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Attorneys for Defendant,
 LIVE NATION WORLDWIDE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

DAVID M. HOPTMAN, an individual, on
 behalf of himself and others similarly situated,

Plaintiff,

v.

LIVE NATION WORLDWIDE, INC.; and
 DOES 1 to 50, inclusive,

Defendants.

CASE NO. 20STCV18776

Judge: Hon. Gregory W Alarcon
 Dept.: 36

~~PROPOSED~~ JUDGMENT
 PURSUANT TO THE PARTIES'
 JOINT STIUPATION OF
 PRIVATE ATTORNEYS
 GENERAL ACT SETTLEMENT
 AND RELEASE AND COURT'S
 NOVEMBER 18, 2021 ORDER
 THEREON

Action Filed: May 18, 2020
 Trial Date: None Set

FILED
 Superior Court of California
 County of Los Angeles

MAY 03 2022

Sherri R. Carter, Executive Officer/Clerk of Court
 By: S. Barrera, Deputy

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

2
3 1. Pursuant to the Parties' Joint Stipulation of Private Attorneys General Act
4 ("PAGA") Settlement and Release ("Settlement Agreement"), judgment is entered in favor of
5 Plaintiff David M. Hoptman ("Plaintiff") and against Defendants Live Nation Worldwide, Inc.,
6 (hereinafter "Live Nation") (collectively, the "Parties") in the amount of Two Hundred Thousand
7 Dollars (\$200,000.00) ("Settlement Amount").

8 2. Plaintiff exhausted all administrative remedies required to bring the PAGA claim
9 asserted in this action and is authorized to act as a private attorney general with respect to the
10 PAGA claim being released under the terms of the Settlement Agreement.

11 3. The California Labor Workforce Development Agency was provided with notice
12 of the Settlement and the motion for approval of the PAGA settlement via its online process and
13 no objection has been received to the settlement or the motion from the Labor Workforce
14 Development Agency.

15 4. The Settlement Amount is to be distributed pursuant to the Joint Stipulation For
16 Order Approving Settlement Pursuant To Labor Code Private Attorneys General Act of 2004
17 (Cal. Lab. Code § 2698 *et seq.*) ("Approval Order"), as follows: (i) Plaintiff's attorneys' fees
18 payment of Seventy Thousand Dollars (\$70,000.00) ("Attorneys' Fees Payment"); (ii) Plaintiff's
19 attorneys' costs payment of Twelve Thousand Dollars (\$12,000) for reimbursement of costs
20 incurred ("Attorneys' Costs Payment"); and (iii) settlement administration costs Six Thousand Five
21 Hundred Dollars (\$6,500.00) to Simpluris, Inc. ("Administration Costs").

22 5. The Net Settlement Amount – which is the amount remaining of the Settlement
23 Amount after deduction of the Attorneys' Fees Payment, Attorneys' Cost Payment, General
24 Release Payment, and Administration Costs – will be distributed as follows: 75% of the Net
25 Settlement Amount will be paid to the LWDA ("LWDA Payment") and 25% will be paid to
26 Covered Employees ("Covered Employees Payments"). The LWDA Payment is Eighty-Three
27 Thousand Six Hundred Twenty Five Dollars (\$83,625.00). The Covered Employees Payments is
28 Twenty-Seven Thousand Eight Hundred Seventy-Five Dollars (\$27,875.00). Each of the Covered

1 Employees shall receive a pro rata individual payment from the total Covered Employees
2 Payment calculated based on their respective pay periods in which they received wages for time
3 worked in California between March 12, 2019 to July 23, 2021 ("Covered Period").

4 6. The "Covered Employees" are defined as all current and former hourly employees
5 of Live Nation who held the job titles of security guard (including, without limitation, (i) Manager
6 – Venue Security, (ii) Police Officer, (iii) Security, (iv) Security – Door Host – C&T, (v) Security
7 – Door Host – FDR, (vi) Security – Door Host – MH, (vii) Security Supervisor – C&T, and (viii)
8 Supervisor – Venue Security) in Live Nation's Clubs & Theatres (including House of Blues)
9 ("C&T") and/or U.S. Concerts divisions, and (1) Maintenance Clerk/Cleaning, (2) Housekeeper,
10 (3) Maintenance Administration, (4) Maintenance – C&T, (5) Engineer – Maintenance, and (6)
11 Manager – Cleaning/Maintenance in Live Nation's C&T division in California at any time during
12 the Covered Period.

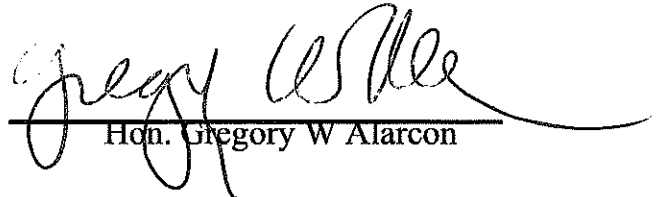
13 7. On January 18, 2022 (the Effective Date), Plaintiff, each Covered Employee, and
14 the State of California shall be deemed to have fully, finally, and forever released, relinquished,
15 and discharged Defendants, their respective current and former, direct and indirect owners,
16 parents, subsidiaries, brother-sister companies, and all other affiliated and related entities, and
17 their respective current and former partners, officers, directors, employees, attorneys, agents and
18 other related parties from any and all claims for relief under the Private Attorneys General Act
19 ("PAGA"), of whatever kind or nature, whether known or unknown, arising during the Covered
20 Period based on the facts alleged by Plaintiff in the Action and Plaintiff's notice letters to the
21 LWDA, including, but not limited to, Labor Code Sections 201, 202, 204, 210, 216, 218.5, 225.5,
22 226.3, 233, 234, 245, 247, 247.5, 248, 248.5, 510, 558, 558.1, 1024.5, 1174, 1174.5, 1194,
23 1194.2, 1197, 1197.1, 1198, and 1199 and the applicable IWC Wage Orders, and any resulting
24 claim for attorneys' fees and costs under PAGA ("Released Claims").

25 8. Without affecting the finality of this Judgment, the Court retains exclusive and
26 continuing jurisdiction over the litigation for purposes of supervising, implementing, interpreting
27 and enforcing the terms of its Approval Order, to hear and resolve any contested challenge to a
28

1 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
2 connection with the distribution of settlement benefits.

3
4 IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH
5 ENTERED ACCORDINGLY.

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7 Dated: 5/3/2022


Hon. Gregory W Alarcon