

Katherine E. Clarke, Esq. (SBN 317197)
Michael N. Garcia, Esq. (SBN 348204)
Akylah M. Cooper, Esq. (SBN 332242)
DUNN DESANTIS WALT & KENDRICK, LLP
750 B Street, Suite 2620
San Diego, CA 92101
Telephone: (619) 573-4488
Facsimile: (619) 255-4868
KClarke@ddwklaw.com
MGarcia@ddwklaw.com
ACooper@ddwklaw.com

Attorneys for Defendants
MVN PRODUCTIONS, LLC;
MVN ENTERPRISES, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

EVELYN ARMIDA SCHOTCH, an
individual and on behalf of all similarly
situated individuals,

Plaintiff,

vs.

MVN PRODUCTIONS, LLC, a California
company; MVN ENTERPRISES, LLC, a
California company; and DOES 1 through
100, inclusive,

Defendants.

CASE NO. 25STCV18848

**DECLARATION OF MICHAEL
N. GARCIA**

Dept: 7
Judge: Hon. Samantha Jessner

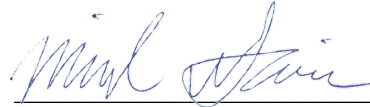
Action Filed: 6/26/2025
Trial Date: Not Set

1 I, Michael N. Garcia, declare:

2 1. I am an attorney with the law firm Dunn DeSantis Walt & Kendrick, LLP, counsel of record
3 for Defendants MVN PRODUCTIONS, LLC, MVN ENTERPRISES, LLC ("MVN") in the above-
4 captioned litigation. I have reviewed the file for this matter and have personal knowledge of the
5 facts stated herein. As such, I am familiar with the file in this matter and, if called as a witness, I
6 could and would testify to the following facts of my own personal knowledge.

7 2. The Parties met and conferred regarding payment terms of the Parties' Class and PAGA
8 Settlement Agreement ("Settlement Agreement"), and have executed an Amendment to the
9 Settlement Agreement. A true and correct copy of the executed Amendment to the Settlement
10 Agreement is attached here as **Exhibit 1**.

11
12 I declare under penalty of perjury of the laws of the State of California that the foregoing is
13 true and correct and this declaration was executed on the 31st day of August, 2026, at San Diego,
14 California.

15 

16 Michael N. Garcia
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

AMENDMENT OF SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Amendment to the Class Action and PAGA Settlement Agreement (“Amendment”) is effective as of August 28, 2026 (the “Effective Date”), by and between Plaintiff EVELYN ARMIDA SCHOTCH (“Plaintiff”), and defendants MVN Productions, LLC and MVN Enterprises, LLC (“Defendants”). (Plaintiff and Defendants are hereinafter referred to individually as a “Party,” or collectively as the “Parties.”)

RECITALS

This Amendment is made with reference to the following facts:

A. **WHEREAS**, the Parties’ Settlement Agreement (“Agreement”) executed by Plaintiff and Defendant on or about April 27 and 29, 2026, respectively, provides for a complete release of Plaintiff’s claims against Defendant in exchange for the Settlement Sum.

B. **WHEREAS**, the parties have met and conferred regarding the deadline for the funding of the Gross Settlement Amount.

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties acknowledge and agree as follows:

Paragraph 4.3 of the Settlement Agreement is modified and replaced in its entity as follows:

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount in two equal payments. The first payment will be made within thirty (30) days of the Court’s Final Approval of the Gross Settlement Amount. The second payment will be made on or before January 30, 2027.

All remaining provisions of the Settlement Agreement shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties intending to be legally bound, have caused this Amendment to be executed as follows:



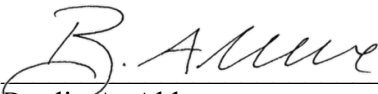
Evelyn Schotch (Aug 31, 2026 13:05:02 PDT)

Plaintiff, Evelyn Armida Schotch

For Defendant, MVN Productions, LLC

For Defendant, MVN Enterprises, LLC

AGREED AS TO FORM ONLY:



Bardia A. Akhavan
Counsel for Plaintiff

Katherine E. Clarke
Counsel for Defendants

IN WITNESS WHEREOF, each of the Parties intending to be legally bound, have caused this Amendment to be executed as follows:

_____	DocuSigned by:  36CBDF45064D48F... _____
-------	--

Plaintiff, Evelyn Armida Schotch

For Defendant, MVN Productions, LLC

	DocuSigned by:  36CBDF45064D48F... _____
--	--

For Defendant, MVN Enterprises, LLC

AGREED AS TO FORM ONLY:

_____	 _____ Katherine E. Clarke Counsel for Defendants
Bardia A. Akhavan Counsel for Plaintiff	

1 *Schotch v. MVN Productions LLC, et al.*
2 LASC Case No. 25STCV18848

3 **PROOF OF SERVICE**

4 I, Graciela Arciga, declare that I am, and was at the time of service of the papers herein
5 referred to, over the age of eighteen years, and not a party to this action; and I am employed in the
6 County of San Diego, California. My business address is 750 B Street, Suite 2620, San Diego,
7 California 92101, Telephone No. (619) 573-4488 and my email address is garciga@ddwklaw.com.

8 On August 31, 2026, I caused to be served the following document(s):

9 **1. DECLARATION OF MICHAEL N. GARCIA**

10 XX **BY ELECTRONIC TRANSMISSION (E-MAIL):** I caused the above-referenced
11 document(s) to be sent to the person(s) at the e-mail address as set forth on the Service List.
12 I did not receive, within a reasonable time after the transmission, any electronic message or
13 other indication that the transmission was unsuccessful.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing
15 is true and correct.

16 Dated: August 31, 2026


Graciela Arciga

17 **SERVICE LIST**

18 BARDIA AARON AKHAVAN, ESQ. 19 NAHAL BARAHMAND, ESQ. AKHAVAN & ASSOCIATES 20 15760 Ventura Boulevard, Suite 1720 Encino, California 91436 21 Phone: (855) 463-4733 Bardia@baalaw.com Nahal@baalaw.com	Attorneys for Plaintiff, EVELYN ARMIDA SCHOTCH and on behalf of all others similarly situated
---	---