

JAMES HAWKINS APLC

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Attorneys for Plaintiff RONDY BRYSON,
on behalf of himself and all other similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

RONDY BRYSON, individually and on
behalf of himself and all others similarly
situated,

Plaintiffs,

vs.

MADAME TUSSAUDS HOLLYWOOD,
LLC, a Delaware Corporation; MERLIN
ENTERTAINMENT GROUP U.S.
HOLDINGS INC.; and DOES 1-50,
inclusive

Defendants.

Case No. 19STCV33514

CLASS ACTION

Assigned for All Purposes To:
Hon. David S. Cunningham
Dept.: SSC 11

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

DATE: AUGUST 15, 2023
TIME: 8:30 A.M.
DEPT: SSC 11

Action Filed: September 23, 2019

1 TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD:
2 PLEASE TAKE NOTICE that on November 28, 2022 the Court entered a Judgment and an
3 Order Granting Final Approval of the Class Action and PAGA Settlement for the above-entitled
4 matter. Further, the Court has scheduled a Compliance hearing for August 15, 2023 at 8:30 a.m.
5 in Department SSC-11 of the Los Angeles Superior Court, Spring Street Courthouse. A true and
6 correct copy of the Court's November 28, 2022 Order and Judgment are attached hereto as
7 Exhibit A.

8
9
10 DATED: December 05, 2022

By: 

James R. Hawkins
Christina M. Lucio

11
12
13 Attorneys for Plaintiff RONDI BRYSON, on behalf
14 of himself and all others similarly situated
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PROOF OF SERVICE

I am employed in the county of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is: 9880 Research Drive, Suite 200, Irvine, California 92618.

On December 6, 2022, I served the foregoing document(s) described as:

NOTICE OF ENTRY OF ORDER AND JUDGMENT

on *interested parties*,
(XX) by placing () the original (XX) a true copy thereof attached to email addressed as follows:

Sabrina Shadi, Esq.
Vartan Madoyan, Esq.
Christopher Habashy, Esq.
Eric Witt, Esq.
BAKER HOSTETLER
11601 Wilshire Blvd., Suite 1400
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Attorneys for Defendants
MADAME TUSSAUDS HOLLYWOOD, LLC;
and MERLIN ENTERTAINMENT GROUP
U.S.
HOLDINGS INC.

California Labor and Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
[http://www.dir.ca.gov/Private-Attorneys-
General-Act](http://www.dir.ca.gov/Private-Attorneys-General-Act)

(via LWDA Website)

(XX) BY ELECTRONIC SERVICE: by electronically transmitting the documents listed above via Case Anywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Order Authorizing Electronic Service. The transmission(s) was reported as complete and without error to the addresses as stated on the service list.

(XX) (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 6, 2022 at Irv Cin

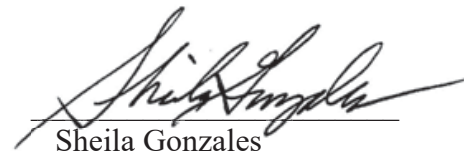

Sheila Gonzales

EXHIBIT A

Electronically Received 11/18/2022 03:55 PM

FILED
Superior Court of California
County of Los Angeles
11/28/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: I. Arellanes Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

RONDI BRYSON, individually and on
behalf of himself and all others similarly
situated,

Plaintiff,

vs.

MADAME TUSSAUDS HOLLYWOOD,
LLC, a Delaware Corporation; MERLIN
ENTERTAINMENT GROUP U.S.
HOLDINGS INC.; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 19STCV33514

CLASS ACTION

Assigned for All Purposes To:

Hon. David S. Cunningham

Dept.: SSC 11

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: November 15, 2022

Time: 8:30 a.m.

Dept.: SSC 11

Complaint Filed: September 23, 2019

1 This matter came before the Court on the application of Plaintiff RONDI BRYSON
2 (“Plaintiff”) for Final Approval of a Class Action and PAGA Settlement (“Final Approval
3 Motion”) and for Award of Attorneys’ Fees, Costs, and Class Representative Enhancement
4 Award. The Court considered the proposed Stipulated Agreement to Settle Individual and Class
5 Claims (“Settlement Agreement”) attached as **Exhibit 1** hereto and the Stipulation to Clarify
6 Class Definition attached as **Exhibit 4** hereto, the submissions of counsel, and all other papers
7 filed in this action. This Order incorporates, by reference, the definitions in the Settlement
8 Agreement. This matter having been submitted, and good cause appearing therefore, this Court
9 **HEREBY FINDS THAT:**

10 1. Unless otherwise specified, defined terms in this Final Approval Order and
11 Judgment shall have the same definition as used in the Settlement Agreement.

12 2. The Court finds the Settlement was entered into in good faith, that it is fair,
13 reasonable and adequate, and that it satisfies the standards and applicable requirements for final
14 approval of this class action settlement under California law, including the provisions of California
15 Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

16 3. With respect to the Class and for the purpose of approving the Settlement only, this
17 Court finds and concludes that: (a) the Class Members are ascertainable and so numerous that
18 joinder of all members is impracticable; (b) there are questions of law or fact common to the Class,
19 and there is a well-defined community of interest among Class Members with respect to the subject
20 matter of the claims in the action; (c) the claims of the Plaintiff are typical of the claims of the Class
21 Members; (d) the Plaintiff has fairly and adequately protected the interests of the Class Members;
22 (e) a class action is superior to other available methods for an efficient adjudication of this
23 controversy; and (f) the counsel of record for the Plaintiff, i.e., Class Counsel, is qualified to serve
24 as counsel for the Plaintiff in his individual and representative capacity and for the Class.

25 4. The Parties adequately performed their obligations under the Settlement Agreement
26 and Preliminary Approval Order.

27 5. Notice was provided to the Class Members in compliance with the Settlement
28 Agreement and Preliminary Approval Order, California Code of Civil Procedure section 382,

1 California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any
2 other applicable law. The notice: (i) fully and accurately informed Class Members about the
3 lawsuit and Settlement; (ii) provided sufficient information so that Class Members were able to
4 decide whether to opt-out and pursue their own remedies, or object to the proposed Settlement;
5 (iii) provided procedures for Class Members to request exclusion from the Settlement, to state
6 written objections to the proposed Settlement, to dispute the number of workweeks, and to appear
7 at the hearing; and (iv) provided the time, date and place of the final fairness hearing.

8 6. One Class Member has opted out of the Settlement: Mayra Gaytan. No Class
9 Members have objected to the Settlement.

10 7. The Gross Settlement Amount and the means of distributing the Net Settlement
11 Amount to participating Class Members are fair and reasonable in light of the nature of this case.

12 8. Class Counsel, James Hawkins APLC, has provided services and benefits to absent
13 Class Members and expended efforts and resources to secure the benefits, and is thus entitled to the
14 requested and unopposed attorneys' fees and costs as approved by the Court.

15 9. The Class Representative, Rondi Bryson, has prosecuted this lawsuit, worked with
16 counsel, undertaken the risks associated with litigation, acted to protect the Class's interests, and
17 conferred a benefit on absent Class Members, and is thus entitled to receive a service payment
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19 10. The appointed Settlement Administrator, ILYM Group, Inc., rendered services and
20 will continue to render services, in connection with administering the notice and settlement process,
21 and is thus entitled to its requested administration fees.

22 11. The Gross Settlement Amount is \$250,000.00, with the Net Settlement Amount to
23 be paid to participating Class Members being calculated by subtracting the following amounts from
24 the Gross Settlement Amount: (1) Class Counsel's attorneys' fees of \$83,333.33; (2) Class
25 Counsel's documented costs of \$13,329.71; (3) Service Award to be paid to the Class
26 Representative of \$7,500.00 (4) 75% of the PAGA Penalties of \$12,500.00 (\$9,375.00) to the
27 LWDA and 25% of the PAGA Penalties (\$3,125.00) to the class; and (5) the Settlement
28 Administrator fees to ILYM Group, Inc. of \$10,675.00. The Net Settlement Amount which will be

1 paid as Individual Settlement Payments to participating Class Members is estimated to be
2 approximately \$122,661.96. There is no reversion to Defendants.

3 12. Pursuant to Labor Code Section 2699, subdivision (1)(2), the Court approves of the
4 Settlement's provisions relating to settlement of claims under the Private Attorneys General Act of
5 2004, Labor Code Section 2698 et seq. ("PAGA").

6 **IT IS ORDERED THAT:**

7 **1. Class Members.** The Class is defined and certified as all current and former non-
8 exempt employees of Defendants who worked in the State of California from September 23, 2015,
9 through February 7, 2022, but does not include individuals hired by Defendants for the first time
10 after January 21, 2021.

11 **2. Class Period:** The Class Period is defined as the period from September 23, 2015
12 to February 7, 2022.

13 **3. Binding Effect of Order.** This order applies to all claims or causes of action settled
14 under the Settlement Agreement, including any claims settled under PAGA, and binds all Class
15 Members who did not submit valid requests for exclusion (opt-out) from the Settlement.

16 **4. Plaintiff's Release.** Plaintiff, in his individual capacity, is deemed to have released
17 and discharged the Released Parties from any and all claims, known or unknown, as described in
18 the Settlement Agreement, sections 5.03-5.04.

19 **5. Class Members' Release.** Plaintiff and all Class Members who did not properly
20 request exclusion are deemed to have released and discharged the Released Parties from all
21 Released Claims under the Settlement Agreement for the Class Period. The full and complete terms
22 of the releases described in this paragraph are set forth in the Settlement Agreement, sections 5.01-
23 5.02.

24 **6. PAGA Group Release:** Plaintiff and all PAGA Group Members are deemed to
25 have released and discharged the Released Parties from all Released Claims under the Settlement
26 Agreement. The full and complete terms of the releases described in this paragraph are set forth in
27 the Settlement Agreement, sections 5.01 and 5.05.
28

1 **7. Class Relief.** Defendant shall deposit the Gross Settlement Amount into the account
2 created by the Settlement Administrator for the benefit of the Class Members and Class Counsel,
3 according to the terms of the Settlement Agreement. The Settlement Administrator shall calculate
4 and distribute the Net Settlement Amount to the participating Class Members. The distribution
5 shall be in accordance with the instructions and timeline set forth in the Settlement Agreement.

6 **8. Uncashed Checks.** Class Members shall have 180 days to cash their Individual
7 Settlement Payment checks from the date of issuance. Any individual Settlement Payment checks
8 that have not been negotiated or cashed within 180 days after the date of issuance will be voided
9 and shall escheat to the State of California Controller's Office to be held in the name of the
10 Settlement Class Member who is the payee of the check. (Agreement § 3.06(f).)

11 **9. Attorneys' Fees and Costs.** Class Counsel is awarded \$83,333.33 in attorneys'
12 fees and \$13,329.71 in costs. Defendants, or the Settlement Administrator on Defendants' behalf,
13 must pay Class Counsel this amount according to the timeline set forth in the Settlement
14 Agreement.

15 **10. Service Award.** Plaintiff Rondi Bryson is awarded \$7,500 as a service award.
16 Defendant, or Settlement Administrator on Defendants' behalf, must pay Plaintiff this amount
17 according to the timeline set forth in the Agreement.

18 **11. Payment of Settlement Administration Costs.** Payment of \$10,675 shall be made
19 to ILYM Group, Inc. for its services as the Settlement Administrator according to the timeline set
20 forth in the Agreement.

21 **12. LWDA Payment.** Payment of \$9,375 shall be paid to the Labor Workforce &
22 Development Agency as 75% of the PAGA penalties. Defendant, or Settlement Administrator on
23 Defendants' behalf, must pay the LWDA this amount according to the timeline set forth in the
24 Agreement.

25 **13. Final Report.** The Parties shall file a report concerning any uncashed checks or
26 other cash residue by June 9, 2023. The report shall be in the form of a declaration from the
27 Settlement Administrator and shall describe: (i) the date the checks were mailed, (ii) the total
28

1 number of checks mailed to class members, (iii) the average amount of those checks, (iv) the
2 number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the
3 average amount of the uncashed checks, and (vii) the nature and date of the disposition of those
4 unclaimed funds.

5 **14. Final Report Hearing.** The Court sets a compliance hearing for August 15, 2023 at
6 8:30 a.m.

7 **15. Judgment.** The Court finds that there is no reason for delay and directs the Clerk
8 to enter judgment in accordance with the terms of this Order as of the date of this Order.

9 **16. Notice of Judgment.** Plaintiff is to give notice to all Class Members of this Final
10 Approval Order and Judgment in accordance with California Rule of Court 3.771(b) by filing a
11 Notice of Entry of Judgment of this Final Approval Order and Judgment with the Court.

12 **17. Copy to LWDA.** Within 10 days of entry of this Final Approval Order and
13 Judgment, Plaintiff shall provide a copy of this Final Approval Order and Judgment to the LWDA,
14 pursuant to Labor Code Section 2699, subdivisions (1)(3) & (4).

15 **18. Court's Jurisdiction.** Pursuant to the Parties' request, California Code of Civil
16 Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over
17 this action and the parties until final performance of the Agreement.
18

19 **19.** _____
20 _____
21 _____.

22 **IT IS SO ORDERED.**

23
24 DATED: 11/28/2022

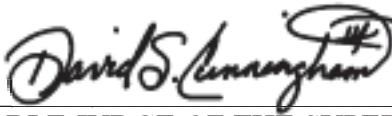
By: 
25 HONORABLE JUDGE OF THE SUPERIOR COURT
26
27
28

EXHIBIT 1

JAMES R. HAWKINS, CA Bar No. 192925
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CHRISTINA M. LUCIO, CA Bar No. 253677
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Attorneys for Plaintiff
RONDI BRYSON

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Attorneys for Defendants
MADAME TUSSAUDS HOLLYWOOD, LLC AND
MERLIN ENTERTAINMENT GROUP U.S.
HOLDINGS INC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

RONDI BRYSON, individually and on behalf of
himself and all others similarly situated,

Plaintiff,
v.

MADAME TUSSAUDS HOLLYWOOD, LLC,
a Delaware Corporation; MERLIN
ENTERTAINMENT GROUP U.S. HOLDINGS
INC; and DOES 1-50, inclusive,

Defendants.

Case No.19STCV33514

[Assigned for all purposes to
Hon. David S. Cunningham. SSC 11]

**STIPULATED AGREEMENT TO SETTLE
INDIVIDUAL AND CLASS CLAIMS**

Action Filed: September 23, 2019
Trial Date: None

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court, pursuant to section 382 of the California Code of Civil Procedure, that the Settlement of
3 this Action shall be effectuated upon and subject to the following terms and conditions.

4 Capitalized terms used herein shall have the meanings set forth in Article I or as defined elsewhere
5 in this Stipulated Agreement to Settle Individual and Class Claims (“Agreement”).

6 This Agreement is made by and between Plaintiff Rondi Bryson (hereinafter “Plaintiff”) on
7 behalf of himself and the putative Class Members, on the one hand, and Defendants Madame
8 Tussauds Hollywood, LLC and Merlin Entertainment Group U.S. Holdings Inc. (hereinafter
9 collectively “Defendants”), on the other hand. Plaintiff and Defendants collectively are referred to
10 in this Agreement as “the Parties.”

11 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
12 concluded by agreement of Defendants to pay no more than the settlement sum of Two Hundred
13 Fifty Thousand Dollars (\$250,000.00) (“Gross Settlement Amount”), as provided in
14 Section 3.06(a) below, upon the terms and conditions of this Agreement and for the consideration
15 set forth herein, including but not limited to a release of all claims by Plaintiff and the putative
16 Class Members as set forth herein.

17 ARTICLE I

18 DEFINITIONS

19 Unless otherwise defined herein, the following terms used in this Agreement shall have the
20 meanings ascribed to them as set forth below:

21 a. “Action” means the putative class action filed by Plaintiff and as follows: *Bryson et*
22 *al v. Madame Tussauds et al., Superior Court of California, County of Los Angeles, Case No.*
23 *19STCV33514*, commenced on September 23, 2019 in Los Angeles County Superior Court, with a
24 First Amended Complaint filed on January 17, 2020.

25 b. “Agreement” means this Stipulated Agreement to Settle Individual and Class
26 Claims, including all Exhibits.

c. "Class" or "Settlement Class" means all current and former non-exempt employees of Defendants who worked in the State of California from September 23, 2015, through the date that the Court enters the order granting preliminary approval of the settlement.

d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

JAMES HAWKINS APLC
James R. Hawkins
Christina M. Lucio
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

e. "Class Member(s)" means all members of the Class.

f. "Class Period" means September 23, 2015 through the date of preliminary approval.

g. "Court" means the Los Angeles County Superior Court, Department SSC 11, the Honorable David S. Cunningham, presiding.

h. "Date of Finality" means when the Final Order becomes Final, as defined below.

i. "Defendants" mean Madame Tussauds Hollywood, LLC and Merlin Entertainment Group U.S. Holdings Inc.

j. "Defense Counsel" means counsel for Defendants, who are:

BAKER & HOSTETLER LLP
Sabrina L. Shadi, SBN 205405
shsadi@bakerlaw.com
11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025
Telephone: 310.820.8800
Facsimile: 310.820.8859

k. "Disposition" means the method by which the Court adopts the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

l. "Enhancement" means a monetary amount of up to Seven Thousand Five Hundred Dollars (\$7,500.00) for the Plaintiff which, subject to Court approval, will be paid pursuant to Section 3.06(d) of this Agreement, as provided for below.

1 m. "Final" means: (1) the date of final affirmance of the Disposition on an appeal of
2 the Disposition, the expiration of the time for, or the denial of, a petition to review the Disposition,
3 or if review is granted, the date of final affirmance of the Disposition following review pursuant to
4 that grant, or (2) the date of final dismissal of any appeal from the Disposition or the final
5 dismissal of any proceeding to review the Disposition, provided that the Disposition is affirmed
6 and/or not reversed in any part, or (3) if there is no objection made at the Final Fairness and
7 Approval Hearing, the expiration date of the time for the filing or noticing of any appeal from the
8 Court's Disposition approving this Agreement, as determined under Rule 8.104(a)(3) of the
9 California Rules of Court.

10 n. "Final Order Approving Settlement of Class Action" or "Final Order" means the
11 final formal court order signed by the Court at, or following, the Final Fairness and Approval
12 Hearing, in accordance with the terms herein, approving this Agreement.

13 o. "Individual Settlement Payments" means the amounts of money from the Net
14 Settlement Amount that shall be paid to Class Members. Individual Settlement Payments will be
15 each Class Member's share of the Net Settlement Amount (which share shall be determined by the
16 calculations provided in this Agreement).

17 p. "LWDA" means the Labor and Workforce Development Agency.

18 q. "Gross Settlement Amount" means Two Hundred and Fifty Thousand Dollars and
19 Zero Cents (\$250,000.00), which is non-reversionary, and the maximum amount to be paid by
20 Defendants as provided in this Agreement to settle this Action, with the exception of Defendants'
21 share of payroll taxes on the amounts paid to Plaintiff and Class Members, as set forth in Section
22 3.06(f) of this Agreement, which shall be paid by Defendants in addition to the Gross Settlement
23 Amount.

24 r. "Plaintiff" means Rondi Bryson.

25 s. "Net Settlement Amount" means the Gross Settlement Amount (\$250,000.00), less
26 all of the following: (1) Class Counsel's attorneys' fees of up to 33.33% of the Gross Settlement
27 Amount or Eighty-Three Thousand Three Hundred Thirty-Three Dollars And Thirty-Three Cents
28

1 (\$83,333.33), (2) Class Counsel’s reasonable costs of up to Fifteen Thousand Dollars (\$15,000.00),
2 (3) an Enhancement of up to Seven Thousand Five Hundred Dollars (\$7,500.00) to the Plaintiff,
3 (4) PAGA Penalties of Twelve Thousand Five Hundred Dollars (\$12,500.00, of which 75% will go
4 to the LWDA (\$9,375.00); 25% to the Aggrieved Employees (\$3,125.00)), and (5) Settlement
5 Administration Costs up to \$10,675.

6 t. “Non-Participating Class Member(s)” means those Class Members who submit to
7 the Settlement Administrator a valid and timely written request to be excluded from the Class
8 pursuant to Section 3.04(b) below.

9 u. “PAGA” means the Private Attorneys General Act of 2004, California Labor Code
10 sections 2698 *et seq.*

11 v. “PAGA Group” shall refer to the following group of individuals: All Class Members
12 who worked for Defendants at any time during the PAGA Period.

13 w. “PAGA Penalties” means Twelve Thousand Five Hundred Dollars (\$12,500.00) of
14 the Gross Settlement Amount that will be allocated to PAGA penalties, seventy-five percent (75%)
15 of which, (Nine Thousand Three Hundred Seventy Five Dollars (\$9,375.00)), will be paid to the
16 LWDA and the remaining twenty-five percent (25%) (Three Thousand One Hundred Twenty Five
17 (\$3,125.00)) will be payable to the Settlement Class.

18 x. “PAGA Penalty Payment” means the amounts of money from the PAGA Penalties
19 that shall be paid to PAGA Group members. PAGA Penalty Payments will be each PAGA Group
20 Members’ share of the PAGA Penalties (which share shall be determined by the calculations
21 provided in this Agreement).

22 y. “PAGA Period” means November 25, 2018, through the date of preliminary
23 approval.

24 z. “Preliminary Approval Date” means the date the Court preliminarily approves the
25 Settlement embodied in this Agreement, including the Notice of Proposed Class Action Settlement,
26 and the Request for Exclusion Form which are attached hereto as Exhibits “A”, and “B”
27 respectively.

aa. “Settlement” means the disposition of this Action and all related claims effectuated by this Agreement.

bb. "Settlement Administration Costs" means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the Class Members, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and distribution of funds (via checks or otherwise) to Class Counsel for attorneys' fees and costs, to Plaintiff for his Enhancement, to relevant taxing authorities for the employer's share of payroll taxes, and to the LWDA for its share of PAGA Penalties, all pursuant to the terms of this Agreement. The Settlement Administration Costs shall not exceed Ten Thousand Six Hundred Seventy Five Dollars (\$10,675.00).

cc. “Settlement Administrator” means ILYM Group, Inc. or a different administrator which the Parties agree upon at a later date. If one is not agreed upon, Class Counsel shall select a Settlement Administrator on the basis of cost and competence, with the best interest of the Class in mind. Reasonable fees of the Settlement Administrator shall be paid out of the Gross Settlement Amount.

dd. “Funding Date” means the date that the Gross Settlement Amount has been deposited with the Settlement Administrator, which will occur within 30 days after the Court’s entry of the Final Order.

ARTICLE II

FACTUAL BACKGROUND

a. On September 23, 2019, Plaintiff filed a Class Action Complaint entitled *Bryson v. Madame Tussauds Hollywood, LLC, et al.* in the Superior Court of the State of California- Los Angeles County Case No. 19STCV33514 against Defendants alleging causes of action for: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide lawful meal periods, (4) failure to authorize and permit rest breaks, (5) failure to timely pay wages owed upon

1 separation from employment, (6) knowing and intentional failure to comply with accurate itemized
2 wage statement provision, and (7) violation of the unfair competition law. (the “Class Action”)

3 b. On November 25, 2019, Plaintiff filed a representative action under the Private
4 Attorneys General Act, Labor Code section 2698 et seq. (“PAGA”) entitled *Bryson v. Madame*
5 *Tussauds Hollywood, LLC, et al*, Los Angeles Superior Court Case No. 19STCV42329 seeking
6 civil penalties for (1) failure to accurately calculate and pay all wages owed, including minimum
7 wages and overtime wages; (2) failure to provide lawful meal periods, (3) failure to provide
8 compensation when lawful meal periods were not provided; (4) failure to authorize and permit
9 lawful rest periods; (5) failure to provide compensation when lawful rest periods were not
10 provided; (6) failure to timely pay all owed wages; during employment and at separation; (7)
11 failure to indemnify employees for necessary expenses; (8) failure to provide accurate, itemized
12 wage statements; and (9) failure to keep accurate records. (the “PAGA Action”)

13 c. On January 17, 2020, Plaintiff filed a First Amended Complaint (“FAC”) in the
14 Class Action to effectively consolidate the class action and the PAGA Action, as an eighth cause of
15 action for civil penalties pursuant to PAGA was added to the class complaint. The PAGA Action
16 was then dismissed.

17 d. Defendants deny the allegations asserted in the Action and any pendant or related
18 claims and assert that they have no liability for any of Plaintiff’s or Class Members’ claims under
19 and statute, wage order, common law, or equitable theory.

20 e. The Parties investigated facts and law throughout the Action, including without
21 limitation claims for failure to pay minimum wages; failure to pay overtime wages; failure to
22 provide lawful meal periods; failure to authorize and permit rest breaks; failure to timely pay
23 wages owed during employment and upon separation from employment; failure to indemnify
24 employees for necessary expenses; knowing and intentional failure to comply with accurate
25 itemized wage statement provision; violation of the unfair competition law; and for penalties under
26 PAGA. Such investigation included research and interviews, the exchange of information,
27 documents, and informal discovery. It also included preparing for and attending mediation with
28

1 wage-and-hour class action mediator, Howard Hay. The Parties engaged in a significant amount
2 of research, investigation and informal discovery prior to mediation. The Parties investigated
3 relevant law as applied to the facts of this case, potential defenses, and damages claimed by
4 Plaintiff on behalf of himself and the Class. Discovery included class size information, policy and
5 procedure documentation, timekeeping information, Class Members' time and pay records and
6 other relevant policies. Defendants produced substantial class information, wage statements, time
7 and pay records for the putative class, Defendants' policies and procedure manuals, policy memos,
8 and Plaintiff's personnel file, time and, pay records. The Parties conducted their own evaluations
9 of the potential recoveries based on the claims alleged in the Action.

10 f. The Parties participated in a full day mediation before experienced wage and hour
11 class action mediator Howard Hay on January 21, 2021, and the Settlement was the product of a
12 mediator's proposal. This Joint Stipulation was reached after arm's length bargaining by the
13 Parties with the assistance of Mr. Hay, and after Class Counsel thoroughly reviewed all available
14 evidence. The information exchanged between the Parties allowed them to assess the merits of the
15 claims and defenses, and to reach a compromise of the issues.

16 g. Plaintiff and Class Counsel contend the claims asserted in the Action have merit.
17 However, they also acknowledge the expense and delay of continued litigation, and the uncertain
18 outcome and risk of litigation. Plaintiff and Class Counsel concluded, after taking into account the
19 sharply disputed factual and legal issues involved in the Action, the risks attending further
20 prosecution, the documentation collected and evaluated, the informal discovery conducted to date,
21 and the substantial benefits received and to be received pursuant to the compromise and settlement
22 of the Action, that settlement on the terms hereinafter set forth is in the best interest of Plaintiff and
23 the Class Members.

24 h. Plaintiff and Class Counsel have balanced their evaluation of the validity and
25 strength of the asserted claims against problems of proof, the legal standards governing litigation of
26 the claims alleged on a class-wide basis, and the various defenses asserted by Defendants. Based
27 on this evaluation, Class Counsel and Plaintiff believe that the settlement reached is fair to the
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1 Class and confers substantial benefits on the Class, offering all Class Members the opportunity to
2 receive recoveries. Based on their evaluation, Class Counsel and Plaintiff determined that the
3 Settlement set forth in this Agreement is in the best interest of Plaintiff and the Class.

4 i. Similarly, Defendants and Defense Counsel concluded there were benefits
5 associated with settling. Though Defendants dispute the allegations in the Action, in deciding to
6 settle, Defendants took into account the expense of further defending the Action and the inherent
7 unpredictability of the legal system. Thus, after taking into account the sharply disputed factual
8 and legal issues involved in the Action, the risks attending further defense, the expense and burden
9 of protracted litigation, and the desire to put the controversy to rest, Defendants agreed to this
10 Settlement.

11 j. The Settlement embodied in this Agreement contemplates the (a) entry of an order
12 approving conditional certification of a settlement class; (b) entry of a final order approving
13 settlement of the class action; (c) entry of Disposition enforcing the terms of the Settlement and
14 retaining jurisdiction; (d) discharge of Defendants from liability for any and all claims raised in the
15 Action, including any applicable claims under the Private Attorney Generals Act, Labor Code
16 section 2698 *et seq.*; (e) release by Plaintiff and Class Members, except Non-Participating Class
17 Members (that is, those Class Members who opt out of the Settlement), of all claims in connection
18 with the alleged wrongdoing set forth in the FAC or that could have been pled based on the facts
19 and circumstances alleged therein, including claims under California Labor Code sections 201,
20 202, 203, 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2,
21 1195, 1197, 1197.1, 1198, 2802, 2698 *et seq.* (PAGA), 2802, all applicable Wage Orders and
22 applicable sections of the California Code of Regulations and pursuant to the FLSA, 29 U.S.C.
23 § 201, *et seq.*, § 206 and § 216(b), and Business and Professions Code section 17200 *et seq.* based
24 upon the allegations in the complaint, and (f), an individual general release by Plaintiff of all
25 known and unknown claims against Defendants pursuant to California Civil Code section 1542.

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ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT

Because the Parties have stipulated to the certification of the Class with respect to all claims alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to the certification of a Class shall have no bearing on, or be admissible in connection with, the issue of whether the Class certified by the Court for settlement purposes should be certified in a non-settlement context. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendants expressly reserve the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the motion for Preliminary Approval and/or the motion for Final Approval, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator Howard Hay.

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

Section 3.01: Motion for Conditional Class Certification and Preliminary Approval

Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to include all claims and alleged wrongdoing pled or otherwise asserted in the First Amended Complaint based on the preliminary approval of this Agreement, including the Notice of Proposed Class Action Settlement attached hereto as Exhibits "A," the Request for Exclusion Form attached hereto as Exhibit "B," and a Dispute Form attached hereto as Exhibit "C" respectively. The date

1 that the Court grants preliminary approval of this Agreement will be the “Preliminary Approval
2 Date.”

3 **Section 3.02: The Settlement Administrator**

4 The Parties will choose an administrator to administer this Settlement and to act as the
5 Settlement Administrator, including but not limited to distributing and responding to inquiries
6 about the Notice of Proposed Class Action Settlement, determining the validity of opt-outs,
7 calculating the Net Settlement Amount and the Individual Settlement Payments, preparing tax
8 statements and/or reports, providing weekly reports, necessary progress reports and declarations
9 required by the Court, and with notice and consent of the Parties, issuing the Individual Settlement
10 Payment checks and distributing them to Participating Class Members (that is Class Members who
11 do not opt of the Settlement), and distributing payment to Class Counsel for attorneys’ fees and
12 costs, the Enhancement check to Plaintiff, the PAGA payment to the LWDA, and payment of the
13 employer’s share of payroll taxes to the appropriate taxing authorities. The Settlement
14 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

15 The Settlement Administrator shall provide Class Counsel and Defense Counsel a weekly
16 report which certifies: (i) the number of Class Members who have submitted valid Requests for
17 Exclusion; (ii) the number of Class Members who have submitted challenges to any information
18 contained in their Notice Packet; and (iii) the number of Class Members who have submitted
19 Objections. Additionally, the Settlement Administrator will provide to counsel for both Parties,
20 any updated reports regarding the administration of the Settlement Agreement.

21 All costs of administering the Settlement, including but not limited to all costs and fees
22 associated with preparing, issuing and mailing any and all notices to Class Members; all costs and
23 fees associated with computing, processing, reviewing, and mailing the Individual Settlement
24 Payments; all costs and fees associated with preparing any tax returns and any other filings
25 required by any governmental taxing authority or agency; all costs and fees associated with
26 preparing any other checks, other monetary distributions, notices, reports, or filings to be prepared
27 in the course of administering disbursements from the Net Settlement Amount, and any other costs
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1 and fees incurred and/or charged by the Settlement Administrator in connection with the execution
2 of its duties under this Agreement (“Settlement Administration Costs”), shall be paid to the
3 Settlement Administrator from the Gross Settlement Amount. The Settlement Administrator’s
4 costs shall not exceed Ten Thousand Six Hundred Seventy Five Dollars (\$10,675.00).

5 **Section 3.03: Notice to Class Members**

6 No later than 10 days after the Preliminary Approval Date, Defendants will provide the
7 Settlement Administrator with a “Class List” based on its business records, identifying the names
8 of the Class Members, their last known home addresses, Social Security numbers or as applicable,
9 other taxpayer identification number, and their dates of employment.

10 Within 21 days after the Preliminary Approval Date, the Settlement Administrator shall
11 update the addresses using the United States Postal Service’s NCOALink system and mail the
12 Notice Packet by first-class United States mail to each Class Member. The Notice Packet will
13 consist of the Notice attached hereto as Exhibit “A”, the Request for Exclusion attached here to as
14 Exhibit “B” and the Dispute Form attached hereto as Exhibit “C.”

15 With respect to those Class Members whose Notice Packet is returned to the Settlement
16 Administrator as undeliverable on or before the end of the 45-day period commencing on the date
17 the Settlement Administrator initially mails the Notice of Proposed Class Action Settlement to the
18 Class Members, the Settlement Administrator shall promptly (within 5 days) attempt to obtain a
19 valid mailing address by performing a search on LexisNexis or comparable consumer records
20 databases based on set criteria and, if another address is identified, shall mail the Notice Packet to
21 the newly identified address. For those Notice Packets that are re-mailed, notwithstanding
22 anything to the contrary herein, the deadline by which a Class Member may opt out, object or
23 dispute the workweeks in the Notice Packet shall be extended by 7 days.

24 No later than 28 days prior to the Final Fairness and Approval Hearing, the Settlement
25 Administrator shall provide Class Counsel and Defense Counsel with a declaration attesting to
26 completion of the notice process, including any attempts to obtain valid mailing addresses for and
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1 re-sending of any returned Notice Packets, as well as the number of valid opt-outs that the
2 Settlement Administrator received.

3 Compliance with the procedures described in this Section 3.03 shall constitute due and
4 sufficient notice to Class Members of this proposed Settlement and the Final Fairness and
5 Approval Hearing and shall satisfy the requirement of due process. Nothing else shall be required
6 of, or done by, the Parties, Class Counsel, Defense Counsel, or the Settlement Administrator to
7 provide notice of the proposed Settlement and the Final Fairness and Approval Hearing.

8 **Section 3.04: Responses to Notice**

9 Class Members are not required to submit claim forms for their share of the Net Settlement
10 Amount.

11 **a. Disputes**

12 If any Class Member disagrees with Defendants' records as to the dates of employment as
13 reflected in the Notice Packet, the Class Member shall fill out the Dispute Form completely, setting
14 forth the dates he or she claims to have worked as an hourly employee in California for Defendants
15 during the Class Period and any supporting documentation, and submit it to the Settlement
16 Administrator postmarked by no later than 45 days after the date the Settlement Administrator
17 initially mails the Notice of Proposed Class Action Settlement to the Class Members. The
18 Settlement Administrator shall contact the Parties regarding the dispute, and the Parties will work
19 in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement
20 Administrator will be the final arbiter of the number of weeks worked by the Class Member during
21 the Class Period based on the information provided to it.

22 **b. Requests for Exclusion from Class**

23 By entering into this Agreement, Plaintiff agrees he is not requesting exclusion from the
24 Class. In order for any other Class Member to validly exclude himself or herself from the Class
25 and this Settlement (*i.e.*, to validly opt out), the Class Member must fully complete a written
26 request for exclusion (Exhibit B) form. The Request for Exclusion form must be signed by the
27 Class Member or the Class Member's authorized representative, and must be sent to the Settlement
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1 Administrator, postmarked by no later than 45 days after the date the Settlement Administrator
2 initially mails the Notice of Proposed Class Action Settlement to the Class Members. The Notice
3 of Proposed Class Action Settlement shall contain instructions on how to opt out and a copy of the
4 Request for Exclusion form. The date of the mailing of the Notice of Proposed Class Action
5 Settlement, and the date the signed request for exclusion was postmarked, shall be conclusively
6 determined according to the records of the Settlement Administrator. Any Class Member who
7 timely and validly requests exclusion from the Class and this Settlement will not be entitled to any
8 Individual Settlement Payment, will not be bound by the terms and conditions of this Agreement,
9 and will not have any right to object, appeal, or comment thereon. The Settlement Administrator
10 will not accept any single Request for Exclusion for multiple Class Members or any group of Class
11 Members—any Class Member who submits a Request for Exclusion must do so on an individual
12 basis. PAGA Group Members cannot opt out of the PAGA Settlement, and will remain bound by
13 the Released PAGA Claims and receive a check for their individual portion of the PAGA
14 Settlement.

15 **c. Objections to Settlement**

16 By entering into this Agreement, Plaintiff agrees he is not objecting to this Agreement. In
17 order for any other Class Member to object to this Agreement, or any term of it, the person making
18 the objection must not submit a request for exclusion (*i.e.*, must not opt out), and must, by no later
19 than 45 days after the Notice of Proposed Class Action Settlement was initially mailed to the Class
20 Members, submit to the Settlement Administrator, a written statement of the factual and legal
21 grounds of the objection, signed by the objecting Class Member or the Class Member's attorney,
22 along with all supporting papers. The Notice of Proposed Class Action Settlement shall contain
23 instructions on how to object. The date of mailing of the Notice of Proposed Class Action
24 Settlement to the objecting Class Member shall be conclusively determined according to the
25 records of the Settlement Administrator. The Court retains final authority with respect to the
26 consideration and admissibility of any Class Member objections.

Counsel for the Parties shall file any response to any objections submitted by objecting Class Members at least five court days before the date of the Final Fairness and Approval Hearing.

Notwithstanding anything to the contrary herein, the Court will hear from any Class Member who attends the Final Fairness and Approval Hearing and requests to speak about his or her objection.

d. Failure to Object

Any Class Member who fails to timely file and serve a written objection as required by Section 3.04(c) and who fails to attend the Final Fairness and Approval Hearing and speak about his or her objection shall be foreclosed from making any objection to this Settlement, unless otherwise ordered by the Court.

e. Encouragement of Class Members

The Parties to this Agreement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to opt out of this Settlement, or to object to it.

f. Right of Defendants to Void Agreement

If more than five percent (5%) of Class Members make a valid request to be excluded from the Class as described in Section 3.04(b) above and thus become Non-Participating Class Members, Defendants will have the right, but not the obligation, to void the Agreement. If Defendants exercise that right to void the Agreement, then the Parties will have no further obligations under the Agreement, including any obligation by Defendants to pay the Gross Settlement Amount or any portion of it, or any amounts that otherwise would have been owed under this Agreement, except that Defendants will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that Defendants exercise their right to void the Agreement. Defendants will notify Plaintiff, Class Counsel, and the Court whether they are exercising this right to void the Agreement not later than 7 days after the Settlement Administrator notifies the Parties of the final total number of valid requests to be excluded.

g. Right to Pro-rata Increase

1 Defendants and Plaintiff agree that, during the settlement negotiations, the Gross
2 Settlement Amount was determined in part based on Defendants' representation that there were
3 approximately 19,073 workweeks in the Class Period as of the date of the Parties' execution of the
4 Memorandum of Understanding. The Parties have agreed that if the number of workweeks
5 exceeds 20,027 workweeks, as of the date of preliminary approval, then Defendants shall increase
6 the Gross Settlement Amount of a pro-rata basis based on the number of workweeks that exceed
7 20,027 (determined by dividing \$250,000 by 19,073).

8 **Section 3.05: Final Fairness and Approval Hearing**

9 On the date set forth in the Order for Preliminary Approval and Notice of Proposed Class
10 Action Settlement, a Final Fairness and Approval Hearing shall be held before the Court in order to
11 (1) review this Agreement and determine whether the Court should give it final approval, and
12 (2) consider any timely objections made pursuant to Section 3.04(c) above and all responses by the
13 Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall ask the
14 Court to give final approval to this Agreement and shall submit to the Court a Proposed Final
15 Order Approving Settlement of Class Action, which the Parties shall jointly agree upon in advance
16 and which shall be entered in the Action.

17 **a. Vacating, Reversal, or Material Modification on Appeal or Review**

18 If, after a notice of appeal or a petition for a writ of *certiorari* or any other motion, petition,
19 or application, the reviewing court vacates, reverses, or modifies the Final Order such that there is
20 a material modification to the Settlement, and that court's decision is not completely reversed and
21 the Final Order is not fully affirmed on review by a higher court, then Plaintiff and Defendants will
22 each have the right to void the Settlement, which the Parties must do by giving written notice to the
23 other Parties, the reviewing court, and the Court not later than 14 days after the reviewing court's
24 decision vacating, reversing, or materially modifying the Final Order becomes final. A vacation,
25 reversal, or modification of the Court's award of an Enhancement or Class Counsel's fees or costs
26 will not constitute a vacation, reversal, or material modification of the Final Order within the
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1 meaning of this paragraph, provided that Defendants' obligation to make payments remains limited
2 as set forth in this Agreement.

3 **Section 3.06: Settlement Payment Procedures**

4 **a. Settlement Amount**

5 In exchange for the releases set forth in this Agreement, Defendants agree to pay no more
6 than the Gross Settlement Amount, under the Settlement embodied by this Agreement, in the
7 amount of Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00). The Gross
8 Settlement Amount includes Class Counsel's attorneys' fees and costs, an Enhancement for
9 Plaintiff, the PAGA Penalties of Twelve Thousand Five Hundred dollars (\$12,500.00) including
10 the payment of Nine Thousand Three Hundred Seventy Five dollars (\$9,375.00) of that PAGA
11 penalty to the LWDA, the Settlement Administration Costs, employee tax withholdings applicable
12 to the Net Settlement Amount allocated to wages, and the Individual Settlement Payments to
13 Participating Class Members and members of the PAGA Group. Under no circumstances will
14 Defendants be required to pay more than the Gross Settlement Amount pursuant to the terms set
15 forth in this Agreement, except that Defendants will be required to pay the employer's share of
16 payroll taxes outside of and in addition to the Gross Settlement Amount. The amounts agreed to be
17 paid for Class Counsel's attorney's fees, reimbursement of Class Counsel's costs, the Enhancement
18 payments to Plaintiff, and the PAGA Penalties to the LWDA, were separately negotiated. If Class
19 Counsel's attorney's fees, reimbursement of Class Counsel's costs, the Enhancement payment to
20 Plaintiff, and/or the PAGA penalty payment to the LWDA are reduced, the difference between the
21 amounts set forth in this Agreement and the reduced amounts awarded will become part of the Net
22 Settlement Amount. This is a non-reversionary settlement.

23 **b. Payment of Attorneys' Fees and Costs**

24 Class Counsel shall submit an application for an award of attorneys' fees in an amount not
25 to exceed 33.33 percent of the Gross Settlement Amount, or Eighty-Three Thousand Three
26 Hundred Thirty-Three Dollars And Thirty-Three Cents (\$83,333.33) and Class Counsel's
27 reasonable costs of up to Fifteen Thousand Dollars (\$15,000.00). Such application for attorneys'
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1 fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendants
2 shall not object to or oppose any such application in these amounts. Subject to Court approval,
3 Class Counsel will be paid up to a total of Ninety-Eight Thousand Three Hundred Thirty Three
4 Dollars and Thirty-Three Cents (\$98,333.33), collectively, as attorneys' fees and costs. In no event
5 will Defendants be liable to Class Counsel for their attorneys' fees and costs for any amount other
6 than awarded by the Court as part of the Class Counsel award, and in no event greater than the
7 amounts set forth in this paragraph. Class Counsel shall serve Defendants with copies of all
8 documents submitted in support of their application for an award of attorneys' fees and costs.

9 Any fees and costs awarded by the Court shall be paid from the Gross Settlement Amount
10 and shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class
11 Counsel approved by the Court shall encompass all work performed, costs, and expenses related to
12 the investigation, prosecution, and settlement of the Action incurred through the Date of Finality.
13 Any fees and costs not approved by the Court (or requested by Class Counsel, as the case may be)
14 will become part of the Net Settlement Amount for distribution to Class Members.

15 The Court-ordered attorneys' fees and litigation costs shall be due and payable no later than
16 30 days after the Funding Date, unless there are objections to the settlement, in which case
17 payment will not be made until after the Date of Finality. The Settlement Administrator will issue
18 a Form 1099 to Class Counsel.

19 **c. Payment of Settlement Administration Costs**

20 The Settlement Administration Costs shall be paid up to \$10,675 out of the Gross
21 Settlement Amount to perform the services attendant to administration as set forth herein and shall
22 not constitute payment to any Class Member(s). All costs of administering the Settlement,
23 including, but not limited to, all tax obligations, custodial fees, and accounting fees incurred by the
24 Settlement Administrator

25 ; all costs and fees associated with preparing, translating, tracking, issuing, and mailing any
26 and all notices to Class Members; all costs and fees associated with computing, processing,
27 reviewing, issuing, and paying the Enhancement Amount, the Net Settlement Amount, interest,
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1 taxes, and any other payments to be made under this Agreement; all costs and fees associated with
2 preparing any tax returns and any other filings required by any governmental taxing authority or
3 agency; all costs and fees associated with preparing any other notices, reminders, reports, or filings
4 to be prepared in the course of administering disbursements under this Agreement; and any other
5 costs and fees incurred and/or charged by the Settlement Administrator in connection with the
6 execution of its duties under this Agreement, shall be paid from the Gross Settlement Fund. The
7 Settlement Administrator costs shall be payable no later than 10 days after the Funding Date.

8 **d. Payment of Enhancement to Plaintiff**

9 Subject to Court approval, the Plaintiff shall receive an Enhancement of up to Seven
10 Thousand Five Hundred Dollars (\$7,500.00). The Enhancement shall be paid by check made
11 payable to Plaintiff, which shall be delivered to the Plaintiff by the Settlement Administrator no
12 later than 30 days after the Funding Date, unless there are objections to the settlement, in which
13 case payment will not be made until after the Date of Finality. The Enhancement shall be paid out
14 of the Gross Settlement Amount and shall not constitute payment to any Class Member(s) other
15 than Plaintiff.

16 Because it is the intent of the Parties that the Enhancement represents payment to Plaintiff
17 for his service to the Class Members, and not wages, the Settlement Administrator will not
18 withhold any taxes from the Enhancement. The Enhancement will be reported on a Form 1099,
19 which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing authorities
20 as required by law. Although it is the intention of the Parties that the Enhancement does not
21 represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other
22 taxing authority may take the position that some or all of the Enhancement constitutes
23 compensation for income tax and withholding purposes. Plaintiff agrees to assume the
24 responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board,
25 and any other relevant taxing authority the amounts required by law, if any, to be withheld by
26 Defendants from the Enhancement paid under this Agreement. In addition, Plaintiff shall hold
27 Defendants harmless and indemnify Defendants for all taxes, interest, penalties, and costs,

1 including attorneys' fees, incurred by Defendants by reason of any claims relating to the non-
2 withholding of taxes from the Enhancement. Plaintiff acknowledges that Class Counsel and
3 Defense Counsel are not providing tax advice to Plaintiff by informing him that tax payments will
4 not be withheld from any Enhancement paid to Plaintiff pursuant to this Agreement or mentioning
5 potential taxing authorities.

6 **e. Payment to the LWDA and the PAGA Group**

7 Twelve Thousand Five Hundred Dollars (\$12,500.00) will be paid from the Gross
8 Settlement Amount for settlement and release of any and all claims set forth in the FAC for which
9 penalties under PAGA may be sought or are otherwise available to any member of the PAGA
10 Group, as the PAGA Penalty Payment. Pursuant to the express requirements of Labor Code
11 section 2699(i), the PAGA Penalty Payment shall be allocated as follows: Nine Thousand Three
12 Hundred Seventy-Five Dollars (\$9,375.00) (75%) to the LWDA for the enforcement of labor laws
13 and education of employers, and Three Thousand One Hundred Twenty-Five Dollars (\$3,125)
14 (25%) for distribution to the PAGA Group based on the number of workweeks the PAGA Group
15 member worked during the PAGA Period for Defendants in California as an hourly employee.

16 To arrive at a PAGA Workweek Value, the PAGA Penalty Amount for distribution will be
17 divided by the total number of workweeks worked by all PAGA Group Members during the PAGA
18 Period. The PAGA Workweek Value will be used to calculate the minimum amount each PAGA
19 Group member will receive based on the number of workweeks each individual PAGA Group
20 member worked during the PAGA Period. If a PAGA Group Member worked any day during a
21 workweek, it will be counted as a workweek for purposes of calculating the PAGA Individual
22 Payment.

23 No later than 30 days after the Funding Date, unless there are objections to the settlement,
24 in which case payment will not be made until after the Date of Finality, the Settlement
25 Administrator will pay to the LWDA Nine Thousand Three Hundred Seventy-Five Dollars
26 (\$9,375.00) as the LWDA's share of the settlement of the PAGA Penalties, which the Parties
27 believe in good faith is a fair and reasonable apportionment.

PAGA Individual Payments shall be paid by the Administrator to the members of the PAGA Group within 30 days of the Funding Date. PAGA Individual Payments will be paid to PAGA Group members, as applicable, in their Individual Settlement Payment checks.

All PAGA Individual Payments will represent penalties for which a Form 1099 will be issued.

f. Payment of Individual Settlement Payments to Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments to Class Members. The Parties agree that the Net Settlement Amount shall be divided between all Class Members based on the number of workweeks they worked for Defendants in California during the Class Period as hourly employees.

To arrive at a Workweek Value, the Net Settlement Amount will be divided by the total number of workweeks worked by all Class Members during the Class Period. The Workweek Value will be used to calculate the minimum amount each Class Member will receive based on the number of workweeks each individual Class Member worked during the Class Period. If a Class Member worked any day during a workweek, it will be counted as a workweek for purposes of calculating the Individual Settlement Payment.

Each Individual Settlement Payment will represent wages, interest and penalties allocated using the following formula: thirty-three and one-third percent (33-1/3%) allocated to wages and sixty-six and two-thirds percent (66-2/3%) allocated to penalties and interest.

Based on business records for each Participating Class Member provided by Defendants to the Settlement Administrator, no later than 7 days after the Funding Date, the Settlement Administrator shall calculate: (a) the Net Settlement Amount, (b) the Individual Settlement Payment for each Class Member based on the formula specified above, (c) the individual PAGA Penalty Payment each PAGA Group Member based on the formula in subsection 3.06(e) above, (d) the amount of the Individual Settlement Payments to be allocated to wages, interest and penalties based on the formula specified above, and (e) Defendants' share of payroll taxes applicable to the Net Settlement Amount.

1 No later than 15 days after the Funding Date, unless there are objections to the settlement,
2 in which case payment will not be made until after the Date of Finality, Defendants will pay their
3 share of related employer payroll taxes.

4 No later than 30 days after the Funding Date, unless there are objections to the settlement,
5 in which case payment will not be made until after the Date of Finality, the Settlement
6 Administrator shall prepare and mail the checks for the Individual Settlement Payments (including
7 any applicable PAGA Individual Payment) to Participating Class Members. Individual Settlement
8 Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable
9 payroll withholdings and deductions, and the Settlement Administrator will issue a Form W-2 for
10 the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a
11 Form 1099 to the extent required by law for the interest and penalty portions of the Individual
12 Settlement Payments and PAGA Payments. The Settlement Administrator also will be responsible
13 for forwarding all payroll tax withholdings and PAGA penalties to the appropriate government
14 authorities. The Settlement Administrator shall remit to the applicable government agencies
15 sufficient amounts as may be owed by Defendants as an employer for payroll taxes, including
16 FICA, FUTA and SDI taxes on the wage portion of the Individual Settlement Payments.

17 Class Members shall have 180 days from the date their Individual Settlement Payment
18 checks (including any applicable PAGA Individual Payment) are dated to cash their settlement
19 checks. If a check is returned to the Settlement Administrator as undeliverable, the Settlement
20 Administrator shall promptly attempt to obtain a valid mailing address by performing a search on
21 LexisNexis databases or comparable search, based on set criteria and, if another address is
22 identified, shall mail the check to the newly identified address. After 180 days, those amounts
23 from any settlement checks that remain uncashed shall escheat to the State Controller's Unclaimed
24 Property Fund in the Participating Class Member's name. Class Members who fail to negotiate
25 their check(s) shall remain subject to the terms of their release, the Stipulation, and Judgment,
26 unless the Class Member previously submitted a Request for Exclusion.

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1 **Section 4.02: Non-Evidentiary Use**

2 Whether or not the Date of Finality occurs, neither this Agreement nor any of its terms nor
3 the Settlement itself will be: (a) construed as, offered, or admitted in evidence as, received as, or
4 deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties,
5 including but not limited to, evidence of a presumption, concession, indication, or admission by
6 any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
7 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
8 proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except
9 for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to
10 establish that a Class Member has resolved any of the Class Member's claims released through this
11 Agreement. Notwithstanding the foregoing, the Parties agree that nothing in this Agreement will
12 limit any Party's obligation to respond as required by applicable law to any service of legal process
13 to obtain information about the Agreement, and nothing in this Agreement can preclude the
14 possibility that a third party could obtain this Agreement from public records and subsequently
15 seek to offer the Agreement into evidence in some other proceeding.

16 **Section 4.03: Nullification**

17 The Parties have agreed to the certification of the Class encompassing all claims pled in the
18 FAC filed in this Action for the sole purpose of effectuating this Agreement. If (a) the Court
19 should for any reason fail to certify this class for settlement, or (b) the Court should for any reason
20 fail to approve this Settlement in the form agreed to by the Parties, or (c) the Court should for any
21 reason fail to enter the Final Order, or (d) the Final Order is reversed, modified, or declared or
22 rendered void, or (e) the Court should for any reason fail to dispose of the action in its entirety,
23 then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the
24 related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement
25 shall stand in the same position, without prejudice, as if the Agreement had been neither entered
26 into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class
27 certification of all causes of action pled in the Action as part of the Settlement will have no bearing
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on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in this Action or any other action, and in any of those events, Defendants expressly reserve the right to oppose certification of the Class.

Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties subsequently shall agree in writing that the remaining provisions shall remain in full force and effect.

In the event of a timely appeal from the Final Order, the Final Order shall be stayed, and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

ARTICLE V

RELEASES

Section 5.01: Releases by Class Members

On the Date of Finality and upon payment of all sums owed herein by Defendant, Plaintiff and all other Class Members, except those other Class Members who made a valid request to be excluded from the Class as described in Section 3.04(b) above and thus became Non-Participating Class Members, shall be bound by this Agreement. Notwithstanding the submission of any timely Request for Exclusion, all PAGA Group members will be bound by the settlement under the Final Approval Order and Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

Section 5.02: Release of All Claims as To All Class Members

In exchange for the consideration recited in this Agreement, each Class Member, including Plaintiff but excluding Non-Participating Class Members, on behalf of themselves, and on behalf of all who claim by and through them, or in their stead, do hereby fully, finally, and forever settle and release all of the Released Claims. The Released Claims include all causes of action and allegations that were alleged in the First Amended Complaint on file in the Action, and those claims that could have been alleged based upon the facts alleged in the First Amended Complaint. This includes, without limitation, claims and causes of action for (1) failure to pay minimum wages, (2) failure to pay overtime wages; (3) failure to provide lawful meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay wages upon separation; (6) failure to

1 furnish accurate itemized wage statements; (7) violation of the unfair competition law based upon
2 the claims and facts alleged in the First Amended Complaint, and (8) any claims and causes of
3 action arising under California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 221-224,
4 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1195, 1197, 1198,
5 applicable IWC California Wage Orders and California Code of Regulations, Title 8, section 11000
6 et seq. The period of the Release shall extend to the date that the Court enters the order granting
7 preliminary approval of the settlement. The res judicata effect of the Judgment will be the same as
8 that of the Release.

9 Plaintiff and the Settlement Class Members may hereafter discover facts or legal arguments
10 in addition to or different from those they now know or currently believe to be true with respect to
11 the claims, causes of action and legal theories of recovery in this Action which are the subject
12 matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in
13 no way limit the scope or definition of the Released Claims, and by virtue of this Agreement,
14 Plaintiff and the Settlement Class Members shall be deemed to have, and by operation of the final
15 judgment approved by the Court, shall have, fully, finally, and forever settled, and released all of
16 the Released Claims as defined in this Agreement.

17 **Section 5.03: Plaintiff's General Release**

18 On the date of Finality and upon payment of all sums owed by Defendants as set forth
19 herein, in addition to the claims being released by all Participating Class Members, Plaintiff will
20 provide the following additional release: Plaintiff fully and finally releases Defendants from all
21 claims, demands, rights, liabilities and causes of action of every nature and description whatsoever,
22 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for
23 violation of any state or federal statute, rule or regulation arising out of, relating to, or in
24 connection with any act or omission by or on the part of any of the Defendants, including but not
25 limited to any claims arising out of or related to Plaintiff's employment, wages, hours, or working
26 conditions with Defendants or the separation of his employment with Defendants, committed or
27 omitted prior to the date of Final Order except as limited herein. This additional release includes
28

1 all known and unknown claims. This release expressly excludes any worker's compensation claim
2 the Plaintiff may have.

3 **Section 5.04: Plaintiff's Release of Unknown Claims**

4 As to the General Release set forth in Section 5.03, Plaintiff acknowledges that he has had
5 the opportunity to review and has reviewed California Civil Code section 1542, which provides:

6 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
7 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
8 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
9 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD**
10 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
11 **THE DEBTOR OR RELEASED PARTY.**

12 Being fully informed of this provision of the California Civil Code and understanding its
13 provisions, Plaintiff agrees to waive any rights under Section 1542, and acknowledges that this
14 Agreement and the release contained herein extends to all claims that he has or might have
15 against the persons and entities released, including those which are presently unknown to them.

16 **Section 5.05: Release of All Claims as to the PAGA Group**

17 In exchange for the consideration recited in this Agreement, each PAGA Group Member,
18 on behalf of themselves, and on behalf of all who claim by and through them, or in their stead, do
19 hereby fully, finally, and forever settle and release all of the Released PAGA Claims. The Released
20 PAGA Claims include any civil penalty claims under the Private Attorneys General Act, California
21 Labor Code sections 2698-2699.5, et seq. ("PAGA"), predicated on the causes of action and factual
22 or legal theories and allegations that were alleged in the First Amended Complaint on file in the
23 Action, and those claims that could have been alleged based upon the facts alleged in the First
24 Amended Complaint. This includes, without limitation, all claims for penalties for (1) failure to
25 pay minimum wages, (2) failure to pay overtime wages; (3) failure to provide lawful meal periods;
26 (4) failure to authorize and permit rest periods; (5) failure to timely pay wages upon separation; (6)
27 failure to furnish accurate itemized wage statements; (7) violation of the unfair competition law
28 based upon the claims and facts alleged in the First Amended Complaint, and (8) any claims and
causes of action arising under California Labor Code sections 201, 202, 203, 204, 218.5, 218.6,

221-224, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1195, 1197, 1198, applicable IWC California Wage Orders based on the primary rights of those statutes and Wage Orders, irrespective of the theory of recovery alleged. It is understood that individuals who are PAGA Group Members will not have the opportunity to opt out of, or object, to the Released PAGA Claims. Further, individuals who are PAGA Group Members are bound by the Release of the PAGA Claims set forth herein regardless of whether they cash their Individual Settlement Payment checks.

Section 5.06: Inapplicability of California Labor Code Section 206.5

The Class Members, including Plaintiff, shall be deemed to have acknowledged and agreed that their claims for wages and/or penalties and/or any other recovery in this Action are disputed, and that the payments to them set forth in this Agreement constitute payment of all sums allegedly due to them from the Action. The Class Members, including Plaintiff, shall be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to any such payments. That section provides in pertinent part as follows: “No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.” Each Releasing Class Member shall be deemed to have made the foregoing Release as if by manually signing it.

Section 5.07: No Additional Attorneys’ Fees or Costs

Except for the attorneys’ fees and costs set forth in this Agreement, the Parties agree to bear their own attorneys’ fees and costs related to this Action.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01: Amendments or Modification

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

1 **Section 6.02: Assignment**

2 None of the rights, commitments, or obligations recognized under this Agreement may be
3 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express
4 written consent of each other Party and their respective counsel. The representations, warranties,
5 covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under
6 this Agreement and shall not be construed to confer any right or to avail any remedy to any other
7 person.

8 **Section 6.03: Governing Law**

9 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
10 shall be determined, in accordance with the laws of the State of California, irrespective of the State
11 of California's choice of law principles.

12 **Section 6.04: Entire Agreement**

13 This Agreement, including the Exhibits referred to herein, which form an integral part
14 hereof, contains the entire understanding of the Parties hereto with respect of the subject matter
15 contained herein. In case of any conflict between text contained in Articles I through VI of this
16 Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through
17 VI) shall be controlling. There are no restrictions, promises, representations, warranties,
18 covenants, or undertakings governing the subject matter of this Agreement other than those
19 expressly set forth or referred to herein. This Agreement supersedes all prior agreements and
20 understandings among the Parties hereto with respect to the settlement of the Action, including
21 correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or
22 proposals.

23 **Section 6.05: Waiver of Compliance**

24 Any failure of any Party, Class Counsel, or Defense Counsel hereto to comply with any
25 obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the
26 extent permitted under applicable law, by the Party or Parties and their respective counsel hereto
27 entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to
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insist upon strict compliance with any obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.06: Counterparts and Fax/PDF Signatures

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

Section 6.07: Attorneys' Fees and Costs

No Class Member or Class Counsel or any other attorney acting for any Class Member may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement Amount except as expressly provided herein.

Section 6.08: Meet and Confer Regarding Disputes

Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

Section 6.09: Agreement Binding on Successors

This Agreement will be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

Section 6.10: Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

Section 6.11: Fair Settlement

Plaintiff, Defendants, Class Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this

1 Agreement through arm's-length negotiation with the aid of a neutral mediator, taking into account
2 all relevant factors, current and potential, and is consistent with public policy, and fully complies
3 with applicable provisions of law. This Agreement was reached in the context of adversarial
4 litigation, taking into account all relevant factors, present and potential. The Parties further
5 acknowledge that they are each represented by competent counsel and that they have had an
6 opportunity to consult with their counsel regarding the fairness and reasonableness of this
7 Agreement.

8 **Section 6.12: Headings**

9 The descriptive heading of any section or paragraph of this Agreement is inserted for
10 convenience of reference only and does not constitute a part of this Agreement and shall not be
11 considered in interpreting this Agreement.

12 **Section 6.13: Notice**

13 All notices, demands, or other communications given under this Agreement must be in
14 writing and addressed as follows:

15 *To Plaintiff and the Class:*

16 JAMES HAWKINS APLC
17 James R. Hawkins
Christina M. Lucio
9880 Research Drive, Suite 200
18 Irvine, California 92618
Telephone: (949) 387-7200
19 Facsimile: (949) 387-6676

20 and

21 *To Defendants:*

22 BAKER & HOSTETLER LLP
Sabrina L. Shadi, SBN 205405
23 shsadi@bakerlaw.com
11601 Wilshire Boulevard, Suite 1400
24 Los Angeles, CA 90025
Telephone: 310.820.8800
25 Facsimile: 310.820.8859
26
27
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1 **Section 6.14: Enforcement of Settlement and Continuing Court Jurisdiction**

2 To the extent consistent with class action procedure, this Agreement shall be enforceable by
3 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of
4 Court 3.769(h). The Disposition entered by the Court will not adjudicate the merits of the Action
5 or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to
6 adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the
7 Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members,
8 to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

9 **Section 6.15: Mutual Full Cooperation**

10 The Parties agree fully to cooperate with each other to accomplish the terms of this
11 Agreement, including but not limited to execution of such documents, and to take such other action
12 as may reasonably be necessary to implement the terms of this Agreement. The Parties to this
13 Agreement shall use their best efforts, including all efforts contemplated by this Agreement, to
14 effectuate this Agreement and the terms set forth herein. In the event the Parties are unable to
15 reach agreement on the form or content of any document needed to implement the Settlement, or
16 on any supplemental provisions that may become necessary to effectuate the terms of the
17 Settlement, the Parties agree to seek the assistance of the Court.

18 **Section 6.16: Binding Agreement**

19 The Parties warrant that they understand and have full authority to enter into this
20 Agreement, and further intend that this Agreement will be fully enforceable and binding on all
21 Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce
22 its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
23 under federal or state law.

24 **Section 6.17: No Reliance on Representations**

25 The Parties have made such investigation of the facts and the law pertaining to the matters
26 described herein and to this Agreement as they deem necessary, and have not relied, and do not
27 rely, on any statement, promise, or representation of fact or law, made by any of the other parties,
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1 or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or
2 asserted rights, or with regard to the advisability of making and executing this Agreement, or with
3 respect to any other matters. No representations, warranties, or inducements have been made to
4 any party concerning this Agreement.

5 **Section 6.18: No Collateral Attack**

6 This Agreement shall not be subject to collateral attack by any Class Member or any
7 recipient of the Notice of Proposed Class Action Settlement after the Final Order. Such prohibited
8 collateral attacks shall include but not be limited to claims that the Class Member failed for any
9 reason to receive timely notice of the procedure for disputing the calculation of the Class
10 Member's Individual Settlement Payment.

11 **Section 6.19: Circular 230 Disclaimer.**

12 EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE
13 "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN
14 THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND
15 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
16 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
17 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY
18 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
19 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
20 TREASURY DEPARTMENT CIRCULAR 230 (31 C.F.R. PART 10, AS AMENDED); (2) THE
21 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
22 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
23 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
24 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY,
25 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED
26 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR
27 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
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1 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER
2 TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
3 CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES
4 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
5 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
6 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
7 CONTEMPLATED BY THIS AGREEMENT.

8 **Section 6.20:** All Terms Subject to Final Court Approval. All amounts and procedures
9 described in this Settlement Agreement will be subject to final Court approval.

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12 **[SIGNATURE PAGES TO FOLLOW]**
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5 **EXECUTION BY PARTIES AND COUNSEL**

6 The Parties and their counsel hereby execute this Agreement.

7
8
9 Dated: January 25, 2022

RONDI BRYSON

10
11
12 By: *Rondi Bryson*
Rondi Bryson (Jan 25, 2022 21:27 GMT)

13 Rondi Bryson
14 Plaintiff

15
16 Dated: January __, 2022

MADAME TUSSAUDS HOLLYWOOD, LLC, and MERLIN
ENTERTAINMENT GROUP U.S. HOLDINGS INC

17
18
19 By: _____
[Name of Signor: _____]
20 [Title: _____]

21
22
23 Dated: January 24, 2022

JAMES HAWKINS APLC

24
25 By: *Christina M. Lucio*
26 James R. Hawkins
Christina M. Lucio

27 Attorneys for Plaintiff and the Class

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4
5 **EXECUTION BY PARTIES AND COUNSEL**

6 The Parties and their counsel hereby execute this Agreement.

7
8
9 Dated: January __, 2022

RONDI BRYSON

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11
12 By: _____

Rondi Bryson
Plaintiff

13
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15
16 Dated: January __, 2022

MADAME TUSSAUDS HOLLYWOOD, LLC, and MERLIN
ENTERTAINMENT GROUP U.S. HOLDINGS INC

17
18
19 By: _____

[Name of Signor: Gabriel DeBerry]
[Title: HR Director]

20
21
22
23 Dated: January __, 2022

JAMES HAWKINS APLC

24
25 By: _____

James R. Hawkins
Christina M. Lucio

26
27 Attorneys for Plaintiff and the Class

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Dated: February 3, 2022
January __, 2022

BAKER HOSTETLER

By: 
Sabrina L. Shadi, Esq.

Attorneys for Defendants
MADAME TUSSAUDS HOLLYWOOD, LLC, and
MERLIN ENTERTAINMENT GROUP U.S. HOLDINGS
INC

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PROOF OF SERVICE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

STIPULATED AGREEMENT TO SETTLE INDIVIDUAL AND CLASS CLAIMS

SERVICE LIST

*Attorneys for Defendant
MADAME TUSSAUDS HOLLYWOOD, LLC;
MERLIN ENTERTAINMENT GROUP U.S.
HOLDINGS INC.*

Executed on February 3, 2022, at Irvine, California.


Jocelyn Mateo

EXHIBIT 2

FIRST ADDENDUM TO
PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AND RELEASE AGREEMENT

Rondi Bryson v. Madame Tussauds Hollywood, LLC
Los Angeles County Superior Court Case No. 19STCV33514

This First Addendum (“Addendum”) to the Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement and Release Agreement executed on or around February 3, 2022 (“Settlement Agreement”), Exhibit 1 hereto, is made and entered into by and between Madam Tussauds Hollywood LLC (“Defendant”) and Plaintiff Rondi Bryson (“Plaintiff”), for himself and all Aggrieved Employees and on behalf of the State of California.

The parties agree that Article V, Releases, Section 5.05 Release of All Claims as to the PAGA Group shall be amended and modified as follows:

“In exchange for the consideration recited in this Agreement, each PAGA Group Member, on behalf of themselves, and on behalf of all who claim by and through them, or in their stead, do hereby fully, finally, and forever settle and release all of the Released PAGA Claims. The Released PAGA Claims are limited to any civil penalty claims under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”) predicated on the facts alleged in the First Amended Complaint and the LWDA Notice filed in this Action. This includes, without limitation, all claims for penalties for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide lawful meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay wages upon separation; (6) failure to furnish accurate wage statements; (7) violation of the unfair competition law based upon the claims and facts alleged in the First Amended Complaint, and (8) any claims and causes of action arising under California Labor Code

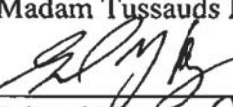
sections 201, 202, 203, 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1195, 1197, 1198, applicable IWC California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*, based on the primary rights of those statutes, Wage Orders, and Regulations irrespective of the theory of recovery alleged. It is understood that individuals who are PAGA Group Members will not have the opportunity to opt out of, or object, to the Released PAGA Claims. Further, individuals who are PAGA Group Members are bound by the Release of the PAGA Claims set forth herein regardless of whether they cash their Individual Settlement Payment checks.”

APPROVED AND ACCEPTED.

Dated: 02/14/2022

By: 
Rondi Bryson (Feb 15, 2022 06:59 GMT)
Rondi Bryson

Dated: February 14, 2022

Madam Tussauds Hollywood, LLC
By: 
Printed Name: Gabriel Y DeBerry
Title: Human Resource Director

APPROVED AS TO FORM ONLY

Dated: February 15, 2022

JAMES HAWKINS APLC

By: 
JAMES R. HAWKINS
CHRISTINA M. LUCIO
Attorneys for Plaintiff Rondi Bryson

Dated: 2/14/22

BAKER & HOSTETLER, LLP

By Sabrina L. Shadi
SABRINA L. SHADI
Attorney for Defendant Madame
Tussauds Hollywood

EXHIBIT 4

JAMES R. HAWKINS, CA Bar No. 192925
james@jameshawkinsaplc.com
CHRISTINA M. LUCIO, CA Bar No. 253677
christina@jameshawkinsaplc.com
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: 949-387-7200
Facsimile: 949-387-6676

Attorneys for Plaintiff
RONDI BRYSON

Sabrina L. Shadi, SBN 205405
shsadi@bakerlaw.com
BAKER & HOSTETLER LLP
11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025
Telephone: 310.820.8800
Facsimile: 310.820.8859

Attorneys for Defendants
MADAME TUSSAUDS HOLLYWOOD, LLC AND
MERLIN ENTERTAINMENT GROUP U.S.
HOLDINGS INC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

RONDI BRYSON, individually and on behalf of
himself and all others similarly situated,

Plaintiff,
v.

MADAME TUSSAUDS HOLLYWOOD, LLC,
a Delaware Corporation; MERLIN
ENTERTAINMENT GROUP U.S. HOLDINGS
INC; and DOES 1-50, inclusive,

Defendants.

Case No.19STCV33514

[Assigned for all purposes to
Hon. David Cunningham, Dept. SSC 11]

**STIPULATION TO CLARIFY CLASS
DEFINITION AND CONTINUE FINAL
APPROVAL HEARING; [PROPOSED]
ORDER**

Action Filed: September 23, 2019
Trial Date: None

1 WHEREAS, on February 25, 2022, the Court entered an order granting preliminary
2 approval of the parties' class action settlement, effective February 7, 2022;

3 WHEREAS, defendants Madame Tussauds Hollywood, LLC and Merlin Entertainment
4 Group U.S. Holdings Inc. ("Defendants") endeavored in good faith to compile a complete and
5 accurate list reflecting settlement class contact, social security number and workweek counts
6 ("Settlement Class List") to enable the settlement administrator, ILYM Group ("Administrator"),
7 to distribute notices to the settlement class members as provided for in the parties' Stipulated
8 Agreement to Settle Individual and Class Claims ("Settlement Stipulation"); however, Defendants
9 and the Administrator encountered several challenges which caused delays in completing a final
10 Settlement Class List, due to, among other things, gaps in relevant data from the early part of the
11 Class Period, changes in Defendants' personnel involved with compiling the pertinent information
12 and a change in the HRIS used by Defendants.

13 WHEREAS, in order to support the completion of the Settlement Class List, Defendants re-
14 engaged the damages consultant they relied on to help prepare for the mediation in this case such
15 that the consultant could merge data he previously received with data Defendants' current HR and
16 Payroll personnel could provide. Based on analysis performed by Defendants and the consultant,
17 Defendants will be prepared to provide a final Settlement Class List to the Administrator by not
18 later than May 31, 2022, and the Administrator will then be able to proceed with the notice process
19 pursuant to the timeline established in the Settlement Stipulation;

20 WHEREAS, in connection with compiling the Settlement Class List, the parties realized
21 that several months after the parties mediated and reached a settlement agreement in this case,
22 when the two Madame Tussauds locations in California (which are the subject of this lawsuit)
23 resumed operations due to improved COVID-related conditions, Defendants hired new employees
24 who were not intended to be covered by the settlement reached in this case and who Plaintiff
25 wishes to explicitly exclude to avoid dilution of the funds available to the settlement class intended
26 to be covered by the Settlement Stipulation.

1 THEREFORE, IT IS STIPULATED AND AGREED, SUBJECT TO THE APPROVAL
2 OF THE COURT, THAT:

- 3 1. The hearing on the Motion for Final Approval of Class Action Settlement is continued
4 to September 9, 2022 at 9:00 a.m.
- 5 2. The definition of the “Class” in the Settlement Stipulation and on the Class Notice that
6 is to be distributed will be updated to reflect that it does not include individuals hired by
7 Defendants for the first time after the parties mediated and agreed to a memorandum of
8 understanding regarding the settlement of this matter on January 21, 2021.

9
10 Dated: May 19, 2022

JAMES HAWKINS APLC

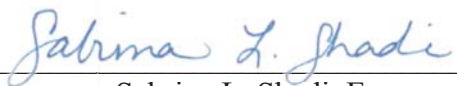
11
12 By:  _____

13 James R. Hawkins
14 Christina M. Lucio

15 Attorneys for Plaintiff and the Class

16
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18 Dated: May 19, 2022

BAKER HOSTETLER

19
20 By:  _____

21 Sabrina L. Shadi, Esq.

22 Attorneys for Defendants
23 MADAME TUSSAUDS HOLLYWOOD, LLC, and
24 MERLIN ENTERTAINMENT GROUP U.S. HOLDINGS
25 INC

1 **[PROPOSED] ORDER**

2 The Court, having reviewed the Parties' Stipulation to Clarify Class Definition and Continue
3 Final Approval Hearing ("Stipulation"), orders as follows:

- 4 1. The Parties' Stipulation is approved.
- 5 2. The hearing on the Motion for Final Approval of Class Action Settlement is
6 continued to September 9, 2022 at 9:00 a.m.
- 7 3. The definition of the "Class" in the Settlement Stipulation and on the Class Notice
8 that is to be distributed will be updated to reflect that it does not include individuals hired by
9 Defendants for the first time after the parties mediated and agreed to a memorandum of
10 understanding regarding the settlement of this matter on January 21, 2021.

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14 **IT IS SO ORDERED.**

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16 Dated: _____

17 By: _____
18 The Honorable David S. Cunningham
19 Judge of the Superior Court
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PROOF OF SERVICE

I am employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 11601 Wilshire Boulevard, Suite 1400, Los Angeles, CA 90025-0509. On May 20, 2022, I served a copy of the within document(s): **STIPULATION TO CLARIFY CLASS DEFINITION AND CONTINUE FINAL APPROVAL HEARING; [PROPOSED] ORDER**

- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ by placing the document(s) listed above in a sealed envelope and affixing a pre-paid air bill in the care and custody of **FEDERAL EXPRESS**, and causing the envelope to be delivered to an agent for delivery on the next business day.
- ☐ by placing document(s) listed above in the care and custody of Ace Attorney Services for personal delivery to the person(s) at the address(es) set forth below. Proof of service to be filed after completion of service.
- ☒ **VIA CASE ANYWHERE:** by electronic service via Case Anywhere for the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

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Attorneys for Plaintiff
RONDI BRYSON

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on May 20, 2022, at Los Angeles, California.

/s/ Hien Tran
Hien Tran

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On November 18, 2022, I served on the interested parties in this action the following document(s) entitled:

[XX] BY CASEANYWHERE: Via electronic filing service provider—electronically transmitting the documents listed above to CaseAnywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court’s Order Authorizing Electronic Service. The transmission(s) was reported as complete and without error to the addresses as stated on the service list below.

Vartan Madoyan, Esq.
Christopher M. Habashy, Esq.
Sabrina Shadi, Esq.
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[X] STATE: I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.


Irma Ceja