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

JOSE LUIS TOPETE PEREZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

PRODUCTION RESOURCE GROUP LLC, a
Delaware limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. 20STCV38584

*[Assigned for all purposes to the Hon.
Maren Nelson – Dept. SSC-17]*

**SECOND AMENDED STIPULATION
REGARDING CLASS AND PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND RELEASE**

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PRODUCTION RESOURCE GROUP, L.L.C.

1 IT IS HEREBY STIPULATED by Plaintiff Jose Luis Topete Perez, on behalf of himself
2 and each of the Class Members (as defined below), the State of California, and PAGA Affected
3 Employees (as defined below), on the one hand, and Defendant Production Resource Group,
4 L.L.C., on the other hand, and subject to the approval of the Court, that the Action (as defined
5 below) is hereby compromised and settled pursuant to the terms and conditions set forth below:

6 **1. DEFINITIONS.**

7 Unless otherwise defined, capitalized terms used in this Settlement Agreement shall have
8 the meanings set forth below:

9 1.1 **“Action”** means the class and California Private Attorneys General Act lawsuit
10 pending before the Court entitled *Jose Luis Topete Perez, as an individual and on behalf of all*
11 *others similarly situated, Plaintiff, v. Production Resource Group, LLC, a Delaware limited*
12 *liability company; and DOES 1 through 100, inclusive, Defendants*, Los Angeles County
13 Superior Court, Case No. 20STCV38584.

14 1.2 **“Class”** or **“Class Members”** means all current and former employees of
15 Defendant who were employed by Defendant in the State of California at any time during the
16 Class Period and who received a wage statement that identified the employer as “PRG” and/or
17 anything other than “Production Resource Group, L.L.C.”. The Class includes both exempt and
18 non-exempt employees.

19 1.3 **“Class Claims”** means any and all claims, rights, demands, liabilities, and causes
20 of action of every nature and description, whether known or unknown, for wages, benefits, and
21 related penalties that arose during the Class Period and were actually asserted or that could have
22 been asserted in the Complaint filed by the Plaintiff in the Action on October 7, 2020 (hereinafter,
23 the “operative Complaint”) on behalf of himself and/or the Class Members based on the facts
24 alleged in and/or in support of Plaintiff’s first cause of action alleging a class claim for alleged
25 violation of California Labor Code section 226, including but not limited to claims for: (a)
26 statutory penalties, civil penalties, and damages for failure to timely provide accurate, itemized
27 wage statements in violation of California Labor Code section 226; (b) declaratory relief to
28 determine whether the wage statement practices alleged in the operative Complaint are unlawful;

(c) injunctive relief to halt any wage statement practices alleged in the operative Complaint to be unlawful; (d) restitution and an order requiring Defendant to restore and disgorge funds to each Class Member acquired by means of any act or practice relating to wage statements alleged in the operative Complaint to be unlawful; (e) attorneys' fees and costs incurred to prosecute the Action on behalf of Class Members, including but not limited to fees incurred for the services of Class Counsel or any other counsel; and (f) any other derivative remedies, penalties, and interest available under the law based on the facts alleged in the Action with respect to Plaintiff's wage statement allegations, including but not limited to California Labor Code section 226 and the applicable Industrial Welfare Commission ("IWC") Wage Order. "Class Claims" also includes all claims that Plaintiff and/or Class Members may have against the Released Parties relating to: (a) the payment, taxation, and allocation of attorneys' fees and costs to Class Counsel pursuant to this Settlement Agreement; (b) the payment, taxation, and allocation of Plaintiff's Service Award pursuant to this Settlement Agreement; and (c) the payment, taxation, and allocation of payments to Class Members.

1.4 **"Class Counsel"** means Scott M. Lidman, Elizabeth Nguyen, Milan Moore, and Romina Tamiry of Lidman Law, APC, and Paul Haines of Haines Law Group, APC.

1.5 **"Class Counsel Costs Award"** means such litigation costs as the Court may award to Class Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which shall not exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).

1.6 **"Class Counsel Fees Award"** means such attorney's fees as the Court may award to Class Counsel for the services they have rendered and will render to the Class and PAGA Affected Employees in the Action, and which shall not exceed one-third of the Gross Settlement Amount (estimated to be Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$66,666.66), unless the Gross Settlement Amount is increased pursuant to Paragraph 3.5.1.1 below).

1.7 **"Class Member Payment"** means the payment made to resolve the Class Claims which shall be paid to each Participating Class Member on a *pro rata* basis based on the number

of pay periods each worked for Defendant in California during the Class Period, which shall be payable from the Gross Settlement Amount.

1.8 **“Class Period”** means the period from April 6, 2019 through and including August 20, 2020.

1.9 **“Court”** means the Superior Court of California, County of Los Angeles.

1.10 **“Defendant”** means Production Resource Group, L.L.C.

1.11 **“Defense Counsel”** means Julie Dunne, Matthew Riley, and Vani Parti of DLA Piper LLP (US).

1.12 **“Effective Date”** means the date by which this Settlement is finally approved as provided herein and the Court’s Final Approval Order and Judgment become binding and no longer subject to appeal. For purposes of this Settlement Agreement, the Final Approval Order and Judgment become binding and no longer subject to appeal upon the later of: (a) the day after the last day by which a notice of appeal to the California Court of Appeal of the Final Approval Order and Judgment and/or of an order denying any motion to intervene may be timely filed, and none is filed; (b) if such an appeal is filed, and the appeal is resolved through any order affirming the Final Approval Order and Judgment, the day after the last date for filing a request for further review of the California Court of Appeal’s decision passes and no further review is requested; (c) if an appeal is filed and there is a final disposition by the California Court of Appeal affirming the Final Approval Order and Judgment and further review of the California Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested; or (d) if review is accepted, the day after the California Supreme Court affirms the Settlement. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of any appeal that could potentially prevent the Final Approval Order and Judgment from becoming binding.

1.13 **“Employee List”** means information regarding Class Members and PAGA Affected Employees that Defendant will compile in good faith from its records and provide to the Settlement Administrator. The Employee List shall be provided in a confidential Microsoft Excel

spreadsheet and shall include, for each Class Member and PAGA Affected Employee: full name, last known address, last known telephone number, social security number, whether the employee is currently employed by Defendant, whether the employee is a Class Member, whether the employee is a PAGA Affected Employee, the number of pay periods worked for Defendant in California during the Class Period, and the number of pay periods worked for Defendant in California during the PAGA Period.

1.14 **“Final Approval Order and Judgment”** means the Court’s entry of an order finally approving this Settlement and entering final judgment based thereon, which shall be substantially in the form attached hereto as **Exhibit C**.

1.15 **“Final Approval Hearing”** means the hearing held to determine whether the Court will enter a Final Approval Order and Judgment.

1.16 **“LWDA”** means the California Labor and Workforce Development Agency.

1.17 **“Gross Settlement Amount”** means Two Hundred Thousand Dollars and Zero Cents (\$200,000.00), which is the non-reversionary amount that Defendant is obligated to pay under this Settlement Agreement in order to settle the Action (unless such Gross Settlement Amount is increased pursuant to Paragraph 3.5.1.1 below), subject to the Court’s approval of the Settlement.

1.18 **“Net Settlement Amount”** means what remains of the Gross Settlement Amount after deductions are made for the Service Award, the Class Counsel Fees Award, the Class Counsel Costs Award, the Settlement Administration Costs, and the PAGA Distribution Amount. Assuming the Gross Settlement Amount is \$200,000 (*i.e.*, the Gross Settlement Amount is not increased pursuant to Paragraph 3.5.1.1 below), the Service Award is \$5,000, the Class Counsel Fees Award is \$66,666.66, the Class Counsel Costs Award is \$10,000, the Settlement Administration Costs are \$10,000, and the PAGA Distribution Amount is \$20,000, then the Net Settlement Amount shall be Eighty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Four Cents (\$88,333.34).

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1.19 **“Notice of Objection”** means a written request by a Class Member to object to this Settlement, which must be completed and mailed to the Settlement Administrator in the manner set forth in this Settlement Agreement and the Notice of Settlement.

1.20 **“Notice of Settlement”** means the Notice of Pendency of a Class Action Settlement that will be mailed to Class Members to apprise them of this Settlement, which shall be substantially in the form attached hereto as **Exhibit A**.

1.21 **“PAGA”** means the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*

1.22 **“PAGA Affected Employees”** means all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California at any time during the PAGA Period.

1.23 **“PAGA Affected Employee Payment”** means the twenty-five percent (25%) of the PAGA Distribution Amount that shall be paid to PAGA Affected Employees. The PAGA Affected Employee Payment shall be in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00). The PAGA Affected Employee Payment shall be distributed to PAGA Affected Employees on a *pro rata* basis based on the number of pay periods each worked for Defendant in California during the PAGA Period.

1.24 **“PAGA Claims”** means any and all claims, rights, demands, liabilities, and causes of action of every nature and description, whether known or unknown, for civil penalties that arose during the PAGA Period and were actually asserted or that could have been asserted in the operative Complaint and Plaintiff’s July 16, 2020 letter to the California Labor and Workforce Development Agency (“LWDA”) by the Plaintiff on behalf of himself, the State of California, and/or PAGA Affected Employees based on the facts alleged in and/or in support of Plaintiff’s second cause of action alleging a PAGA claim for alleged violation of California Labor Code sections 226.7 and 516 and the applicable IWC wage order, including but not limited to claims for: (a) civil penalties pursuant to PAGA for failure to provide rest periods or compensation in lieu thereof in violation of California Labor Code sections 226.7 and 516 and the applicable IWC Wage Order; (b) declaratory relief to determine whether the rest period practices alleged in the

1 Complaint and Plaintiff's July 16, 2020 letter to the LWDA are unlawful; (c) injunctive relief to
2 halt any rest period practices alleged in the Complaint and Plaintiff's July 16, 2020 letter to the
3 LWDA to be unlawful; (d) attorneys' fees and costs incurred to prosecute the Action on behalf of
4 the State of California and PAGA Affected Employees, including but not limited to fees incurred
5 for the services of Class Counsel or any other counsel; and (e) any other derivative remedies,
6 penalties, and interest available under the law based on the facts alleged in the Complaint and
7 Plaintiff's July 16, 2020 letter to the LWDA with respect to Plaintiff's rest period allegations,
8 including but not limited to California Labor Code sections 204, 210, 226.7, 516, 558, and 1174
9 and the applicable IWC Wage Order. "PAGA Claims" also includes all claims that Plaintiff, the
10 State of California, and/or PAGA Affected Employees may have against the Released Parties
11 relating to: (a) the payment, taxation, and allocation of attorneys' fees and costs to Class Counsel
12 pursuant to this Settlement Agreement; (b) the payment, taxation, and allocation of Plaintiff's
13 Service Award pursuant to this Settlement Agreement; and (c) the payment, taxation, and
14 allocation of payments to PAGA Affected Employees.

15 1.25 **"PAGA Distribution Amount"** means the portion of the Gross Settlement
16 Amount that is allocated to resolve the PAGA Claims. The PAGA Distribution Amount shall be
17 Twenty Thousand Dollars and Zero Cents (\$20,000.00), unless increased pursuant to Paragraph
18 3.5.1.1 below.

19 1.26 **"PAGA LWDA Payment"** means the seventy-five percent (75%) of the PAGA
20 Distribution Amount that shall be paid to the LWDA. The PAGA LWDA Payment shall be in the
21 amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

22 1.27 **"PAGA Period"** means the period from July 16, 2019 through and including
23 April 1, 2021.

24 1.28 **"Participating Class Members"** means all Class Members who do not submit a
25 timely Request for Exclusion (*i.e.*, opt-out) of the Settlement.

26 1.29 **"Parties"** means Plaintiff and Defendant and **"Party"** means either Plaintiff or
27 Defendant.

28 1.30 **"Plaintiff"** means Jose Luis Topete Perez.

1 1.31 **“Preliminary Approval”** or **“Preliminary Approval Order”** means the Court’s
2 entry of an order preliminarily approving this Settlement, which shall be substantially in the form
3 attached hereto as **Exhibit B**.

4 1.32 **“Released Parties”** means Defendant Production Resource Group, L.L.C. and its
5 subsidiaries, affiliates, and/or parent companies, employee benefit plans sponsored or maintained
6 by any of the foregoing, their attorneys, and their respective successors and predecessors in
7 interest; all of their respective officers, directors, managers, employees, administrators,
8 fiduciaries, trustees, beneficiaries, and agents; and each of their past, present, and future officers,
9 directors, shareholders, managers, employees, agents, principals, heirs, representatives,
10 accountants, auditors, consultants, insurers, and reinsurers. Notwithstanding the foregoing, the
11 Released Parties do not include any individual who is a Class Member

12 1.33 **“Request for Exclusion”** means a written request by a Class Member to exclude
13 himself/herself from the Class Member Payment portion of the Settlement, which must be
14 completed and mailed in the manner set forth in this Settlement Agreement and the Notice of
15 Settlement.

16 1.34 **“Response Deadline”** means the date sixty (60) calendar days after the Settlement
17 Administrator mails the Notice of Settlement to Class Members and by which Class Members
18 may postmark Requests for Exclusion or Notices of Objection to the Settlement.

19 1.35 **“Service Award”** means the amount the Court awards to Plaintiff for his efforts in
20 litigating this case, obtaining the benefits of the Settlement, and providing a Complete and
21 General Release to the Released Parties. Defendant will not oppose Plaintiff’s application for a
22 Service Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00). The Service Award
23 shall be paid from the Gross Settlement Amount.

24 1.36 **“Settlement”** or **“Settlement Agreement”** means this Second Amended
25 Stipulation Regarding Class and Private Attorneys General Act Settlement and Release.

26 1.37 **“Settlement Administration Costs”** means the amount the Court awards the
27 Settlement Administrator for administering this Settlement, which may not exceed Ten Thousand

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Dollars and Zero Cents (\$10,000.00). The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

1.38 **“Settlement Administrator”** means Simpluris, Inc.

1.39 **“Settlement Fund Account”** means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

1.40 **“Void Date”** means the date by which any checks issued to Class Members and PAGA Affected Employees shall become void and which shall be the 151st day after mailing.

1.41 **“1542 Waiver”** means an express waiver, to the fullest extent permitted by law, of the provisions, rights, and benefits of California Civil Code section 1542, which states: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

2. RECITALS.

2.1 Procedural History.

2.1.1 On July 16, 2020, Plaintiff served Defendant and the LWDA with notice of his intent to bring a representative action on behalf of himself and similarly situated allegedly-aggrieved employees of Defendant pursuant to PAGA. Plaintiff’s notice to the LWDA asserted allegations that Defendant: (a) failed to provide accurate itemized wage statements in violation of California Labor Code section 226(a) because Defendant’s wage statements allegedly improperly identified the employer as “PRG”; (b) failed to provide rest periods in violation of California Labor Code sections 226.7, 516, and 558; (c) failed to pay all earned wages at least twice during each calendar month in violation of California Labor Code section 204; and (d) failed to maintain accurate records in violation of California Labor Code section 1174.

2.1.2 On July 16, 2020, Plaintiff filed a lawsuit against Defendant and another defendant, Full Throttle Films, LLC, in the Los Angeles County Superior Court, Case No. 20STCV27311. The Complaint in that action alleged class claims for: (a) failure to authorize and permit rest periods in violation of California Labor Code sections 226.7, 516, and 558; (b) failure

1 to provide accurate, itemized wage statements in violation of California Labor Code section 226;
2 and (c) unfair competition in violation of California Business & Professions Code section 17200
3 *et seq.*

4 2.1.3 While Defendant has denied and continues to deny that it violated
5 California Labor Code section 226(a)(8) by issuing wage statements that identified the employer
6 as “PRG,” on August 18, 2020, Defendant re-issued wage statements to its California employees
7 from and after January 1, 2019 to identify the employer as Production Resource Group, L.L.C.,
8 thus curing the alleged wage statement violation pursuant to California Labor Code section
9 2699.3(c)(3).

10 2.1.4 On September 9, 2020, Defendant and Full Throttle Films, LLC removed
11 the action to the United States District Court for the Central District of California, and the case
12 was assigned Case No. 2:20-cv-08229.

13 2.1.5 On September 21, 2020, Plaintiff filed a First Amended Complaint in the
14 federal action to add a claim for civil penalties under PAGA.

15 2.1.6 On October 2, 2020, Defendant and Full Throttle Films, LLC filed a
16 motion to dismiss the First Amended Complaint in the federal action.

17 2.1.7 On October 6, 2020, Plaintiff filed a voluntary Notice of Dismissal of the
18 federal action.

19 2.1.8 On October 7, 2020, Plaintiff commenced the Action by filing a class
20 action complaint against Defendant in the Los Angeles County Superior Court alleging: (a) a
21 class claim for failure to provide accurate itemized wage statements in violation of California
22 Labor Code section 226(a); and (b) a claim for civil penalties under California Labor Code
23 section 558 and PAGA for failure to provide rest periods in violation of California Labor Code
24 sections 226.7 and 516 and the applicable IWC Wage Order. In the Action, Plaintiff alleged that
25 pursuant to California Judicial Council Emergency Rule 9, statutes of limitations of more than
26 180 days were suspended from April 6, 2020 through October 1, 2020 and, as such, the relevant
27 time period for each cause of action pled in the Action should be calculated based on a filing date
28 of April 6, 2020. Defendant disputes Plaintiff’s contention that Emergency Rule 9 applies.

1 However, for purposes of settling Plaintiff's class claim for alleged failure to provide accurate
2 itemized wage statements, Defendant agreed to produce the number of pay periods at issue going
3 back to April 6, 2019. For purposes of settling Plaintiff's PAGA claim for alleged failure to
4 provide rest periods, Defendant agreed to produce the number of pay periods at issue going back
5 to July 16, 2019 (*i.e.*, one year prior to Plaintiff's July 16, 2020 notice to the LWDA).

6 2.2 **Discovery And Investigation.** In addition to the litigation outlined above, the
7 Parties have diligently engaged in informal discovery to investigate the Class Claims and PAGA
8 Claims alleged in the Action. Specifically, Defendant informally produced information regarding
9 the number of current and former putative class members and allegedly-aggrieved employees,
10 information regarding the changes Defendant made to its wage statements, the number of pay
11 periods worked by putative class members during the Class Period, and the number of pay
12 periods worked by allegedly-aggrieved employees during the PAGA Period. In addition,
13 Defendant provided Plaintiff with legal authorities supporting Defendant's contention that
14 Plaintiff's rest period theory (*i.e.*, that employees were not permitted to leave Defendant's
15 premises during rest periods) is not cognizable as a matter of law. Moreover, without admitting
16 that its wage statements violated California Labor Code section 226(a)(8), on August 18, 2020,
17 Defendant cured any alleged deficiency pursuant to California Labor Code section 2699.3(c)(3)
18 by re-issuing wage statements to its California employees from and after January 1, 2019 to
19 identify the employer as Production Resource Group, L.L.C.

20 2.3 **Class Members' Claims.** Plaintiff, on behalf of the Class Members, has claimed
21 and continues to claim that the Class Claims alleged in the Action have merit and give rise to
22 liability on the part of Defendant. This Settlement Agreement is a compromise of such disputed
23 Class Claims.

24 2.4 **PAGA Affected Employees' Claims.** Plaintiff, on behalf of himself, the State of
25 California, and all PAGA Affected Employees, has claimed and continues to claim that the
26 PAGA Claims alleged in the Action have merit and give rise to liability on the part of Defendant.
27 This Settlement Agreement is a compromise of such disputed PAGA Claims.

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1 2.5 **Defendant's Defenses – No Admission Of Liability.** Defendant has contended
2 and continues to contend that the Class Claims and PAGA Claims have no merit and do not give
3 rise to liability. Defendant specifically denies all of the allegations in the complaint in the Action.
4 Defendant further denies the allegations that Class Members and PAGA Affected Employees
5 were harmed by the conduct alleged in the Action. This Settlement Agreement is a compromise
6 of such disputed Class Claims and PAGA Claims. Nothing contained in this Settlement
7 Agreement, no documents referred to herein, and no action taken to carry out this Settlement
8 Agreement may be construed or used as an admission by or against Defendant or any of the
9 Released Parties of any fault, wrongdoing, or liability whatsoever.

10 2.6 **Benefits Of Settlement To Class Members And PAGA Affected Employees.**
11 Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary
12 to litigate their disputes through trial and any possible appeals. Plaintiff has also considered the
13 uncertainty and risk of the outcome of further litigation, as well as the difficulties and delays
14 inherent in such litigation. Plaintiff and Class Counsel are likewise aware of the burdens of proof
15 necessary to establish liability for the Class Claims and PAGA Claims asserted in the Action,
16 both generally and in response to Defendant's defenses thereto, and the difficulties in establishing
17 damages and penalties for Class Members, and entitlement to civil penalties on behalf of PAGA
18 Affected Employees. Plaintiff and Class Counsel have also considered Defendant's agreement to
19 enter into a settlement that confers substantial relief upon Class Members and PAGA Affected
20 Employees. Based on the foregoing, Plaintiff and Class Counsel have determined that the
21 Settlement set forth in this Settlement Agreement is a fair, reasonable, and adequate settlement
22 and is in the best interests of Class Members and PAGA Affected Employees.

23 2.7 **Defendant's Reasons For Settlement.** Defendant has concluded that any further
24 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
25 Defendant's time, energy, and resources have been and, unless this Settlement is made, will
26 continue to be devoted to the defense of the Class Claims and PAGA Claims asserted by Plaintiff
27 on behalf of Class Members and PAGA Affected Employees. Defendant has also considered the
28 risks of further litigation in reaching its decision to enter into this Settlement. Although Defendant

1 strongly disputes Plaintiff's Class Claims and PAGA Claims and contends it is not liable for any
2 of the Class Claims or PAGA Claims alleged by Plaintiff in the Action, Defendant has
3 nonetheless agreed to settle in the manner and upon the terms set forth in this Settlement
4 Agreement to put to rest the Class Claims and PAGA Claims set forth in the Action and avoid
5 further protracted litigation. Defendant agrees that the Settlement set forth in this Settlement
6 Agreement is fair, reasonable, and adequate.

7 **3. SETTLEMENT TERMS.**

8 3.1 **Conditional Nature Of Stipulation For Certification.** Solely for the purposes of
9 this Settlement, the Parties stipulate and agree to the certification of the Class Claims asserted on
10 behalf of Class Members. Should for whatever reason the Settlement not become effective, the
11 fact that the Parties were willing to stipulate to certification of the Class Claims on behalf of the
12 Class Members as part of the Settlement shall have no bearing on, and shall not be admissible in
13 connection with, the issue of whether the Class Claims should be certified on behalf of the Class
14 Members in a non-settlement context in the Action or in any other lawsuit. Defendant expressly
15 reserves its right to oppose claim or class certification in the Action or any other action should
16 this Settlement not become effective.

17 3.2 **Appointment Of Class Representatives.** Solely for the purposes of this
18 Settlement, the Parties stipulate and agree that Plaintiff Jose Luis Topete Perez shall be appointed
19 as representative for the Class.

20 3.3 **Appointment Of Class Counsel.** Solely for the purposes of this Settlement, the
21 Parties stipulate and agree that Scott M. Lidman, Elizabeth Nguyen, Milan Moore, and Romina
22 Tamiry of Lidman Law, APC and Paul Haines of Haines Law Group, APC shall be appointed as
23 Class Counsel for the Class.

24 3.4 **Appointment Of Settlement Administrator.** Solely for the purposes of this
25 Settlement, the Parties stipulate and agree that Simpluris, Inc. shall be retained to serve as the
26 Settlement Administrator. The Settlement Administrator shall be responsible for: establishing a
27 toll-free telephone number; establishing a website which will have links to the Notice of
28 Settlement, the Settlement Agreement, and motions for approval of the Settlement and for

attorneys' fees and costs; establishing a Post Office Box for receipt of Class Member communications; preparing, printing, and mailing the Notice of Settlement to Class Members; receiving and reviewing Requests for Exclusion, if any, submitted by Class Members; providing weekly status reports to Defense Counsel and Class Counsel, which shall include the status of mailings to Class Members (including the total number of returned, undelivered, and re-mailed Notices of Settlement) and the total number of any responses, Notices of Objections, and Requests for Exclusion received from Class Members (including the total number of Notices of Objection and Requests for Exclusion that are deficient, late, or otherwise invalid); providing a due diligence declaration for submission to the Court prior to the Final Approval Hearing; mailing the Service Award to Plaintiff, the Class Counsel Fees Award and Class Counsel Costs Award to Class Counsel, the PAGA LWDA Payment to the LWDA, the PAGA Affected Employee Payments to PAGA Affected Employees, and the Class Member Payments to Participating Class Members; printing and providing Participating Class Members, PAGA Affected Employees, Plaintiff, and Class Counsel with IRS Form 1099 statements as required under applicable law; providing a due diligence declaration for submission to the Court upon the completion of the administration of the Settlement; and for such other tasks as the Parties mutually agree. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this Settlement Agreement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be a Settlement Administration Cost. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

3.5 **Consideration.**

3.5.1 **Gross Settlement Amount.** Provided that the Court approves the Settlement and the Effective Date occurs, Defendant will pay the Gross Settlement Amount, which is the

1 sum of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) (unless the Gross
2 Settlement Amount is increased pursuant to Paragraph 3.5.1.1 below). The Gross Settlement
3 Amount represents the gross monetary payment Defendant shall be required to make to or for the
4 benefit of Plaintiff, Participating Class Members, PAGA Affected Employees, and the State of
5 California for the Settlement of the Action. The Gross Settlement Amount shall be used to pay the
6 Service Award, the Class Counsel Fees Award, the Class Counsel Costs Award, Settlement
7 Administration Costs, the PAGA LWDA Payment, all PAGA Affected Employee Payments, and
8 all Class Member Payments.

9 3.5.1.1 Unexpected Pay Periods/Escalator Clause. Defendant represents
10 that there were an estimated 17,587 pay periods worked by Class Members during the Class
11 Period. In the event the parties learn prior to the mailing of the Notice of Settlement that the
12 number of pay periods worked by Class Members during the Class Period is more than 10%
13 greater than 17,587 pay periods, then Defendant agrees to increase the Net Settlement Amount on
14 a proportional basis (*i.e.*, if there is a 15% increase in the number of pay periods worked by Class
15 Members during the Class Period, then Defendant will increase the Net Settlement Amount by
16 15%, from the estimated \$88,333.34 to \$101,583.34). Similarly, Defendant represented that there
17 were an estimated 8,077 pay periods worked by PAGA Affected Employees during the PAGA
18 Period. In the event the parties learn prior to the mailing of the Notice of Settlement that the
19 number of pay periods worked by PAGA Affected Employees during the PAGA Period is more
20 than 10% greater than 8,077, then Defendant agrees to increase the PAGA Distribution Amount
21 on a proportional basis (*i.e.*, if there is a 15% increase in the number of pay periods worked by
22 PAGA Affected Employees during the PAGA Period, then Defendant will increase the PAGA
23 Distribution Amount by 15%, from the estimated \$20,000 to \$23,000).

24 3.5.1.2 Plaintiff's Service Award. In recognition of Plaintiff's time and
25 effort in prosecuting the Action on behalf of the Class, PAGA Affected Employees, and the State
26 of California, and as consideration for his Complete and General Release to the Released Parties,
27 Defendant agrees not to oppose Plaintiff's application for a Service Award in the amount of Five
28 Thousand Dollars and Zero Cents (\$5,000.00). The Service Award is subject to the Court's

1 approval and will be paid only from the Gross Settlement Amount. In the event that the Court
2 awards less than the full amount requested for the Service Award, the un-awarded amount will be
3 added to the Net Settlement Amount. This Settlement is not contingent upon the Court awarding
4 Plaintiff any particular amount in a service award. Plaintiff shall not have the right to object to or
5 revoke his agreement to the Settlement if the Court does not approve any or all of the requested
6 Service Award.

7 3.5.1.3 Class Counsel Fees Award. In full satisfaction of all claims Plaintiff
8 may have for attorneys' fees arising out of the Action, Defendant agrees not to oppose Plaintiff's
9 application for a Class Counsel Fees Award not to exceed one-third of the Gross Settlement
10 Amount (estimated to be Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents
11 (\$66,666.66), unless the Gross Settlement Amount is increased pursuant to Paragraph 3.5.1.1
12 above). The Class Counsel Fees Award is subject to the Court's approval and will be paid only
13 from the Gross Settlement Amount. At the Final Approval Hearing the Court shall allocate the
14 Class Counsel Fees Award to the following law firms which represented Plaintiff during the
15 litigation: Lidman Law, APC and Haines Law Group, APC. In the event that the Court awards
16 less than the full amount requested for the Class Counsel Fees Award, the un-awarded amount
17 will be added to the Net Settlement Amount. This Settlement is not contingent upon the Court
18 awarding Class Counsel any particular amount in attorneys' fees.

19 3.5.1.4 Class Counsel Costs Award. In full satisfaction of all claims
20 Plaintiff may have for litigation costs and expenses arising out of the Action, Defendant agrees
21 not to oppose Plaintiff's application for a Class Counsel Costs Award not to exceed Ten
22 Thousand Dollars and Zero Cents (\$10,000.00). The Class Counsel Costs Award is subject to the
23 Court's approval and will be paid only from the Gross Settlement Amount. At the Final Approval
24 Hearing the Court shall allocate the Class Counsel Costs Award to the following law firms which
25 represented Plaintiff during the litigation: Lidman Law, APC and Haines Law Group, APC. In the
26 event that the Court awards less than the full amount requested for the Class Counsel Costs
27 Award, the un-awarded amount will be added to the Net Settlement Amount. This Settlement is

28 ////

1 not contingent upon the Court awarding Class Counsel any particular amount in litigation costs
2 and expenses.

3 3.5.1.5 Settlement Administration Costs. The Parties agree that Defendant
4 shall pay the Settlement Administrator for third-party administration fees that are necessary to
5 administer the Settlement up to maximum payment of Ten Thousand Dollars and Zero Cents
6 (\$10,000.00). The Settlement Administration Costs to be paid to the Settlement Administrator are
7 subject to the Court's approval and will be paid only from the Gross Settlement Amount. In the
8 event that the Court awards less than the full amount set aside for Settlement Administration
9 Costs, the un-awarded amount will be added to the Net Settlement Amount.

10 3.5.1.6 PAGA Distribution Amount. The Parties agree that Defendant shall
11 pay Twenty Thousand Dollars and Zero Cents (\$20,000.00) to resolve the PAGA Claims – the
12 PAGA Distribution Amount – which shall be paid from the Gross Settlement Amount to resolve
13 all claims for civil penalties under the PAGA for the PAGA Claims alleged in the Action. In the
14 event the Court awards less than the full PAGA Distribution Amount, the un-awarded amount
15 will be added to the Net Settlement Amount. The PAGA Distribution Amount shall be allocated
16 as follows:

17 3.5.1.6.1 PAGA LWDA Payment. Seventy-five percent (75%)
18 of the PAGA Distribution Amount – totaling Fifteen Thousand Dollars and Zero Cents
19 (\$15,000.00) – shall be paid to the LWDA.

20 3.5.1.6.2 PAGA Affected Employee Payments. Twenty-five
21 percent (25%) of the PAGA Distribution Amount – totaling Five Thousand Dollars and Zero
22 Cents (\$5,000.00) – shall be paid to PAGA Affected Employees. The PAGA Affected Employee
23 Payments will be allocated 100% as penalties and interest and will be subject to IRS Form 1099
24 reporting.

25 3.5.1.7 Class Member Payments. Defendant shall pay each Participating
26 Class Member a Class Member Payment. The Class Member Payments are made to resolve the
27 Class Claims. The Class Member Payments shall be payable from the Gross Settlement Amount.
28 Each Class Member Payment shall be calculated by dividing a Participating Class Member's

1 individual pay periods worked for Defendant in California during the Class Period by the total of
2 all Participating Class Members' pay periods worked for Defendant in California during the Class
3 Period (all according to Defendant's business records), and multiplying this result by the Net
4 Settlement Amount. The Class Member Payments will be allocated 100% as penalties and interest
5 and will be subject to IRS Form 1099 reporting.

6 3.5.2 Released Class Claims. Upon Defendant's funding of the Gross Settlement
7 Amount, Plaintiff – on behalf of himself and Participating Class Members – will fully and
8 irrevocably release the Released Parties from the Class Claims, as defined in Paragraph 1.3, in
9 exchange for the consideration provided by this Settlement ("Released Class Claims"). All
10 Released Class Claims are released for the Class Period. Plaintiff and Participating Class
11 Members may discover facts in addition to or different from those they now know or believe to be
12 true with respect to the subject matter of the Released Class Claims but, upon Defendant's
13 funding of the Gross Settlement Amount, shall be deemed to have, and by operation of the Final
14 Approval Order and Judgment shall have, fully, finally, and forever settled and released any and
15 all of the Released Class Claims. It is the intent of the Parties that the Final Approval Order and
16 Judgment entered by the Court pursuant to this Agreement shall have full *res judicata* effect and
17 be final and binding upon Participating Class Members regarding the Released Class Claims.

18 3.5.3 Released PAGA Claims. Upon Defendant's funding of the Gross
19 Settlement Amount, Plaintiff – on behalf of himself, the State of California, and PAGA Affected
20 Employees – will fully and irrevocably release the Released Parties from the PAGA Claims, as
21 defined in Paragraph 1.24, in exchange for the consideration provided by this Settlement
22 ("Released PAGA Claims"). All Released PAGA Claims are released for the PAGA Period.
23 Plaintiff, the State of California, and PAGA Affected Employees may discover facts in addition
24 to or different from those they now know or believe to be true with respect to the subject matter
25 of the Released PAGA Claims, but upon Defendant's funding of the Gross Settlement Amount,
26 shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have,
27 fully, finally, and forever settled and released any and all of the Released PAGA Claims. It is the
28 intent of the Parties that the Final Approval Order and Judgment entered by the Court shall have

1 full *res judicata* effect and be final and binding upon the State of California and PAGA Affected
2 Employees regarding the Released PAGA Claims.

3 3.5.4 Plaintiff's Complete And General Release. In consideration for the
4 promises and payments set forth in this Settlement Agreement, to which Plaintiff is otherwise not
5 entitled, Plaintiff agrees to completely, irrevocably, unconditionally, and generally release the
6 Released Parties from any and all charges, complaints, claims, causes of action, debts, sums of
7 money, controversies, agreements, promises, damages, and liabilities of any kind or nature
8 whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from
9 conduct occurring on or before the date of Plaintiff's execution of this Settlement Agreement,
10 related to the Plaintiff's employment with Defendant and/or the Action, including but not limited
11 to any rights or claims arising under the California Constitution; the California Labor Code; the
12 California Business & Professions Code; the California Code of Regulations; the California Fair
13 Employment and Housing Act; the Fair Labor Standards Act; Title VII of the Civil Rights Act of
14 1964; the Americans with Disabilities Act; federal and state family leave statutes; and any and all
15 other federal, state, and local laws, statutes, executive orders, regulations, and common law,
16 including contract, employment, and tort law. This Complete and General Release includes a
17 1542 Waiver. Plaintiff may discover facts in addition to or different from those he now knows or
18 believes to be true with respect to the subject matter of the Complete and General Release, but
19 upon Defendant's funding of the Gross Settlement Amount, shall be deemed to have, and by
20 operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled
21 and released any and all of the claims covered by the Complete and General Release as the date
22 of Plaintiff's execution of the Settlement Agreement. Plaintiff agrees and understands that
23 Defendant and Plaintiff have had a bona fide dispute regarding, inter alia, wages owed.

24 3.6 **Settlement Administration Procedures.**

25 3.6.1 Settlement Approval And Implementation Procedures. As part of this
26 Settlement, the Parties agree to the following procedures for obtaining the Court's Preliminary
27 Approval of the Settlement, notifying Class Members of the Settlement, obtaining the Court's
28 final approval of the Settlement, and processing payments under the Settlement.

1 3.6.2 Preliminary Approval And Certification. As soon as practicable after
2 execution of this Settlement Agreement, and no later than September 10, 2021, Plaintiff will
3 submit this Settlement Agreement to the Court for Preliminary Approval. Plaintiffs' submission
4 will include this Settlement Agreement, including **Exhibits A-D**, and any motions, memoranda,
5 and evidence as may be necessary for the Court to determine that this Settlement Agreement is
6 fair, reasonable, and adequate. Defendant agrees not to oppose Plaintiffs' motion for a
7 Preliminary Approval Order unless the motion is inconsistent with the terms set forth in this
8 Settlement Agreement.

9 3.6.3 LWDA Notice. Pursuant to California Labor Code section 2699(I), Class
10 Counsel will provide a copy of this Settlement Agreement to the LWDA concurrently with the
11 filing of the motion for Preliminary Approval. Class Counsel will also file a declaration in
12 support of the motion for Preliminary Approval confirming that they have submitted the
13 Settlement Agreement to the LWDA in compliance with California Labor Code section 2699(I).
14 The Parties intend to and believe that the notice pursuant to the procedures described in this
15 Paragraph complies with the requirements of PAGA, and the Parties will request that the Court
16 adjudicate the validity of the notice to the LWDA in the motion for final approval of the
17 Settlement.

18 3.6.4 Employee List. No more than fifteen (15) calendar days after entry of the
19 Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the
20 Employee List for purposes of mailing the Notice of Settlement to Class Members. Because
21 employees' sensitive personal information is included in the Employee List, the Settlement
22 Administrator shall maintain the Employee List securely in accordance with the Information
23 Security and Services Agreement attached hereto as **Exhibit D**. Access to such Employee List
24 shall be limited to employees of the Settlement Administrator with a need to use the Employee
25 List for administration of the Settlement. However, Class Counsel will be provided with the
26 Employee List with specific identifying information (including the full names, last known
27 addresses, last known telephone numbers, and social security numbers of the Class Members)
28 redacted so that Class Counsel can review the estimated calculations and payments to be made to

1 Class Members and ensure they are accurate so that Class Counsel can properly execute their
2 fiduciary duties to the Class Members.

3 3.6.5 Notice By First Class U.S. Mail. Upon receipt of the Employee List, the
4 Settlement Administrator will conduct a national change of address search and a skip trace for the
5 most current address of all former employee Class Members and PAGA Affected Employees and
6 will update such former employees' addresses as necessary. Twenty-one (21) calendar days after
7 receipt of the Employee List, the Settlement Administrator shall mail the Notice of Settlement to
8 all Class Members by First Class U.S. Mail. The address identified by the Settlement
9 Administrator as the current mailing address shall be presumed to be the best mailing address for
10 each Class Member.

11 3.6.6 Class Member Questions And/Or Disputes About Pay Period Totals And
12 Estimated Payments. The Notice of Settlement will inform each Class Member of the number of
13 pay periods worked for Defendant during both the Class Period and PAGA Period, and the Class
14 Member's estimated Class Member Payment and estimated PAGA Affected Employee Payment.
15 The Notice of Settlement will also inform each Class Member that if they have questions and/or
16 disputes about the pay period or estimated payment amounts, they are directed to contact the
17 Settlement Administrator and provide any evidence, documentary or otherwise, to explain why
18 they have questions or disputes. Any such question and/or dispute, including any supporting
19 documentation, must be sent to the Settlement Administrator by the Response Deadline. Under
20 such circumstances, the Settlement Administrator will advise counsel for both Parties of the Class
21 Member's question(s) and/or dispute(s), and the Parties will cooperate in good faith to resolve the
22 question(s). If a resolution cannot be reached by and among the Parties and the Settlement
23 Administrator, the Court will render all final decisions on such questions and/or disputes.

24 3.6.7 Undeliverable Notices. Any Notice of Settlement returned to the
25 Settlement Administrator as non-deliverable shall be re-mailed to the forwarding address affixed
26 thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable
27 efforts to obtain an updated mailing address. If an updated address is identified, the Settlement
28 Administrator shall resend the Notice of Settlement to the Class Member within seven (7)

1 calendar days of the date of the return of the Notice of Settlement. The remailing of a Class
2 Member's Notice of Settlement shall extend the Response Deadline for that Class Member by
3 fourteen (14) days. If, for any reason, a Class Member's individual's Notice of Settlement is non-
4 deliverable, the Settlement Administrator will not mail such individual's Class Member Payment
5 or PAGA Affected Employee Payment, if any. Rather, the Settlement Administrator will hold
6 such payment(s) until the Void Date, at which time the funds shall be delivered to the State of
7 California Controller's Office, Unclaimed Property Fund, pursuant to Paragraph 3.7.9.

8 3.6.8 Notice Satisfies Due Process. Compliance with the notice procedures
9 specified in this Settlement Agreement shall constitute due and sufficient notice to Class
10 Members of this Settlement and shall satisfy the requirements of due process. Nothing else shall
11 be required of, or done by, the Parties, Class Counsel, Defense Counsel, or the Settlement
12 Administrator to provide notice of the proposed Settlement. In the event the procedures in this
13 Settlement Agreement are followed and the intended recipient of a Notice of Settlement still does
14 not receive the Notice of Settlement, the intended recipient shall remain a Participating Class
15 Member and will be bound by all terms of the Settlement and any Final Approval Order and
16 Judgment entered by the Court upon the Effective Date.

17 3.6.9 Requests For Exclusion.

18 3.6.9.1 Class Members' Requests For Exclusion. The Notice of Settlement
19 shall state that Class Members who wish to exclude themselves from the Class Member Payment
20 portion of the Settlement must submit a written Request for Exclusion to the Settlement
21 Administrator by the Response Deadline. To be valid, the Request for Exclusion must: (a) contain
22 the full name, address, and last four digits of the social security number of the person requesting
23 exclusion; (b) be signed by the person requesting exclusion; and (c) state that the person wishes to
24 exclude himself/herself from the Settlement in the *Perez v. Production Resource Group, L.L.C.*
25 case, or Case No. 20STCV38584, or some other descriptor that identifies the case. If the Request
26 for Exclusion does not contain the information listed in (a)-(c) or is not postmarked by the
27 Response Deadline and returned to the Settlement Administrator at the specified address, it will
28 not be deemed a timely and valid Request for Exclusion. The date of the postmark on the return

1 mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion
2 has been timely submitted. Any Class Member who submits a timely and valid Request for
3 Exclusion will not be entitled to a Class Member Payment and will not be bound by the release of
4 the Released Class Claims. Any Class Member who submits a timely and valid Request for
5 Exclusion will not have any right to object to, appeal, or comment on the Settlement. Class
6 Members who do not submit a timely and valid Request for Exclusion on or before the Response
7 Deadline shall be deemed Participating Class Members and will be bound by all terms of the
8 Settlement and the Final Approval Order and Judgment entered in this Action. The Parties agree
9 there is no statutory or other right for any PAGA Affected Employee to opt out or otherwise
10 exclude himself or herself from the PAGA portion of the Settlement. Under no circumstances will
11 a Class Member who has submitted a timely and valid Request for Exclusion be considered to
12 have opted out of the PAGA Distribution Amount portion of the Settlement or the Released
13 PAGA Claims.

14 3.6.9.2 Report of Requests For Exclusion. No later than fourteen (14)
15 calendar days after the Response Deadline, the Settlement Administrator shall provide:
16 (a) Defense Counsel with a complete list of all Class Members who have submitted timely and
17 valid Requests for Exclusion, including their name and social security number; and (b) Class
18 Counsel with a summary report that includes only the number of Requests for Exclusion received
19 by the Settlement Administrator from Class Members.

20 3.6.10 Notices of Objections. Class Members shall be given an opportunity to
21 object to the settlement of the Class Claims by submitting a Notice of Objection; neither Class
22 Members nor PAGA Affected Employees may object to the settlement of the PAGA Claims. The
23 Notice of Settlement shall state that Class Members who wish to object to the Settlement must
24 submit a written Notice of Objection to the Settlement Administrator by the Response Deadline.
25 To be valid, the Notice of Objection must: (a) contain the full name, address and last four digits
26 of the social security number of the Class Member; (b) state the case name and number, *Jose Luis*
27 *Topete Perez v. Production Resource Group, L.L.C.*, Superior Court of California, County of Los
28 Angeles, Case No. 20STCV38584; the basis for the objection; and whether the Class Member

1 intends to appear at the Final Approval Hearing; and (c) be signed by the Class Member. If the
2 Notice of Objection does not contain the information listed in (a)-(c) or is not mailed to the
3 Settlement Administrator by the Response Deadline, it will not be deemed a timely and valid
4 Notice of Objection to this Settlement. The date of the postmark on the service mailing envelope
5 for the Settlement Administrator shall be the exclusive means used to determine whether a Notice
6 of Objection has been timely submitted to the Settlement Administrator. Class Members will have
7 a right to appear at the Final Approval Hearing to have their objections heard by the Court.

8 3.6.11 No Solicitation Of Exclusions Or Objections. The Parties agree to use their
9 best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their
10 counsel seek to solicit or otherwise encourage Class Members to submit a Request for Exclusion
11 from, or a Notice of Objection to, the Settlement or to appeal from the Court's Final Approval
12 Order and Judgment, including through the use of social media or electronic advertisement. Class
13 Counsel shall not represent Class Members with respect to any objections or appeals to this
14 Settlement.

15 3.6.12 Settlement Administrator Declaration In Support Of Final Approval. No
16 fewer than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator
17 shall provide the Parties with a statement detailing the actions taken by the Settlement
18 Administrator to administer the Settlement to date, along with all incurred and anticipated
19 Settlement Administration Costs.

20 3.6.13 Final Approval Hearing. No later than thirty (30) calendar days after the
21 Response Deadline, Plaintiff shall submit the motion for final approval of this Settlement to the
22 Court. The Court shall hold the Final Approval Hearing, where objections, if any, may be heard
23 and the Court shall determine whether the Settlement should be finally approved, and if so, the
24 amounts payable for: (a) Plaintiff's Service Award; (b) the Class Counsel Fees Award; (c) the
25 Class Counsel Costs Award; (d) Settlement Administration Costs; (e) the PAGA LWDA
26 Payment; (f) PAGA Affected Employee Payments; and (g) Class Member Payments.

27 3.6.14 Entry Of Final Approval Order and Judgment. If the Court approves this
28 Settlement at or after the Final Approval Hearing, the Parties shall request that the Court enter a

1 Final Approval Order and Judgment, substantially in the form of **Exhibit C**. After issuing the
2 Final Approval Order and Judgment, the Court shall retain jurisdiction over the Parties to enforce
3 and implement the terms of the Final Approval Order and Judgment.

4 3.7 **Funding And Allocation Of Settlement.**

5 3.7.1 Settlement Accounting. Within ten (10) calendar days after the Effective
6 Date, the Settlement Administrator will provide the Parties with an accounting of all anticipated
7 payments from the Settlement Fund Account as specified in this Settlement Agreement and
8 approved by the Court, including: (a) Plaintiff's Service Award; (b) the Class Counsel Fees
9 Award; (c) the Class Counsel Costs Award; (d) Settlement Administration Costs; (e) the PAGA
10 LWDA Payment; (f) PAGA Affected Employee Payments; and (g) Class Member Payments.

11 3.7.2 Funding The Settlement. Within fifteen (15) calendar days following the
12 Effective Date, Defendant shall fund the Settlement by providing the Gross Settlement Amount to
13 the Settlement Administrator. The Settlement Administrator shall deposit the funds in the
14 Settlement Fund Account and will disburse the funds in the manner and at the times set forth in
15 this Settlement Agreement.

16 3.7.3 Payment of Service Award. Within thirty (30) calendar days following the
17 Effective Date, the Settlement Administrator shall distribute from the Settlement Fund Account
18 the Service Award to Plaintiff. Plaintiff agrees to provide the Settlement Administrator with an
19 executed IRS Form W-9 before the Service Award is issued. The Settlement Administrator shall
20 issue an IRS Form 1099 to Plaintiff for his Service Award. Plaintiff shall be solely and legally
21 responsible for paying any and all applicable taxes on his Service Award and shall hold
22 Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result
23 of the Service Award. The Service Award shall be in addition to Plaintiff's: (a) Class Member
24 Payment which he shall receive as a Participating Class Member; and (b) PAGA Affected
25 Employee Payment which he shall receive as a PAGA Affected Employee.

26 3.7.4 Payment of Class Counsel Fees Award And Class Counsel Costs Award.
27 Within thirty (30) calendar days following the Effective Date, the Settlement Administrator shall
28 distribute from the Settlement Fund Account the Class Counsel Fees Award and Class Counsel

1 Costs Award to Class Counsel. Class Counsel each agree to provide the Settlement Administrator
2 with an executed IRS Form W-9 before the Class Counsel Fees Award and Class Counsel Costs
3 Award are issued. The Settlement Administrator shall issue an IRS Form 1099 to each Class
4 Counsel for the payments made pursuant to this Paragraph. Neither Class Counsel nor any other
5 current or past counsel for Plaintiff shall be permitted to petition the Court for, or to accept, any
6 additional payments for attorneys' fees, costs, interest, or any other amount from Defendant
7 except as specified above. Defendant's payment of the Class Counsel Fees Award and Class
8 Counsel Costs Award shall constitute full satisfaction of the obligation to pay any amounts to any
9 person, attorney, or law firm, including but not limited to attorneys' fees, expenses, or costs in the
10 Action incurred by any other attorney or law firm which any of them may claim to have incurred
11 on behalf of Plaintiff, Class Members, the State of California, and/or PAGA Affected Employees.
12 The Parties further agree that the Class Counsel Fees Award and Class Counsel Costs Award
13 shall be for all attorneys' fees, expenses, and costs, present and future, incurred in the Action by
14 all attorneys working on behalf of the Plaintiff, Class Members, the State of California, and/or
15 PAGA Affected Employees.

16 3.7.5 Payment of Settlement Administration Costs. Within thirty (30) calendar
17 days following the Effective Date, the Settlement Administrator shall pay from the Settlement
18 Fund Account the Court-approved Settlement Administration Costs.

19 3.7.6 Payment of PAGA LWDA Payment. Within thirty (30) calendar days
20 following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund
21 Account a check payable to the LWDA for the PAGA LWDA Payment (*i.e.*, its seventy-five
22 percent (75%) share of the PAGA Distribution Amount).

23 3.7.7 Payment of PAGA Affected Employee Payments. Within thirty (30)
24 calendar days following the Effective Date, the Settlement Administrator shall distribute from the
25 Settlement Fund Account to PAGA Affected Employees their collective twenty-five percent
26 (25%) share of the PAGA Distribution Amount. One hundred percent (100%) of each PAGA
27 Affected Employee Payment shall be allocated to miscellaneous income for which an IRS Form
28 1099 will issue, if required by law. The Parties make no representations as to the tax treatment or

1 legal effect of the PAGA Affected Employee Payments, and PAGA Affected Employees are not
2 relying on any statement or representation by the Parties in this regard. PAGA Affected
3 Employees will be solely responsible for the payment of any taxes and penalties assessed on the
4 PAGA Affected Employee Payments.

5 3.7.8 Payment of Class Member Payments. Within thirty (30) calendar days
6 following the Effective Date, the Settlement Administrator shall distribute from the Settlement
7 Fund Account the Class Member Payments to Participating Class Members. One hundred percent
8 (100%) of each Class Member Payment shall be allocated as miscellaneous income for which an
9 IRS Form 1099 will issue, if required by law. The Parties make no representations as to the tax
10 treatment or legal effect of the Class Member Payments, and Participating Class Members are not
11 relying on any statement or representation by the Parties in this regard. Participating Class
12 Members will be solely responsible for the payment of any taxes and penalties assessed on the
13 Class Member Payments.

14 3.7.9 Void Date for Uncashed Checks. Any checks issued to Participating Class
15 Members or PAGA Affected Employees shall remain valid and negotiable for one hundred and
16 fifty (150) calendar days from the date of their issuance and then shall become void on the 151st
17 day after mailing, *i.e.*, the Void Date. The Parties agree that any unclaimed funds in the
18 Settlement Fund Account as a result of the failure to cash Class Member Payment checks and
19 PAGA Affected Employee Payment checks by the Void Date shall be transmitted by the
20 Settlement Administrator to the State of California Controller's Office, Unclaimed Property Fund,
21 in accordance with California law regarding such escheatment, within twenty-one (21) calendar
22 days of the Void Date.

23 3.8 **Miscellaneous.**

24 3.8.1 No Pending Or Future Lawsuits By Plaintiff. Other than the Action,
25 Plaintiff represents that he does not have any pending lawsuits, administrative complaints, or
26 charges against Defendant or any of the Released Parties in any local, state, or federal court or
27 administrative agency. Plaintiff further acknowledges that all claims raised therein, if any, shall
28 be fully and finally extinguished by virtue of this Settlement Agreement and the Court's Final

1 Approval Order and Judgment (except for any claims that cannot, as a matter of law, be
2 extinguished by this Settlement).

3 3.8.2 No Effect On Employee Benefits. Amounts paid to Plaintiff, Participating
4 Class Members, and PAGA Affected Employees pursuant to this Settlement Agreement do not
5 count as earnings or compensation for purposes of any benefits (*e.g.*, 401(k) plans or retirement
6 plans) sponsored by Defendant.

7 3.8.3 Nullification Of Settlement Agreement. In the event: (a) the Court does not
8 enter the Preliminary Approval Order as provided herein; (b) the Court does not enter a Final
9 Approval Order and Judgment as provided herein; or (c) the Settlement does not become final for
10 any other reason, this Settlement Agreement shall be null and void and any order entered by the
11 Court in furtherance of this Settlement shall be treated as void from the beginning. In such case,
12 any funds to be awarded under this Settlement shall be returned to their respective statuses as of
13 the date and time immediately prior to the execution of this Settlement Agreement and the Parties
14 shall proceed in all respects as if this Settlement Agreement had not been executed, except that
15 any Settlement Administration Costs already incurred by the Settlement Administrator shall be
16 paid by the Parties in equal shares. In the event an appeal is filed from the Court's Final Approval
17 Order and Judgment or from an order denying any motion to intervene, or any other appellate
18 review is sought, the administration of the Settlement shall be stayed pending final resolution of
19 the appeal and Defendant will not be required to fund this Settlement until and unless the
20 Effective Date is reached.

21 3.8.4 Exhibits. The terms of this Settlement Agreement include the terms set
22 forth in the attached **Exhibits A-D**, which are incorporated by this reference as though fully set
23 forth herein. All **Exhibits A-D** to this Settlement Agreement are an integral part of the
24 Settlement.

25 3.8.5 Headings. The descriptive headings of any paragraphs or sections of this
26 Settlement Agreement are inserted for convenience only and do not constitute a part of this
27 Settlement Agreement.

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1 3.8.6 Interim Stay Of Proceedings. The Parties agree to stay all proceedings in
2 the Action, except such proceedings necessary to implement and complete the Settlement,
3 pending the Final Approval Hearing to be conducted by the Court.

4 3.8.7 Amendment Or Modification. This Settlement Agreement may be amended
5 or modified only by a written instrument signed by all Parties or their successors-in-interest.

6 3.8.8 Entire Agreement. This Settlement Agreement and the attached **Exhibits**
7 **A-D** constitute the entire agreement among the Parties, and no oral or written representations,
8 warranties, or inducements have been made to any Party concerning this Settlement Agreement or
9 its **Exhibits A-D** other than the representations, warranties, and covenants contained and
10 memorialized in the Settlement Agreement and its **Exhibits A-D**.

11 3.8.9 Authorization To Enter Into Settlement Agreement. The person signing this
12 Settlement Agreement on behalf of Defendant represents and warrants that she is authorized to
13 sign this Settlement Agreement on behalf of Defendant. Plaintiff represents and warrants that he
14 is authorized to sign this Settlement Agreement and that he has not assigned any claim covered by
15 this Settlement to a third party. The Parties and their counsel agree to cooperate with each other
16 fully and to use their best efforts to effect the implementation of the Settlement. Such cooperation
17 includes, but is not limited to, execution of such other documents and the taking of such other
18 actions as may be reasonably necessary to fulfill the terms of this Settlement. In the event the
19 Parties are unable to reach agreement on the form or content of any document needed to
20 implement the Settlement or on any supplemental provisions that may become necessary to
21 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
22 such disagreement.

23 3.8.10 Binding On Successors And Assigns. This Settlement Agreement shall be
24 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
25 previously defined.

26 3.8.11 California Law Governs. All terms of this Settlement Agreement and the
27 **Exhibits A-D** hereto shall be governed by and interpreted according to the laws of the State of
28 California.

3.8.12 This Settlement Is Fair, Reasonable, And Adequate. The Parties believe this Settlement is a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement after lengthy, extensive arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement Agreement shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Settlement Agreement.

3.8.13 Publicity. Plaintiff and Class Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any inquiry from the press about this case, or otherwise publicize the Action, the facts of the Action, or the outcome of the Settlement. With the exception of a general description of the case and total settlement amount, with no Party or industry-identifying information, Plaintiff and Class Counsel also agree not to publish the terms of the Settlement or any related information on their website(s), for advertising purposes, and/or in publication materials generally available to the public. This provision shall not prevent Class Counsel from referring to this Settlement in court-filed “adequacy of counsel” showings in other class and representative actions.

3.8.14 Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement Agreement shall be: (a) in writing; (b) deemed given on the third business day after mailing; and (c) sent via United States registered or certified mail, return receipt requested, addressed as follows:

TO PLAINTIFF:

Scott M. Lidman
Elizabeth Nguyen
Milan Moore
Lidman Law, APC
2155 Campus Drive, Suite 150
El Segundo, California 90245

Paul K. Haines
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245

TO DEFENDANT:

Julie Dunne
Matthew Riley
Vani Parti
DLA Piper LLP (US)
401 B Street, Suite 1700
San Diego, California 92101

1 3.8.15 Attorneys' Fees. In the event Defendant fails to fund the Settlement
2 following the Effective Date as set forth in Paragraph 3.7.1, Plaintiff shall be entitled to recover
3 his reasonable attorneys' fees and costs incurred in seeking enforcement of the Settlement
4 Agreement.

5 3.8.16 Execution By Class Members. It is agreed that it is impossible or
6 impractical to have each Class Member execute this Settlement Agreement. The Notice of
7 Settlement will therefore advise all Class Members of the binding nature of the Settlement and the
8 Released Class Claims, which release shall have the same force and effect as if each Class
9 Member executed this Settlement Agreement individually (excepting only those Class Members
10 from the Class Member Payment who return a timely and valid Request for Exclusion).

11 3.8.17 Counterparts. This Settlement Agreement shall become effective upon its
12 execution by all of the undersigned. Plaintiff, Class Counsel, Defendant, and Defense Counsel
13 may execute this Settlement Agreement in counterparts, which shall have the same force and
14 effect as if each had signed the same instrument. Copies of the executed settlement agreement
15 shall be effective for all purpose as though the signatures contained therein were original
16 signatures. Electronic signature (e.g., Docu-signed signatures) shall not be used to execute this
17 Settlement Agreement; rather, actual ink signatures shall be used to execute this settlement
18 agreement.

19 Dated: March 22, 2022

By:

21 
22 Jose luis topete per ez (Mar 22, 2022 11:24 PDT)
23 JOSE LUIS TOPETE PEREZ
24 PLAINTIFF
25
26
27
28

1 Dated: March __, 2022

DEFENDANT PRODUCTION RESOURCE
GROUP, L.L.C.

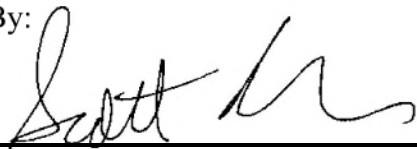
By:

Name: Robert Manners
Title: Executive Vice President & General
Counsel

8 Dated: March 22, 2022

LIDMAN LAW, APC

By:



SCOTT M. LIDMAN
Attorney for Plaintiff Jose Luis Topete Perez

14 Dated: March 22, 2022

HAINES LAW GROUP, APC

By:



PAUL HAINES
Attorney for Plaintiff Jose Luis Topete Perez

20 Dated: March __, 2022

DLA PIPER LLP (US)

By:

JULIE A. DUNNE

Attorney for Defendant
Production Resource Group, L.L.C.

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Dated: March 22, 2022

DEFENDANT PRODUCTION RESOURCE
GROUP, L.L.C.

By:



Name: Robert Manners
Title: Executive Vice President & General
Counsel

Dated: March __, 2022

LIDMAN LAW, APC

By:

SCOTT M. LIDMAN
Attorney for Plaintiff Jose Luis Topete Perez

Dated: March __, 2022

HAINES LAW GROUP, APC

By:

PAUL HAINES
Attorney for Plaintiff Jose Luis Topete Perez

Dated: March 22, 2022

DLA PIPER LLP (US)

By:



JULIE A. DUNNE

Attorney for Defendant
Production Resource Group, L.L.C.

EXHIBIT A

EXHIBIT A

NOTICE OF PENDENCY OF A CLASS ACTION SETTLEMENT
Jose Luis Topete Perez v. Production Resource Group, L.L.C.
Los Angeles County Superior Court, Case No. 20STCV38584
Hon. Maren E. Nelson, Department 17

To all current and former employees of Production Resource Group, L.L.C. (“**PRG**” or “**Defendant**”) who were employed by PRG in the State of California at any time during the period from April 6, 2019 through and including August 20, 2020 and who received a wage statement that identified the employer as “PRG” and/or anything other than “Production Resource Group, L.L.C.”.

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHT TO MONEY IN CONNECTION WITH THE SETTLEMENT OF A CLASS ACTION LAWSUIT. AS DISCUSSED IN GREATER DETAIL BELOW IN SECTION F, YOUR OPTIONS INCLUDE:

1. DO NOTHING: If you do nothing in response to this Notice and the Court grants final approval of the Settlement, you will receive a Class Member Payment, you will be bound by the terms of the Settlement, and you will be deemed to have released the Released Class Claims against the Released Parties.

2. REQUEST EXCLUSION: If you do not wish to participate in the Class Member Payment portion of the Settlement, you must submit a Request for Exclusion which must be completed, dated, signed by you, and returned to the Settlement Administrator by mail postmarked by [REDACTED], 2022

3. OBJECT: You may object to the Settlement of the Class Claims by mailing a Notice of Objection to the Settlement Administrator postmarked no later than [REDACTED], 2022. You will have a right to appear at the Final Approval Hearing to have your objections heard orally by the Court whether or not you submit a written objection. The Final Approval Hearing is scheduled for [REDACTED], 2022, at [REDACTED] .m., in Department 17 at the Superior Court of California for the County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012

A. WHAT IS THIS NOTICE ABOUT?

A settlement agreement (the “**Settlement**”) has been reached between Plaintiff Jose Luis Topete Perez (“**Plaintiff**”) and Defendant PRG in a class action (the “**Action**”) pending in the Superior Court for the County of Los Angeles (the “**Court**”). Plaintiff filed the Action on behalf of himself and all current and former employees of PRG who were employed by PRG in the State of California at any time during the period from April 6, 2019 through and including August 20, 2020 and who received a wage statement that identified the employer as “PRG” and/or anything other than “Production Resource Group, L.L.C.” (the “**Class Members**”). Plaintiff also filed the Action on behalf of himself, the State of California, and all current and former non-exempt employees of PRG who were employed by PRG in the State of California at any time during the period from July 16, 2019 through and including April 1, 2021 (the “**PAGA Affected**”).

Employees”) seeking civil penalties pursuant to the Private Attorneys’ General Act of 2004, California Labor Code section 2698 *et seq.* (“**PAGA**”).

The Court has preliminarily approved the Settlement and conditionally certified a class of all Class Members for purposes of the Settlement only. You have received this notice because PRG’s records indicate that you are a Class Member. This notice is designed to provide you with a brief description of the Action, inform you of the terms of the proposed Settlement, and discuss your rights and options in connection with the Settlement, including how you can participate in the Settlement, opt out of the Settlement, or object to the Settlement. Unless you submit a timely and valid Request for Exclusion, the Settlement will be binding upon you if and when it is approved by the Court.

B. WHAT IS THIS LAWSUIT ABOUT?

The Action is titled “*Jose Luis Topete Perez, as an individual and on behalf of all others similarly situated, Plaintiff, v. Production Resource Group, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive, Defendants,*” designated as Los Angeles County Superior Court Case No. 20STCV38584.

In the Action, Plaintiff alleges that PRG failed to provide him and all Class Members with accurate, itemized wage statements because, beginning in 2019, PRG referred to the employer name on wage statements as “PRG” rather than Production Resource Group, L.L.C., allegedly in violation of California Labor Code section 226. Based on this allegation, Plaintiff asserts a claim under California Labor Code section 226. Plaintiff seeks recovery of wage statement penalties.

Separately, Plaintiff also alleges a claim for civil penalties under PAGA for failure to provide rest periods in compliance with California law based on the theory that PRG required employees to remain on the work premises during rest periods. Plaintiff’s claim for civil penalties under PAGA is not part of the settlement of the Class Claims discussed in this notice.

PRG denies all of Plaintiff’s class action allegations. Specifically, PRG contends, among other things, that its policies and practices with respect to providing wage statements to its employees do not violate the California Labor Code; a class could not be appropriately certified in the Action with respect to the wage statement claim; and, if a class were certified, Plaintiff’s wage statement claim fails as a matter of law.

After good-faith negotiations in which both sides recognized the substantial risk of an uncertain outcome in litigation, Plaintiff and PRG agreed to settle the Action pursuant to the terms and conditions of the Settlement. The Parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by PRG that Plaintiff’s claims in the Action have merit or that PRG has any liability to Plaintiff or Class Members. On the contrary, PRG denies any and all such liability.

C. SUMMARY OF THE SETTLEMENT PAYMENTS

1. **Gross Settlement Amount:** PRG will pay \$200,000 as the Gross Settlement Amount. The Gross Settlement Amount will fund all payments to be made under the Settlement, which shall include all amounts paid for the Service Award to Plaintiff, the Class Counsel Fees Award, the Class Counsel

Costs Award, the Settlement Administration Costs, the PAGA Distribution Amount to resolve Plaintiff's claim for civil penalties, and the Class Member Payments to Participating Class Members.

2. **Plaintiff's Service Award:** Plaintiff will seek approval from the Court for a payment of \$5,000 in recognition of his work in prosecuting the Action, in undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Action, and for the Complete and General Release that he is providing to PRG as part of the Settlement. If awarded by the Court, this Service Award will be paid out of the Gross Settlement Amount.
3. **Class Counsel Fees Award:** The attorneys prosecuting the Action, Lidman Law, APC and Haines Law Group, APC (collectively, "**Class Counsel**"), will request up to \$66,666.66 (representing 33% of the Gross Settlement Amount) for their attorneys' fees incurred in connection with their work in the Action. PRG's payment of the Class Counsel Fees Award constitutes full and complete compensation for all legal fees of all attorneys representing Plaintiff in the Action (including Lidman Law, APC and the Haines Law Group, APC) and all work done through the completion of the Action, whatever date that may be. Class Members are not required to pay Class Counsel for any other attorneys' fees under the Settlement. If awarded by the Court, the Class Counsel Fees Award will be paid out of the Gross Settlement Amount.
4. **Class Counsel Costs Award:** Class Counsel will also request up to \$10,000 for litigation costs and expenses incurred in connection with their work in the Action. PRG's payment of the Class Counsel Costs Award constitutes full and complete compensation for all costs and expenses of all attorneys representing Plaintiff in the Action (including Lidman Law, APC and the Haines Law Group, APC). Class Members are not required to pay Class Counsel for any costs or expenses under the Settlement. If awarded by the Court, the Class Counsel Costs Award will be paid out of the Gross Settlement Amount.
5. **Settlement Administration Costs:** The reasonable costs of administering the Settlement, up to a maximum of \$10,000, will be paid out of the Gross Settlement Amount. The Court has appointed Simpluris, Inc. to act as an independent Settlement Administrator for purposes of administering this Settlement.
6. **PAGA Distribution Amount:** \$20,000 of the Gross Settlement Amount has been allocated to PAGA civil penalties.
7. **Net Settlement Amount:** The Net Settlement Amount shall be what remains of the Gross Settlement Amount after deductions are made for the Plaintiff's Service Award, the Class Counsel Fees Award, the Class Counsel Costs Award, the Settlement Administration Costs, and the PAGA Distribution Amount. Assuming the Service Award is \$5,000, the Class Counsel Fees Award is \$66,666.66, the Class Counsel Costs Award is \$10,000, the Settlement Administration Costs are \$10,000, and the PAGA Distribution Amount is \$20,000, then the Net Settlement Amount shall be \$88,333.34.
8. **Class Member Payments:** PRG will pay the Net Settlement Amount to Participating Class Members based on the number of individual pay periods each worked for Defendant in California during the Class Period. Each Class Member Payment shall be calculated by dividing a Participating Class Member's individual pay periods worked for Defendant in California during the Class Period by the total of all Participating Class Members' pay periods worked for Defendant in California during the Class Period (all according to Defendant's business records), and multiplying this result by the Net Settlement Amount. The Class Member Payments will be allocated 100% as penalties and interest and will be subject to IRS Form 1099 reporting.

9. The Service Award, Class Counsel Fees Award, Class Counsel Costs Award, Settlement Administration Costs, PAGA Distribution Amount, and Class Member Payments will be paid after the Court enters a Final Approval Order and Judgment, all time to appeal or challenge the Final Approval Order and Judgment has lapsed, and the Final Approval Order and Judgment remains enforceable (*i.e.*, the “**Effective Date**”).
10. If the Court does not grant final approval of the Settlement or if the Settlement does not become final and binding for any reason, then the Settlement will become null and void; if that occurs, neither Plaintiff nor PRG will have further obligations under the Settlement, including any obligation by PRG to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Settlement. An award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Service Award, Class Counsel Fees Award, Class Counsel Costs Award, or Settlement Administration Costs will not render the Settlement null and void.

D. HOW MUCH WILL I RECEIVE IF I PARTICIPATE IN THE CLASS SETTLEMENT?

PRG’s records indicate that: (1) during the Class Period (*i.e.*, between April 6, 2019 and August 20, 2020), you worked a total of [REDACTED] pay periods. Based on this information, it is estimated that your Class Member Payment will be approximately \$ [REDACTED] assuming the Net Settlement Amount is \$88,333.34, as described above.

PRG’s records indicate that: (1) during the PAGA Period (*i.e.*, between July 16, 2019 and April 1, 2021), you worked a total of [REDACTED] pay periods. Based on this information, it is estimated that your PAGA Affected Employee Payment will be approximately \$ [REDACTED].

E. WHAT CLAIMS ARE RELEASED?

If you do not request to be excluded from the class action aspects of the Settlement, you will be a Participating Class Member and be unable to sue, continue to sue, or be a part of any other lawsuit against the Released Parties regarding the “Released Class Claims” in this Settlement. “**Released Parties**” means PRG and its subsidiaries, affiliates, and/or parents, employee benefit plans sponsored or maintained by any of the foregoing, their attorneys, and their respective successors and predecessors in interest; all of their respective officers, directors, managers, employees, administrators, fiduciaries, trustees, beneficiaries, and agents; and each of their past, present, and future officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers, and reinsurers. Notwithstanding the foregoing, the Released Parties do not include any individual who is a Class Member. If you are a PAGA Affected Employee, you will still receive a PAGA Affected Employee Payment and be bound by the release of the PAGA Claims described below, even if you request to be excluded from the class action aspect of the Settlement.

Released Class Claims: Upon Defendant’s funding of the Gross Settlement Amount, Plaintiff – on behalf of himself and Participating Class Members – will fully and irrevocably release the Released Parties from the Class Claims, as defined below, in exchange for the consideration provided by this Settlement.

“**Class Claims**” means any and all claims, rights, demands, liabilities, and causes of action of every nature and description, whether known or unknown, for wages, benefits, and related penalties that arose during the Class Period and were actually asserted or that could have been asserted in the Complaint filed by the

Plaintiff in the Action on October 7, 2020 (hereinafter, the “operative Complaint) on behalf of himself and/or the Class Members based on the facts alleged in Plaintiff’s first cause of action alleging a class claim for alleged violation of California Labor Code section 226, including but not limited to claims for: (a) statutory penalties, civil penalties, and damages for failure to timely provide accurate, itemized wage statements in violation of California Labor Code section 226; (b) declaratory relief to determine whether the wage statement practices alleged in the operative Complaint are unlawful; (c) injunctive relief to halt any wage statement practices alleged in the operative Complaint to be unlawful; (d) restitution and an order requiring Defendant to restore and disgorge funds to each Class Member acquired by means of any act or practice relating to wage statements alleged in the operative Complaint to be unlawful; (e) attorneys’ fees and costs incurred to prosecute the Action on behalf of Class Members, including but not limited to fees incurred for the services of Class Counsel or any other counsel; and (f) any other derivative remedies, penalties, and interest available under the law based on the facts alleged in the Action with respect to Plaintiff’s wage statement allegations, including but not limited to California Labor Code section 226 and the applicable Industrial Welfare Commission (“IWC”) Wage Order. “Class Claims” also includes all claims that Plaintiff and/or Class Members may have against the Released Parties relating to: (a) the payment, taxation, and allocation of attorneys’ fees and costs to Class Counsel pursuant to this Settlement Agreement; (b) the payment, taxation, and allocation of Plaintiff’s Service Award pursuant to this Settlement Agreement; and (c) the payment, taxation, and allocation of payments to Class Members.

Plaintiff and Participating Class Members may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Class Claims, but upon Defendant’s funding of the Gross Settlement Amount, shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled and released any and all of the Released Class Claims. It is the intent of the Parties that the Final Approval Order and Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Participating Class Members regarding the Released Class Claims. **All Released Class Claims are released for the Class Period (April 6, 2019 through and including August 20, 2020).**

Released PAGA Claims: Upon Defendant’s funding of the Gross Settlement Amount, Plaintiff – on behalf of himself, the State of California and PAGA Affected Employees – will fully and irrevocably release the Released Parties from the PAGA Claims, as defined below, in exchange for the consideration provided by this Settlement.

“PAGA Claims” means any and all claims, rights, demands, liabilities, and causes of action of every nature and description, whether known or unknown, for civil penalties that arose during the PAGA Period and were actually asserted or that could have been asserted in the operative Complaint and Plaintiff’s July 16, 2020 letter to the California Labor and Workforce Development Agency (“LWDA”) by the Plaintiff on behalf of himself, the State of California, and/or PAGA Affected Employees based on the facts alleged in and/or in support of Plaintiff’s second cause of action alleging a PAGA claim for alleged violation of California Labor Code sections 226.7 and 516 and the applicable IWC wage order, including but not limited to claims for: (a) civil penalties pursuant to PAGA for failure to provide rest periods or compensation in lieu thereof in violation of California Labor Code sections 226.7 and 516 and the applicable IWC Wage Order; (b) declaratory relief to determine whether the rest period practices alleged in the Complaint and Plaintiff’s July 16, 2020 letter to the LWDA are unlawful; (c) injunctive relief to halt any rest period practices alleged in the Complaint and Plaintiff’s July 16, 2020 letter to the LWDA to be unlawful; (d) attorneys’ fees and costs incurred to prosecute the Action on behalf of the State of California and PAGA Affected Employees, including but not limited to fees incurred for the services of Class Counsel or any other counsel; and (e) any other derivative remedies, penalties, and interest available under the law based on the facts alleged in the Complaint and Plaintiff’s July 16, 2020 letter to the LWDA with respect to

Plaintiff's rest period allegations, including but not limited to California Labor Code sections 204, 210, 226.7, 516, 558, and 1174 and the applicable IWC Wage Order. "PAGA Claims" also includes all claims that Plaintiff, the State of California, and/or PAGA Affected Employees may have against the Released Parties relating to: (a) the payment, taxation, and allocation of attorneys' fees and costs to Class Counsel pursuant to this Settlement Agreement; (b) the payment, taxation, and allocation of Plaintiff's Service Award pursuant to this Settlement Agreement; and (c) the payment, taxation, and allocation of payments to PAGA Affected Employees.

Plaintiff, the State of California, and PAGA Affected Employees may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released PAGA Claims, but upon Defendant's funding of the Gross Settlement Amount, shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled and released any and all of the Released PAGA Claims. It is the intent of the Parties that the Final Approval Order and Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Affected Employees regarding the Released PAGA Claims. **All Released PAGA Claims are released for the PAGA Period (July 16, 2019 through and including April 1, 2021).**

F. WHAT ARE MY RIGHTS AS A CLASS MEMBER?

1. **Participating in the Settlement:** You do not need to do anything to participate in this Settlement. Unless you submit a valid and timely Request for Exclusion from the class action aspects of the Settlement, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the Released Class Claims against the Released Parties described above. You will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses. If you are a PAGA Affected Employee, you will still receive a PAGA Affected Employee Payment and be bound by the release of the PAGA Claims described above, even if you request to be excluded from the class action aspect of the Settlement.
2. **Objecting to the Settlement:** You may object to the settlement of the Class Claims by mailing a written Notice of Objection to the Settlement Administrator postmarked no later than [REDACTED], 2022 (the "**Response Deadline**").

MAIL YOUR OBJECTION TO:

[Settlement Administrator]

[Address of Settlement Administrator]

To be valid, any written objection must: (a) contain your full name, address and last four digits of your social security number; (b) state the case name and number, *Jose Luis Topete Perez v. Production Resource Group, L.L.C.*, Superior Court of California, County of Los Angeles, Case No. 20STCV38584; the basis for the objection; and whether you intend to appear at the Final Approval Hearing; and (c) be signed by you. If the Notice of Objection does not contain the information listed in (a)-(c) or is not mailed to the Settlement Administrator by the Response Deadline, it will not be deemed a timely and valid Notice of Objection. The date of the postmark on the service mailing envelope for the Settlement Administrator shall be the exclusive means used to determine whether a Notice of Objection has been timely served on the Settlement Administrator. You will have a right to appear at the Final Approval Hearing to have your objections heard orally by the Court whether or not you submit a written objection.

3. **Questions/Disputes Regarding Your Pay Period Count/Estimated Payment:** Section D of this notice informs you of the number of pay periods worked for Defendant during both the Class Period and PAGA Period, and your estimated Class Member Payment and estimated PAGA Affected Employee Payment. If you have questions and/or disputes about the pay period or estimated payment amounts, you may contact the Settlement Administrator and provide any evidence, documentary or otherwise, to explain why you have questions or disputes. Any such question and/or dispute, including any supporting documentation, must be sent to the Settlement Administrator by [redacted], 2022. Under such circumstances, the Settlement Administrator will advise counsel for both Parties of your question(s) and/or dispute(s), and the Parties will cooperate in good faith to resolve the question(s). If a resolution cannot be reached by and among the Parties and the Settlement Administrator, the Court will render all final decisions on such questions and/or disputes. You can mail any such questions or disputes as follows:

MAIL YOUR QUESTIONS/DISPUTES TO:

[Settlement Administrator]

[Address of Settlement Administrator]

4. **Excluding Yourself from the Settlement:** If you do not wish to participate in the Class Member Payment portion of the Settlement, you must submit a Request for Exclusion which must be completed, dated, signed by you, and returned to the Settlement Administrator by mail postmarked by the Response Deadline. Any Request for Exclusion must: (a) contain your full name, address, and last four digits of your social security number; (b) be signed by you; and (c) state that you wish to exclude yourself from the Settlement in *Perez v. Production Resource Group, L.L.C.* case, or Case No. 20STCV38584, or some other descriptor that identifies the case.

If the Request for Exclusion does not contain the information listed in (a)-(c) or is not postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address, it will not be deemed a timely and valid Request for Exclusion. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. If you submit a timely and valid Request for Exclusion you will not be entitled to a Class Member Payment and will not be bound by the release of the Class Claims. If you submit a timely and valid Request for Exclusion you will not have any right to object to, appeal, or comment on the Settlement.

If you choose to submit a Request for Exclusion, send your Request for Exclusion to the Settlement Administrator at the following address:

[Settlement Administrator]

[Address of Settlement Administrator]

If you do not submit a timely and valid Request for Exclusion on or before the Response Deadline you shall be deemed a Participating Class Members and will be bound by all terms of the Settlement and the Final Approval Order and Judgment entered in this Action. There will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or elects not to participate in the Settlement.

If you are a PAGA Affected Employee, you will still receive a PAGA Affected Employee Payment and be bound by the release of the PAGA Claims described above, even if you request to be excluded from the class action aspect of the Settlement.

G. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a Final Approval Hearing on [REDACTED], 2022, at [REDACTED] .m., in Department 17 at the Superior Court of California for the County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Plaintiff's Service Award, Class Counsel Fees Award, Class Counsel Costs Award, PAGA Distribution Amount, and Settlement Administration Costs.

The Final Approval Hearing may be postponed without further notice to Class Members. **It is not necessary for you to appear at this hearing, but you may appear at the hearing and be heard.** Class Members are advised to contact the Settlement Administrator or check the Court's online Case Access system at www.lacourt.org/casesummary/ui/index.aspx?casetype to confirm the hearing date has not been changed.

Any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website (<http://.com>). Notice of the Court's final judgment will also be posted on the Settlement Administrator's website.

Any Class Member who elects to appear personally at the Court for any reason related to this Action must comply with the Court's social distancing and mandatory face covering requirements, as well as any other orders related to COVID-19. All such rules and orders can be located at the Court's website: www.lacourt.org.

For more information on how to appear remotely, please visit the Court's website at <http://www.lacourt.org/division/civil/CI0040.aspx> and <https://www.lacourt.org/lacc/>.

H. GETTING MORE INFORMATION

This is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may examine the full Settlement Agreement by visiting the Settlement Administrator's website at [link]; accessing the Court's docket in the Action through the Court's online Case Access system at www.lacourt.org/casesummary/ui/index.aspx?casetype; contacting the Settlement Administrator at Tel: (XXX) XXX-XXX; or contacting Class Counsel at:

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Elizabeth Nguyen
Milan Moore
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El Segundo, California 90245
Telephone: (424) 322-4772
Facsimile: (424) 322-4775
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mmoore@lidmanlaw.com

Paul K. Haines
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2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350
Facsimile: (424) 292-2355
Email: phaines@haineslawgroup.com

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS
SETTLEMENT OR THE SETTLEMENT PROCESS.**

By Order of the Court

Dated: , 2022.

EXHIBIT B

EXHIBIT B

LIDMAN LAW, APC

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slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
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Milan Moore (SBN 308095)
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HAINES LAW GROUP, APC

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phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350
Facsimile: (424) 292-2355

Attorneys for Plaintiff
JOSE LUIS TOPETE PEREZ

[Additional Counsel on Next Page]

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

JOSE LUIS TOPETE PEREZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

PRODUCTION RESOURCE GROUP LLC, a
Delaware limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. 20STCV38584

*[Assigned for all purposes to the Hon.
Maren Nelson – Dept. SSC-17]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS AND PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND
NOTICE PROCEDURES**

DLA PIPER LLP (US)

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Matthew Riley (SBN 257643)

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Attorneys for Defendant

PRODUCTION RESOURCE GROUP, L.L.C.

1 Plaintiff Jose Luis Topete Perez's ("Plaintiff") Motion for Preliminary Approval of Class
2 and Private Attorneys General Act Settlement and Notice Procedures in the above-referenced
3 matter came on regularly for hearing on March 25, 2022, at the Superior Court of California for
4 the County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles,
5 California 90012, before the Honorable Maren Nelson.

6 Plaintiff was represented by his counsel, Lidman Law, APC and the Haines Law Group,
7 APC. Defendant Production Resource Group, L.L.C. ("Defendant") was represented by its
8 counsel, DLA Piper LLP (US).

9 Plaintiff and Defendant have agreed, subject to Court approval following notice to the
10 Class Members and a hearing, to settle the Action upon the terms and conditions set forth in the
11 Second Amended Settlement Agreement (hereinafter, "Settlement Agreement"), which is
12 attached as **Exhibit 5** to the Second Supplemental Declaration of Scott M. Lidman in support of
13 Plaintiff's motion for preliminary approval.

14 Based upon the Court's review of the Settlement Agreement, the moving papers submitted
15 in support of preliminary approval, and all of the files, records, and proceedings herein, and in
16 recognition of the Court's duty to make a preliminary determination as to the reasonableness of
17 this proposed class action settlement and to ensure proper notice to all Class Members in
18 accordance with due process requirements, the Court preliminarily finds (1) the Settlement of the
19 Class Claims appears to be fair, reasonable, and adequate, such that the Parties should mail notice
20 of the Settlement to all Class Members, and a hearing regarding final approval of the Settlement
21 Agreement should be set; and (2) the Settlement of the PAGA Claims appears to be fair,
22 reasonable, and adequate, and as providing genuine and meaningful that is consistent with
23 PAGA's underlying purpose of benefitting the public.

24 **THEREFORE, IT IS HEREBY ORDERED:**

25 1. This Order incorporates by reference the definitions in the Settlement Agreement,
26 and all terms defined therein shall have the same meaning in this Order.

27 2. The Court finds that it has subject-matter jurisdiction over the Action and all acts
28 within the Action, and over all the Parties to the Action, including Plaintiff, the State of California,

1 Class Members, and PAGA Affected Employees.

2 3. It appears to the Court on a preliminary basis that the Settlement is fair,
3 reasonable, and adequate. More specifically, it appears to the Court that counsel for the Parties
4 have engaged in sufficient investigation, research, and informal discovery, such that Class Counsel
5 and Defense Counsel are able to reasonably evaluate their respective positions. The Court
6 preliminarily finds that the Settlement Agreement appears to be within the range of reasonableness
7 of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has
8 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
9 finds that the monetary settlement awards made available to all Class Members are fair,
10 reasonable, and adequate when balanced against the probable outcome of further litigation relating
11 to liability and damages issues. The Court further preliminarily finds that the relief provided for
12 under PAGA is genuine, meaningful, and consistent with PAGA's underlying purpose of
13 benefitting the public. It further appears to the Court that settlement, at this time, will avoid
14 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
15 presented by the further prosecution of the Action. It further appears that the Settlement has been
16 reached as a result of serious and non-collusive, arms-length negotiations. Accordingly, the Court
17 preliminarily finds that the Settlement Agreement was entered into in good faith and the Court
18 hereby **GRANTS** preliminary approval of the Settlement.

19 4. For the purposes of this Settlement only, the Court hereby provisionally certifies
20 the Class Claims on behalf of the Class Members. "Class Members" means all current and former
21 employees of Defendant who were employed by Defendant in the State of California at any time
22 during the Class Period, *i.e.*, from April 6, 2019 through and including August 20, 2020, and who
23 received a wage statement that identified the employer as "PRG" and/or anything other than
24 "Production Resource Group, L.L.C.". Should for whatever reason the Settlement not become
25 final, the fact that the Parties were willing to stipulate to certification of the Class Claims on behalf
26 or Class Members as part of the Settlement shall have no bearing on, nor be admissible in
27 connection with, the issue of whether a class should be certified in a non-settlement context in this
28 Action or in any other lawsuit.

1
2 5. For the purposes of this Settlement only, named Plaintiff Jose Luis Topete Perez is
3 hereby preliminarily appointed and designated, for all purposes, as the representative for the Class.

4 6. For the purposes of this Settlement only, Scott M. Lidman, Elizabeth Nguyen, and
5 Milan Moore, of Lidman Law, APC, and Paul K. Haines of the Haines Law Group, APC, are
6 hereby preliminarily appointed and designated as Class Counsel.

7 7. Class Counsel are authorized to act on behalf of Class Members with respect to all
8 acts or consents required by this Order. Any Class Member may enter an appearance through
9 counsel of such individual's own choosing and at such individual's own expense. Any Class
10 Member who does not enter an appearance or appear on his or her own will be represented by
11 Class Counsel.

12 8. The Court finds, based on Class Counsel's declaration, that Class Counsel has
13 notified the California Labor and Workforce Development Agency ("LWDA") of the PAGA
14 settlement in this action and provided a copy of the Settlement Agreement in compliance with
15 California Labor Code section 2699(l).

16 9. For the purposes of this Settlement only, the Court hereby preliminarily approves
17 the definition and disposition of the Gross Settlement Amount and related matters provided for in
18 the Settlement Agreement. In accordance with the Settlement Agreement, the Court hereby
19 preliminarily approves the Gross Settlement Amount of Two Hundred Thousand Dollars and Zero
20 Cents (\$200,000.00), which is the maximum amount that Defendant is obligated to pay under the
21 Settlement Agreement in order to settle the Action, unless the Gross Settlement Amount is
22 increased pursuant to Paragraph 3.5.1.1 of the Settlement Agreement.

23 10. For the purposes of this Settlement only, the Court hereby preliminarily approves
24 the Service Award in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff
25 in recognition of Plaintiff's efforts in litigating this case and obtaining the benefits of the
26 Settlement and as consideration for providing a Complete and General Release to the Released
27 Parties. The Court will decide the final amount of the Service Award at the Final Approval
28 Hearing.

1
2 11. For the purposes of this Settlement only, the Court hereby preliminarily approves a
3 payment of a Class Counsel Fees Award not to exceed one-third of the Gross Settlement Amount
4 (estimated to be Sixty-Six Thousand Six Hundred Dollars and Sixty-Six Cents (\$66,666.66),
5 unless the Gross Settlement Amount is increased pursuant to Paragraph 3.5.1.1 of the Settlement
6 Agreement). The amount paid for the Class Counsel Fees Award shall be for all claims for
7 attorneys' fees past, present, and future incurred in the investigation, litigation, and resolution of
8 the Action. Neither Class Counsel, nor any other counsel, shall be permitted to petition the Court,
9 or to accept any payments, for fees relating to the investigation, litigation, and/or resolution of the
10 Action other than the Class Counsel Fees Award. The Court will decide the final amount and
11 allocation of the Class Counsel Fees Award at the Final Approval Hearing.

12 12. For the purposes of this Settlement only, the Court hereby preliminarily approves a
13 payment of a Class Counsel Costs Award not to exceed a total of Ten Thousand Dollars and Zero
14 Cents (\$10,000.00). The amount paid for the Class Counsel Costs Award shall be for all claims for
15 litigation costs past, present, and future incurred in investigation, litigation, and resolution of the
16 Action. Neither Class Counsel, nor any other counsel, shall be permitted to petition the Court, or to
17 accept any payments, for costs relating to the investigation, litigation, and/or resolution of the
18 Action other than the Class Counsel Costs Award. The Court will decide the final amount and
19 allocation of the Class Counsel Costs Award at the Final Approval Hearing.

20 13. For the purposes of this Settlement only, the Court hereby preliminary approves a
21 maximum payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) to the Settlement
22 Administrator for third-party administration fees that are necessary to administer the Settlement
23 ("Settlement Administration Costs"). The Court will decide the final Settlement Administration
24 Costs at the Final Approval Hearing.

25 14. For the purposes of this Settlement only, the Court hereby preliminarily approves
26 the PAGA Distribution Amount as fair, reasonable, and adequate, and as providing genuine and
27 meaningful relief that is consistent with PAGA's underlying purpose of benefitting the public. The
28 Settlement Agreement provides that the PAGA Distribution Amount, which is Twenty-Thousand

1 Dollars and Zero Cents (\$20,000.00) (unless the Gross Settlement Amount is increased pursuant to
2 Paragraph 3.5.1.1 of the Settlement Agreement), shall be allocated as follows: (a) seventy-five
3 percent (75%) as a PAGA LWDA Payment to the LWDA; and (b) twenty-five percent (25%) as a
4 PAGA Affected Employee Payment to all PAGA Affected Employees. The PAGA Distribution
5 Amount shall resolve all claims for civil penalties under the PAGA for the PAGA Claims alleged
6 in the Action. The Settlement Agreement provides that the PAGA Affected Employee Payment
7 shall be distributed to PAGA Affected Employees on a *pro rata* basis based on the number of pay
8 periods he or she worked for Defendant in California during the PAGA Period. The Court will
9 decide the final PAGA Distribution Amount at the Final Approval Hearing.

10 15. The Net Settlement Amount to be distributed to Class Members is what remains
11 after the Service Award, Class Counsel Fees Award, Class Counsel Costs Award, Settlement
12 Administration Costs, and PAGA Distribution Amount are deducted from the Gross Settlement
13 Amount. The Settlement Agreement provides that the Class Member Payments shall be calculated
14 by dividing a Class Member's individual pay periods worked for Defendant in California during
15 the Class Period by the total of all Participating Class Members' pay periods worked for
16 Defendant in California during the Class Period (all according to Defendant's business records),
17 and multiplying this result by the Net Settlement Amount. For purposes of settlement only, the
18 Court preliminarily approves the Net Settlement Amount and the Class Member Payments as fair,
19 reasonable, and adequate. The Court will ultimately decide the fairness and adequacy of the
20 distribution of the Net Settlement Amount at the Final Approval Hearing.

21 16. The Court finds that the form and content of the proposed Notice of Settlement
22 attached to the Settlement Agreement as **Exhibit A** fairly and adequately advises Class Members
23 of the terms of the proposed Settlement, of the preliminary approval of the proposed Settlement, of
24 their right to receive their share of the Gross Settlement Amount, of the scope and effect of the
25 releases contained in the Settlement, of their rights and obligations relating to opting out of or
26 objecting to the Settlement, of the date of the Final Approval Hearing, and of their right to appear
27 at the Final Approval Hearing. Thus, the Court finds that the Notice of Settlement comports with
28 all constitutional requirements, including those of due process. The Court further finds that the

1 mailing of the Notice of Settlement to Class Members as specifically described within the
2 Settlement Agreement, with measures taken for verification of addresses, as set forth therein,
3 constitutes an effective method of providing notice of this Settlement.

4 17. The Court hereby appoints Simpluris, Inc., as the Settlement Administrator to
5 provide notice of the Settlement as more specifically set forth in the Settlement Agreement.

6 18. The Court understands that the Settlement includes a release of Class Claims. The
7 Settlement Agreement provides that Plaintiff – on behalf of himself and Participating Class
8 Members – will fully and irrevocably release the Released Parties from any and all of the Released
9 Class Claims, as defined in the Settlement Agreement. The Released Parties shall not include any
10 individual who is a Class Member. Participating Class Members will release such Released Class
11 Claims for the Class Period, *i.e.*, from April 6, 2019 through and including August 20, 2020.
12 Participating Class Members may discover facts in addition to or different from those they now
13 know or believe to be true with respect to the subject matter of the Released Class Claims but,
14 upon Defendant’s funding of the Gross Settlement Amount, shall be deemed to have, and by
15 operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled
16 and released any and all of the Released Class Claims. In light of the consideration provided under
17 the Settlement, the Court makes a preliminary finding that the release of the Released Class
18 Claims is fair, reasonable, and adequate.

19 19. The Court understands that the Settlement includes a release of PAGA Claims.
20 The Settlement Agreement provides that Plaintiff – on behalf of himself, the State of California,
21 and PAGA Affected Employees – will fully and irrevocably release the Released Parties from any
22 and all of the Released PAGA Claims, as defined in the Settlement Agreement. Plaintiff, the State
23 of California, and PAGA Affected Employees will release such Released PAGA Claims for the
24 PAGA Period, *i.e.*, from July 16, 2019 through and including April 1, 2021. Plaintiff, the State of
25 California, and PAGA Affected Employees may discover facts in addition to or different from
26 those they now know or believe to be true with respect to the subject matter of the Released PAGA
27 Claims but, upon Defendant’s funding of the Gross Settlement Amount, shall be deemed to have,
28 and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever

1 settled and released any and all of the Released PAGA Claims. In light of the consideration
2 provided under the Settlement, the Court makes a preliminary finding that the release of the
3 Released PAGA Claims is fair, adequate, and reasonable.

4 20. No later than fifteen (15) calendar days after the date of this Preliminary Approval
5 Order, Defendant shall provide the Settlement Administrator with the Employee List, which shall
6 include, for each Class Member and PAGA Affected Employee: full name, last known address,
7 last known telephone number, social security number, whether the employee is currently employed
8 by Defendant, whether the employee is a Class Member, whether the employee is a PAGA
9 Affected Employee, the number of pay periods worked for Defendant in California during the
10 Class Period, and the number of pay periods worked for Defendant in California during the PAGA
11 Period (all according to Defendant's business records).

12 21. No later than twenty-one (21) calendar days after receipt of the Employee List
13 from Defendant, the Settlement Administrator shall mail the Notice of Settlement to all Class
14 Members by First Class U.S. Mail pursuant to the terms of the Settlement Agreement.

15 22. Class Members shall be given an opportunity to object to the settlement of the
16 Class Claims by submitting a Notice of Objection; neither Class Members nor PAGA Affected
17 Employees may object to the settlement of the PAGA Claims. No later than the Response
18 Deadline, which is sixty (60) calendar days after the Settlement Administrator mails the Notice of
19 Settlement (or fourteen (14) calendar days after the Settlement Administrator remails a Class
20 Member's Notice of Settlement, as applicable), any Class Member requesting exclusion from the
21 class action aspects of the Settlement must submit his/her Request for Exclusion by mail to the
22 Settlement Administrator. To be valid, the Request for Exclusion must: (a) contain the full name,
23 address, and last four digits of the social security number of the person requesting exclusion; (b)
24 be signed by the person requesting exclusion; and (c) state that the person wishes to exclude
25 himself/herself from the Settlement in the *Perez v. Production Resource Group, L.L.C* case, Case
26 No. 20STCV38584, or some other descriptor that identifies the case. If the Request for Exclusion
27 does not contain the information listed in (a)-(c) or is not postmarked by the Response Deadline
28 and returned to the Settlement Administrator at the specified address, it will not be deemed a

1 timely and valid Request for Exclusion. The date of the postmark on the return mailing envelope
2 shall be the exclusive means used to determine whether a Request for Exclusion has been timely
3 submitted. Any Class Member who submits a timely and valid Request for Exclusion will not have
4 any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a
5 timely and valid Request for Exclusion on or before the Response Deadline shall be deemed
6 Participating Class Members and will be bound by all terms of the Settlement and the Final
7 Approval Order and Judgment entered in this Action. Under no circumstances will a Class
8 Member who has submitted a timely and valid Request for Exclusion be considered to have opted
9 out of the PAGA Distribution Amount portion of the Settlement or the Released PAGA Claims.

10 23. No later than the Response Deadline, any Class Member wishing to object to the
11 settlement of the Class Claims must submit his/her objection to the Settlement Administrator. To
12 be valid, the Notice of Objection must: (a) contain the full name, address and last four digits of the
13 social security number of the Class Member; (b) state the case name and number, *Jose Luis Topete*
14 *Perez v. Production Resource Group, L.L.C.*, Superior Court of California, County of Los Angeles,
15 Case No. 20STCV38584; the basis for the objection; and whether the Class Member intends to
16 appear at the Final Approval Hearing; and (c) be signed by the Class Member. If the Notice of
17 Objection does not contain the information listed in (a)-(c) or is not mailed to the Settlement
18 Administrator by the Response Deadline, it will not be deemed a timely and valid Notice of
19 Objection to this Settlement. The date of the postmark on the service mailing envelope for the
20 Settlement Administrator shall be the exclusive means used to determine whether a Notice of
21 Objection has been timely served on the Settlement Administrator. Class Members have a right to
22 appear at the Final Approval Hearing to have their objections heard by the Court.

23 24. As of the date this Order is signed, all dates and deadlines associated with the
24 Action shall be stayed, other than those pertaining to the administration of the Settlement. To
25 facilitate administration of the Settlement pending final approval, Class Members are hereby
26 enjoined from initiating or prosecuting any proceeding on any claim to be released under the
27 Settlement unless and until the Class Member has opted out of the Class.

28 25. This Settlement is not a concession or admission and shall not be used against

Defendant or any of the Released Parties as an admission of liability with respect to the Class Claims or PAGA Claims. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be: (a) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or (b) disclosed, referred to, offered, or received in evidence against any of the Released Parties in any further proceeding in the Action, or in any other civil, criminal, or administrative action or proceeding, except for purposes of enforcing the Settlement.

26. The Parties' briefs and other papers in support of Final Approval of the proposed Settlement, and Class Counsel's application for an award of attorney's fees and litigation costs, shall be filed with the Court no later than sixteen (16) court days before the Final Approval Hearing. A Final Approval Hearing shall be held as soon as practicable thereafter in the Superior Court of California for the County of Los Angeles, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, to determine whether the proposed Settlement of the Action is fair, reasonable, and adequate and should be finally approved. After the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement that will adjudicate the rights of all Class Members, PAGA Affected Employees, and the State of California.

27. An implementation schedule is below:

Event	Date
Defendant to provide Employee List to Settlement Administrator	15 calendar days after issuance of the Preliminary Approval Order
Settlement Administrator to mail Notice of Settlement to Class Members	21 calendar days after receiving Employee List from Defendant
Deadline for Class Members to request exclusion from or object to the Settlement	60 calendar days after mailing of the Notice of Settlement by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	16 court days before Final Approval Hearing

1 Final Approval Hearing: _____,
2 2022 at _____ a.m./p.m.

3
4 28. In the event that the proposed Settlement is not finally approved by the Court, or
5 for any reason the Effective Date does not occur, then the Settlement and all orders entered in
6 connection therewith shall be null and void and of no effect, and shall not be used or referred to for
7 any purposes whatsoever. In such event, the Settlement shall be withdrawn without prejudice as to
8 the rights of the Parties thereto.

9
10 **IT IS SO ORDERED.**

11 DATED: _____, 2022
12

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14 _____
15 Hon. Judge Maren Nelson
16 Judge of the California Superior Court
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EXHIBIT C

EXHIBIT C

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Attorneys for Plaintiff

JOSE LUIS TOPETE PEREZ

[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JOSE LUIS TOPETE PEREZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

PRODUCTION RESOURCE GROUP LLC, a
Delaware limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. 20STCV38584

*[Assigned for all purposes to the Hon.
Maren Nelson – Dept. SSC-17]*

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

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Attorneys for Defendant

PRODUCTION RESOURCE GROUP, L.L.C.

1 Plaintiff Jose Luis Topete Perez's ("Plaintiff") motion for Final Approval of Class and
2 PAGA Action Settlement in the above-referenced matter came on regularly for hearing on
3 _____, 2022, at the Superior Court of California for the County of Los Angeles, Spring
4 Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before the Honorable
5 Maren Nelson.

6 Plaintiff was represented by his counsel, Lidman Law, APC and the Haines Law Group,
7 APC. Defendant Production Resource Group, L.L.C. ("Defendant") was represented by its
8 counsel, DLA Piper LLP (US).

9 In support of his final approval motion, Plaintiff has submitted: a Notice of Motion and
10 Motion for Final Approval of Class and Private Attorneys General Act Settlement and Release,
11 Class Counsel Fees Award, Class Counsel Costs Award, and Plaintiff's Service Award; a
12 Memorandum of Points and Authorities, declaration of Class Counsel, declaration of the
13 representative for the Class, and declaration of the Settlement Administrator; and this Proposed
14 Order and Judgment.

15 The Court has: (1) reviewed and considered the terms and conditions of the proposed
16 Settlement; (2) reviewed and considered the results of the Notice of Settlement mailed to Class
17 Members in accordance with the Court's Order Granting Preliminary Approval of Class and
18 Private Attorneys General Act Settlement and Notice Procedures entered on _____, 2022
19 (the "Preliminary Approval Order"); (3) reviewed and considered the application for the Class
20 Counsel Fees Award, Class Counsel Costs Award, and Plaintiff's Service Award; (4) held a Final
21 Approval Hearing; (5) taken into account the presentations and other proceedings at the Final
22 Approval Hearing; and (6) considered the Settlement in the context of all prior proceedings had in
23 this Action.

24 Based thereon, the Court enters the following **FINDINGS** and **CONCLUSIONS**:

25 A. Capitalized terms used in this Order that are not otherwise defined herein shall
26 have the meaning assigned to them in the Settlement Agreement.

1 B. The Court has subject-matter jurisdiction over the Action and all acts within the
2 Action, and over all the Parties to the Action, including Plaintiff, the State of California, Class
3 Members, and PAGA Affected Employees.

4 C. The Class Claims asserted on behalf of Class Members conditionally certified in
5 the Preliminary Approval Order have been appropriately certified for settlement purposes. Class
6 Counsel and Plaintiff (as the Class representative) have fairly and adequately represented the
7 Class for purposes of negotiating and seeking approval of the Settlement.

8 D. Pursuant to the Preliminary Approval Order, the appointed Settlement
9 Administrator, Simpluris, Inc., mailed a Notice of Settlement to all Class Members by First Class
10 U.S. Mail. The Notice of Settlement fairly and adequately advised Class Members of the terms of
11 the proposed Settlement, of the preliminary approval of the proposed Settlement, of their right to
12 receive their shares of the Gross Settlement Amount, of the scope and effect of the releases
13 contained in the Settlement, of their rights and obligations relating to opting out of or objecting to
14 the Settlement, of the date of the Final Approval Hearing, and of their right to appear at the Final
15 Approval Hearing. Class Members had adequate time to consider this information and to use the
16 procedures identified in the Notice of Settlement. The Court finds and determines that this notice
17 procedure afforded adequate protections to Class Members and provides the basis for the Court to
18 make an informed decision regarding approval of the Settlement based on the responses of Class
19 Members. The Court finds and determines that the Notice of Settlement provided in the Action
20 was the best notice practicable, which satisfied the requirements of law and due process.

21 E. The Court finds that the notice of the Settlement Agreement to the California
22 Labor and Workforce Development Agency ("LWDA") was sufficient and valid pursuant to
23 California Labor Code section 2699(l). The LWDA has not filed any document related to this
24 Action with the Court.

25 F. In response to the Notice of Settlement, ____ Class Members objected to the
26 Settlement and ____ Class Members requested exclusion from the Settlement.

27 G. The Settlement is in all respects fair, reasonable, adequate, and proper, and in the
28 best interest of the Class. In reaching this conclusion, the Court considered a number of factors,

1 including: (1) the strength of Plaintiff's claims; (2) the risk, expense, complexity, and likely
2 duration of further litigation; (3) the amount offered in settlement; (4) the extent of discovery
3 completed and the stage of the proceedings; (5) the experience and views of Class Counsel and
4 Defense Counsel; and (6) the reaction of the Class Members to the proposed Settlement. The
5 Court finds that the Settlement offers significant monetary recovery to all Participating Class
6 Members, and finds that such recovery is fair, reasonable, and adequate when balanced against
7 further litigation related to liability and damages issues. The Court further finds that counsel for
8 the Parties engaged in sufficient investigation and research such that Class Counsel and Defense
9 Counsel were able to reasonably evaluate their respective positions at the time of settlement. The
10 Court finds that the Settlement will avoid substantial additional costs by all Parties, as well as
11 avoid the risks and delay inherent to further prosecution of the Action. The Court further finds
12 that the Settlement has been reached as the result of serious and non-collusive arms-length
13 negotiations. The Court further finds that the relief provided for under PAGA is genuine,
14 meaningful, and consistent with PAGA's underlying purpose of benefitting the public. Thus, the
15 Court approves the Settlement set forth in the Settlement Agreement and finds that the Settlement
16 is, in all respects, fair, reasonable, and adequate. Accordingly, the Court directs the Parties to
17 effectuate the Settlement according to its terms.

18 H. Participating Class Members (as certified below) shall be subject to all of the
19 provisions of the Settlement, the Settlement Agreement, this Final Approval Order and Judgment
20 to be entered by the Clerk of the Court, as set forth herein, including with respect to the Released
21 Class Claims.

22 On the basis of the foregoing findings and conclusions, as well as the submissions and
23 proceedings referred to above, **NOW THEREFORE, IT IS HEREBY ORDERED,**
24 **ADJUDGED, and DECREED:**

25 1. The Settlement Agreement is hereby approved as fair, reasonable, adequate, and in
26 the best interests of the Class Members, and the requirements of due process and California Code
27 of Civil Procedure section 382 have been satisfied. The Parties are ordered and directed to
28 effectuate the Settlement according to its terms.

1 2. The Court, having found that each of the elements of California Code of Civil
2 Procedure section 382 are satisfied, certifies the following Class regarding the Class Claims: All
3 Class Members, as that term is defined by the Settlement Agreement, who did not exclude
4 themselves from the Settlement. (The Settlement Agreement defines “Class Members” as all
5 current and former employees of Defendant who were employed by Defendant in the State of
6 California at any time during the Class Period, *i.e.*, from April 6, 2019 through and including
7 August 20, 2020, and who received a wage statement that identified the employer as “PRG”
8 and/or anything other than “Production Resource Group, L.L.C.”.

9 3. For purposes of this Final Approval Order and Judgment and this Settlement only,
10 the Court hereby confirms the appointment of Simpluris, Inc. as the Settlement Administrator to
11 administer the Settlement as more specifically set forth in the Settlement Agreement, and further
12 finally approves Settlement Administration Costs, as fair and reasonable, of Ten Thousand
13 Dollars and Zero Cents (\$10,000.00).

14 4. For purposes of this Final Approval Order and Judgment and this Settlement only,
15 the Court hereby confirms the appointment of Plaintiff Jose Luis Topete Perez as the Class
16 representative for the Class Members. Further, the Court finally approves the Service Award, as
17 fair and reasonable, to Plaintiff in the amount of Five Thousand Dollars and Zero Cents
18 (\$5,000.00). The Court hereby orders the Settlement Administrator to distribute the Service
19 Award to Plaintiff in accordance with this Order and the provisions of the Settlement.

20 5. For purposes of this Final Approval Order and Judgment and this Settlement only,
21 the Court hereby confirms the appointment of Scott M. Lidman, Elizabeth Nguyen, and Milan
22 Moore of Lidman Law, APC, and Paul K. Haines of the Haines Law Group, APC, as Class
23 Counsel for the Class Members. Further, the Court finally approves the payment of the Class
24 Counsel Fees Award in the amount of _____ Dollars (\$_____) as fair and
25 reasonable. The Class Counsel Fees Award shall be allocated to Class Counsel as follows:
26 _____ Dollars (\$_____) to Lidman Law, APC and _____ Dollars
27 (\$_____) to Haines Law Group, APC. Class Counsel’s receipt of the Class Counsel Fees
28 Award shall fully satisfy all fees incurred by Class Counsel that represented Plaintiff, Class

Members, and PAGA Affected Employees in the Action. No other attorneys or law firms shall be entitled to any award of attorneys' fees from Defendant in any way connected with the Action. The Court hereby orders the Settlement Administrator to distribute the Class Counsel Fees Award in accordance with the provisions of this Order and the Settlement Agreement.

6. For purposes of this Final Approval Order and Judgment and this Settlement only, the Court finally approves the payment of the Class Counsel Costs Award in the amount of _____ Dollars (\$_____) as fair and reasonable. The Class Counsel Costs Award shall be allocated to Class Counsel as follows: _____ Dollars (\$_____) to Lidman Law, APC and _____ Dollars (\$_____) to Haines Law Group, APC. Class Counsel's receipt of the Class Counsel Costs Award shall fully satisfy all litigation costs incurred by Class Counsel that represented Plaintiff, Class Members, and PAGA Affected Employees in the Action. No other attorneys or law firms shall be entitled to any award of costs from Defendant in any way connected with the Action. The Court hereby orders the Settlement Administrator to distribute the Class Counsel Costs Award in accordance with the provisions of this Order and the Settlement Agreement.

7. For purposes of this Final Approval Order and Judgment and this Settlement only, the Court hereby approves the PAGA Distribution Amount in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) as fair and reasonable. Pursuant to the terms of the Settlement Agreement, seventy-five percent (75%) of the PAGA Distribution Amount (*i.e.*, \$15,000.00) shall be distributed to the LWDA and twenty-five percent (25%) of the PAGA Distribution Amount (*i.e.*, \$5,000.00) shall be distributed to the PAGA Affected Employees. Payment of the PAGA Distribution Amount shall resolve all claims for civil penalties under PAGA for the PAGA Claims alleged in the Action. The Court hereby orders the Settlement Administrator to distribute the PAGA LWDA Payment to the LWDA and to distribute the PAGA Affected Employee Payments to the PAGA Affected Employees in accordance with the provisions of this Order and the Settlement Agreement.

8. For purposes of this Final Approval Order and Judgment and this Settlement only, the Court hereby approves the Class Member Payments in the amount of _____

1 Dollars (\$_____) as fair, reasonable, and adequate. The Court hereby orders the Settlement
2 Administrator to distribute the Class Member Payments to Participating Class Members in
3 accordance with the provisions of this Order and the Settlement Agreement.

4 9. As of Defendant's funding of the Gross Settlement Amount, Plaintiff – on behalf
5 of himself, the State of California, and all PAGA Affected Employees – shall be deemed to have
6 released Defendant Production Resource Group, L.L.C. and its subsidiaries, affiliates, and/or
7 parent companies, employee benefit plans sponsored or maintained by any of the foregoing, their
8 attorneys, and their respective successors and predecessors in interest; all of their respective
9 officers, directors, managers, employees, administrators, fiduciaries, trustees, beneficiaries, and
10 agents; and each of their past, present, and future officers, directors, shareholders, managers,
11 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers,
12 and reinsurers ("Released Parties")¹ from any and all claims, rights, demands, liabilities, and
13 causes of action of every nature and description, whether known or unknown, for civil penalties
14 that arose during the PAGA Period and were actually asserted or that could have been asserted in
15 the Complaint filed by the Plaintiff in the Action on October 7, 2020 (hereinafter, the "operative
16 Complaint") and Plaintiff's July 16, 2020 letter to the California Labor and Workforce
17 Development Agency ("LWDA") on behalf of himself, the State of California, and/or PAGA
18 Affected Employees based on the facts alleged in and/or in support of Plaintiff's second cause of
19 action alleging a PAGA claim for alleged violation of California Labor Code sections 226.7 and
20 516 and the applicable Industrial Welfare Commission ("IWC") Wage Order, including but not
21 limited to claims for: (a) civil penalties pursuant to PAGA for failure to provide rest periods or
22 compensation in lieu thereof in violation of California Labor Code sections 226.7 and 516 and the
23 applicable IWC Wage Order; (b) declaratory relief to determine whether the rest period practices
24 alleged in the operative Complaint and Plaintiff's July 16, 2020 letter to the LWDA are unlawful;
25 (c) injunctive relief to halt any rest period practices alleged in the operative Complaint and
26

27 ¹ Notwithstanding the foregoing, the Released Parties do not include any individual who is a
28 Class Member.

1 Plaintiff's July 16, 2020 letter to the LWDA to be unlawful; (d) attorneys' fees and costs incurred
2 to prosecute the operative Complaint and Plaintiff's July 16, 2020 letter to the LWDA on behalf
3 of the State of California and PAGA Affected Employees, including but not limited to fees
4 incurred for the services of Class Counsel or any other counsel; and (e) any other derivative
5 remedies, penalties, and interest available under the law based on the facts alleged in the Action
6 with respect to Plaintiff's rest period allegations, including but not limited to California Labor
7 Code sections 204, 210, 226.7, 516, 558, and 1174 and the applicable IWC Wage Order. "PAGA
8 Claims" also includes all claims that Plaintiff, the State of California, and/or PAGA Affected
9 Employees may have against the Released Parties relating to: (a) the payment, taxation, and
10 allocation of attorneys' fees and costs to Class Counsel pursuant to this Settlement Agreement;
11 (b) the payment, taxation, and allocation of Plaintiff's Service Award pursuant to this Settlement
12 Agreement; and (c) the payment, taxation, and allocation of payments to PAGA Affected
13 Employees ("PAGA Claims"). All PAGA Claims are released for the PAGA Period, which is
14 defined as July 16, 2019 through and including April 1, 2021. Plaintiff, the State of California,
15 and PAGA Affected Employees may discover facts in addition to or different from those they
16 now know or believe to be true with respect to the subject matter of the Released PAGA Claims,
17 but upon Defendant's funding of the Gross Settlement Amount, shall be deemed to have, and by
18 operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled
19 and released any and all of the PAGA Claims. Plaintiff, the State of California, and all PAGA
20 Affected Employees, as of Defendant's funding of the Gross Settlement Amount, are hereby
21 forever barred and enjoined from prosecuting the PAGA Claims against the Released Parties.

22 10. As of Defendant's funding of the Gross Settlement Amount, Plaintiff and each of
23 the Participating Class Members shall be deemed to have released the Released Parties from any
24 and all claims, rights, demands, liabilities, and causes of action of every nature and description,
25 whether known or unknown, for wages, benefits, and related penalties that arose during the Class
26 Period and were actually asserted or that could have been asserted in the operative Complaint by
27 the Plaintiff on behalf of himself and/or the Class Members based on the facts alleged in and/or in
28 support of Plaintiff's first cause of action alleging a class claim for alleged violation of California

1 Labor Code section 226, including but not limited to claims for: (a) statutory penalties, civil
2 penalties, and damages for failure to timely provide accurate, itemized wage statements in
3 violation of California Labor Code section 226; (b) declaratory relief to determine whether the
4 wage statement practices alleged in the operative Complaint are unlawful; (c) injunctive relief to
5 halt any wage statement practices alleged in the operative Complaint to be unlawful;
6 (d) restitution and an order requiring Defendant to restore and disgorge funds to each Class
7 Member acquired by means of any act or practice relating to wage statements alleged in the
8 operative Complaint to be unlawful; (e) attorneys' fees and costs incurred to prosecute the Action
9 on behalf of Class Members, including but not limited to fees incurred for the services of Class
10 Counsel or any other counsel; and (f) any other derivative remedies, penalties, and interest
11 available under the law based on the facts alleged in the Action with respect to Plaintiff's wage
12 statement allegations, including but not limited to California Labor Code section 226 and the
13 applicable IWC Wage Order. "Class Claims" also includes all claims that Plaintiff and/or Class
14 Members may have against the Released Parties relating to: (a) the payment, taxation, and
15 allocation of attorneys' fees and costs to Class Counsel pursuant to this Settlement Agreement;
16 (b) the payment, taxation, and allocation of Plaintiff's Service Award pursuant to this Settlement
17 Agreement; and (c) the payment, taxation, and allocation of payments to Class Members ("Class
18 Claims"). All Class Claims are released for the Class Period, which is defined as April 6, 2019
19 through and including August 20, 2020. Plaintiff and Participating Class Members may discover
20 facts in addition to or different from those they now know or believe to be true with respect to the
21 subject matter of the Released Class Claims, but upon Defendant's funding of the Gross
22 Settlement Amount, shall be deemed to have, and by operation of the Final Approval Order and
23 Judgment shall have, fully, finally, and forever settled and released any and all of the Class
24 Claims. All Participating Class Members, as of Defendant's funding of the Gross Settlement
25 Amount, are hereby forever barred and enjoined from prosecuting the Released Class Claims
26 against the Released Parties.

27 11. The terms of the Settlement Agreement, and this Final Approval Order and
28 Judgment, are binding on Plaintiff, the State of California, Participating Class Members, and the

1 PAGA Affected Employees, as well as their heirs, executors, administrators, successors, and
2 assigns, and those terms shall have *res judicata* and other preclusive effect in all pending and
3 future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to
4 the extent those claims, lawsuits or other proceedings fall within the scope of Class
5 Claims and/or PAGA Claims as set forth in the Settlement Agreement.

6 12. In consideration for the promises and payments set forth in the Settlement
7 Agreement, to which Plaintiff is otherwise not entitled, Plaintiff agreed to completely,
8 irrevocably, unconditionally, and generally release the Released Parties from any and all charges,
9 complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises,
10 damages, and liabilities of any kind or nature whatsoever, both at law and equity, known or
11 unknown, suspected or unsuspected, arising from conduct occurring on or before the date of
12 Plaintiff's execution of the Settlement Agreement, related to the Plaintiff's employment with
13 Defendant and/or the Action, including but not limited to any rights or claims arising under the
14 California Constitution; the California Labor Code; the California Business & Professions Code;
15 the California Code of Regulations; the California Fair Employment and Housing Act; the Fair
16 Labor Standards Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities
17 Act; federal and state family leave statutes; and any and all other federal, state, and local laws,
18 statutes, executive orders, regulations, and common law, including contract, employment, and tort
19 law. This Complete and General Release includes a 1542 Waiver, as defined in the Settlement
20 Agreement. Plaintiff may discover facts in addition to or different from those he now knows or
21 believes to be true with respect to the subject matter of the Complete and General Release, but
22 upon Defendant's funding of the Gross Settlement Amount, shall be deemed to have, and by
23 operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled
24 and released any and all of the claims covered by the Complete and General Release as of the
25 date of Plaintiff's execution of the Settlement Agreement. Plaintiff agrees and understands that
26 Defendant and Plaintiff have had a bona fide dispute regarding, inter alia, wages owed.

27 13. Neither this Final Approval Order and Judgment, the Settlement Agreement, nor
28 any document referred to herein, nor any action taken to carry out the Settlement Agreement is,

1 may be construed as, or may be used as an admission by or against Defendant or any of the other
2 Released Parties of any fault, wrongdoing, or liability whatsoever. Nor is this Final Approval
3 Order and Judgment a finding of the validity of any of the Class Claims of PAGA Claims in the
4 Action or of any wrongdoing by Defendant or any of the other Released Parties. The entering into
5 or carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto,
6 shall not in any event be construed as, or deemed to be evidence of, an admission or concession
7 with regard to the denials or defenses by Defendant or any of the other Released Parties and shall
8 not be offered in evidence against Defendant or any of the Released Parties in any action or
9 proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other
10 than to enforce the provisions of this Final Approval Order and Judgment, the Settlement
11 Agreement, or any related agreement or release. Notwithstanding these restrictions, any of the
12 Released Parties may file in the Action or in any other proceeding this Final Approval Order and
13 Judgment, the Settlement Agreement, or any other papers and records on file in the Action as
14 evidence of the Settlement and to support a defense of *res judicata*, collateral estoppel, release,
15 waiver, or other theory of claim preclusion, issue preclusion, or similar defense.

16 14. In the event that the Settlement does not become final and effective in accordance
17 with the terms of the Settlement Agreement, then this Final Approval and Judgment and all orders
18 entered in connection herewith, including any order of certification and appointment of a class
19 representative or Class Counsel, shall be rendered null and void and be vacated. Moreover, any
20 funds tendered by Defendant shall be returned and/or retained by Defendant consistent with the
21 terms of the Settlement.

22 15. Without in any way affecting the finality of this Final Approval Order and
23 Judgment, this Court hereby retains continuing jurisdiction as to all matters relating to the
24 interpretation, implementation, and enforcement of the terms of the Settlement.

25 16. After administration of the Settlement has been completed in accordance with the
26 Settlement Agreement, including the expiration of the 150-day check cashing deadline, the
27 Settlement Administrator shall file a report with this Court certifying compliance with the terms
28 of the Settlement.

1 17. The Settlement Administrator shall file a declaration regarding the disbursement of
2 Settlement funds on or before _____, 2023.

3 18. A compliance hearing is set for _____, 2023 at _____.

4 19. This document shall constitute a final judgment pursuant to California Rule of
5 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
6 approval hearing, the court must make and enter judgment. The judgment must include a
7 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
8 judgment. The court may not enter an order dismissing the action at the same time as, or after,
9 entry of judgment."

10 **IT IS SO ORDERED.**

11
12 DATED: _____, 2022

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14 _____
15 Hon. Judge Maren Nelson
16 Judge of the California Superior Court
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EXHIBIT D

EXHIBIT D

INFORMATION SECURITY AND SERVICES AGREEMENT

This Services Agreement ("**Agreement**"),¹ effective as of September 7, 2021 ("**Effective Date**"), is entered into by Production Resource Group, L.L.C., a Delaware limited liability company with a principal business address at 200 Business Park Drive, Suite 109, Armonk, New York 10504 ("**PRG**"), and Simpluris, Inc., with a principal business address at 3194-c Airport Loop Drive, Costa Mesa, California 92926 ("**Settlement Administrator**") (together, the "**Parties**").

RECITALS

PRG desires to have **Settlement Administrator** provide services in accordance with the anticipated court orders for preliminary and final approval of the Settlement ("**Services**") in the litigation entitled *Jose Luis Topete Perez v. Production Resource Group, L.L.C.*, Superior Court of California, County of Los Angeles, Case No. 20STCV38584 (the "**Action**"); and

Settlement Administrator desires to provide such **Services** to **PRG** in exchange for payment of Settlement Administration Costs not to exceed Ten Thousand Dollars (\$10,000), to be paid out of the Gross Settlement Amount in the **Action**, and subject to the Court's approval in the **Action**.

NOW, THEREFORE, based upon the mutual promises and terms and conditions set forth below, the **Parties** agree that **Settlement Administrator** will render all settlement administration services in the **Action** pursuant to the following information security provisions:

DEFINITIONS

"**Affiliate**" means any entity that controls, is controlled by or is under common control with a Party. For purposes of this definition, "control" shall mean at least fifty percent (50%) of the capital, assets, voting stock, profits, interests, or similar participation rights are owned or controlled, directly or indirectly by an entity under this definition.

"**Authorized Person**" means **Settlement Administrator's Representatives** that require access to **Personal Information** for **Settlement Administrator** to provide the **Services** under this **Agreement**.

"**Claim(s)**" means any and all (1) claims, causes of action, demands, lawsuits, or proceedings, and (2) losses, damages, costs (including the reasonable fees of attorneys and other professionals), or liabilities of any kind (including any fine, penalty, judgment or order issued by a governmental, regulatory, or judicial body).

"**Confidential Information**" means information, in any format, that **PRG** designates as confidential or that reasonably should be understood to be confidential, proprietary, or a trade secret given the nature and circumstances of its disclosure. **Confidential Information** includes, but is not limited to, business plans, litigation or lawsuit related information, business processes, costs, pricing, profits, compensation, financial information, and "**Personal Information**," as that term is defined below. Any material derived from **PRG's Confidential Information** is **Confidential Information** and remains the property of **PRG**. **Personal Information** is **Confidential Information**, regardless of whether it is designated as confidential or reasonably understood to be confidential.

"**Personal Information**" means all information that is provided by **PRG** to **Settlement Administrator** that identifies or can be used to identify a particular individual, including without limitation, employee names, home addresses, home telephone numbers, and personal email addresses and any and all further contact information that **Settlement Administrator** may collect (such as through a National Change of Address search, a skip trace or other means) regarding **PRG** employees.

"**Personnel**" means **Settlement Administrator's** employees, **Representatives**, **Authorized Persons**, or approved independent contractors, who are assigned to perform **Services**.

"**PRG**" means Production Resources Group, L.L.C. or its Affiliates, as applicable.

"**Representatives**" means employees, agents, consultants, attorneys, insurers, or auditors.

¹ Terms that are initial capped and in bold are defined in this Agreement. Terms that are only initial capped have the same meaning as defined in the Stipulation Regarding Class and Private Attorneys General Act Settlement and Release.

INFORMATION SECURITY AND SERVICES AGREEMENT

AGREEMENT

1. **CONFIDENTIALITY AND NONDISCLOSURE.**

1.1. *Confidentiality.*

The **Parties** agree any disclosure of **Confidential Information** under this **Agreement** will be governed by the following terms:

a) **Settlement Administrator** shall:

- (i) Not disclose **Confidential Information** to any third party without **PRG's** prior written consent, except as expressly set forth in Section 1.1(c);
- (ii) Take security precautions meeting or exceeding industry standards of care for the protection of **Confidential Information** and in accordance with all applicable privacy and security laws and regulations; and
- (iii) Not use **Confidential Information** in any manner to **PRG's** detriment; and only use **Confidential Information** to the extent necessary to provide the **Services** to **PRG**. (**Confidential Information** or information aggregated or derived from it shall not be used for the benefit of any third party).

b) **Settlement Administrator** acknowledges that it may receive material, non-public information required to be kept confidential under the Securities Exchange Act of 1934. **Settlement Administrator** acknowledges that failure to keep such information confidential or otherwise using such information for personal gain may result in insider trading liability on the part of **Settlement Administrator** and any employees involved in the unlawful disclosure or use of such information.

c) **Settlement Administrator** may only disclose **Confidential Information**:

- (i) To **Authorized Persons** on a need to know basis and only in relation to performing the **Settlement Administrator's** duties under this or a future agreement between the **Parties** to this **Agreement**. Such **Authorized Persons** are subject to the confidentiality duties and obligations contained in this **Agreement**.
- (ii) If **Settlement Administrator** is required to disclose **Confidential Information** by law or court order, **Settlement Administrator** must give **PRG** prior written notice (to the extent legally permitted) and reasonable assistance to allow **PRG** the opportunity to seek a protective order. In the event that a protective order or other remedy is not obtained, or that **PRG** waives compliance with these provisions, **Settlement Administrator** agrees to furnish only that portion of the **Confidential Information** which **Settlement Administrator** is legally required to furnish and will exercise its best efforts to obtain assurances that any **Confidential Information** disclosed will be treated as confidential.

d) No other individuals or third parties should be provided with access to **Confidential Information** without **PRG's** prior written and signed consent that expressly references this **Agreement**. **Settlement Administrator** is responsible for its **Authorized Persons**, including any acts and omissions that violate requirements in this **Agreement**.

e) **Settlement Administrator** represents and warrants that its processing, storage, and transmission of **Personal Information** does and will comply with all applicable federal and state privacy and data protection laws, all other applicable regulations and directives, and the terms of this **Agreement**. **Settlement Administrator** certifies that it understands its obligations under the California Consumer Privacy Act as a service provider to **PRG**, and agrees that it will not: sell **Personal Information**; retain, disclose, or use **Personal Information** for any purpose other than providing the **Services** to **PRG** as set forth in this **Agreement**; or retain or use **Personal Information** outside of this direct business relationship between **Settlement Administrator** and **PRG**. At **PRG's** request, **Settlement Administrator** will delete from its records any **Personal Information** that was provided or collected by **PRG** or on its behalf.

1.2 *No License; Warranty.*

- a) All **Confidential Information** is and shall remain the property of **PRG**. Nothing in this **Agreement** is intended to grant any express or implied right to **Settlement Administrator** to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided in this **Agreement**.

INFORMATION SECURITY AND SERVICES AGREEMENT

- b) **PRG** represents and warrants that it has the right to disclose any **Confidential Information** provided to the **Settlement Administrator**, without violating or infringing any agreement with or right of any other person or company. Except for the preceding warranty, all **Confidential Information** shared between the **Parties** is provided "AS-IS" without warranty of any kind, and nothing in this **Agreement** shall be interpreted as a representation or warranty as to the accuracy, completeness, or validity of any such information.

1.3 *Publicity.*

Settlement Administrator shall not publicize its business relationship with **PRG** without the prior written authorization of an officer of **PRG**. **Settlement Administrator** agrees not to use any trade name, trademark, service mark or logo, or any other information that identifies **PRG** in its sales, marketing, or publicity activities and/or materials. Media releases or publications of any kind, and interviews with representatives of any written publication, radio or television station or network, or Internet site or outlet are included within the foregoing prohibition.

1.4 *Consumer Rights Requests.*

If a current and/or former **PRG** employee contacts the **Settlement Administrator** with a request to provide a copy of or delete his or her **Confidential Information** ("**Consumer Rights Request**"), **Settlement Administrator** shall take the following steps :

- a) **Settlement Administrator** shall notify **PRG** in writing within five (5) calendar days of the **Consumer Rights Request** by emailing a copy of the **Consumer Rights Request** to privacy@prg.com, julie.dunne@us.dlapiper.com and matthew.riley@us.dlapiper.com. **Settlement Administrator** shall also promptly provide **PRG** with any subsequent communications relating to the **Consumer Rights Request**.
- b) The **Settlement Administrator** shall respond to the **Consumer Rights Request** in writing or electronically to state that the request will not be acted upon because **Settlement Administrator** is a service provider and that the **Consumer Rights Request** must be submitted directly to **PRG**. **Settlement Administrator** shall not otherwise communicate with any current and/or former **PRG** employee regarding his or her **Consumer Rights Request** unless directed by **PRG**.
- c) If **PRG** has an obligation under the **Consumer Rights Request**, promptly upon **PRG's** request, **Settlement Administrator** shall cooperate with **PRG** and provide a copy of or delete the current and/or former **PRG** employee's **Confidential Information** as requested.

2. **INFORMATION SECURITY.**

2.1. *Safeguards.*

Settlement Administrator represents and warrants that it has, and will maintain for the term of this **Agreement** and for as long as it accesses, processes, stores, or transmits **Confidential Information**, a comprehensive information security program (the "**Security Program**") that complies with applicable law and industry best practices. The **Security Program** shall apply to all locations, systems, devices, and equipment used by **Settlement Administrator** (or any vendors, subcontractors, or third parties retained by **Settlement Administrator**) to access, process, store, or transmit **Confidential Information** ("**Settlement Administrator Systems**"), and it shall include physical, administrative, and technical security controls that prevent unauthorized access to, disclosure of, loss of, or use of the **Settlement Administrator Systems** and the **Confidential Information** that those **Settlement Administrator Systems** process, store, or transmit ("**Safeguards**"). **Settlement Administrator** shall regularly test and monitor the effectiveness of its **Safeguards**. At a minimum, and without limiting **Settlement Administrator's** obligations in this Section 2.1, the **Safeguards** shall: (i) encrypt all **Confidential Information** in transmission and at rest; (ii) prevent the storage or transmission of **Confidential Information** on portable or mobile devices or media; (iii) use role-based access controls to restrict access to **Confidential Information** to **Authorized Persons**, and promptly revoke access for any **Authorized Person** whose job duties change such that they no longer need access to **Confidential Information**; (iv) secure all **Settlement Administrator Systems** according to an industry standard; (v) physically or logically segregate **Confidential Information** from information of **Settlement Administrator** or its other customers so that **Confidential Information** is not commingled with other types of information; (vi) deploy and maintain malware protection to detect, remove, and protect against malicious software or activity on all **Settlement Administrator Systems**; (vii) configure **Settlement Administrator Systems** to maintain sufficient audit logging to enable forensic analysis, including logging of successful and failed security events, connectivity to services and

INFORMATION SECURITY AND SERVICES AGREEMENT

sessions, and modification to user and configuration settings; (viii) establish and maintain a patch and vulnerability management process for **Settlement Administrator Systems** that timely deploys security patches and addresses vulnerabilities; (ix) address all of the Center for Internet Security Critical Security Controls as updated from time to time or an equivalent industry standard security control framework; (x) prevent **Confidential Information** from being used in any development, test, quality assurance, or other non-production environment; (xi) keep **Confidential Information** within the territory and subject to the laws of the United States of America (unless **PRG** provides prior written and signed consent that expressly references this **Agreement**); (xii) include appropriate personnel security precautions, such as background checks; and (xiii) keep any and all **PRG** provided equipment in a secure location with appropriate physical security controls to restrict access to **Authorized Persons**. **Settlement Administrator** shall also train all **Authorized Persons** with access to **Confidential Information** on appropriate privacy and information security practices and procedures.

2.2. Assessments.

Settlement Administrator shall obtain an annual audit or assessment of the **Safeguards** which shall be conducted by an independent third party. **PRG** shall be promptly notified of any material vulnerabilities that the audit or assessment identifies, and the results of this audit or assessment shall be shared with **PRG** upon request. **Settlement Administrator** shall promptly correct all vulnerabilities that the audit or assessment identifies with respect to the **Safeguards**. **PRG** shall also have the right, at its expense, to conduct (or have a third party conduct) an audit, assessment, examination or review of **Settlement Administrator's Safeguards** and compliance with this Section 2 upon written request. **Settlement Administrator** shall fully cooperate with such request by providing access to knowledgeable personnel, **Settlement Administrator Systems**, documentation, and other reasonably requested information. Upon request from **PRG**, **Settlement Administrator** shall promptly and accurately complete any privacy or information security questionnaires or interviews requested by **PRG** regarding **Settlement Administrator's** practices with respect to **Confidential Information** and **Settlement Administrator Systems**.

2.3. Security Breaches.

In the event that any **Settlement Administrator Systems** or **Confidential Information** that the **Settlement Administrator Systems** or the **Settlement Administrator** processes, stores, or transmits are subject to any suspected or actual unauthorized access, use, or disclosure (a "**Security Breach**"), **Settlement Administrator** shall immediately notify **PRG** by email to privacy@prg.com, julie.dunne@us.dlapiper.com, and matthew.riley@us.dlapiper.com. In no event shall **Settlement Administrator** take more than twenty-four (24) hours to notify **PRG** of a **Security Breach**. **Settlement Administrator** will, at its own expense, promptly investigate the cause and scope of the **Security Breach**, and preserve relevant evidence in a forensically sound manner (e.g., logs, files, records). **Settlement Administrator** will cooperate at its own expense in every reasonable way to help **PRG** mitigate potential misuse or further unauthorized use or disclosure of **Confidential Information** involved in the **Security Breach**; such cooperation will include, without limitation, providing **PRG** with access to **Settlement Administrator Systems** affected, facilitating interviews with **Settlement Administrator Representatives** with relevant knowledge, and making available all relevant evidence (e.g. logs, files, records). **Settlement Administrator** shall provide **PRG** with a point of contact who shall be able to assist **PRG** in responding to and mitigating the effects of the **Security Breach** twenty-four (24) hours a day, seven (7) days a week. If requested by **PRG**, **Settlement Administrator** shall be responsible for providing notification to individuals whose **Personal Information** was involved in the **Security Breach**, as well as to regulators, government authorities, consumer reporting agencies, and media; **Settlement Administrator** shall not provide any such notifications unless the contents of the communications are reviewed and approved by **PRG**. **Settlement Administrator** shall be solely responsible for all costs and expenses associated with investigating, notifying, mitigating the effects of (including, without limitation, by providing credit monitoring to), and remediating any **Security Breach**.

2.4. Retention and Destruction.

Settlement Administrator shall maintain all **Confidential Information** for five years from the conclusion of the **Action**, unless **PRG** requests that the **Confidential Information** be returned and/or destroyed by **Settlement Administrator** at an earlier time. Upon termination of the five-year period or upon request by **PRG**, **Settlement Administrator** shall: (i) provide **PRG** with all documents evidencing completion of the **Services**; and (ii) securely destroy all **Confidential Information** that has been provided to or obtained by **Settlement Administrator** in a manner that prevents any **Confidential Information** from being recovered. Before disposing of or relinquishing control of such hard drives or other equipment **Settlement Administrator** shall also erase all hard drives and other equipment used to process, store, or transmit **Confidential Information** in a manner that prevents recovery or restoration of such **Confidential Information**.

INFORMATION SECURITY AND SERVICES AGREEMENT

Upon request of **PRG**, **Settlement Administrator** shall certify in writing that it has met its obligations under this Section 2.4.

3. PERSONNEL.

3.1. Background Investigation.

Before assigning any **Personnel** to provide **Services**, **Settlement Administrator** will conduct, at its sole expense, a comprehensive consumer report to determine suitability for the assignment. Background investigation must be completed prior to the assignment date and include, but not be limited to: (i) a lawful consumer report; and (ii) local, county, and federal criminal records for the maximum number of years allowed by applicable local, state and federal laws. The consumer report must be conducted by a third party consumer reporting agency that specializes in conducting individual background investigations for a fee. Unless prohibited by applicable law, if **Settlement Administrator**, its **Representatives**, or **Personnel** are provided with or have access to **PRG's Confidential Information**, **Settlement Administrator** shall ensure that individuals with convictions or civil judgments for violations including but not limited to computer crimes, hacking, blackmail, extortion, fraud, theft, or identity theft do not provide **Services** under this **Agreement**, and **Settlement Administrator** shall not permit any such individuals to access **Personal Information**.

3.2. Third Party Contractors.

Settlement Administrator will not subcontract any of its material obligations under this **Agreement** without **PRG's** prior written consent. When seeking consent, **Settlement Administrator** will specify the components of the **Services** affected, the identity and qualifications of the proposed subcontractor(s), and provide all other information reasonably requested by **PRG**. If **Settlement Administrator** receives **PRG's** consent to utilize subcontractors for any **Services**, **Settlement Administrator** will:

- a) be fully liable to **PRG** for any **Services** provided by any subcontractor;
- b) remain obligated under this **Agreement** for providing **Services**;
- c) require all subcontractors to agree in writing to terms consistent with the terms of this **Agreement** applicable to the **Services** provided by such subcontractor(s); and
- d) require all subcontractors to agree in writing that **PRG** is an intended third-party beneficiary of its agreement with **Settlement Administrator**.

4. ADDITIONAL TERMS.

4.1. Term.

This **Agreement** shall become effective upon the **Effective Date** and shall remain in full force and effect until terminated by **PRG** in writing.

4.2. Remedies.

Settlement Administrator acknowledges and agrees that any violation of this **Agreement** will cause irreparable harm to **PRG** and therefore acknowledges and agrees that **PRG** may seek injunctive relief from a court of competent jurisdiction in addition to any other remedy available at law or equity.

4.3. Attorney Fees.

If **PRG** brings an action against **Settlement Administrator** by reason of a breach or alleged violation, enforcement of any provision, or otherwise arising out of this **Agreement**, and is determined to be the prevailing party, **Settlement Administrator** is responsible for the payment of **PRG's** costs of suit and reasonable attorneys' fees which shall be payable whether or not such action is prosecuted to judgment.

4.4 Order of Precedence.

In the event of a conflict between the terms of this **Agreement** and any other agreement between the **Parties**, the terms of this **Agreement** shall prevail.

INFORMATION SECURITY AND SERVICES AGREEMENT

4.5. *Waiver.*

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this **Agreement**, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this **Agreement** shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

4.6. *Choice of Law.*

This **Agreement** shall be governed by, and interpreted, construed, and determined in accordance with the laws of the State of New York without regard to its conflict of laws principles. The state and federal courts located in the State of New York shall have exclusive jurisdiction to adjudicate any dispute.

4.7. *Entire Agreement.*

This **Agreement** contains the entire understanding of the **Parties** with respect to the matters covered, and no other previous agreement, statement, or promise made by either Party that is not contained in the terms of this **Agreement** shall be binding or valid, unless specifically incorporated by reference or attachment hereto. This **Agreement** may be amended only in writing and signed by both **Parties** to the **Agreement**.

4.8. *Modification.*

If **PRG** determines that this **Agreement**, as applicable, must be modified as a result of a **Security Breach**, the **Parties** shall negotiate in good faith to make such modifications. If the **Parties** cannot agree on the terms of the modifications, **PRG** shall be entitled to terminate the contract without penalty or cost other than payment to **Settlement Administrator** for services actually performed and costs actually incurred.

4.9. *Severability.*

The **Parties** agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses. If one or more provisions contained in this **Agreement** shall for any reason be held to be unenforceable at law, such provision(s) shall be construed so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

4.10. *Indemnification.*

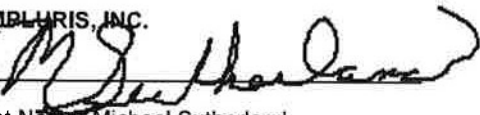
Settlement Administrator will defend, indemnify, and hold harmless **PRG** and its officers, directors, employees, attorneys, agents, successors, and permitted assigns from and against any and all **Claims** arising out of or related to the breach of any obligations under this **Agreement** by **Settlement Administrator** or **Personnel**, or any negligent act, willful omission, or willful misconduct of **Settlement Administrator** or **Personnel**.

Settlement Administrator, at its own expense, will defend any **Claim** and has the right to control the defense of such **Claim**, provided that **PRG**, at its own expense, may engage separate counsel to participate in the defense of any **Claim** and **Settlement Administrator** agrees to cooperate fully with such counsel. **Settlement Administrator** and its counsel agree to keep **PRG** and its counsel informed regarding the status of any **Claim** and cooperate fully with requests for information. Notwithstanding any other provisions of this **Agreement**, **Settlement Administrator** will not enter into any **Claim** settlements which (i) adversely affect the rights of **PRG**; or (ii) impose liabilities or obligations on **PRG** which will not be satisfied by **Settlement Administrator's** payment or performance upon entry of such settlement.

INFORMATION SECURITY AND SERVICES AGREEMENT

IN WITNESS WHEREOF, the **Parties** hereto acknowledge and agree to be bound by the terms and conditions herein as of the **Effective Date**.

SIMPLURIS, INC.

By: 

Print Name: Michael Sutherland

Title: SVP

Date: 9/7/2021

PRODUCTION RESOURCE GROUP, L.L.C.

By: 

Print Name: Robert Manners

Title: EVP & General Counsel

Date: 9-9-21