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JOSE LUIS TOPETE PEREZ

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

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

Plaintiff,

vs.

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

Defendants.

Case No. 20STCV38584 *related to* Case No.
20STCV27311

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

**DECLARATION OF SCOTT M.
LIDMAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 4, 2021
Time: 9:00 a.m.
Dept.: SSC-17

Complaint Filed: October 7, 2020
Trial Date: None Set

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the
3 named Plaintiff Jose Luis Topete Perez (“Plaintiff”) and the proposed Settlement Class in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am admitted
5 to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law firm
9 of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on employment
11 litigation. In September 1998, I began working as an associate attorney at the international law firm of
12 Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm in
13 the world exclusively devoted to representing management in employment, employee benefits and labor
14 law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which
16 was at the time one of the largest international firms in the world. During my employment at Jones Day,
17 I worked exclusively in the labor and employment department. In or around 2003, I went to work at the
18 law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In 2008, I
19 returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the end of 2017,
20 I practiced exclusively labor and employment law, with a strong emphasis and most of my time working
21 on wage and hour class actions venued in both state and federal courts. During that time and my legal
22 career in general, I also worked on a number of single and multi-plaintiff wage and hour matters as well.

23 5. During my employment at Littler Mendelson, I played a significant role in the class actions
24 that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In particular,
25 I received a wide-array of wage and hour class action experience performing the following types of tasks:
26 drafting demurrers, motions to strike and/or dismiss; removing actions from state court to federal court;
27 drafting and responding to written discovery; drafting and opposing discovery related motions; arguing
28

discovery related motions; drafting motions to consolidate related matters; interviewing putative class members and obtaining declarations in connection with class certification; drafting oppositions to motions for class certification; drafting motions for decertification following class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification and potential damages resulting from such claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named plaintiffs and putative class members; deposing retained expert witnesses; and defending the depositions of corporate witnesses. I also was involved in the negotiations and settlements of many large wage and hour class actions. In short, I played an integral role in all aspects of litigation from the inception of a matter through and beyond class certification. I also supervised the work of several junior attorneys who were staffed on the same wage and hour class actions.

6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United States District Court, Central District of California, Honorable Gary Klausner, presiding¹.
- *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California Superior Court, County of Alameda, Honorable Winifred Smith, presiding.
- *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN, United States District Court, Central District of California, Honorable Percy Anderson, presiding.

¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 3 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
4 States District Court, Central District of California, Honorable Percy Anderson,
5 presiding.
- 6 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
10 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 11 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ► *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-KSC,
14 United States District Court, Southern District of California.⁴
- 15 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County of
16 Solano, Honorable Paul Berman, presiding.
- 17 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ► *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 23
24
25

26 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal and
27 the California Supreme Court.

28 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
2 States District Court, Central District of California, Honorable Margaret Morrow,
3 presiding.
- 4 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
5 States District Court, Central District of California, Honorable Margaret Morrow,
6 presiding.
- 7 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
8 States District Court, Southern District of California, Honorable John A. Houston,
9 presiding.
- 10 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
11 District Court, Central District of California, Honorable Margaret Morrow,
12 presiding.
- 13 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
14 District Court, Central District of California, Honorable Margaret Morrow,
15 presiding.
- 16 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
17 States District Court, Northern District of California.
- 18 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
19 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
20 presiding.
- 21 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
22 Court, County of Santa Clara.
- 23 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,
24 County of Los Angeles, Honorable Terry Green, presiding.
- 25 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
26 Court, County of San Francisco.

1 ► *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
2 Court, Northern District of California, Honorable Richard Seeborg, presiding.

3 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
4 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily wage
5 and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of
6 Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
7 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-five
8 (65) wage and hour class actions filed in State courts throughout California, with several of them having
9 been removed to Federal courts. I believe that my professional experience renders me more than qualified
10 to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum wages, meal
11 and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and
12 hour cases throughout my career involving similar claims, including the wage and hour class actions
13 identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result,
14 I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and
15 defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition
16 to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay
17 involved in wage and hour class action litigation.

18 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
19 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
20 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
21 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-
22 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Cluster
23 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
24 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
25 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
26 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
27 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*
28

1 v. *H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
2 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
3 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*
4 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
5 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
6 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley
7 presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court,
8 County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case
9 No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes
10 presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court,
11 County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers*
12 *Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of
13 Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case
14 No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson
15 presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California
16 Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al.*
17 *v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of
18 San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578,
19 California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v.*
20 *Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles,
21 Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*,
22 Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the
23 Honorable Judge Philip S. Gutierrez presiding.

24 9. As co-lead counsel for Plaintiff Jose Luis Topete Perez and the proposed Settlement Class,
25 I have been intimately involved in every aspect of this case from its inception through the present, and I
26 believe that the proposed Settlement is a favorable result for the Class Members under the circumstances
27 presented.

1 10. Defendant Production Resource Group, LLC (hereinafter “PRG” or “Defendant”) is an
2 audio-visual equipment rental service. On October 7, 2020, Plaintiff filed a putative class and Labor
3 Code Private Attorneys General Act of 2004 (“PAGA”) representative action complaint against PRG in
4 Los Angeles County Superior Court alleging the following causes of action: (i) a class-wide claim for
5 PRG’s failure to provide accurate, itemized wage statements due to its failure to list its complete legal
6 name; and (ii) a PAGA-based claim for PRG’s alleged failure to authorize and permit all required rest
7 periods.

8 11. The Parties have diligently engaged in informal discovery to investigate the claims alleged
9 in the operative complaint. Specifically, after agreeing to participate in early settlement discussions in
10 light of the simplified nature of the claims alleged, PRG informally produced information regarding the
11 number of current and former putative class members and allegedly-aggrieved employees, exemplars of
12 its wage statements issued during the relevant time period, information regarding the changes PRG made
13 to its wage statements in response to the claims made in this action, the number of pay periods worked
14 by putative class members during the Class Period, and the number of pay periods worked by allegedly-
15 aggrieved employees during the PAGA Period. In addition, because PRG was not legally required to nor
16 did keep track of rest periods, there was no data to produce regarding rest periods allegedly taken or
17 missed by the PAGA employees. Indeed, since the nature of the rest period claim is that employees were
18 required to remain on the premises for rest periods, there was no internal PRG data that exists that could
19 be used to evaluate the claim. However, PRG provided Plaintiff with its rest period policies as well as
20 legal authorities supporting Defendant’s contention that Plaintiff’s rest period theory (*i.e.*, that employees
21 were not permitted to leave Defendant’s premises during rest periods) is not cognizable as a matter of
22 law. Moreover, without admitting that its wage statements violated California Labor Code section
23 226(a)(8), on August 18, 2020, Defendant cured any alleged deficiency pursuant to California Labor
24 Code section 2699.3(c)(3) by re-issuing wage statements to its California employees from and after
25 January 1, 2019 to identify the employer as Production Resource Group, L.L.C. This discovery allowed
26 the parties to assess the merits and value of Plaintiff’s claims and PRG’s defenses thereto, if a settlement
27 could not be reached.

12. In late December 2020, the Parties decided that they would exchange informal discovery and information in an effort to engage in early settlement discussions to determine if the case could be resolved. Further, due to the simplified and limited nature of the claims at issue, counsel for the Parties believed attempts at direct negotiations were appropriate so that money that would have been spent on an expensive, experienced mediator could instead be used to pay an eventual settlement if it could be reached. During settlement discussions, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's wage statement claim, the manageability of a trial of the PAGA-based rest period claim, and the legal basis for the claims and defenses. *Id.* Ultimately, the parties agreed in principle on a class-wide and PAGA resolution. In the weeks that followed, the parties finalized the terms of settlement and executed the Stipulation Regarding Class and Private Attorneys General Act Settlement and Release ("Settlement"). A true and correct copy of the Settlement is attached hereto as **Exhibit 1**. The Notice of Pendency of Class Action and Settlement is attached as Exhibit A to the Settlement.

13. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount ("GSA"):	\$200,000.00
Minus Court-approved attorneys' fees (update to 1/3 of GSA):	\$66,666.66
Minus Court-approved, verified costs (up to \$10,000.00):	\$10,000.00
Minus Court-approved Class Representative Service Award:	\$5,000.00
Minus Settlement Administration Costs (not to exceed \$10,000):	\$10,000.00
Minus PAGA Distribution Amount:	\$20,000.00
Net Settlement Amount ("NSA"):	\$88,333.34

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

After deducting amounts for the Court-approved attorneys' fees and verified costs, Class Representative Service Award to Plaintiff, Settlement Administration Costs, and the PAGA Distribution

Amount, the Settlement requires the Settlement Administrator to distribute a Net Settlement Amount (“NSA”) of at least \$88,333.34 to all Class Members who do not timely opt out.

14. According to PRG’s records, there are approximately 808 total Class Members defined as:

All current and former employees of Defendant who were employed by Defendant in the State of California at any time 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 proposed PAGA Affected Employees is defined as:

All current and former non-exempt employees of Defendant who were employed by Defendant in the State of California at any time from July 16, 2019 through April 1, 2021.⁶

The Parties agreed to close the PAGA Period on the date they finally reached terms on this Settlement. This was decided to avoid a subsequent increase in the pay periods and PAGA Affected employees between the time settlement was reached and ultimate approval by the Court, so as to avoid dilution of the settlement

Thus, the average Individual Settlement Payment (assuming all Class Members worked the same length of time) is projected to be approximately \$109.32.

15. Plaintiff’s class claim arose from PRG’s common, uniform policies and practices that applied to Class Members during the class period. Specifically, Plaintiff alleged that PRG’s common and uniform policies and practices resulted in the failure to provide accurate, itemized wage statements.

16. Plaintiff alleges that PRG issued inaccurate wage statements in violation of Labor Code § 226. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a) because the wage statements issued to Class Members failed to include the name of the legal entity that is/was the employer. Plaintiff alleges that beginning in or around 2019, Defendant Production Resource Group, LLC issued wage statements to its employees with “PRG” as the employer name on them, which Plaintiff contends is not its legal name. Plaintiff alleges that this caused confusion and damages to employees who received

⁶ The Parties agreed to close the PAGA Period on the date they finally reached terms on this Settlement. This was decided to avoid a subsequent increase in the pay periods and PAGA Affected Employees between the time settlement was reached and ultimate approval by the Court, so as to avoid dilution of the settlement

1 such incorrect and unlawful wage statements. Plaintiff's data analysis reflected that there were
2 approximately 17,857 wage statements issued during the relevant time period. Therefore, Plaintiff
3 calculated PRG's maximum exposure for wage statement violations at approximately \$1,745,300.00
4 (($\$50.00 \times 808$ current employees) + ($\$100.00 \times 17,049$ subsequent wage statements)).

5 17. PRG argues that its alleged wage statement violations could not be shown to be "knowing
6 and intentional," because it was well known that PRG stood for Production Resource Group, L.L.C.
7 (which complete name was contained on other company documents provided to employees) and that
8 Plaintiff cannot show that he or any other employee "suffer[ed] injury" as a result of the alleged wage
9 statement violations, as required by Lab. Code § 226(e) for imposition of penalties. PRG also contends
10 that the issue of damages and confusion would be individualized such that it would prevent the class from
11 being certified. Additionally, PRG, without admitting that its wage statements violated the Labor Code,
12 on August 18, 2020, cured any alleged deficiency pursuant to California Labor Code section 2699.3(c)(3)
13 by re-issuing wage statements to its California employees from and after January 1, 2019 to correctly
14 identify the employer as Production Resource Group, L.L.C. As such, Plaintiff discounted the calculated
15 exposure by 55% for a risk of non-certification and an additional 50% for a risk of being unsuccessful on
16 the merits, to arrive at an estimated total of \$392,692.50.

17 18. Plaintiff also seeks civil penalties under the PAGA as a result of allegedly failing to
18 authorize and permit lawful rest periods. Specifically, Plaintiff alleges that PRG's rest period practices
19 required non-exempt employees to remain on the work premises during rest periods. By prohibiting its
20 non-exempt employees from leaving the work premises during rest periods, Plaintiff alleges PRG fails
21 to relinquish control in violation of California law and resulted in at least one rest period violation on
22 every shift in excess of 3.5 hours. There are 460 employees who fall within the group of PAGA
23 Aggrieved Employees during the PAGA Period of July 16, 2019 through April 1, 2021, and these
24 employees worked a total of approximately 8,077 pay periods during such time. Thus, Plaintiff calculated
25 PRG's maximum exposure at \$807,000 (8,077 pay periods x \$100 initial violation rate).

26 19. PRG argues that Plaintiff's PAGA claim would fail because neither its written policies
27 nor its practices required employees to remain on the premises during rest periods, employees regularly
28

1 left the premises during rest periods, and a PAGA trial on such a claim would be completely
2 unmanageable due to the varied individualized issues. PRG contends it has always maintained and
3 enforced lawful rest period policies and practices, and that Class Members were authorized and permitted
4 to take all off-duty rest periods in compliance with California law. PRG also maintains that, given its
5 good faith defenses this Court would exercise its discretion to substantially reduce any PAGA penalties
6 if it were to find PRG liable for Plaintiff's claim. Therefore, Plaintiff discounted the maximum exposure
7 figure by 60% for a risk of being unsuccessful on the merits, and an additional 35% to account for the
8 possibility of this Court reducing penalties, to arrive at an estimated exposure of \$209,820.00.

9 20. Using these estimated figures for each of the claims described above, Plaintiff predicted the
10 realistic total recovery for the Class Members and PAGA Aggrieved Employees would be approximately
11 \$602,512.50. The proposed settlement of \$200,000.00 therefore represents approximately 33.19% of the
12 reasonably forecasted recovery for the Settlement Class. Preliminary approval is appropriate as the
13 settlement will provide tangible monetary relief to Class Members, and will still provide an average
14 recovery to Class Members of over \$100.00.

15 21. Here, Class Counsel will also apply for an attorneys' fees award of one-third of the GSA,
16 which is currently estimated to be \$66,666.66, and up to \$10,000.00 in verified costs reimbursement.
17 Plaintiff submits the requested fee is fair compensation for undertaking complex, risky, expensive, and
18 time-consuming litigation on a purely contingent fee basis. My office has incurred substantial attorney
19 fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research,
20 analyzing payroll data, preparing for and participating in direct settlement negotiations, negotiating and
21 revising the long-form Settlement, preparing this Motion, and otherwise litigating the case. Class
22 Counsel expect to expend additional attorney time in attending the hearing on this Motion, overseeing
23 the Notice process and fielding questions from Class Members, preparing the final approval papers and
24 attending the Final Approval hearing.

25 22. Plaintiff has provided written approval of the split of attorneys' fees in this action: 46.5%
26 to Haines Law Group, APC, 31% to Lidman Law, APC, and 22.5% to Michael Burgis & Associates, P.C.
27 Michael Burgis & Associates, P.C. is the referring attorney.
28

23. As part of the Settlement, Plaintiff will separately apply for a Service Award at the time of seeking final approval of the class action settlement in the amount of \$5,000.00. I believe this is reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf of the Class Members, including the risk that he could be liable for PRG's costs if this case was unsuccessful. Plaintiff was integral in the prosecution of this action, by, among other things, providing substantial information and documents to Class Counsel, attending multiple meetings with Class Counsel to discuss the claims and theories at issue in the litigation, and otherwise actively participating in the prosecution of their claims. Plaintiff has also agreed to a general release of all known and unknown claims subject to a waiver of California Civil Code § 1542.

24. Although the parties engaged in informal discovery throughout this action, the parties still had significant discovery to complete in formal litigation had the matter not settled. Moreover, Plaintiff still had to file for class certification, and faced the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or an adverse summary judgment ruling. Even if the classes sought to be certified by Plaintiff were in fact certified, the parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying expense.

25. Further, neither the Court nor a jury has made a factual finding of a violation of any Labor Code such that approving an amount that is less than the statutory maximum is appropriate for the PAGA Distribution Amount.

26. Plaintiff verified the data points by way of a verified declaration signed under penalty of perjury from Defendant. Audrey Colotti, the Payroll Manager of Defendant provided a declaration to be submitted in connection with the motion for preliminary approval. The Declaration of Audrey Colotti is attached hereto as **Exhibit 2**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 10, 2021 at El Segundo, California.


Scott M. Lidman

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW, APC

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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]*

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

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Attorneys for Defendant

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 Action by the Plaintiff on behalf of himself and/or the Class Members based
23 on the facts alleged in and/or in support of Plaintiff’s first cause of action alleging a class claim
24 for alleged violation of California Labor Code section 226, including but not limited to claims
25 for: (a) statutory penalties, civil penalties, and damages for failure to timely provide accurate,
26 itemized wage statements in violation of California Labor Code section 226; (b) declaratory relief
27 to determine whether the wage statement practices alleged in the Action are unlawful;
28 (c) injunctive relief to halt any wage statement practices alleged in the Action 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 Action 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

1 payable from the Gross Settlement Amount.

2 1.8 **“Class Period”** means the period from April 6, 2019 through and including
3 August 20, 2020.

4 1.9 **“Court”** means the Superior Court of California, County of Los Angeles.

5 1.10 **“Defendant”** means Production Resource Group, L.L.C.

6 1.11 **“Defense Counsel”** means Julie Dunne, Matthew Riley, and Vani Parti of DLA
7 Piper LLP (US).

8 1.12 **“Effective Date”** means the date by which this Settlement is finally approved as
9 provided herein and the Court’s Final Approval Order and Judgment become binding and no
10 longer subject to appeal. For purposes of this Settlement Agreement, the Final Approval Order
11 and Judgment become binding and no longer subject to appeal upon the later of: (a) the day after
12 the last day by which a notice of appeal to the California Court of Appeal of the Final Approval
13 Order and Judgment and/or of an order denying any motion to intervene may be timely filed, and
14 none is filed; (b) if such an appeal is filed, and the appeal is resolved through any order affirming
15 the Final Approval Order and Judgment, the day after the last date for filing a request for further
16 review of the California Court of Appeal’s decision passes and no further review is requested;
17 (c) if an appeal is filed and there is a final disposition by the California Court of Appeal affirming
18 the Final Approval Order and Judgment and further review of the California Court of Appeal’s
19 decision is requested, the day after the request for review is denied with prejudice and/or no
20 further review of the decision can be requested; or (d) if review is accepted, the day after the
21 California Supreme Court affirms the Settlement. The Effective Date cannot occur, and
22 Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of
23 any appeal that could potentially prevent the Final Approval Order and Judgment from becoming
24 binding.

25 1.13 **“Employee List”** means information regarding Class Members and PAGA
26 Affected Employees that Defendant will compile in good faith from its records and provide to the
27 Settlement Administrator. The Employee List shall be provided in a confidential Microsoft Excel
28 spreadsheet and shall include, for each Class Member and PAGA Affected Employee: full name,

1 last known address, last known telephone number, social security number, whether the employee
2 is currently employed by Defendant, whether the employee is a Class Member, whether the
3 employee is a PAGA Affected Employee, the number of pay periods worked for Defendant in
4 California during the Class Period, and the number of pay periods worked for Defendant in
5 California during the PAGA Period.

6 1.14 **“Final Approval Order and Judgment”** means the Court’s entry of an order
7 finally approving this Settlement and entering final judgment based thereon, which shall be
8 substantially in the form attached hereto as **Exhibit C**.

9 1.15 **“Final Approval Hearing”** means the hearing held to determine whether the
10 Court will enter a Final Approval Order and Judgment.

11 1.16 **“LWDA”** means the California Labor and Workforce Development Agency.

12 1.17 **“Gross Settlement Amount”** means Two Hundred Thousand Dollars and Zero
13 Cents (\$200,000.00), which is the non-reversionary amount that Defendant is obligated to pay
14 under this Settlement Agreement in order to settle the Action (unless such Gross Settlement
15 Amount is increased pursuant to Paragraph 3.5.1.1 below), subject to the Court’s approval of the
16 Settlement.

17 1.18 **“Net Settlement Amount”** means what remains of the Gross Settlement Amount
18 after deductions are made for the Service Award, the Class Counsel Fees Award, the Class
19 Counsel Costs Award, the Settlement Administration Costs, and the PAGA Distribution Amount.
20 Assuming the Gross Settlement Amount is \$200,000 (*i.e.*, the Gross Settlement Amount is not
21 increased pursuant to Paragraph 3.5.1.1 below), the Service Award is \$5,000, the Class Counsel
22 Fees Award is \$66,666.66, the Class Counsel Costs Award is \$10,000, the Settlement
23 Administration Costs are \$10,000, and the PAGA Distribution Amount is \$20,000, then the Net
24 Settlement Amount shall be Eighty-Eight Thousand Three Hundred Thirty-Three Dollars and
25 Thirty-Four Cents (\$88,333.34).

26 1.19 **“Notice of Objection”** means a written request by a Class Member to object to
27 this Settlement, which must be completed and mailed to the Settlement Administrator in the
28 manner set forth in this Settlement Agreement and the Notice of Settlement.

1 1.20 **“Notice of Settlement”** means the Notice of Pendency of a Class Action
2 Settlement that will be mailed to Class Members to apprise them of this Settlement, which shall
3 be substantially in the form attached hereto as **Exhibit A**.

4 1.21 **“PAGA”** means the Private Attorneys General Act of 2004, California Labor
5 Code section 2698 *et seq.*

6 1.22 **“PAGA Affected Employees”** means all current and former non-exempt
7 employees of Defendant who were employed by Defendant in the State of California at any time
8 during the PAGA Period.

9 1.23 **“PAGA Affected Employee Payment”** means the twenty-five percent (25%) of
10 the PAGA Distribution Amount that shall be paid to PAGA Affected Employees. The PAGA
11 Affected Employee Payment shall be in the amount of Five Thousand Dollars and Zero Cents
12 (\$5,000.00). The PAGA Affected Employee Payment shall be distributed to PAGA Affected
13 Employees on a *pro rata* basis based on the number of pay periods each worked for Defendant in
14 California during the PAGA Period.

15 1.24 **“PAGA Claims”** means any and all claims, rights, demands, liabilities, and causes
16 of action of every nature and description, whether known or unknown, for civil penalties that
17 arose during the PAGA Period and were actually asserted or that could have been asserted in the
18 Action by the Plaintiff on behalf of himself, the State of California, and/or PAGA Affected
19 Employees based on the facts alleged in and/or in support of Plaintiff’s second cause of action
20 alleging a PAGA claim for alleged violation of California Labor Code sections 226.7 and 516 and
21 the applicable IWC wage order, including but not limited to claims for: (a) civil penalties
22 pursuant to PAGA for failure to provide rest periods or compensation in lieu thereof in violation
23 of California Labor Code sections 226.7 and 516 and the applicable IWC Wage Order;
24 (b) declaratory relief to determine whether the rest period practices alleged in the Action are
25 unlawful; (c) injunctive relief to halt any rest period practices alleged in the Action to be
26 unlawful; (d) attorneys’ fees and costs incurred to prosecute the Action on behalf of the State of
27 California and PAGA Affected Employees, including but not limited to fees incurred for the
28 services of Class Counsel or any other counsel; and (e) any other derivative remedies, penalties,

1 and interest available under the law based on the facts alleged in the Action with respect to
2 Plaintiff's rest period allegations, including but not limited to California Labor Code sections 204,
3 210, 226.7, 516, 558, and 1174 and the applicable IWC Wage Order. "PAGA Claims" also
4 includes all claims that Plaintiff, the State of California, and/or PAGA Affected Employees may
5 have against the Released Parties relating to: (a) the payment, taxation, and allocation of
6 attorneys' fees and costs to Class Counsel pursuant to this Settlement Agreement; (b) the
7 payment, taxation, and allocation of Plaintiff's Service Award pursuant to this Settlement
8 Agreement; and (c) the payment, taxation, and allocation of payments to PAGA Affected
9 Employees.

10 1.25 **"PAGA Distribution Amount"** means the portion of the Gross Settlement
11 Amount that is allocated to resolve the PAGA Claims. The PAGA Distribution Amount shall be
12 Twenty Thousand Dollars and Zero Cents (\$20,000.00), unless increased pursuant to Paragraph
13 3.5.1.1 below.

14 1.26 **"PAGA LWDA Payment"** means the seventy-five percent (75%) of the PAGA
15 Distribution Amount that shall be paid to the LWDA. The PAGA LWDA Payment shall be in the
16 amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

17 1.27 **"PAGA Period"** means the period from July 16, 2019 through and including
18 April 1, 2021.

19 1.28 **"Participating Class Members"** means all Class Members who do not submit a
20 timely Request for Exclusion (*i.e.*, opt-out) of the Settlement.

21 1.29 **"Parties"** means Plaintiff and Defendant and **"Party"** means either Plaintiff or
22 Defendant.

23 1.30 **"Plaintiff"** means Jose Luis Topete Perez.

24 1.31 **"Preliminary Approval"** or **"Preliminary Approval Order"** means the Court's
25 entry of an order preliminarily approving this Settlement, which shall be substantially in the form
26 attached hereto as **Exhibit B**.

27 1.32 **"Released Parties"** means Defendant Production Resource Group, L.L.C. and its
28 subsidiaries, affiliates, and/or parent companies, employee benefit plans sponsored or maintained

1 by any of the foregoing, their attorneys, and their respective successors and predecessors in
2 interest; all of their respective officers, directors, managers, employees, administrators,
3 fiduciaries, trustees, beneficiaries, and agents; and each of their past, present, and future officers,
4 directors, shareholders, managers, employees, agents, principals, heirs, representatives,
5 accountants, auditors, consultants, insurers, and reinsurers.

6 1.33 **“Request for Exclusion”** means a written request by a Class Member to exclude
7 himself/herself from the Class Member Payment portion of the Settlement, which must be
8 completed and mailed in the manner set forth in this Settlement Agreement and the Notice of
9 Settlement.

10 1.34 **“Response Deadline”** means the date sixty (60) calendar days after the Settlement
11 Administrator mails the Notice of Settlement to Class Members and by which Class Members
12 may postmark Requests for Exclusion or Notices of Objection to the Settlement.

13 1.35 **“Service Award”** means the amount the Court awards to Plaintiff for his efforts in
14 litigating this case, obtaining the benefits of the Settlement, and providing a Complete and
15 General Release to the Released Parties. Defendant will not oppose Plaintiff’s application for a
16 Service Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00). The Service Award
17 shall be paid from the Gross Settlement Amount.

18 1.36 **“Settlement”** or **“Settlement Agreement”** means this Stipulation Regarding
19 Class and Private Attorneys General Act Settlement and Release.

20 1.37 **“Settlement Administration Costs”** means the amount the Court awards the
21 Settlement Administrator for administering this Settlement, which may not exceed Ten Thousand
22 Dollars and Zero Cents (\$10,000.00). The Settlement Administration Costs shall be paid from the
23 Gross Settlement Amount.

24 1.38 **“Settlement Administrator”** means Simpluris, Inc.

25 1.39 **“Settlement Fund Account”** means the bank account established by the
26 Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all
27 monies payable under the terms of this Settlement shall be paid, as set forth herein.

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

2.1.3 While Defendant has denied and continues to deny that it violated California Labor Code section 226(a)(8) by issuing wage statements that identified the employer as “PRG,” on August 18, 2020, Defendant re-issued wage statements to its California employees

1 from and after January 1, 2019 to identify the employer as Production Resource Group, L.L.C.,
2 thus curing the alleged wage statement violation pursuant to California Labor Code section
3 2699.3(c)(3).

4 2.1.4 On September 9, 2020, Defendant and Full Throttle Films, LLC removed
5 the action to the United States District Court for the Central District of California, and the case
6 was assigned Case No. 2:20-cv-08229.

7 2.1.5 On September 21, 2020, Plaintiff filed a First Amended Complaint in the
8 federal action to add a claim for civil penalties under PAGA.

9 2.1.6 On October 2, 2020, Defendant and Full Throttle Films, LLC filed a
10 motion to dismiss the First Amended Complaint in the federal action.

11 2.1.7 On October 6, 2020, Plaintiff filed a voluntary Notice of Dismissal of the
12 federal action.

13 2.1.8 On October 7, 2020, Plaintiff commenced the Action by filing a class
14 action complaint against Defendant in the Los Angeles County Superior Court alleging: (a) a
15 class claim for failure to provide accurate itemized wage statements in violation of California
16 Labor Code section 226(a); and (b) a claim for civil penalties under California Labor Code
17 section 558 and PAGA for failure to provide rest periods in violation of California Labor Code
18 sections 226.7 and 516 and the applicable IWC Wage Order. In the Action, Plaintiff alleged that
19 pursuant to California Judicial Council Emergency Rule 9, statutes of limitations of more than
20 180 days were suspended from April 6, 2020 through October 1, 2020 and, as such, the relevant
21 time period for each cause of action pled in the Action should be calculated based on a filing date
22 of April 6, 2020. Defendant disputes Plaintiff's contention that Emergency Rule 9 applies.
23 However, for purposes of settling Plaintiff's class claim for alleged failure to provide accurate
24 itemized wage statements, Defendant agreed to produce the number of pay periods at issue going
25 back to April 6, 2019. For purposes of settling Plaintiff's PAGA claim for alleged failure to
26 provide rest periods, Defendant agreed to produce the number of pay periods at issue going back
27 to July 16, 2019 (*i.e.*, one year prior to Plaintiff's July 16, 2020 notice to the LWDA).

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

15 2.3 **Class Members' Claims.** Plaintiff, on behalf of the Class Members, has claimed
16 and continues to claim that the Class Claims alleged in the Action have merit and give rise to
17 liability on the part of Defendant. This Settlement Agreement is a compromise of such disputed
18 Class Claims.

19 2.4 **PAGA Affected Employees' Claims.** Plaintiff, on behalf of himself, the State of
20 California, and all PAGA Affected Employees, has claimed and continues to claim that the
21 PAGA Claims alleged in the Action have merit and give rise to liability on the part of Defendant.
22 This Settlement Agreement is a compromise of such disputed PAGA Claims.

23 2.5 **Defendant's Defenses – No Admission Of Liability.** Defendant has contended
24 and continues to contend that the Class Claims and PAGA Claims have no merit and do not give
25 rise to liability. Defendant specifically denies all of the allegations in the complaint in the Action.
26 Defendant further denies the allegations that Class Members and PAGA Affected Employees
27 were harmed by the conduct alleged in the Action. This Settlement Agreement is a compromise
28 of such disputed Class Claims and PAGA Claims. Nothing contained in this Settlement

1 Agreement, no documents referred to herein, and no action taken to carry out this Settlement
2 Agreement may be construed or used as an admission by or against Defendant or any of the
3 Released Parties of any fault, wrongdoing, or liability whatsoever.

4 2.6 **Benefits Of Settlement To Class Members And PAGA Affected Employees.**

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

17 2.7 **Defendant's Reasons For Settlement.** Defendant has concluded that any further

18 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
19 Defendant's time, energy, and resources have been and, unless this Settlement is made, will
20 continue to be devoted to the defense of the Class Claims and PAGA Claims asserted by Plaintiff
21 on behalf of Class Members and PAGA Affected Employees. Defendant has also considered the
22 risks of further litigation in reaching its decision to enter into this Settlement. Although Defendant
23 strongly disputes Plaintiff's Class Claims and PAGA Claims and contends it is not liable for any
24 of the Class Claims or PAGA Claims alleged by Plaintiff in the Action, Defendant has
25 nonetheless agreed to settle in the manner and upon the terms set forth in this Settlement
26 Agreement to put to rest the Class Claims and PAGA Claims set forth in the Action and avoid
27 further protracted litigation. Defendant agrees that the Settlement set forth in this Settlement
28 Agreement is fair, reasonable, and adequate.

1 **3. SETTLEMENT TERMS.**

2 **3.1 Conditional Nature Of Stipulation For Certification.** Solely for the purposes of
3 this Settlement, the Parties stipulate and agree to the certification of the Class Claims asserted on
4 behalf of Class Members. Should for whatever reason the Settlement not become effective, the
5 fact that the Parties were willing to stipulate to certification of the Class Claims on behalf of the
6 Class Members as part of the Settlement shall have no bearing on, and shall not be admissible in
7 connection with, the issue of whether the Class Claims should be certified on behalf of the Class
8 Members in a non-settlement context in the Action or in any other lawsuit. Defendant expressly
9 reserves its right to oppose claim or class certification in the Action or any other action should
10 this Settlement not become effective.

11 **3.2 Appointment Of Class Representatives.** Solely for the purposes of this
12 Settlement, the Parties stipulate and agree that Plaintiff Jose Luis Topete Perez shall be appointed
13 as representative for the Class.

14 **3.3 Appointment Of Class Counsel.** Solely for the purposes of this Settlement, the
15 Parties stipulate and agree that Scott M. Lidman, Elizabeth Nguyen, Milan Moore, and Romina
16 Tamiry of Lidman Law, APC and Paul Haines of Haines Law Group, APC shall be appointed as
17 Class Counsel for the Class.

18 **3.4 Appointment Of Settlement Administrator.** Solely for the purposes of this
19 Settlement, the Parties stipulate and agree that Simpluris, Inc. shall be retained to serve as the
20 Settlement Administrator. The Settlement Administrator shall be responsible for: establishing a
21 toll-free telephone number; establishing a website which will have links to the Notice of
22 Settlement, the Settlement Agreement, and motions for approval of the Settlement and for
23 attorneys' fees and costs; establishing a Post Office Box for receipt of Class Member
24 communications; preparing, printing, and mailing the Notice of Settlement to Class Members;
25 receiving and reviewing Requests for Exclusion, if any, submitted by Class Members; providing
26 weekly status reports to Defense Counsel and Class Counsel, which shall include the status of
27 mailings to Class Members (including the total number of returned, undelivered, and re-mailed
28 Notices of Settlement) and the total number of any responses, Notices of Objections, and

1 Requests for Exclusion received from Class Members (including the total number of Notices of
2 Objection and Requests for Exclusion that are deficient, late, or otherwise invalid); providing a
3 due diligence declaration for submission to the Court prior to the Final Approval Hearing;
4 mailing the Service Award to Plaintiff, the Class Counsel Fees Award and Class Counsel Costs
5 Award to Class Counsel, the PAGA LWDA Payment to the LWDA, the PAGA Affected
6 Employee Payments to PAGA Affected Employees, and the Class Member Payments to
7 Participating Class Members; printing and providing Participating Class Members, PAGA
8 Affected Employees, Plaintiff, and Class Counsel with IRS Form 1099 statements as required
9 under applicable law; providing a due diligence declaration for submission to the Court upon the
10 completion of the administration of the Settlement; and for such other tasks as the Parties
11 mutually agree. The Settlement Administrator shall keep the Parties timely apprised of the
12 performance of all Settlement Administrator responsibilities. Any legally mandated tax reports,
13 tax forms, tax filings, or other tax documents required by administration of this Settlement
14 Agreement shall be prepared by the Settlement Administrator. Any expenses incurred in
15 connection with such preparation shall be a Settlement Administration Cost. The Parties agree to
16 cooperate in the Settlement administration process and to make all reasonable efforts to control
17 and minimize Settlement Administration Costs. The Parties each represent that they do not have
18 any financial interest in the Settlement Administrator or otherwise have a relationship with the
19 Settlement Administrator that could create a conflict of interest.

20 **3.5 Consideration.**

21 **3.5.1 Gross Settlement Amount.** Provided that the Court approves the Settlement
22 and the Effective Date occurs, Defendant will pay the Gross Settlement Amount, which is the
23 sum of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) (unless the Gross
24 Settlement Amount is increased pursuant to Paragraph 3.5.1.1 below). The Gross Settlement
25 Amount represents the gross monetary payment Defendant shall be required to make to or for the
26 benefit of Plaintiff, Participating Class Members, PAGA Affected Employees, and the State of
27 California for the Settlement of the Action. The Gross Settlement Amount shall be used to pay the
28 Service Award, the Class Counsel Fees Award, the Class Counsel Costs Award, Settlement

Administration Costs, the PAGA LWDA Payment, all PAGA Affected Employee Payments, and all Class Member Payments.

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

3.5.1.2 Plaintiff's Service Award. In recognition of Plaintiff's time and effort in prosecuting the Action on behalf of the Class, PAGA Affected Employees, and the State of California, and as consideration for his Complete and General Release to the Released Parties, Defendant agrees not to oppose Plaintiff's application for a Service Award in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00). The Service Award is subject to the Court's approval and will be paid only from the Gross Settlement Amount. In the event that the Court awards less than the full amount requested for the Service Award, the un-awarded amount will be added to the Net Settlement Amount. This Settlement is not contingent upon the Court awarding Plaintiff any particular amount in a service award. Plaintiff shall not have the right to object to or revoke his agreement to the Settlement if the Court does not approve any or all of the requested Service Award.

1 3.5.1.3 Class Counsel Fees Award. In full satisfaction of all claims Plaintiff
2 may have for attorneys' fees arising out of the Action, Defendant agrees not to oppose Plaintiff's
3 application for a Class Counsel Fees Award not to exceed one-third of the Gross Settlement
4 Amount (estimated to be Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents
5 (\$66,666.66), unless the Gross Settlement Amount is increased pursuant to Paragraph 3.5.1.1
6 above). The Class Counsel Fees Award is subject to the Court's approval and will be paid only
7 from the Gross Settlement Amount. At the Final Approval Hearing the Court shall allocate the
8 Class Counsel Fees Award to the following law firms which represented Plaintiff during the
9 litigation: Lidman Law, APC and Haines Law Group, APC. In the event that the Court awards
10 less than the full amount requested for the Class Counsel Fees Award, the un-awarded amount
11 will be added to the Net Settlement Amount. This Settlement is not contingent upon the Court
12 awarding Class Counsel any particular amount in attorneys' fees.

13 3.5.1.4 Class Counsel Costs Award. In full satisfaction of all claims
14 Plaintiff may have for litigation costs and expenses arising out of the Action, Defendant agrees
15 not to oppose Plaintiff's application for a Class Counsel Costs Award not to exceed Ten
16 Thousand Dollars and Zero Cents (\$10,000.00). The Class Counsel Costs Award is subject to the
17 Court's approval and will be paid only from the Gross Settlement Amount. At the Final Approval
18 Hearing the Court shall allocate the Class Counsel Costs Award to the following law firms which
19 represented Plaintiff during the litigation: Lidman Law, APC and Haines Law Group, APC. In the
20 event that the Court awards less than the full amount requested for the Class Counsel Costs
21 Award, the un-awarded amount will be added to the Net Settlement Amount. This Settlement is
22 not contingent upon the Court awarding Class Counsel any particular amount in litigation costs
23 and expenses.

24 3.5.1.5 Settlement Administration Costs. The Parties agree that Defendant
25 shall pay the Settlement Administrator for third-party administration fees that are necessary to
26 administer the Settlement up to maximum payment of Ten Thousand Dollars and Zero Cents
27 (\$10,000.00). The Settlement Administration Costs to be paid to the Settlement Administrator are
28 subject to the Court's approval and will be paid only from the Gross Settlement Amount. In the

1 event that the Court awards less than the full amount set aside for Settlement Administration
2 Costs, the un-awarded amount will be added to the Net Settlement Amount.

3 3.5.1.6 PAGA Distribution Amount. The Parties agree that Defendant shall
4 pay Twenty Thousand Dollars and Zero Cents (\$20,000.00) to resolve the PAGA Claims – the
5 PAGA Distribution Amount – which shall be paid from the Gross Settlement Amount to resolve
6 all claims for civil penalties under the PAGA for the PAGA Claims alleged in the Action. In the
7 event the Court awards less than the full PAGA Distribution Amount, the un-awarded amount
8 will be added to the Net Settlement Amount. The PAGA Distribution Amount shall be allocated
9 as follows:

10 3.5.1.6.1 PAGA LWDA Payment. Seventy-five percent (75%)
11 of the PAGA Distribution Amount – totaling Fifteen Thousand Dollars and Zero Cents
12 (\$15,000.00) – shall be paid to the LWDA.

13 3.5.1.6.2 PAGA Affected Employee Payments. Twenty-five
14 percent (25%) of the PAGA Distribution Amount – totaling Five Thousand Dollars and Zero
15 Cents (\$5,000.00) – shall be paid to PAGA Affected Employees. The PAGA Affected Employee
16 Payments will be allocated 100% as penalties and interest and will be subject to IRS Form 1099
17 reporting.

18 3.5.1.7 Class Member Payments. Defendant shall pay each Participating
19 Class Member a Class Member Payment. The Class Member Payments are made to resolve the
20 Class Claims. The Class Member Payments shall be payable from the Gross Settlement Amount.
21 Each Class Member Payment shall be calculated by dividing a Participating Class Member's
22 individual pay periods worked for Defendant in California during the Class Period by the total of
23 all Participating Class Members' pay periods worked for Defendant in California during the Class
24 Period (all according to Defendant's business records), and multiplying this result by the Net
25 Settlement Amount. The Class Member Payments will be allocated 100% as penalties and interest
26 and will be subject to IRS Form 1099 reporting.

27 3.5.2 Released Class Claims. Upon Defendant's funding of the Gross Settlement
28 Amount, Plaintiff – on behalf of himself and Participating Class Members – fully and irrevocably

1 releases the Released Parties from the Class Claims, as defined in Paragraph 1.3, in exchange for
2 the consideration provided by this Settlement Agreement (“Released Class Claims”). All
3 Released Class Claims are released for the Class Period. Plaintiff and Participating Class
4 Members may discover facts in addition to or different from those they now know or believe to be
5 true with respect to the subject matter of the Released Class Claims but, upon Defendant’s
6 funding of the Gross Settlement Amount, shall be deemed to have, and by operation of the Final
7 Approval Order and Judgment shall have, fully, finally, and forever settled and released any and
8 all of the Released Class Claims. It is the intent of the Parties that the Final Approval Order and
9 Judgment entered by the Court pursuant to this Agreement shall have full *res judicata* effect and
10 be final and binding upon Participating Class Members regarding the Released Class Claims.

11 3.5.3 Released PAGA Claims. Upon Defendant’s funding of the Gross
12 Settlement Amount, Plaintiff – on behalf of himself, the State of California, and PAGA Affected
13 Employees – fully and irrevocably releases the Released Parties from the PAGA Claims, as
14 defined in Paragraph 1.24, in exchange for the consideration provided by this Settlement
15 Agreement (“Released PAGA Claims”). All Released PAGA Claims are released for the PAGA
16 Period. Plaintiff, the State of California, and PAGA Affected Employees may discover facts in
17 addition to or different from those they now know or believe to be true with respect to the subject
18 matter of the Released PAGA Claims, but upon Defendant’s funding of the Gross Settlement
19 Amount, shall be deemed to have, and by operation of the Final Approval Order and Judgment
20 shall have, fully, finally, and forever settled and released any and all of the Released PAGA
21 Claims. It is the intent of the Parties that the Final Approval Order and Judgment entered by the
22 Court shall have full *res judicata* effect and be final and binding upon the State of California and
23 PAGA Affected Employees regarding the Released PAGA Claims.

24 3.5.4 Plaintiff’s Complete And General Release. In consideration for the
25 promises and payments set forth in this Settlement Agreement, to which Plaintiff is otherwise not
26 entitled, Plaintiff agrees to completely, irrevocably, unconditionally, and generally release the
27 Released Parties from any and all charges, complaints, claims, causes of action, debts, sums of
28 money, controversies, agreements, promises, damages, and liabilities of any kind or nature

1 whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from
2 conduct occurring on or before the date of Plaintiff's execution of this Settlement Agreement,
3 related to the Plaintiff's employment with Defendant and/or the Action, including but not limited
4 to any rights or claims arising under the California Constitution; the California Labor Code; the
5 California Business & Professions Code; the California Code of Regulations; the California Fair
6 Employment and Housing Act; the Fair Labor Standards Act; Title VII of the Civil Rights Act of
7 1964; the Americans with Disabilities Act; federal and state family leave statutes; and any and all
8 other federal, state, and local laws, statutes, executive orders, regulations, and common law,
9 including contract, employment, and tort law. This Complete and General Release includes a
10 1542 Waiver. Plaintiff may discover facts in addition to or different from those he now knows or
11 believes to be true with respect to the subject matter of the Complete and General Release, but
12 upon Defendant's funding of the Gross Settlement Amount, shall be deemed to have, and by
13 operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled
14 and released any and all of the claims covered by the Complete and General Release as the date
15 of Plaintiff's execution of the Settlement Agreement. Plaintiff agrees and understands that
16 Defendant and Plaintiff have had a bona fide dispute regarding, inter alia, wages owed.

17 **3.6 Settlement Administration Procedures.**

18 3.6.1 Settlement Approval And Implementation Procedures. As part of this
19 Settlement, the Parties agree to the following procedures for obtaining the Court's Preliminary
20 Approval of the Settlement, notifying Class Members of the Settlement, obtaining the Court's
21 final approval of the Settlement, and processing payments under the Settlement.

22 3.6.2 Preliminary Approval And Certification. As soon as practicable after
23 execution of this Settlement Agreement, and no later than September 10, 2021, Plaintiff will
24 submit this Settlement Agreement to the Court for Preliminary Approval. Plaintiffs' submission
25 will include this Settlement Agreement, including **Exhibits A-D**, and any motions, memoranda,
26 and evidence as may be necessary for the Court to determine that this Settlement Agreement is
27 fair, reasonable, and adequate. Defendant agrees not to oppose Plaintiffs' motion for a
28 Preliminary Approval Order unless the motion is inconsistent with the terms set forth in this

1 Settlement Agreement.

2 3.6.3 LWDA Notice. Pursuant to California Labor Code section 2699(*I*), Class
3 Counsel will provide a copy of this Settlement Agreement to the LWDA concurrently with the
4 filing of the motion for Preliminary Approval. Class Counsel will also file a declaration in
5 support of the motion for Preliminary Approval confirming that they have submitted the
6 Settlement Agreement to the LWDA in compliance with California Labor Code section 2699(*I*).
7 The Parties intend to and believe that the notice pursuant to the procedures described in this
8 Paragraph complies with the requirements of PAGA, and the Parties will request that the Court
9 adjudicate the validity of the notice to the LWDA in the motion for final approval of the
10 Settlement.

11 3.6.4 Employee List. No more than fifteen (15) calendar days after entry of the
12 Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the
13 Employee List for purposes of mailing the Notice of Settlement to Class Members. Because
14 employees' sensitive personal information is included in the Employee List, the Settlement
15 Administrator shall maintain the Employee List securely in accordance with the Information
16 Security and Services Agreement attached hereto as **Exhibit D**. Access to such Employee List
17 shall be limited to employees of the Settlement Administrator with a need to use the Employee
18 List for administration of the Settlement.

19 3.6.5 Notice By First Class U.S. Mail. Upon receipt of the Employee List, the
20 Settlement Administrator will conduct a national change of address search and a skip trace for the
21 most current address of all former employee Class Members and PAGA Affected Employees and
22 will update such former employees' addresses as necessary. Twenty-one (21) calendar days after
23 receipt of the Employee List, the Settlement Administrator shall mail the Notice of Settlement to
24 all Class Members by First Class U.S. Mail. The address identified by the Settlement
25 Administrator as the current mailing address shall be presumed to be the best mailing address for
26 each Class Member.

27 3.6.6 Undeliverable Notices. Any Notice of Settlement returned to the
28 Settlement Administrator as non-deliverable shall be re-mailed to the forwarding address affixed

1 thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable
2 efforts to obtain an updated mailing address. If an updated address is identified, the Settlement
3 Administrator shall resend the Notice of Settlement to the Class Member within seven (7)
4 calendar days of the date of the return of the Notice of Settlement. The remailing of a Class
5 Member's Notice of Settlement shall extend the Response Deadline for that Class Member by
6 fourteen (14) days. If, for any reason, a Class Member's individual's Notice of Settlement is non-
7 deliverable, the Settlement Administrator will not mail such individual's Class Member Payment
8 or PAGA Affected Employee Payment, if any. Rather, the Settlement Administrator will hold
9 such payment(s) until the Void Date, at which time the funds shall be delivered to the State of
10 California Controller's Office, Unclaimed Property Fund, pursuant to Paragraph 3.7.9.

11 3.6.7 Notice Satisfies Due Process. Compliance with the notice procedures
12 specified in this Settlement Agreement shall constitute due and sufficient notice to Class
13 Members of this Settlement and shall satisfy the requirements of due process. Nothing else shall
14 be required of, or done by, the Parties, Class Counsel, Defense Counsel, or the Settlement
15 Administrator to provide notice of the proposed Settlement. In the event the procedures in this
16 Settlement Agreement are followed and the intended recipient of a Notice of Settlement still does
17 not receive the Notice of Settlement, the intended recipient shall remain a Participating Class
18 Member and will be bound by all terms of the Settlement and any Final Approval Order and
19 Judgment entered by the Court upon the Effective Date.

20 3.6.8 Requests For Exclusion.

21 3.6.8.1 Class Members' Requests For Exclusion. The Notice of Settlement
22 shall state that Class Members who wish to exclude themselves from the Class Member Payment
23 portion of the Settlement must submit a written Request for Exclusion to the Settlement
24 Administrator by the Response Deadline. To be valid, the Request for Exclusion must: (a) contain
25 the full name, address, and last four digits of the social security number of the person requesting
26 exclusion; (b) be signed by the person requesting exclusion; and (c) state in substance: "I wish to
27 exclude myself from the Settlement in *Jose Luis Topete Perez v. Production Resource Group,*
28 *L.L.C.*, Superior Court of California, County of Los Angeles, Case No. 20STCV38584." If the

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

17 3.6.8.2 Report of Requests For Exclusion. No later than fourteen (14)
18 calendar days after the Response Deadline, the Settlement Administrator shall provide:
19 (a) Defense Counsel with a complete list of all Class Members who have submitted timely and
20 valid Requests for Exclusion, including their name and social security number; and (b) Class
21 Counsel with a summary report that includes only the number of Requests for Exclusion received
22 by the Settlement Administrator from Class Members.

23 3.6.9 Notices of Objections. Class Members shall be given an opportunity to
24 object to the settlement of the Class Claims by submitting a Notice of Objection; neither Class
25 Members nor PAGA Affected Employees may object to the settlement of the PAGA Claims. The
26 Notice of Settlement shall state that Class Members who wish to object to the Settlement must
27 submit a written Notice of Objection to the Settlement Administrator by the Response Deadline.
28 To be valid, the Notice of Objection must: (a) contain the full name, address and last four digits

1 of the social security number of the Class Member; (b) state the case name and number, *Jose Luis*
2 *Topete Perez v. Production Resource Group, L.L.C.*, Superior Court of California, County of Los
3 Angeles, Case No. 20STCV38584; the basis for the objection; and whether the Class Member
4 intends to appear at the Final Approval Hearing; and (c) be signed by the Class Member. If the
5 Notice of Objection does not contain the information listed in (a)-(c) or is not mailed to the
6 Settlement Administrator by the Response Deadline, it will not be deemed a timely and valid
7 Notice of Objection to this Settlement. The date of the postmark on the service mailing envelope
8 for the Settlement Administrator shall be the exclusive means used to determine whether a Notice
9 of Objection has been timely submitted to the Settlement Administrator. Class Members will have
10 a right to appear at the Final Approval Hearing to have their objections heard by the Court.

11 3.6.10 No Solicitation Of Exclusions Or Objections. The Parties agree to use their
12 best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their
13 counsel seek to solicit or otherwise encourage Class Members to submit a Request for Exclusion
14 from, or a Notice of Objection to, the Settlement or to appeal from the Court's Final Approval
15 Order and Judgment, including through the use of social media or electronic advertisement. Class
16 Counsel shall not represent Class Members with respect to any objections or appeals to this
17 Settlement.

18 3.6.11 Settlement Administrator Declaration In Support Of Final Approval. No
19 fewer than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator
20 shall provide the Parties with a statement detailing the actions taken by the Settlement
21 Administrator to administer the Settlement to date, along with all incurred and anticipated
22 Settlement Administration Costs.

23 3.6.12 Final Approval Hearing. No later than thirty (30) calendar days after the
24 Response Deadline, Plaintiff shall submit the motion for final approval of this Settlement to the
25 Court. The Court shall hold the Final Approval Hearing, where objections, if any, may be heard
26 and the Court shall determine whether the Settlement should be finally approved, and if so, the
27 amounts payable for: (a) Plaintiff's Service Award; (b) the Class Counsel Fees Award; (c) the
28 Class Counsel Costs Award; (d) Settlement Administration Costs; (e) the PAGA LWDA

1 Payment; (f) PAGA Affected Employee Payments; and (g) Class Member Payments.

2 3.6.13 Entry Of Final Approval Order and Judgment. If the Court approves this
3 Settlement at or after the Final Approval Hearing, the Parties shall request that the Court enter a
4 Final Approval Order and Judgment, substantially in the form of **Exhibit C**. After issuing the
5 Final Approval Order and Judgment, the Court shall retain jurisdiction over the Parties to enforce
6 and implement the terms of the Final Approval Order and Judgment.

7 3.7 **Funding And Allocation Of Settlement.**

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

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

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

1 3.7.4 Payment of Class Counsel Fees Award And Class Counsel Costs Award.

2 Within thirty (30) calendar days following the Effective Date, the Settlement Administrator shall
3 distribute from the Settlement Fund Account the Class Counsel Fees Award and Class Counsel
4 Costs Award to Class Counsel. Class Counsel each agree to provide the Settlement Administrator
5 with an executed IRS Form W-9 before the Class Counsel Fees Award and Class Counsel Costs
6 Award are issued. The Settlement Administrator shall issue an IRS Form 1099 to each Class
7 Counsel for the payments made pursuant to this Paragraph. Neither Class Counsel nor any other
8 current or past counsel for Plaintiff shall be permitted to petition the Court for, or to accept, any
9 additional payments for attorneys' fees, costs, interest, or any other amount from Defendant
10 except as specified above. Defendant's payment of the Class Counsel Fees Award and Class
11 Counsel Costs Award shall constitute full satisfaction of the obligation to pay any amounts to any
12 person, attorney, or law firm, including but not limited to attorneys' fees, expenses, or costs in the
13 Action incurred by any other attorney or law firm which any of them may claim to have incurred
14 on behalf of Plaintiff, Class Members, the State of California, and/or PAGA Affected Employees.
15 The Parties further agree that the Class Counsel Fees Award and Class Counsel Costs Award
16 shall be for all attorneys' fees, expenses, and costs, present and future, incurred in the Action by
17 all attorneys working on behalf of the Plaintiff, Class Members, the State of California, and/or
18 PAGA Affected Employees.

19 3.7.5 Payment of Settlement Administration Costs. Within thirty (30) calendar

20 days following the Effective Date, the Settlement Administrator shall pay from the Settlement
21 Fund Account the Court-approved Settlement Administration Costs.

22 3.7.6 Payment of PAGA LWDA Payment. Within thirty (30) calendar days

23 following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund
24 Account a check payable to the LWDA for the PAGA LWDA Payment (*i.e.*, its seventy-five
25 percent (75%) share of the PAGA Distribution Amount).

26 3.7.7 Payment of PAGA Affected Employee Payments. Within thirty (30)

27 calendar days following the Effective Date, the Settlement Administrator shall distribute from the
28 Settlement Fund Account to PAGA Affected Employees their collective twenty-five percent

(25%) share of the PAGA Distribution Amount. One hundred percent (100%) of each PAGA Affected Employee Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law. The Parties make no representations as to the tax treatment or legal effect of the PAGA Affected Employee Payments, and PAGA Affected Employees are not relying on any statement or representation by the Parties in this regard. PAGA Affected Employees will be solely responsible for the payment of any taxes and penalties assessed on the PAGA Affected Employee Payments.

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

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

3.8 Miscellaneous.

3.8.1 No Pending Or Future Lawsuits By Plaintiff. Other than the Action, Plaintiff represents that he does not have any pending lawsuits, administrative complaints, or

1 charges against Defendant or any of the Released Parties in any local, state, or federal court or
2 administrative agency. Plaintiff further acknowledges that all claims raised therein, if any, shall
3 be fully and finally extinguished by virtue of this Settlement Agreement and the Court's Final
4 Approval Order and Judgment (except for any claims that cannot, as a matter of law, be
5 extinguished by this Settlement).

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

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

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

28 ////

1 3.8.5 Headings. The descriptive headings of any paragraphs or sections of this
2 Settlement Agreement are inserted for convenience only and do not constitute a part of this
3 Settlement Agreement.

4 3.8.6 Interim Stay Of Proceedings. The Parties agree to stay all proceedings in
5 the Action, except such proceedings necessary to implement and complete the Settlement,
6 pending the Final Approval Hearing to be conducted by the Court.

7 3.8.7 Amendment Or Modification. This Settlement Agreement may be amended
8 or modified only by a written instrument signed by all Parties or their successors-in-interest.

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

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

26 3.8.10 Binding On Successors And Assigns. This Settlement Agreement shall be
27 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
28 previously defined.

3.8.11 California Law Governs. All terms of this Settlement Agreement and the Exhibits A-D hereto shall be governed by and interpreted according to the laws of the State of 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
Romina Tamiry
Lidman Law, APC
2155 Campus Drive, Suite 150
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

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

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

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

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

Dated: September 9, 2021

By:


José Luis topete Perez (Sep 9, 2021 12:41 PDT)

JOSE LUIS TOPETE PEREZ
PLAINTIFF

1 Dated: September __, 2021

DEFENDANT PRODUCTION RESOURCE
GROUP, L.L.C.

3 By:

4
5
6 Name: Robert Manners
Title: Executive Vice President & General
7 Counsel

8 Dated: September 9, 2021

LIDMAN LAW, APC

10 By:

11 
12 SCOTT M. LIDMAN
Attorney for Plaintiff Jose Luis Topete Perez

13
14 Dated: September 9, 2021

HAINES LAW GROUP, APC

16 By:

17 
18 PAUL HAINES
Attorney for Plaintiff Jose Luis Topete Perez

19
20 Dated: September __, 2021

DLA PIPER LLP (US)

22 By:

23
24 JULIE A. DUNNE

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

1 Dated: September 9, 2021

DEFENDANT PRODUCTION RESOURCE
GROUP, L.L.C.

By:



Name: Robert Manners

Title: Executive Vice President & General
Counsel

2
3
4
5
6
7
8 Dated: September __, 2021

LIDMAN LAW, APC

By:

11
12 SCOTT M. LIDMAN

Attorney for Plaintiff Jose Luis Topete Perez

13
14 Dated: September __, 2021

HAINES LAW GROUP, APC

By:

17
18 PAUL HAINES

Attorney for Plaintiff Jose Luis Topete Perez

19
20 Dated: September 9, 2021

DLA PIPER LLP (US)

By:



23
24 JULIE A. DUNNE

Attorney for Defendant

Production Resource Group, L.L.C.

EXHIBIT A

NOTICE OF PENDENCY OF A CLASS ACTION SETTLEMENT

To all current and former employees of Production Resource Group, L.L.C. (“**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.”.

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHT TO MONEY IN CONNECTION WITH THE SETTLEMENT OF A CLASS ACTION LAWSUIT.

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. 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 PRG’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 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 Action by the Plaintiff on behalf of himself and/or the Class Members based on the facts alleged in Plaintiff’s July 16, 2020 notice letter to the LWDA and/or in support of 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 Action are unlawful; (c) injunctive relief to halt any wage statement practices alleged in the Action 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 Action 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 PRG’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 PRG’s funding of the Gross Settlement Amount, Plaintiff – on behalf of himself, the State of California and all PAGA Affected Employees and Participating Class Members – will fully and irrevocably release the Released Parties from the PAGA Claims 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 Action 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 Action are unlawful; (c) injunctive relief to halt any rest period practices alleged in the Action 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 Action 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 PRG’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], 2021 (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. **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 in substance: “I wish to exclude myself from the Settlement in *Jose Luis Topete Perez v. Production Resource Group, L.L.C.*, Superior Court of California, County of Los Angeles, Case No. 20STCV38584.”

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] : [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://www.lacourt.org>). 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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**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS
SETTLEMENT OR THE SETTLEMENT PROCESS.**

By Order of the Court

Dated: , 2021.

EXHIBIT B

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

DLA PIPER LLP (US)

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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 October 4, 2021, 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 Settlement Agreement, which is attached as **Exhibit 1** to the Declaration of Scott M. Lidman in
12 support of Plaintiff's motion for preliminary approval.

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

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

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

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

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

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

28 5. For the purposes of this Settlement only, named Plaintiff Jose Luis Topete Perez is

1 hereby preliminarily appointed and designated, for all purposes, as the representative for the Class.

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

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

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

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

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

27 11. For the purposes of this Settlement only, the Court hereby preliminarily approves a
28 payment of a Class Counsel Fees Award not to exceed one-third of the Gross Settlement Amount

1 (estimated to be Sixty-Six Thousand Six Hundred Dollars and Sixty-Six Cents (\$66,666.66),
2 unless the Gross Settlement Amount is increased pursuant to Paragraph 3.5.1.1 of the Settlement
3 Agreement). The amount paid for the Class Counsel Fees Award shall be for all claims for
4 attorneys' fees past, present, and future incurred in the investigation, litigation, and resolution of
5 the Action. Neither Class Counsel, nor any other counsel, shall be permitted to petition the Court,
6 or to accept any payments, for fees relating to the investigation, litigation, and/or resolution of the
7 Action other than the Class Counsel Fees Award. The Court will decide the final amount and
8 allocation of the Class Counsel Fees Award at the Final Approval Hearing.

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

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

22 14. For the purposes of this Settlement only, the Court hereby preliminarily approves
23 the PAGA Distribution Amount as fair, reasonable, and adequate, and as providing genuine and
24 meaningful relief that is consistent with PAGA's underlying purpose of benefitting the public. The
25 Settlement Agreement provides that the PAGA Distribution Amount, which is Twenty-Thousand
26 Dollars and Zero Cents (\$20,000.00) (unless the Gross Settlement Amount is increased pursuant to
27 Paragraph 3.5.1.1 of the Settlement Agreement), shall be allocated as follows: (a) seventy-five
28 percent (75%) as a PAGA LWDA Payment to the LWDA; and (b) twenty-five percent (25%) as a

1 PAGA Affected Employee Payment to all PAGA Affected Employees. The PAGA Distribution
2 Amount shall resolve all claims for civil penalties under the PAGA for the PAGA Claims alleged
3 in the Action. The Settlement Agreement provides that the PAGA Affected Employee Payment
4 shall be distributed to PAGA Affected Employees on a *pro rata* basis based on the number of pay
5 periods he or she worked for Defendant in California during the PAGA Period. The Court will
6 decide the final PAGA Distribution Amount at the Final Approval Hearing.

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

18 16. The Court finds that the form and content of the proposed Notice of Settlement
19 attached to the Settlement Agreement as **Exhibit A** fairly and adequately advises Class Members
20 of the terms of the proposed Settlement, of the preliminary approval of the proposed Settlement, of
21 their right to receive their share of the Gross Settlement Amount, of the scope and effect of the
22 releases contained in the Settlement, of their rights and obligations relating to opting out of or
23 objecting to the Settlement, of the date of the Final Approval Hearing, and of their right to appear
24 at the Final Approval Hearing. Thus, the Court finds that the Notice of Settlement comports with
25 all constitutional requirements, including those of due process. The Court further finds that the
26 mailing of the Notice of Settlement to Class Members as specifically described within the
27 Settlement Agreement, with measures taken for verification of addresses, as set forth therein,
28 constitutes an effective method of providing notice of this Settlement.

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

3 18. The Court understands that the Settlement includes a release of Class Claims. The
4 Settlement Agreement provides that Plaintiff – on behalf of himself and Participating Class
5 Members – will fully and irrevocably release the Released Parties from any and all of the Released
6 Class Claims, as defined in the Settlement Agreement. Participating Class Members will release
7 such Released Class Claims for the Class Period, *i.e.*, from April 6, 2019 through and including
8 August 20, 2020. Participating Class Members may discover facts in addition to or different from
9 those they now know or believe to be true with respect to the subject matter of the Released Class
10 Claims but, upon Defendant’s funding of the Gross Settlement Amount, shall be deemed to have,
11 and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever
12 settled and released any and all of the Released Class Claims. In light of the consideration
13 provided under the Settlement, the Court makes a preliminary finding that the release of the
14 Released Class Claims is fair, reasonable, and adequate.

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

28 20. No later than fifteen (15) calendar days after the date of this Preliminary Approval

1 Order, Defendant shall provide the Settlement Administrator with the Employee List, which shall
2 include, for each Class Member and PAGA Affected Employee: full name, last known address,
3 last known telephone number, social security number, whether the employee is currently employed
4 by Defendant, whether the employee is a Class Member, whether the employee is a PAGA
5 Affected Employee, the number of pay periods worked for Defendant in California during the
6 Class Period, and the number of pay periods worked for Defendant in California during the PAGA
7 Period (all according to Defendant's business records).

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

11 22. Class Members shall be given an opportunity to object to the settlement of the
12 Class Claims by submitting a Notice of Objection; neither Class Members nor PAGA Affected
13 Employees may object to the settlement of the PAGA Claims. No later than the Response
14 Deadline, which is sixty (60) calendar days after the Settlement Administrator mails the Notice of
15 Settlement (or fourteen (14) calendar days after the Settlement Administrator remails a Class
16 Member's Notice of Settlement, as applicable), any Class Member requesting exclusion from the
17 class action aspects of the Settlement must submit his/her Request for Exclusion by mail to the
18 Settlement Administrator. To be valid, the Request for Exclusion must: (a) contain the full name,
19 address, and last four digits of the social security number of the person requesting exclusion; (b)
20 be signed by the person requesting exclusion; and (c) state in substance: "I wish to exclude myself
21 from the Settlement in *Jose Luis Topete Perez v. Production Resource Group, L.L.C.*, Superior
22 Court of California, County of Los Angeles, Case No. 20STCV38584." If the Request for
23 Exclusion does not contain the information listed in (a)-(c) or is not postmarked by the Response
24 Deadline and returned to the Settlement Administrator at the specified address, it will not be
25 deemed a timely and valid Request for Exclusion. The date of the postmark on the return mailing
26 envelope shall be the exclusive means used to determine whether a Request for Exclusion has been
27 timely submitted. Any Class Member who submits a timely and valid Request for Exclusion will
28 not have any right to object to, appeal, or comment on the Settlement. Class Members who do not

1 submit a timely and valid Request for Exclusion on or before the Response Deadline shall be
2 deemed Participating Class Members and will be bound by all terms of the Settlement and the
3 Final Approval Order and Judgment entered in this Action. Under no circumstances will a Class
4 Member who has submitted a timely and valid Request for Exclusion be considered to have opted
5 out of the PAGA Distribution Amount portion of the Settlement or the Released PAGA Claims.

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

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

24 25. This Settlement is not a concession or admission and shall not be used against
25 Defendant or any of the Released Parties as an admission of liability with respect to the Class
26 Claims or PAGA Claims. Whether or not the Settlement is finally approved, neither the
27 Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor any
28 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	Actual Date ¹
Defendant to provide Employee List to Settlement Administrator	15 calendar days after issuance of the Preliminary Approval Order	October 19, 2021
Settlement Administrator to mail Notice of Settlement to Class Members	21 calendar days after receiving Employee List from Defendant	November 9, 2021
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	January 8, 2022
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	16 court days before Final Approval Hearing	_____, 2022
Final Approval Hearing:	_____, 2022	

¹ These dates are based on the Court granting preliminary approval at the hearing, currently noticed for October 4, 2021.

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

IT IS SO ORDERED.

DATED: _____, 2021

Hon. Judge Maren Nelson
Judge of the California Superior Court

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 _____, 2021
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(I). 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, Milan Moore,
22 and Romina Tamiry of Lidman Law, APC, and Paul K. Haines of the Haines Law Group, APC,
23 as Class Counsel for the Class Members. Further, the Court finally approves the payment of the
24 Class 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") 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 Action by the Plaintiff on behalf of himself, the State of California, and/or PAGA Affected
16 Employees based on the facts alleged in and/or in support of Plaintiff's second cause of action
17 alleging a PAGA claim for alleged violation of California Labor Code sections 226.7 and 516 and
18 the applicable Industrial Welfare Commission ("IWC") Wage Order, including but not limited to
19 claims for: (a) civil penalties pursuant to PAGA for failure to provide rest periods or
20 compensation in lieu thereof in violation of California Labor Code sections 226.7 and 516 and the
21 applicable IWC Wage Order; (b) declaratory relief to determine whether the rest period practices
22 alleged in the Action are unlawful; (c) injunctive relief to halt any rest period practices alleged in
23 the Action to be unlawful; (d) attorneys' fees and costs incurred to prosecute the Action on behalf
24 of the State of California and PAGA Affected Employees, including but not limited to fees
25 incurred for the services of Class Counsel or any other counsel; and (e) any other derivative
26 remedies, penalties, and interest available under the law based on the facts alleged in the Action
27 with respect to Plaintiff's rest period allegations, including but not limited to California Labor
28 Code sections 204, 210, 226.7, 516, 558, and 1174 and the applicable IWC Wage Order. "PAGA

1 Claims” also includes all claims that Plaintiff, the State of California, and/or PAGA Affected
2 Employees may have against the Released Parties relating to: (a) the payment, taxation, and
3 allocation of attorneys’ fees and costs to Class Counsel pursuant to this Settlement Agreement;
4 (b) the payment, taxation, and allocation of Plaintiff’s Service Award pursuant to this Settlement
5 Agreement; and (c) the payment, taxation, and allocation of payments to PAGA Affected
6 Employees (“PAGA Claims”). All PAGA Claims are released for the PAGA Period, which is
7 defined as July 16, 2019 through and including April 1, 2021. Plaintiff, the State of California,
8 and PAGA Affected Employees may discover facts in addition to or different from those they
9 now know or believe to be true with respect to the subject matter of the Released PAGA Claims,
10 but upon Defendant’s funding of the Gross Settlement Amount, shall be deemed to have, and by
11 operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled
12 and released any and all of the PAGA Claims. Plaintiff, the State of California, and all PAGA
13 Affected Employees, as of Defendant’s funding of the Gross Settlement Amount, are hereby
14 forever barred and enjoined from prosecuting the PAGA Claims against the Released Parties.

15 10. As of Defendant’s funding of the Gross Settlement Amount, Plaintiff and each of
16 the Participating Class Members shall be deemed to have released the Released Parties from any
17 and all claims, rights, demands, liabilities, and causes of action of every nature and description,
18 whether known or unknown, for wages, benefits, and related penalties that arose during the Class
19 Period and were actually asserted or that could have been asserted in the Action by the Plaintiff
20 on behalf of himself and/or the Class Members based on the facts alleged in and/or in support of
21 Plaintiff’s first cause of action alleging a class claim for alleged violation of California Labor
22 Code section 226, including but not limited to claims for: (a) statutory penalties, civil penalties,
23 and damages for failure to timely provide accurate, itemized wage statements in violation of
24 California Labor Code section 226; (b) declaratory relief to determine whether the wage
25 statement practices alleged in the Action are unlawful; (c) injunctive relief to halt any wage
26 statement practices alleged in the Action to be unlawful; (d) restitution and an order requiring
27 Defendant to restore and disgorge funds to each Class Member acquired by means of any act or
28 practice relating to wage statements alleged in the Action to be unlawful; (e) attorneys’ fees and

1 costs incurred to prosecute the Action on behalf of Class Members, including but not limited to
2 fees incurred for the services of Class Counsel or any other counsel; and (f) any other derivative
3 remedies, penalties, and interest available under the law based on the facts alleged in the Action
4 with respect to Plaintiff's wage statement allegations, including but not limited to California
5 Labor Code section 226 and the applicable IWC Wage Order. "Class Claims" also includes all
6 claims that Plaintiff and/or Class Members may have against the Released Parties relating to:
7 (a) the payment, taxation, and allocation of attorneys' fees and costs to Class Counsel pursuant to
8 this Settlement Agreement; (b) the payment, taxation, and allocation of Plaintiff's Service Award
9 pursuant to this Settlement Agreement; and (c) the payment, taxation, and allocation of payments
10 to Class Members ("Class Claims"). All Class Claims are released for the Class Period, which is
11 defined as April 6, 2019 through and including August 20, 2020. Plaintiff and Participating Class
12 Members may discover facts in addition to or different from those they now know or believe to be
13 true with respect to the subject matter of the Released Class Claims, but upon Defendant's
14 funding of the Gross Settlement Amount, shall be deemed to have, and by operation of the Final
15 Approval Order and Judgment shall have, fully, finally, and forever settled and released any and
16 all of the Class Claims. All Participating Class Members, as of Defendant's funding of the Gross
17 Settlement Amount, are hereby forever barred and enjoined from prosecuting the Released Class
18 Claims against the Released Parties.

19 11. The terms of the Settlement Agreement, and this Final Approval Order and
20 Judgment, are binding on Plaintiff, the State of California, Participating Class Members, and the
21 PAGA Affected Employees, as well as their heirs, executors, administrators, successors, and
22 assigns, and those terms shall have *res judicata* and other preclusive effect in all pending and
23 future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to
24 the extent those claims, lawsuits or other proceedings fall within the scope of Class
25 Claims and/or PAGA Claims as set forth in the Settlement Agreement.

26 12. In consideration for the promises and payments set forth in the Settlement
27 Agreement, to which Plaintiff is otherwise not entitled, Plaintiff agreed to completely,
28 irrevocably, unconditionally, and generally release the Released Parties from any and all charges,

1 complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises,
2 damages, and liabilities of any kind or nature whatsoever, both at law and equity, known or
3 unknown, suspected or unsuspected, arising from conduct occurring on or before the date of
4 Plaintiff's execution of the Settlement Agreement, related to the Plaintiff's employment with
5 Defendant and/or the Action, including but not limited to any rights or claims arising under the
6 California Constitution; the California Labor Code; the California Business & Professions Code;
7 the California Code of Regulations; the California Fair Employment and Housing Act; the Fair
8 Labor Standards Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities
9 Act; federal and state family leave statutes; and any and all other federal, state, and local laws,
10 statutes, executive orders, regulations, and common law, including contract, employment, and tort
11 law. This Complete and General Release includes a 1542 Waiver, as defined in the Settlement
12 Agreement. Plaintiff may discover facts in addition to or different from those he now knows or
13 believes to be true with respect to the subject matter of the Complete and General Release, 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 claims covered by the Complete and General Release as of the
17 date of Plaintiff's execution of the Settlement Agreement. Plaintiff agrees and understands that
18 Defendant and Plaintiff have had a bona fide dispute regarding, inter alia, wages owed.

19 13. Neither this Final Approval Order and Judgment, the Settlement Agreement, nor
20 any document referred to herein, nor any action taken to carry out the Settlement Agreement is,
21 may be construed as, or may be used as an admission by or against Defendant or any of the other
22 Released Parties of any fault, wrongdoing, or liability whatsoever. Nor is this Final Approval
23 Order and Judgment a finding of the validity of any of the Class Claims of PAGA Claims in the
24 Action or of any wrongdoing by Defendant or any of the other Released Parties. The entering into
25 or carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto,
26 shall not in any event be construed as, or deemed to be evidence of, an admission or concession
27 with regard to the denials or defenses by Defendant or any of the other Released Parties and shall
28 not be offered in evidence against Defendant or any of the Released Parties in any action or

1 proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other
2 than to enforce the provisions of this Final Approval Order and Judgment, the Settlement
3 Agreement, or any related agreement or release. Notwithstanding these restrictions, any of the
4 Released Parties may file in the Action or in any other proceeding this Final Approval Order and
5 Judgment, the Settlement Agreement, or any other papers and records on file in the Action as
6 evidence of the Settlement and to support a defense of *res judicata*, collateral estoppel, release,
7 waiver, or other theory of claim preclusion, issue preclusion, or similar defense.

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

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

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

21 17. The Settlement Administrator shall file a declaration regarding the disbursement of
22 Settlement funds on or before , 2022.

23 18. A compliance hearing is set for , 2022 at .

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

3 **IT IS SO ORDERED.**

4
5 DATED: _____, 2022

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7 _____
8 Hon. Judge Maren Nelson
9 Judge of the California Superior Court
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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.*

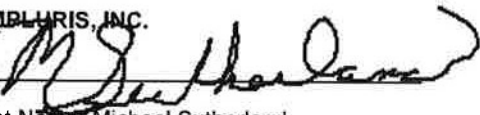
Settlement Administrator will defend, indemnify, and hold harmless **PRG** and its officers, directors, employees, attorneys, agents, successors, and permitted assigns from and against any and all **Claims** arising out of or related to the breach of any obligations under this **Agreement** by **Settlement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

EXHIBIT 2

EXHIBIT 2

Julie Dunne (Bar No. CA-160544)
julie.dunne@us.dlapiper.com
Matthew Riley (Bar No. CA-257643)
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Tel: 619.699.2700
Fax: 619.699.2701

Attorneys for Defendant
PRODUCTION RESOURCE GROUP L.L.C.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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:
HON. MAREN NELSON, Dept. 17

**DECLARATION OF AUDREY
COLOTTI**

Complaint Filed: October 7, 2020

1 I, Audrey Colotti, declare:

2 1. I am, and since September 2019 have been, employed by Production Resource
3 Group, L.L.C. ("PRG") as the Payroll Manager. I have been employed by PRG since 2005, and
4 from that time until September 2019, I was the Payroll Supervisor. I have personal knowledge of
5 the facts set forth herein and, if called as a witness, I could and would competently testify thereto.

6 2. As the Payroll Manager, my job duties include supervising and processing payroll
7 for PRG employees, including employees in California. In my role I also have access to and am
8 familiar with PRG's payroll records.

9 3. PRG's payroll records reflect that during the period of April 6, 2019 through August
10 7, 2020, approximately 808 employees (exempt and non-exempt) worked for PRG in California,
11 and that these employees worked approximately 17,587 bi-weekly pay periods.

12 4. PRG's payroll records also reflect that during the period of July 16, 2019 through
13 April 1, 2021, approximately 460 non-exempt employees worked for PRG in California, and that
14 these employees worked approximately 8,077 bi-weekly pay periods.

15 I declare under penalty of perjury under the laws of the State of California that the above is
16 true and correct. Executed on September 9, 2021 at New Windsor, New York.

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Audrey Colotti

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