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*Attorneys for Plaintiff ARIANA CRISAFULLI, individually,
and on behalf of other similarly situated employees,
and GINA MARIE GIOVACCHINI, individually, and on
behalf of aggrieved employees pursuant to the California
Private Attorneys General Act*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

ARIANA CRISAFULLI, individually, and on
behalf of other similarly situated employees,
and GINA MARIE GIOVACCHINI,
individually, and on behalf of aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

vs.

SONOMA MEDIA INVESTMENTS, LLC;
and DOES 1 through 25, inclusive,

Defendants.

Case No. 24CV05458

Honorable Patrick Broderick
Department 16

**DECLARATION OF ALEXANDRA ROSE IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date:
Time:
Dept.: 16

Complaint Filed: September 13, 2024
FAC Filed: October 23, 2025
Trial Date: Not Set

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1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiffs Ariana Crisafulli (“Plaintiff Crisafulli”) and Gina Marie Giovacchini (“Plaintiff Giovacchini”) (together, “Plaintiffs”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

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3. Jonathan M. Genish is the founder of Blackstone Law, APC. He received his law degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an associate and remained employed there from September 2008 through August 2015. During his tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from employment, corporate, entertainment, and general business litigation matters, though his primary area of expertise was employment, both single plaintiff and representative actions. On the vast majority of those cases, he was the only or primary attorney managing the case and thus obtained extensive experience. In that capacity, he conducted wage and hour and wrongful termination labor and employment intakes; was the primary contact for all clients; took and defended hundreds (if not thousands) of depositions; propounded and responded to all discovery; prepared and opposed all

1 motions and pleadings, including dispositive and certification motions; strategized on all cases;
2 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
3 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
4 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
5 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
6 the cases he managed were highly publicized, with articles written about them in the Los Angeles
7 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
8 regularly honored him as a Southern California Rising Star since 2012.

9 4. Karen I. Gold graduated *cum laude* from UCLA in 2005 with a Bachelor of Science
10 degree in Cognitive Science and a Specialization in Computing. She received her law degree from
11 Boston University School of Law and was admitted to the California State Bar in 2008. Upon
12 graduation, she joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as
13 a general litigation attorney focused primarily on high-stakes sophisticated cases including class action
14 defense matters. Thereafter, she spent approximately five years working for Marlin & Saltzman, LLP,
15 which is a well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over
16 to Blackstone Law, APC as a Senior Trial Attorney and Team Lead. Throughout her career, she has
17 managed over one hundred complex litigation cases, ranging from employment matters to corporate
18 and general business litigation matters. On many of those cases, she was the only or primary attorney
19 managing the case and thus obtained extensive experience overseeing these types of actions. In that
20 capacity, she was the primary contact for clients; took and defended many depositions; propounded
21 and responded to discovery; prepared and opposed motions and pleadings, including dispositive and
22 certification motions; strategized on all cases; attended hearings; attended mediations; coordinated
23 with class action administrators; prepared and worked with experts; participated in trial prep and trials;
24 and engaged in all other intricate facets of litigation. Super Lawyers honored her as a Southern
25 California Rising Star from 2015 through 2018. As the Senior Trial Attorney and Team Lead, she
26 oversees and handles over 100 wage-and-hour putative class actions and/or representative actions
27 under PAGA seeking relief on behalf of California employees. She has considerable experience in
28 handling class and representative action lawsuits throughout her career and has been approved as

1 counsel in a number of cases.

2 5. Sara Pezeshkpur is a 2008 graduate of UCLA School of Law and is part of the team at
3 Blackstone Law, APC that litigated this matter. She was admitted to practice law in California that
4 same year. Since passing the California bar, Ms. Pezeshkpour has exclusively represented plaintiffs
5 in civil rights litigation, including wage-and-hour disputes, as well as harassment, discrimination, and
6 retaliation.

7 6. Noam Y. Reiffman joined Blackstone Law, APC with extensive litigation experience
8 and currently specializes in employment class action and representative claims. Prior to working at
9 Blackstone Law, APC, he represented clients across a wide range of fields including complex litigation
10 and white-collar criminal defense in both state and federal courts. He spent time as a law clerk for the
11 Honorable Katherine Mader, Judge of the Los Angeles County Superior Court, as well as at the Los
12 Angeles County District Attorney's Office. He earned his Juris Doctorate from Southwestern Law
13 School in 2014, where he graduated summa cum laude and was a member of the Southwestern Law
14 Review, Dean's Fellow, and Dean's List honoree. He has been selected repeatedly as Super Lawyers
15 Southern California Rising Star since 2019.

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

23 8. I joined Blackstone Law, APC from a highly reputable employment law firm. I
24 graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and
25 from New England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar
26 of California in December of 2019 and the State Bars of New York and New Jersey in 2023. I am
27 additionally licensed in all federal district courts of California. I have worked on many wage and hour
28 class action and PAGA representative matters, and my work has included, *inter alia*, researching and

1 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations
2 and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
3 court appearances. I manage the post-settlement department at Blackstone. In that capacity, I oversee
4 and handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA
5 that are in settlement.

6 9. Blackstone Law, APC has been counsel of record on several class action and PAGA
7 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

8 **Procedural History of the Action**

9 10. On September 12, 2024, Plaintiff Giovacchini provided written notice to the California
10 Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant
11 Sonoma Media Investments, LLC (“Defendant”) by U.S. Certified Mail, pursuant to California Labor
12 Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been
13 violated by Defendant. On July 22, 2025, Plaintiff Giovacchini submitted an amended written notice
14 to the LWDA and Defendant, which added claims settled on at mediation (together, both notices are
15 referred to as the “PAGA Letter”). True and correct copies of the PAGA Letter are attached hereto as
16 **Exhibit 2**.

17 11. On September 13, 2024, Plaintiff Crisafulli filed a Class Action Complaint in the action
18 entitled *Ariana Crisafulli v. Sonoma Media Investments, LLC*, Sonoma County Superior Court Case
19 No. 24CV05458 (“Action”), thereby commencing a putative class action against Defendant.

20 12. On November 18, 2024, Plaintiff Giovacchini filed a Complaint for Enforcement
21 Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled
22 *Gina Marie Giovacchini v. Sonoma Media Investments, LLC*, Sonoma County Superior Court Case
23 No. 24CV06936 (“PAGA Action”), thereby commencing a representative PAGA action against
24 Defendant.

25 13. On December 12, 2024, Plaintiffs and Defendant (collectively, the “Parties”)
26 participated in a formal mediation conducted by Monique Ngo-Bonnici, Esq. (“Mediator”), a neutral
27 and respected mediator with extensive experience in complex wage and hour matters, which did not
28 result in a settlement at that time. However, after further negotiations and with the assistance of the

1 Mediator's evaluations, the Parties mutually accepted a mediator's proposal on December 16, 2025
2 and were able to reach an agreement to resolve this dispute on a class and representative basis. The
3 Parties then worked diligently to negotiate and memorialize the terms in a long form settlement
4 agreement.

5 14. On August 25, 2025, the Parties executed the Joint Stipulation of Class Action and
6 PAGA Settlement ("Settlement" or "Settlement Agreement"). A true and correct copy of the
7 Settlement Agreement is attached hereto as **Exhibit 3**.

8 15. On October 23, 2025, Plaintiffs filed a First Amended Class and Representative Action
9 Complaint ("Operative Complaint") in the Action, which, *inter alia*, added Plaintiff Giovacchini as a
10 named plaintiff, the claims alleged in the PAGA Action, and claims under the Fair Labor Standards
11 Act ("FLSA"). The Operative Complaint alleges fourteen (14) causes of action for violations of the
12 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
13 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
14 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,
15 failure to provide compliant wage statements, failure to timely pay wages upon termination, failure to
16 reimburse necessary business expenses, failure to provide sick leave and notice of entitlement to sick
17 leave, and failure to pay vacation time, for violations of California Business and Professions Code
18 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, for civil
19 penalties under PAGA based on the aforementioned California Labor Code violations, and for
20 violations of the FLSA.

21 16. The PAGA Action will be dismissed without prejudice.

22 **Summary of the Terms of the Settlement Agreement**

23 17. For purposes of settlement only, the Parties have agreed that the Class shall be defined
24 as "all current and former non-exempt employees who worked for Defendant in the State of California
25 at any time during the Class Period and who did not sign a settlement and release agreement and/or
26 who are not covered by a Collective Bargaining Agreement in connection with their employment with
27 Defendant" ("Class" or "Class Member(s)"). The Class Period is defined as the period from
28 September 12, 2020 through March 15, 2025, subject to Paragraph 16 of the Settlement Agreement.

1 Based on information provided by Defendant, it is estimated that there are a total of one hundred and
2 fifty-seven (157) Class Members.

3 18. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
4 Complaint for a non-reversionary Gross Settlement Amount of Three Hundred Fifty Thousand Dollars
5 and Zero Cents (\$350,000.00), exclusive of employer-side payroll taxes. The Gross Settlement
6 Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The
7 Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of thirty-five percent (35%)
8 of the Gross Settlement Amount (i.e., \$122,500.00 if the Gross Settlement Amount is \$350,000.00);
9 (2) Class Counsel's actual litigation costs and expenses, not to exceed Twenty-Five Thousand Dollars
10 and Zero Cents (\$25,000.00); (3) Settlement Administration Costs, not to exceed Nine Thousand
11 Dollars and Zero Cents (\$9,000.00); (4) Enhancement Payments in the aggregate amount of Fifteen
12 Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiffs; and (5) PAGA Amount in the amount of
13 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). After the above-estimated amounts are
14 deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for
15 Class Members is currently estimated to be One Hundred Fifty-Three Thousand Five Hundred Dollars
16 and Zero Cents (\$153,000.00). Additionally, 35% of the PAGA Amount ("PAGA Employee
17 Amount"), which is \$8,750.00 out of \$25,000.00, will be fully distributed to "all current and former
18 non-exempt employees who worked for Defendant in the State of California at any time during the
19 PAGA Period" ("PAGA Employee(s)"). The "PAGA Period" is defined as the period from September
20 12, 2023 through March 15, 2025, subject to Paragraph 16 of the Settlement Agreement.

21 19. The Net Settlement Amount will be distributed and paid to all Class Members who do
22 not submit a timely and valid Request for Exclusion ("Settlement Class Member(s)") on a *pro rata*
23 basis based on the number of weeks each Class Member worked for Defendant as a non-exempt
24 employee in California during the Class Period ("Workweeks"). The *pro rata* share of the Net
25 Settlement Amount that a Class Member may be eligible to receive under the Class Settlement
26 ("Individual Settlement Share") will be calculated by the Settlement Administrator, in accordance with
27 the Settlement Agreement.

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1 20. The PAGA Employee Amount will be distributed and paid to all PAGA Employees on
2 a *pro rata* basis based on the number of weeks each PAGA Employee worked for Defendant as a non-
3 exempt employee in California during the PAGA Period (“PAGA Workweeks”). The *pro rata* share
4 of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA
5 Settlement (“Individual PAGA Payment”) will be calculated by the Settlement Administrator, in
6 accordance with the Settlement Agreement.

7 21. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and
8 eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will
9 be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage
10 damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The
11 Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect
12 to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class
13 Members for their Individual Settlement Share (“Individual Settlement Payment”). The employer’s
14 share of taxes and contributions in connection with the wages portion of Individual Settlement Shares
15 will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA
16 Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS
17 Form 1099 (if applicable) by the Settlement Administrator.

18 22. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
19 Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount
20 will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement
21 Agreement. No money will revert to Defendant.

22 23. Each Individual Settlement Payment and Individual PAGA Payment check will be
23 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
24 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be
25 distributed by the Settlement Administrator to the State of California’s Unclaimed Property Fund in
26 the name of the Settlement Class Member and/or PAGA Employee.

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1 work; \$1,456 for unpaid overtime wages at the required regular rate of pay; \$1,051 for unpaid meal
2 break premiums and sick pay at the required regular rate of pay; \$99,922 for unreimbursed business
3 expenses; \$312,370 for waiting time penalties; and \$194,265 for wage statement penalties. Plaintiffs
4 further estimated that Defendant faced an additional exposure of \$367,900 in potential, non-stacked
5 (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties.
6 Together with the PAGA penalties, Defendant's maximum potential exposure totaled \$3,582,136 in
7 damages.

8 ***Specific Risks Considered***

9 29. Although the investigation and information discovered supports Plaintiffs' contentions,
10 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
11 a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter
12 the Settlement. First and foremost, Defendant contended that the majority of the putative class
13 members signed settlement and release agreements and/or were covered by a collective bargaining
14 agreement with class action waivers, which affected the putative class size. The individual settlements
15 and collective bargaining agreements presented significant challenges to class certification, as well as
16 the overall value of Plaintiffs' claims.

17 30. Class Counsel is aware of Defendant's defenses and arguments and has also taken into
18 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
19 inherent in such litigation, including those involved in class and/or representative adjudication.
20 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted
21 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
22 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
23 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

24 31. Defendant denied and continues to deny any liability and wrongdoing of any kind
25 associated with the claims alleged in the Action, and further denies that class certification is
26 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
27 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiffs'
28 claims. Defendant contended that Plaintiffs' claims are not suitable for class certification because

1 individual issues would predominate should this case go to trial. As with all class actions, these
2 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
3 that the Court may deny class certification.

4 32. For example, Plaintiffs' meal period claims, which were based on Defendant's alleged
5 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
6 Plaintiffs' theory of liability for meal period violations was based on allegations that Defendant had
7 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
8 in the manner required under California law. Defendant contended that its policies and practices at all
9 times during the Class Period were lawful. Defendant further argued that the rate of purported meal
10 period violations reflected in the data would require individualized inquiry and that such inquiry would
11 prohibit a class from being certified. We also had to consider the risk that the Court would find validity
12 in the individualized proof defense to certification of Plaintiffs' meal period claim.

13 33. Additionally, a large portion of Defendant's overall liability lies in Plaintiffs' rest
14 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
15 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
16 required under California law. Additionally, this claim was even more uncertain given the difficulties
17 associated with proving the alleged rest period violations, as Defendant was not required to record
18 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
19 concerns Plaintiffs would not be able to certify these claims or prove substantial damages with
20 requisite certainty, which made the estimated value of this claim subject to much challenge.

21 34. Plaintiffs also faced challenges certifying and proving liability for their minimum wage
22 and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock work
23 performed by the Class Members before and after their shifts and during purported meal periods. For
24 example, Plaintiffs reported that Defendant required the Class Members to clock out at the end of their
25 shifts and come to work the following day to make up for the extra hours they worked the previous
26 day. However, the individualized nature of why this work was performed and the individualized
27 nature of damages presented substantial concerns regarding the manageability of the case and the risk
28 the Court could find these issues prevented certification, and the estimated damages for this claim

1 were based on an assumption that all Class Members worked off the clock for at least one hour per
2 week. Plaintiffs' unpaid wage claim was also based on Defendant having failed to factor all forms of
3 non-discretionary compensation into the regular rate of pay for the purpose of paying overtime
4 compensation, meal period premiums, and sick pay. However, Defendant contended that it correctly
5 factored in all forms of non-discretionary compensation into the regular rate of pay for the purpose of
6 paying overtime compensation.

7 35. Plaintiffs also contended that Defendant failed to reimburse Plaintiffs and the other
8 Class Members for necessary business-related expenses. Defendant contended that it had a policy and
9 practice of reimbursing employees for necessary business-related expenses. Defendant further
10 contended that, with respect to the alleged expenses for which Plaintiffs and the other Class Members
11 never requested reimbursement from Defendant, it did not know and had no reason to know that
12 alleged business-related expenses had been incurred. Defendant further contended that the reason for
13 why a Class Member undertook certain expenses, while not others, and failed to receive
14 reimbursement for certain expenses while not others, would raise individual issues that could not be
15 certified.

16 36. There are also substantial risks associated with Plaintiffs' waiting time penalties and
17 wage statement claims. First, these claims were derivative of Plaintiffs' claims for unpaid meal period
18 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
19 certification was denied on those underlying claims, these derivative claims for penalties would also
20 likely fail. Further, even if Plaintiffs prevailed on their underlying claims, they would still be required
21 to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*
22 violations. Wage statement claims have also seen varying treatment at the appellate level because
23 such claims have an element of discretion attached to them rather than a pure calculation of damages
24 after liability is proven. Accordingly, these derivative claims, which comprised a substantial portion
25 of Defendant's estimated liability, were therefore uncertain.

26 37. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
27 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
28 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to

request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them, and obtain declarations at great expense. Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class.

38. Therefore, taking into account how each of the above risks potentially effected Plaintiffs' ability to first obtain class certification, and then prove the underlying violations, plus the cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant's estimated liability based on the challenges facing their ability to succeed on class certification by 65% to \$1,253,748. The merits-based risk factors further reduced Defendant's estimated liability by an additional 65%. This resulted in an adjusted estimated liability of \$438,812. In light thereof, the settlement amount of \$350,000 is a significant settlement.

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

40. Therefore, after considering this multitude of factors, we concluded that it was in the best interest of the State of California and the PAGA Employees to enter into the Settlement, and to allocate Twenty-Five Dollars and Zero Cents (\$25,000.00) of the Gross Settlement Amount towards

1 the PAGA claims, which represents approximately 7.14% of the Gross Settlement Amount. This
2 percentage of the settlement is well-within the range of wage and hour settlements regularly approved
3 in both state and federal court for cases that include both a class and PAGA action. Typically, such
4 hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed,
5 settlements allocations as little as 0.22% of the gross settlement amount have been approved as
6 reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only
7 from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to
8 promote enforcement of California’s labor laws, provide funds to the state, and deter future non-
9 compliance by the employer.

10 41. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate.
11 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
12 California and is within the accepted range of recoveries for this type of litigation given the inherent
13 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
14 litigation.

15 *Enhancement Payments*

16 42. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement
17 Payments of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each (total,
18 \$15,000.00) to Plaintiffs. These Enhancement Payments are eminently reasonable given the time and
19 effort Plaintiffs spent on this matter, and the benefit to the Class Members as a result of Plaintiffs’
20 actions. Notice of the requested Enhancement Payments are disclosed to the Class Members in the
21 Class Notice.

22 *Attorneys’ Fees and Costs*

23 43. The attorneys’ fees incurred by Class Counsel are in line with the common fund
24 requested. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees in an
25 amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$122,500.00 if the
26 Gross Settlement Amount is \$350,000.00) and actual litigation costs and expenses in an amount not
27 to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), which will be paid out of the
28 Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks

1 and costs of litigation and will not receive any compensation until recovery is obtained.

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

9 45. Class Counsel has litigated this matter for over a year and was actively preparing this
10 matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of
11 the legal services provided, the time incurred in performing those services, and Class Counsel's hourly
12 rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class
13 Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class Members in the
14 Class Notice.

15 ***Notice to the Class***

16 46. The Parties have agreed to retain ILYM Group, Inc. ("ILYM" or "Settlement
17 Administrator") to handle the notice and settlement administration process. The Parties respectfully
18 request that the Court appoint ILYM to handle these procedures and to serve as the Settlement
19 Administrator. Defendant will provide ILYM with the Class List and ILYM will calculate each Class
20 Member's estimated Individual Settlement Share and each PAGA Employee's estimated Individual
21 PAGA Payment. ILYM will also receive and process Requests for Exclusion, Notices of Objection,
22 and Workweeks Disputes; will provide necessary reports and declarations; will calculate, subtract, and
23 transmit necessary taxes and withholdings with respect to the wages portion of the Individual
24 Settlement Shares; will prepare and submit informational and other tax filings and documents; will
25 issue and transmit all payments provided for by the Settlement, including, but not limited to, mailing
26 Individual Settlement Payment checks to the Settlement Class Members and Individual PAGA
27 Payment checks to the PAGA Employees; and perform any other usual and customary duties for
28 administering a class action settlement.

47. I am not aware of an alternative method of providing notice to the Class which would result in a higher likelihood of actual notice. The original source of the mailing addresses is from each Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable method, skip tracing will be performed, if necessary.

Notice of Settlement to the LWDA

48. In accordance with California Labor Code section 2699(1)(2), on October 23, 2025, a copy of the proposed Settlement was submitted to the LWDA via online submission through the LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 4**.

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

Executed on October 23, 2025, at Jersey City, New Jersey.

SENSE: 

Alexandra Rose

EXHIBIT 1

- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-

2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA

action.

- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *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.
- *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.

EXHIBIT 2

September 12, 2024

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: *Gina Marie Giovacchini v. Sonoma Media Investments*

To Whom It May Concern:

This office represents Gina Marie Giovacchini (“Claimant”) with respect to their claims under the California Labor Code against Sonoma Media Investments, LLC (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Gina Marie Giovacchini from approximately June 2013 to August 2024 as a non-exempt, hourly-paid employee. Gina Marie Giovacchini worked as a Senior Credit Analyst for Employers and was based out of Employers’ facility located at 416 B Street, Suite C, Santa Rosa, CA 95401.

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 sections 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 who suffered the violations alleged (“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, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”). Employers’ conduct giving rise to the violations detailed below was malicious, fraudulent, and/or oppressive

within the meaning of PAGA.

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 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 the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay 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 an employee's 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, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. Employers fraudulently adjusted Claimant's and other Aggrieved Employees' timesheets to avoid paying them for all time worked.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours. Employers fraudulently adjusted Claimant's and other Aggrieved Employees' timesheets and/or required Claimant and other Aggrieved Employees to "clock out" but continue working to avoid paying them proper overtime compensation.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. 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 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 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 the applicable IWC Wage Order 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 the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; injunctive relief; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

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). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

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 breaks, when provided, were oftentimes interrupted and/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 their 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 each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) 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 and 1199; injunctive relief; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

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

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take 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 each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order 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 the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; injunctive relief; 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 willfully and intentionally 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; injunctive relief; 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 above, 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. Employers' failure to provide accurate itemized wage statements was knowing and intentional. 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; injunctive relief; 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 three 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 Order 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; injunctive relief; 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 applicable IWC Wage Order requires 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.

Accordingly, Employers violated the applicable IWC Order 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; injunctive relief; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

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), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and 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 Claimant and 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 Claimant and 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. FAILURE TO TIMELY PAY ALL ACCRUED VACATION AND HOLIDAY WAGES

Labor Code § 227.3 requires employers to pay separating employees all accrued vacation pay. "The right to a paid vacation, when offered in an employer's policy or contract of employment, constitutes deferred wages for services rendered. Case law from this state and others, as well as principles of equity and justice, compel the conclusion that a proportionate right to a paid vacation 'vests' as the labor is rendered. Once vested, the right is protected from forfeiture by section 227.3. On termination of employment, therefore, the statute requires that an employee be paid in wages for a pro rata share of his vacation pay." *Suastez v. Plastic Dress-Up Co.* (1982) 31 Cal.3d 774, 784. Under California law, vacation plans may not have a use-it-or-lose-it forfeiture policy. *Henry v. Amrol* (1990) 222 Cal.App.3d Supp. 1.

During the relevant time period, Employers failed to compensate Claimant and the

Aggrieved Employees with all vested vacation time as wages including upon separation in violation of California Labor Code section 227.3.

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; interest; injunctive relief; and attorneys' fees and costs.

10. CONCLUSION

Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant 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 timeframe.

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

Sonoma Media Investments, LLC
Attn: Vern Zander, Agent for Service
416 B Street, Suite C
Santa Rosa, CA 95401

July 22, 2025

Amended 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: *Gina Marie Giovacchini v. Sonoma Media Investments, LWDA Case No.
LWDA-CM-1050318-24***

To Whom It May Concern:

On September 12, 2024, pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”), our office provided notice to the California Labor and Workforce Development Agency (“LWDA”) on behalf of Gina Marie Giovacchini (“Claimant”) that Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under PAGA with respect to their claims under the California Labor Code against Sonoma Media Investments, LLC (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

We write to inform you of this amended notice.

Employers employed Claimant from approximately June 2013 to August 2024 as a non-exempt, hourly-paid employee. Claimant worked as a Senior Credit Analyst for Employers and was based out of Employers’ facility located at 416 B Street, Suite C, Santa Rosa, CA 95401.

Claimant is seeking penalties on behalf of herself 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 who suffered the violations alleged (“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, 204.3, 210, 226, 226.7, 227.3, 233, 245-249, 510, 512(a), 515, 551, 552, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, and 2802, tit. 8 CCR 11040(5)(A)-(B), and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). Employers' conduct giving rise to the violations detailed below was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

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 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 the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay 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 an employee's 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, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. Employers fraudulently adjusted Claimant's and other Aggrieved Employees' timesheets to avoid paying them for all time worked.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours. Employers fraudulently adjusted Claimant's and other Aggrieved Employees' timesheets and/or required Claimant and other Aggrieved Employees to "clock out" but continue working to avoid paying them proper overtime compensation.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. 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 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 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 the applicable IWC Wage Order and California Labor Code sections 204, 204.3, 210, 510, 515, 551, 552, 558, 558.1, 1182.12, 1194, 1197, 1197.1, and 1198, tit. 8 CCR § 11040(5)(A)-(B), and the applicable IWC Wage Order.

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

2. MEAL BREAK VIOLATIONS

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). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

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 breaks, when provided, were oftentimes interrupted and/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 their 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 each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), and 1198.

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

3. REST BREAK VIOLATIONS

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

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take 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 each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order 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 the applicable IWC Wage Orders; California Labor Code sections 558 and 1199 penalties; injunctive relief; 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 willfully and intentionally 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).

Further, Employers violated California Labor Code section 204 by failing to comply with California Labor Code sections 510 (overtime provision), 515 (overtime provision), 551 and 552 (employee entitled to one day of rest out of seven), 558, 558.1, 1182.12 (minimum wage provision), 1194 (minimum wage provision), 1197 (minimum wage provision), 1197.1 (minimum wage provision), and 1198 (maximum hours worked), and tit. 8 CCR § 11040(5)(A)-(B) (overtime provision) as discussed throughout this letter.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; injunctive relief; 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 above, 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. Employers' failure to provide accurate itemized wage statements was knowing and intentional. Accordingly, Employers violated California Labor Code section 226.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; injunctive relief; 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 three 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 Order 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 the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; injunctive relief; 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 applicable IWC Wage Order requires 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.

Accordingly, Employers violated the applicable IWC Wage Order 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 the applicable IWC Wage Orders; injunctive relief; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201, 202, and 203 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), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and 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 Claimant and 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 Claimant and 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. FAILURE TO TIMELY PAY ALL ACCRUED VACATION AND HOLIDAY WAGES

California Labor Code section 227.3 requires employers to pay separating employees all accrued vacation pay. "The right to a paid vacation, when offered in an employer's policy or contract of employment, constitutes deferred wages for services rendered. Case law from this state and others, as well as principles of equity and justice, compel the conclusion that a proportionate right to a paid vacation 'vests' as the labor is rendered. Once vested, the right is protected from forfeiture by section 227.3. On termination of employment, therefore, the statute requires that an employee be paid in wages for a pro rata share of his vacation pay." *Suastez v. Plastic Dress-Up Co.* (1982) 31 Cal.3d 774, 784. Under California law, vacation plans may not have a use-it-or-lose-it forfeiture policy. *Henry v. Amrol* (1990) 222 Cal.App.3d Supp. 1.

During the relevant time period, Employers failed to compensate Claimant and the Aggrieved Employees with all vested vacation time as wages including upon separation in violation of California Labor Code section 227.3.

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

10. VIOLATIONS REGARDING CALIFORNIA SICK LEAVE/SICK PAY LAWS

California Labor Code section 233 and 245--249 provide protections regarding sick leave for California employees, including accrual of sick leave and notice that California employers must provide to their employees regarding sick leave. Among those, California Labor Code section 246(i) requires an employer to provide written notice about available sick leave, and states in relevant part:

"An employer shall provide an employee with written notices that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

Employers failed to provide proper accrued sick leave to Claimant and Aggrieved Employees, failed to pay sick pay at the regular rate of pay, and failed to provide proper notice about accrued sick leave. Therefore, Employers violated California Labor Code sections 233 and 245-249.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to the relevant California Labor Code section including section 248.5; all available equitable and injunctive relief; and attorneys' fees and costs.

11. CONCLUSION

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 LWDA before he or she can invoke the provisions of California Labor Code 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 California Labor Code section 2699. Cal. Lab. Code § 2699.3(a)(2)(A).

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 I. Gold, Esq.

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

Elizabeth Staggs Wilson (estaggs-wilson@littler.com)

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1255 Treat Blvd., Suite 600

Walnut Creek, CA 94597

Attorneys for Sonoma Media Investments, LLC

EXHIBIT 3

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiffs Ariana Crisafulli
4 (“Plaintiff Crisafulli”) and Gina Marie Giovacchini (“Plaintiff Giovacchini”) (together, “Plaintiffs”),
5 individually, and on behalf of all others similarly situated and on behalf of the State of California with
6 respect to aggrieved employees, and Defendant Sonoma Media Investments, LLC (“Defendant”)
7 (collectively, Plaintiffs and Defendant are referred to as “Parties” and individually as “Party”).

8 This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as
9 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),
10 and Defendant, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On September 12, 2024, Plaintiff Giovacchini provided written notice to the Labor and
13 Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified
14 Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California
15 Labor Code alleged to have been violated by Defendant. The Parties agree that Plaintiff Giovacchini
16 will submit an amended notice to the LWDA and to Defendant, which will add claims settled on at
17 mediation. Together, both notices are referred to as the “PAGA Letter”.

18 2. On September 13, 2024, Plaintiff Crisafulli filed a Class Action Complaint in the action
19 entitled *Ariana Crisafulli v. Sonoma Media Investments, LLC*, Sonoma County Superior Court Case
20 No. 24CV05458 (“Action”), thereby commencing a putative class action against Defendant.

21 3. On November 18, 2024, Plaintiff Giovacchini filed a Complaint for Enforcement
22 Action Under the Private Attorneys General Act, California Labor Code §§ 2698 *Et Seq.* in the action
23 entitled *Gina Marie Giovacchini v. Sonoma Media Investments, LLC*, Sonoma County Superior Court
24 Case No. 24CV06936, thereby commencing a representative Private Attorneys General Act of 2004
25 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) action against Defendant (“PAGA
26 Action”).

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28 ///

1 4. The Parties agree that Plaintiffs will file a First Amended Class and Representative
2 Action Complaint (“Operative Complaint”) in the Action to, *inter alia*, add Plaintiff Giovacchini as a
3 named plaintiff, the claims alleged in the PAGA Action, and claims under the Fair Labor Standards
4 Act (“FLSA”). The Operative Complaint alleges fourteen (14) 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 compliant wage statements, failure to timely pay wages upon termination, failure to
9 reimburse necessary business expenses, failure to provide sick leave and notice of entitlement to sick
10 leave, and failure to pay vacation time, for violations of California Business and Professions Code
11 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, for civil
12 penalties under PAGA based on the aforementioned California Labor Code violations, and for
13 violations of the FLSA.

14 5. Defendant denies all materials allegations set forth in the Action and has asserted
15 numerous affirmative defenses. Defendant further denies that, for any purpose other than settling the
16 Action, the Action is appropriate for class treatment or is manageable at trial. Defendant maintains,
17 among other things, that it has complied with federal and California law in all respects.
18 Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally
19 settle the Action, Released Class Claims (as defined herein), and Released PAGA Claims (as defined
20 herein).

21 6. Class Counsel diligently investigated the class and PAGA claims against Defendant,
22 including any and all applicable defenses and the applicable law. The investigation included, *inter*
23 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
24 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
25 merits of the claims and contentions of the Parties.

26 7. On December 12, 2024, the Parties participated in mediation with Monique Ngo-
27 Bonnici, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, which did
28 not result in a settlement at that time. However, after further negotiations and with the assistance of

1 the Mediator's evaluations, the Parties mutually accepted a mediator's proposal on December 16,
2 2025. The Parties' settlement discussions were conducted at arms' length, and the Settlement is the
3 result of an informed and detailed analysis of Defendant's potential liability and exposure in relation
4 to the costs and risks associated with continued litigation. Based on Class Counsel's investigation and
5 evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the
6 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest
7 of the Class Members, State of California, and PAGA Employees in light of all known facts and
8 circumstances, including the risk of significant delay and uncertainty associated with litigation and
9 various defenses asserted by Defendant.

10 8. The Parties expressly acknowledge that this Settlement Agreement is entered into
11 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
12 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is
13 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
14 positions.

15 **DEFINITIONS**

16 9. The following definitions are applicable to this Settlement Agreement. Definitions
17 contained elsewhere in this Settlement Agreement will also be effective.

18 a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for
19 Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and
20 to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

21 b. "Class" or "Class Member(s)" means all current and former non-exempt
22 employees who worked for Defendant in the State of California at any time during the Class Period
23 and who did not sign a settlement and release agreement and/or who are not covered by a Collective
24 Bargaining Agreement in connection with their employment with Defendant.

25 c. "Class Counsel" means Jonathan M. Genish, Karen I. Gold, Sara Pezeshkpour,
26 Noam Reiffman, Marissa A. Mayhood, and Alexandra Rose of Blackstone Law, APC, who will seek
27 to be appointed counsel for the Class.

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1 a. “Class List” means a complete list of all Class Members that Defendant will
2 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
3 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
4 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security
5 number; (4) number of Workweeks; and (5) number of PAGA Workweeks during the relevant PAGA
6 Period.

7 b. “Class Notice” means the Notice of Class Action and PAGA Settlement,
8 substantially in the form attached hereto as “**Exhibit A.**”

9 c. “Class Period” means the period from September 12, 2020 through March 15,
10 2025, subject to Paragraph 16.

11 d. “Class Settlement” means the settlement and resolution of all Released Class
12 Claims.

13 e. “Court” means the Superior Court of the State of California for the County of
14 Sonoma.

15 f. “Defendant’s Counsel” means Elizabeth Staggs-Wilson and Chad D. Greeson
16 of Littler Mendelson, P.C.

17 g. “Effective Date” means the date when all of the following events have occurred:
18 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s
19 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been
20 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class
21 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and
22 entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court
23 entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the
24 Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied,
25 the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or
26 other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed
27 without any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or
28 other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed,

1 five business days after any appeal, writ, or other appellate proceedings opposing the Court's Final
2 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further
3 remedies or relief.

4 h. "Employer Taxes" means the employer's share of taxes and contributions in
5 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
6 in addition to the Gross Settlement Amount.

7 i. "Enhancement Payment(s)" means the amounts to be paid to Plaintiffs, in
8 recognition of their efforts and work in prosecuting the Action on behalf of Class Members and PAGA
9 Employees, and general release of claims (with the exception of Plaintiff Giovacchini's arbitration
10 demand as discussed in Paragraph 41), as set forth in Paragraph 13.

11 j. "Final Approval" means the determination by the Court that the Settlement is
12 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

13 k. "Final Approval Hearing" means the hearing at which the Court will consider
14 and determine whether the Settlement should be granted Final Approval.

15 l. "Final Approval Order and Judgment" means the order granting final approval
16 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
17 Parties, and subject to approval by the Court.

18 m. "Gross Settlement Amount" means the amount of Three Hundred Fifty
19 Thousand Dollars and Zero Cents (\$350,000.00) to be paid by Defendant in full satisfaction of the
20 Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys' Fees and
21 Costs, Enhancement Payments, PAGA Amount, Settlement Administration Costs, and Net Settlement
22 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
23 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
24 reversionary; no portion of the Gross Settlement Amount will return to Defendant. The Gross
25 Settlement Amount is subject to increase, as provided in Paragraph 16. In no event shall Defendant
26 be liable for the payment of any amounts exceeding the Gross Settlement Amount (subject to
27 Paragraph 16, below) with the exception of the Employer Taxes.

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n. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 18.

o. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 19.

p. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 17.

q. “LWDA Payment” means the amount of Sixteen Thousand Two Hundred Fifty Dollars and Zero Cents (\$16,250.00), i.e., 65% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

r. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and Settlement Administration Costs.

s. “Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

t. “PAGA Amount” means the allocation of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) from the Gross Settlement Amount for the PAGA Settlement. Sixty-five percent (65%) of the PAGA Amount, or \$16,250.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (35%), or \$8,750.00, will be distributed to the PAGA

Employees (i.e., the PAGA Employee Amount).

u. “PAGA Employee(s)” means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

v. “PAGA Employee Amount” means the amount of Eight Thousand Seven Hundred Fifty Dollars and Zero Cents (\$8,750.00), i.e., 35% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their PAGA Workweeks.

w. “PAGA Period” means the period from September 12, 2023 through March 15, 2025, subject to Paragraph 16.

x. “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

y. “PAGA Workweeks” means the number of weeks each PAGA Employee worked for Defendant as a non-exempt employee in California during the PAGA Period. PAGA Workweeks will be calculated and provided by Defendant to the Settlement Administrator.

z. “Preliminary Approval” means the date on which the Court enters the Preliminary Approval Order.

aa. “Preliminary Approval Order” means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

bb. “Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages (Cal. Labor. Code §§ 510, 1194, 1197, 1198, and 1197.1), failure to calculate the regular rate of pay resulting in unpaid wages (Cal. Lab. Code §§ 204, 210, 510, 515, 551, 552, 558, 558.1, 1182.12, 1194, 1197, 1197.1, and 1198, tit. 8 CCR § 11040(5)(A)-(B), and the applicable Wage Order), failure to provide compliant meal and rest periods and associated premium payments (Cal. Lab. Code §§ 226.7 and 512(a)), improper sick pay (Cal. Lab. Code §§ 233, 245- 249), improper overtime compensation pay (Cal. Lab. Code § 204.3),

1 failure to timely pay wages (Cal. Lab. Code §§ 204 and 210), untimely final wages (Cal. Lab. Code
2 §§ 201, 202, and 203), failure to provide accurate wage statements (Cal. Lab. Code § 226), failure to
3 pay vacation wages (Cal. Lab. Code § 227.3), and failure to reimburse necessary business-related
4 expenses (Cal. Lab. Code §§ 2800 and 2802), violation of Cal. Business & Professions Code §§ 17200,
5 *et seq.*; claims for interest, penalties (including but not limited to waiting time penalties at Cal. Lab.
6 Code §§ 201-204, Cal. Lab. Code §§ 1198.5 and 1199), or premiums in connection with any of the
7 preceding claims; as well as any claims under the California Labor Code, California Industrial Welfare
8 Commission's Wage Orders, or the California Code of Regulations, that were alleged or which could
9 have been alleged under the same or similar facts, allegations, or claims pleading in the Operative
10 Complaint, Fair Labor Standards Act 29 U.S.C. Section 206, Fair Labor Standards Act 29 U.S.C.
11 Section 207, and any claims for injunctive relief, declaratory relief, restitution, fraudulent business
12 practices, or punitive damages alleged or which could have been alleged under the facts, allegations,
13 and/or claims pleaded in the Operative Complaint.

14 cc. "Released PAGA Claims" means any and all claims arising from any of the
15 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
16 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all
17 claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime
18 and minimum wages (Cal. Labor. Code §§ 510, 1194, 1197, 1198, and 1197.1), failure to calculate the
19 regular rate of pay resulting in unpaid wages (Cal. Lab. Code §§ 204, 210, 510, 515, 551, 552, 558,
20 558.1, 1182.12, 1194, 1197, 1197.1, and 1198, tit. 8 CCR § 11040(5)(A)-(B), and the applicable Wage
21 Order), failure to provide compliant meal and rest periods and associated premium payments (Cal.
22 Lab. Code §§ 226.7 and 512(a)), improper sick pay (Cal. Lab. Code §§ 233, 245-249), improper
23 overtime compensation pay (Cal. Lab. Code § 204.3), failure to timely pay wages (Cal. Lab. Code §§
24 204 and 210), untimely final wages (Cal. Lab. Code §§ 201, 202, and 203), failure to provide accurate
25 wage statements (Cal. Lab. Code § 226), failure to pay vacation wages (Cal. Lab. Code § 227.3),
26 failure to keep accurate employment records (Cal. Lab. Code §§ 1174(d) and 1174.5); and failure to
27 reimburse necessary business-related expenses (Cal. Lab. Code §§ 2800 and 2802), claims for interest,
28 penalties (including but not limited to waiting time penalties at Cal. Lab. Code §§ 201-204; Cal. Lab.

Code §§ 1198.5 and 1199), and the applicable Industrial Welfare Commission Wage Order.

dd. “Released Parties” means Defendant and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates.

ee. “Request for Exclusion” means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

ff. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant’s Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline.

gg. “Settlement Administrator” means ILYM Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

hh. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 15.

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ii. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

jj. “Workweeks” means the number of weeks each Class Member worked for Defendant as a non-exempt employee in California during the Class Period. Workweeks will be calculated and provided by Defendant to the Settlement Administrator.

kk. “Workweeks Dispute” means a letter submitted by a Class Member and/or PAGA Employee disputing the number of Workweeks and/or PAGA Workweeks to which they have been credited, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s and/or PAGA Employee’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s and/or PAGA Employee’s Social Security number; (c) clearly state that the Class Member and/or PAGA Employee disputes the number of Workweeks and/or PAGA Workweeks credited to the Class Member and/or PAGA Employee and what the Class Member and/or PAGA Employee contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

10. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

11. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

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1 12. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
2 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
3 Gross Settlement Amount (i.e., \$122,500.00 if the Gross Settlement Amount is \$350,000.00) and
4 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
5 of the Action, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)
6 and subject to proof, both of which will be paid from the Gross Settlement Amount. These amounts
7 will cover any and all work performed and any and all costs incurred by Class Counsel in connection
8 with the litigation of the Action, including without limitation all work performed and costs incurred
9 to date, and all work to be performed and all costs to be incurred in connection with obtaining the
10 Court's approval of this Settlement Agreement, including any objections raised and any appeals
11 necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly
12 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
13 The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees
14 and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court
15 to Class Counsel shall not be sufficient grounds to void the Settlement and shall be reallocated to the
16 Net Settlement Amount for the benefit of the Settlement Class Members.

17 13. Enhancement Payments. Defendant agrees not to oppose or impede any application or
18 motion by Plaintiffs for Enhancement Payments in the amounts up to Seven Thousand Dollars and
19 Zero Cents (\$7,500.00) each (total, \$15,000.00) to Plaintiffs. The Enhancement Payments, which will
20 be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to any other
21 payments Plaintiffs are entitled to under the Settlement. Plaintiffs shall be solely and legally
22 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes
23 on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for
24 the Enhancement Payments. Any portion of the requested Enhancement Payments that is not awarded
25 by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the
26 Settlement Class Members.

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1 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
2 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) shall be allocated from the Gross
3 Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code
4 Section 2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent (65%), or \$16,250.00, will
5 be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or \$8,750.00, will be
6 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the
7 total number of PAGA Workweeks worked by each PAGA Employee during the PAGA Period (i.e.,
8 the Individual PAGA Payments).

9 15. Settlement Administration Costs. The Settlement Administrator will be paid for the
10 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
11 which is currently not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00). These costs,
12 which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter*
13 *alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and
14 other documents for the Settlement, calculating and distributing payments due under the Settlement,
15 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
16 remittances, providing necessary reports and declarations, and other duties and responsibilities set
17 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual
18 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess
19 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any
20 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not
21 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement
22 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the
23 Settlement Class Members.

24 16. Escalator Clause. Defendant has represented that 154 Class Members worked a total
25 of 13,122 workweeks from September 12, 2020 through December 12, 2024. If it is determined by
26 the Settlement Administrator that the actual number of Workweeks worked by the Class Members
27 during the Class Period increases beyond 10%, Defendant shall have the option of (a) increasing the
28 Gross Settlement Amount by the percentage increase in the number of Workweeks worked by the

Class Members above 10% (e.g. if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%) or (b) rolling back the Class Period and PAGA Period to the date in which 14,434 Workweeks are met.

17. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to each Settlement Class Member's final Individual Settlement Share.

18. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of PAGA Workweeks, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the "PAGA Workweek Value," and multiply each PAGA Employee's individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee's Individual PAGA Payment.

19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages

1 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
2 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
3 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
4 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
5 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

6 20. Administration of Taxes by the Settlement Administrator. The Settlement
7 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA
8 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
9 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
10 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
11 taxes and other legally required withholdings to the appropriate government authorities.

12 21. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
13 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
14 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
15 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
16 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement
17 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class
18 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
19 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class
20 Members, and PAGA Employees should consult with their tax advisors concerning the tax
21 consequences of any payment they receive under the Settlement.

22 22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
23 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
24 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
25 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
26 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
27 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
28 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE

1 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
2 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
3 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
4 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
5 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
6 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
7 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
8 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
9 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
10 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
11 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
12 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX
13 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
14 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
15 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
16 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

17 23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
18 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
19 are issued to the payee. It is expressly understood and agreed that payments made under this
20 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee
21 to additional compensation or benefits under any new or additional compensation or benefits, or any
22 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
23 nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased
24 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
25 any contrary language or agreement in any benefit or compensation plan document that might have
26 been in effect during the Class Period).

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1 24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

2 Upon execution of this Settlement Agreement, Plaintiffs will obtain a hearing date from the Court for
3 Plaintiffs' motion for preliminary approval of the Settlement, which Plaintiffs and Class Counsel will
4 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said
5 motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion
6 before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval
7 of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiffs will
8 apply for the entry of the Preliminary Approval Order seeking the following:

- 9 a. Conditionally certifying the Class for settlement purposes only;
- 10 b. Granting Preliminary Approval of the Settlement;
- 11 c. Preliminarily appointing Plaintiff Crisafulli as the representative of the Class;
- 12 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 13 e. Approving as to form and content, the mutually-agreed upon and proposed
14 Class Notice and directing its mailing by First Class U.S. Mail;
- 15 f. Approving the manner and method for Class Members to request exclusion
16 from or object to the Class Settlement as contained herein and within the Class Notice;
- 17 g. Scheduling a Final Approval Hearing at which the Court will determine whether
18 Final Approval of the Settlement should be granted.

19 25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
20 Class Counsel shall notify the LWDA of the Settlement.

21 26. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
22 Defendant will provide the Class List to the Settlement Administrator.

23 27. Notice by First-Class U.S. Mail.

- 24 a. Within fourteen (14) calendar days after receiving the Class List from
25 Defendant, the Settlement Administrator will perform a search based on the National Change of
26 Address Database or any other similar services available, such as provided by Experian, for
27 information to update and correct for any known or identifiable address changes, and will mail a Class
28 Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all

1 Class Members and PAGA Employees via First-Class U.S. Mail, using the most current, known
2 mailing addresses identified by the Settlement Administrator.

3 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
4 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
5 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
6 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
7 attempt to determine the correct address using a skip-trace or other search, using the name, address,
8 and/or Social Security number of the Class Member and/or PAGA Employee, and perform a single
9 re-mailing within five (5) calendar days.

10 c. Compliance with the procedures described herein above shall constitute due and
11 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
12 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
13 provide notice of the Settlement.

14 28. Disputes Regarding Workweeks and/or PAGA Workweeks. Class Members and
15 PAGA Employees will have an opportunity to dispute the number of Workweeks and/or PAGA
16 Workweeks to which they have been credited, as reflected in their respective Class Notices, by
17 submitting a timely and valid Workweeks Dispute to the Settlement Administrator, by mail,
18 postmarked on or before the Response Deadline. The date of the postmark on the return mailing
19 envelope will be the exclusive means to determine whether a Workweeks Dispute has been timely
20 submitted. The Parties agree that if any Class Member disputes the basis for determining their share
21 of the Net Settlement Amount, Defendant's records shall presumptively control. Absent evidence
22 rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks
23 and/or PAGA Workweeks to be credited to a disputing Class Member and/or PAGA Employee,
24 Defendant's records will be presumed to be correct and determinative of the dispute. However, if a
25 Class Member and/or PAGA Employee produces information and/or documents to the contrary, and
26 such disputes cannot be resolved by Class Counsel and Defendant's Counsel, such disputes may be
27 brought before the Court for resolution along with final approval of the Class Settlement.

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1 29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
2 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
3 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
4 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
5 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
6 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
7 submitted, and also identify the individuals who have submitted a timely and valid Request for
8 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
9 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
10 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
11 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
12 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
13 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
14 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
15 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
16 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
17 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
18 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
19 submit a Request for Exclusion.

20 30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
21 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
22 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
23 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
24 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
25 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
26 and complete and which were not), and also attach them to a declaration that is to be filed with the
27 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
28 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or

1 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
2 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
3 whether they have submitted a Notice of Objection.

4 31. Reports by the Settlement Administrator. The Settlement Administrator shall provide
5 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
6 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
7 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
8 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
9 Administrator will provide to counsel for the Parties any updated reports regarding the administration
10 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it
11 receives a request from an individual or any other entity regarding inclusion in the Class and/or
12 Settlement or regarding a Workweeks Dispute.

13 32. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
14 submit timely and valid Requests for Exclusion, Defendant shall have the sole and absolute discretion
15 to rescind/void the Settlement Agreement by providing written notice to Class Counsel within fifteen
16 (15) calendar days after receiving the final list of opt-outs from the Settlement Administrator.
17 Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or voiding
18 the Settlement Agreement. Such rescission shall have the same effect as a termination of the
19 Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement
20 shall become null and void and have no further force or effect. In the event Defendant rescinds the
21 Settlement, Defendant shall be solely responsible for any fees and costs incurred by the Settlement
22 Administrator.

23 33. Certification of Completion. Upon completion of administration of the Settlement, the
24 Settlement Administrator will provide a written declaration under oath to certify such completion to
25 the Court and counsel for all Parties.

26 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
27 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
28 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)

Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payments to Plaintiffs;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

35. Funding of the Gross Settlement Amount. No later than seven (7) calendar days after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than seven (7) calendar days after the Effective Date.

36. Distribution of the Gross Settlement Amount. Within ten (10) calendar days after the Effective Date, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely

1 forward these to the appropriate government authorities.

2 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking
3 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
4 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
5 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
6 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
7 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
8 Members and PAGA Employees are not required to submit a claim to be issued an Individual
9 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
10 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
11 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
12 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
13 of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA
14 Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil
15 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class
16 Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required
17 to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or
18 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
19 are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA
20 Payment checks. Settlement Class Members whose Individual Settlement Payment checks are
21 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose
22 Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.
23 The Settlement Administrator shall include on the memo line of Individual Settlement Payment
24 checks: "By cashing this check, I am opting into the FLSA release in the matter of *Crisafulli, et al. v.*
25 *Sonoma Media Investments, LLC*, Sonoma County Superior Court Case No. 24CV05458.

26 38. Class Settlement Release. Upon the Effective Date and full funding of the Gross
27 Settlement Amount, Plaintiffs (with the exception listed in Paragraph 41 of the Settlement Agreement
28 as to Plaintiff Giovacchini only) and all Settlement Class Members will be deemed to have fully,

1 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
2 of all Released Class Claims. To the extent required by law, the cashing of the Individual Settlement
3 Payment check by the Settlement Class Member shall be deemed to be an opt-in for purposes of
4 releasing the Released Parties from the claims predicated under the FLSA in the Released Class Claims
5 that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the
6 Operative Complaint.

7 39. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
8 Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all
9 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,
10 relinquished, and discharged the Released Parties of all Released PAGA Claims.

11 40. Plaintiffs' General Release. Upon the Effective Date and full funding of the Gross
12 Settlement Amount, Plaintiffs (with the exception listed in Paragraph 41 of the Settlement Agreement
13 as to Plaintiff Giovacchini only), individually and on their own behalf, will be deemed to have fully,
14 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
15 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys'
16 fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
17 unsuspected, asserted or unasserted, which Plaintiffs, at any time of execution of this Settlement
18 Agreement, had or claimed to have or may have, including but not limited to any and all claims arising
19 out of, relating to, or resulting from their employment and/or separation of employment with the
20 Released Parties, including any claims arising under any federal, state, or local law, statute, ordinance,
21 rule, or regulation or Executive Order relating to employment, including, but in no way limited to, any
22 claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans
23 with Disabilities Act; the Family and Medical Leave Act; the Employee Retirement Income Security
24 Act; the California Family Rights Act; the California Fair Employment and Housing Act; all claims
25 for wages or penalties under the Fair Labor Standards Act; all claims for wages or penalties under the
26 California Labor Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to
27 violation of public policy, retaliation, or interference with legal rights; any and all other employment
28 or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach

1 of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to
2 be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
3 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.
4 Plaintiffs understand and expressly agree that this Settlement Agreement extends to claims that they
5 have against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected,
6 vested or contingent, past, present, or future, arising from or attributable to an incident or event,
7 occurring in whole or in part, on or before the execution of this Settlement Agreement. Any and all
8 rights granted under any state or federal law or regulation limiting the effect of this Settlement
9 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
10 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

11 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
12 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
13 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
14 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
15 **THE DEBTOR OR RELEASED PARTY.**

16 41. Reservation of Plaintiff Giovacchini's pending JAMS Claim. Plaintiff Giovacchini
17 expressly reserves her right to arbitrate her pending individual claims against Defendant with JAMS.
18 Plaintiff Giovacchini's released claims further include, without limitation, any and all other claims of
19 any kind regarding her respective employment and/or the termination of employment including, but
20 not limited to, any claims for wages, bonuses, severance pay, vacation pay, penalties, employment
21 benefits, stock options, violation of any personnel policy, any claims based on discrimination,
22 harassment, or damages of any kind whatsoever, arising out of any common law torts, contracts,
23 express or implied, any covenant of good faith and fair dealing, any theory of negligence, any theory
24 of retaliation other than California Labor Code section 1102.5, any legal restriction on any of
25 Defendant's right to terminate the employment relationship, or any federal, state, or other
26 governmental statute, executive order, regulation or ordinance, or common law, or any other basis
27 whatsoever, to the fullest extent provided by law. Having been so apprised, except for those claims
28 now pending in arbitration with JAMS, Plaintiff Giovacchini voluntarily waives the rights described

1 in Section 1542 (in Paragraph 40) and elects to assumes all risks for claims that now exist in her favor,
2 known or unknown with respect to Defendant, except those expressly reserved in this Paragraph.

3 42. Final Approval Order and Judgment. The Parties shall provide the Settlement
4 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
5 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
6 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
7 Class will be required.

8 43. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
9 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
10 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
11 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
12 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
13 Settlement Agreement.

14 44. Effects of Termination or Rescission of Settlement. Either Plaintiffs or Defendant may
15 terminate this Settlement if the Court declines to enter the Preliminary Approval Order or the Final
16 Approval Order and Judgment in substantially the forms submitted by the Parties, or if an appeal
17 opposing the Final Approval Order and Judgment is not ultimately dismissed. The terminating Party
18 shall give to the other Party (through its/their counsel) written notice of its decision to terminate no
19 later than fourteen (14) calendar days after receiving notice that one of the enumerated events has
20 occurred. Termination or rescission of the Settlement Agreement shall have the following effects:

21 a. The Memorandum of Understanding and the Settlement Agreement shall be
22 void and shall have no force or effect, and no Party shall be bound by any of its terms;

23 b. In the event the Settlement Agreement is terminated, Defendant shall have no
24 obligation to make any payments to any Party, Settlement Class Member, or attorney, and the Gross
25 Settlement Amount in its entirety in the escrow account, if any, shall revert to Defendant. If there are
26 any fees incurred by the Settlement Administrator and the Settlement is terminated by Defendant,
27 Defendant shall solely be responsible for any costs and fees incurred by the Settlement Administrator;

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1 c. The Preliminary Approval Order and Final Approval Order and Judgment,
2 including any order certifying the Class, shall be vacated;

3 d. The Settlement Agreement and all negotiations, statements, and proceedings
4 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
5 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

6 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
7 statements, or filings in furtherance of the Settlement (including all matters associated with the
8 mediation) shall be admissible or offered into evidence in the Action or any other action for any
9 purpose whatsoever; and

10 f. Except as otherwise discoverable, neither the Memorandum of Understanding
11 nor any ancillary documents, actions, statements, or filings in furtherance of Settlement (including all
12 matters associated with the mediation) shall be admissible or offered into evidence in the Action or
13 any other action for any purpose whatsoever, except to enforce the terms in the event of a breach by
14 one Party.

15 45. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
16 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
17 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
18 of action or right herein released and discharged.

19 46. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
20 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
21 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

22 47. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
23 entirety of the Parties' agreement relating to the Settlement and transaction completed thereby, and all
24 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
25 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
26 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
27 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
28 which provide that a written agreement is to be construed according to its terms and may not be varied
or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written

1 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

2 48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
3 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
4 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
5 Approval Hearing to be conducted by the Court.

6 49. Defendant's Response to Plaintiffs' First Amended Complaint. If the Court denies
7 Final Approval of the Settlement for any reason, Plaintiffs agree to not take the default of Defendant,
8 and instead, Defendant will provide (if they have not already done so) a response to the Operative
9 Complaint within thirty (30) calendar days of the Court's order denying the motion for final approval.

10 50. Confidentiality.

11 Plaintiffs and Class Counsel will not make any public disclosure of the Settlement until after
12 the filing of the motion for preliminary approval of the Settlement. Plaintiffs and their counsel
13 represent that they have not made any such disclosure. Class Counsel will take all steps necessary to
14 ensure that Plaintiffs are aware of, and will encourage them to adhere to, the restriction against any
15 public disclosure of the Settlement until after the Settlement is preliminarily approved by the Court.
16 After preliminary approval, Class Counsel and Plaintiffs agree not to publicize the terms of this
17 Settlement with the media, including but not limited to, any newspaper, journal, magazine, website
18 and/or online reporter of settlements or on any website.

19 51. Amendment or Modification. Prior to the filing of the motion for preliminary approval
20 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
21 except by written agreement signed by counsel for all Parties. After the filing of the motion for
22 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
23 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
24 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
25 constitute a waiver of any other provision. Nothing herein will restrict Class Counsel from including
26 publicly available information regarding this Settlement in future judicial submissions regarding Class
27 Counsel's qualifications and experience. Furthermore, Plaintiffs and Class Counsel will undertake
28 any and all disclosures required to be made to the LWDA in conformity with PAGA.

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1 52. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement, and further intend that this Settlement
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
9 confidentiality provisions that otherwise might apply under state or federal law. Plaintiffs and
10 Defendant shall bear their own attorneys' fees and costs, except as provided herein

11 53. Signatories. It is agreed that because the members of the Class are so numerous, it is
12 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
13 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
14 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
15 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
16 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
Member and PAGA Employee.

17 54. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
18 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 55. California Law Governs. All terms of this Settlement Agreement and attached exhibits
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 56. Execution and Counterparts. This Settlement Agreement is subject only to the
22 execution of all Parties. However, this Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
24 copies of the signature page, will be deemed to be one and the same instrument.

25 57. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
26 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
27 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
28 account all relevant factors, present and potential. The Parties further acknowledge that they are each

1 represented by competent counsel and that they have had an opportunity to consult with their counsel
2 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
3 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
4 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
5 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

6 58. Invalidity of Any Provision. Before declaring any provision of this Settlement
7 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
8 possible consistent with applicable precedents so as to define all provisions of this Settlement
9 Agreement valid and enforceable.

10 59. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
11 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate
12 to implement the Settlement.

13 60. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
14 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
15 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
16 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
17 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
18 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
19 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
20 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
21 construed as an admission or concession by Defendant of any such violations or failures to comply
22 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
23 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
24 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
25 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
26 federal, state, local or other applicable law.

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1 61. Captions. The captions and paragraph numbers in this Settlement Agreement are
2 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
3 intent of the provisions of this Settlement Agreement.

4 62. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
5 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
6 construed more strictly against one Party than another merely by virtue of the fact that it may have
7 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
8 negotiations between the Parties, all Parties have contributed equally to the preparation of this
9 Settlement Agreement.

10 63. Representation By Counsel. The Parties acknowledge that they have been represented
11 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
12 that this Settlement Agreement has been executed with the consent and advice of counsel, and
13 reviewed in full.

14 64. All Terms Subject to Final Court Approval. All amounts and procedures described in
15 this Settlement Agreement herein will be subject to final Court approval.

16 65. Notices. All notices, demands, and other communications to be provided concerning
17 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
18 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
19 as follows:

20 To Plaintiffs and Class Counsel:

21 Jonathan M. Genish

22 jgenish@blackstonepc.com

23 Karen I. Gold

24 kgold@blackstonepc.com

25 Sara Pezeshkpour

26 spezeshkpour@blackstonepc.com

27 Noam Y. Reiffman

28 nreiffman@blackstonepc.com

 Marissa A. Mayhood

 mmayhood@blackstonepc.com

 Alexandra Rose

 arose@blackstonepc.com

BLACKSTONE LAW, APC

 8383 Wilshire Boulevard, Suite 745

 Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Elizabeth Staggs Wilson
EStaggs-Wilson@littler.com

Chad Greeson
CGreeson@littler.com

LITTLER MENDELSON, P.C.

1255 Treat Blvd., Suite 600

Walnut Creek, California 94597

Tel: (925) 927-4507 / Fax: (925) 946-9809

66. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF ARIANA CRISAFULLI

Dated: 07/27/2025


Ariana Crisafulli

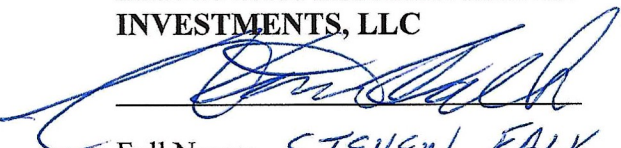
PLAINTIFF GINA MARIE GIOVACCHINI

Dated: _____

Gina Marie Giovacchini

**DEFENDANT SONOMA MEDIA
INVESTMENTS, LLC**

Dated: _____


Full Name: STEVEN FALK

Title: CEO
On behalf of Sonoma Media Investments, LLC

Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Elizabeth Staggs Wilson
EStaggs-Wilson@littler.com

Chad Greeson

CGreeson@littler.com

LITTLER MENDELSON, P.C.

1255 Treat Blvd., Suite 600

Walnut Creek, California 94597

Tel: (925) 927-4507 / Fax: (925) 946-9809

66. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

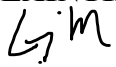
PLAINTIFF ARIANA CRISAFULLI

Dated: _____

Ariana Crisafulli

PLAINTIFF GINA MARIE GIOVACCHINI

Dated: 07/25/2025



Gina Marie Giovacchini

**DEFENDANT SONOMA MEDIA
INVESTMENTS, LLC**

Dated: _____

Full Name: _____

Title: _____
On behalf of Sonoma Media Investments, LLC

1 **APPROVED AS TO FORM ONLY:**

2 **BLACKSTONE LAW, APC**

3
4 Dated: July 28, 2025



Karen I. Gold
Attorneys for Plaintiffs Ariana Crisafulli and
Gina Marie Giovacchini and Proposed Class
Counsel

7 **LITTLER MENDELSON, P.C.**

8
9 Dated: August 25, 2025



Elizabeth Staggs Wilson
Chad Greeson
Attorneys for Defendant Sonoma Media
Investments, LLC

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Ariana Crisafulli, et al. v. Sonoma Media Investments, LLC
Superior Court of California for the County of Sonoma, Case No. 24CV05458

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Ariana Crisafulli ("Plaintiff Crisafulli") and Gina Marie Giovacchini ("Plaintiff Giovacchini") (together, "Plaintiffs") and Defendant Sonoma Media Investments, LLC ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Ariana Crisafulli, et al. v. Sonoma Media Investments, LLC*, Sonoma County Superior Court, Case No. 24CV05458 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the Class Period and who did not sign a settlement and release agreement and/or who are not covered by a Collective Bargaining Agreement in connection with their employment with Defendant.

"Class Period" means the period from September 12, 2020 through March 15, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from September 12, 2023 through March 15, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On September 12, 2024, Plaintiff Giovacchini provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that she contends were violated. On September 13, 2024, Plaintiff Crisafulli commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On [redacted], Plaintiff Giovacchini provided an amended written notice to the LWDA and Defendant. The September 12, 2024 and [redacted] notices are together referred to as the "PAGA Letter". On [redacted], Plaintiffs filed a First Amended Class and Representative Action Complaint ("Operative Complaint"), which, *inter alia*, added Plaintiff Giovacchini as a named plaintiff and causes of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA") and the Fair Labor Standards Act ("FLSA").

No court or jury has made any determination as to the merits of Plaintiffs' claims, or that this case is appropriate to pursue as a class or representative action. Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, provide accurate wage statements, reimburse business expenses, provide sick leave and notice of entitlement to sick leave, and pay vacation time, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA.

Plaintiffs also contend that Defendant failed to properly pay minimum and overtime wages pursuant to FLSA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law. Defendant further maintains that class and representative treatment for this Action is inappropriate except for settlement purposes.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Ariana Crisafulli as representative of the Class ("Class Representative"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Karen I. Gold,
Sara Pezeshkpour
Noam Reiffman
Marissa A. Mayhood
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Counsel for Defendant are the following:

Elizabeth Staggs Wilson
Chad Greeson
Littler Mendelson, P.C.
1255 Treat Boulevard, Suite 600
Walnut Creek, California 94597
Tel: (925) 927-4507 / Fax: (925) 946-9809

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five

percent (35%) of the Gross Settlement Amount (i.e., \$122,500.00 if the Gross Settlement Amount is \$350,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel and subject to proof; (2) Enhancement Payments amounts not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each (total, \$15,000.00) to Plaintiffs for their services in the Action; (3) the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (i.e., \$16,250.00) (“LWDA Payment”) and the remaining 35% (i.e., \$8,750.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as a non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of weeks each PAGA Employee worked for Defendant as a non-exempt employee in California during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- From September 12, 2020 through **March 15, 2025** (i.e., the Class Period), you are credited as having worked [] Workweeks.
- From September 12, 2023 through **March 15, 2025** (i.e., the PAGA Period), you are credited as having worked [] PAGA Workweeks.

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Crisafulli v. Sonoma Media Investments, LLC*, Case No. 24CV05458); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you

dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before [Response Deadline].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Workweeks (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [redacted] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs (with the exception listed in Paragraph 41 of the Settlement Agreement as to Plaintiff Giovacchini only) and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. To the extent required by law, the cashing of the Individual Settlement Payment check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing the Released Parties from the claims predicated under the FLSA in the Released Class Claims that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Operative Complaint.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages (Cal. Labor. Code §§ 510, 1194, 1197, 1198, and 1197.1), failure to calculate the regular rate of pay resulting in unpaid wages (Cal. Lab. Code §§ 204, 210, 510, 515, 551, 552, 558, 558.1, 1182.12, 1194, 1197, 1197.1, and 1198, tit. 8 CCR § 11040(5)(A)-(B), and the applicable Wage Order), failure to provide compliant meal and rest periods and associated premium payments (Cal. Lab. Code §§ 226.7 and 512(a)), improper sick pay (Cal. Lab. Code §§ 233, 245-249), improper overtime compensation pay (Cal. Lab. Code § 204.3), failure to timely pay wages (Cal. Lab. Code §§ 204 and 210), untimely final wages (Cal. Lab. Code §§ 201, 202, and 203), failure to provide accurate wage statements (Cal. Lab. Code § 226), failure to pay vacation wages (Cal. Lab. Code § 227.3), and failure to reimburse necessary business-related expenses (Cal. Lab. Code §§ 2800 and 2802), violation of Cal. Business & Professions Code §§ 17200, *et seq.*; claims for interest, penalties (including but not limited to waiting time penalties at Cal. Lab. Code §§ 201-204; Cal. Lab. Code §§ 1198.5 and 1199), or premiums in connection with any of the preceding claims; as well as any claims under the California Labor Code, California Industrial Welfare Commission’s Wage Orders, or the California Code of Regulations, that were alleged or which could have been alleged under the same or similar facts, allegations, or claims pleading in the Operative Complaint, Fair Labor Standards Act 29 U.S.C. Section 206, Fair Labor Standards Act 29 U.S.C. Section 207, and any claims for injunctive relief, declaratory relief, restitution, , fraudulent business practices, or punitive damages alleged or which could have been alleged under the facts, allegations, and/or claims pleaded in the Operative Complaint.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter, arising

during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages (Cal. Labor. Code §§ 510, 1194, 1197, 1198, and 1197.1), failure to calculate the regular rate of pay resulting in unpaid wages (Cal. Lab. Code §§ 204, 210, 510, 515, 551, 552, 558, 558.1, 1182.12, 1194, 1197, 1197.1, and 1198, tit. 8 CCR § 11040(5)(A)-(B), and the applicable Wage Order), failure to provide compliant meal and rest periods and associated premium payments (Cal. Lab. Code §§ 226.7 and 512(a)), improper sick pay (Cal. Lab. Code §§ 233, 245- 249), improper overtime compensation pay (Cal. Lab. Code § 204.3), failure to timely pay wages (Cal. Lab. Code §§ 204 and 210), untimely final wages (Cal. Lab. Code §§ 201, 202, and 203), failure to provide accurate wage statements (Cal. Lab. Code § 226), failure to pay vacation wages (Cal. Lab. Code § 227.3), failure to keep accurate employment records (Cal. Lab. Code §§ 1174(d) and 1174.5); and failure to reimburse necessary business-related expenses (Cal. Lab. Code §§ 2800 and 2802), claims for interest, penalties (including but not limited to waiting time penalties at Cal. Lab. Code §§ 201-204; Cal. Lab. Code §§ 1198.5 and 1199), and the applicable Industrial Welfare Commission Wage Order.

"Released Parties" means Defendant and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$122,500.00 if the Gross Settlement Amount is \$350,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amounts of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each (total, \$15,000.00) ("Enhancement Payments"), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to any other payments they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA

Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Crisafulli v. Sonoma Media Investments, LLC*, Case No. 24CV05458); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Crisafulli v. Sonoma Media Investments, LLC*, Case No. 24CV05458); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 16 of the Sonoma County Superior Court, located at 3035 Cleveland Avenue, Suite 200, Santa Rosa, California 95403, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

To appear remotely please use the following:

Department 16

To join by Zoom link: <https://sonomacourt-org.zoomgov.com/j/1614606380>

To join by phone dial: (669) 254-5252

- Meeting ID: 161-460-6380
- Passcode: 840359

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may request a copy of the Settlement Agreement and other documents filed in the Action for a fee by filling out a form at https://forms.office.com/Pages/ResponsePage.aspx?id=6DJQLUBr_Eifv4AyF4vv3fo_2lIgt-pFpmEI7r1wxwZURDNNVlcwOENISVRJVVNEREZDRjk4MFZWTSQIQCN0PWcu and inserting Case No. 24CV05458.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 4



Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Jue 23/10/2025 15:24

Para Lorena Bautista <lbautista@blackstonepc.com>

[External Email].

10/23/2025 01:24:13 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/23/2025 01:24:13 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1050318-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>