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13 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**

15 JEROME DIVINITY, PAUL SCHWANKE,
16 RYAN BASAKER, MICHAEL GRAHAM,
17 individually and on behalf of all others similarly
18 situated,

19 Plaintiffs,

20 v.

21 PACIFIC 2.1 ENTERTAINMENT GROUP,
22 INC., a California Corporation; MINIM
23 PRODUCTIONS, INC., and ABC
24 SIGNATURE STUDIOS, INC,

25 Defendants.

Case No. 20STCV32700
Assigned to Hon. Elihu M. Berle, Dept. 6

~~REVISED [PROPOSED]~~ ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Complaint Filed: August 27, 2020

FILED
Superior Court of California
County of Los Angeles
03/29/2023

David W. Slayton, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

1
2 **WHEREAS**, the Court has before it the unopposed motion by Plaintiff Jerome Divinity
3 (“Plaintiff”) for preliminary approval of a proposed class-action settlement of this consolidated case,
4 which includes three other cases pending in the Los Angeles Superior Court: Schwanke v. Minim
5 Productions, Inc., Case No. 20STCV40597, Basaker v. Minim Productions, Inc., Case No.
6 21STCV41363 and Graham v. ABC Signature Studios, Inc., Case No. 22STCV00192.

7 **WHEREAS**, Plaintiff made an application for an order preliminarily approving the settlement of
8 this action, in accordance with the Class Action Settlement (“Settlement”) that set forth the terms and
9 conditions for a proposed settlement of the litigation upon the terms and conditions set forth therein;

10 **WHEREAS**, the Court has read and considered the Motion for Preliminary Approval and
11 supporting Declarations of Alan Harris, Jerome Divinity, Paul Schwanke, Ryan Basaker, and Michael
12 Graham; and

13 **WHEREAS**, all defined terms contained herein have the same meanings as those set forth in the
14 Settlement;

15 **IT IS HEREBY ORDERED:**

- 16 1. The Court hereby preliminarily approves the Settlement as being within the range of
17 possible approval and as disclosing no grounds to doubts as to its fairness.
- 18 2. The Settlement has been negotiated at arm’s-length and is preliminarily determined to be
19 fair, reasonable and adequate, pending final hearing and approval.
- 20 3. Solely for purposes of the proposed Settlement, a Class is hereby provisionally certified
21 pursuant to section 382 of the California Code of Civil Procedure as follows: all persons
22 employed by one or more of the Defendants, Pacific 2.1 Entertainment Group, Inc., Minim
23 Productions, Inc., and ABC Signature Studios, Inc., in California in a non-exempt position who
24 worked for Defendants during the Class Period. The “Class Period” means the period for
25 identifying Class Members only, and not for defining the periods of the releases applicable to the
26 Released Class Claims, which starts from (1) August 27, 2016 for any Class Member formerly or
27 currently employed by Pacific 2.1 Entertainment Group, Inc., (2) October 22, 2016 any Class
28 Member formerly or currently employed by Minim Productions, Inc., and (3) January 3, 2018 for

any Class Member formerly or currently employed by ABC Signature Studios, Inc., and continuing through the earlier of the date of preliminary court approval of this Settlement (as defined below), or the date on which the number of Class Members exceeds 21,500. The Class Period for any Class Member employed by more than one of the Defendants shall commence based on the earliest of the preceding dates that applies to the Class Member

4. Excluded from the Settlement Class are all persons who properly and timely submit a request for exclusion.

5. Solely for purposes of the proposed settlement, the Court does hereby preliminarily approve (a) Alan Harris, David Garrett and Min Ji Gal of Harris & Ruble as Class Counsel; and (b) Jerome Divinity, Paul Schwanke, Ryan Basaker, and Michael Graham as the Class Representatives.

6. The deadline for mailing the proposed Notice to class members is **April 14, 2023**. The Class Notice is attached to this Order as Exhibit 1.

7. The deadline for Class Counsel to file a Motion for Final Approval of Settlement and Motion for Attorney's Fees and Costs is **May 15, 2023**.

8. The deadline for the postmark for any Opt-outs, Objections or workweek disputes is within 60 days of the mailing of the Class Notice, **June 14, 2023**. The deadline to request exclusion from the settlement is **June 14, 2023**.

9. The deadline for the administrator to file a declaration regarding the outcome of the mailing of the Class Notice is **July 3, 2023**.

10. On **July 14, 2023**, at 9:00 a.m. or on such other date and time as the Court may hereafter designate, a final fairness hearing shall be held before this Court, in Department SS6 or in such other Department as the Court may hereafter designate, to determine (a) whether the proposed resolution of the litigation on the terms and conditions provided for in the Settlement is fair, reasonable, and adequate and (b) the amount of attorney's fees and costs that should be awarded to Class Counsel and the amount of an incentive payment that should be awarded to the Class Representative.

11. CPT Group, Inc. is appointed as the third-party claims administrator.

12. The Settlement Administrator shall supervise and administer the notice procedure as more fully set forth in the Settlement.

13. All Settlement Class Members who do not exclude themselves from the Settlement shall be bound by all determinations and judgments in the litigation concerning the Settlement, whether or not favorable to the Settlement Class. Any Settlement Class Member who wishes to be excluded from the Settlement Class and not participate in the proposed Settlement must submit a request for exclusion as more fully set forth in the Agreement.

14. The Court reserves the right to adjourn the date of the final-approval hearing without further notice to the Settlement Class Members, and the Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

DATED: HGJCH



Elihu M. Berle

The Honorable Elihu M. Berle
Los Angeles Superior Court Judge
Elihu M. Berle / Judge

Exhibit 1

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

Jerome Divinity, et al. v. Pacific 2.1 Entertainment Group, Inc, et al.
(Los Angeles Superior Court Case No. 20STCV32700)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against defendants Pacific 2.1 Entertainment Group, Inc., Minim Productions, Inc., and ABC Signature Studios, Inc. (“Defendants”) for alleged wage and hour violations as well as claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). The Action consolidates four separate actions was initially filed by former employees of Defendants, Jerome Divinity, Paul Schwanke, Ryan Basaker, and Michael Graham (collectively, “Plaintiffs”).

The Action seeks payment for alleged wage and hour violations that occurred during the “Class Period,” which means the period for identifying Class Members only, and not for defining the periods of the releases applicable to the Released Class Claims, which starts from (1) August 27, 2016 for any Class Member formerly or currently employed by Pacific 2.1, (2) October 22, 2016 any Class Member formerly or currently employed by Minim, and (3) January 3, 2018 for any Class Member formerly or currently employed by ABC Signature, and continuing through the earlier of the date of preliminary court approval of this Settlement (as defined below), or the date on which the number of Class Members exceeds 21,500.

“Class” means all persons employed by one or more of the Defendants in California in a non-exempt position who worked for Defendants during the Class Period.

The Action also seeks penalties on behalf of Aggrieved Employees for alleged wage and hour violations that occurred during the “PAGA Period,” which means the period for identifying Aggrieved Employees only, and not for defining the period of the releases applicable to the Released PAGA Claims, which the period starts from (1) August 27, 2019 for any Aggrieved Employees formerly or currently employed by Pacific 2.1, (2) October 22, 2019 for any Aggrieved Employees formerly or currently employed by Minim, and (3) January 3, 2021 for any Aggrieved Employees formerly or currently employed by ABC Signature and continuing through the earlier of the date of preliminary court approval of this Settlement (as defined below), or the date on which the number of Class Members across all three Class Periods exceeds 21,500. The PAGA Period for any Aggrieved Employee employed by one or more of the Defendants shall commence based on the earliest of the preceding dates that applies to the Aggrieved Employee.

Plaintiffs and Defendants have reached a proposed settlement under which you may be entitled to receive money. The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants' records you worked a total of ____ class pay periods and PAGA pay periods with one or more of Defendants, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.**

The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you are a Class Member or an Aggrieved Employee as defined above, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, you will receive an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
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<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is <u>June 14, 2023</u></p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the PAGA claims listed in Section 10 of this Notice.</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by <u>June 14, 2023</u></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on <u>July 14, 2023 at 9:00 a.m.</u> You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of your Payment</p> <p>Written Challenges Must be Submitted by <u>June 14, 2023</u></p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Pay Periods you worked during the Class Period. The number of Class Pay Periods and/or PAGA Pay Periods you worked according to Defendants' records is stated above. If you disagree with either of this number, you must challenge it by <u>June 14, 2023</u>.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees who worked on Defendants' productions. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims,

Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Alan Harris, David Garrett and Min Ji Gal of Harris & Ruble (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator Lynn Frank, in an effort to resolve the Action by negotiating an end to the case by agreement (settlement of the case) rather than continuing the expensive and time-consuming process of litigation. The Parties subsequently settled the matter after the mediation. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants Will Pay \$2,250,000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and a payment to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

- A. Up to \$ 750,000 (33-1/3% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$5,000 each to Jerome Divinity, Paul Schwanke, Ryan Basaker, and Michael Graham as a Class Representative Award for filing their lawsuits, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$88,750 to the Administrator for services administering the Settlement.
- D. Up to \$40,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement"). Participating Class Members will receive their pro rata share of the Net Settlement Amount calculated according to the number of Class Pay Periods worked by the Class Member during the applicable Class Period as compared to the total number of Class Pay Periods worked by all Class Members, provided, however, that no participating Class Member receives a payment of less than \$10.00.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Participating Class Member's payment of his/her/their pro rata share of the Net Settlement Amount to settlement of wage claims (the "Wage Portion"), and 80% of each Participating Class Member's payment of his/her/their pro rata share of the Net Settlement Amount to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Defendants will separately pay the employer payroll taxes owed on the Wage Portions. The Non-Wage Portions are not subject to tax withholdings. The Individual PAGA Payments also are for settlement of claims for penalties. The Administrator will report the Non-Wage Portions of the Individual Class Payments and the Individual PAGA Payments on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and/or Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, the monies will no longer be available to you.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed), that you wish to opt-out. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth the Class Member's name, present address, telephone number, and a simple statement of a desire to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) will still receive an Individual PAGA Payment and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

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

8. Administrator. The Court has appointed a neutral company, CPT Group Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Class Pay Periods and PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, or be part of another lawsuit against Defendants or their related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members, including those who also are Aggrieved Employees, will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including claims for (i) failure to pay wages, including unpaid minimum wages

and overtime premium pay; (ii) failure to correctly calculate the regular rate for overtime pay and/or payments for non-complaint meal and/or rest periods; (iii) failure to provide meal and/or rest periods in accordance with applicable law, including payments for meal and/or rest periods; (iv) unreimbursed business expenses; (v) failure to timely pay wages, both during employment and upon termination of employment; (vi) failure to provide accurate itemized wage statements; and (vii) all civil and statutory penalties, including PAGA penalties, arising during the period from August 27, 2016 through seven days prior to final approval (“Class Release Period”). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Release Period.

10. PAGA Release by Non-Participating Class Members Who Are Aggrieved Employees. After the Court’s judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Non-Participating Class Members who are Aggrieved Employees will be barred from asserting PAGA claims against Defendants, despite excluding themselves from the Settlement. This means that all Aggrieved Employees, who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including PAGA penalties for (i) failure to pay wages, including unpaid minimum wages and overtime premium pay; (ii) failure to correctly calculate the regular rate for overtime pay and/or payments for non-complaint meal and/or rest periods; (iii) failure to provide meal and/or rest periods in accordance with applicable law, including payments for meal and/or rest periods; (iv) unreimbursed business expenses; (v) failure to timely pay wages, both during employment and upon termination of employment; and (vi) failure to provide accurate itemized wage statements arising during the period from August 27, 2019 through seven days prior to final approval (“PAGA Release Period”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- (1) Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: All Participating Class Members will receive a minimum payment equal to \$10.00. The remaining Net Settlement Amount will be distributed pro rata according to the number of Class Pay Periods worked by the Class Member during the applicable

Class Period as compared to the total number of Class Pay Periods worked by all Class Members.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments as follows: All Class Members who are Aggrieved Employees will receive their pro rata share of 25% of the PAGA Penalties payment.
3. Challenges to Number of Class Pay Periods and PAGA Pay Periods. You have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Pay Periods and PAGA Pay Periods attributed to you. You may challenge the determination and/or calculation by communicating with the Administrator via email or mail. You cannot appeal or otherwise challenge the Administrator's decision.

5. HOW WILL I GET PAID?

- (1) Participating Class Members. The Administrator will send payments by U.S. mail to every Participating Class Member (*i.e.*, every Class Member who doesn't opt-out), including those who also qualify as Aggrieved Employees. The Non-Wage Portion of the Individual Class Payment and the Individual PAGA Payment will be combined and paid in a single check.
- (2) Non-Participating Class Members. The Administrator will send by U.S. mail a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Jerome Divinity v. Pacific 2.1 Entertainment Group, Inc., a Delaware Corporation, et al.*, Los Angeles Superior Court Case No. 20STCV32700, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by June 14, 2023, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. On May 15, 2023, 60 days before the Final Approval Hearing on July 14, 2023 at 9:00 a.m., Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, adequate and

reasonable, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [url](#) or the Court's website <https://www.lacourt.org/documentimages/civilimages/publicmain.aspx>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is June 14, 2023.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Jerome Divinity v. Pacific 2.1 Entertainment Group, Inc., a Delaware Corporation, et al.*, Los Angeles Superior Court Case No. 20STCV32700 and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on July 14, 2023 at 9:00 a.m. in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [url](#) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. You can read the Agreement, the Judgment or any other Settlement documents by going to the Administrator's Website [url](#). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to

(<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 20STCV32700. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Name of Attorney: Alan Harris; David Garrett; Min Ji Gal

Email Address: harrisa@harrisandruble.com; dgarrett@HarrisandRuble.com
mgal@HarrisandRuble.com

Name of Firm: HARRIS & RUBLE

Mailing Address: 655 North Central Avenue, 17th Floor, Glendale, CA 91203

Telephone: (323) 962-3777

Settlement Administrator:

Name of Company: CPT Group Inc.

Email Address: TBD

Mailing Address: 50 Corporate Park, Irvine, CA 92606

Telephone: TBD

Fax Number: 949-419-3446

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

1 **PROOF OF SERVICE**

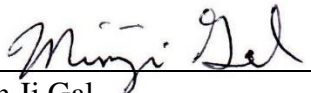
2 I am an attorney for the plaintiff herein, over the age of eighteen years, and not a party to the within
3 action. My business address is Harris & Ruble, 655 N. Central Ave., 17th Floor, Glendale CA, 91203.
4 On March 14, 2023, I served the within documents:

5 **REVISED [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY
6 APPROVAL OF CLASS-ACTION SETTLEMENT**

7 Electronic Service: I caused the above-entitled document(s) to be served through Case Anywhere
8 addressed to all parties appearing on the electronic service list for the above-entitled case and on the
9 interested parties in this case:

10 Stephen L. Berry (SBN 101576)
11 Blake Bertagna (SBN 273069)
12 **PAUL HASTINGS LLP**
13 695 Town Center Dr. 17th Fl.
14 Costa Mesa, CA 92626
15 Tel: (714) 668-6200
16 Fax: (714) 668-6346

17 I declare under penalty of perjury that the above is true and correct. Executed on March 14, 2023, at
18 Los Angeles, California.

19 
20 _____
21 Min Ji Gal