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FILED
Superior Court of California
County of Los Angeles

09/02/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

5 Attorneys for Plaintiff EVELYN ARMIDA SCHOTCH
6 and on behalf of all others similarly situated

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**

10 EVELYN ARMIDA SCHOTCH, an individual
11 and on behalf of all others similarly situated,

12 Plaintiff,

13 v.

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15 MVN PRODUCTIONS, LLC, a California
16 company; MVN ENTERPRISES, LLC, a
California company; and DOES 1 through
17 100, inclusive,

18 Defendants.
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CASE NO.: 25STCV18848

*[Assigned for all purposes to the
Hon. Samantha Jessner, Dept. 7]*

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE
ACTION SETTLEMENT**

HEARING INFORMATION:

DATE: August 27, 2026

TIME: 10:00 am

DEPT: 7

1 This Court, having considered the Motion of Plaintiff Evelyn Armida Schotch (“Plaintiff”)
2 for Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Bardia A. Akhavan, Evelyn Armida Schotch, and Michael Sutherland of APEX Class Action
5 LLC, the Class and PAGA Action Settlement Agreement (“Settlement,” “Agreement” or
6 “Settlement Agreement”), the proposed Notice of Proposed Class Action Settlement and Date for
7 Final Approval Hearing (“Class Notice”), and other documents submitted in support of the Motion
8 for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
12 Class Members,” “Class Members”) for the purpose of settlement only: all individuals employed by
13 Defendant as non-exempt, hourly paid employees in the State of California at any time between
14 June 26, 2021 through May 24, 2026. (“Class Period”).

15 3. The Court preliminarily appoints the named plaintiff Evelyn Armida Schotch
16 (“Plaintiff”) as Class Representative, and Akhavan & Associates as Class Counsel.

17 4. The Court preliminarily approves the proposed class settlement upon the terms and
18 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
19 settlement appears to be within the range of reasonableness of settlement that could ultimately be
20 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
21 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
22 probable outcome of further litigation relating to liability and damages issues. It further appears that
23 extensive and costly investigation and research has been conducted such that counsel for the parties
24 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
25 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
26 delay and risks that would be presented by the further prosecution of the Action. It further appears
27 that the settlement has been reached as the result of intensive, non-collusive and arms-length
28 negotiations utilizing an experienced third-party neutral.

1 5. The Court approves, as to form and content, the Class Notice that has been submitted
2 herewith.

3 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
4 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
5 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
6 with the requirements of law and appears to be the best notice practicable under the circumstances.

7 7. The Court hereby preliminarily approves the definition and disposition of the Gross
8 Settlement Amount of \$455,000.00, which is inclusive of: attorneys' fees of up to 33.33% of the
9 Gross Settlement Amount, and a Class Counsel Litigation Expenses Payment of not more than
10 \$25,000.00; service award of up to \$7,500.00 to Plaintiff; costs of settlement administration of no
11 more than \$4,490.00; and Private Attorneys General Act of 2004 ("PAGA") penalties in the amount
12 of \$60,000.00, of which \$39,000 (65%) will be paid to the Labor and Workforce Development
13 Agency ("LWDA") and \$21,000.00 (35%) to "Aggrieved Employees," defined as all persons
14 employed by Defendants in California and classified as a non-exempt, hourly-paid employee who
15 worked for Defendants during the period between February 6, 2024 through May 24, 2026 ("PAGA
16 Period").

17 8. The Gross Settlement Amount expressly excludes Employer's Share of Payroll
18 Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross
19 Settlement Amount.

20 9. Class Member's "Workweek" shall mean any week during which a Class Member or
21 an Aggrieved Employee worked for Defendant, for at least one day in a non-exempt, hourly-paid
22 position during the Class Period in California, based on hire dates, re-hire dates (as applicable) and
23 termination dates (as applicable).

24 10. Defendant represents that there were 247 Class Members and 16,749 Total
25 Workweeks between June 26, 2021 through May 24, 2026. Should the total number of workweeks
26 worked by Settlement Class Members exceed 16,749 by more than 10%, (i.e., if there are 18,423 or
27 more workweeks), then Defendant will have the option to (a) pay an additional amount on a pro rata
28 basis for any workweeks over 10% (i.e., if 11% over, then Defendant would pay an additional 1%)

1 or (b) end the Release Period as of the date that the workweeks reached the 10% threshold such that
2 this provision is not triggered. The workweek value shall be calculated by dividing the originally
3 agreed-upon Settlement Amount of \$455,000.00 by 16,749, which amounts to a Pay Period Value
4 of \$27.16. Thus, for example, should there be 19,000 Workweeks during the Class Period, then the
5 Gross Settlement Amount shall be increased by \$15,671.31 ((19,000 Workweeks – 18,423
6 Workweeks) x \$27.16 per Workweek).

7 11. The Court deems APEX Class Action Administration (“APEX” or “Settlement
8 Administrator”), the settlement administrator, and preliminarily approves payment of administrative
9 costs, not to exceed \$6,250.00 out of the Gross Settlement Amount for services to be rendered by
10 APEX on behalf of the class.

11 12. Not later than fifteen (15) days after the Court grants Preliminary Approval of the
12 Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft
13 Excel spreadsheet. “Class Data” means Class Member’s identifying information in Defendant’s
14 possession including the Class Member’s name, last-known mailing address, Social Security
15 number, and dates of employment (i.e. hire dates, termination dates (as applicable) and re-hire dates
16 (as applicable)).

17 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
18 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
19 and restrict access to the Class Data to Administrator’s employees who need access to the Class
20 Data to effect and perform under this Agreement.

21 14. Before mailing Class Notices, the Administrator shall update Class Members’ addresses
22 using the National Change of Address database.

23 15. Using best efforts to perform as soon as possible, and in no event later than fourteen
24 (14) days after receiving the Class Data, the Administrator will send to all Class Members identified
25 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with
26 Spanish translation, substantially in the form attached to this Agreement as Exhibit “A.”

27 16. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
28

1 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
2 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
3 Settlement. Class Members to whom Notice Packets are resent after having been returned
4 undeliverable to the Administrator shall have an additional fifteen (15) calendar days beyond the
5 Response Deadline has expired.

6 17. Before the date by which Plaintiff is required to file the Motion for Final Approval
7 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed
8 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
9 obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class
10 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
11 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
12 number of written objections and attach the Exclusion List.

13 18. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
14 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
15 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
16 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
17 representative that reasonably communicates the Class Member's election to be excluded from the
18 Settlement and includes the Class Member's name, address, and email address or telephone number.
19 To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

20 19. Every Class Member who does not submit a timely and valid Request for Exclusion
21 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
22 bound by all terms and conditions of the Settlement, including the Participating Class Members'
23 Releases under the Agreement, regardless of whether the Participating Class Member actually
24 receives the Class Notice or objects to the Settlement.

25 20. Only Participating Class Members may object to the class action components of the
26 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
27 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
28 and/or Class Representative Service Payment. Participating Class Members may send written

1 objections to the Administrator by mail. In the alternative, Participating Class Members may appear
2 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
3 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
4 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an
5 additional 15 days for Class Members whose Class Notice was re-mailed).

6 21. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
7 Request for Exclusion will control, and the Objection will be disregarded.

8 22. Each Class Member shall have 45 days after the Administrator mails the Class Notice
9 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
10 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
11 Class Notice. The Class Member may challenge the allocation by communicating with the
12 Administrator via mail.

13 23. Defendants shall fully fund the Gross Settlement Amount in two equal payments.
14 The first payment will be made within thirty (30) days of the Court's Final Approval of the Gross
15 Settlement Amount. The second payment will be made on or before December 31, 2026.

16 24. Payments from the Gross Settlement Amount. Within seven (7) days after Defendant
17 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
18 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
19 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
20 Payment and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
21 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
22 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
23 Payments.

24 25. For any Class Member whose Individual Class Payment check or Individual PAGA
25 Payment check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing)
26 the Administrator shall transmit the funds represented by such checks to the California Controller's
27 Unclaimed Property Fund.
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1 26. All papers filed in support of final approval, including supporting documents for
2 attorneys' fees and costs, shall be filed ~~by~~ per code _____.

3 27. A Final Approval Hearing shall be held with the Court on November 4, 2026
4 at 10 : 00 a.m. in Department 7 of the above-entitled Court to determine: (1) whether the proposed
5 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
6 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award
7 to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the
8 amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

9
10 **IT IS SO ORDERED.**

11 09/02/2026
12 Dated: _____



A handwritten signature in black ink, appearing to read "S. Jessner", is written over the seal.

Samantha Jessner / Judge

Judge of the Superior Court