

Bhatia Law Firm, PC
Sunjay P. Bhatia, Esq. (SBN 304227)
3620 Pacific Coast Highway
Suite 200
Torrance, CA 90505
Telephone: (310) 994-7152
E-mail: sunjay@bhatiafirm.com

Benowitz Law Corporation
Louis Benowitz (SBN 262300)
8605 Santa Monica Boulevard, PMB 79183
West Hollywood, CA 90069
Telephone: (818) 839-9610
E-mail: louis@benowitzlaw.com

Attorneys for Plaintiff
LYLE SINCLAIR and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE
RIVERSIDE HISTORIC COURTHOUSE

(UNLIMITED JURISDICTION)

LYLE SINCLAIR, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

SUNDOWN ENTERTAINMENT GROUP,
INC., a California corporation; and Does 1
through 50, inclusive,

Defendants.

Case No. CVRI2406741

**CLASS AND PAGA ACTION
SETTLEMENT AGREEMENT**

Action filed: December 09, 2024
Dept: 1, The Honorable Harold W.
Hopp

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ATTORNEYS FOR DEFENDANT(S)

Alexis Law Firm

Drew L. Alexis (SBN 177692)

Wendy K. Shiff (SBN 174616)

100 W. Broadway, Suite 250

Long Beach, CA 90802

Telephone: (562) 544-9809

E-mail: dalexis@alexislawfirm.com

wshiff@alexislawfirm.com

Attorneys for Defendant Sundown Entertainment Group, Inc.

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Lyle Sinclair (“Plaintiff”) and defendant Sundown Entertainment Group, Inc.
3 (“Sundown Entertainment” or “Defendant”). The Agreement refers to Plaintiff and Defendant
4 collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Sundown Entertainment Group, Inc. captioned “Lyle Sinclair, on behalf of himself, and all others
8 similarly situated, *Plaintiff(s)*, vs. Sundown Entertainment Group, Inc., a California corporation;
9 and DOES 1 through 50, inclusive, *Defendant(s)*,” Case No. CVRI2406741 initiated on
December 9, 2024 and pending in Superior Court of the State of California, County of Riverside.

10 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the
neutral entity the Parties have agreed to appoint to administer the Settlement.

11 1.3. “Administration Expenses Payment” means the amount the Administrator will be
12 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
13 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
14 with Preliminary Approval of the Settlement.

15 1.4. “Class” means all persons currently or formerly employed by Defendant in
16 California, as non-exempt, hourly-paid employees during the Class Period. It shall be an opt-out
class.

17 1.5. “Class Counsel” means Sunjay Bhatia of Bhatia Law Firm, PC and Louis M.
18 Benowitz of Benowitz Law Corporation.

19 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
20 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
21 expenses, respectively, incurred to prosecute the Action.

22 1.7. “Class Data” means Class Member identifying information in Defendant’s
23 possession including the Class Member’s name, last-known mailing address, Social Security
number, and number of Class Period Workweeks.

24 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as
25 either a Participating Class Member or Non-Participating Class Member (including a Non-
26 Participating Class Member who qualifies as a PAGA Employee).

27 1.9. “Class Member Address Search” means the Administrator’s investigation and

1 search for current Class Member and PAGA Employee mailing addresses using all reasonably
2 available sources, methods and means including, but not limited to, the National Change of
3 Address database, skip traces, and direct contact by the Administrator with Class Members and
4 PAGA Employees.

5 1.10. "Class Notice" means the COURT APPROVED NOTICE OF CLASS AND
6 PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL,
7 to be mailed to Class Members and PAGA Employees in English with a Spanish translation in
8 the form, without material variation, attached as Exhibit A and incorporated by reference into this
9 Agreement.

10 1.11. "Class Period" means the period from December 9, 2020 to August 11, 2025.

11 1.12. "Class Representative" means the named Plaintiff in the operative complaint in the
12 Action seeking Court approval to serve as a Class Representative.

13 1.13. "Class Representative Service Payment" means the payment to the Class
14 Representative for initiating the Action and providing services in support of the Action.

15 1.14. "Class Settlement" means the disposition of the Action to which all Participating
16 Class Members are bound.

17 1.15. "Court" means the Superior Court of California, County of Riverside.

18 1.16. "Defendant" means named Defendant Sundown Entertainment Group, Inc.

19 1.17. "Defense Counsel" means Drew L. Alexis and Wendy K. Shiff of the Alexis Law
20 Firm.

21 1.18. "Effective Date" means the date by when both of the following have occurred: (a)
22 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
23 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
24 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
25 one or more Participating Class Members objects to the Settlement, the day after the deadline for
26 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
27 day after the appellate court affirms the Judgment and issues a remittitur.

28 1.19. "Final Approval" means the Court's order granting final approval of the
Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final
Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement. A proposed Final Judgment form is attached as Exhibit F.

1.22. "Gross Settlement Amount" means One Million Dollars and Zero Cents (\$1,000,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the PAGA Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Period Paychecks issued during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. Submitting a Request for Exclusion has no impact on whether the Class Member is a PAGA Employee.

1.30. "Notice Packet" means the Class Notice (Exhibit A), the Election Not to Participate in Settlement form (Exhibit B), the Workweek Dispute form (Exhibit C), and the Objection form (Exhibit D) in English with Spanish translations.

- 1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.32. "PAGA Data" means the PAGA Employee identifying information in Defendant's possession including the PAGA Employee's name, last-known mailing address, Social Security number, and number of PAGA Period Paychecks.
- 1.33. "PAGA Employees" means all persons currently or formerly employed by Defendant in California, as non-exempt, hourly-paid employees during the PAGA Period.
- 1.34. "PAGA Notice" means Plaintiff's December 9, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the PAGA Employees (\$8,750.00) and the 65% to LWDA (\$16,250.00) in settlement of PAGA claims.
- 1.36. "PAGA Period" means the period from December 9, 2023 to August 11, 2025.
- 1.37. "PAGA Period Paychecks" means any pay period during which a PAGA Employee worked for Defendant and was issued a paycheck during the PAGA Period.
- 1.38. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.
- 1.39. "Plaintiff" means Lyle Sinclair, the named plaintiff in the Action.
- 1.40. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.41. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of Class and PAGA Settlement. A proposed Preliminary Approval Order form is attached as Exhibit E.
- 1.42. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.43. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.44. "Released Parties" means: Defendant and each of its shareholders, officers, directors, employees and agents.
- 1.45. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member. An Election Not to Participate in Settlement form is attached as Exhibit B.

1.46. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class Settlement, or (b) fax, email, or mail his or her Objection to the Class Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.47. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.48. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

1.49. A Workweek and PAGA Period Paycheck Dispute form is attached as Exhibit C.

2. RECITALS.

2.1. On December 9, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related claims. On June 23, 2025, Plaintiff filed a First Amended Complaint alleging causes of action against Defendant for failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related allegations. The First Amended Complaint is the operative complaint in the Action.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On August 11, 2025, the Parties participated in an all-day mediation presided over by J.J. Johnston, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through informal discovery, the number of comparable employees, the number of Workweeks, the number of PAGA Period Paychecks, average rates of pay, sample time records, sample payroll records, written policies, and related information. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794,

1 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
2 (“*Dunk/Kullar*”).

3 2.5. The Court has not granted class certification.

4 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware
5 of any other pending matter or action asserting claims that will be extinguished or affected by the
6 Settlement.

7 **3. MONETARY TERMS.**

8 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
9 Defendant promises to pay One Million Dollars and Zero Cents (\$1,000,000.00) and no more as
10 the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on
11 the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the
12 Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of
13 this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
14 asking or requiring Participating Class Members or Class Members to submit any claim as a
15 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

16 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
17 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
18 the Court in the Final Approval:

19 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
20 Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any
21 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class
22 Member). Defendant will not oppose Plaintiff’s request for a Class Representative Service
23 Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment
24 and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
25 Representative Service Payments no later than 16 court days prior to the Final Approval Hearing.
26 If the Court approves a Class Representative Service Payment less than the amount requested, the
27 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will
28 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
33.33%, which is currently estimated to be \$333,333.33 and a Class Counsel Litigation Expenses

1 Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments
 2 provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for
 3 Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days
 4 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or
 5 a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
 6 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
 7 to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
 8 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
 9 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more
 10 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the
 11 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any
 division or sharing of any of these Payments.

12 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
 13 \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the
 14 Administration Expenses are less or the Court approves payment less than \$10,000.00, the
 15 Administrator will retain the remainder in the Net Settlement Amount.

16 3.2.4. To Each Participating Class Member: An Individual Class Payment
 17 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
 18 by all Participating Class Members during the Class Period and (b) multiplying the result by each
 Participating Class Member's Workweeks.

19 3.2.4.1. Tax Allocation of Individual Class Payments. 20.00% of
 20 each Participating Class Member's Individual Class Payment will be allocated to settlement of
 21 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
 22 reported on an IRS W-2 Form by the Administrator. The 80.00% of each Participating Class
 23 Member's Individual Class Payment will be allocated to settlement of claims for interest and
 24 penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage
 25 withholdings and will be reported on IRS 1099 Forms by the Administrator. Participating Class
 26 Members assume full responsibility and liability for any employee taxes owed on their Individual
 27 Class Payment and PAGA Employees assume full responsibility and liability for any employee
 taxes owed on their Individual PAGA Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments but will receive Individual PAGA Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis and shall distribute the Individual PAGA Payments to Non-Participating Class Members who are also PAGA Employees.

3.2.5. To the LWDA and PAGA Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 65% (\$16,250.00) allocated to the LWDA PAGA Payment and 35% (\$8,750.00) allocated to the Individual PAGA Payments to PAGA Employees.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 35% share of PAGA Penalties (\$8,750.00) by the total number of PAGA Period Paychecks issued to all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employees' PAGA Period Paychecks. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and PAGA Period Paychecks. Based on a review of its records to date, Defendant estimates there are 202 Class Members who collectively worked a total of 14,018 Workweeks, and 102 PAGA Employees who were issued a total 3,038 of PAGA Period Paychecks.

4.2. Class Data and PAGA Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data and PAGA Data to the Administrator, in the form of a Microsoft Excel spreadsheet, which may be password protected and uploaded to the Administrator's portal. To protect Class Members' and PAGA Employees' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data and PAGA Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data and PAGA Data to Administrator employees

1 who need access to the Class Data and PAGA Data to effect and perform under this Agreement.
 2 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class
 3 Data and PAGA Data omitted Class Member or PAGA Employee identifying information and to
 4 provide corrected or updated Class Data and/or PAGA Data as soon as reasonably feasible.
 5 Without any extension of the deadline by which Defendant must send the Class Data and PAGA
 6 Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good
 7 faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data and
 8 PAGA Data.

8 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
 9 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll
 10 taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

11 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant
 12 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
 13 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
 14 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
 15 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
 16 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
 17 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
 18 Payments.

19 4.4.1. The Administrator will issue checks for the Individual Class Payments
 20 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
 21 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
 22 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
 23 not cashed by the void date. The Administrator will send checks for Individual Settlement
 24 Payments to all Participating Class Members and Individual PAGA Payments to PAGA
 25 Employees (including those for whom Notice Packets were returned as undelivered). The
 26 Administrator will send checks for Individual PAGA Payments to all PAGA Employees including
 27 Non-Participating Class Members who qualify as PAGA Employees (including those for whom
 28 Notice Packet was returned undelivered). The Administrator may send Participating Class
 Members who are also PAGA Employees a single check combining the Individual Class Payment
 and the Individual PAGA Payment. Before mailing any checks, the Administrator must update

1 the recipients' mailing addresses using the National Change of Address Database.

2 4.4.2. The Administrator must conduct a Class Member Address Search for all
3 other Class Members and PAGA Employees whose checks are returned undelivered without
4 USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must
5 re-mail checks to the USPS forwarding address provided or to an address ascertained through the
6 Class Member Address Search. The Administrator need not take further steps to deliver checks
7 to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall
8 promptly send a replacement check to any Class Member or PAGA Employee whose original
9 check was lost or misplaced, requested by the Class Member or PAGA Employee prior to the
10 void date.

11 4.4.3. For any Class Member whose Individual Class Payment check or
12 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
13 shall transmit the funds represented by such checks to the California Controller's Unclaimed
14 Property Fund in the name of the Class Member or PAGA Employee thereby leaving no "unpaid
15 residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

16 4.4.4. The payment of Individual Class Payments and Individual PAGA
17 Payments shall not obligate Defendant to confer any additional benefits or make any additional
18 payments to Class Members or PAGA Employees (such as 401(k) contributions or bonuses)
19 beyond those specified in this Agreement.

20 **5. [OMITTED]**

21 **6. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
22 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
23 Individual Class Payments, Plaintiff, Class Members, PAGA Employees, and Class Counsel will
24 release claims against all Released Parties as follows:

25 6.1 Plaintiff's Release. Plaintiff and his respective former and present spouses,
26 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
27 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
28 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
that were, or reasonably could have been, alleged based on facts contained in the Operative
Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2,

below. (“Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

6.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

6.2 Release by Participating Class Members Who Are Not PAGA Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims stated in the Operative Complaint and those based solely upon the facts alleged in the Operative Complaint. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

6.3 Release of PAGA Claim. Plaintiff releases the Released Parties from any and all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing letter to the LWDA and in the Operative Complaint; Plaintiff does not release the claim for wages or damages of any PAGA Employee unless such PAGA Employee is a Participating Class Member.

6.4 Release by the State of California: The State of California is deemed to release the Released Parties from any and all claims for PAGA penalties arising during the PAGA Period that were described in Plaintiff’s pre-filing letter to the LWDA and as alleged in the Operative

1 Complaint.

2 **7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
3 file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with
4 the Court’s current requirements for Preliminary Approval. A Preliminary Approval Order form
is attached as Exhibit E.

5 7.1 Defendant’s Declaration in Support of Preliminary Approval. Within ten (10)
6 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel
7 a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any
8 actual or potential conflicts of interest with the Administrator. In their Declarations, Defense
9 Counsel and Defendant shall aver that they are not aware of any other pending matter or action
asserting claims that will be extinguished or adversely affected by the Settlement.

10 7.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
11 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
12 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
13 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
14 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval
15 and Approval of PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed declaration
16 from the Administrator attaching its “not to exceed” bid for administering the Settlement and
17 attesting to its willingness to serve; competency; operative procedures for protecting the security
18 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
19 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
20 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
21 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
22 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members,
23 PAGA Employees, and/or the Administrator; (v) a signed declaration from each Class Counsel
24 firm attesting to its competency to represent the Class Members; its timely transmission to the
25 LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section
26 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement
27 (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing
all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts
relevant to any actual or potential conflict of interest with Class Members or PAGA Employees,

1 and the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver
2 that they are not aware of any other pending matter or action asserting claims that will be
3 extinguished or adversely affected by the Settlement.

4 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
5 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
6 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the
7 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
8 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
Approval to the Administrator.

9 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
10 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
11 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
12 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
13 Preliminary Approval or conditions Preliminary Approval on any material change to this
14 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
15 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
otherwise satisfy the Court's concerns.

16 **8. SETTLEMENT ADMINISTRATION.**

17 8.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement
18 Administrators to serve as the Administrator and verified that, as a condition of appointment,
19 Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a
20 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
21 Expenses. The Parties and their Counsel represent that they have no interest or relationship,
22 financial or otherwise, with the Administrator other than a professional relationship arising out of
prior experiences administering settlements.

23 8.2 Employer Identification Number. The Administrator shall have and use its own
24 Employer Identification Number for purposes of calculating payroll tax withholdings and
providing reports state and federal tax authorities.

25 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
26 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
27 Regulation section 468B-1.

1 8.4 Notice to Class Members and PAGA Employees.

2 8.4.1 No later than three (3) business days after receipt of the Class Data and
3 PAGA Data, the Administrator shall notify Class Counsel that the list has been received and state
4 the number of Class Members, and Workweeks in the Class Data, and the number of PAGA
5 Employees and PAGA Period Paychecks in the PAGA Data.

6 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
7 14 days after receiving the Class Data and PAGA Data, the Administrator will send to all Class
8 Members identified in the Class Data, and all PAGA Employees identified in the PAGA Data,
9 via first-class United States Postal Service (“USPS”) mail, the Notice Packet with Spanish
10 translation, if applicable substantially in the forms attached to this Agreement as **Exhibits A, B,**
11 **C, and D.** The first page of the Class Notice shall prominently estimate the dollar amounts of any
12 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the
13 number of Workweeks and PAGA Period Paychecks (if applicable) used to calculate these amounts.
14 Before mailing Notice Packets, the Administrator shall update Class Member and PAGA Employee
15 addresses using the National Change of Address database.

16 8.4.3 Not later than 3 business days after the Administrator’s receipt of any
17 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
18 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
19 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
20 the Notice Packet to the most current address obtained. The Administrator has no obligation to
21 make further attempts to locate or send Notice Packet to Class Members or PAGA Employees
22 whose Notice Packet is returned by the USPS a second time.

23 8.4.4 The deadlines for Class Members’ written objections, Challenges to
24 Workweeks (disputes), and Requests for Exclusion will be extended an additional 14 days beyond
25 the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-
26 mailed. The Administrator will inform the Class Member of the extended deadline with the re-
27 mailed Notice Packet.

28 8.4.5 If the Administrator, Defendant or Class Counsel is contacted by or
otherwise discovers any persons who believe they should have been included in the Class Data
and should have received Notice Packet, the Parties will expeditiously meet and confer in person
or by telephone, and in good faith. in an effort to agree on whether to include them as Class

Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating

1 Class Members are eligible for an Individual PAGA Payment if they qualify as PAGA Employees.

2 8.6 Challenges to Calculation of Workweeks and PAGA Period Paychecks. Each
3 Class Member shall have 60 days after the Administrator mails the Notice Packet (plus an
4 additional 14 days for Class Members or PAGA Employees whose Notice Packet is re-mailed) to
5 challenge the number of Class Workweeks and PAGA Period Paychecks (if any) allocated to the
6 Class Member or PAGA Employee in the Class Notice. This is also known as a dispute. A
7 Workweek and Paycheck Dispute form, attached as Exhibit C, may be used for this purpose but
8 is not required. The Class Member or PAGA Employee may challenge the allocation by
9 communicating with the Administrator via fax, email or mail. The Administrator must encourage
10 the challenging Class Member to submit supporting documentation. In the absence of any
11 contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA
12 Period Paychecks contained in the Class Notice are correct so long as they are consistent with the
13 Class Data and PAGA Data. The Administrator's determination of each Class Member's
14 allocation of Workweeks and each PAGA Employee's allocation of PAGA Period Paychecks
15 shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall
16 promptly provide copies of all challenges to calculation of Workweeks and PAGA Period
17 Paychecks to Defense Counsel and Class Counsel and the Administrator's determination the
18 challenges.

16 8.7 Objections to Settlement.

17 8.7.1 Only Participating Class Members may object to the class action
18 components of the Settlement and/or this Agreement, including contesting the fairness of the
19 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
20 Litigation Expenses Payment and/or Class Representative Service Payment.

21 8.7.2 Participating Class Members may send written objections to the
22 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
23 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
24 Hearing. A Participating Class Member who elects to send a written objection to the
25 Administrator must do so not later than 60 days after the Administrator's mailing of the Notice
26 Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). An
27 The Objection form attached as Exhibit D may be used for this purpose but is not required.

27 8.7.3 Non-Participating Class Members have no right to object to any of the class

1 action components of the Settlement.

2 8.8 Administrator Duties. The Administrator has a duty to perform or observe all
3 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

4 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will
5 establish and maintain and use an internet website to post information of interest to Class
6 Members including the date, time and location for the Final Approval Hearing and copies of the
7 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Notice
8 Packet, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
9 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
10 Approval and the Judgment. The Administrator will also maintain and monitor an email address
and a toll-free telephone number to receive Class Member calls, faxes and emails.

11 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
12 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
13 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
14 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
15 and other identifying information of Class Members who have timely submitted valid Requests
16 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
Exclusion from Settlement submitted (whether valid or invalid).

17 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
18 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
19 of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for
20 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and
21 PAGA Period Paychecks received and/or resolved, and checks mailed for Individual Class
22 Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include
23 provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies
of all Requests for Exclusion and objections received.

24 8.8.4 Workweek Challenges. The Administrator has the authority to address and
25 make final decisions consistent with the terms of this Agreement on all Class Member challenges
26 over the calculation of Workweeks all PAGA Employee challenges over the calculation of PAGA
27 Period Paychecks. The Administrator’s decision shall be final and not appealable or otherwise

1 susceptible to challenge.

2 8.8.5 Administrator's Declaration. Not later than 14 days before the date by
3 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
4 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
5 for filing in Court attesting to its due diligence and compliance with all of its obligations under
6 this Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets
7 returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members and
8 PAGA Employees, the total number of Requests for Exclusion from Settlement it received (both
9 valid or invalid), the number of written objections and attach the Exclusion List. The
10 Administrator will supplement its declaration as needed or requested by the Parties and/or the
11 Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

12 8.8.6 Final Report by Administrator. Within 10 days after the Administrator
13 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
14 and Defense Counsel with a final report detailing its disbursements by employee identification
15 number only of all payments made under this Agreement. At least 15 days before any deadline
16 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
17 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
18 payments required under this Agreement. Class Counsel is responsible for filing the
19 Administrator's declaration in Court.

20 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Defendant represents that
21 as of August 11, 2025 there are no more than approximately 14,018 Workweeks worked during
22 the Class Period. In the event the number of Workweeks worked increases by more than 10%,
23 or more than 15,419 Workweeks worked, then Defendant shall, at its option, either (a) increase
24 the GSA proportionally by the Workweeks in excess of the 10%; or (b) cap the Class Period as
25 of the date the number of Workweeks reaches but does not exceed 10%. Under option (a) an
26 increase by more than 10% shall mean should the number of Workweeks increase by more than
27 10% through the Class Period, this will increase the GSA proportionally over the 10% increase.
28 For example, if the number of Workweeks increase by 11% through the Class Period, and
Defendant elects option (a) set forth above, then the GSA shall increase by 1%.

26 **10. [OMITTED]**

27 **11. DEFENDANT'S RIGHT TO WITHDRAW.** Notwithstanding any other provision of

1 this Settlement, Defendant shall retain the right, in the exercise of its sole discretion, to
2 unilaterally withdraw from and terminate the Settlement no later than five (5) court days prior to
3 the date of the Final Approval Hearing if Class Members representing more than an aggregate
4 total of 10% of the verified workweeks opt out of the Settlement. In such an event, Defendant
5 shall be solely responsible for settlement administration costs from the third-party administrator
6 to date. In the event of Defendant's withdrawal, no party may use the fact that the Parties agreed
7 to the Settlement for any reason.

7 **12. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
8 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
9 that includes a request for approval of the PAGA settlement under Labor Code section 2699,
10 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for
11 Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later
12 than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
13 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
14 disagreements concerning the Motion for Final Approval.

14 12.1 Response to Objections. Each Party retains the right to respond to any objection
15 raised by a Participating Class Member, including the right to file responsive documents in Court
16 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
17 by the Court.

17 12.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
18 Approval on any material change to the Settlement (including, but not limited to, the scope of
19 release to be granted by Class Members), the Parties will expeditiously work together in good
20 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
21 Approval. The Court's decision to award less than the amounts requested for the Class
22 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
23 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
24 modification to the Agreement within the meaning of this paragraph.

24 12.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
25 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
26 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
27 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

1 12.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
2 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
3 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
4 respective counsel, and all Participating Class Members who did not object to the Settlement as
5 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
6 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
7 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
8 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
9 Parties' obligations to perform under this Agreement will be suspended until such time as the
10 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
the amount of the Net Settlement Amount.

11 12.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
12 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
13 material modification of this Agreement (including, but not limited to, the scope of release to be
14 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
15 expeditiously work together in good faith to address the appellate court's concerns and to obtain
16 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
17 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
18 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
shall not constitute a material modification of the Judgment within the meaning of this paragraph,
as long as the Gross Settlement Amount remains unchanged.

19 **13. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
20 Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed
21 amended judgment.

22 **14. ADDITIONAL PROVISIONS.**

23 14.1 No Admission of Liability, Class Certification or Representative Manageability
24 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
25 claims. Nothing in this Agreement is intended or should be construed as an admission by
26 Defendant or any of the Released Parties that any of the allegations in the Operative Complaint
27 have merit or that Defendant has any liability for any claims asserted; nor should it be intended
or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The

1 Parties agree that class certification and representative treatment is for purposes of this Settlement
2 only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter
3 Judgment, Defendant reserves the right to contest certification of any class for any reasons, and
4 Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the
5 right to move for class certification on any grounds available and to contest Defendant's defenses.
6 The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing
7 on, and will not be admissible in connection with, any litigation (except for proceedings to enforce
or effectuate the Settlement and this Agreement).

8 14.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
9 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval
10 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
11 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
12 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
13 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
14 all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to
15 report income to appropriate taxing authorities; (3) in response to a court order or subpoena; or
16 (4) in response to an inquiry or subpoena issued by a state or federal government agency.

17 Each Party agrees to immediately notify each other Party of any judicial or agency
18 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and
19 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
20 communication, before the filing of the Motion for Preliminary Approval, any with third party
21 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
22 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
23 communications with Class Members in accordance with Class Counsel's ethical obligations
24 owed to Class Members.

25 14.3 No Solicitation. The Parties separately agree that they and their respective
26 counsel will not solicit any Class Member to opt out of or object to the Settlement, or appeal from
27 the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to
28 communicate with Class Members and PAGA Employees in accordance with Class Counsel's
ethical obligations owed to Class Members.

14.4 Integrated Agreement. Upon execution by all Parties and their counsel, this

Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

14.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

14.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

14.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

14.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

14.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

14.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

14.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

1 14.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
2 preparation of this Agreement. This Agreement will not be construed against any Party on the
3 basis that the Party was the drafter or participated in the drafting.

4 14.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
5 entered during Action and in this Agreement relating to the confidentiality of information shall
6 survive the execution of this Agreement.

7 14.14 Use and Return of Class Data and PAGA Data. Information provided to Class
8 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data and
9 PAGA Data provided to Class Counsel by Defendant in connection with the mediation, other
10 settlement negotiations, or in connection with the Settlement, may be used only with respect to
11 this Settlement, and no other purpose, and may not be used in any way that violates any existing
12 contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
13 Court discharges the Administrator's obligation to provide a Declaration confirming the final pay
14 out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data
15 and PAGA Data received from Defendant unless, prior to the Court's discharge of the
16 Administrator's obligation, Defendant makes a written request to Class Counsel for the return,
17 rather than the destructions, of Class Data and PAGA Data.

18 14.15 Headings. The descriptive heading of any section or paragraph of this Agreement
19 is inserted for convenience of reference only and does not constitute a part of this Agreement.

20 14.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
21 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
22 weekend or federal legal holiday, such date or deadline shall be on the first business day
23 thereafter.

24 14.17 Notice. All notices, demands or other communications between the Parties in
25 connection with this Agreement will be in writing and deemed to have been duly given as of the
26 third business day after mailing by United States mail, or the day sent by email or messenger,
27 addressed as follows:

28 To Plaintiff:
Louis Benowitz, Esq.
Benowitz Law Corporation
8605 Santa Monica Blvd
PMB 79183
West Hollywood, CA 90069

Louis@BenowitzLaw.com

To Defendant:

Alexis Law Firm
Drew L. Alexis, Esq.
Wendy K. Shiff, Esq.
100 W. Broadway, Suite 250
Long Beach, CA 90802
Telephone: (562) 544-9809
E-mail: dalexis@alexislawfirm.com
wshiff@alexislawfirm.com

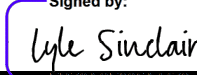
Attorneys for Defendant Sundown Entertainment Group, Inc.

14.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

14.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

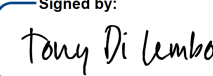
Dated: October 31, 2025

By:

Signed by:

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LYLE SINCLAIR

Dated: October 31, 2025

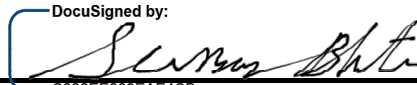
By:

Signed by:

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TONI DI LEMBO
Authorized Representative for
Defendant SUNDOWN
ENTERTAINMENT GROUP, INC.

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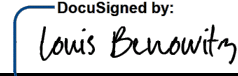
BHATIA LAW FIRM, PC

Dated: October 31, 2025

By: 
SUNJAY PREM BHATIA, Attorneys
for Plaintiff, LYLE SINCLAIR, and all
others similarly situated

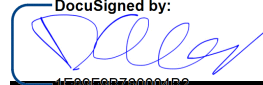
BENOWITZ LAW CORPORATION

Dated: October 31, 2025

By: 
LOUIS M. BENOWITZ, Attorneys for
Plaintiff, LYLE SINCLAIR, and all
others similarly situated

ALEXIS LAW FIRM

Dated: October 31, 2025

By: 
DREW L. ALEXIS
Attorneys for Defendant SUNDOWN
ENTERTAINMENT GROUP, INC.

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EXHIBIT A

**COURT APPROVED NOTICE OF CLASS AND PAGA ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

(case name: *Lyle Sinclair v. Sundown Entertainment Group, Inc.* and number CVRI2406741)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class and representative private attorney general action lawsuit (“Action”) against Sundown Entertainment Group, Inc. (“Defendant”) for alleged violations of California’s labor laws. The Action was filed by one of Defendant’s employees Lyle Sinclair (“Plaintiff”) and seeks payment of (1) wages and other relief for a class of all persons currently or formerly employed by Defendant in California, as non-exempt, hourly-paid employees during the Class Period (the “Class Members”). It shall be an opt-out class. The Class Period is December 9, 2020 to August 11, 2025; and (2) penalties under the California Private Attorney General Act (“PAGA”) for PAGA Employees during the PAGA Period, which consists of all persons currently or formerly employed by Defendant in California, as non-exempt, hourly-paid employees during the period from December 9, 2023 to August 11, 2025. While Defendant disputes liability to Plaintiff and the Class Members, the parties nevertheless determined that a settlement of the case would be in their best interests.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Workweek is <<\$Increment type value>> and the estimated value of a PAGA Pay Period is <<\$Increment type value>>. The actual amount you may receive likely will be different and will depend on a number of factors. The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to a PAGA Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>. The highest Individual PAGA Payment to a PAGA Employee is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

The above estimates are based on Defendant’s records showing that **you worked <<__>> Workweeks** during the Class Period. If you believe that you worked more Workweeks, you can submit a challenge by the deadline date.

1 The above also estimates are based on Defendant’s records showing that **you were issued**
2 <<__>> **Paychecks** during the PAGA Period. If you believe that you received more paychecks
during the PAGA Period, you can submit a challenge by the deadline date.

3 See Section 4 of this Notice.

4 The Court has already preliminarily approved the proposed Settlement and approved this
5 Notice. The Court has not yet decided whether to grant final approval. The Court has determined
6 only that there is sufficient evidence to suggest that the proposed settlement might be fair,
adequate, and reasonable, and that any final determination of those issues will be made at the
7 Final Approval Hearing. Your legal rights are affected whether you act or not act. Read this
Notice carefully. You will be deemed to have carefully read and understood it. At the Final
8 Approval Hearing, the Court will decide whether to finally approve the Settlement and how much
of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court
9 will also decide whether to enter a judgment that requires Defendant to make payments under the
Settlement and requires Class Members and Class Members to give up their rights to assert certain
10 claims against Defendant.

11 If you worked for Defendant during the Class Period and/or the PAGA Period, you have
12 two basic options under the Settlement:

13 (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement
and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a
14 Participating Class Member, though, you will give up your right to assert Class Period wage
claims and Class Period penalty claims against Defendant.

15
16 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the
17 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual
Class Payment. You will, however, preserve your right to personally pursue Class Period claims
18 for California labor law violations against Defendant, and, if you are a PAGA Employee, remain
eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the
19 proposed Settlement.

20 **Defendant will not retaliate against you for any actions you take with respect to the proposed**
21 **Settlement.**

22 **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Employees and Plaintiff releases Defendant from civil penalties it may owe to the PAGA Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period, and how many paychecks you were issued during the PAGA Period. The number Class Period Workweeks you worked and number of PAGA Period Paychecks you were issued according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge them by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Workweeks and Paychecks Dispute form for this purpose.

1. WHAT IS THE ACTION ABOUT?

1 Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating
2 California labor laws by failure to pay wages, failure to provide meal periods, failure to authorize
3 and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage
4 statements, failure to timely pay wages, failure to maintain required payroll records, and related
5 violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for
civil penalties under the PAGA (Labor Code section 2698 and sections that follow) ("PAGA").
Plaintiff is represented by attorneys in the Action: Sunjay P. Bhatia of Bhatia Law Firm, PC and
Louis M. Benowitz of Benowitz Law Corporation ("Class Counsel.")

6 Defendant strongly denies violating any laws or failing to pay any wages and contends it complied
7 with all applicable laws. Accordingly, Defendant denies the allegations and claims made by the
Plaintiff in this Action.

8 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

9 So far, the Court has made no determination whether Defendant or Plaintiff is correct on the
10 merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an
11 effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather
12 than continuing the expensive and time-consuming process of and, risks associated with,
litigation. The negotiations were successful. By signing a lengthy written settlement agreement
13 ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and
enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is
14 subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise
of disputed claims and believe that the Agreement is fair and reasonable. By agreeing to settle,
15 Defendant does not admit any violations or concede the merit of any claims.

16 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering
17 the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement
is in the best interests of the Class Members and Class Members. The Court preliminarily
18 approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and
scheduled a hearing to determine Final Approval.

20 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

21 A. Gross Settlement Amount. Defendant Will Pay One Million Dollars and Zero
22 Cents (\$1,000,000.00) as the Gross Settlement Amount (Gross Settlement). Defendant has agreed
to deposit the Gross Settlement into an account managed by the Administrator of the Settlement.
23 The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual
PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and
24 expenses, the Administrator's expenses, and penalties to be paid to the California Labor and
Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval,
25 Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by
the Court become final. The Judgment will be final on the date the Court enters Judgment, or a
26

1 later date if Participating Class Members object to the proposed Settlement or the Judgment is
2 appealed.

3 B. Court Approved Deductions from Gross Settlement. At the Final Approval
4 Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
5 from the Gross Settlement, the amounts of which will be decided by the Court at the Final
6 Approval Hearing:

7 1. Attorney Fees and Costs. Up to \$333,333.33 (33.33% of the Gross
8 Settlement to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses.
9 To date, Class Counsel have worked and incurred expenses on the Action without payment.

10 2. Class Representative Service Award. Up to \$5,000.00 as a Class
11 Representative Service Award to the Plaintiff for filing the Action, working with Class Counsel
12 and representing the Class. A Class Representative Service Award will be the only monies
13 Plaintiff will receive by virtue of this Settlement other than Plaintiff's Individual Class Payment
14 and any Individual PAGA Payment.

15 3. Administration Expenses. Up to \$10,000.00 to the Administrator for
16 services administering the Settlement.

17 4. PAGA Penalties. Up to \$25,000.00 for PAGA Penalties, allocated 65% to
18 the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Class Members based
19 on their Class Period Workweeks.

20 Participating Class Members have the right to object to any of these deductions. The Court
21 will consider all objections.

22 Defendant represents that as of August 11, 2025 there are no more than approximately
23 14,018 Workweeks worked during the Class Period. In the event the number of Workweeks
24 worked increases by more than 10%, or more than 15,419 Workweeks worked, then Defendant
25 shall, at its option, either (a) increase the Gross Settlement Amount proportionally by the
26 Workweeks in excess of the 10%; or (b) cap the Class Period as of the date the number of
27 Workweeks reaches but does exceed 10%. Under option (a) an increase by more than 10% shall
28 mean should the number of Workweeks increase by more than 10% through the Class Period, this
will increase the GSA proportionally over the 10% increase. For example, if the number of
Workweeks increase by 11% through the Class Period, and Defendant elects option (a) set forth
above, then the GSA shall increase by 1%.

C. Net Settlement Distributed to Class Members. After making the above deductions
in amounts approved by the Court, the Administrator will distribute the rest of the Gross
Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
Members based on their Class Period Workweeks.

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking
the Court to approve an allocation of 20.00% of each Individual Class Payment to taxable wages

(“Wage Portion”) and 80.00% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms by Administrator. Defendant will separately pay employer payroll taxes it owes (i.e., the employer portion of social security and Medicare taxes) on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms by the Administrator.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) in your name.

If the monies represented by your check are sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Unclaimed Property Fund for instructions on how to retrieve your money. You can contact the Unclaimed Property Fund at (800) 992-4647.

F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out. The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. You may use the enclosed Election Not To Participate In Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue claims against Defendant for alleged violations of California’s labor laws, if any.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain PAGA Employees and are eligible for Individual PAGA Payments, and, by virtue of the Settlement, the Plaintiff and the State of California releases Defendant from civil penalties it may owe to the PAGA Employees.

G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff

1 and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not
2 pay any money and Class Members will not release any claims against Defendant.

3 H. Administrator. The Court has appointed a neutral company, Phoenix Class Action
4 Administration Solutions (the “Administrator”) to send this Notice, calculate and make payments,
5 and process Class Members’ Requests for Exclusion. The Administrator will also decide Class
6 Member Challenges over Workweeks and PAGA Period Paychecks, mail and re-mail settlement
7 checks and tax forms, and perform other tasks necessary to administer the Settlement. The
8 Administrator’s contact information is contained in Section 9 of this Notice.

9 I. Participating Class Members’ Release. After the Judgment is final and Defendant
10 has fully funded the Gross Settlement (and separately paid all employer payroll taxes),
11 Participating Class Members will be legally barred from asserting any of the claims released under
12 the Settlement. This means that unless you opted out in writing by validly excluding yourself from
13 the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against
14 Defendant or its officers, directors, employees, and agents for wages based on the Class Period
15 facts and PAGA penalties based on Class Period facts, as alleged in the Action and resolved by
16 this Settlement.

17 The Participating Class Members will be bound by the following release:

18 All Participating Class Members, on behalf of themselves and their respective
19 former and present representatives, agents, attorneys, heirs, administrators,
20 successors, and assigns, release Released Parties from all claims stated in the
21 Operative Complaint and those based solely upon the facts alleged in the Operative
22 Complaint. Except as set forth in Section 6.3 of the Settlement Agreement,
23 Participating Class Members do not release any other claims, including claims for
24 vested benefits, wrongful termination, violation of the Fair Employment and
25 Housing Act, unemployment insurance, disability, social security, workers’
26 compensation, or claims based on facts occurring outside the Class Period.

27 J. The PAGA Release. After the Court’s judgment is final, and Defendant has paid
28 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff and the State
of California release all claims for civil penalties that could have been sought by the Labor
Commissioner for the violations identified in Plaintiff’s pre-filing letter to the LWDA; however,
Plaintiff does not release the claim for wages or damages of any PAGA Employee unless such
PAGA Employee is a Participating Class Member.

29 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

30 A. Individual Class Payments. The Administrator will calculate Individual Class
31 Payments by (a) dividing the Net Settlement Amount by the total number of Workweek worked
32 by all Participating Class Members, and (b) multiplying the result by the number of Workweek
33 worked by each individual Participating Class Member.

34 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
35 Payments by (a) dividing \$8,750.00 by the total number of PAGA Period Paychecks issued to all

PAGA Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Period Paychecks issued to each individual PAGA Employee.

C. Workweek/Workweek Challenges and PAGA Period Paychecks/Paycheck Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Period Paychecks you were issued during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until <<RESPONSE DEADLINE>> to challenge the number of Workweeks and/or PAGA Period Paychecks credited to you. You can submit your challenge by signing and sending a letter to the Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this purpose. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by submitting copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and PAGA Period Paychecks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and PAGA Period Challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members and PAGA Employees) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

A. Participating Class Members. The Administrator will send, by U.S. mail,, one or more check(s) to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Class Members. Payment may be issued in the form of a single check that combines the Individual Class Payment and the Individual PAGA Payment.

B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Class Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member) who is also a PAGA Employee.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Email, fax, or mail a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. You may use the enclosed Election Not To Participate In Settlement form for this purpose. The Administrator will exclude you based on any writing you submit communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Lyle Sinclair vs. Sundown Entertainment Group, Inc.*, Case No. CVRI2406741, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else

1 makes the request for you, it will not be valid. You should send your Request for Exclusion to the
 2 Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent**
 3 **your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section
 9 of the Notice has the Administrator's contact information. If you are a PAGA Employee, you
 will still receive an Individual PAGA Payment.

4 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

5 Only Participating Class Members have the right to object to the Settlement. Before deciding
 6 whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to
 7 approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will
 8 file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why
 the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award
 9 stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and
 (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable
 10 request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you
 11 copies of these documents at no cost to you. You can also view them and the Settlement
 Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's
 website <<COURT WEBSITE>>.

12 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
 13 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
 14 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
 15 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the**
Administrator is <<RESPONSE DEADLINE>>. Be sure to tell the Administrator what you
 16 object to, why you object, and any facts that support your objection. Make sure you identify the
 Action, *Lyle Sinclair v. Sundown Entertainment Group, Inc.*, case number CVRI2406741, and
 17 include your name, current address, telephone number, and approximate dates of employment for
 Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact
 18 information. You may use the enclosed Objection form for this purpose. You should send your
 objection to the Administrator by email, fax, or send by regular U.S. mail.

19 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
 20 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
 21 to tell the Court what you object to, why you object, and any facts that support your objection.
 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
 22 Hearing.

23 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

24 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
 25 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 1 of the
 Riverside Superior Court, located at Riverside Historic Courthouse, 4050 Main Street, Riverside,
 26 CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the
 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and
 27 the Administrator. The Court will invite comment from objectors, Class Counsel and Defense

Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>> (<https://www.<<CourtVirtualAppearanceLink>>>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <<CLERK OF COURT'S PHONE NUMBER>>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case No. CVRI2406741. You can also make an appointment to personally review court documents in the Clerk's Office at the Riverside Historic Courthouse by calling <<CLERK OF COURT'S PHONE NUMBER>>.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney:	Louis Benowitz
Email Address:	Louis@benowitzlaw.com
Name of Firm:	Benowitz Law Corporation
Mailing Address:	8605 Santa Monica Blvd.
	PMB 79183
	West Hollywood, CA 90069
Telephone:	(818) 839-9610

Administrator:

Name of Company:	_____
Email Address:	_____
Mailing Address:	_____
Telephone:	_____
Fax Number:	_____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If

1 your check is already void, you should consult the Unclaimed Property Fund
2 (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can
3 contact the Unclaimedx Property Fund at (800) 992-4647.

4 **11. WHAT IF I CHANGE MY ADDRESS?**

5 To receive your check, you should immediately notify the Administrator if you move or otherwise
6 change your mailing address.
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EXHIBIT B

Lyle Sinclair v. Sundown Entertainment Group, Inc.
Superior Court of the State of California, County of Riverside
Case No. CVRI240641

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR
A SHARE OF THE SETTLEMENT PROCEEDS,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND
SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, EMAILED, FAXED, OR
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

Lyle Sinclair v. Sundown Entertainment Group, Inc. Class Action Administrator
c/o ____

I declare as follows: I have received notice of the proposed settlement in this action and I wish to be excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am a PAGA Period Employee under the Settlement, I will still receive an Individual PAGA Payment.

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Identification Number)

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

Dated: ____.
(Signature)

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EXHIBIT C

WORKWEEK AND PAGA PERIOD PAYCHECK DISPUTE FORM

Superior Court of The State of California
 For The County of Riverside
Lyle Sinclair v. Sundown Entertainment Group, Inc., Case No. CVRI2406741

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX – XX -

TO ALL PERSONS CURRENTLY OR FORMERLY EMPLOYED BY DEFENDANT IN CALIFORNIA, AS NON-EXEMPT, HOURLY-PAID EMPLOYEES DURING THE CLASS PERIOD DEFINED AS DECEMBER 9, 2020 TO AUGUST 11, 2025 (THE “CLASS MEMBERS”):

The amounts of your estimated Settlement Award is based upon the number of Eligible Workweeks you worked between December 9, 2020 and August 11, 2025 and the number of PAGA Period Paychecks you were issued between December 9, 2020 and August 11, 2025. “Individual Class Workweeks” are defined as any Workweek in which you worked at least one (1) day as a non-exempt, hourly-paid of Sundown Entertainment Group, Inc. (“Defendant”) in California during the calendar week. “Individual PAGA Period Paychecks” are defined as any pay period in which you worked at least one (1) day as a non-exempt, hourly-paid of Defendant in California during the pay period and were issued a paycheck. The number of Class Workweeks and PAGA Period Paychecks applicable to your claim is set forth below.

YOUR ELIGIBLE WORKWEEKS AND PAGA PERIOD PAYCHECKS

Defendant’s records indicate that you worked <<number of Workweeks>> Workweeks between December 9, 2020 and August 11, 2025.

Defendant’s records indicate that you were issued <<number of PAGA Period Paychecks>> PAGA Period Paychecks between December 9, 2023 and August 11, 2025.

YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE

Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment in the approximate estimated amount of <<\$Settlement Share Amount>> and estimated Individual PAGA Payment of <<\$PAGA Share Amount>>, minus all applicable payroll and tax deductions, after the Court approves the Settlement and it goes into effect. This process may take six months or more. You will receive a Form W-2 from Administrator reflecting the payment to you. Your Settlement Share reflected on this Notice is only an estimate. The exact amount of the payment could vary, up or down.

If you wish to dispute the number of Workweeks or PAGA Period Paychecks credited to you, or anything else about your employment status, you must complete and return this form by indicating what you believe is incorrect on the blank lines below and return it on or before <<RESPONSE DEADLINE>> to the Administrator by email, fax, or regular U.S. Mail with proof of the submission date (such as a postmark or delivery service date stamp). You may use this Workweeks and PAGA Period Paychecks Dispute form for this purpose. You must also send any documents or other information that you contend supports your belief that the information set forth above is incorrect. The Administrator will resolve any dispute based upon Defendant's records and any information you provide. Please be advised that the information on this Workweeks and PAGA Period Paychecks Dispute Form is presumed to be correct unless the documents you submit are company records from Defendant.

UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WORKWEEKS, RECEIPT OF A SETTLEMENT PAYMENT, OR YOUR EMPLOYMENT STATUS, YOU DO NOT NEED TO TAKE ANY ACTION

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EXHIBIT D

OBJECTION FORM

Lyle Sinclair v. Sundown Entertainment Group, Inc.
Superior Court of the State California, County of Riverside
Case No. CVRI2406741

Please verify and/or complete any missing identifying information:

CPT ID: <<CPT ID>>
 <<Name>>
 <<Address1>>
 <<Address2>>
 <<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

 Telephone Number: (____) ____ - ____

THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU SHOULD EMAIL IT TO <<____@____.COM>>, FAX IT TO <<XXX-XXX-XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.

IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM. THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.

The Court will consider your objection at the Final Approval Hearing if you timely submit it. Include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider. However, you may speak to the Court at the final approval hearing whether or not you submit a timely objection.

[] I OBJECT to the *Lyle Sinclair v. Sundown Entertainment Group, Inc.* Settlement on the following grounds (if additional space necessary, please include additional sheets of paper):

[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2025

(Signature)

<<Name>>
(Printed Name)

EMAIL TO THE ADMINISTRATOR: << _____@_____.COM>>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Lyle Sinclair v. Sundown Entertainment Group, Inc. Administrator
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE
(UNLIMITED JURISDICTION)

LYLE SINCLAIR, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

SUNDOWN ENTERTAINMENT GROUP,
INC., a California corporation; and Does 1
through 50, inclusive,

Defendants.

Case No. CVRI2406741

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS AND PAGA ACTION
SETTLEMENT**

Action filed: December 9, 2024
Dept: 1, The Honorable Harold
W. Hopp

The Motion of Plaintiff Lyle Sinclair (hereafter referred to as “Plaintiff”) for Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court, the Honorable Harold W. Hopp presiding. The Court having considered the Motion, the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing. The Court will make a determination at the hearing on the motion for final

1 approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement
2 is fair, adequate and reasonable to the Settlement Class.

3 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
4 all persons currently or formerly employed by Defendant in California, as non-exempt, hourly-
5 paid employees during the Class Period. It shall be an opt-out class. The “Class Period” shall
6 mean the period of time from December 09, 2020, through August 11, 2025.

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8 3. For purposes of this Preliminary Approval Order, the “PAGA Employees” means
9 all persons currently or formerly employed by Defendant in California, as non-exempt, hourly-
10 paid employees during the PAGA Period. There shall be no right to opt out of being a PAGA
11 Employee. The “PAGA Period” shall mean the period of time from December 9, 2023, through
12 August 11, 2025.

13
14 4. Defendant represents that as of August 11, 2025 there are no more than
15 approximately 14,018 Workweeks worked during the Class Period. In the event the number of
16 Workweeks worked increases by more than 10%, or more than 15,419 Workweeks worked, then
17 Defendant shall, at its option, either (a) increase the GSA proportionally by the Workweeks in
18 excess of the 10%; or (b) cap the Class Period as of the date the number of Workweeks reaches
19 but does exceed 10%. Under option (a) an increase by more than 10% shall mean should the
20 number of Workweeks increase by more than 10% through the Class Period, this will increase
21 the GSA proportionally over the 10% increase. For example, if the number of Workweeks
22 increase by 11% through the Class Period, and Defendant elects option (a) set forth above, then
23 the GSA shall increase by 1%.

24
25 5. “Effective Date” means the date by when both of the following have occurred: (a)
26 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
27

1 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
2 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
3 one or more Participating Class Members objects to the Settlement, the day after the deadline for
4 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
5 day after the appellate court affirms the Judgment and issues a remittitur.
6

7 6. This action is provisionally certified pursuant to section 382 of the California Code
8 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
9 purposes of settlement only with respect to the proposed Settlement Class.

10 7. Not later than 15 days after the Court grants Preliminary Approval of the
11 Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form
12 of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator
13 must maintain the Class Data in confidence, use the Class Data and PAGA Data only for purposes
14 of the Settlement and for no other purpose, and restrict access to the Class Data and PAGA Data
15 to Administrator employees who need access to the Class Data to effect and perform under the
16 Settlement Agreement. Defendant has a continuing duty to immediately notify Class Counsel if
17 it discovers that the Class Data or PAGA Data omitted Class Member or PAGA Employee
18 identifying information and to provide corrected or updated Class Data and/or PAGA Data as
19 soon as reasonably feasible. Without any extension of the deadline by which Defendant must send
20 the Class Data and/or PAGA Data to the Administrator, the Parties and their counsel will
21 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
22 to missing or omitted Class Data and/or PAGA Data.
23
24

25 8. No later than three (3) business days after receipt of the Class Data and PAGA,
26 the Administrator shall notify Class Counsel that the list has been received and state the number
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1 of Class Members, and Workweeks in the Class Data, and number of PAGA Employees and
2 PAGA Period Paychecks in the PAGA Data.

3 9. Using best efforts to perform as soon as possible, and in no event later than 14
4 days after receiving the Class Data, the Administrator will send to all Class Members identified
5 in the Class Data, and PAGA Employees identified in the PAGA Data, via first-class United
6 States Postal Service (“USPS”) mail, the Notice Packet with Spanish translation, if applicable
7 substantially in the forms attached to this order as **Exhibits A, B, C, and D**. The first page of the
8 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or
9 Individual PAGA Payment payable to the Class Member and/or PAGA Employee, and the numbers
10 of Workweeks and PAGA Period Paychecks (if applicable) used to calculate these amounts. Before
11 mailing Notice Packets, the Administrator shall update Class Member and PAGA Employee addresses
12 using the National Change of Address database.
13

14 10. Not later than 3 business days after the Administrator’s receipt of any Notice
15 Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet
16 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
17 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice
18 Packet to the most current address obtained. The Administrator has no obligation to make further
19 attempts to locate or send Notice Packet to Class Members and PAGA Employees whose Notice
20 Packet is returned by the USPS a second time.
21

22 11. Class Counsel’s contact information is: Louis Benowitz, Esq., Benowitz Law
23 Corporation, 8605 Santa Monica Blvd., PMB 79183, West Hollywood, CA 90069; Sunjay Bhatia,
24 Esq., Bhatia Law Firm, PC, 3620 Pacific Coast Highway, Suite 200, Torrance, CA 90505.
25 Defense Counsel’s contact information is Drew L. Alexis, Esq., and Wendy K. Shiff, Esq., Alexis
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1 Law Firm, 100 W. Broadway, Suite 250, Long Beach, CA 90802.

2 12. The deadlines for Class Members' written objections, Challenges to Workweeks
3 and PAGA Period Paychecks (disputes), and Requests for Exclusion will be extended an
4 additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class
5 Members and PAGA Employees whose notice is re-mailed. The Administrator will inform the
6 Class Member and PAGA Employee of the extended deadline with the re-mailed Notice Packet.

7
8 13. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
9 discovers any persons who believe they should have been included in the Class Data and/or
10 PAGA Data and should have received Notice Packet, the Parties will expeditiously meet and
11 confer in person or by telephone, and in good faith. in an effort to agree on whether to include
12 them as Class Members and/or PAGA Employees. If the Parties agree, such persons will be Class
13 Members and PAGA Employees entitled to the same rights as other Class Members and PAGA
14 Employees, and the Administrator will send, via email or overnight delivery, a Notice Packet
15 requiring them to exercise options under the Settlement Agreement not later than 14 days after
16 receipt of Notice Packet, or the deadline dates in the Notice Packet, which ever are later.

17
18 14. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
19 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
20 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
21 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
22 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
23 the Class Member's election to be excluded from the Settlement and includes the Class Member's
24 name, address and email address or telephone number. To be valid, a Request for Exclusion must
25 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
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1 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

2 15. The Administrator may not reject a Request for Exclusion as invalid because it
3 fails to contain all the information specified in the Class Notice. The Administrator shall accept
4 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
5 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
6 determination shall be final and not appealable or otherwise susceptible to challenge. If the
7 Administrator has reason to question the authenticity of a Request for Exclusion, the
8 Administrator may demand additional proof of the Class Member's identity. The Administrator's
9 determination of authenticity shall be final and not appealable or otherwise susceptible to
10 challenge.
11

12 16. Every Class Member who does not submit a timely and valid Request for Exclusion
13 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
14 benefits and bound by all terms and conditions of the Settlement, including but not limited to the
15 Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless
16 whether the Participating Class Member actually receives the Class Notice or objects to the
17 Settlement.
18

19 17. Every Class Member who submits a valid and timely Request for Exclusion is a
20 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
21 right to object to the class action components of the Settlement, but shall remain a PAGA
22 Employee and eligible for an Individual PAGA Payment, assuming that such Class Member
23 received a paycheck from Defendant during the PAGA Period. Plaintiff and the State of
24 California release all claims for civil penalties that could have been sought by the Labor
25 Commissioner for the violations identified in Plaintiffs pre-filing letter to the LWDA; Plaintiff
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1 does not release the claim for wages or damages of any Class Member or PAGA Employee unless
2 such Class Member is a Participating Class Member.

3 18. Challenges to Calculation of Workweeks and PAGA Period Paychecks. Each
4 Class Member and PAGA Employee shall have 60 days after the Administrator mails the Notice
5 Packet (plus an additional 14 days for Class Members and PAGA Employees whose Notice
6 Packet is re-mailed) to challenge the number of Class Workweeks (if any) allocated to the Class
7 Member and number of PAGA Period Paychecks allocated to the PAGA Employee in the Class
8 Notice. This is also known as a dispute. A Workweek and PAGA Period Paycheck Dispute form,
9 attached as Exhibit C, may be used for this purpose but is not required. The Class Member or
10 PAGA Employee may challenge the allocation by communicating with the Administrator via fax,
11 email or mail. The Administrator must encourage the challenging Class Member or PAGA
12 Employee to submit supporting documentation. In the absence of any contrary documentation,
13 the Administrator is entitled to presume that the Workweeks and PAGA Period Paychecks
14 contained in the Class Notice are correct so long as they are consistent with the Class Data and
15 PAGA Data. The Administrator's determination of each Class Member's allocation of
16 Workweeks and each PAGA Employee's allocation of PAGA Period Paychecks shall be final
17 and not appealable or otherwise susceptible to challenge. The Administrator shall promptly
18 provide copies of all challenges to calculation of Workweeks and/or PAGA Period Paychecks to
19 Defense Counsel and Class Counsel and the Administrator's determination as to such challenges.

20 19. Objections to Settlement. Only Participating Class Members may object to the
21 class action components of the Settlement and/or this Agreement, including contesting the
22 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
23 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
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1 20. Participating Class Members may send written objections to the Administrator, by
2 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
3 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
4 Participating Class Member who elects to send a written objection to the Administrator must do
5 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
6 14 days for Class Members whose Notice Packet was re-mailed). An Objection form attached as
7 Exhibit D may be used for this purpose but is not required.
8

9 21. Non-Participating Class Members have no right to object to any of the class action
10 components of the Settlement.

11 22. Not later than 14 days before the date by which Plaintiff is required to file the
12 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
13 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
14 compliance with all of its obligations under the Settlement Agreement, including, but not limited
15 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
16 of Notice Packets, attempts to locate Class Members and PAGA Employees, the total number of
17 Requests for Exclusion from Settlement it received (both valid or invalid), the number of written
18 objections and attach the Exclusion List. The Administrator will supplement its declaration as
19 needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the
20 Administrator's declaration(s) in Court.
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23 23. The Court approves, as to form and content, the Class Notice in substantially the
24 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
25 substantially the form attached as Exhibit B to this Order, the Workweeks and PAGA Period
26 Paychecks Dispute form in substantially the form attached as Exhibit C to this Order, and the
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Objection form in substantially the form attached as Exhibit D to this Order.

24. The Court approves, for settlement purposes only, Sunjay Prem Bhatia of Bhatia Law Firm, PC and Louis M. Benowitz of Benowitz Law Corporation as Class Counsel.

25. The Court approves, for settlement purposes only, Lyle Sinclair as the Class Representative.

26. The Court approves _____ as the Administrator.

27. The Court preliminarily approves Class Counsel's request for attorneys' fees and costs subject to final review by the Court.

28. The Court preliminarily approves the estimated Administrator costs payable to the Administrator subject to final review by the Court.

29. The Court preliminarily approves Plaintiff's Class Representative Service Payment subject to final review by the Court.

30. A Final Approval Hearing shall be held on ____ at _____.m. in Department 1 of the Superior Court for the State of California, County of Riverside, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501 to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class Representative Service Payment to the Class Representative. The notice of motion and all briefs and materials in support of the motion for final approval of class action settlement and motion for attorneys' fees and litigation costs shall be served and filed with this Court on or before ____.

Plaintiff's counsel must give notice to any objecting party of any continuance of the hearing of the motion for final approval.

31. If for any reason the Court does not execute and file a Final Approval Order and

judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the proposed Settlement that is the subject of this Order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement.

32. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to members of the Class. The Plaintiff shall give prompt notice of any continuance to Settlement Class Members who object to the Settlement.

IT IS SO ORDERED.

DATE

**THE HONORABLE HAROLD W.
HOPP
SUPERIOR COURT JUDGE**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE
(UNLIMITED JURISDICTION)

LYLE SINCLAIR, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

SUNDOWN ENTERTAINMENT GROUP,
INC., a California corporation; and Does 1
through 50, inclusive,

Defendants.

Case No. CVRI2406741

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS AND
PAGA ACTION SETTLEMENT**

Action filed: December 9, 2024
Dept: 1, The Honorable Harold W.
Hopp

This matter came on for hearing on ____ at ____m. in Department 1 of the above-captioned court on Plaintiff’s Motion for Final Approval of a Class Action Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action Settlement and Release of Claims (the “Settlement”) filed herewith which provides for a Gross Settlement Amount (“GSA”) of up to One Million Dollars and Zero Cents (\$1,000,000.00) in compromise of all disputed claims on behalf of all persons currently or formerly employed by Defendant in California, as non-exempt, hourly-paid employees during the Class Period defined as December 9, 2020 to August 11, 2025 (the “Class Members”). It shall be an opt-out class. December 9, 2020 to August 11, 2025 is the Class Period. The PAGA Employees are all persons currently or formerly employed by Defendant in California, as non-exempt, hourly-paid employees during the PAGA Period. The PAGA Period is from December 9, 2023 to August 11, 2025 All capitalized terms used herein shall have the same meaning as defined in the Settlement.

In accordance with the Court’s prior Order Granting Preliminary Approval of Class and PAGA Action Settlement, Class Members have been given notice of the terms of the Settlement

1 and the opportunity to submit a claim, request exclusion, comment upon or object to it or to any
2 of its terms. Having received and considered the Settlement, the supporting papers filed by the
3 Parties, and the evidence and argument received by the Court in conjunction with the motions for
4 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
5 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
6 DETERMINATIONS¹:
7

8 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
9 to the Action, including all Class Members and PAGA Employees. Pursuant to this Court's Order
10 Granting Preliminary Approval of Class and PAGA Action Settlement of ___, the Notice Packet
11 was sent to each Class Member and PAGA Employee by First Class U.S. mail. The Notice Packet
12 informed Class Members and PAGA Employees of the terms of the Settlement, their right to
13 receive their proportional share of the Settlement, their right to request exclusion, their right to
14 comment upon or object to the Settlement, and their right to appear in person or by counsel at the
15 final approval hearing and be heard regarding final approval of the Settlement. Adequate periods
16 of time were provided by each of these procedures. No member of the Settlement Class presented
17 written objections to the proposed Settlement as part of this notice process, stated an intention to
18 appear, or actually appeared at the final approval hearing.
19

20 2. For purposes of this Final Order and Judgment, the Class Members are all persons
21 currently or formerly employed by Defendant in California, as non-exempt, hourly-paid
22 employees during the Class Period.
23

24
25 _____
26 ¹ A true and correct copy of the Court's ruling on the Motion for Final Approval of Class Action
27 Settlement entered on [REDACTED] is attached hereto as **Exhibit A** and incorporated by reference. A true
28 and correct copy of the Court's Minute Order dated [REDACTED] is attached hereto as **Exhibit B** and
incorporated by reference.

1 3. For purposes of this Final Order and Judgment, the PAGA Employees are all
2 persons currently or formerly employed by Defendant in California, as non-exempt, hourly-paid
3 employees during the PAGA Period.

4 4. The Court finds and determines that the notice procedure afforded adequate
5 protections to Class Members and PAGA Employees and provides the basis for the Court to make
6 an informed decision regarding final approval of the Settlement based on the responses of Class
7 Members. The Court finds and determines that the notice provided in this case was the best notice
8 practicable, which satisfied the requirements of law and due process as to all persons entitled to
9 such notice.

11 **Release by Plaintiff and Class Members.** The Parties agree that it is their intent that the
12 resolution set forth in this Settlement will release and discharge the Released Claims by way of
13 any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action
14 of any kind by each and all of the Settlement Class Members (including participation to any extent
15 in any representative or collective action) against the Released Parties. This release will not take
16 effect until Defendant has paid the Gross Settlement Amount in full per this Settlement
17 Agreement.

19 **PAGA Release.** Plaintiff and the State of California release all claims for civil penalties
20 that could have been sought by the Labor Commissioner for the violations identified in
21 Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the claim for wages or damages
22 of any PAGA Employee unless such PAGA Employee is a Participating Class Member.

24 **"Released Claims"** shall mean all claims stated in the Operative Complaint and based
25 solely on the facts alleged in the Operative Complaint. **"Released Parties"** shall mean Defendant,
26 its shareholders, officers, directors, employees and agents.

1 2. The Court further finds and determines that the terms of the Settlement are fair,
2 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
3 provisions of the Settlement, including the release of claims contained therein, should be and
4 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
5 according to its terms. As of the Effective Date of Settlement, and for the duration of the
6 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
7 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
8 against the Released Parties as fully set forth in the Settlement. No objections were received by
9 the Parties or the Court through the date of this Final Order and Judgment. The Court finds ____
10 Class Member(s) - ____ - submitted a request for exclusion from the Settlement as determined by
11 the Administrator and therefore is/are not in the Settlement Class.

13 3. The Court finds and determines that (a) the Individual Settlement Payments to be
14 paid to Participating Class Members, (b) the LWDA payment as civil penalties under the
15 California Labor Code Private Attorneys General Act of 2004, as amended, California Labor
16 Code sections 2699 *et seq.*, and (c) Individual PAGA Payments as provided for by the Settlement
17 are fair and reasonable. The Court hereby grants final approval to, and orders the payment of,
18 those amounts be made to the Participating Class Members, PAGA Employees, and to the
19 California Labor & Workforce Development Agency (“LWDA”), in accordance with the terms
20 of the Settlement.

22 4. The Court further grants final approval to and orders that the following payments
23 be made in accordance with the terms of the Settlement:

24 a. Class Counsel fees & costs of \$333,333.33 in attorneys’ fees and
25 _____ in litigation costs to Class Counsel;
26

b. \$5,000.00 as a Class Representative Service Payment award payable to Plaintiff Lyle Sinclair for his service as a Class Representative;

c. \$_____ in costs of the Administrator payable to _____ for its services as the Administrator; and

d. Payment of \$16,250.00 (65% of the (\$25,000.00 PAGA penalty) to the LWDA.

7. The settlement shall proceed as directed in the Settlement, and no payments pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of Court 3.769(h).

8. Within 14 calendar days of the Effective Date of Settlement, Defendant shall deposit the Settlement proceeds in an account designated by the Administrator: (i) the total amount of all Individual Class Payments to Participating Class Members, (ii) the Court approved Class Counsel fees & costs, (iii) the Court-approved Class Representative Service Payment, (iv) the Court-approved costs of the Administrator, (v) the payment to the LWDA, and (vi) the total amount of all Individual PAGA Payments to PAGA Employees.

9. Other than its employer side payroll taxes, Defendant's payment of such sums shall be the sole financial obligation of Defendant under the Settlement, and shall be in full satisfaction of all claims released herein, including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and expenses.

10. Pursuant to CCP 384 and the Settlement, Participating Class Members and PAGA

1 Employees shall have one hundred and eighty (180) days from the date of the check's issuance
2 to cash their Settlement Share check. After the expiration of the 180-day period, on Defendant's
3 behalf, the Administrator shall remit any amounts from voided settlement checks and otherwise
4 unclaimed, plus interest on the Residue at the legal rate of interest from the date of entry of the
5 initial judgement to the California Unclaimed Property Fund.

6
7 11. The Parties shall file a final accounting report by _____. A non-appearance case
8 review re submission of a final report is scheduled for ____ at _____.m. in **Department 1**. The
9 Parties shall also prepare and file a stipulation and proposed order and proposed Amended Final
10 Order and Judgment by _____ which includes the amount of distribution of unpaid cash Residue,
11 and unclaimed or abandoned funds to the non-party, the accrued interest on that sum. The
12 stipulation shall be signed by counsel for the class and defense counsel in accord with the
13 proposed Amended Final Order and Judgment. If there are objections by any party or non-party,
14 class counsel shall immediately notify the Court and the matter will be set for further hearing. A
15 non-appearance hearing for the lodging of the stipulation and proposed order and separate
16 amended judgment is scheduled for ____ at _____.m. in **Department 1**.

17
18 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
19 Parties' obligations under the Settlement or hereunder, including the requirement that Defendant
20 deposit funds for distribution by the Administrator to Participating Class Members and PAGA
21 Employees in accordance with the Settlement.

22
23 13. The Court hereby enters final judgment in this case in accordance with the terms
24 of the Settlement, Order Granting Preliminary Approval of Class and PAGA Action Settlement,
25 and this Final Order and Judgment.

26 14. The Parties are hereby ordered to comply with the terms of the Settlement.

16. The Settlement is not an admission by Defendant nor is this Final Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant. Furthermore, the Settlement is not a concession by Defendant and shall not be used as an admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order and Judgment, the Settlement, any document referred to herein, any exhibit to any document referred to herein, any action taken to carry out the Settlement, nor any negotiations or proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an admission or concession with regard to, the denials or defenses of Defendant, and shall not be offered in evidence in any proceeding against the Parties hereto in any Court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto, and any other papers and records on file in the Action may be filed in this Court or in any other litigation as evidence of the settlement by Defendant to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

17. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).

IT IS SO ORDERED, ADJUDGED AND DECREED.

**THE HONORABLE HAROLD W.
HOPP
SUPERIOR COURT JUDGE**