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MICHAEL PEARSON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

West Brands, LLC, a Delaware limited liability
company; Very Good Touring, Inc., a
California corporation; Kanye West, an
individual; AJR Films Inc., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

**STIPULATION OF CLASS ACTION
AND PRIVATE ATTORNEY GENERAL
SETTLEMENT**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Michael Pearson (“Plaintiff”) on the one hand, and defendants West Brands, LLC (“West Brands”), Very Good Touring, Inc. (“VGT”), Ye (formally known as Kanye West) (West Brands, VGT, and Ye are collectively the “Ye Defendants”) and AJR Films Inc. (“AJR”) (the Ye Defendants and AJR are collectively “Defendants”) on the other. This Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the action captioned *Michael Pearson v. West Brands, LLC, Very Good Touring, Inc., Kanye West, AJR Films Inc., et al.* originally filed in the Superior Court for the County of Los Angeles on August 20, 2020, as Case No. 20STCV31684 and removed to the United States District Court, Central District of California on June 21, 2021, Case No. 2:21-cv-05022-GW-KS where it is currently pending.

1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” means any and all individuals who worked as performers, vocalists, dancers, or other extras in preparation for and during the Nebuchadnezzar concert in Los Angeles, California, at any time from November 23, 2019, to November 24, 2019.

1.5 “Class” means any and all individuals who worked as performers, vocalists, dancers, or other extras in preparation for and during the Nebuchadnezzar concert in Los Angeles, California, at any time from November 23, 2019, to November 24, 2019.

1.6 “Class Counsel” means collectively Frank Kim of Kim Legal, APC, Helen

Kim of Helen Kim Law, APC, and Dara Tabesh of EcoTech Law Group, P.C.

1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8 “Class Data” means Class Member identifying information including each Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (all Class Members are also Aggrieved Employees).

1.10 “Class Member Address Search” means the Administrator’s investigation and search for Class Members’ current mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from November 23, 2019, through January 31, 2020.

1.13 “Class Representative” means Plaintiff.

1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

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

1.16 “AJR” means defendant AJR Films Inc.

1.17 “AJR’s Counsel” means Engelman Law, APC.

1.18 “Ye Defendants” means defendants West Brands, LLC, Very Good Touring, Inc., Ye (formally known as Kanye West).

1.19 “Ye Defendants’ Counsel” means Meservy Law, P.C. and Morello Law, P.C.

1.20 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.21 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.22 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.23 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.24 “Gross Settlement Amount” means One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) which is the total amount the Ye Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay the: Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administrator’s Expenses.

- 1.25 “Individual Class Payment” means each Participating Class Member’s pro rata share of the Net Settlement Amount for the one Workweek each Class Member worked during the Class Period.
- 1.26 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties for the one PAGA Pay Period each Aggrieved Employee worked during the PAGA Period.
- 1.27 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.28 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.29 “LWDA PAGA Payment” means 75% of the allocation for PAGA Penalties to be paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.30 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.31 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.32 “Operative Complaint” means the first amended complaint Plaintiff filed in the Action on or about March 29, 2021.
- 1.33 “PAGA Pay Period” means the single Pay Period during the PAGA Period in which an Aggrieved Employee worked as a performer, vocalist, dancers, or other extras during the Nebuchadnezzar concert in Los Angeles, California, at any time from November 23, 2019, to November 24, 2019.
- 1.34 “PAGA Period” means the period from November 23, 2019 through January

1 31, 2020.

2 1.35 "PAGA" means the California Labor Code Private Attorneys General Act
3 (Labor Code §§ 2698., *et seq.*).

4 1.36 "PAGA Notice" means Plaintiff's August 31, 2020, and November 24, 2020,
5 exhaustion letters to Defendants and the LWDA providing notice under
6 Labor Code section 2699.3, subd.(a).

7 1.37 "PAGA Penalties" means \$200,000.00 which is the total amount of PAGA
8 civil penalties to be paid from the Gross Settlement Amount, allocated 25%
9 to the Aggrieved Employees (\$50,000.00) and the 75% to LWDA
10 (\$150,000.00) in settlement of the PAGA claims.

11 1.38 "Participating Class Member" means a Class Member who does not submit
12 a valid and timely Request for Exclusion from the Settlement.

13 1.39 "Plaintiff" means Plaintiff Michael Pearson, the named plaintiff in the
14 Action.

15 1.40 "Preliminary Approval" means the Court's Order Granting Preliminary
16 Approval of the Settlement.

17 1.41 "Preliminary Approval Order" means the proposed Order Granting
18 Preliminary Approval of the Settlement.

19 1.42 "Released Class Claims" means the claims being released as described in
20 Paragraph 6.2 below.

21 1.43 "Released PAGA Claims" means the claims being released as described in
22 Paragraph 6.3 below.

23 1.44 "Released Parties" means: (1) the Ye Defendants and all of their present,
24 future and former parent companies, subsidiaries, divisions, concepts,
25 related or affiliated companies, owners, members, shareholders, officers,
26 directors, employees, partners, agents, predecessors, and any other
27 successors, heirs, respective former and present spouses, assigns, or legal
28 representatives, insurers, co-insurers, reinsurers, attorneys, accountants,

auditors, advisors, representatives, consultants and their related companies, and any other individual or entity which could be liable to any Class Member for any of the Released Class Claims and/or Aggrieved Employees for any of the Released PAGA Claims; and (2) AJR and all of its present, future and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, owners, members, shareholders, officers, directors, employees, partners, agents, predecessors, and any other successors, heirs, assigns, or legal representatives, insurers, co-insurers, reinsurers, attorneys, accountants, auditors, advisors, representatives, consultants and their related companies, and any other individual or entity which could be liable to any Class Member for any of the Released Class Claims and/or Aggrieved Employees for any of the Released PAGA Claims.

1.45 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.46 "Response Deadline" means sixty (60) days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator at any time within 14 days of the Response Deadline shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.47 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.48 “Workweek” means the single week during the Class Period in which a Class Member worked as a performer, vocalist, dancer, or other extra in preparation for and during the Nebuchadnezzar concert in Los Angeles,

California, at any time from November 23, 2019, to November 24, 2019.

2. RECITALS

2.1 On August 20, 2020, Plaintiff filed a putative class action against West Brands, AJR Films, and others in the Action alleging causes of action for: failure to pay earned wages; failure to provide meal breaks; failure to provide rest breaks; failure to pay overtime wages; waiting time penalties; failure to provide itemized wage statements; and unlawful and unfair business practices.

2.2 On August 31, 2020, Plaintiff submitted a letter to the LWDA attempting to meet the PAGA's exhaustion requirements to bring a PAGA representative action against West Brands, AJR Films, and others alleging violation of Labor Code sections 201-204, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1194, 1197.1, 1198 and the applicable IWC Wage Order.

2.3 On November 24, 2020, Plaintiff submitted an amended PAGA exhaustion letter to the LWDA attempting to add Ye (as an alter ego of West Brands), Angel J. Rosa (as an alter ego of AJR Films) and others to Plaintiff's alleged PAGA representative action claims and adding an alleged violation of Labor Code section 2810.5.

2.4 On March 29, 2021, Plaintiff filed a first amended complaint ("FAC") adding VGT and Ye as defendants and adding a representative cause of action under PAGA for alleged violations of Labor Code §§ 201-204, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1194, 1197.1, 1198 and the applicable IWC Wage Order.

2.5 On June 21, 2021, the Action was removed to the U.S. District Court for the Central District of California under federal Class Action Fairness Act.

2.6 Defendants deny all allegations contained in Plaintiff's PAGA exhaustion letters and the complaint and first amended complaint filed in the Action.

2.7 On October 23, 2023, the Parties and their counsel participated in a full-day

mediation before Jason Marsili, Esq. The Parties were unable to reach an agreement during the mediation. After the mediation concluded, the mediator made a mediator's proposal that all Parties ultimately accepted. The Parties then drafted this Agreement based on the terms of the accepted mediator's proposal.

2.8 Prior to and/or during the mediation, the Parties exchanged extensive documents, class data, PAGA data, and legal argument. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

2.9 No motion for class certification has been presented in any court as of the date of this Agreement.

2.10 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting class claims that will be extinguished or affected by the Settlement. This Settlement resolves all outstanding claims for civil penalties brought against Defendants under PAGA by any and all individuals who worked as performers, vocalists, dancers, or other extras in preparation for and during the Nebuchadnezzar concert in Los Angeles, California, at any time from November 23, 2019, to November 24, 2019.

3. MONETARY TERMS

3.1 Gross Settlement Amount. The Ye Defendants shall pay One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) and no more as the Gross Settlement Amount and will separately pay all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any related employer payroll taxes) prior to the deadlines set forth in this Agreement. The

1 Administrator will disburse the entire Gross Settlement Amount without
2 asking or requiring Participating Class Members or Aggrieved Employees to
3 submit any claim as a condition of payment. None of the Gross Settlement
4 Amount will revert to Defendants.

5 3.2 Payments from the Gross Settlement Amount. The Administrator will make
6 and deduct the following payments from the Gross Settlement Amount, in
7 the amounts specified by the Court in the Final Approval:

8 3.2.1 To Plaintiff: A Class Representative Services Payment to the Class
9 Representative of not more than \$7,500.00 in addition to any
10 Individual Class Payment and any Individual PAGA Payment the
11 Class Representative is entitled to receive as a Participating Class
12 Member. Defendants will not oppose Plaintiff's request for a Class
13 Representative Service Payment that does not exceed this amount.
14 As part of the motion for Class Counsel Fees Payment and Class
15 Litigation Expense Payment, Plaintiff will seek Court approval for
16 any Class Representative Service Payment no later than 16 court days
17 prior to the Final Approval Hearing. If the Court approves a Class
18 Representative Service Payment less than the amount requested, the
19 Administrator will allocate the remainder to the Net Settlement
20 Amount. The Administrator will pay the Class Representative
21 Service Payment using IRS Form 1099. Plaintiff assumes full
22 responsibility and liability for any taxes owed on the Class
23 Representative Service Payment.

24 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than
25 35%, which is currently estimated to be \$472,500.00 and a Class
26 Counsel Litigation Expenses Payment for all actual costs incurred in
27 prosecuting the Action of not more than \$25,000.00. Defendants will
28 not oppose requests for these payments provided that they do not

1 exceed these amounts. Plaintiff and/or Class Counsel will file a
2 motion for Class Counsel Fees Payment and Class Litigation
3 Expenses Payment no later than 16 court days prior to the Final
4 Approval Hearing. If the Court approves a Class Counsel Fees
5 Payment and/or a Class Counsel Litigation Expenses Payment less
6 than the amounts requested, the Administrator will allocate the
7 remainder to the Net Settlement Amount. The Released Parties shall
8 have no liability to Class Counsel or any other plaintiff's counsel
9 arising from any claim to any portion any Class Counsel Fee Payment
10 and/or Class Counsel Litigation Expenses Payment. The
11 Administrator will pay the Class Counsel Fees Payment and Class
12 Counsel Expenses Payment using one or more IRS 1099 Forms.
13 Class Counsel assumes full responsibility and liability for taxes owed
14 on the Class Counsel Fees Payment and the Class Counsel Litigation
15 Expenses Payment and holds Defendants harmless, and indemnifies
16 Defendants, from any dispute or controversy regarding any division
17 or sharing of any of these payments.

18 3.2.3 To the Administrator: An Administrator Expenses Payment not to
19 exceed \$12,000.00 except for a showing of good cause and as
20 approved by the Court. To the extent the Administration Expenses
21 are less or the Court approves payment less than \$12,000.00, the
22 Administrator will allocate the remainder in the Net Settlement
23 Amount.

24 3.2.4 To Each Participating Class Member: An Individual Class Payment
25 calculated by (a) dividing the Net Settlement Amount by the total
26 number of Workweeks worked by all Participating Class Members,
27 one each, during the Class Period.

28 3.2.4.1 Tax Allocation of Individual Class Payments. 25% of each

1 Participating Class Member's Individual Class Payment will
2 be allocated to settlement of wage claims (the "Wage
3 Portion"). The Wage Portion is subject to payroll taxes and
4 withholding and will be reported on an IRS Form W-2. The
5 remaining 75% of each Participating Class Member's
6 Individual Class Payment will be allocated to settlement of
7 claims for interest and statutory penalties (the "Non-Wage
8 Portion"). The Non-Wage Portion is not subject to payroll
9 taxes and withholdings and will be reported on an IRS Form
10 1099. Participating Class Members assume full responsibility
11 and liability for any employee-side taxes on their Individual
12 Class Payments.

13 3.2.4.2 Effect of Non-Participating Class Members on Calculation of
14 Individual Class Payments. Non-Participating Class
15 Members will not receive any Individual Class Payments.
16 The Administrator will allocate amounts equal to all Non-
17 Participating Class Members' Individual Class Payments in
18 the Net Settlement Amount for distribution to Participating
19 Class Members on a pro rata basis.

20 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the
21 amount of \$200,000.00 to be allocated: 25% (\$50,000.00) to
22 Individual PAGA Payments and 75% (\$150,000.00) to the LWDA
23 PAGA Payment.

24 3.2.5.1 The Administrator will calculate each Individual PAGA
25 Payment by (a) dividing the amount of the Aggrieved
26 Employees' 25% share of PAGA Penalties (\$50,000.00) by
27 the total number of PAGA Period Pay Periods worked by all
28 Aggrieved Employees, one each, during the PAGA Period.

3.2.5.2 Tax Allocation of Individual PAGA Payments. 100% of each Aggrieved Employees' Individual PAGA Payment will be allocated to settlement of claims for statutory penalties, will not be subject to payroll taxes and withholdings, and will be reported on an IRS Form 1099. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.3 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4. REMAND TO LOS ANGELES SUPERIOR COURT

Within fourteen (14) days of all Parties executing this Agreement, the Parties shall file a joint stipulation in the United States District Court, Central District of California, Case No. 2:21-cv-05022-GW-KS, to remand the Action to the Los Angeles Superior Court (Case No. 20STCV31684). If the Parties' efforts to remand the Action are unsuccessful, Plaintiff may dismiss the Action without prejudice and refile the Action in Los Angeles Superior Court relating the matter to LASC Case No. 20STCV31684. Should Plaintiff dismiss the Action and refile it, the allegations in Plaintiff's complaint in the new action shall match the allegations in the Operative Complaint, word for word.

5. SETTLEMENT FUNDING AND PAYMENTS

5.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate that at the time the Settlement was reached in October 2023, there were approximately 599 Class Members who collectively worked a total of 599 Workweeks during the Class Period, and approximately 599 of Aggrieved Employees who worked a in a total of 599 PAGA Pay Periods during the PAGA Period.

5.2 Class Data. Not later than 45 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet or other format

1 agreed to between Defendants and the Administrator. To protect Class
2 Members' privacy rights, the Administrator must maintain the Class Data in
3 confidence, use the Class Data only for purposes of this Settlement and for
4 no other purpose, and restrict access to the Class Data to Administrator
5 employees who need access to the Class Data to effect and perform under
6 this Agreement. Defendants have a continuing duty to immediately notify
7 Class Counsel if they discover that the Class Data omitted Class Member
8 identifying information and to provide corrected or updated Class Data to
9 the Administrator as soon as reasonably feasible. Without any extension of
10 the deadline by which Defendants must send the Class Data to the
11 Administrator, the Parties and their counsel will expeditiously use best
12 efforts, in good faith, to reconstruct or otherwise resolve any issues related
13 to missing or omitted Class Data.

14 5.3 Funding of Gross Settlement Amount. The Ye Defendants shall fully fund
15 the Gross Settlement Amount and fund the amounts necessary to fully pay
16 Defendants' share of employer payroll taxes by transmitting the funds to the
17 Administrator no later than 30 days after the Effective Date.

18 5.4 Payments from the Gross Settlement Amount. Within 14 days after the Ye
19 Defendants fund the Gross Settlement Amount, the Administrator will mail
20 checks and/or wire funds where applicable for the: Individual Class
21 Payments; Individual PAGA Payments; LWDA PAGA Payment;
22 Administration Expenses Payment; Class Counsel Fees Payment; Class
23 Counsel Litigation Expenses Payment; and the Class Representative Service
24 Payment.

25 5.4.1 The Administrator will issue checks for the Individual Class
26 Payments and/or Individual PAGA Payments and send them to the
27 Participating Class Members and/or Aggrieved Employees via First
28 Class U.S. Mail, postage prepaid. The face of each check shall

1 prominently state the date (180 days after the date of mailing) when
2 the check will be voided (the "Void Date"). The Administrator will
3 cancel all checks not negotiated by the Void Date. The Administrator
4 will send checks for Individual Settlement Payments to all
5 Participating Class Members (including those for whom Class Notice
6 was returned undelivered). The Administrator will send checks for
7 Individual PAGA Payments to all Aggrieved Employees including
8 Non-Participating Class Members who qualify as Aggrieved
9 Employees (including those for whom Class Notice was returned
10 undelivered). The Administrator may combine payments for the
11 Individual Class Payment and the Individual PAGA Payment into a
12 single check. Before mailing any checks, the Settlement
13 Administrator must update the Participating Class Members' and/or
14 Aggrieved Employees' mailing addresses using the National Change
15 of Address Database.

16 5.4.2 The Administrator must conduct a Class Member Address Search for
17 all other Class Members whose checks are returned undelivered
18 without a USPS forwarding address. Within 7 days of receiving a
19 returned check the Administrator must re-mail checks to the USPS
20 forwarding address provided or to an address ascertained through the
21 Class Member Address Search. The Administrator need not take
22 further steps to deliver checks to Class Members whose re-mailed
23 checks are returned as undelivered. The Administrator shall
24 promptly send a replacement check to any Class Member whose
25 original check was lost or misplaced, requested by the Class Member
26 prior to the Void Date.

27 5.4.3 For any Participating Class Member and/or Aggrieved Employee
28 whose Individual Class Payment check and/or Individual PAGA

1 Payment check is uncashed and cancelled after the Void Date, the
2 Administrator shall transmit the funds represented by such checks to
3 the California Controller's Unclaimed Property Fund in the name of
4 the Participating Class Member and/or Aggrieved Employee thereby
5 leaving no "unpaid residue" subject to the requirements of California
6 Code of Civil Procedure Section 384, subd. (b).

7 5.4.4 The payment of Individual Class Payments and Individual PAGA
8 Payments shall not obligate Defendants to confer any additional
9 benefits or make any additional payments to Participating Class
10 Members (such as 401(k) contributions or bonuses) beyond those
11 specified in this Agreement.

12 **6. RELEASES OF CLAIMS.**

13 As of the Effective Date, Plaintiff, Participating Class Members, Aggrieved Employees, and
14 Class Counsel will release claims against the Released Parties as follows:

15 6.1 Plaintiff's Release. Plaintiff and his respective former and present spouses,
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns
17 generally, release and discharge the Released Parties from all claims, transactions,
18 or occurrences through the date of the execution of this Agreement including, but
19 not limited to: (a) all claims that were, or reasonably could have been, alleged, based
20 on the facts contained in the Operative Complaint filed in the Action; (b) all PAGA
21 claims that were, or reasonably could have been, alleged arising out of the facts
22 contained in the Operative Complaint or Plaintiff's PAGA Notices and released
23 under 6.3, below; and (c) any and all known or unknown claims of any nature
24 Plaintiff has, jointly or individually, against Defendants and the Released Parties as
25 of the date the Court grants preliminary approval of this Settlement ("Plaintiff's
26 Release"). Plaintiff acknowledges he may discover facts or law different from, or
27 in addition to, the facts or law that Plaintiffs now know or believe to be true but
28 agree, nonetheless, that Plaintiff's Release shall be and remain effective in all

1 respects, notwithstanding such different or additional facts or Plaintiff's discovery
2 of them.

3 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
4 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes
5 the provisions, rights, and benefits, if any, of section 1542 of the California
6 Civil Code, which reads:

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

13 6.2 Release by Participating Class Members: All Participating Class Members, on
14 behalf of themselves and their respective former and present representatives, agents,
15 attorneys, heirs, administrators, successors, assigns, release Released Parties from:
16 all claims that were alleged, or reasonably could have been alleged, arising out of
17 the facts stated in the Operative Complaint including, but not limited to, any and all
18 claims involving any (a) alleged failure to pay wages, including contractual,
19 minimum wage, overtime wages, double-time wages, and split shift wages; (b)
20 failure to provide compliant, off-duty meal periods, and failure pay any or correct
21 extra compensation owed for failure to provide compliant, off-duty meal periods;
22 (c) failure to provide compliant, off-duty rest breaks, and failure to pay any or
23 correct extra compensation owed for failure to provide complaint, off-duty rest
24 breaks; (d) failure to reimburse for business expenses; (e) failure to provide timely,
25 accurate, and compliant itemized wage statements; (f) failure to keep accurate
26 records regarding wages or hours worked; (g) failure to timely pay wages during
27 employment; (h) failure to timely pay wages on termination of employment; (i)
28 claims for or derivative of misclassification as an independent contractor; (j) clams

1 for restitution, disgorgement, damages expenses, attorneys fees, costs, statutory or
2 civil penalties pursuant to or arising from violation of any of the following:
3 California Labor §§ 201, 202, 203, 204, 210, 216, 218.5, 222, 223, 225.5, 226,
4 226.2, 226.3, 226.7, 226.8, 256, 432.5, 510, 512, 558, 558.1, 1174, 1174.5, 1194,
5 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2698-2699.6, 2775, 2802, 2804, 2810.5,
6 3353, the applicable Industrial Welfare Commission Wage Order(s), California
7 Civil Code § 1786, 15 U.S.C. § 1681; (k) claims for unfair competition and unfair
8 business practices, including for violation of California Business Code §§ 17200, et
9 seq.; and (l) claims for injunctive relief, declaratory relief, interest, attorneys fees,
10 or costs for any of the foregoing alleged violations during the Class Period. Except
11 as set forth in Section 5.1 with respect to Plaintiff only, and Section 5.3 below with
12 respect to Aggrieved Employees, Participating Class Members do not release any
13 other claims or claims based on facts occurring after the Class Period.

14 6.3 Release by Aggrieved Employees: All Aggrieved Employees, whether Participating
15 Class Members or Non-Participating Class Members, as well the State of California
16 and all of its agencies/divisions (including the LWDA) are deemed to release, on
17 behalf of themselves and their respective former and present representatives, agents,
18 attorneys, heirs, administrators, successors, and assigns, the Released Parties from
19 all claims for PAGA/civil penalties that were alleged, or reasonably could have been
20 alleged, arising out of the facts stated in the Operative Complaint and all PAGA
21 notices including, but not limited to, any and all claims involving any: (a) alleged
22 failure to pay wages, including contractual, minimum wage, overtime wages,
23 double-time wages, and split shift wages; (b) failure to provide compliant, off-duty
24 meal periods, and failure pay any or correct extra compensation owed for failure to
25 provide compliant, off-duty meal periods; (c) failure to provide compliant, off-duty
26 rest breaks, and failure to pay any or correct extra compensation owed for failure to
27 provide complaint, off-duty rest breaks; (d) failure to reimburse for business
28 expenses; (e) failure to provide timely, accurate, and compliant itemized wage

statements; (f) failure to keep accurate records regarding wages or hours worked; (g) failure to timely pay wages during employment; (h) failure to timely pay wages on termination of employment; (i) claims for or derivative of misclassification as an independent contractor; (j) claims for civil penalties pursuant to or arising from violation of any of the following: California Labor §§ 201, 202, 203, 204, 210, 216, 218.5, 222, 223, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 256, 432.5, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2698-2699.6, 2775, 2802, 2804, 2810.5, 3353, the applicable Industrial Welfare Commission Wage Order(s), California Civil Code § 1786, 15 U.S.C. § 1681; and (k) all claims for recovery of attorney's fees and costs for any of the foregoing alleged violations during the PAGA Period.

7. MOTION FOR PRELIMINARY APPROVAL.

Plaintiff's counsel shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the LA Superior Court's current checklist for Preliminary Approvals (<https://www.lacourt.org/division/civil/pdf/PreliminaryApprovalOfClassActionSettlement.pdf>). Plaintiff's counsel shall provide a copy of the planned Motion for Preliminary Approval to Defense Counsel no less than 14 days before filing it with the Court.

7.1 Defendants' Declaration in Support of Preliminary Approval. Within 21 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants, Ye Defendants' Counsel, and AJR's Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator.

7.2 Plaintiff's Responsibilities. Fourteen (14) days before filing his Motion for Preliminary Approval with the Court, Plaintiff will prepare and deliver to Ye Defendants' Counsel and AJR's Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement

1 under Labor Code Section 2699, subd. (f)(2)); (ii) a draft of the proposed Order
2 Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft of
3 the proposed Class Notice; (iv) a signed declaration from the Administrator
4 attaching its “not to exceed” bid for administering the Settlement and attesting to its
5 willingness to serve, competency, operative procedures for protecting the security
6 of Class Data, amounts of insurance coverage for any data breach, defalcation of
7 funds or other misfeasance, all facts relevant to any actual or potential conflicts of
8 interest with Class Members and the nature and extent of any financial relationship
9 with Plaintiff, Class Counsel, Defendants, and/or Ye Defendants’ Counsel and
10 AJR’s Counsel; (v) a signed declaration from Plaintiff confirming his willingness
11 and competency to serve and disclosing all facts relevant to any actual or potential
12 conflicts of interest with Class Members, and/or the Administrator; (v) a signed
13 declaration from each Class Counsel firm attesting to their competency to represent
14 the Class Members, their timely transmission to the LWDA of all necessary PAGA
15 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
16 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement
17 (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or
18 potential conflict of interest with Class Members, and/or the Administrator.

19 7.3 Responsibilities of Counsel. Class Counsel, Ye Defendants’ Counsel, and AJR’s
20 Counsel are jointly responsible for expeditiously finalizing and filing the Motion for
21 Preliminary Approval no later than 90 days after the full execution of this
22 Agreement; obtaining a prompt hearing date for the Motion for Preliminary
23 Approval; and for appearing in Court to advocate in favor of the Motion for
24 Preliminary Approval. Class Counsel is responsible for delivering the Court’s
25 Preliminary Approval to the Administrator.

26 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
27 Preliminary Approval and/or the supporting declarations and documents, Class
28 Counsel, Ye Defendants’ Counsel, and AJR’s Counsel will expeditiously work

1 together on behalf of the Parties by meeting in person or by telephone, and in good
2 faith, to resolve the disagreement. If the Court does not grant Preliminary Approval
3 or conditions Preliminary Approval on any material change to this Agreement, Class
4 Counsel, Ye Defendants' Counsel, and AJR's Counsel will expeditiously work
5 together on behalf of the Parties by meeting in person or by telephone, and in good
6 faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7 **8. SETTLEMENT ADMINISTRATION.**

8 8.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to
9 serve as the Administrator and verified that, as a condition of appointment, ILYM
10 Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all
11 duties specified in this Agreement in exchange for payment of Administration
12 Expenses. The Parties and their counsel represent that they have no interest or
13 relationship, financial or otherwise, with the Administrator other than a professional
14 relationship arising out of prior experiences administering settlements.

15 8.2 Employer Identification Number. The Administrator shall have and use its own
16 Employer Identification Number for purposes of calculating payroll tax
17 withholdings and providing reports state and federal tax authorities.

18 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
19 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
20 Regulation section 468B-1.

21 8.4 Notice to Class Members.

22 8.4.1 No later than three (3) business days after receipt of the Class Data, the
23 Administrator shall notify Class Counsel that the list has been received and
24 state the number of Class Members, PAGA Members, Workweeks, and Pay
25 Periods in the Class Data.

26 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
27 30 days after receiving the Class Data, the Administrator will send to all
28 Class Members identified in the Class Data, via first-class United States

Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member/Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 Not later than 5 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendants, Ye Defendants’ Counsel, AJR’s Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them as a Class Member and Aggrieved Employee. If the Parties agree, such

persons will be a Class Member and Aggrieved Employee entitled to the same rights as other Class Members and Aggrieved Employees under this Agreement, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

1 8.5.3 Every Class Member who does not submit a timely and valid Request for
2 Exclusion is deemed to be a Participating Class Member under this
3 Agreement, entitled to all benefits under this Agreement, and bound by all
4 terms and conditions of the Settlement, including the Participating Class
5 Members' Releases under Paragraph 6.2 of this Agreement, regardless of
6 whether the Participating Class Member actually receives the Class Notice
7 or objects to the Settlement.

8 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion
9 is a Non-Participating Class Member and shall not receive an Individual
10 Class Payment or have the right to object to the class action components of
11 the Settlement. Because future PAGA claims are subject to claim preclusion
12 upon entry of the Judgment, Non-Participating Class Members who are
13 Aggrieved Employees are deemed to release the claims identified in
14 Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA
15 Payment.

16 8.6 Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class
17 Member shall have 60 days after the Administrator mails the Class Notice (plus an
18 additional 14 days for Class Members whose Class Notice is re-mailed) to challenge
19 the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class
20 Member in the Class Notice. The Class Member may challenge the allocation by
21 communicating with the Administrator via fax, email, or mail. The Administrator
22 must encourage the challenging Class Member to submit supporting documentation.
23 In the absence of any contrary documentation, the Administrator is entitled to
24 presume that the Workweeks and/or PAGA Pay Periods (if any) contained in the
25 Class Notice are correct so long as they are consistent with the Class Data. The
26 Administrator's determination of each Class Member's allocation of Workweeks
27 and/or Pay Periods shall be final and not appealable or otherwise susceptible to
28 challenge. The Administrator shall promptly provide copies of all challenges to

calculation of Workweeks and/or Pay Periods to Ye Defendants' Counsel, AJR's Counsel, and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative

1 Service Payment, the Final Approval and the Judgment. The Administrator
2 will also maintain and monitor an email address, facsimile number, and a
3 toll-free telephone number to receive Class Member calls, facsimiles, and
4 emails.

5 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
6 will promptly review on a rolling basis Requests for Exclusion to ascertain
7 their validity. Not later than 5 days after the expiration of the deadline for
8 submitting Requests for Exclusion, the Administrator shall email a list to Ye
9 Defendants' Counsel and AJR's Counsel containing (a) the names of Class
10 Members who timely submitted valid Requests for Exclusion ("Exclusion
11 List"); (b) the names of Class Members who submitted invalid Requests for
12 Exclusion; (c) copies of all Requests for Exclusion from the Settlement
13 submitted (whether valid or invalid).

14 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written
15 reports to Class Counsel, Ye Defendants' Counsel, and AJR's Counsel that,
16 among other things, tally the number of: Class Notices mailed or re-mailed,
17 Class Notices returned undelivered, Requests for Exclusion (whether valid
18 or invalid) received, objections received, challenges to Workweeks and/or
19 Pay Periods received and/or resolved, and checks mailed for Individual Class
20 Payments and Individual PAGA Payments ("Weekly Report"). The Weekly
21 Reports must provide the Administrator's assessment of the validity of
22 Requests for Exclusion and attach copies of all objections received.

23 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
24 authority to address and make final decisions consistent with the terms of
25 this Agreement on all Class Member and/or Aggrieved Employee challenges
26 over the calculation of Workweeks and/or Pay Periods. The Administrator's
27 decision shall be final and not appealable or otherwise susceptible to
28 challenge.

1 8.8.5 Administrator's Declaration. Not later than 14 days before the date by which
2 Plaintiffs are required to file the Motion for Final Approval of the Settlement,
3 the Administrator will provide to Class Counsel, Ye Defendants' Counsel,
4 and AJR's Counsel, a signed declaration suitable for filing in Court attesting
5 to its due diligence and compliance with all of its obligations under this
6 Agreement, including, but not limited to, its mailing of Class Notice, the
7 Class Notices returned as undelivered, the re-mailing of Class Notices,
8 attempts to locate Class Members, the total number of Requests for
9 Exclusion from Settlement it received (both valid or invalid), and the number
10 of written objections. The Administrator will supplement its declaration as
11 needed or requested by the Parties and/or the Court. Class Counsel is
12 responsible for filing the Administrator's declaration(s) in Court.

13 8.8.6 Final Report by Settlement Administrator. Within 10 days after the
14 Administrator disburses all funds in the Gross Settlement Amount, the
15 Administrator will provide Class Counsel, Ye Defendants' Counsel, and
16 AJR's Counsel with a final report detailing its disbursements of all payments
17 made under this Agreement that does not contain any identifying
18 information of Class Members or Aggrieved Employees. At least 15 days
19 before any deadline set by the Court, the Administrator will prepare, and
20 submit to Class Counsel, Ye Defendants' Counsel, and AJR's Counsel, a
21 signed declaration suitable for filing in Court attesting to its disbursement of
22 all payments required under this Agreement. Class Counsel is responsible
23 for filing the Administrator's declaration in Court.

24 **9. CLASS SIZE ESTIMATES**

25 Based on their records, Defendants estimate that, as of the date of this Settlement Agreement,
26 (1) there are approximately 599 Class Members and 599 Total Workweeks during the Class period
27 and (2) there were 599 Aggrieved Employees who worked 599 Pay Periods during the PAGA Period.
28

1 **10. YE DEFENDANTS' RIGHT TO WITHDRAW**

2 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of
3 the total of all Class Members, the Ye Defendants may, but are not obligated, elect to withdraw from
4 the Settlement. The Parties agree that, if the Ye Defendants withdraw, the Settlement shall be *void*
5 *ab initio*, have no force or effect whatsoever, and that none of the Parties will have any further
6 obligation to perform under this Agreement; provided, however, Ye Defendants will remain
7 responsible for paying all Settlement Administration Expenses incurred to that point. The Ye
8 Defendants must notify Class Counsel, AJR's Counsel, and the Court of their election to withdraw
9 not later than 14 days after the Administrator sends the final Exclusion List to Class Counsel, Ye
10 Defendants' Counsel, and AJR's Counsel. A late election to withdraw will have no effect absent a
11 showing of good cause.

12 **11. MOTION FOR FINAL APPROVAL**

13 Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file
14 in Court, a motion for final approval of the Settlement that includes a request for approval of the
15 PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a
16 proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these
17 documents to Ye Defendants' Counsel and AJR's Counsel not later than fourteen days prior to filing
18 the Motion for Final Approval. Class Counsel, Ye Defendants' Counsel, and AJR's Counsel will
19 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
20 disagreements concerning the Motion for Final Approval.

21 11.1 Response to Objections. Each Party retains the right to respond to any objection
22 raised by a Participating Class Member, including the right to file responsive
23 documents in Court no later than five court days prior to the Final Approval Hearing,
24 or as otherwise ordered or accepted by the Court.

25 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
26 Approval on any material change to the Settlement (including, but not limited to,
27 the scope of release to be granted by Class Members and/or Aggrieved Employees),
28

the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the material terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the

scope of release to be granted by Class Members and/or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. No Waiver of Enforceability of Arbitration Agreement or Class Action Waivers Where Settlement Does Not Become Effective. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in any PAGA exhaustion letters submitted to the LWDA or any complaints filed in the Action, including the Operative Complaint, have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to

1 move for class certification on any grounds available and to contest Defendants'
2 defenses. The Settlement, this Agreement and Parties' willingness to settle the
3 Action will have no bearing on, and will not be admissible in connection with, any
4 litigation (except for proceedings to enforce or effectuate the Settlement and this
5 Agreement). By entering into this Agreement and stipulating to the Settlement
6 contained herein, the Parties agree that Defendants are not waiving their right to
7 contest Plaintiff's or Class Members' ability to bring collective/class claims in the
8 event that the Settlement does not become effective.

9 13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants,
10 Ye Defendants' Counsel, and AJR's Counsel separately agree that, until the Motion
11 for Preliminary Approval of Settlement is filed, they and each of them will not
12 disclose, disseminate and/or publicize, or cause or permit another person to disclose,
13 disseminate or publicize, any of the terms of the Agreement directly or indirectly,
14 specifically or generally, to any person, corporation, association, government
15 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
16 all of whom will be instructed to keep this Agreement confidential; (2) to the extent
17 necessary to report income to appropriate taxing authorities; (3) in response to a
18 court order or subpoena; or (4) in response to an inquiry or subpoena issued by a
19 state or federal government agency. Each Party agrees to immediately notify each
20 other Party of any judicial or agency order, inquiry, or subpoena seeking such
21 information. Plaintiff, Class Counsel, Defendants, Ye Defendants' Counsel, and
22 AJR's Counsel separately agree not to, directly or indirectly, initiate any
23 conversation or other communication, before the filing of the Motion for
24 Preliminary Approval, any with third party regarding this Agreement or the matters
25 giving rise to this Agreement except to respond only that "the matter was resolved,"
26 or words to that effect. This paragraph does not restrict Class Counsel's
27 communications with Class Members in accordance with Class Counsel's ethical
28

obligations owed to Class Members.

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.5 Attorney Authorization. Class Counsel, Ye Defendants' Counsel, and AJR's Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim,

demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, Ye Defendants' Counsel, nor AJR's Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days

1 after the date when the Court discharges the Administrator's obligation to provide a
2 Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class
3 Counsel shall destroy, all paper and electronic versions of Class Data received from
4 Defendants unless, prior to the Court's discharge of the Administrator's obligation,
5 Defendants make a written request to Class Counsel for the return, rather than the
6 destruction, of Class Data.

7 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
8 inserted for convenience of reference only and does not constitute a part of this
9 Agreement.

10 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
11 shall be to calendar days. In the event any date or deadline set forth in this
12 Agreement falls on a weekend or federal legal holiday, such date or deadline shall
13 be on the first business day thereafter.

14 13.17 Notice. All notices, demands or other communications between the Parties in
15 connection with this Agreement will be in writing and deemed to have been duly
16 given as of the day sent by email, addressed as follows:

17 To Plaintiff: fkim@kim-legal.com, helen@helenkimlaw.com, and
18 dara.tabesh@ecotechlaw.com

19 To Ye Defendants: london@meservylawpc.com and justin@morellolawpc.com

20 To AJR: bme@engelmanlawfirm.com

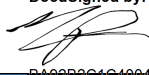
21 13.18 Execution in Counterparts. This Agreement may be executed in one or more
22 counterparts by facsimile, electronically (e.g., via DocuSign), or email which for
23 purposes of this Agreement shall be accepted as an original. All executed
24 counterparts and each of them will be deemed to be one and the same instrument if
25 counsel for the Parties will exchange between themselves signed counterparts. Any
26 executed counterpart will be admissible in evidence to prove the existence and
27 contents of this Agreement.
28

13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: January __, 2024
1/27/2024

FOR PLAINTIFF, THE CLASS, AND THE STATE
OF CALIFORNIA

By: _____

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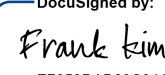
MICHAEL PEARSON

AS TO FORM ONLY:

DATED: January __, 2024
1/25/2024

KIM LEGAL, APC
HELEN KIM LAW, APC
ECOTECH LAW GROUP, P.C.

By: _____

DocuSigned by:

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FRANK H. KIM

Attorneys for Plaintiff, Class Members, and the State of California

DATED: January __, 2024

FOR DEFENDANTS WEST BRANDS, LLC, VERY
GOOD TOURING, INC., AND YE (FORMALLY
KNOWN AS KANYE WEST)

By: _____

Name: _____

Title: _____

AS TO FORM ONLY:

DATED: January __, 2024

MESERVY LAW, P.C.
MORELLO LAW, P.C.

By: _____

LONDON D. MESERVY

Attorneys for Defendants West Brands, LLC, Very
Good Touring, Inc., and Ye (formally known as Kanye
West)

13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: January __, 2024

FOR PLAINTIFF, THE CLASS, AND THE STATE
OF CALIFORNIA

By: _____

MICHAEL PEARSON

AS TO FORM ONLY:

DATED: January __, 2024

KIM LEGAL, APC
HELEN KIM LAW, APC
ECOTECH LAW GROUP, P.C.

By: _____

FRANK H. KIM

Attorneys for Plaintiff, Class Members, and the State of
California

DATED: January²⁶, 2024

FOR DEFENDANTS WEST BRANDS, LLC, VERY
GOOD TOURING, INC., AND YE (FORMALLY
KNOWN AS KANYE WEST)

DocuSigned by:

By: _____

Name: Bianca Censori

Title: _____

AS TO FORM ONLY:

DATED: January 29, 2024

MESERVY LAW, P.C.
MORELLO LAW, P.C.

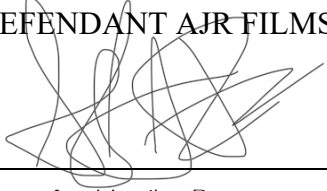
By: _____

LONDON D. MESERVY

Attorneys for Defendants West Brands, LLC, Very
Good Touring, Inc., and Ye (formally known as Kanye
West)

1 DATED: January 30, 2024

2 FOR DEFENDANT AJR FILMS, INC.

3 By: 

4 Name: Angel Jonathan Rosa

5 Title: Ep

6 AS TO FORM ONLY:

7 DATED: January 30, 2024

8 ENGELMAN LAW, APC

9 By: 

10 BRITANY M. ENGELMAN

11 Attorneys for Defendant AJR Films, Inc.

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE
FOR FINAL COURT APPROVAL

Michael Pearson v. West Brands, LLC, et al., No. 20STCV31684
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES

You are not being sued. This notice affects your rights. Please read it carefully

To: All individuals who worked as performers, vocalists, dancers, or other extras in preparation for and during the Nebuchadnezzar concert in Los Angeles, California, at any time from November 23, 2019, to November 24, 2019 (“Class Members” and “Aggrieved Employees”).

On [REDACTED], the Honorable [REDACTED] of the Los Angeles County Superior Court (the “Court”) granted preliminary approval of this class and representative action settlement and ordered the litigants to notify all Class Members and Aggrieved Employees of the Settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member and Aggrieved Employee, and therefore entitled to a payment from the Settlement.**

Unless you choose to opt out of the Settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund. All Aggrieved Employee will receive payments from the Settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED]:00 [REDACTED].m. on [REDACTED], 2024, in Department [REDACTED] of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit the Court’s website for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for an Individual Class Payment and Individual PAGA Payment from the Gross Settlement Amount. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert the Released Class Claims and Released PAGA Claims against Defendants and the other Released Parties during the applicable Class Period and PAGA Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written request for exclusion. Once excluded, you will no longer be eligible for Individual Class Payment and Individual PAGA Payment from the Gross Settlement Amount and will not be bound by the terms of the proposed Class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. If the Settlement is approved, Aggrieved Employees will receive an Individual PAGA Payment from the PAGA Penalties and will give up their rights to pursue the Released PAGA Claims against Defendants and the other Released Parties during the PAGA Period.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on []:00 []m. on [], 2024, in Department [] of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012. You don’t have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement.

Under the terms of the Settlement, the Parties estimate your Individual Class Payment and Individual PAGA Payment will total \$[INSERT TOTAL PAYMENT AMOUNT—CLASS AND PAGA PAYMENT]. The process for calculating this estimate is set forth below. The actual amount of your Settlement award could be more or less than this estimated amount, depending on a number of factors including the number of individuals who choose to opt out of the Settlement, the award of costs and attorneys’ fees associated with the Settlement, and the approved costs associated with administering the Settlement. This notice is to advise you of your rights, how you can participate in this Settlement or how you can request to be excluded from the Settlement, if you so choose. You have a right to participate in this Settlement without fear of retaliation by Defendants.

Summary of the Litigation

On August 20, 2020, Plaintiff Michael Pearson (“Plaintiff”) filed a putative class action against West Brands, LLC, AJR Films Inc., and others in Los Angeles, Superior Court, Case No. 20STCV31684, alleging causes of action for: failure to pay earned wages; failure to provide meal breaks; failure to provide rest breaks; failure to pay overtime wages; waiting time penalties; failure to provide itemized wage statements; and unlawful and unfair business practices (the “Action”).

On August 31, 2020, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) attempting to meet the California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”)’s exhaustion requirements to bring a PAGA representative action against West Brands, AJR Films, and others alleging violation of Labor Code §§ 201-204, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1194, 1197.1, 1198 and the applicable IWC Wage Order. On November 24, 2020, Plaintiff submitted an amended PAGA exhaustion letter to the LWDA attempting to add Ye (formally known as Kanye West) as an alter ego of West Brands, Angel J. Rosa (as an alter ego of AJR Films) and others to Plaintiff’s alleged PAGA representative action claims and adding an alleged violation of Labor Code § 2810.5.

On March 29, 2021, Plaintiff filed a first amended complaint (the “Operative Complaint”) adding Very Good Touring, Inc. and Ye as defendants and adding a representative cause of action under PAGA for alleged violations of Labor Code §§ 201-204, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1194, 1197.1, 1198 and the applicable IWC Wage Order.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

On June 21, 2021, the Action was removed to the U.S. District Court for the Central District of California under federal Class Action Fairness Act.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On October 23, 2023, the parties participated in a mediation with Jason Marsili, an experienced and well-respected class action mediator. With Mr. Marsili's guidance, the parties were able to negotiate a complete settlement of Plaintiff's claims. As a part of the Settlement, the parties agreed to return the Action to Los Angeles Superior Court where it is currently pending.

Counsel for Plaintiff, who are the attorneys appointed by the Court to represent the class, Kim Legal, APC, Helen Kim Law, APC, and EcoTech Law Group, P.C. ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this Action have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Despite agreeing to and supporting the Settlement, defendants West Brands, LLC, Very Good Touring, Inc., Ye, and AJR Films Inc. (collectively "Defendants") deny any liability or wrongdoing of any kind whatsoever associated with Plaintiff's allegations and claims brought in the Action or that could have been brought based on the facts alleged. Defendants assert that they have valid defenses to Plaintiff's claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the Action or that the Action can or should proceed as a class or PAGA action. Defendants have agreed to settle the case as part of a compromise with Plaintiff. The Court has not ruled on who should win. Rather, the parties have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Settlement, in order to avoid the burden, expense, and uncertainty associated with litigating Plaintiff's claims.

Summary of the Proposed Settlement Terms

Plaintiff and Defendants have agreed to settle the alleged class and PAGA claims in the Action in exchange for a Gross Settlement Amount of \$1,350,000.00. This amount is inclusive of: (1) Class Representative Service Payment of up to \$7,500 to Plaintiff Michael Pearson for his service on behalf of the class; (2) up to \$472,500.00 in attorneys' fees and up to \$25,000 in litigation costs and expenses; (3) a \$200,000.00 settlement of claims under the PAGA (the "PAGA Fund"), inclusive of a \$150,000 payment to the LWDA in connection with the PAGA, and a \$50,000.00 payment to be paid, pro rata, to all Aggrieved Employees (the "Individual PAGA Payments"); and (4) reasonable Administrator's fees and expenses of up to \$12,000.00. After deducting the above payments, a total of approximately \$633,000.00 (the "Net Settlement Fund") will be paid, pro rata (the "Individual Class Payments"), to Class Members who do not opt out of the Class Settlement ("Participating Class Members"). Additionally, all Aggrieved Employees will receive a proportional share of the \$50,000.00 PAGA Fund, regardless of whether they opt out of the Class Settlement.

Payments from Net Settlement Fund. Each Class Member worked a single Workweek during the Class Period. Individual Class Payments are calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks, 1 each, worked by all Participating Class Members during the Class Period.

Payments from PAGA Fund. Each Aggrieved Employee worked a single Pay Period during the PAGA Period. Individual PAGA Payments are calculated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$50,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees, one each, during the PAGA Period. A request for exclusion from the Settlement does not exclude an Aggrieved Employee from the Released PAGA Claims against Defendants and the other Released Parties during the PAGA Period. An Aggrieved Employee will receive her/his Individual PAGA Payment even if she/he submits a valid request for exclusion from the Class Settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Your Estimated Payment and Timing of Payment: Based on the above, your estimated payment from the Settlement is approximately \$[INSERT TOTAL PAYMENT AMOUNT—CLASS AND PAGA PAYMENT]. If you believe the workweek or pay period information provided above is incorrect, please contact the Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs or 1099s). All disputes must be sent to the Administrator by facsimile [INSERT FACSIMILE NUMBER], email [INSERT EMAIL ADDRESS], or mail [INSERT MAIL ADDRESS] on or before [DATE].

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to Participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the Settlement. Each Individual Settlement Payment, exclusive of the individual PAGA Fund payments, will represent wages and penalties allocated using the following formula: 25% of each Individual Class Payment to Participating Class Members will be allocated as wages, for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. All payments to Aggrieved Employees from the PAGA Fund will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Class Members and Aggrieved Employees should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. Settlement payment checks to Class Members and Aggrieved Employees returned as undeliverable or remaining uncashed for more than one hundred and eighty (180) calendar days after issuance will be paid by the Administrator to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee for whom the funds are designated.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the Settlement, you will be mailed one check for your Individual Class Payment and Individual PAGA Payment. You will be deemed to have released the Released Class Claims during the Class Period and the Released PAGA Claims on behalf of yourself and the LWDA during the PAGA Period:

Released Class Claims: All claims that were alleged, or reasonably could have been alleged, arising out of the facts stated in the Operative Complaint including, but not limited to, any and all claims involving any (a) alleged failure to pay wages, including contractual, minimum wage, overtime wages, double-time wages, and split shift wages; (b) failure to provide compliant, off-duty meal periods, and failure pay any or correct extra compensation owed for failure to provide compliant, off-duty meal periods; (c) failure to provide compliant, off-duty rest breaks, and failure to pay any or correct extra compensation owed for failure to provide complaint, off-duty rest breaks; (d) failure to reimburse for business expenses; (e) failure to provide timely, accurate, and compliant itemized wage statements; (f) failure to keep accurate records regarding wages or hours worked; (g) failure to timely pay wages during employment; (h) failure to timely pay wages on termination of employment; (i) claims for or derivative of misclassification as an independent contractor; (j) clams for restitution, disgorgement, damages expenses, attorneys fees, costs, statutory or civil penalties pursuant to or arising from violation of any of the following: California Labor §§ 201, 202, 203, 204, 210, 216, 218.5, 222, 223, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 256, 432.5, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2698-2699.6, 2775, 2802, 2804, 2810.5, 3353, the applicable Industrial Welfare Commission Wage Order(s), California Civil Code § 1786, 15 U.S.C. § 1681; (k) claims for unfair competition and unfair business practices, including for

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

violation of California Business Code §§ 17200, et seq.; and (l) claims for injunctive relief, declaratory relief, interest, attorneys fees, or costs for any of the foregoing alleged violations during the Class Period.

Released PAGA Claims: All claims for PAGA/civil penalties that were alleged, or reasonably could have been alleged, arising out of the facts stated in the Operative Complaint and all PAGA notices including, but not limited to, any and all claims involving any: (a) alleged failure to pay wages, including contractual, minimum wage, overtime wages, double-time wages, and split shift wages; (b) failure to provide compliant, off-duty meal periods, and failure pay any or correct extra compensation owed for failure to provide compliant, off-duty meal periods; (c) failure to provide compliant, off-duty rest breaks, and failure to pay any or correct extra compensation owed for failure to provide complaint, off-duty rest breaks; (d) failure to reimburse for business expenses; (e) failure to provide timely, accurate, and compliant itemized wage statements; (f) failure to keep accurate records regarding wages or hours worked; (g) failure to timely pay wages during employment; (h) failure to timely pay wages on termination of employment; (i) claims for or derivative of misclassification as an independent contractor; (j) claims for civil penalties pursuant to or arising from violation of any of the following: California Labor §§ 201, 202, 203, 204, 210, 216, 218.5, 222, 223, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 256, 432.5, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2698-2699.6, 2775, 2802, 2804, 2810.5, 3353, the applicable Industrial Welfare Commission Wage Order(s), California Civil Code § 1786, 15 U.S.C. § 1681; and (k) all claims for recovery of attorney's fees and costs for any of the foregoing alleged violations during the PAGA Period.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Class portion of the Settlement, you may exclude yourself from participating by submitting a written request to the Administrator expressly and clearly indicating that you have received this Notice of Class and Representative Action Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement. Your written request for exclusion must include your name, signature, address, and telephone number and must be submitted to the Administrator by facsimile [INSERT FACSIMILE NUMBER], email [INSERT EMAIL ADDRESS], or mail [INSERT MAIL ADDRESS]. Your request for exclusion must be postmarked, emailed, or faxed to the Administrator by no later than [DATE] or your request for exclusion will be rejected, and you will be included in the Class Settlement.

If you choose **Option 2** and properly exclude yourself from the Class Settlement, you will no longer be a Class Member, and you will:

- Not receive an Individual Class Payment.
- Not release the Released Class Claims.
- Because you are an Aggrieved Employee, you will still receive an Individual PAGA Payment and will release the Released PAGA Claims against Defendants and the other Released Parties during the PAGA Period.

Option 3 – Object to the Settlement

If you decide to object to the Settlement because you find it unfair or unreasonable, you may submit a written objection to the Administrator stating why you object to the Settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be submitted to the Administrator by facsimile [INSERT FACSIMILE NUMBER], email [INSERT EMAIL ADDRESS], or mail [INSERT MAIL ADDRESS].

All written objections must be postmarked, emailed, or faxed to the Administrator by no later than [DATE]. By submitting an objection, you are not excluding yourself from the Settlement. To exclude yourself from the Settlement, you must follow

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

the directions described in Option 2 above. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for [REDACTED]:00 [REDACTED].m. on [REDACTED], 2024, in Department [REDACTED] of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012, and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class and Representative Action Settlement is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members and Aggrieved Employees regarding this Notice and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******