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LYLE SINCLAIR

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE- HISTORIC COURTHOUSE**

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

Hearing Information

Date: May 7, 2026
Time: 8:30 a.m.
Department: 1
Judge: Hon. Harold W. Hopp
Reservation ID: 962908480429

Action Filed: December 9, 2024

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

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
8 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
9 has determined only that there is sufficient evidence to suggest that the proposed settlement might
10 be fair, adequate, and reasonable, and that any final determination of those issues will be made at
11 the final hearing. The Court will make a determination at the hearing on the motion for final
12 approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement
13 is fair, adequate and reasonable to the Settlement Class.

14 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
15 all persons currently or formerly employed by Defendant in California, as non-exempt, hourly-
16 paid employees during the Class Period. It shall be an opt-out class. The “Class Period” shall
17 mean the period of time from December 9, 2020, through August 11, 2025.

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

23 4. Defendant represents that as of August 11, 2025 there are no more than
24 approximately 14,018 Workweeks worked during the Class Period. In the event the number of
25 Workweeks worked increases by more than 10%, or more than 15,419 Workweeks worked, then
26 Defendant shall, at its option, either (a) increase the GSA proportionally by the Workweeks in
27 excess of the 10%; or (b) cap the Class Period as of the date the number of Workweeks reaches
28 but does exceed 10%. Under option (a) an increase by more than 10% shall 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%.

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

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

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

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

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

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

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
26 Law Firm, 100 W. Broadway, Suite 250, Long Beach, CA 90802.

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

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

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

24 15. The Administrator may not reject a Request for Exclusion as invalid because it
25 fails to contain all the information specified in the Class Notice. The Administrator shall accept
26 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
27 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
28 determination shall be final and not appealable or otherwise susceptible to challenge. If the

1 Administrator has reason to question the authenticity of a Request for Exclusion, the
2 Administrator may demand additional proof of the Class Member's identity. The Administrator's
3 determination of authenticity shall be final and not appealable or otherwise susceptible to
4 challenge.

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

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

20 18. Challenges to Calculation of Workweeks and PAGA Period Paychecks. Each
21 Class Member and PAGA Employee shall have 60 days after the Administrator mails the Notice
22 Packet (plus an additional 14 days for Class Members and PAGA Employees whose Notice
23 Packet is re-mailed) to challenge the number of Class Workweeks (if any) allocated to the Class
24 Member and number of PAGA Period Paychecks allocated to the PAGA Employee in the Class
25 Notice. This is also known as a dispute. A Workweek and PAGA Period Paycheck Dispute form,
26 attached as Exhibit C, may be used for this purpose but is not required. The Class Member or
27 PAGA Employee may challenge the allocation by communicating with the Administrator via fax,
28 email or mail. The Administrator must encourage the challenging Class Member or PAGA

1 Employee to submit supporting documentation. In the absence of any contrary documentation,
2 the Administrator is entitled to presume that the Workweeks and PAGA Period Paychecks
3 contained in the Class Notice are correct so long as they are consistent with the Class Data and
4 PAGA Data. The Administrator's determination of each Class Member's allocation of
5 Workweeks and each PAGA Employee's allocation of PAGA Period Paychecks shall be final
6 and not appealable or otherwise susceptible to challenge. The Administrator shall promptly
7 provide copies of all challenges to calculation of Workweeks and/or PAGA Period Paychecks to
8 Defense Counsel and Class Counsel and the Administrator's determination as to such challenges.

9 19. Objections to Settlement. Only Participating Class Members may object to the
10 class action components of the Settlement and/or this Agreement, including contesting the
11 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
12 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

13 20. Participating Class Members may send written objections to the Administrator, by
14 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
15 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
16 Participating Class Member who elects to send a written objection to the Administrator must do
17 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
18 14 days for Class Members whose Notice Packet was re-mailed). An Objection form attached as
19 Exhibit D may be used for this purpose but is not required.

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

22 22. Not later than 14 days before the date by which Plaintiff is required to file the
23 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
24 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
25 compliance with all of its obligations under the Settlement Agreement, including, but not limited
26 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
27 of Notice Packets, attempts to locate Class Members and PAGA Employees, the total number of
28 Requests for Exclusion from Settlement it received (both valid or invalid), the number of written

1 objections and attach the Exclusion List. The Administrator will supplement its declaration as
2 needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the
3 Administrator's declaration(s) in Court.

4 23. The Court approves, as to form and content, the Class Notice in substantially the
5 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
6 substantially the form attached as Exhibit B to this Order, the Workweeks and PAGA Period
7 Paychecks Dispute form in substantially the form attached as Exhibit C to this Order, and the
8 Objection form in substantially the form attached as Exhibit D to this Order.

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

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

13 26. The Court approves Phoenix Class Action Administration Solutions as the
14 Administrator.

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

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

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

21 30. A Final Approval Hearing shall be held on **September 10, 2026** at **8:30 a.m.** in
22 Department 1 of the Superior Court for the State of California, County of Riverside, located at
23 the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501 to consider the
24 fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this
25 Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees
26 and costs and the Class Representative Service Payment to the Class Representative. The notice
27 of motion and all briefs and materials in support of the motion for final approval of class action
28 settlement and motion for attorneys' fees and litigation costs shall be served and filed with this

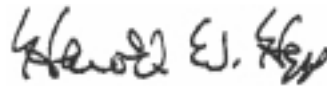
1 Court on or before **August 18, 2026** Plaintiff's counsel must give notice to any objecting party of
2 any continuance of the hearing of the motion for final approval.

3 31. If for any reason the Court does not execute and file a Final Approval Order and
4 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
5 proposed Settlement that is the subject of this Order, and all evidence and proceedings had in
6 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
7 litigation, as more specifically set forth in the Settlement.

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

11 **IT IS SO ORDERED.**

12
13 May 21, 2026



14 _____
15 **DATE**

16 _____
17 **HON. HAROLD W. HOPP**
18 **SUPERIOR COURT JUDGE**

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EXHIBIT A

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

4 Lyle Sinclair v. Sundown Entertainment Group, Inc.
5 Riverside County Superior Court Case No. CVRI240674

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

9 **You may be eligible to receive money** from an employee class and representative private
10 attorney general action lawsuit ("Action") against Sundown Entertainment Group, Inc.
11 ("Defendant") for alleged violations of California's labor laws. The Action was filed by one of
12 Defendant's employees Lyle Sinclair ("Plaintiff") and seeks payment of (1) wages and other
13 relief for a class of all persons currently or formerly employed by Defendant in California, as
14 non-exempt, hourly-paid employees during the Class Period (the "Class Members"). It shall be
15 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
16 PAGA Period, which consists of all persons currently or formerly employed by Defendant in
17 California, as non-exempt, hourly-paid employees during the period from December 9, 2023 to
18 August 11, 2025. While Defendant disputes liability to Plaintiff and the Class Members, the
19 parties nevertheless determined that a settlement of the case would be in their best interests.

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

24 Based on Defendant's records, and the Parties' current assumptions, **your Individual Class**
25 **Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and**
26 **your Individual PAGA Payment is estimated to be**
27 **\$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Workweek is
28 <<\$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>>.

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

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

7 See Section 4 of this Notice.

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

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

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

25 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
26 Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the
27 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual
28 Class Payment. You will, however, preserve your right to personally pursue Class Period claims
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
proposed Settlement.

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

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).
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 September 10, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on September 10, 2026 at 8:30 a.m. 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.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by 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 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.")

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

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather 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 ("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 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, Defendant does not admit any violations or concede the merit of any claims.

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 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 approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

2 The most important terms of the Settlement Agreement are as follows:

3 A. Gross Settlement Amount. Defendant Will Pay One Million Dollars and Zero
4 Cents (\$1,000,000.00) as the Gross Settlement Amount (Gross Settlement). Defendant has
5 agreed to deposit the Gross Settlement into an account managed by the Administrator of the
6 Settlement. The Administrator will use the Gross Settlement to pay the Individual Class
7 Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's
8 attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the
9 California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants
10 Final Approval, 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 later date if Participating Class Members object to the proposed Settlement
or the Judgment is appealed.

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

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

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

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

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

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

27 Defendant represents that as of August 11, 2025 there are no more than approximately 14,018
28 Workweeks worked during the Class Period. In the event the number of Workweeks worked
increases by more than 10%, or more than 15,419 Workweeks worked, then Defendant shall, at

1 its option, either (a) increase the Gross Settlement Amount proportionally by the Workweeks in
2 excess of the 10%; or (b) cap the Class Period as of the date the number of Workweeks reaches
3 but does exceed 10%. Under option (a) an increase by more than 10% shall mean should the
4 number of Workweeks increase by more than 10% through the Class Period, this will increase
5 the GSA proportionally over the 10% increase. For example, if the number of Workweeks
6 increase by 11% through the Class Period, and Defendant elects option (a) set forth above, then
7 the GSA shall increase by 1%.

8
9 C. Net Settlement Distributed to Class Members. After making the above deductions
10 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
11 Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class
12 Members based on their Class Period Workweeks.

13 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking
14 the Court to approve an allocation of 20.00% of each Individual Class Payment to taxable wages
15 (“Wage Portion”) and 80.00% to interest and penalties (“Non-Wage Portion.”). The Wage Portion
16 is subject to withholdings and will be reported on IRS W-2 Forms by Administrator. Defendant
17 will separately pay employer payroll taxes it owes (i.e., the employer portion of social security
18 and Medicare taxes) on the Wage Portion. The Individual PAGA Payments are counted as
19 penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA
20 Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms by
21 the Administrator.

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

27 E. Need to Promptly Cash Payment Checks. The front of every check issued for
28 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

1 Class Member's name, present address, telephone number, and a simple statement electing to be
2 excluded from the Settlement. You may use the enclosed Election Not To Participate In
3 Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
4 Members) will not receive Individual Class Payments but will preserve their rights to personally
5 pursue claims against Defendant for alleged violations of California's labor laws, if any.

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

11 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
12 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
13 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
14 and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not
15 pay any money and Class Members will not release any claims against Defendant.

16 H. Administrator. The Court has appointed a neutral company, Phoenix Class Action
17 Administration Solutions (the "Administrator") to send this Notice, calculate and make
18 payments, and process Class Members' Requests for Exclusion. The Administrator will also
19 decide Class Member Challenges over Workweeks and PAGA Period Paychecks, mail and re-
20 mail settlement checks and tax forms, and perform other tasks necessary to administer the
21 Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

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

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

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 the Settlement 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.

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

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

7 The Administrator will calculate payments as follows:

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

12 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
13 Payments by (a) dividing \$8,750.00 by the total number of PAGA Period Paychecks issued to all
14 PAGA Employees during the PAGA Period and (b) multiplying the result by the number of
15 PAGA Period Paychecks issued to each individual PAGA Employee.

16 C. Workweek/Workweek Challenges and PAGA Period Paychecks/Paycheck
17 Challenges. The number of Class Workweeks you worked during the Class Period and the
18 number of PAGA Period Paychecks you were issued during the PAGA Period, as recorded in
19 Defendant’s records, are stated in the first page of this Notice. You have until <<RESPONSE
20 DEADLINE>> to challenge the number of Workweeks and/or PAGA Period Paychecks credited
21 to you. You can submit your challenge by signing and sending a letter to the Administrator by
22 email, fax or regular U.S. mail. You can use the enclosed Dispute form for this purpose. Section
23 9 of this Notice has the Administrator’s contact information.

24 You need to support your challenge by submitting copies of pay stubs or other records. The
25 Administrator will accept Defendant’s calculation of Workweeks and PAGA Period Paychecks
26 based on Defendant’s records as accurate unless you send copies of records containing contrary
27 information. You should send copies rather than originals because the documents will not be
28 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.

26 **5. HOW WILL I GET PAID?**

27 The Administrator will distribute payments as follows:

28 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 makes the request for you, it will not be valid. You should send your Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent 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.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will 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 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 request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you 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>>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by

1 Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections**
2 **to the Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what
3 you object to, why you object, and any facts that support your objection. Make sure you identify
4 the Action, Lyle Sinclair v. Sundown Entertainment Group, Inc., Riverside County Superior
5 Court Case No. CVRI2406741, and include your name, current address, telephone number, and
6 approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice
has the Administrator's contact 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.

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

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

12 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
13 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 1 of the
14 Riverside Superior Court, located at Riverside Historic Courthouse, 4050 Main Street, Riverside,
15 CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the
16 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and
17 the Administrator. The Court will invite comment from objectors, Class Counsel and Defense
18 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
or virtually by Zoom, <https://riverside-courts-ca-gov.zoomgov.com/j/1606384172>. If you wish
to appear but cannot use Zoom, you may dial in at either (833) 568-8864 or (669) 254-5252 and
enter the Meeting ID 160 638 4172.

19 It's possible the Court will reschedule the Final Approval Hearing. You should check the
20 Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class
21 Counsel to verify the date and time of the Final Approval Hearing. You may also check the
Court's website for the most current information.

22 **9. HOW CAN I GET MORE INFORMATION?**

23 The Agreement sets forth everything Defendant and Plaintiff have promised to do under the
24 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
25 Settlement documents is to go to the Administrator's website at <<CLERK OF COURT'S PHONE
26 NUMBER>>. You can also telephone or send an email to Class Counsel or the Administrator
using the contact information listed below.

27 You may also consult the Riverside County Superior Court website at
28 <https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access>. Once
on this site, please use the "Case Number Search" feature, enter "CVRI240674" as the Case

Number, and download the “Declaration of Louis Benowitz in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement” (filed on April 15, 2026), where the Settlement Agreement is attached as Exhibit 1.

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

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise 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.

DATE: _____ SIGNATURE: _____

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EXHIBIT C

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

**WORKWEEK AND PAGA PERIOD PAYCHECK
DISPUTE FORM**

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 (“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

1 payment could vary, up or down.

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

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**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

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

4 **OBJECTION FORM**

5 Please verify and/or complete any missing identifying information:

6 CPT ID: <<CPT ID>>

CORRECT NAME AND ADDRESS HERE:

7 <<Name>>

8 <<Address1>>

9 <<Address2>>

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

Telephone Number: (____) ____ - ____

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

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

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

28 [] 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 below if applicable):

Executed on _____, 2026 _____

(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

[ADDRESS]

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PROOF OF SERVICE

State of California,
County of Los Angeles

1. I am a citizen of the United States and am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to the within action. My business address is 8605 Santa Monica Boulevard, PMB 79183, West Hollywood, CA 90069.

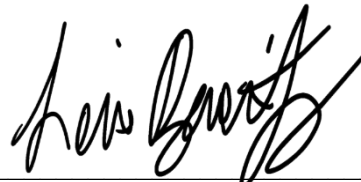
2. On May 8, 2026, I served the foregoing document(s) described as **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on interested parties as follows:

Wendy Shiff <wshiff@alexislawfirm.com>
Drew Alexis <dalexis@alexislawfirm.com>,
Sunjay Bhatia <sunjay@bhatiafirm.com>

XXXX BY EMAIL I transmitted a PDF version of this document by electronic mail to the party(s) identified above using the email address(es) indicated.

XXXX (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED on May 8, 2026, at Manhattan Beach, California.



LOUIS BENOWITZ
Declarant