

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Juan Manuel Munoz
4 (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and
5 on behalf of the State of California with respect to aggrieved employees, and Defendant MGA
6 Entertainment, Inc. (“Defendant”) (together, Plaintiff and Defendant are referred to as “Parties” and
7 individually as “Party”).

8 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
9 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),
10 and Defendant, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On March 22, 2023, Plaintiff provided written notice to the Labor and Workforce
13 Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail,
14 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
15 Code alleged to have been violated by Defendant (“PAGA Letter”). Also on March 22, 2023, Plaintiff
16 filed a Class Action Complaint for Damages in the action entitled *Juan Manuel Munoz v. MGA*
17 *Entertainment, Inc.*, Los Angeles County Superior Court Case No. 23STCV06386 (“Action”), thereby
18 commencing a putative class action against Defendant. On October 4, 2024, Plaintiff filed a First
19 Amended Class and Representative Action Complaint (“Operative Complaint”) against Defendant in
20 the Action, which, *inter alia*, added a cause of action under the Private Attorneys General Act of 2004
21 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”). The Operative Complaint alleges
22 nine (9) causes of action for violations of the California Labor Code for failure to pay overtime wages,
23 failure to pay minimum wages, failure to provide compliant meal periods and premium payments in
24 lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure
25 to provide accurate wage statements, failure to timely pay wages upon termination, and failure to
26 reimburse necessary business expenses, for violations of California Business & Professions Code
27 Sections 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
28 penalties under PAGA based on the aforementioned California Labor Code violations.

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

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

4. On July 30, 2024, the Parties participated in mediation with Gig Kyriacou, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

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

///

///

///

DEFINITIONS

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

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 9.

b. “Class” or “Class Member(s)” means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

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

d. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) hire and termination dates; and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A**.”

f. “Class Period” means the period from March 22, 2019 through October 1, 2024.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of Los Angeles.

i. “Defendant’s Counsel” means Allison S. Wallin of Littler Mendelson P.C.

j. “Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods to which they have been credited, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address,

1 telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c)
2 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to
3 the Class Member and what the Class Member contends is the correct number; and (d) be returned by
4 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
5 Deadline.

6 k. “Effective Date” means the date by when both of the following have occurred:
7 (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The
8 Judgment is final as of the latest of the following occurrences: (i) if no Settlement Class Members
9 object to the Class Settlement, the day the Court enters the Judgment; (ii) if one or more Settlement
10 Class Members objects to the Class Settlement, the day after the deadline for filing a notice of appeal
11 from the Judgment; or, if a timely appeal of the Judgment is filed, the day after the appellate court
12 affirms the Judgment and issues a remittitur; (iii) if a petition for writ of certiorari is filed, the date of
13 denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such
14 petition.

15 l. “Employer Taxes” means the employer’s share of taxes and contributions in
16 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
17 in addition to the Gross Settlement Amount.

18 m. “Enhancement Payment” means the amount to be paid to Plaintiff, in
19 recognition of his effort and work in prosecuting the Action on behalf of Class Members and PAGA
20 Employees, and general release of claims, as set forth in Paragraph 10.

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

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

25 p. “Final Approval Order” means the order granting final approval of the
26 Settlement.

27 ///

28 ///

1 q. “Gross Settlement Amount” means the amount of Six Hundred Twenty-Five
2 Thousand Dollars and Zero Cents (\$625,000.00) to be paid by Defendant in full satisfaction of the
3 Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and
4 Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
5 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
6 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
7 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
8 Settlement Amount is subject to increase, as provided in Paragraph 13.

9 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
10 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
11 calculated in accordance with Paragraph 15.

12 s. “Individual Settlement Payment” means the net payment of each Settlement
13 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
14 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
15 Paragraph 16.

16 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
17 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
18 in accordance with Paragraph 14.

19 u. “Judgment” means the judgment entered by the Court upon granting final
20 approval of the Settlement.

21 v. “LWDA Payment” means the amount of Eighteen Thousand Dollars and Zero
22 Cents (\$18,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA
23 under the PAGA Settlement, as set forth in Paragraph 11.

24 w. “Net Settlement Amount” means the portion of the Gross Settlement Amount
25 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
26 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and
27 Settlement Administration Costs.

28 ///

x. “Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s 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, postmarked on or before the Response Deadline.

y. “PAGA Amount” means the allocation of Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$18,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$6,000.00, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

z. “PAGA Employee(s)” means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

aa. “PAGA Employee Amount” means the amount of Six Thousand Dollars and Zero Cents (\$6,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their number of Pay Periods.

bb. “PAGA Period” means the period from March 22, 2022 through October 1, 2024.

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

dd. “Pay Periods” means the number of pay periods each PAGA Employee worked for Defendant as a non-exempt employee in California during the PAGA Period. Pay Periods will be calculated by the Settlement Administrator by counting each pay period during the PAGA Period during which the PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California.

///

///

1 ee. “Plaintiff’s Released Claims” means all claims, transactions, or occurrences
2 that occurred during the Class Period, including, but not limited to: (a) all claims that were, or
3 reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b)
4 all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the
5 Operative Complaint and PAGA Letter. Plaintiff’s Released Claims does not extend to any claims or
6 actions to enforce the Settlement Agreement, or to any claims for vested benefits, unemployment
7 benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at
8 any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
9 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
10 believes to be true but agrees, nonetheless, that Plaintiff’s Released Claims shall be and remain
11 effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of
12 them. For purposes of Plaintiff’s Release Claims, Plaintiff expressly waives and relinquishes the
13 provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads: A
14 general release does not extend to claims that the creditor or releasing party does not know or suspect
15 to exist in his or her favor at the time of executing the release and that, if known by him or her, would
16 have materially affected his or her settlement with the debtor or released party.

17 ff. “Preliminary Approval” means the date on which the Court enters the
18 Preliminary Approval Order.

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

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

2800, and 2802, and California Business and Professions Code sections 17200, *et seq.*, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and claims based on facts occurring outside of the Class Period.

ii. "Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, that were alleged, or reasonably could have been alleged, based on the factual allegations in the Operative Complaint and PAGA Letter, arising during the PAGA Period, including claims for Defendant's alleged failure to pay overtime wages, including alleged failure to pay overtime at the correct rates of pay, and minimum wages, provide compliant meal and rest periods and associated premium payments, provide accurate wage statements, timely pay wages during employment and upon termination, provide complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

jj. "Released Parties" means Defendant and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, assigns, affiliates, and joint venturers, as well as its past, present, and future owners, officers, directors, employees, associates, partners, shareholders, members, agents, attorneys, insurers, reinsurers, and any individual or entity that could be jointly liable with Defendant.

kk. "Request for Exclusion" means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

ll. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement

1 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which
2 case the Response Deadline will be extended to the next day on which the United States Postal service
3 is open. The Response Deadline may also be extended by express agreement between Class Counsel
4 and Defendant's Counsel. Under no circumstances, however, will the Settlement Administrator have
5 the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class
6 Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days
7 from the original Response Deadline.

8 mm. "Settlement Administrator" means ILYM Group, Inc., or any other third-party
9 class action settlement administrator agreed to by the Parties and approved by the Court for purposes
10 of administering the Settlement. The Parties and their counsel each represent that they do not have
11 any financial interest in the Settlement Administrator or otherwise have a relationship with the
12 Settlement Administrator that could create a conflict of interest.

13 nn. "Settlement Administration Costs" means the costs payable from the Gross
14 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
15 Paragraph 12.

16 oo. "Settlement Class" or "Settlement Class Member(s)" means all Class Members
17 who do not submit a timely and valid Request for Exclusion.

18 pp. "Workweeks" means the number of weeks each Class Member worked for
19 Defendant as a non-exempt employee in California during the Class Period. Workweeks will be
20 calculated by the Settlement Administrator by counting each week during the Class Period during
21 which the Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in
22 California.

23 **CLASS CERTIFICATION**

24 7. For the purposes of this Settlement only, the Parties stipulate to the certification of the
25 Class.

26 8. The Parties agree that certification for the purpose of settlement is not an admission
27 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
28 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as

1 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
2 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
3 non-settlement context.

4 **TERMS OF THE AGREEMENT**

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

7 9. **Attorneys' Fees and Costs.** Defendant agrees not to oppose or impede any application
8 or motion by Class Counsel for attorneys' fees in the amount up to one-third (1/3) of the Gross
9 Settlement Amount (i.e., \$208,333.33 if the Gross Settlement Amount is \$625,000.00) and
10 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
11 of the Action, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00),
12 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
13 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
14 the Action, including without limitation all work performed and costs incurred to date, and all work
15 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
16 Settlement Agreement, including any objections raised and any appeals necessitated by those
17 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
18 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
19 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
20 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
21 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

22 10. **Enhancement Payment.** Defendant agrees not to oppose or impede any application or
23 motion by Plaintiff for an Enhancement Payment in the amount up to Seven Thousand Five Hundred
24 Dollars and Zero Cents (\$7,500.00). The Enhancement Payment, which will be paid from the Gross
25 Settlement Amount, subject to Court approval, will be in addition to his Individual Settlement Payment
26 as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall
27 be solely and legally responsible for correctly characterizing this compensation for tax purposes and
28 for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form

1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

11. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$18,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$6,000.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

12. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which are currently not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

///

///

1 13. Escalator Clause. Defendant has represented that approximately two hundred and two
2 (202) Class Members worked a total of 28,080 workweeks during the period from March 22, 2019
3 through July 30, 2024. If it is determined by the Settlement Administrator that the total number of
4 Workweeks worked by the Class Members during the Class Period actually exceeds 28,080 by more
5 than 110% (i.e., by more than 30,888 Workweeks), then the Gross Settlement Amount will be
6 increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked
7 by the Class Members above 30,888 Workweeks.

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

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

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

20 15. Individual PAGA Payment Calculations. Individual PAGA Payments will be
21 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
22 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
23 Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
24 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period
25 Value to yield each PAGA Employee's Individual PAGA Payment.

26 16. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
27 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
28 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be

reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

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

18. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement Class Members, and PAGA Employees are not relying on any statement, representation, or calculation by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class Members, and PAGA Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

19. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS

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

20 20. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
21 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
22 are issued to the payee. It is expressly understood and agreed that payments made under this
23 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
24 to additional compensation or benefits under any new or additional compensation or benefits, or any
25 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
26 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
27 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
28 any contrary language or agreement in any benefit or compensation plan document that might have

1 been in effect during the Class Period).

2 21. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

3 Upon execution of this Settlement Agreement, Plaintiff will obtain a hearing date from the Court for
4 Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will
5 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said
6 motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion
7 before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval
8 of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will
9 apply for the entry of the Preliminary Approval Order seeking the following:

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

20 22. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
21 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary
22 approval of the Settlement.

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

25 24. Notice by First-Class U.S. Mail.

- 26 a. Within seven (7) calendar days after receiving the Class List from Defendant,
27 the Settlement Administrator will perform a search based on the National Change of Address Database
28 or any other similar services available, such as provided by Experian, for information to update and

1 correct for any known or identifiable address changes, and will mail a Class Notice in English and
2 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
3 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
4 Administrator.

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

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

16 25. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
17 opportunity to dispute the number of Workweeks and/or Pay Periods to which they have been credited,
18 as reflected in their respective Class Notices, by submitting a timely and valid Workweeks Dispute to
19 the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of
20 the postmark on the return mailing envelope will be the exclusive means to determine whether a
21 Workweeks Dispute has been timely submitted. Absent evidence rebutting the accuracy of
22 Defendant's records and data as they pertain to the number of Workweeks and/or Pay Periods to be
23 credited to a disputing Class Member, Defendant's records will be presumed to be correct and
24 determinative of the dispute. However, if a Class Member produces information and/or documents to
25 the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member
26 and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or
27 Pay Periods that the disputing Class Member should be credited with under the Settlement. The
28 Settlement Administrator's decision on such disputes will be final and non-appealable.

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

20 27. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
21 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
22 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
23 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
24 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
25 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
26 and complete and which were not), and also attach them to a declaration that is to be filed with the
27 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
28 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or

1 appeal from the Judgment. Settlement Class Members, individually or through counsel, may also
2 present their objection orally at the Final Approval Hearing, regardless of whether they have submitted
3 a Notice of Objection.

4 28. Reports by the Settlement Administrator. The Settlement Administrator shall provide
5 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
6 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
7 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
8 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
9 Administrator will provide to counsel for the Parties any updated reports regarding the administration
10 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it
11 receives a request from an individual or any other entity regarding inclusion in the Class and/or
12 Settlement or regarding a Workweeks Dispute.

13 29. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
14 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
15 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
16 Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the
17 number of Class Members who have submitted timely and valid Requests for Exclusion following the
18 Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
19 administration owed to the Settlement Administrator incurred up to that date.

20 30. Certification of Completion. Upon completion of administration of the Settlement, the
21 Settlement Administrator will provide a written declaration under oath to certify such completion to
22 the Court and counsel for all Parties.

23 31. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
24 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
25 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
26 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
27 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
28 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.

1 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
2 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
3 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
4 Approval Order and Judgment, which will provide for, in substantial part, the following:

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

7 b. Certification of the Settlement Class;

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

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

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

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

14 32. Funding of the Gross Settlement Amount. No later than sixty-five (65) calendar days
15 after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified
16 Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be
17 established by the Settlement Administrator. Defendant shall provide all information necessary for
18 the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit
19 state unemployment insurance tax ID number, and other information requested by the Settlement
20 Administrator, no later than ten (10) business days after the Effective Date.

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

27 ///

28 ///

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

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

27 ///

28 ///

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

5 37. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
6 Settlement Amount, Plaintiff, individually and on his own behalf, will be deemed to have fully, finally,
7 and forever released, settled, compromised, relinquished, and discharged the Released Parties of
8 Plaintiff's Released Claims.

9 38. Final Approval Order and Judgment. The Parties shall provide the Settlement
10 Administrator with a copy of the Final Approval Order and Judgment once they are entered by the
11 Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its
12 website for sixty (60) calendar days. No individualized notice of the Final Approval Order and
13 Judgment to the Class will be required.

14 39. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
15 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
16 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
17 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
18 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
19 Settlement Agreement.

20 40. Effects of Termination or Rescission of Settlement. Termination or rescission of the
21 Settlement Agreement shall have the following effects:

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

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

28 ///

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

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

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

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

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

17 42. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
18 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
19 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

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

///

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

5 45. Amendment or Modification. Prior to the filing of the motion for preliminary approval
6 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
7 except by written agreement signed by counsel for all Parties. After the filing of the motion for
8 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
9 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
10 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
11 constitute a waiver of any other provision.

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

21 47. Signatories. It is agreed that because the members of the Class are so numerous, it is
22 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
23 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
24 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
25 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
26 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
27 Member and PAGA Employee.

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

///

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

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

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

16 52. Invalidity of Any Provision. Before declaring any provision of this Settlement
17 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
18 possible consistent with applicable precedents so as to define all provisions of this Settlement
19 Agreement valid and enforceable.

20 53. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
21 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
22 to implement the Settlement.

23 54. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
24 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
25 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
26 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
27 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
28 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;

1 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
2 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
3 construed as an admission or concession by Defendant of any such violations or failures to comply
4 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
5 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
6 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
7 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
8 federal, state, local or other applicable law.

9 55. Captions. The captions and paragraph numbers in this Settlement Agreement are
10 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
11 intent of the provisions of this Settlement Agreement.

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

18 57. Representation By Counsel. The Parties acknowledge that they have been represented
19 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
20 that this Settlement Agreement has been executed with the consent and advice of counsel, and
21 reviewed in full.

22 58. All Terms Subject to Final Court Approval. All amounts and procedures described in
23 this Settlement Agreement herein will be subject to final Court approval.

24 59. Notices. All notices, demands, and other communications to be provided concerning
25 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
26 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
27 as follows:

28 ///

To Plaintiff and Class Counsel:

Jonathan M. Genish

jgenish@blackstonepc.com

Miriam L. Schimmel

mschimmel@blackstonepc.com

Joana Fang

jfang@blackstonepc.com

Alexandra Rose

arose@blackstonepc.com

Jared C. Osborne

josborne@blackstonepc.com

BLACKSTONE LAW, APC

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Allison S. Wallin

awallin@littler.com

LITTLER MENDELSON P.C.

2049 Century Park East, 5th Floor

Los Angeles, California 90067

Tel: (31) 553-0308 / Fax: (800) 715-1330

60. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

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

IT IS SO AGREED.

PLAINTIFF JUAN MANUEL MUNOZ

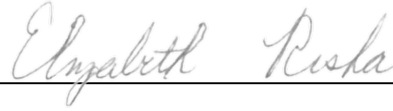
Dated: 01/03/2025



Plaintiff Juan Manuel Munoz

**DEFENDANT MGA ENTERTAINMENT,
INC.**

Dated: January 6, 2024



Full Name: Elizabeth Risha

Title: General Counsel

On behalf of Defendant MGA Entertainment,
Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: January 3, 2025



Jonathan M. Genish

Attorneys for Plaintiff Juan Manuel Munoz
and Proposed Class Counsel

LITTLER MENDELSON P.C.

Dated: January 3, 2025



Allison S. Wallin

Attorneys for Defendant MGA Entertainment,
Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Juan Manuel Munoz v. MGA Entertainment, Inc.
Superior Court of California for the County of Los Angeles, Case No. 23STCV06386

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 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 Juan Manuel Munoz ("Plaintiff") and Defendant MGA Entertainment, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court Case No. 23STCV06386 ("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" means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from March 22, 2019 through October 1, 2024.

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

"PAGA Employee(s)" means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from March 22, 2022 through October 1, 2024.

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

II. BACKGROUND OF THE ACTION

On March 22, 2023, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). Also on March 22, 2023, Plaintiff commenced a putative class action lawsuit against Defendant by filing a Class Action Complaint for Damages in the Action. On October 4, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") against Defendant in the Action, which added a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA").

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, 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 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 Juan Manuel Munoz 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 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 Six Hundred Twenty-Five Thousand Dollars and Zero Cents (\$625,000.00) (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 one-third (1/3) of the Gross Settlement Amount (i.e., \$208,333.33 if the Gross Settlement Amount is \$625,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for his services in the Action; (3) the amount of Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00) allocated toward civil penalties under PAGA (“PAGA Amount”), of which the LWDA will be paid 75% (\$18,000.00) (“LWDA Payment”) and the remaining 25% (\$6,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00) 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 a 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 a non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the 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 Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From March 22, 2019 through October 1, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From March 22, 2022 through October 1, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or 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 (*Munoz v. MGA Entertainment, Inc.*, Case No. 23STCV06386); (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 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 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 that were alleged, or reasonably could have been alleged, based on the factual allegations in the Operative Complaint, arising during the Class Period, including claims for Defendant’s alleged failure to pay overtime wages, including alleged failure to pay overtime at the correct rates of pay, and minimum wages, provide compliant meal and rest periods and associated premium payments, provide accurate wage statements, timely pay wages upon termination, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1197, 1197.1, 1198, 2800, and 2802, and California Business and Professions Code sections 17200, *et seq.*, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and claims based on facts occurring outside of 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.*, that were alleged, or reasonably could have been alleged, based on the factual allegations in the Operative Complaint and PAGA Letter, arising during the PAGA Period, including claims for Defendant’s alleged failure to pay overtime, including alleged failure to pay overtime at the correct rates of pay, and minimum wages, provide compliant meal and rest periods and associated premium payments, provide accurate wage statements, timely pay wages during employment and upon termination, provide complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

“Released Parties” means Defendant and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, assigns, affiliates, and joint venturers, as well as its past, present, and future owners, officers, directors, employees, associates, partners, shareholders, members, agents, attorneys, insurers, reinsurers, 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 one-third (1/3) of the Gross Settlement Amount (i.e., \$208,333.33 if the Gross Settlement Amount is \$625,000.00 and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (together, “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 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement Payment”), in recognition of his 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 Nine Thousand Dollars and Zero Cents (\$9,000.00) (“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 Workweeks 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 (*Munoz v. MGA Entertainment, Inc.*, Case No. 23STCV06386); (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 (*Munoz v. MGA Entertainment, Inc.*, Case No. 23STCV06386); (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 11 of the Los Angeles County Superior Court, 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/laccligibility/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.**