

KINGSLEY & KINGSLEY, APC
DARREN M. COHEN (SB# 221938)
dcohen@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300
Facsimile: (818) 990-2903

Attorneys for Plaintiff and the Aggrieved Employees

PAUL HASTINGS LLP
ELENA R. BACA (SB# 160564)
elenabaca@paulhastings.com
CHRIS A. JALIAN (SB# 295564)
chrisjalian@paulhastings.com
JENNIFER MILAZZO (SB# 318356)
jennifermilazzo@paulhastings.com
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, CA 90071
Telephone: (213) 683-6000
Facsimile: (213) 996-3160

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: Honorable Gregory W. Alarcon
Dept.: 36

**JOINT STIPULATION OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LAB. CODE § 2698, *ET SEQ.*)
SETTLEMENT AND RELEASE
AGREEMENT**

1 IT IS HEREBY STIPULATED AND AGREED by and among the undersigned, subject to
 2 the approval of the Court, pursuant to Labor Code section 2699(1)(2), that the settlement of this
 3 action shall be effectuated upon and subject to the following terms and conditions. Capitalized
 4 terms used herein shall have the meanings set forth in Section 1 or elsewhere in this Joint
 5 Stipulation of Private Attorneys General Act ("PAGA") Settlement and Release ("Agreement" or
 6 "Settlement Agreement").

7 This Agreement is made by and between Plaintiff David Hoptman ("Plaintiff") for himself
 8 and on behalf of other Covered Employees (defined below) and the State of California, and
 9 Defendant Live Nation Worldwide, Inc. ("Defendant" or "Live Nation"). (Plaintiff and
 10 Defendant, as defined herein, are collectively referred to as the "Parties").

11 The Parties agree that the Litigation shall be ended, settled, resolved, and concluded by
 12 agreement of Defendant to (i) pay the maximum sum of Two Hundred Thousand Dollars
 13 (\$200,000.00) (hereinafter referred to as the "Gross Settlement Fund"), which shall include a
 14 LWDA Penalty Payment to the State of California (defined below), an Employees Penalty
 15 Payment to the Covered Employees (defined below), Plaintiff's Attorneys' Fees and Litigation
 16 Costs as approved by the Court, and the Settlement Administration Fee as approved by the Court.
 17 Defendant's monetary obligations under this Agreement are limited to the amount defined as the
 18 Gross Settlement Fund, and Defendant may not be required to contribute additional monies above
 19 the Gross Settlement Fund under any circumstances whatsoever.

20 **Section 1. Definitions.**

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

- 23 (a) "Complaint" or "Litigation" means the operative Complaint filed in *David Hoptman*
 24 *v. Live Nation Worldwide, Inc.*, pending before the Superior Court of the State of
 25 California for the County of Los Angeles, Case No. 20STCV18776.
 26 (b) "Court" means the Superior Court of the State of California for the County of Los
 27 Angeles.
 28

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

(d) “Covered Period” means the period from March 12, 2019 to July 23, 2021.

(e) “Defendant’s Counsel” means:

Elena R. Baca
Chris A. Jalian
Paul Hastings LLP
515 South Flower Street, Twenty-Fifth Floor
Los Angeles, California 90071-2228
Telephone: (213) 683-6000
Facsimile: (213) 627-0705

(f) “Effective Date” means the date this Agreement shall be effective upon the later of the following dates: (i) if an appeal is filed, the date the Court of Appeal or the California Supreme Court has rendered a final ruling affirming the trial court’s approval of the Agreement without material modification; or (ii) the date that the deadline for seeking appellate review of the trial court’s approval of the Agreement has passed without the filing of a timely appeal or timely request for review. The Effective Date shall only apply if the Court has approved the Agreement.

(g) “LWDA” means the California Labor and Workforce Development Agency.

(h) “Net Settlement Fund” means the amount to be distributed as the LWDA Penalty Payment and the Employees Penalty Payment after deducting from the Gross Settlement Fund the amounts approved by the Court for the Plaintiff’s Attorneys’ Fees and Litigation Costs, and the Settlement Administration Fee.

1 (i) "Plaintiff's Counsel" means:

2 Darren M. Cohen
3 Kinglsey & Kinglsey, APC
4 16133 Ventura Blvd., Suite 1200
5 Encino, California 91436
6 Telephone: (818) 990-8300
7 Facsimile: (818) 990-2930

8 (j) "Released Claims" means any and all claims for relief under PAGA, of whatever
9 kind or nature, whether known or unknown, arising during the Covered Period,
10 based on the facts alleged by Plaintiff in the Litigation and Plaintiff's notice letters
11 to the LWDA including, but not limited to, Labor Code sections 201, 202, 203, 204,
12 210, 216, 218.5, 225.5, 226, 226.3, 226.7, 233, 234, 245, 247, 247.5, 248, 248.5,
13 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
14 2699, 2802, and 2810.5 and the applicable IWC Wage Orders, and the applicable
15 IWC Wage Orders, and any resulting claim for attorneys' fees and costs under
16 PAGA.

17 (k) "Released Parties" means Live Nation Worldwide, Inc. and Live Nation
18 Entertainment, Inc., their respective current and former, direct and indirect owners,
19 parents, subsidiaries, brother-sister companies, and all other affiliated and related
20 entities, and their respective current and former partners, officers, directors,
21 employees, attorneys, agents and other related parties.

22 (l) "Settlement Administrator" means Simpluris, Inc. a third-party administrator who
23 shall administer the settlement in accordance with this Agreement. The costs of the
24 Settlement Administrator to perform its duties under this Agreement are currently
25 estimated to be an amount of up to Six Thousand Five Hundred Dollars (\$6,500.00)
26 ("Settlement Administration Fee").

27 (m) "Settlement Pay Periods" means the number of payroll periods during which each
28 Covered Employee was paid wages as an hourly non-exempt employee by Live
Nation for employment in California during the Covered Period.

1 **Section 2.** **Background.**

2 (a) On March 12, 2020, Plaintiff, on behalf of himself, other allegedly aggrieved
3 employees, and the State of California submitted a letter to the LWDA in which he
4 alleged that Live Nation failed to provide meal periods and rest breaks, failed to pay
5 for all hours worked, failed to provide accurate, itemized wage statements, and
6 failed to timely pay wages, including final pay. On May 18, 2020, Plaintiff filed a
7 lawsuit seeking civil penalties under PAGA arising from these alleged wage-and-
8 hour claims against Live Nation in Los Angeles Superior Court. Throughout the
9 Litigation, Defendant denied, and continues to deny, any wrongdoing in regard to
10 the alleged violations.

11 (b) On March 2, 2020, the Parties participated in a mediation with mediator Hon. Jeffrey
12 Winikow (Ret.) but were unable to reach a settlement agreement on that date. The
13 Parties continued to meet and confer thereafter regarding a settlement, and on July
14 16, 2021, the Parties agreed to settle the Litigation.

15 (c) The Settlement Agreement contemplates all of the following:

- 16 1. Within 10 days of executing this Agreement, Plaintiff shall submit an
17 amended PAGA notice with the LWDA and simultaneously serve a copy on
18 Defendant's Counsel, to (1) add Live Nation Entertainment, Inc. as a
19 purported joint employer, and (2) conform to the claims raised prior to and
20 during the mediation and mediated, including claims for civil penalties
21 arising from or relating to alleged violations of Labor Code sections 201,
22 202, 204, 210, 216, 218.5, 225.5, 226.3, 233, 234, 245, 247, 247.5, 248,
23 248.5, 510, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
24 1198, and 1199 on behalf of all purported aggrieved employees, including,
25 but not limited to, claims for alleged (i) unpaid overtime (including failure
26 to include purported bonuses in the regular rate of pay), (ii) unpaid minimum
27 wages, (iii) failure to provide sick pay, (iv) failure to provide kin care, and
28 (v) failure to maintain accurate records ("Amended PAGA Notice").

2. For purposes of this Settlement only, and provided that no notice is received from the LWDA consistent with California Labor Code section 2699.3(a)(2) in response to the Amended PAGA Notice, Plaintiff will add through amendment: (1) Live Nation Worldwide, Inc. as a defendant; and (2) a claim for civil penalties under PAGA for the Labor Code sections exhausted in the Amended PAGA Notice (“Amended Complaint”). All claims asserted in the Amended Complaint shall relate back to March 12, 2019, and Live Nation agrees, for purposes of this Settlement only, not to challenge the asserted limitations period starting March 12, 2019. Within fourteen days (14) of submission of the Amended PAGA Notice, Plaintiff will email the proposed Amended Complaint to Live Nation’s counsel for Live Nation’s review and approval. Once the Amended Complaint is prepared and agreed to and this Agreement is signed, Plaintiff shall file with the Court a stipulation seeking leave to file the amended complaint. Should the LWDA serve notice under California Labor Code section 2699.3(a)(2) in response to the Amended PAGA Notice or should, for whatever reason, the Settlement set forth in this Agreement not be approved by the Court and/or the Effective Date not triggered, the Amended PAGA Notice and the Amended Complaint shall be deemed stricken, null and void *ab initio*, with the previously filed complaint in the Litigation remaining the operative pleading in the Litigation; and
3. Entry of an order by the Court granting approval of the payment for settlement of the PAGA penalties, pursuant to California Labor Code section 2699(l)(2).

Section 3. Attorneys’ Fees and Litigation Costs Payment

Subject to Court approval, Plaintiff’s Counsel will request and be paid from the Gross Settlement Fund (i) an amount up to thirty-five percent (35%) of the Settlement Fund, totaling Seventy Thousand Dollars (\$70,000.00) for attorneys’ fees (“Attorneys’ Fees Payment”), and (ii)

1 in the amount of Twelve Thousand Dollars (\$12,000.00) for reimbursement of actual litigation
2 costs ("Litigation Costs Payment"), which Defendant will not oppose.

3 Except as expressly provided herein, Defendant and Plaintiff shall each bear their own
4 attorneys' fees and costs.

5
6 **Section 4. Cooperation.**

7 The Parties will cooperate in obtaining—through a stipulation, or, in the alternative, a
8 motion or other application—an order from the Court approving this Settlement Agreement,
9 dismissing the Litigation with prejudice (subject to the Court's retention of jurisdiction to enforce
10 the terms of the Settlement under Code of Civil Procedure section 664.6), and payment of PAGA
11 penalties as described herein, pursuant to California Labor Code section 2699(1)(2). Plaintiff will
12 submit this Settlement Agreement and the Joint Stipulation (or Motion) for Settlement Approval
13 to the LWDA pursuant to Labor Code section 2699(1)(2), and provide proof of submission to the
14 Court as part of the settlement approval process. The Parties agree to use their best efforts to
15 expedite the preparation and submission of the settlement documents. The Parties further agree to
16 fully cooperate in the drafting and/or filing of any further documents or filings reasonably
17 necessary to be prepared or filed, and shall take all steps that may be requested by the Court
18 relating to, or that are otherwise necessary to the approval and implementation of the payment of
19 PAGA penalties as described in this Agreement.

20 **Section 5. Submission to LWDA and Court Approval.**

21 In connection with the motion and/or stipulation to obtain the Court's approval of this
22 Agreement, Plaintiff's Counsel shall submit this Agreement to the Court for its approval and, at
23 the same time, submit this Agreement to the LWDA, pursuant to California Labor Code
24 section 2699(1)(2). Plaintiff's Counsel shall also submit to the Court a proposed order approving
25 this Agreement, retaining jurisdiction pursuant to Code of Civil Procedure section 664.6 to
26 enforce its terms, and dismissing the Litigation with prejudice as to all Parties. Should either
27 Defendant or Plaintiff fail to act and/or facilitate submission of this Agreement for approval by
28 the Court, either Defendant or Plaintiff may seek to obtain the Court's approval of the Agreement.

1 The Court's approval of this Agreement shall be embodied in a written order. If the Court does
2 not grant approval of the Settlement, or if the Court's final approval of the Settlement is reversed
3 or materially modified on appellate review, then the Settling will become null and void. A
4 modification of amounts payable in attorneys' fees or expenses shall not be deemed a material
5 modification of the Settlement.

6 **Section 6. Settlement Payment Procedures.**

7 (a) Covered Employees Data

- 8 1. No later than thirty (30) calendar days after the Effective Date, Defendant
9 shall provide the Settlement Administrator with a list of the Covered
10 Employees (the "Covered Employees List"). The Covered Employees List
11 shall state each Covered Employee's (1) first and last name, (2) last known
12 address, (3) last known phone number, (4) Social Security number, and (5)
13 the Settlement Pay Periods for each Covered Employee. This information
14 shall be treated as and remain completely confidential and shall be used
15 solely to manage the settlement administration process described herein.
16 The Settlement Administrator shall not share or disclose the Covered
17 Employees List to Plaintiff's Counsel, Plaintiff or any other person or entity.

18 (b) Deposit and Distribution of Settlement Fund

- 19 1. No more than five (5) calendar days after the date the Court approves the
20 Settlement, the Settlement Administrator will provide Defendant with wire
21 transfer information and a completed W-9.
22 2. No later than fifteen (15) calendar days after the Effective Date, Defendant
23 will transfer the Gross Settlement Fund to the Settlement Administrator via
24 wire transfer(s).
25 3. No later than twenty (20) calendar days after Defendant transfer the Gross
26 Settlement Fund to the Settlement Administrator, the Settlement
27 Administrator shall distribute the Attorneys' Fees Payment, the Litigation
28

Costs Payment, the Settlement Administration Fee, and the LWDA Penalties Payment.

4. No later than twenty (20) calendar days after Defendant transfer the Gross Settlement Fund to the Settlement Administrator, the Settlement Administrator shall mail the Employee Payments to the Covered Employees, along with the Covered Employee Payment Cover Letter (the "Cover Letter," attached hereto as "**EXHIBIT A**"). Prior to the mailing, the Settlement Administrator shall update the addresses contained in the Covered Employees List using the National Change of Address database. If an Employee Payment and Cover Letter is returned as undeliverable, the Settlement Administrator shall search the National Change of Address database again for a more current address of the Covered Employee and re-mail the Employee Payment and Cover Letter to any alternative or updated address that is located within five (5) calendar days.
5. All payments provided for by this Agreement shall be made by the Settlement Administrator in accordance with this Agreement and the Court's order approving this Agreement.

(c) Distribution of Net Settlement Fund.

1. The Net Settlement Fund is considered to be non-wage penalties and will be paid without reduction for any taxes or other withholdings, and will be reported on an IRS Form 1099 (if required).
- i. Seventy Five Percent (75%) of the Net Settlement Fund shall be paid to the LWDA ("LWDA Penalty Payment").
 - ii. Twenty Five Percent (25%) of the Net Settlement Fund shall be distributed to the Covered Employees ("Employees Penalty Payment").
2. The Employees Penalty Payment shall be distributed to the Covered Employees *pro rata*, based on their respective Settlement Pay Periods.

- 1 3. The Settlement Administrator shall issue to all Covered Employees (i) a
2 check for their respective Employees Penalty Payment; (ii) an IRS Form
3 1099 for their respective Employees Penalty Payment (if required); and (iii)
4 the Cover Letter.
- 5 4. Checks issued to Covered Employees shall remain valid for one hundred
6 eighty (180) days. All checks issued to Covered Employees that have not
7 been cashed or deposited within the 180-day period will be cancelled, and
8 the funds associated with such cancelled checks will be transmitted by the
9 Settlement Administrator to the Controller of the State of California to be
10 held pursuant to the Unclaimed Property Law, California Civil Code § 1500
11 *et seq.*, in the names and corresponding amounts associated with each
12 Covered Employee whose check(s) are cancelled.
- 13 5. The Settlement Administrator shall transmit the LWDA Penalty Payment to
14 the LWDA as one lump sum payment, and, if this payment is made by check,
15 the check shall remain valid for one year.
- 16 (d) Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel make no
17 representations or warranties with respect to tax consequences of any payment under
18 this Agreement and do not intend anything contained in this Agreement to constitute
19 advice regarding taxes or taxability, and nothing in this Agreement may be relied
20 upon as such. Plaintiff, Plaintiff's Counsel and Covered Employees will be solely
21 responsible for correctly characterizing any compensation received under the
22 settlement on their respective personal income tax returns for tax purposes, and
23 paying all appropriate taxes due and penalties assessed on any and all amounts paid
24 to them under this settlement. Covered Employees will hold the Parties free and
25 harmless from and against any claims resulting from treatment of such payments as
26 non-taxable damages, including the treatment of such payment as not subject to
27 withholding or deduction for payroll and employment taxes.
28

Section 8. Non-Evidentiary Use.

Section 9. Nullification.

- Section 10. Release by Plaintiff, Covered Employees, and State of California.**

- 11 -

1 **Section 11. General Release by Plaintiff.**

2 Additionally, Plaintiff agrees to enter into a standalone, confidential general release,
3 wherein he will release, acquit, and forever discharge Released Parties, or any of them, from any
4 and all claims. Execution of a standalone, confidential general release is a material condition of
5 this Agreement.

6 **Section 12. Publicity**

7 Plaintiff and Plaintiff's Counsel agree that they will not issue (before the date of the filing
8 of the motion and/or joint stipulation for approval of this Settlement) any press releases, initiate
9 any contact with the press, respond to any press inquiry, post any new material on any internet
10 websites, or have any communication with the press about the Litigation and/or the fact, amount,
11 or terms of the Settlement. Plaintiff's counsel further agrees not to use the settlement or the
12 settlement terms, in whole or in part, as or in advertising material for Plaintiff's Counsel's firm
13 (including, without limitation, listing the settlement on Plaintiff's Counsel's firm's website or
14 marketing materials in such a manner that the identify of Defendants can be discerned). If
15 Plaintiff or Plaintiff's Counsel violate this Section, including without limitation, by making a
16 disclosure to any non-party that (a) a settlement has been reached; or (b) any of the terms of the
17 Settlement, before the Court has preliminarily approved the Settlement, Defendants may rescind
18 the Settlement, rendering it null and void or take any action Defendants deem appropriate.

19 **Section 13. Voluntariness.**

20 This Agreement is executed voluntarily and without duress or undue influence on the part
21 of or on behalf of any of the Parties, or any other person, firm, or other entity.

22 **Section 14. Amendments.**

23 The terms and provisions of this Agreement may be amended only by a written agreement
24 that is both: (a) signed by Plaintiff, Defendant, Plaintiff's Counsel and Defendant's Counsel, and
25 (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a
26 waiver of any other provision of this Agreement unless expressly so indicated otherwise.

27 **Section 15. Assignment.**

28 None of the rights, commitments, or obligations recognized under this Agreement may be

1 assigned by any Party, Covered Employee, Plaintiff's Counsel, or Defendant's Counsel without
2 the express written consent of each other Party and their respective counsel hereto. The
3 representations, warranties, covenants, and agreements contained in this Agreement are for the
4 sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or
5 to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to
6 any person or entity any right or cause of action, or claim released by this Agreement.

7 **Section 16. Governing Law.**

8 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
9 shall be determined, in accordance with the laws of the State of California.

10 **Section 17. Entire Agreement.**

11 This Agreement contains the entire understanding of the Parties hereto in respect of the
12 subject matter contained herein. This Agreement supersedes all prior agreements and
13 understandings among the Parties hereto with respect to the settlement of the Litigation.

14 **Section 18. Counterparts.**

15 This Agreement, and any amendments hereto, may be executed in any number of
16 counterparts and any Party and/or their respective counsel hereto may execute any such
17 counterpart, each of which, when executed and delivered, shall be deemed to be an original and
18 all of which counterparts taken together shall constitute but one and the same instrument. It shall
19 not be necessary in making proof of this Agreement or any counterpart hereof to produce or
20 account for any of the other counterparts. A facsimile, scanned or digital signature, including but
21 not limited to DocuSign shall be treated as an original signature for all purposes.

22 **Section 19. Dispute(s).**

23 Should any dispute(s) arise among the Parties or their respective counsel regarding the
24 implementation or interpretation of this Agreement, the Parties agree to submit any such
25 dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this
26 Agreement in Court or before the Court, the prevailing party shall be entitled to recover
27 reasonable attorneys' fees and costs.
28

Section 20. Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 21. Dismissal & Continuing Jurisdiction.

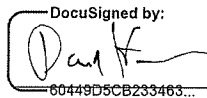
The Parties agree that, upon the occurrence of the dismissal with prejudice of the Litigation pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction over this Litigation and over all Parties and Covered Employees to interpret and enforce the terms, conditions and obligations of the Agreement. Plaintiff's Counsel shall submit the order approving this Agreement and dismissing the Litigation with prejudice to the LWDA, in compliance with California Labor Code section 2699(1)(3).

IN WITNESS WHEREOF, the Parties, Plaintiff's Counsel and Defendant's Counsel have executed this Agreement on the last date set forth below.

APPROVED AND ACCEPTED.

Dated: September 14, 2021

PLAINTIFF:
DAVID HOPTMAN

DocuSigned by:

60449D5CB233463...

APPROVED AND ACCEPTED.

Dated: September 30, 2021

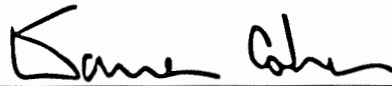
DEFENDANT:
LIVE NATION WORLDWIDE, INC.

By: Kimberly Tobias
KIMBERLY TOBIAS
VICE PREISDENT, LEGAL AFFAIRS -
LITIGATION

1 **APPROVED AND ACCEPTED.**

2 DATED: September 15, 2021

KINGLSEY & KINGLSEY, APC
DARREN M. COHEN

3
4 By: 
5 DARREN COHEN

6 Attorneys for Plaintiff
7 DAVID HOPTMAN

8 **APPROVED AND ACCEPTED.**

9 DATED: September 30, 2021

10 PAUL HASTINGS LLP
11 ELENA R. BACA
12 CHRIS A. JALIAN

13 By: 
14 CHRIS A. JALIAN

15 Attorneys for Defendant
16 LIVE NATION WORLDWIDE, INC.

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

**NOTICE OF PAGA SETTLEMENT AND
RELEASE**

To [NAME]:

The enclosed check is your share of a court-approved representative action settlement between Plaintiff David Hoptman ("Plaintiff"), and Defendants Live Nation Worldwide, Inc. and Live Nation Entertainment, Inc. ("Defendants"). Plaintiff filed a lawsuit against Defendants as the representative of the State of California and Defendants' other current and former employees who held the job titles of security guard (including, without limitation, (i) Manager – Venue Security, (ii) Police Officer, (iii) Security, (iv) Security – Door Host – C&T, (v) Security – Door Host – FDR, (vi) Security – Door Host – MH, (vii) Security Supervisor – C&T, and (viii) Supervisor – Venue Security) in Live Nation's Clubs & Theatres (including House of Blues) and/or U.S. Concerts divisions, and (1) Maintenance Clerk/Cleaning, (2) Housekeeper, (3) Maintenance Administration, (4) Maintenance – C&T, (5) Engineer – Maintenance, and (6) Manager – Cleaning/Maintenance in Live Nation's Clubs and Theatres division in California at any time from March 12, 2019 to July 23, 2021. Plaintiff asserted claims against Defendants under California Labor Code § 2698 *et seq.*, also known as the Private Attorneys General Act ("PAGA"), based on the alleged failure by Defendants to provide: (i) meal periods and rest breaks, (ii) pay for all hours worked, (iii) sick pay, (iv) reimbursement of necessary business expenses, (v) itemized wage statement, (vi) accurate record keeping, (vii) timely final pay. Defendants deny that they violated the law in any way. However, Defendants agreed to enter into a settlement to avoid the cost and disruption of litigation.

As a current or former employee of Defendants in California between from March 12, 2019 to July 23, 2021, you are covered by this settlement. Per the Court's final judgment in this case, all people covered by the settlement have released any and all claims for PAGA penalties contained in Plaintiff's notice to the LWDA and Complaint. This means that you are not able to pursue a PAGA lawsuit against Defendant based on such claims.

The enclosed check is your share of the settlement. The payment amount was calculated based on the number of pay periods you worked for Defendant during the period between March 12, 2019 to July 23, 2021. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. Enclosed with your check is an IRS Form 1099. Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should consult with your own tax accountant with regard to any questions that you may have concerning any taxes that may be due. Further, you are bound by the settlement and release of claims based on the Court's final judgment whether or not you cash or deposit the enclosed check.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Claims Administrator at [Claims Administrator], [Address], [Telephone Number].