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By S. Drew, Deputy Clerk

8 *Attorneys for Plaintiff Laura Abarca and the Class*

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES**

12 LAURA ABARCA, individually, and on behalf of  
13 other similarly situated employees and aggrieved  
14 employees pursuant to the California Private  
Attorneys General Act,

15 Plaintiff,

16 vs.

17 SKIRBALL CULTURAL CENTER; and DOES  
18 1 through 25, inclusive,

19 Defendants.

Case No. 24STCV07567

Honorable Elihu M. Berle  
Department 6

**DECLARATION OF ALEXANDRA ROSE  
IN SUPPORT OF PLAINTIFF'S MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT,  
ATTORNEYS' FEES AND COSTS,  
ENHANCEMENT PAYMENT, AND  
SETTLEMENT ADMINISTRATION  
COSTS**

20 Date: August 3, 2026  
21 Time: 9:00 a.m.  
22 Dept: 6

23 Complaint Filed: March 25, 2026  
24 FAC Filed: June 9, 2025  
25 Trial Date: Not Set

1 **DECLARATION OF ALEXANDRA ROSE**

2 I, Alexandra Rose, declare and state as follows:

3 1. I am an attorney duly licensed to practice law in all Courts of the State of California. I  
4 am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiff Laura  
5 Abarca (“Plaintiff”). I have personal knowledge of the facts contained herein, and, if called to testify,  
6 I could and would competently do so.

7 **Procedural History of the Action**

8 2. On March 19, 2024, Plaintiff provided written notice to the California Labor and  
9 Workforce Development Agency (“LWDA”) by online submission and to Defendant Skirball Cultural  
10 Center (“Defendant”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of  
11 the specified provisions of the California Labor Code alleged to have been violated by Defendant  
12 (“PAGA Letter”).

13 3. On March 25, 2024, Plaintiff filed a Class Action Complaint in the action entitled  
14 *Laura Abarca v. Skirball Cultural Center*, Los Angeles County Superior Court Case No.  
15 24STCV07567 (“Action”), thereby commencing a putative class action against Defendant.

16 4. On May 24, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private  
17 Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Laura Abarca v. Skirball*  
18 *Cultural Center*, Los Angeles County Superior Court Case No. 24STCV13156 (“PAGA Action”),  
19 which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to  
20 California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant.

21 5. On January 7, 2025, Plaintiff and Defendant (together, the “Parties”) participated in a  
22 formal mediation conducted by Monique Ngo-Bonnici, Esq. (“Mediator”), a neutral and respected  
23 mediator with extensive experience in complex wage and hour matters, and with the assistance of the  
24 Mediator’s evaluations, the Parties were able to reach an agreement to resolve this dispute on a class  
25 and representative basis. The Parties then worked diligently to negotiate and memorialize the terms  
26 in a long form settlement agreement.

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1           6.       On June 9, 2025, Plaintiff filed a First Amended Class and Representative Action  
2 Complaint in the Action (“Operative Complaint”), which added the PAGA claims alleged in the  
3 PAGA Action. The Operative Complaint alleges eleven (11) causes of action for violations of the  
4 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to  
5 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant  
6 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,  
7 conversion, failure to provide accurate wage statements, failure to timely pay wages upon termination,  
8 and failure to reimburse necessary business expenses, for violations of California Business and  
9 Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code  
10 violations, and for civil penalties under PAGA based on the aforementioned California Labor Code  
11 violations.

12           7.       On June 11, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA  
13 Settlement (“Settlement Agreement”). A true and correct copy of the Settlement Agreement is  
14 attached hereto as **Exhibit 1**.

15           8.       On June 13, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action  
16 and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents seeking  
17 approval of the settlement reached between the Parties.

18           9.       On August 1, 2025, counsel for the Parties appeared at the hearing on the Motion for  
19 Preliminary Approval in which the Court ordered the Parties to revise the definition of the Released  
20 Class Claims in the Settlement Agreement to make it clear that “penalties” are not penalties under  
21 PAGA.

22           10.      On August 8, 2025, the Parties executed Amendment No. 1 to Joint Stipulation of Class  
23 Action and PAGA Settlement (“Amendment No. 1”). A true and correct copy of Amendment No. 1  
24 is attached hereto as **Exhibit 2**.

25           11.      On August 29, 2025, the Court entered the Order Granting Preliminary Approval of  
26 Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving  
27 the terms of the Settlement Agreement and Amendment No. 1 (together, “Settlement”), the Notice of  
28 Class Action Settlement (“Class Notice”), and the proposed administration procedures and associated

1 deadlines. A true and correct copy of the Preliminary Approval Order is attached hereto as **Exhibit**  
2 **3.**

3 **Summary of the Terms of the Settlement Agreement**

4 12. By way of the Preliminary Approval Order, the Court certified the following Class for  
5 settlement purposes only: “All current and former hourly-paid and/or non-exempt employees  
6 employed directly by Defendant who worked for Defendant in the State of California at any time  
7 during the Class Period, and all current and former non-exempt temporary employees of Culinary  
8 Services of America, Inc. dba Culinary Staffing Service, Pristine Quality Compliance & Consulting,  
9 LLC, and Qwick, Inc. who worked for Defendant in the State of California at any time during the  
10 Class Period” (“Class” or “Class Members”). The “Class Period” is defined as the period from March  
11 30, 2020 through March 15, 2025. The “Settlement Class Members” consist of all Class Members  
12 who did not submit a timely and valid Request for Exclusion. The “PAGA Employees” consist of “all  
13 current and former hourly-paid and/or non-exempt employees employed directly by Defendant who  
14 worked for Defendant in the State of California at any time during the PAGA Period, and all current  
15 and former non-exempt temporary employees of Culinary Services of America, Inc. dba Culinary  
16 Staffing Service, Pristine Quality Compliance & Consulting, LLC, and Qwick, Inc. who worked for  
17 Defendant in the State of California at any time during the PAGA Period.” The “PAGA Period” is  
18 defined as the period from May 24, 2023 through March 15, 2025.

19 13. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative  
20 Complaint for a non-reversionary Gross Settlement Amount of Two Million Dollars and Zero Cents  
21 (\$2,000,000.00), which is exclusive of employer-side payroll taxes. The Gross Settlement Amount  
22 includes: (1) Class Counsel’s fees in the amount of thirty-five percent (35%) of the Gross Settlement  
23 Amount, equaling Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00); (2) Class  
24 Counsel’s actual litigation costs and expenses, in the amount of Twenty-Nine Thousand Seven  
25 Hundred Fifty-Four Dollars and Eighty Cents (\$29,754.80); (3) Settlement Administration Costs in  
26 the amount of Sixteen Thousand Six Hundred Fifty Dollars and Zero Cents (\$16,650.00); (4)  
27 Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); and (5)  
28 PAGA Amount in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00). After

1 the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement  
2 Class Members will share in a Net Settlement Amount of approximately One Million One Hundred  
3 Forty-Three Thousand Five Hundred Ninety-Five Dollars and Twenty Cents (\$1,143,595.20).

4 14. The Settlement does not require Settlement Class Members to submit claims as a  
5 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement  
6 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*  
7 *rata* share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”).  
8 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net  
9 Settlement Amount by the total number of weeks each Settlement Class Member worked for  
10 Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period  
11 (“Workweeks”) and multiplying the result by each Settlement Class Member’s Workweeks worked  
12 during the Class Period. Individual PAGA Payments are calculated by the Settlement Administrator  
13 by dividing the amount of the PAGA Employees’ twenty-five percent (25%) share of PAGA Amount  
14 (\$25,000.00) by the total number of pay periods each PAGA Employee worked for Defendant as an  
15 hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Pay  
16 Periods”) and multiplying the result by each PAGA Employee’s PAGA Pay Periods worked during  
17 the PAGA Period.

18 15. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and  
19 eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will  
20 be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage  
21 damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The  
22 Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect  
23 to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class  
24 Members for their net payment of their Individual Settlement Share (“Individual Settlement  
25 Payment”). The employer’s share of taxes and contributions in connection with the wages portion of  
26 Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross  
27 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)  
28 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.



1 and experienced counsel. Class Counsel are respected members of the California State Bar with strong  
2 records of vigorous and effective advocacy and are experienced in handling complex wage and hour  
3 class action litigation. Accordingly, Class Counsel had sufficient information and experience to act  
4 intelligently in negotiating the Settlement.

5 21. Although the investigation and information discovered supports Plaintiff's contentions,  
6 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on  
7 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

8 22. Class Counsel is aware of Defendant's defenses and arguments and has also taken into  
9 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays  
10 inherent in such litigation, including those involved in class and/or representative adjudication.  
11 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted  
12 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary  
13 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations  
14 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

15 23. Defendant denied and continues to deny any liability and wrongdoing of any kind  
16 associated with the claims alleged in the Action, and further denies that class certification is  
17 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately  
18 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's  
19 claims. Defendant contended that Plaintiff's claims are not suitable for class certification because  
20 individual issues would predominate should this case go to trial. As with all class actions, these  
21 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk  
22 that the Court may deny class certification.

23 24. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,  
24 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and  
25 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need  
26 to request and analyze thousands of pages of documents, obtain the Class Members' contact  
27 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of  
28 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit

1 against a current employer. On the other hand, Defendant would likely be able to obtain the  
2 cooperation of its employees. Moreover, even if Plaintiff prevailed at class certification and trial,  
3 possible appeals would substantially delay any recovery by the Class.

4 25. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.  
5 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of  
6 California, and is within the accepted range of recoveries for this type of litigation given the inherent  
7 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further  
8 litigation.

9 *Attorneys' Fees and Costs*

10 26. Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,  
11 \$700,000.00) for fees for the time spent litigating this matter and reimbursement of actual costs and  
12 expenses totaling Twenty-Nine Thousand Seven Hundred Fifty-Four Dollars and Eighty Cents  
13 (\$29,754.80). The requested fees and costs are fair compensation for undertaking complex, risky,  
14 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the  
15 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee  
16 award is summarily addressed as follows but is more fully discussed in Plaintiff's Motion for Final  
17 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment,  
18 and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

19 27. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter  
20 has translated into tangible monetary benefits for the Settlement Class Members, the State of  
21 California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of  
22 California, and the PAGA Employees will obtain monetary recovery over a relatively short period of  
23 time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed  
24 result that compares favorably with other similar class action settlements of this type, given the  
25 strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or  
26 costs that would have only increased significantly had the Action progressed through trial and/or  
27 appeals.

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1           28.     In the present case, Class Counsel has borne all of the risks and costs of litigation and  
2 will not receive any compensation until recovery is obtained. Class Counsel had to consider its  
3 workload during this litigation when considering taking on additional work that was available, and  
4 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class  
5 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a  
6 favorable result for the Class, the State of California, and the PAGA Employees. Considering the  
7 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling  
8 similar matters, Plaintiff maintains that the requested attorneys' fees of thirty-five percent (35%) of  
9 the Gross Settlement Amount (i.e., \$700,000.00) are reasonable and should be awarded.

10           29.     Blackstone was started in February 2018, representing plaintiffs in individual and  
11 representative employment litigation. The firm has grown exponentially over the past eight-plus years,  
12 now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and  
13 employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused  
14 on other complex general litigation matters. Blackstone has been counsel of record on several class  
15 and PAGA actions that have since been resolved, the most recent of which are attached hereto as  
16 **Exhibit 4**. The attorneys who worked on this case are all experienced in litigating wage and hour  
17 matters as follows:

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

1 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all  
2 motions and pleadings, including dispositive and certification motions; strategized on all cases;  
3 attended all hearings; attended all mediations; coordinated with class action administrators; prepared  
4 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all  
5 other intricate facets of litigation. During that time, he represented a wide range of clients from sole  
6 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of  
7 the cases he managed were highly publicized, with articles written about them in the Los Angeles  
8 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has  
9 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,  
10 which is well within the prevailing rate for attorneys with his experience in this area of practice in  
11 Southern California.

12       b.       Miriam L. Schimmel is a 29-year litigator who joined Blackstone in June 2022,  
13 following ten years of working with two well-known plaintiff-side wage and hour law firms in Los  
14 Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of  
15 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School  
16 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the  
17 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense  
18 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,  
19 her practice has been devoted almost entirely to employment litigation consisting of wage and hour  
20 class actions and representative actions pursuant to PAGA, as well as individual actions based on  
21 violations of the Fair Employment and Housing Act (“FEHA”). Approximately 75% of her work in  
22 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of  
23 employers/businesses. On many of those cases, she was the senior lead attorney managing the  
24 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing  
25 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of  
26 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions  
27 and pleadings, including dispositive and certification motions, as well as settlement approval motions;  
28 strategized on all cases; participated in and directed communication with class members; attended

1 hearings; led and participated in mediations; coordinated with class action administrators; prepared  
2 and worked with experts; and engaged in all other related aspects of litigation in state, federal,  
3 complex, and appellate courts. Her billable rate is \$1,075, which is well within the prevailing rate for  
4 attorneys with her experience in this area of practice in Southern California.

5 c. Joana Fang is a highly skilled nine-year lawyer who is part of the team at Blackstone  
6 that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate of  
7 University of California, Berkeley where she was a double major in Legal Studies and Media Studies.  
8 Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour litigation, as  
9 well as catastrophic injury complex litigation. She is admitted to the State of California, all federal  
10 district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was most recently  
11 recognized as a 2025 Southern California Rising Star by Super Lawyers. Her hourly rate of \$750 is  
12 reasonable based on her education and experience and is in line with the market rate.

13 d. I joined Blackstone from a highly reputable employment law firm. I graduated from  
14 the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New  
15 England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar of California  
16 in December of 2019 and the State Bars of New York and New Jersey in 2023. I am additionally  
17 licensed in all federal district courts of California. I have worked on many wage and hour class action  
18 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting  
19 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and  
20 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court  
21 appearances. I manage the post-settlement department at Blackstone. In that capacity, I oversee and  
22 handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA that  
23 are in settlement. My hourly rate of \$750 is reasonable based on my education and experience and is  
24 in line with the market rate.

25 e. Jared C. Osborne joined Blackstone also from a highly reputable employment law firm.  
26 He graduated from New York University with a Bachelor of Arts degree in 2009 and from University  
27 of Southern California Gould School of Law (USC) with a Juris Doctor degree in 2020. While at  
28 USC, he was an Executive Senior Editor on the Southern California Law Review and graduated in the

top 10% of his class. He was admitted to the State Bar of California in February 2021. Since his admittance, he has worked exclusively as a Plaintiff’s side employment attorney handling both individual and class action cases. He was most recently recognized as a 2025 Southern California Rising Star by Super Lawyers. His hourly rate of \$675 is reasonable based on his education and experience and is in line with the market rate.

30. Class Counsel has spent approximately 406.30 total hours litigating this matter. To date, our total fees incurred amount to \$379,092. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, formal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys’ fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel’s lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	56.60	\$1,295	\$73,297
Miriam L. Shimmel	Senior Counsel	142.40	\$1,075	\$153,080
Joana Fang	Senior Associate	78.20	\$750	\$58,650
Alexandra Rose	Senior Associate	92.30	\$750	\$69,225

Jared C. Osborne	Senior Associate	36.80	\$675	\$24,840
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31. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel’s fees through closure of this case are estimated to be approximately \$386,592.

32. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). Class Counsel seeks reimbursement of a total of Twenty-Nine Thousand Seven Hundred Fifty-Four Dollars and Eighty Cents (\$29,754.80) in litigation costs and expenses. A true and correct itemized list of Blackstone’s litigation costs and expenses is attached hereto as **Exhibit 5**. This amount was reasonable and necessary in the prosecution of this matter.

33. The requested award of Attorneys’ Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

***Enhancement Payment***

34. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff. The requested Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this matter, and the benefit to the other Class Members as a result of Plaintiff’s actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declaration of Plaintiff Laura Abarca submitted herewith details her work and efforts in bringing and litigating this matter through resolution and supports the requested Enhancement Payment. The requested Enhancement Payment was also disclosed in the Class Notice provided to the Class Members.

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1 ***Settlement Administration Costs***

2 35. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court  
3 approved, Settlement Administration Costs not to exceed Seventeen Thousand Dollars and Zero Cents  
4 (\$17,000.00). ILYM Group, Inc., the approved Settlement Administrator, provided Class Counsel  
5 with its quote stating that its cost to administer the Settlement is Sixteen Thousand Six Hundred Fifty  
6 Dollars and Zero Cents (\$16,650.00).

7 ***Allocation to the LWDA***

8 36. As part of the Settlement, Defendant has agreed to pay One Hundred Thousand Dollars  
9 and Zero Cents (\$100,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA,  
10 of which the payment of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) (75% of the  
11 PAGA Amount) will be paid to the LDWA for education and enforcement purposes.

12 37. It is extremely common in approved wage and hour class action cases that settle that  
13 only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments  
14 to class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)  
15 2019 U.S. Dist. LEXIS 91732, \*90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.  
16 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at \*2-3 [preliminarily approving  
17 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.  
18 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a  
19 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012  
20 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at \*14 [granting final approval of \$10,000 in PAGA  
21 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.  
22 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at \*3 [granting final approval of  
23 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*  
24 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at \*1 [granting final  
25 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here,  
26 in these approved settlements, the parties generally maximized statutory penalties and minimized  
27 PAGA penalties to focus on claims to the class members, the persons who actually suffered the  
28 California Labor Code violations.



# **EXHIBIT 1**



1           6.       The Operative Complaint alleges eleven (11) causes of action for violations of the  
2 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to  
3 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant  
4 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,  
5 conversion, failure to provide compliant wage statements, failure to timely pay wages upon  
6 termination, and failure to reimburse necessary business expenses, for violations of California  
7 Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor  
8 Code violations, and for civil penalties under PAGA based on the aforementioned California Labor  
9 Code violations.

10           7.       Defendant denies all materials allegations set forth in the Actions and has asserted  
11 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,  
12 Defendant desires to fully and finally settle the Actions, Released Class Claims (as defined herein),  
13 and Released PAGA Claims (as defined herein).

14           8.       Class Counsel diligently investigated the class and PAGA claims against Defendant,  
15 including any and all applicable defenses and the applicable law. The investigation included, *inter*  
16 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.  
17 The Parties have engaged in sufficient informal discovery and investigation to assess the relative  
18 merits of the claims and contentions of the Parties.

19           9.       On January 7, 2025, the Parties participated in mediation with Monique Ngo-Bonnici,  
20 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance  
21 of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The  
22 Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an  
23 informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs  
24 and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation,  
25 Class Counsel believes that the settlement with Defendant for the consideration and on the terms set  
26 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the  
27 Class Members, State of California, and PAGA Employees in light of all known facts and  
28 circumstances, including the risk of significant delay and uncertainty associated with litigation and

1 various defenses asserted by Defendant.

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

7 **DEFINITIONS**

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

10 a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for  
11 Class Counsel’s litigation and resolution of the Actions and all verified costs and expenses incurred  
12 and to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 13.

13 b. “Class” or “Class Member(s)” means all current and former hourly-paid and/or  
14 non-exempt employees employed directly by Defendant who worked for Defendant in the State of  
15 California at any time during the Class Period, and all current and former non-exempt temporary  
16 employees of Culinary Services of America, Inc. dba Culinary Staffing Service, Pristine Quality  
17 Compliance & Consulting, LLC, and Qwick, Inc. who worked for Defendant in the State of California  
18 at any time during the Class Period.

19 c. “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang,  
20 Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC, who will seek to be appointed  
21 counsel for the Class.

22 d. “Class List” means a complete list of all Class Members that Defendant will  
23 diligently and in good faith compile from its records and provide to the Settlement Administrator. The  
24 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following  
25 information for each Class Member: (1) full name; (2) last known mailing address; (3) social security  
26 number; (4) number of Workweeks; (5) number of PAGA Pay Periods, and (6) any such other  
27 information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA Pay  
28 Periods (if applicable).

1 e. "Class Notice" means the Notice of Class Action Settlement, substantially in  
2 the form attached hereto as "Exhibit A."

3 f. "Class Period" means the period from March 30, 2020 through March 15, 2025.

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

6 h. "Court" means the Superior Court of the State of California for the County of  
7 Los Angeles.

8 i. "Defendant's Counsel" means Mandy D. Hexom and Gaia T. Linehan of  
9 Freeman Mathis & Gary LLP.

10 j. "Dispute" means a letter submitted by a Class Member and/or PAGA Employee  
11 disputing the number of Workweeks and/or PAGA Pay Periods to which they have been credited,  
12 which must: (a) contain the case name and number of the Action; (b) contain the Class Member and/or  
13 PAGA Employee's full name, signature, address, telephone number, and the last four (4) digits of the  
14 Class Member and/or PAGA Employee's Social Security number; (c) clearly state that the Class  
15 Member and/or PAGA Employee disputes the number of Workweeks and/or PAGA Pay Periods  
16 credited to the Class Member and/or PAGA Employee and what the Class Member and/or PAGA  
17 Employee contends is the correct number; and (d) be returned by mail to the Settlement Administrator  
18 at the specified address, postmarked on or before the Response Deadline.

19 k. "Effective Date" means the date by when both of the following have occurred:  
20 (a) the Court enters the Judgment upon granting Final Approval; and (b) the Judgment is final. The  
21 Judgment is final as of the latest of the following occurrences: (i) if no Settlement Class Member  
22 objects to the Class Settlement, the day the Court enters the Judgment; (ii) if one or more Settlement  
23 Class Members objects to the Class Settlement, the day after the deadline for filing a notice of appeal  
24 from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court  
25 affirms the Judgment and issues a remittitur; (iii) if a petition for writ of certiorari is filed, the date of  
26 denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such  
27 petition.

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1           l.       “Employer Taxes” means the employer’s share of taxes and contributions in  
2 connection with the W-2 wage portion of Individual Settlement Shares, which shall be paid by  
3 Defendant in addition to the Gross Settlement Amount.

4           m.       “Enhancement Payment” means the amount to be paid to Plaintiff, in  
5 recognition of her effort and work in prosecuting the Actions on behalf of Class Members and PAGA  
6 Employees, and general release of claims, as set forth in Paragraph 14.

7           n.       “Final Approval” means the determination by the Court that the Settlement is  
8 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

9           o.       “Final Approval Hearing” means the hearing at which the Court will consider  
10 and determine whether the Settlement should be granted Final Approval.

11          p.       “Final Approval Order” means the order granting final approval of the  
12 Settlement.

13          q.       “Gross Settlement Amount” means the amount of Two Million Dollars and  
14 Zero Cents (\$2,000,000.00) to be paid by Defendant in full satisfaction of the Actions, Released Class  
15 Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement  
16 Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to  
17 the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to  
18 the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the  
19 Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to  
20 increase, as provided in Paragraph 17.

21          r.       “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee  
22 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be  
23 calculated in accordance with Paragraph 19.

24          s.       “Individual Settlement Payment” means the net payment of each Settlement  
25 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and  
26 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
27 Paragraph 20.

28 ///

1 t. "Individual Settlement Share" means the *pro rata* share of the Net Settlement  
2 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated  
3 in accordance with Paragraph 18.

4 u. "Judgment" means the judgment entered by the Court upon granting final  
5 approval of the Settlement.

6 v. "LWDA Payment" means the amount of Seventy-Five Thousand Dollars and  
7 Zero Cents (\$75,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the  
8 LWDA under the PAGA Settlement, as set forth in Paragraph 15.

9 w. "Net Settlement Amount" means the portion of the Gross Settlement Amount  
10 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount  
11 less the Court-approved Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and  
12 Settlement Administration Costs.

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

20 y. "PAGA Amount" means the allocation of One Hundred Thousand Dollars and  
21 Zero Cents (\$100,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five  
22 percent (75%) of the PAGA Amount, or \$75,000.00, will be paid to the LWDA (i.e., the LWDA  
23 Payment) and the remaining twenty-five percent (25%), or \$25,000.00, will be distributed to the  
24 PAGA Employees (i.e., the PAGA Employee Amount).

25 z. "PAGA Employee(s)" means all current and former hourly-paid and/or non-  
26 exempt employees employed directly by Defendant who worked for Defendant in the State of  
27 California at any time during the PAGA Period, and all current and former non-exempt temporary  
28 employees of Culinary Services of America, Inc. dba Culinary Staffing Service, Pristine Quality

1 Compliance & Consulting, LLC, and Qwick, Inc. who worked for Defendant in the State of California  
2 at any time during the PAGA Period.

3 aa. “PAGA Employee Amount” means the amount of Twenty-Five Thousand  
4 Dollars and Zero Cents (\$25,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA  
5 Employees on a *pro rata* basis based on their PAGA Pay Periods.

6 bb. “PAGA Period” means the period from May 24, 2023 through March 15, 2025.

7 cc. “PAGA Settlement” means the settlement and resolution of all Released PAGA  
8 Claims.

9 dd. “PAGA Pay Periods” means the number of pay periods each PAGA Employee  
10 worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA  
11 Period. PAGA Pay Periods will be calculated by the Settlement Administrator based on each PAGA  
12 Employee’s start date or the beginning of the PAGA Period, whichever is later, and separation date or  
13 the last day of the PAGA Period, whichever is earlier, based on the Class List provided by Defendant.  
14 In order to be counted as a PAGA Pay Period, the PAGA Employee must have worked at least one  
15 day in that pay period.

16 ee. “Preliminary Approval” means the date on which the Court enters the  
17 Preliminary Approval Order.

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

21 gg. “Released Class Claims” means all claims which were alleged or which could  
22 have been reasonably alleged based on the factual allegations in the Action and Operative Complaint,  
23 arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure  
24 to pay minimum and overtime wages, including the alleged failure to pay overtime at the correct rates  
25 of pay, provide compliant meal and rest periods and associated premium payments, timely pay wages  
26 during employment and upon termination, provide all accrued gratuities, provide complaint wage  
27 statements, and reimburse necessary business-related expenses in violation of California Labor Code  
28 Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350, 351, 510, 512(a), 1194, 1197, 1197.1, 1198,

1 2800, and 2802, the applicable Industrial Welfare Commission Wage Order(s), California Business  
2 and Professions Code sections 17200, *et seq.*, and any claims for penalties, interest, costs and  
3 attorney’s fees related to these claims except as otherwise set forth herein. The Released Class Claims  
4 do not include claims for vested benefits, wrongful termination, violation of the Fair Employment and  
5 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims  
6 based on facts outside the Class Period.

7           hh.     “Released PAGA Claims” means all claims for civil penalties under the Private  
8 Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which were alleged or  
9 which could have been reasonably alleged based on the factual allegations in the PAGA Letter and  
10 Operative Complaint, arising during the PAGA Period, which shall specifically include claims for  
11 Defendant’s alleged failure to pay minimum and overtime wages, including the alleged failure to pay  
12 overtime at the correct rates of pay, provide compliant meal and rest periods and associated premium  
13 payments, timely pay wages during employment and upon termination, provide all accrued gratuities,  
14 provide complaint wage statements, keep requisite payroll records, and reimburse necessary business-  
15 related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7,  
16 350, 351, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable  
17 Industrial Welfare Commission Wage Order(s), including attorney’s fees and costs related thereto.

18           ii.     “Released Parties” means Defendant, Culinary Services of America, Inc. dba  
19 Culinary Staffing Service, Pristine Quality Compliance & Consulting, LLC, and Qwick, Inc., and their  
20 past and present direct or indirect parents, subsidiaries, predecessors, successors, assigns, joint  
21 venturers and affiliated companies and entities, as well as their past and present owners, officers,  
22 shareholders, directors, members, managers, operators, employees that are not Class Members or  
23 PAGA Employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys,  
24 insurers, reinsurers, payroll providers, joint venturers, joint employers, agents, successors, assigns,  
25 and legal representatives, and any individual or entity that could be jointly liable with Defendant.

26           jj.     “Request for Exclusion” means a letter submitted by a Class Member indicating  
27 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number  
28 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and

1 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class  
2 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the  
3 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

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

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

19           mm.    “Settlement Administration Costs” means the costs payable from the Gross  
20 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in  
21 Paragraph 16.

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

24           oo.     “Workweeks” means the number of weeks each Class Member worked for  
25 Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period.  
26 Workweeks will be calculated by the Settlement Administrator based on each Class Member’s start  
27 date or the beginning of the Class Period, whichever is later, and separation date or the last day of the  
28 Class Period, whichever is earlier, based on the Class List provided by Defendant. In order to be

1 counted as a Workweek, the Class Member must have worked at least one day in that week.

2 **CLASS CERTIFICATION**

3 12. For the purposes of this Settlement only, the Parties stipulate to the certification of the  
4 Class.

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

11 **TERMS OF THE AGREEMENT**

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

14 14. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application  
15 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the  
16 Gross Settlement Amount (i.e., \$700,000.00 if the Gross Settlement Amount is \$2,000,000.00) and  
17 reimbursement of verified costs and expenses associated with Class Counsel's litigation and settlement  
18 of the Actions, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00),  
19 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all  
20 work performed and any and all costs incurred by Class Counsel in connection with the litigation of  
21 the Actions, including without limitation all work performed and costs incurred to date, and all work  
22 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this  
23 Settlement Agreement, including any objections raised and any appeals necessitated by those  
24 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this  
25 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement  
26 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any  
27 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel  
28 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

1           15.    Enhancement Payment. Defendant agrees not to oppose or impede any application or  
2 motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars and Zero  
3 Cents (\$10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement  
4 Amount, subject to Court approval, will be in addition to her Individual Settlement Payment as a  
5 Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be  
6 solely and legally responsible for correctly characterizing this compensation for tax purposes and for  
7 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099  
8 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment that is  
9 not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit  
10 of the Settlement Class Members.

11           16.    PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of  
12 One Hundred Thousand Dollars and Zero Cents (\$100,000.00) shall be allocated from the Gross  
13 Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code  
14 Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$75,000.00,  
15 will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$25,000.00,  
16 will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based  
17 on the total number of PAGA Pay Periods worked by each PAGA Employee during the PAGA Period  
18 (i.e., the Individual PAGA Payments).

19           17.    Settlement Administration Costs. The Settlement Administrator will be paid for the  
20 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
21 which is currently not to exceed Seventeen Thousand Dollars and Zero Cents (\$17,000.00). These  
22 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,  
23 *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices  
24 and other documents for the Settlement, calculating and distributing payments due under the  
25 Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings,  
26 and remittances, providing necessary reports and declarations, and other duties and responsibilities set  
27 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual  
28 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess

1 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any  
2 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not  
3 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement  
4 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the  
5 Settlement Class Members.

6 18. Escalator Clause. Defendant has represented that the Class Members worked a total of  
7 64,000 workweeks during the period March 30, 2020 through January 7, 2025. If it is determined by  
8 the Settlement Administrator that the total number of Workweeks worked by the Class Members  
9 during the Class Period actually exceeds 64,000 by more than 10% (i.e., by more than 70,400  
10 Workweeks), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the  
11 percentage increase in the number of Workweeks worked by the Class Members above 10%. For  
12 example, if the number of Workweeks increases by 11% to 71,040 Workweeks, then the Gross  
13 Settlement Amount will increase by 1%.

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

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

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

26 20. Individual PAGA Payment Calculations. Individual PAGA Payments will be  
27 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'  
28 number of PAGA Pay Periods, as follows: The Settlement Administrator will divide the PAGA

1 Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all PAGA  
2 Employees to yield the “PAGA Pay Period Value,” and multiply each PAGA Employee’s individual  
3 PAGA Pay Periods by the PAGA Pay Period Value to yield each PAGA Employee’s Individual PAGA  
4 Payment.

5 21. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each  
6 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty  
7 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be  
8 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages  
9 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement  
10 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages  
11 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their  
12 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes  
13 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement  
14 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties  
15 and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

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

22 23. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant’s Counsel do not  
23 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or  
24 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement  
25 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation  
26 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement Class  
27 Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class Members, and  
28 PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on

1 the payments described in this Settlement Agreement. Plaintiff, Settlement Class Members, and PAGA  
2 Employees should consult with their tax advisors concerning the tax consequences of any payment  
3 they receive under the Settlement.

4       24. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT  
5 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY  
6 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN  
7 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
8 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE  
9 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS  
10 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE  
11 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE  
12 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART  
13 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY  
14 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE  
15 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)  
16 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE  
17 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY  
18 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
19 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY  
20 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
21 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT  
22 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX  
23 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)  
24 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR  
25 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION  
26 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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1           25.    Settlement Awards Do Not Trigger Additional Benefits. All payments made under the  
2 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually  
3 are issued to the payee. It is expressly understood and agreed that payments made under this Settlement  
4 shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee to additional  
5 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest,  
6 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle  
7 Plaintiff, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K  
8 benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary  
9 language or agreement in any benefit or compensation plan document that might have been in effect  
10 during the Class Period).

11           26.    Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
12 Upon execution of this Settlement Agreement, Plaintiff will obtain a hearing date from the Court for  
13 Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will  
14 be responsible for drafting and submit this Settlement Agreement to the Court in support of said  
15 motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion  
16 before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval  
17 of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will  
18 apply for the entry of the Preliminary Approval Order seeking the following:

- 19           a.       Conditionally certifying the Class for settlement purposes only;
- 20           b.       Granting Preliminary Approval of the Settlement;
- 21           c.       Preliminarily appointing Plaintiff as the representative of the Class;
- 22           d.       Preliminarily appointing Class Counsel as counsel for the Class;
- 23           e.       Approving as to form and content, the mutually-agreed upon and proposed  
24 Class Notice and directing its mailing by First Class U.S. Mail;
- 25           f.       Approving the manner and method for Class Members to request exclusion  
26 from or object to the Class Settlement as contained herein and within the Class Notice;
- 27           g.       Scheduling a Final Approval Hearing at which the Court will determine whether  
28 Final Approval of the Settlement should be granted.

1           27.    Notice of Settlement to the LWDA. Class Counsel shall notify the LWDA of the  
2 Settlement prior to or upon filing the motion for preliminary approval of the Settlement.

3           28.    Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,  
4 Defendant will provide the Class List to the Settlement Administrator.

5           29.    Notice by First-Class U.S. Mail.

6                a.        Within seven (7) calendar days after receiving the Class List from Defendant,  
7 the Settlement Administrator will perform a search based on the National Change of Address Database  
8 or any other similar services available, such as provided by Experian, for information to update and  
9 correct for any known or identifiable address changes, and will mail a Class Notice in English and  
10 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via  
11 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement  
12 Administrator.

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

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

24           30.    Disputes Regarding Workweeks and/or PAGA Pay Periods. Class Members and  
25 PAGA Employees will have an opportunity to dispute the number of Workweeks and/or PAGA Pay  
26 Periods to which they have been credited, as reflected in their respective Class Notices, by submitting  
27 a timely and valid Dispute to the Settlement Administrator, by mail, postmarked on or before the  
28 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive

1 means to determine whether a Dispute has been timely submitted. Absent evidence rebutting the  
2 accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or PAGA  
3 Pay Periods to be credited to a disputing Class Member and/or PAGA Employee, Defendant's records  
4 will be presumed to be correct and determinative of the dispute. However, if a Class Member and/or  
5 PAGA Employee produces information and/or documents to the contrary, the Settlement  
6 Administrator will evaluate the materials submitted by the Class Member and/or PAGA Employee  
7 and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or  
8 PAGA Pay Periods that the disputing Class Member and/or PAGA Employee should be credited with  
9 under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-  
10 appealable.

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

1 submit a Request for Exclusion.

2 32. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class  
3 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by  
4 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing  
5 envelope will be the exclusive means to determine whether a Notice of Objection has been timely  
6 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's  
7 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely  
8 and complete and which were not), and also attach them to a declaration that is to be filed with the  
9 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel  
10 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or  
11 appeal from the Judgment. Settlement Class Members, individually or through counsel, may also  
12 present their objection orally at the Final Approval Hearing, regardless of whether they have submitted  
13 a Notice of Objection.

14 33. Reports by the Settlement Administrator. The Settlement Administrator shall provide  
15 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed  
16 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of  
17 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class  
18 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will  
19 provide to counsel for the Parties any updated reports regarding the administration of the Settlement  
20 Agreement as needed or requested, and immediately notify the Parties when it receives a request from  
21 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a  
22 Dispute.

23 34. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members  
24 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement  
25 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class  
26 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of  
27 the number of Class Members who have submitted timely and valid Requests for Exclusion following  
28 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement

1 administration owed to the Settlement Administrator incurred up to that date.

2 35. Certification of Completion. Upon completion of administration of the Settlement, the  
3 Settlement Administrator will provide a written declaration under oath to certify such completion to  
4 the Court and counsel for all Parties.

5 36. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After  
6 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final  
7 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)  
8 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'  
9 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final  
10 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.  
11 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the  
12 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion  
13 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final  
14 Approval Order and Judgment, which will provide for, in substantial part, the following:

15 a. Approval of the Settlement as fair, reasonable, and adequate, and directing  
16 consummation of its terms and provisions;

17 b. Certification of the Settlement Class;

18 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

19 d. Approval of the application for Enhancement Payment to Plaintiff;

20 e. Directing Defendant to fund all amounts due under the Settlement Agreement  
21 and ordered by the Court; and

22 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in  
23 conformity with California Rules of Court 3.769 and the Settlement Agreement.

24 37. Funding of the Gross Settlement Amount. No later than fifteen (15) business days after  
25 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement  
26 Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established  
27 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement  
28 Administrator to calculate necessary payroll taxes including its official name, 8-digit state  
unemployment insurance tax ID number, and other information requested by the Settlement

1 Administrator, no later than five (5) business days after the Effective Date.

2 38. Distribution of the Gross Settlement Amount. Within five (5) business days of the  
3 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual  
4 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,  
5 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class  
6 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set  
7 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and  
8 timely forward these to the appropriate government authorities.

9 39. Settlement Checks. The Settlement Administrator will be responsible for undertaking  
10 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
11 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the  
12 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the  
13 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA  
14 Payment into one check if the intended recipient for both payments is one individual. Settlement Class  
15 Members and PAGA Employees are not required to submit a claim to be issued an Individual  
16 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and  
17 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)  
18 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds  
19 associated with such canceled checks shall be distributed by the Settlement Administrator to the State  
20 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or  
21 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under  
22 California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to  
23 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant  
24 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake  
25 amended and/or supplemental tax filings and reporting required under applicable local, state, and  
26 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment  
27 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement  
28 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA  
Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the

1 PAGA Settlement.

2 40. Class Settlement Release. Upon the Effective Date and full funding of the Gross  
3 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,  
4 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all  
5 Released Class Claims.

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

10 42. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross  
11 Settlement Amount, Plaintiff, individually and on behalf of her respective former and present spouses,  
12 representatives, agents, attorneys, heirs, administrators, executors, successors, agents, and assigns  
13 generally, fully, and finally release and discharge the Released Parties from all claims, demands,  
14 rights, liabilities, causes of action of every nature and description whatsoever, transactions, or  
15 occurrences, known or unknown, asserted or that might or could have been asserted, whether in tort,  
16 contract, or for violation of any state or federal rule, regulation or statute arising out of, relating to, or  
17 in connection with any act or omission by or on the party of the Released Parties in any way related  
18 to Plaintiff's employment with Defendant prior to execution of this Agreement including, but not  
19 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts  
20 contained, in the Action or in the Operative Complaint and the PAGA Action; and (b) all PAGA claims  
21 that were, or reasonably could have been, alleged, based on facts contained in the PAGA Letter and  
22 Operative Complaint. This release does not extend to any claims or actions to enforce this Settlement  
23 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social  
24 security benefits, workers' compensation benefits that arose at any time, or based on occurrences  
25 outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from,  
26 or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,  
27 that this release shall be and remain effective in all respects, notwithstanding such different or  
28 additional facts or Plaintiff's discovery of them. This general release includes any unknown claims

1 Plaintiff does not know or suspect to exist in her favor at the time of this general release, which, if  
2 known by her, might have affected her settlement with, and release of, the Released Parties or might  
3 have affected her decision not to object to this Settlement Agreement or this general release. Any and  
4 all rights granted under any state or federal law or regulation limiting the effect of this Settlement  
5 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY  
6 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

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

13 The significance of this release and waiver of Civil Code Section 1542 has been explained to Plaintiff  
14 by her counsel.

15 43. Final Approval Order and Judgment. The Parties shall provide the Settlement  
16 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,  
17 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for  
18 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the  
19 Class will be required.

20 44. Satisfaction of Judgment. Upon Defendant fully funding the Gross Settlement Amount  
21 and the Employer Taxes, and upon those fundings clearing, within seven (7) business days of  
22 satisfaction of these payments, Plaintiff shall cause to be filed and served an Acknowledgement of  
23 Satisfaction of Judgment in the Action.

24 45. Continued Jurisdiction. After entry of the Judgment pursuant to the Settlement, the  
25 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and  
26 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the  
27 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,  
28 and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this

1 Settlement Agreement.

2 46. Effects of Termination or Rescission of Settlement. Termination or rescission of the  
3 Settlement Agreement, including if the Court does not finally approve the Settlement Agreement, shall  
4 have the following effects:

5 a. The Settlement Agreement shall be void and shall have no force or effect, and  
6 no Party shall be bound by any of its terms;

7 b. In the event the Settlement Agreement is terminated, Defendant shall have no  
8 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating  
9 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement  
10 Administrator is notified that the Settlement has been terminated;

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

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

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

20 f. Any documents generated to bring the Settlement into effect, will be null and  
21 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
22 likewise be treated as void from the beginning.

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

27 48. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set  
28 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.

1 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

2 49. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
3 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all  
4 prior or contemporaneous agreements, understandings, representations, and statements, whether oral  
5 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or  
6 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties  
7 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),  
8 which provide that a written agreement is to be construed according to its terms and may not be varied  
9 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written  
10 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

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

15 51. Amendment or Modification. Prior to the filing of the motion for preliminary approval  
16 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement  
17 except by written agreement signed by counsel for all Parties. After the filing of the motion for  
18 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this  
19 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject  
20 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not  
21 constitute a waiver of any other provision.

22 52. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
23 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
24 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
25 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
26 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
27 full authority to enter into this Settlement Agreement, and further intend that this Settlement  
28 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible  
and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation  
confidentiality provisions that otherwise might apply under state or federal law.

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

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

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

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

16          57.    Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
17 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at  
18 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into  
19 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
20 represented by competent counsel and that they have had an opportunity to consult with their counsel  
21 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to  
22 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement  
23 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to  
24 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

1           59.    Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by  
2 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate  
3 to implement the Settlement.

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

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

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

27 ///

28 ///



1 content of any document needed to implement the Settlement Agreement, or on any supplemental  
2 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties  
3 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

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

6 **IT IS SO AGREED.**

7 **PLAINTIFF LAURA ABARCA**

8 *Laura Abarca*

9 Dated: 06/11/2025

Plaintiff Laura Abarca

11 **DEFENDANT SKIRBALL CULTURAL  
12 CENTER**

13 Dated: \_\_\_\_\_

14 Full Name: \_\_\_\_\_

15 Title: \_\_\_\_\_

16 On behalf of Defendant Skirball Cultural Center

1 content of any document needed to implement the Settlement Agreement, or on any supplemental  
2 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties  
3 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

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

6 **IT IS SO AGREED.**


**PLAINTIFF LAURA ABARCA**

7  
8  
9 Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Laura Abarca

**DEFENDANT SKIRBALL CULTURAL CENTER**

10  
11  
12  
13 Dated: 6/11/2025

Signed by:  
  
68D1F934F001438...

Full Name: Jessie Kornberg

Title: President & CEO

On behalf of Defendant Skirball Cultural Center

## **EXHIBIT A**

## NOTICE OF CLASS ACTION SETTLEMENT

*Laura Abarca v. Skirball Cultural Center*

Superior Court of California for the County of Los Angeles, Case No. 24STCV07567

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

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

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

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

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiff Laura Abarca ("Plaintiff") and Defendant Skirball Cultural Center ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Laura Abarca v. Skirball Cultural Center*, Los Angeles County Superior Court Case No. 24STCV07567 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees employed directly by Defendant who worked for Defendant in the State of California at any time during the Class Period, and all current and former non-exempt temporary employees of Culinary Services of America, Inc. dba Culinary Staffing Service, Pristine Quality Compliance & Consulting, LLC, and Qwick, Inc. who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from March 30, 2020 through March 15, 2025.

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

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees employed directly by Defendant who worked for Defendant in the State of California at any time during the PAGA Period, and all current and former non-exempt temporary employees of Culinary Services of America, Inc. dba Culinary Staffing Service, Pristine Quality Compliance & Consulting, LLC, and Qwick, Inc. who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from May 24, 2023 through March 15, 2025.

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

### **II. BACKGROUND OF THE ACTION**

On March 19, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On March 25, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On [redacted], Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during and upon termination of employment and associated waiting-time penalties, provide all accrued gratuities, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor

Code Section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

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

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Laura Abarca as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish  
Miriam L. Schimmel  
Joana Fang  
Alexandra Rose  
Jared C. Osborne  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

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

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

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is Two Million Dollars and Zero Cents (\$2,000,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$700,000.00 if the Gross Settlement Amount is \$2,000,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Action; (3) the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$75,000.00) (“LWDA Payment”) and the remaining 25% (\$25,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Seventeen Thousand Dollars and Zero Cents (\$17,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement

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

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

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

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

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

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

According to Defendant’s records:

- **From March 30, 2020 through March 15, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From May 24, 2023 through March 15, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Pay Periods.**

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Laura Abarca v. Skirball Cultural Center*, Case No. 24STCV07567); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

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

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

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and**

**withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

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

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

#### **D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

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

“Released Class Claims” means all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Action and Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure to pay minimum and overtime wages, including the alleged failure to pay overtime at the correct rates of pay, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide all accrued gratuities, provide complaint wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350, 351, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order(s), California Business and Professions Code sections 17200, *et seq.*, and any claims for penalties, interest, costs, and attorney’s fees related to these claims except as otherwise set forth herein. The Released Class Claims do not include 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.

“Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which were alleged or which could have been reasonably alleged based on the factual allegations in the PAGA Letter and Operative Complaint, arising during the PAGA Period, which shall specifically include claims for Defendant’s alleged failure to pay minimum and overtime wages, including the alleged failure to pay overtime at the correct rates of pay, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide all accrued gratuities, provide complaint wage statements, keep requisite payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350, 351, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s), including attorney’s fees and costs related thereto.

“Released Parties” means Defendant, Culinary Services of America, Inc. dba Culinary Staffing Service, Pristine Quality Compliance & Consulting, LLC, and Qwick, Inc., and their past and present direct or indirect parents, subsidiaries, predecessors, successors, assigns, joint venturers and affiliated companies and entities, as well as their past and present owners, officers, shareholders, directors, members, managers, operators, employees that are not Class Members or PAGA Employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, reinsurers, payroll providers, joint venturers, joint employers, agents, successors, assigns, and legal representatives, and any individual or entity that could be jointly liable with Defendant.

#### **E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$700,000.00 if the Gross Settlement Amount is \$2,000,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross

Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Seventeen Thousand Dollars and Zero Cents (\$17,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

**A. Participate in the Settlement**

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

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

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

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

**B. Request Exclusion from the Class Settlement**

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

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Laura Abarca v. Skirball Cultural Center*, Case No. 24STCV07567); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class

Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

### **C. Object to the Class Settlement**

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

The Notice of Objection must: (a) contain the case name and number of the Action (*Laura Abarca v. Skirball Cultural Center*, Case No. 24STCV07567); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

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

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 6 of the Los Angeles County Superior Court, located at located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>

### **VI. ADDITIONAL INFORMATION**

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

You may view the Settlement Agreement and other documents filed in the Action by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>

You may also visit the Settlement Administrator’s website at **[redacted]** for more information and documents relating to the Settlement.

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

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

# **EXHIBIT 2**

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**AMENDMENT NO. 1 TO**

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

This Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement is entered into between Plaintiff Laura Abarca (“Plaintiff”) and Defendant Skirball Cultural Center (“Defendant”) (together, the “Parties”) pursuant to Paragraph 51 of the Joint Stipulation of Class Action and PAGA Settlement (“Original Agreement”) entered into between the Parties on June 4, 2025.

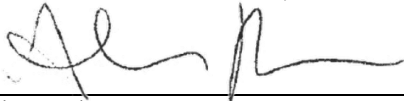
**A. Paragraph 11.gg of the Original Agreement is hereby amended to state as follows:**

“Released Class Claims” means all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Action and Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure to pay minimum and overtime wages, including the alleged failure to pay overtime at the correct rates of pay, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide all accrued gratuities, provide complaint wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350, 351, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order(s), California Business and Professions Code sections 17200, *et seq.*, and any claims for penalties (excluding PAGA penalties), interest, costs and attorney’s fees related to these claims except as otherwise set forth herein. The Released Class Claims do not include PAGA penalties, 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 outside the Class Period.

**B. The Notice of Class Action Settlement attached to the Original Agreement as “Exhibit A” is hereby replaced with the revised Notice of Class Action Settlement attached hereto as “Exhibit A.”**

Dated: August 8, 2025

**BLACKSTONE LAW, APC**

  
\_\_\_\_\_  
Alexandra Rose  
Attorneys for Plaintiff Laura Abarca

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**FREEMAN MATHIS & GARY LLP**

Dated: August \_\_, 2025

  
\_\_\_\_\_  
Mandy D. Hexon  
Gaia T. Lineham  
*Attorneys for Defendant Skirball Cultural Center*

# **EXHIBIT A**

## NOTICE OF CLASS ACTION SETTLEMENT

*Laura Abarca v. Skirball Cultural Center*  
Superior Court of California for the County of Los Angeles, Case No. 24STCV07567

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

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

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

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

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiff Laura Abarca ("Plaintiff") and Defendant Skirball Cultural Center ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Laura Abarca v. Skirball Cultural Center*, Los Angeles County Superior Court Case No. 24STCV07567 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

**"Class" or "Class Member(s)"** means all current and former hourly-paid and/or non-exempt employees employed directly by Defendant who worked for Defendant in the State of California at any time during the Class Period, and all current and former non-exempt temporary employees of Culinary Services of America, Inc. dba Culinary Staffing Service, Pristine Quality Compliance & Consulting, LLC, and Qwick, Inc. who worked for Defendant in the State of California at any time during the Class Period.

**"Class Period"** means the period from March 30, 2020 through March 15, 2025.

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

**"PAGA Employee(s)"** means all current and former hourly-paid and/or non-exempt employees employed directly by Defendant who worked for Defendant in the State of California at any time during the PAGA Period, and all current and former non-exempt temporary employees of Culinary Services of America, Inc. dba Culinary Staffing Service, Pristine Quality Compliance & Consulting, LLC, and Qwick, Inc. who worked for Defendant in the State of California at any time during the PAGA Period.

**"PAGA Period"** means the period from May 24, 2023 through March 15, 2025.

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

### **II. BACKGROUND OF THE ACTION**

On March 19, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On March 25, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On June 9, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during and upon termination of employment and associated waiting-time penalties, provide all accrued gratuities, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor

Code Section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

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

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Laura Abarca as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish  
Miriam L. Schimmel  
Joana Fang  
Alexandra Rose  
Jared C. Osborne  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

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

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

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is Two Million Dollars and Zero Cents (\$2,000,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$700,000.00 if the Gross Settlement Amount is \$2,000,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Action; (3) the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$75,000.00) (“LWDA Payment”) and the remaining 25% (\$25,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Seventeen Thousand Dollars and Zero Cents (\$17,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement

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

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

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

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

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

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

According to Defendant’s records:

- **From March 30, 2020 through March 15, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From May 24, 2023 through March 15, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Pay Periods.**

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Laura Abarca v. Skirball Cultural Center*, Case No. 24STCV07567); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

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

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

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and**

**withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

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

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

#### **D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

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

“Released Class Claims” means all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Action and Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure to pay minimum and overtime wages, including the alleged failure to pay overtime at the correct rates of pay, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide all accrued gratuities, provide complaint wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350, 351, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order(s), California Business and Professions Code sections 17200, *et seq.*, and any claims for penalties (excluding PAGA penalties), interest, costs, and attorney’s fees related to these claims except as otherwise set forth herein. The Released Class Claims do not include PAGA penalties, 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.

“Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which were alleged or which could have been reasonably alleged based on the factual allegations in the PAGA Letter and Operative Complaint, arising during the PAGA Period, which shall specifically include claims for Defendant’s alleged failure to pay minimum and overtime wages, including the alleged failure to pay overtime at the correct rates of pay, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide all accrued gratuities, provide complaint wage statements, keep requisite payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350, 351, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s), including attorney’s fees and costs related thereto.

“Released Parties” means Defendant, Culinary Services of America, Inc. dba Culinary Staffing Service, Pristine Quality Compliance & Consulting, LLC, and Qwick, Inc., and their past and present direct or indirect parents, subsidiaries, predecessors, successors, assigns, joint venturers and affiliated companies and entities, as well as their past and present owners, officers, shareholders, directors, members, managers, operators, employees that are not Class Members or PAGA Employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, reinsurers, payroll providers, joint venturers, joint employers, agents, successors, assigns, and legal representatives, and any individual or entity that could be jointly liable with Defendant.

#### **E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$700,000.00 if the Gross Settlement Amount is \$2,000,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and

Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Seventeen Thousand Dollars and Zero Cents (\$17,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

**A. Participate in the Settlement**

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

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

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

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

**B. Request Exclusion from the Class Settlement**

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

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Laura Abarca v. Skirball Cultural Center*, Case No. 24STCV07567); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class

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

### **C. Object to the Class Settlement**

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

The Notice of Objection must: (a) contain the case name and number of the Action (*Laura Abarca v. Skirball Cultural Center*, Case No. 24STCV07567); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

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

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 6 of the Los Angeles County Superior Court, located at located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/laceligibility/ui/civil.aspx?casetype=ci>

### **VI. ADDITIONAL INFORMATION**

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

You may view the Settlement Agreement and other documents filed in the Action by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>

You may also visit the Settlement Administrator’s website at **[redacted]** for more information and documents relating to the Settlement.

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

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

# **EXHIBIT 3**

Electronically Received 08/27/2025 05:24 PM

1 Miriam L. Schimmel (State Bar No. 185089)  
mschimmel@blackstonepc.com  
2 Joana Fang (State Bar No. 309623)  
jfang@blackstonepc.com  
3 Alexandra Rose (State Bar No. 329407)  
arose@blackstonepc.com  
4 Jared C. Osborne (State Bar No. 335968)  
josborne@blackstonepc.com  
5 **BLACKSTONE LAW, APC**  
6 8383 Wilshire Boulevard, Suite 745  
7 Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

8 *Attorneys for* Plaintiff LAURA ABARCA,  
9 individually, and on behalf of other similarly  
10 situated employees and aggrieved employees  
pursuant to the California Private Attorneys  
General Act

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES**

13 LAURA ABARCA, individually, and on  
14 behalf of other similarly situated employees  
15 and aggrieved employees pursuant to the  
California Private Attorneys General Act,

16 Plaintiff,

17 vs.

18 SKIRBALL CULTURAL CENTER; and  
19 DOES 1 through 25, inclusive,

20 Defendants.  
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**FILED**  
Superior Court of California  
County of Los Angeles

08/29/2025

David W. Slayton, Executive Officer / Clerk of Court

By:                     P. Herrera                     Deputy

Case No.: 24STCV07567

Honorable Elihu M. Berle  
Department 6

**~~[FURTHER REVISED PROPOSED]~~ ORDER  
GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA SETTLEMENT**

Date: August 20, 2025  
Time: 9:00 a.m.  
Dept.: 6

Complaint Filed: March 25, 2024  
FAC Filed: June 9, 2025  
Trial Date: Not Set

1 **~~[FURTHER REVISED PROPOSED]~~ ORDER**

2 On August 20, 2025 at 9:00 a.m. in Department 6 of the above-captioned Court located at  
3 Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Laura  
4 Abarca’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement, came  
5 on for hearing before the Honorable Elihu M. Berle. Blackstone Law, APC appeared on behalf of  
6 Plaintiff and Freeman Mathis & Gary LLP appeared on behalf of Defendant Skirball Cultural Center  
7 (“Defendant”).

8 The Court, having carefully considered the papers, argument of counsel, and all matters  
9 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff’s Motion for Preliminary  
10 Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
13 Settlement (“Original Agreement”) attached as Exhibit 3 to the Declaration of Alexandra Rose in  
14 Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement and  
15 Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (“Amendment No. 1”)   
16 attached as Exhibit 1 to the Supplemental Declaration of Alexandra Rose in Support of Plaintiff’s  
17 Motion for Preliminary Approval of Class Action and PAGA Settlement (together, the Original  
18 Agreement and Amendment No.1 are referred to as the “Settlement” or “Settlement Agreement”).  
19 This is based on the Court’s determination that the Settlement falls within the range of possible  
20 approval as fair, adequate, and reasonable.

21 2. This Order incorporates by reference the definitions in the Settlement Agreement, and  
22 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the  
23 Settlement Agreement.

24 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and  
25 reasonable. It appears to the Court that extensive investigation and research have been conducted such  
26 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It  
27 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by  
28 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of  
the case. It further appears that the Settlement has been reached as the result of intensive, serious, and

1 non-collusive, arms-length negotiations, and was entered into in good faith.

2 4. The Court preliminarily finds that the Settlement, including the allocations for the  
3 Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration  
4 Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the  
5 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could  
6 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery  
7 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement  
8 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable  
9 when balanced against the probable outcome of further litigation relating to certification, liability, and  
10 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

11 5. The Court concludes that, for settlement purposes only, the proposed Class meets the  
12 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)  
13 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;  
14 (b) common questions of law and fact predominate, and there is a well-defined community of interest  
15 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's  
16 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately  
17 protect the interests of the members of the Class; (e) a class action is superior to other available  
18 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as  
19 counsel for Plaintiff in her individual capacity and as the representative of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as  
21 follows:

22 All current and former hourly-paid and/or non-exempt employees employed  
23 directly by Defendant who worked for Defendant in the State of California at any  
24 time during the Class Period, and all current and former non-exempt temporary  
25 employees of Culinary Services of America, Inc. dba Culinary Staffing Service,  
26 Pristine Quality Compliance & Consulting, LLC, and Qwick, Inc. who worked for  
27 Defendant in the State of California at any time during the Class Period.

28 (The Class Period is defined as the period from March 30, 2020 through March 15,  
2025.)

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1           7.       The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana  
2 Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC as counsel for the Class (“Class  
3 Counsel”).

4           8.       The Court provisionally appoints Plaintiff Laura Abarca as the representative of the  
5 Class (“Class Representative”).

6           9.       The Court provisionally appoints ILYM Group, Inc. to handle the administration of the  
7 Settlement (“Settlement Administrator”).

8           10.      The Court approves the following schedule:

9           Deadline for Delivery of Class List to the 10           Settlement Administrator	September 10, 2025
11           Deadline for Mailing of Class Notice	September 24, 2025
12           Deadline to File Motion for Final Approval, 13           Attorneys’ Fees and Costs, Enhancement 14           Payment, and Settlement Administration Costs	October 24, 2025
15           Response Deadline	November 24, 2025
16           Deadline to File Responses to Notices of 17           Objection and for Settlement Administrator to 18           submit Final Report Regarding Requests for 19           Exclusion and Notices of Objection	December 12, 2025
20           Hearing on Motion for Final Approval, 21           Attorneys’ Fees and Costs, Enhancement 22           Payment, and Settlement Administration Costs	December 22, 2025 at 10:00 a.m.

23           11.      Defendant will provide the Settlement Administrator with the following information  
24 about each Class Member: full name, last known mailing address, social security number, number of  
25 Workweeks, number of PAGA Pay Periods, and such other information as is necessary for the  
26 Settlement Administrator to calculate Workweeks and PAGA Pay Periods (if applicable) (collectively  
27  
28

1 referred to as the “Class List”) in conformity with the Settlement Agreement.

2           12.     The Court approves, both as to form and content, the Notice of Class Action Settlement  
3 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members  
4 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to  
5 fully and accurately inform the Class Members of all material elements of the Settlement, of Class  
6 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of  
7 Class Members’ right to dispute the Workweeks and/or PAGA Pay Periods credited to each of them  
8 by submitting a Dispute, and of each Settlement Class Member’s right and opportunity to object to the  
9 Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court  
10 further finds that distribution of the Class Notice substantially in the manner and form set forth in the  
11 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement  
12 and this Order, meet the requirements of due process and shall constitute due and sufficient notice to  
13 all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class  
14 Notice in English and Spanish by First-Class U.S. Mail to all Class Members, pursuant to the terms  
15 set forth in the Settlement Agreement.

16           13.     The Court hereby preliminarily approves the proposed procedure, set forth in the  
17 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
18 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity  
19 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or  
20 before the Response Deadline, or, in the case of a re-mailed Class Notice, the Response Deadline shall  
21 be extended fifteen (15) calendar days from the original Response Deadline. Any such person who  
22 timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled  
23 to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any  
24 right to object, appeal, or comment thereon. Nevertheless, all PAGA Employees will be bound by the  
25 PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they submit a  
26 Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion  
27 (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment  
28 based thereon.

1           14.     A Final Approval Hearing shall be held before this Court in Department 6 of the Los  
2 Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los  
3 Angeles, California 90012, to determine all necessary matters concerning the Settlement, including:  
4 whether the proposed settlement of the action on the terms and conditions provided for in the  
5 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a  
6 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation  
7 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members  
8 and PAGA Employees; and determine whether to approve the requests for the Attorneys' Fees and  
9 Costs, Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA  
10 Amount. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'  
11 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the  
12 appropriate declarations and supporting evidence, including the Settlement Administrator's  
13 declaration to be heard at the Final Approval Hearing.

14           15.     To object to the Class Settlement, a Settlement Class Member must submit their Notice  
15 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of  
16 Objection must be signed and must contain the information that is required, as set forth in the Class  
17 Notice, including and not limited to the grounds for the objection. Settlement Class Members,  
18 individually or through counsel, may also present their objection orally at the Final Approval Hearing,  
19 regardless of whether they have submitted a Notice of Objection.

20           16.     In the event the Settlement does not become effective in accordance with the terms of  
21 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails  
22 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and  
23 the parties shall revert back to their respective positions as of before entering into the Settlement  
24 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible  
25 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

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17. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

**IT IS SO ORDERED.**

Dated: 08/29/2025



**Elihu M. Berle**

Elihu M. Berle / Judge

Honorable Elihu M. Berle  
Judge of the Superior Court

# **EXHIBIT 1**

## **NOTICE OF CLASS ACTION SETTLEMENT**

*Laura Abarca v. Skirball Cultural Center*  
Superior Court of California for the County of Los Angeles, Case No. 24STCV07567

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

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

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

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

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiff Laura Abarca ("Plaintiff") and Defendant Skirball Cultural Center ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Laura Abarca v. Skirball Cultural Center*, Los Angeles County Superior Court Case No. 24STCV07567 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees employed directly by Defendant who worked for Defendant in the State of California at any time during the Class Period, and all current and former non-exempt temporary employees of Culinary Services of America, Inc. dba Culinary Staffing Service, Pristine Quality Compliance & Consulting, LLC, and Qwick, Inc. who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from March 30, 2020 through March 15, 2025.

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

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees employed directly by Defendant who worked for Defendant in the State of California at any time during the PAGA Period, and all current and former non-exempt temporary employees of Culinary Services of America, Inc. dba Culinary Staffing Service, Pristine Quality Compliance & Consulting, LLC, and Qwick, Inc. who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from May 24, 2023 through March 15, 2025.

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

### **II. BACKGROUND OF THE ACTION**

On March 19, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On March 25, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On June 9, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during and upon termination of employment and associated waiting-time penalties, provide all accrued gratuities, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor

Code Section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

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

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Laura Abarca as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish  
Miriam L. Schimmel  
Joana Fang  
Alexandra Rose  
Jared C. Osborne  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

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

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

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is Two Million Dollars and Zero Cents (\$2,000,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$700,000.00 if the Gross Settlement Amount is \$2,000,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Action; (3) the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$75,000.00) (“LWDA Payment”) and the remaining 25% (\$25,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Seventeen Thousand Dollars and Zero Cents (\$17,000.00) to the Settlement Administrator.

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

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

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

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

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

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

According to Defendant’s records:

- **From March 30, 2020 through March 15, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From May 24, 2023 through March 15, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Pay Periods.**

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Laura Abarca v. Skirball Cultural Center*, Case No. 24STCV07567); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

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

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

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and**

**withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

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

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

#### **D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

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

“Released Class Claims” means all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Action and Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure to pay minimum and overtime wages, including the alleged failure to pay overtime at the correct rates of pay, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide all accrued gratuities, provide complaint wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350, 351, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order(s), California Business and Professions Code sections 17200, *et seq.*, and any claims for penalties (excluding PAGA penalties), interest, costs, and attorney’s fees related to these claims except as otherwise set forth herein. The Released Class Claims do not include PAGA penalties, 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.

“Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which were alleged or which could have been reasonably alleged based on the factual allegations in the PAGA Letter and Operative Complaint, arising during the PAGA Period, which shall specifically include claims for Defendant’s alleged failure to pay minimum and overtime wages, including the alleged failure to pay overtime at the correct rates of pay, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide all accrued gratuities, provide complaint wage statements, keep requisite payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 350, 351, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s), including attorney’s fees and costs related thereto.

“Released Parties” means Defendant, Culinary Services of America, Inc. dba Culinary Staffing Service, Pristine Quality Compliance & Consulting, LLC, and Qwick, Inc., and their past and present direct or indirect parents, subsidiaries, predecessors, successors, assigns, joint venturers and affiliated companies and entities, as well as their past and present owners, officers, shareholders, directors, members, managers, operators, employees that are not Class Members or PAGA Employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, reinsurers, payroll providers, joint venturers, joint employers, agents, successors, assigns, and legal representatives, and any individual or entity that could be jointly liable with Defendant.

#### **E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$700,000.00 if the Gross Settlement Amount is \$2,000,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and

Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Seventeen Thousand Dollars and Zero Cents (\$17,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

**A. Participate in the Settlement**

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

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

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

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

**B. Request Exclusion from the Class Settlement**

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

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Laura Abarca v. Skirball Cultural Center*, Case No. 24STCV07567); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class

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

### C. Object to the Class Settlement

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

The Notice of Objection must: (a) contain the case name and number of the Action (*Laura Abarca v. Skirball Cultural Center*, Case No. 24STCV07567); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

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

### V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 6 of the Los Angeles County Superior Court, located at located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/laceligibility/ui/civil.aspx?casetype=ci>

### VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other documents filed in the Action by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>

You may also visit the Settlement Administrator’s website at [redacted] for more information and documents relating to the Settlement.

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

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

# **EXHIBIT 4**

- *Gregorio Pineda, et al. v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court, Case No. 24STCV01618, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-23-610592, approved as counsel in final settlement of wage and hour class and PAGA action.
- *David Jason Quiñones, et al. v. J-M Manufacturing Company Inc. dba JM Eagle*, Los Angeles County Superior Court, Case No. 23STCV16439, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Laila Droubi, et al. v. GSF Properties, Inc.*, Kern County Superior Court, Case No. BCV-24-100950, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rowena Ray v. Sierra Central Credit Union*, Butte County Superior Court, Case No. 24CV02890, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Hamid Kondori, et al. v. Mission Imports, et al.*, Orange County Superior Court, Case No. 30-2022-01295280-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court, Case No. 23CU0355, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Manuel Hernandez v. DHC PS Holdings LLC, et al.*, Alameda County Superior Court, Case No. 24CV079333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel He, et al. v. Bay Photo Lab Inc., et al.*, Los Angeles County Superior Court,

Case No. 24STCV05682, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No. 23CV047001, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Colton Ray v. Papé Machinery, Inc., et al.*, Humboldt County Superior Court, Case No. CV2402126, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Elba Garcia v. South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04382, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Hector Cornejo v. Renovo Solutions, LLC*, Los Angeles County Superior Court, Case No. 23STCV27376, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG 1, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and

hour class and PAGA action.

- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittini Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and

hour class and PAGA action.

- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of

representative wage and hour action pursuant to PAGA

- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in

final settlement of wage and hour class and PAGA action.

- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA.

- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior

Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case

No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

# **EXHIBIT 5**

Date	Type of Expense	Description of Expense	Amount
<i>Abarca v. Skirball Cultural Center</i>			
2/6/2024	Mailing	Records Request to Skirball Cultural Center	\$8.69
2/6/2024	Mailing	Welcome Pkg	\$1.63
3/19/2024	Filing	LWDA: PAGA Notice	\$75.00
3/21/2024	Mailing	PAGA Notice to Skirball Cultural Center	\$8.69
3/25/2024	Filing	Steno: Class Action Complaint & Initiating Documents	\$2,037.20
4/2/2024	Filing	Steno: Plaintiff's Notice of Posting of Jury Fees	\$262.45
4/15/2024	Filing/Service	Steno: Personal Service/POS of Summons	\$236.95
5/22/2024	Filing	Steno: Joint ISC Statement	\$59.95
5/24/2024	Filing	Steno: Filing of PAGA Complaint & Initiating Documents	\$647.20
5/31/2024	Filing	Steno: Notice and Acknowledgment of Receipt (PAGA)	\$59.95
6/10/2024	Filing	Steno: Plaintiff's Notice of Case Management Conference (PAGA)	\$59.95
8/13/2024	Filing	Steno: Joint Stipulation to Continue Status Conference	\$140.95
8/16/2024	Other	Case Anywhere	\$119.19
8/28/2024	Filing	Steno: Notice of Continued Status Conference (PAGA)	\$59.95
11/15/2024	Other	Case Anywhere	\$153.00
12/9/2024	Mediation	Signature Resolution	\$10,495.00
2/4/2025	Filing	Steno: Joint Status Conference Report	\$59.95
1/24/2025	Other	Berger Consulting Group	\$12,870.00
2/25/2025	Other	Case Anywhere	\$147.00
3/4/2025	Filing	Steno: Notice of Ruling at Status Conference	\$59.95
3/13/2025	Other	Case Anywhere	\$55.00
4/18/2025	Other	Case Anywhere	\$55.00
5/2/2025	Other	Case Anywhere	\$49.00
1/12/2025	Other	Case Anywhere	\$49.00
5/12/2025	Filing	Steno: Joint Status Conference Report	\$59.95
5/22/2025	Filing	Steno: Notice of MPA Deadlines	\$59.95
6/4/2025	Filing	Steno: Joint Stipulation to Amend Complaint (Rejected)	\$59.95
6/6/2025	Filing	Steno: Joint Stipulation to Amend Complaint	\$86.95
6/9/2025	Filing	Steno: First Amended Class Action and Representative Action Complaint	\$59.95
6/13/2025	Filing	Steno: Motion for Preliminary Approval and Supporting Documents ("MPA")	\$140.95
6/18/2025	Other	Case Anywhere	\$61.00
7/15/2025	Other	Case Anywhere	\$103.00
8/11/2025	Filing	Steno: Supplemental Declaration of AR ISO MPA	\$59.95
8/12/2025	Filing	Steno: Notice of Ruling at Hearing on MPA	\$59.95
8/23/2025	Other	Case Anywhere	\$49.00
8/27/2025	Filing	Steno: Notice of Minute Order	\$59.95
9/2/2025	Filing	Steno: Notice of Entry of Judgment or Order (MPA)	\$59.95
9/21/2025	Other	Case Anywhere	\$91.00
10/24/2025	Other	Case Anywhere	\$55.00
10/31/2025	Filing	Steno: Joint Stipulation to Continue Hearing on Motion for Final Approval and Related Dates	\$86.95
11/30/2025	Other	Case Anywhere	\$55.00
12/18/2025	Filing	Steno: Joint Stipulation	\$86.95
1/27/2026	Other	Case Anywhere	\$55.00
2/27/2026	Other	Case Anywhere	\$49.00
3/27/2026	Other	Case Anywhere	\$49.00
4/20/2026	Filing	Steno: Joint Stipulation to Continue Administration and MFA Deadlines	\$126.95
4/22/2026	Filing	Steno: Joint Stipulation to Continue Administration and MFA Deadlines	\$86.95
4/23/2026	Other	Case Anywhere	\$55.00
5/22/2026	Other	Case Anywhere	\$55.00
	Filing	Estimated Cost - Steno: Motion for Final Approval ("MFA")	\$140.95
	Filing	Estimated Cost - Steno: Notice of Entry of Judgment or Order (MFA)	\$59.95
	Filing	Estimated Cost - Steno: Administrator's Declaration re Disbursement	\$59.95
<b>TOTAL:</b>			<b>\$29,754.80</b>