

FILED
Superior Court of California
County of Los Angeles

11/25/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lindsey Deputy

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6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

7 **COUNTY OF LOS ANGELES**

9 ANGEL RIVERA, individually and on behalf of
10 all others similarly situated,

11 Plaintiff,

12 v.

13 MEKANISM, INC., a domestic corporation; and
14 DOES 1 through 50, inclusive,

15 Defendants.

Case No.: 23STCV05698
The Hon. Laura A. Seigle, Dept 17

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: November 13, 2024
Time: 9:00 AM
Dept.: SS-17

Complaint Filed: March 15, 2023

1 The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Settlement”
2 or “Settlement Agreement”) came before this Court on November 13, 2024. The Court, having
3 considered the papers submitted in support of the motion of the parties, **HEREBY ORDERS THE**
4 **FOLLOWING:**

5 1. The Court grants preliminary approval of the Settlement Agreement and the
6 Settlement Class based upon the terms set forth in the Settlement Agreement filed herewith. The
7 Settlement Agreement is fair, adequate, and reasonable to the Class. The Court finds that: (a) the
8 Settlement Agreement resulted from extensive arm’s length negotiations; and (b) the Settlement
9 Agreement is sufficient to warrant notice of the Settlement to persons in the Settlement Class
10 and a full hearing on the final approval of the Settlement.

11 2. “Settlement Class Member” means a member of the 203 Regular Rate Class, 203
12 Waiting Time Class, or Wage Only Class, as either a Participating Class Member or Non-
13 Participating Class Member (including a Non-Participating Class Member who qualifies as an
14 Aggrieved Employee).

15 3. “Aggrieved Employee” means non-exempt background actors and models who
16 worked for Defendant, were paid a flat daily rate, and worked more than six hours without a
17 recorded meal period and/or worked more than 8 hours in one day in the PAGA Period, and all
18 performers who worked for Defendant and their first wage payment for a day worked in the PAGA
19 Period was issued after the scheduled pay day.

20 4. The Settlement falls within the range of reasonableness and appears to be
21 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
22 and final approval by this Court.

23 5. The Court makes the following preliminary findings for settlement purposes
24 only:

- 25 A. The Settlement Class, which consists of approximately 327 persons, is so
numerous that joinder of all members is impracticable;
- 26 B. There appear to be questions of law or fact common to the Settlement
27 Class for purposes of determining whether this Settlement should be
approved;
- 28 C. Plaintiff’s claims appear to be typical of the claims being resolved through

the proposed settlement;

D. Plaintiff appears to be capable of fairly and adequately protecting the interests of the Settlement Class Members in connection with the proposed settlement;

E. Common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

F. Certification of the Settlement Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

6. The Court approves, as to form and content, the Notice to Class Members in substantially the form attached to the Settlement Agreement as Exhibit A (Class Notice).

7. The Court approves the procedure for Class Members to object to the Settlement as set forth in the Settlement Agreement and Class Notice.

8. The Court approves the procedure for Class Members to become Participating Class Members as set forth in the Class Notice.

9. The Court directs the mailing of the Class Notice by first class mail to the Class Members in accordance with the Implementation Schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

10. The Court confirms Frank H. Kim of Kim Legal, APC as Class Counsel.

11. The Court confirms Angel Rivera as the Named Plaintiff.

12. The Court approves ILYM Group, Inc. as the Settlement Administrator.

13. The Court orders that pursuant to the California Private Attorneys General Act, Labor Code §§ 2698, *et seq.* (“PAGA”), statutory notice of this Settlement has been and will continue to be given to the Labor & Workforce Development Agency.

14. The Court orders the following Implementation Schedule for further proceedings:

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a.	Preliminary Approval	November 13, 2024
b.	Deadline for Defendant to Provide Class Data to Settlement Administrator	21 calendar days from Preliminary Approval
c.	Mail Notice to Class Members	21 calendar days from Settlement Administrator's receipt of Class Data
d.	Deadline for Class Members to Postmark Any Request for Exclusion	45 calendar days from mailing of Notice Packet (judged by postmark date)
e.	Deadline for Class Members to Postmark Any Objection	45 calendar days from mailing of Notice Packet (judged by postmark date)
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	To be determined by the Court
h.	Final Approval Hearing	To be determined by the Court

15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

16. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement are hereby stayed.

1 17. The Court expressly reserves the right to adjourn or continue the Final Fairness
2 Hearing from time to time without further notice to members of the Settlement Class.

3
4 DATED: 11/25/2024



Laura Seigle

JUDGE OF THE SUPERIOR COURT

Laura A. Seigle / Judge