

SETTLEMENT AGREEMENT OF CLASS ACTION AND PRIVATE ATTORNEYS

GENERAL ACT CLAIMS

This Settlement Agreement of Class Action and Private Attorneys General Act Claims (“Settlement” or “Settlement Agreement”) is made between Plaintiffs Emmanuel Wright, Ashley Diane Currie, Karim Benzakour, and Randal Davis, as individuals and on behalf of all other similarly situated and allegedly aggrieved employees under the California Private Attorneys General Act (“PAGA”), on the one hand (“Plaintiffs”), and Defendants GWE, LLC (“GWE”) and WPP Group USA, Inc. (“WPP”) (collectively, “Defendants”) on the other hand (collectively, the “Parties” and individually, a “Party”). This Settlement was reached pursuant to lengthy negotiations between the Parties over the course of several months with the assistance of a well-respected mediator.

I. DEFINITIONS

A. “Class Counsel” means Frank H. Kim of Kim Legal, APC, 3435 Wilshire Blvd., Suite 2700, Los Angeles, CA 90010, and Helen U. Kim of Helen Kim Law, APC, 3435 Wilshire Blvd, Suite 2700, Los Angeles, CA 90010.

B. “Class Member Payments” means the amount payable from the Net Settlement Fund to each Settlement Class Member, 25% of which shall be allocated to penalties and 75% of which shall be allocated to wages for tax purposes. Class Member Payments are separate and distinct from the PAGA Payment (defined below) that will be paid to the PAGA Aggrieved Employees.

C. “Class Payout Fund” means all funds remaining from the Gross Settlement Amount after deducting the Court-awarded Named Plaintiff Enhancement Payments, Fees Award, Costs Award, Settlement Administration Costs, and PAGA Payment.

D. “Class Settlement” means the non-PAGA portion of the settlement embodied in this Settlement Agreement.

E. “Costs Award” means costs of litigation approved by the Court for Class Counsel’s costs incurred in investigation, litigation, and resolution of the Lawsuit, and

administration of the Settlement, including anticipated costs incurred through Final Approval and disbursement of payments under this Settlement Agreement and obtaining entry of the judgment terminating the Lawsuit.

F. “Court” means the Los Angeles County Superior Court.

G. “Defendant’s Counsel” means Paul S. Cowie of Sheppard, Mullin, Richter & Hampton LLP, Four Embarcadero Center, 17th Floor, San Francisco, CA 94111.

H. “Effective Date” means the date by which the final judgment becomes final. For purposes of this Settlement Agreement, the final judgment “becomes final” only after the Court grants the motion for final approval of the settlement and upon the later of (i) the period for filing any appeal, writ, or other appellate proceeding challenging or opposing the Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (ii) any appeal, writ or other appellate proceeding challenging or opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief and without impacting this Settlement; or (iii) any appeal, writ or other appellate proceeding has upheld the Court’s final order with no right to pursue further remedies or relief. In this regard, it is the intention of the parties that the Settlement shall not become effective, and Defendants will not be obligated to fund this Settlement, until the Court’s order approving the Settlement becomes final, and there is no further recourse by an appellant, objector, intervenor, or otherwise by anyone who seeks to contest the Settlement.

I. “Fees Award” means attorneys’ fees approved by the Court for Class Counsel’s fees incurred in investigation, litigation, and resolution of the Lawsuit, and administration of the Settlement, including anticipated fees incurred through Final Approval and disbursement of payments under this Settlement Agreement and obtaining entry of the judgment terminating the Lawsuit, and which shall not exceed one third (1/3) of the Gross Settlement Amount.

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

K. “Gross Settlement Amount” means a non-reversionary common fund that shall have a total all-in value of \$335,000.00 and includes without limitation any and all payments Defendants may be responsible for under the Settlement, including any Fees Award and Costs Award to Class Counsel, Named Plaintiff Enhancement Payments, the Class Member Payments, the PAGA Payment (which includes payments to the LWDA), and Settlement Administration Costs. The total amount that Defendants shall pay for any and all purposes under this Settlement Agreement is the Gross Settlement Amount.

L. “Lawsuit” means the lawsuit entitled *Emmanuel Wright, individually and on behalf of all others similarly situated, v. GWE, LLC, et al.*, Case No. 21STCV03820.

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

N. “Named Plaintiffs” means Emmanuel Wright, Ashley Diane Currie, Karim Benzakour, and Randal Davis.

O. “Named Plaintiff Enhancement Payments” means the amount to be paid to each Named Plaintiff for their time and effort spent pursuing the Lawsuit; for the risks associated with suing Defendants; and for their agreement to enter into a general release of all claims, not to exceed Seven Thousand Five Hundred Dollars (\$7,500) each, for a total of Thirty Thousand Dollars (\$30,000). The Named Plaintiff Enhancement Payments will be paid out of the Gross Settlement Amount. If the Court reduces the amount of Named Plaintiff Enhancement Payments in the course of the settlement approval process, only the amount approved by the Court will be paid to Named Plaintiffs as Named Plaintiff Enhancement Payments. Any amount of the Named Plaintiff Enhancement Payments not approved by the Court shall become part of the Net Settlement Fund. In consideration of the Named Plaintiff Enhancement Payments, Named Plaintiffs each agree to execute a full release of all claims through the date of Final Approval of the Settlement, including a 1542 waiver.

P. “Net Settlement Fund” means the Gross Settlement Amount minus the sum of: (1) Fees Award; (2) Costs Award, (3) Named Plaintiff Enhancement Payments, and (4) Settlement Administration Costs, as approved by the Court.

Q. “PAGA” means the California Private Attorneys General Act, California Labor Code §§ 2699 *et seq.*

R. “PAGA Aggrieved Employees” means all current and former non-exempt employees in California who served as background talent or extras for Defendants and were compensated at a fixed salary during the PAGA Period.

S. “PAGA Payment” means the payment to the State of California LWDA and the PAGA Aggrieved Employees in settlement of all claims for PAGA penalties as defined in this Settlement Agreement.

T. “PAGA Period” means the period of March 17, 2020 through the date the settlement is preliminarily approved by the Court.

U. “PAGA Settlement” means the PAGA portion of the settlement embodied in this Settlement Agreement.

V. “Released Parties” means Defendants, and each of their past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, investors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendants or any of their parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, any actual or alleged joint employers, affiliates, and alter-egos, and all of their respective past, present and future employees, directors, officers, agents, attorneys, insurers, stockholders, fiduciaries, parents, subsidiaries, and assigns.

W. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, the Settlement Administrator’s responsibilities outlined in this Settlement Agreement.

X. “Settlement Administrator” means ILYM Group, Inc., whom the Parties mutually agree shall be responsible for the administration of the Settlement, distribution of amounts owed

under this Settlement, and matters necessarily related thereto, pursuant to the terms of this Settlement Agreement.

Y. “Settlement Class” means all current and former non-exempt employees in California who served as background talent or extras for Defendants and were compensated at a fixed salary during the Settlement Class Period.

Z. “Settlement Class and PAGA Aggrieved Employee List” means the list of all Settlement Class and PAGA Aggrieved Employees that Defendants will diligently and in good faith compile from its records to accurately reflect their names, Social Security number, last known address, the dates of his/her employment/engagement, and the number of pay periods for each PAGA Aggrieved Employee and each member of the Settlement Class during the PAGA Period and Settlement Class Period, respectively.

AA. “Settlement Class Members” means individuals in the Settlement Class who do not submit a timely and valid request for exclusion from the Settlement Class.

BB. “Settlement Class Period” means the time period of February 1, 2017 through the date the Settlement is preliminarily approved by the Court.

II. RECITALS

A. Background and Procedural History

1. Plaintiff Emmanuel Wright (“Wright”) submitted a PAGA notice to the LWDA in accordance with the requirements of Labor Code section 2699.3(a) (attached hereto as Exhibit 1). The LWDA declined to investigate the alleged violations, permitting Wright to assert a claim under PAGA. Wright filed a Complaint on February 1, 2021 in Los Angeles Superior Court, and a First Amended Complaint on June 8, 2021.

2. On February 23, 2022, Plaintiffs filed a Second Amended Complaint, which added Ashley Diane Currie, Karim Benzakour, and Randal Davis as Named Plaintiffs. The Second Amended Complaint, alleges causes of action for (1) failure to provide rest breaks; (2) failure to pay overtime wages; (3) waiting time penalties; (4) failure to provide itemized

wage statements; (5) violation of Private Attorneys General Act; and (6) Unlawful and Unfair Business Practices.

3. On November 15, 2021, the Parties attended an all-day mediation with Hon. Jeffrey Winikow. Despite coming close to resolution, the Parties were unable to resolve the case. Following mediation, the Parties continued their negotiation efforts and engaged in prolonged settlement discussions over several months, exchanged further information, and ultimately reached a settlement.

B. Named Plaintiffs have fully investigated the factual and legal bases for the causes of action asserted in the Lawsuit. As a result of their investigation, Named Plaintiffs continue to believe their claims are viable and that Defendants violated the California Labor Code. Defendants deny all allegations and contend that the claims asserted in the Lawsuit have no merit and cannot give rise to liability on behalf of Defendants. Given the disagreement between the Parties as to the viability of these claims, the Parties believe the Settlement provided for herein is a fair, adequate and reasonable settlement.

C. Named Plaintiffs recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Named Plaintiffs have also taken into account the uncertainty and risk of the outcome of further litigation, the difficulties and delays inherent in such litigation, and Defendants' contentions regarding its policies, practices, and defenses. Named Plaintiffs are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Lawsuit, Defendants' defenses thereto, and the difficulties in establishing damages for the Settlement Class and PAGA Aggrieved Employees. Named Plaintiffs have also taken into account the documents and information produced and settlement negotiations conducted, which negotiations resulted in the material settlement terms set forth herein. Based on the foregoing, Named Plaintiffs have determined that the Settlement set forth in this Settlement Agreement is a fair, adequate and reasonable settlement, and is in the best interests of the Settlement Class and PAGA Aggrieved Employees.

D. Defendants have concluded that defense of this litigation would be protracted and expensive for all Parties. Defendants have devoted substantial amounts of time, energy and resources to the investigation and defense of the claims asserted in the Lawsuit and, unless this Settlement is made, will continue to do so for the foreseeable future (likely years). For these reasons, Defendants have agreed to settle the matter upon the terms set forth in this Settlement Agreement, to put to rest the claims as set forth in the Lawsuit.

E. Defendants have denied and continue to deny each of the claims and contentions alleged in the Lawsuit. Defendants have repeatedly asserted and continue to assert defenses thereto, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Lawsuit. Defendants have also denied and continue to deny, *inter alia*, the allegations that the Settlement Class and PAGA Aggrieved Employees have suffered damages; that Defendants failed to properly provide rest periods; that Defendants improperly failed to pay the Settlement Class and PAGA Aggrieved Employees all wages owed; that Defendants failed to timely pay all wages due during employment or at the separation of employment; that Defendants provided Settlement Class and PAGA Aggrieved Employees with inaccurate wage statements; that Defendants violated any provisions of the California Labor Code or any IWC Wage Order; that Defendants engaged in any unlawful, unfair or fraudulent business practices; that Defendants engaged in any other wrongful conduct alleged in the Lawsuit; or that the Settlement Class and PAGA Aggrieved Employees were harmed by the conduct alleged in the Lawsuit. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, is, may be construed as, or may be used as, an admission, concession or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing or liability whatsoever.

F. Named Plaintiffs claim and continue to claim that the claims released by this Settlement Agreement have merit and give rise to liability on the part of Defendants. Neither this Settlement Agreement nor any documents referred to herein, or any action taken to carry out

this Settlement Agreement is, may be construed as, or may be used as an admission, by or against the Settlement Class, PAGA Aggrieved Employees, or Class Counsel as to the merits or lack thereof of the claims asserted.

I. The Parties stipulate, subject to the approval of the Court, that the Lawsuit is being compromised and settled pursuant to the terms and conditions set forth in this Settlement Agreement. Upon Final Approval of the Settlement by the Court at or after the Final Approval hearing, the Parties shall present a Proposed Final Judgment (attached as Exhibit 3 hereto) to the Court for its approval, requesting that the Court enter judgment and retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith.

III. SETTLEMENT TERMS

A. Pleadings

1. As part of this Settlement, and in connection with the preliminary approval of this Settlement, Named Plaintiffs filed the Second Amended Complaint.

2. Because the Parties have preliminarily settled this matter, Defendants shall not be required to file a responsive pleading to Plaintiffs' SAC. In the event that the Court does not enter an order granting Final Approval, Defendants shall have 30 days from the date of notice that final approval is denied to file a responsive pleading.

B. Funding and Allocation of Settlement

1. Gross Settlement Amount. Provided the Court approves the Settlement and the Effective Date occurs, Defendants will pay the Gross Settlement Amount, which is the maximum monetary amount payable by Defendants and which shall not exceed the all-inclusive sum of three hundred thirty-five thousand dollars (\$335,000.00).

2. Settlement Accounting. No more than ten (10) days after the Court grants the Final Approval, the Settlement Administrator will provide the Parties with an accounting of all anticipated payments, including: (a) Class Member Payments, (b) the PAGA Member Payments; (c) the Named Plaintiff Enhancement Payments; (d) the Fees Award and Costs Award

to Class Counsel, and (f) Settlement Administration Costs all as specified in this Settlement Agreement and as approved by the Court.

3. Funding the Settlement. Within ten (10) calendar days after the Effective Date, and solely for purposes of this Settlement, Defendants shall wire the Gross Settlement Amount to the Settlement Administrator, for distribution in accordance with the terms of this Settlement Agreement as approved by the Court ("Funding of Settlement"). At no time shall Defendants have the obligation to segregate the funds comprising the Gross Settlement Amount from other assets and will retain exclusive authority over, and responsibility for, those funds until the date those amounts are required to be funded pursuant to this Settlement Agreement.

C. Payments from the Gross Settlement Amount.

1. Named Plaintiff Enhancement Payments. The Settlement Administrator shall pay any Named Plaintiff Enhancement Payments within ten (10) days after the Funding of Settlement, either by check or wire to an account(s) designated by Class Counsel. Named Plaintiffs agree to provide the Settlement Administrator with an executed IRS Form W-9 within five (5) days after the Effective Date and before the Named Plaintiff Enhancement Payments are issued. The Settlement Administrator shall issue an IRS Form 1099 to Named Plaintiffs for these payments. Named Plaintiffs shall be solely and legally responsible for paying any and all applicable taxes on their Named Plaintiff Enhancement Payments and shall hold Released Parties and the Settlement Administrator harmless from any claim or liability for taxes, penalties or interest arising as a result of the Named Plaintiffs' failure to pay taxes on the Enhancement Payments. If the Court awards Named Plaintiff Enhancement Payments less than the amount specified, the unawarded amounts shall become part of the Net Settlement Fund.

2. Class Counsel's Attorneys' Fees and Costs. Class Counsel may request, and Defendants agree not to oppose, a Fees Award of up to one-third of the Gross Settlement Amount, and a Costs Award of up to \$12,000.00 for reimbursement of Class Counsel's out-of-pocket costs incurred pursuing the Lawsuit. If the Court reduces the amount of either the Fees Award or Costs Award in the course of the settlement approval process, only the amount

approved by the Court shall be paid to Class Counsel. Any fees or costs not awarded by the Court shall become part of the Net Settlement Fund.

a. The Settlement Administrator shall pay any Fees Award and/or Costs Award within ten (10) days after the Funding of Settlement either by check or wire to an account designated by Class Counsel, provided that Class Counsel has provided the Settlement Administrator with an executed IRS Form W-9 within five (5) days after the Effective Date and before payments for Class Counsel's Fees Award and Costs Award are issued. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the payments made pursuant to this section. Class Counsel shall be solely and legally responsible for paying any and all applicable taxes on their Fees Award and Costs Award and shall hold Released Parties and the Settlement Administrator harmless from any claim or liability for taxes, penalties or interest arising as a result of Class Counsel's failure to pay taxes on any payments received by Class Counsel pursuant to this Settlement Agreement. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs.

b. Neither Class Counsel nor any other current or past counsel for Named Plaintiffs shall be permitted to petition the Court for, or accept, any additional payments for fees, costs, or interest, and the Fees Award and Costs Award shall be for all claims for attorneys' fees and costs whenever incurred, including past, present and future fees and costs incurred pursuing the claims in the Lawsuit to date and through and including the Effective Date, as well as final distribution of all payments under this Settlement Agreement and through and after final judgment. Upon the Effective Date, payment of the Fees Award and Costs Award to Class Counsel as set forth herein shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney or law firm for attorneys' fees, expenses or costs arising out of and/or in connection with the Lawsuit incurred by any attorney on behalf of Named Plaintiffs and/or any of the Settlement Class Members or PAGA Aggrieved Employees, and shall relieve the Settlement Class Members, PAGA Aggrieved Employees, Released Parties, the Settlement Administrator, and Defendants' Counsel of any other claims or liability to any other attorney or

law firm for any attorneys' fees, expenses and/or costs to which any of them may claim to be entitled on behalf of Named Plaintiffs and/or any of the Settlement Class Members or PAGA Aggrieved Employees in connection with the claims released in this Settlement.

3. PAGA Payment. The PAGA Payment, which shall be paid from the Net Settlement Fund, shall be Twenty Five Thousand Dollars (\$25,000.00) and is the amount attributable to settlement of all PAGA claims released in this Settlement Agreement, which shall be allocated as follows: twenty-five percent (25%) to the PAGA Aggrieved Employees ("PAGA Member Payment") and seventy-five percent (75%) to the LWDA ("LWDA Payment").

a. Within ten (10) days of the Funding of Settlement, the Settlement Administrator shall pay the LWDA Payment to the State of California LWDA. This amount is \$18,750 representing 75% of the \$25,000.00 PAGA Payment.

b. The remaining 25% of the PAGA Payment shall be distributed to all PAGA Aggrieved Employees, with the allocation of the PAGA Member Payments share based on a formula by which each PAGA Aggrieved Employee receives a pro-rata portion of the PAGA Member Payment based upon the pay periods worked by the respective PAGA Aggrieved Employee during the PAGA Period. To establish the pay period value, the Settlement Administrator will first determine the total number of pay periods worked by the PAGA Aggrieved Employees during the PAGA Period. The pay period value will be equal to 25% of the PAGA Payment divided by the total number of pay periods worked by PAGA Aggrieved Employees during the PAGA Period. The pay period value will be rounded to the nearest cent. The amount of the PAGA Payment to be paid to each PAGA Aggrieved Employee will be determined by multiplying the pay period value by the total number of pay periods each PAGA Aggrieved Employee worked during the PAGA Period.

c. The portion of the PAGA Payment paid to the PAGA Aggrieved Employees shall be treated entirely as penalties. In the event that the Court awards less than the full amount requested for the PAGA Payment, the un-awarded amount shall remain in the Net Settlement Fund and be distributed to Settlement Class Members. If for any reason additional

funds are allocated to the PAGA Payment, such monies shall be drawn from the Net Settlement Fund only. In no circumstances shall the Gross Settlement Amount exceed \$335,000.00.

d. The Settlement Administrator shall perform a skip trace and re-mail any Settlement Payment returned by the Post Office with a forwarding address. If the Settlement Administrator is unable to disburse funds within ten (10) days for any reason, Plaintiffs agree not to challenge the validity of the Agreement as Plaintiffs insisted on this ten (10) day distribution window.

4. Settlement Administration Costs. The Settlement Administrator shall pay Settlement Administration Costs, within ten (10) days of the Funding of Settlement, in an amount not to exceed \$8,200.00. In the event that the Court awards less than the full amount requested for Settlement Administration Costs, the unawarded amounts shall remain in the Net Settlement Fund and shall be distributed to Settlement Class Members and PAGA Aggrieved Employees.

5. Calculation of Class Member Payments. All Settlement Class Members will receive a Class Member Payment, paid from the Class Payout Fund without the need to make a claim. The Parties agree that 25% of the Class Member Payments shall be allocated to penalties and 75% of the Class Member Payments shall be allocated to alleged unpaid wages.

a. The amount of each Class Member Payment will be calculated on a pro rata basis, based on the number of pay periods each Settlement Class Member worked during the Settlement Class Period. To establish the pay period value, the Settlement Administrator will first determine the total number of pay periods worked by the Settlement Class Members during the Settlement Period. The pay period value will be equal to the Class Payout Fund divided by the total number of pay periods worked by Settlement Class Members during the Settlement Period. The pay period value will be rounded to the nearest cent. The Class Member Payment to each Settlement Class Member will be determined by multiplying the pay period value by the total number of pay periods each Settlement Class Member worked during the Settlement Class Period. The total of all Class Member Payments to all Settlement

Class Members shall equal the Class Payout Fund. There is no need for a Settlement Class Member to submit a claim form in order to be eligible for and to receive a Class Member Payment. Any partial pay period will be rounded up to the nearest full pay period. Class Member Payments will be reduced by any required deductions and/or withholdings for each Settlement Class Member.

6. Method and Timing of Payments to Settlement Class Members and PAGA Aggrieved Employees.

a. Class Member Payments and the PAGA Aggrieved Employees' portion of the PAGA Payment will be mailed by the Settlement Administrator by First Class U.S. Mail within ten (10) calendar days following the Funding of Settlement.

b. Checks paid to PAGA Aggrieved Employees and Settlement Class Members shall remain valid for one-hundred eighty (180) days from the date of their issuance. After one-hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.*, for the benefit of those Settlement Class Members and PAGA Aggrieved Employees who did not cash their checks until such time that they claim their property. The parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code section 384, as the entire Class Payout Fund will be paid out to Class Members, whether or not they all cash their Class Member Payments. Therefore, Defendants will not be required to pay any interest on said amount.

D. Taxation

1. Tax Treatment of Class Member Payments. Each Class Member Payment shall be allocated between taxable and non-taxable consideration as follows: 75% will be allocated to alleged unpaid wages for which an IRS Form W-2 will issue, and 25% will be allocated to alleged penalties and interest for which an IRS Form 1099 will issue, if required by law. The Settlement Administrator will be responsible for calculating the employer-side taxes

owed on the wage portion of each Class Member Payment, which shall be done within seven (7) days after calculating the amounts owed for wages. The Settlement Administrator shall inform Employer of the amount of employer-side taxes owed within three (3) days of calculating the amount. Employer shall pay the amount calculated to the Settlement Administrator within ten (10) business days thereafter, and the Settlement Administrator shall pay any relevant taxes directly to any applicable taxing entity. Each Settlement Class Member shall be responsible for ensuring that any employee-side taxes due on his or her settlement are paid.

2. Tax Treatment of PAGA Payments. The PAGA Payment distributed to each PAGA Aggrieved Employee will be treated entirely as civil penalties, and will be reported as such to each PAGA Aggrieved Employee on an IRS Form 1099 misc., if required.

3. Named Plaintiffs: Named Plaintiffs each agree to provide the Settlement Administrator with executed IRS Form W-9s within five (5) days after the Effective Date and before the Named Plaintiffs' Service Awards are issued. The Settlement Administrator shall issue IRS Form 1099s to Named Plaintiffs for these payments. Named Plaintiffs shall be solely and legally responsible for paying any and all applicable taxes on the Named Plaintiffs' Service Awards and shall hold Defendants and the Settlement Administrator harmless from any claim or liability for taxes, penalties or interest arising as a result of the Named Plaintiffs' failure to pay taxes on these payments.

4. Class Counsel: Class Counsel agrees to provide the Settlement Administrator with an executed IRS Form W-9 within five (5) days after the Effective Date and before payments for Class Counsel's Fees Award and Costs Award are issued. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the payments made pursuant to this section. Class Counsel shall be solely and legally responsible for paying any and all applicable taxes on their Fees Award or Costs Award and shall hold Defendants and the Settlement Administrator harmless from any claim or liability for taxes, penalties or interest arising as a result of Class Counsel's failure to pay taxes on any payments received by Class Counsel pursuant to this Settlement.

5. **Tax Liability.** The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties, Settlement Class Members, Class Counsel, and PAGA Aggrieved Employees are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard. Named Plaintiffs, Settlement Class Members, PAGA Aggrieved Employees, and Class Counsel understand and agree that Named Plaintiffs, Settlement Class Members, PAGA Aggrieved Employees, and Class Counsel will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Named Plaintiffs, Class Counsel, Defendants, the Released Parties, Defendants' Counsel and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Each Party to this Settlement Agreement (for purposes of this section, the "acknowledging party" and each party to this Settlement Agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon their own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

E. Conditional Certification For Settlement Purposes

For the purposes of this Settlement Agreement only, the Parties agree to the certification of the Settlement Class. If, for any reason, the Settlement Agreement is not approved, the stipulation to certification will be void. Should the Settlement Agreement not become final, for whatever reason, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Lawsuit, and shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in any other lawsuit. If the Settlement does not become effective, Defendants reserve the right to contest any and all issues relating to class certification and liability.

F. Injunctive Relief

As part of this Settlement, Defendants shall not be required to enter into any consent decree, nor shall Defendants be required to agree to any provision for injunctive relief, or to modify or eliminate any of its personnel, compensation, or payroll practices or policies, or adopt any new personnel, compensation, or payroll practices or policies.

G. Release of Claims

1. Settlement Class Member Release. As of the Effective Date, all Settlement Class Members fully and finally release the Released Parties from all claims that arose during the Settlement Class Period based on the facts alleged or that could have been alleged in the Complaint for failure to pay minimum wages; failure to pay straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and/or interest; missed, late, short or interrupted meal and/or rest periods, including any claim for any alleged failure to provide meal or rest periods or pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; inaccurate or otherwise improper wage statements and/or failure to keep

or maintain accurate records; unlawful and unfair business practices; and attorneys' fees and costs. The claims released by the Settlement Class Members also include any and all claims that arise out of or in connection with the claims and facts alleged in the Lawsuit, and any claims which could have been asserted in the Lawsuit arising from the alleged facts and/or primary rights alleged to have been invaded to the fullest extent permitted by law. This release includes claims alleging a violation of the Wage Orders of the California Industrial Welfare Commission, including but not limited to Wage Order 12-2001; the California Labor Code (including, but not limited to, sections 201-203, 204, 205.5, 210, 212, 216, 218, 218.5, 218.6, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 245, 246, 248, 248.1, 450, 510, 511, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 1199, and 2698 et seq.); California Business and Professions Code section 17200, et seq.; the California Civil Code, including but not limited to, sections 3287, 3289, 3336 and 3294; 8 CCR § 11120; California Code of Civil Procedure § 1021.5; the California common law of contract; and the Fair Labor Standards Act, 29 U.S.C. § 201 et seq..

2. Release of PAGA Claims. As of the Effective Date, PAGA Aggrieved Employees and the LWDA fully and finally release the Released Parties from all claims under PAGA that arose during the PAGA Settlement Period based on the facts alleged in Wright's notice letter to the Labor & Workforce Development Agency and/or Plaintiffs' Lawsuit, which are or could be the basis of claims under California Labor Code for unpaid wages, including, but not limited to, failure to pay minimum wages; failure to pay straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and/or interest; missed, late, short or interrupted meal and/or rest periods, including any claim for any alleged failure to provide meal or rest periods or pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; inaccurate or otherwise improper wage statements and/or failure to keep

or maintain accurate records; unlawful and unfair business practices; and attorneys' fees and costs. The claims released by the PAGA Aggrieved Employees also include any and all claims under PAGA, Cal. Lab. Code § 2698 et seq., that arise out of or in connection with the claims and facts alleged in the Lawsuit, and any claims which could have been asserted in the Lawsuit arising from the alleged facts and/or primary rights alleged to have been invaded to the fullest extent permitted by law. This release includes claims under PAGA alleging a violation of the Wage Orders of the California Industrial Welfare Commission, including but not limited to Wage Order 12-2001; and/or alleging a violation of the California Labor Code (including, but not limited to, sections 201-203, 204, 205.5, 210, 212, 216, 218, 218.5, 218.6, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 245, 246, 248, 248.1, 450, 510, 511, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 1199, and 2698 et seq.).

3. General Release By Named Plaintiffs Only. As of the Effective Date, Named Plaintiffs fully and finally release the Released Parties, from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Named Plaintiffs' application for employment, employment, and/or the termination of Named Plaintiffs' employment with Defendants ("Named Plaintiffs' Released Claims"). Named Plaintiffs' Released Claims include, but are not limited to, all claims asserted in, arising from or related in any way to the Lawsuit, including without limitation any and all claims that could have been asserted as part of the Lawsuit based on the facts and causes of action alleged. Named Plaintiffs' Released Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages; failure to pay for travel time; failure to pay straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and/or interest; missed, late, short or interrupted meal and/or rest periods, including any claim for any alleged failure to provide meal or rest periods or pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation;

unlawful deduction of pay and/or reimbursements for any business expenses; penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate records; unlawful and unfair business practices; and attorneys' fees and costs. Named Plaintiffs' Released Claims include all claims arising under the California Labor Code (including, but not limited to, sections 201-203, 204, 205.5, 210, 212, 216, 218, 218.5, 218.6, 221, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 245, 246, 248, 248.1, 450, 510, 511, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 1199, 2698 et seq., 2699 et seq., 2800 and 2802); all claims arising under the Wage Orders of the California Industrial Welfare Commission, including but not limited to Wage Order 12-2001; California Business and Professions Code section 17200, et seq.; the California Civil Code, including but not limited to, sections 3287, 3289, 3336 and 3294; 8 CCR § 11120; California Code of Civil Procedure § 1021.5; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. Named Plaintiffs' Released Claims include any and all claims under PAGA, Cal. Lab. Code § 2698 et seq., of any kind, including but not limited to the PAGA claims asserted in the Lawsuit. Named Plaintiffs' Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law.

Named Plaintiffs' Released Claims include all claims, whether known or unknown. Even if Named Plaintiffs discover facts in addition to or different from those that

Named Plaintiffs now know or believe to be true with respect to the subject matter of Named Plaintiffs' Released Claims, those claims will remain released and forever barred. Thus, Named Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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.

4. Notwithstanding the foregoing, Named Plaintiffs do not waive or release any claim which cannot be waived or released by private agreement. Further, nothing in this Agreement shall prevent Named Plaintiffs from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Named Plaintiffs, however, understand that by signing this Agreement, Named Plaintiffs waive the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC, the DFEH or any other state or local deferral agency on Named Plaintiffs' behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

H. Settlement Administrator Responsibilities

1. The Settlement Administrator shall be responsible for preparing, printing and mailing to the Settlement Class and the PAGA Aggrieved Employees the Notice of Proposed Settlement of Class Action attached as Exhibit 2 hereto (the "Class Notice") as directed by the Court; calculating Class Member Payments and PAGA Member Payments; calculating and withholding all required state and federal taxes owed by the Settlement Class Members and Defendants, PAGA Aggrieved Employees, and Defendants; keeping track of opt-outs and

objections; drafting and mailing checks to Settlement Class Members and PAGA Aggrieved Employees; distributing Named Plaintiff Enhancement Payments, the Fees Award, the Costs Award, 75% of the PAGA Payment to the LWDA, and Settlement Administration Costs; issuing and reporting on all necessary W-2s and 1099s as identified within this Settlement Agreement and relating to distributions of funds made hereunder; providing weekly status reports to counsel for the Parties; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing and as otherwise required by the Court; and for such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

2. The Settlement Administrator's determination of eligibility for, and the amounts of, any Class Member Payment and PAGA Member Payment shall be conclusive, final and binding on all Parties, including all Settlement Class Members and PAGA Aggrieved Employees. The Settlement Administrator has no power or ability to increase the amount of the Gross Settlement Amount.

3. To the extent any tax returns must be filed for the Gross Settlement Amount pursuant to this Settlement Agreement, the Settlement Administrator shall cause to be timely and properly filed all informational and other tax returns, if any, necessary with respect to the Gross Settlement Amount. Such returns shall be consistent with this paragraph. Any expenses and/or costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, reasonable expenses of tax attorneys, accountants or other designees retained by the Settlement Administrator as required for the preparation and filing of tax returns described in this paragraph) shall be treated as, and considered to be, a cost of administration of the Settlement and shall be paid from the Settlement Administration Costs.

4. No person shall have any claim against Defendants, the Released Parties, Defendants' Counsel, Named Plaintiffs, Plaintiffs, Class Counsel or the Settlement

Administrator based on distributions and payments made in accordance with this Settlement Agreement.

I. Notice/Approval of Settlement and Settlement Implementation. As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary approval of the Settlement, notifying the Settlement Class and PAGA Aggrieved Employees, obtaining final Court approval of the Settlement, and processing the settlement payments:

1. Preliminary Approval of Settlement

a. Named Plaintiffs shall file a motion for preliminary approval of the Settlement in the Lawsuit by April 30, 2022, the hearing for which is set for June 17, 2022.

Named Plaintiffs shall seek the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval hearing.

b. In conjunction with the Preliminary Approval Hearing, Named Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include proposed forms of all notices and other documents as attached hereto necessary to implement the Settlement. Simultaneous with the filing of the motion for Preliminary Approval and solely for purposes of this Settlement, Named Plaintiffs will request the Court to enter the Proposed Preliminary Approval Order (“Preliminary Approval Order” or “Order”) (attached as Exhibit 4 hereto). The Order shall provide for notice of the Settlement and related matters to be sent to the Settlement Class and PAGA Aggrieved Employees as specified herein. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval, subject to review and comment by Defendants’ counsel who shall be provided a minimum of ten (10) days to review prior to filing and an opportunity to comment on the approval motion’s content.

2. LWDA Notice. Pursuant to the PAGA, concurrently with the filing of the motion for Preliminary Approval, Plaintiff will, pursuant to California Labor Code § 2699(I), provide notice of the proposed Settlement to the LWDA. The Parties intend and believe that the

notice pursuant to the procedures described in this section complies with the requirements of the PAGA.

3. Notice to Settlement Class.

a. Notice By First-Class Mail. Within fourteen (14) days after receipt of the Settlement Class and PAGA Aggrieved Employee List, the Settlement Administrator shall mail a class notice to the Settlement Class via first-class regular U.S. mail ("Class Notice"). The Settlement Class will have sixty (60) days from the mailing of the Class Notice to opt-out of or object to the Class Settlement ("Opt Out/Objection Period"). Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database information to update and correct for any known or identifiable address changes and, if necessary, perform reasonable skip-tracing efforts to locate the Settlement Class. If a new address is obtained by way of a returned Class Notice, the Settlement Administrator shall promptly forward the original Class Notice to the updated address via first-class regular U.S. mail indicating on the original Class Notice the date of such re-mailing.

b. Delivery of the Settlement Class and PAGA Aggrieved Employee Lists. Within ten (10) days of entry of the Preliminary Approval Order of this Settlement, Defendant will provide the Settlement Class and PAGA Aggrieved Employee List to the Settlement Administrator, which shall be used solely for the administration of this Settlement and for no other purpose, and shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because sensitive personal information is included in the Settlement Class and PAGA Aggrieved Employee List, the Settlement Administrator shall maintain the Settlement Class and PAGA Aggrieved Employee List securely and in confidence. Access to such Settlement Class and PAGA Aggrieved Employee List shall be limited to employees of the Settlement Administrator with a need to use the Settlement Class and PAGA Aggrieved Employee List for administration of the Settlement. In the event that the Settlement Agreement is not finally approved by the Court, or disapproved or vacated on appeal, the Settlement Administrator shall not thereafter use

the Settlement Class and PAGA Aggrieved Employee List, and shall destroy any and all copies or versions of it (including any in electronic form).

c. Notice Satisfies Due Process. Compliance with the notice procedures specified in this Settlement Agreement shall constitute due and sufficient notice to the Settlement Class and PAGA Aggrieved Employees of this Settlement and shall satisfy the requirements of due process. Nothing else shall be required of, or done by, the Parties, Class Counsel or Defendants' Counsel to provide notice of the proposed Settlement. In the event that the procedures in this Settlement Agreement are followed and the intended recipient of a Class Notice still does not receive the Class Notice, the intended recipient shall be a Settlement Class Member and will be bound by all the terms of the Settlement and the Final Approval entered by the Court if the Settlement becomes effective.

4. Objections or Exclusions.

a. Procedure for Objecting. The Notice shall provide that individuals in the Settlement Class who wish to object to the Settlement may submit a written objection to the Settlement Administrator and/or appear in person to object at the Final Approval Hearing. Any written objection must include the case name and number and only needs to provide a concise statement explaining why he or she objects along with any supporting documentation. The Settlement Administrator will promptly serve copies of any written objection on Class Counsel and Defense Counsel. Class Counsel shall lodge a copy of the objection with the Court. Such written statement of objection must be submitted to the Settlement Administrator no later than sixty (60) days after the date the Class Notice is first mailed (the "Objection/Exclusion Deadline Date"). No PAGA Aggrieved Employee may opt out or otherwise be excluded from the PAGA Settlement, as no such right exists under the law. An individual in the Settlement Class who does not timely submit a written objection to the Settlement Administrator may appear (or their representative may appear on their behalf) at the Final Approval Hearing to present to the Court oral objections or concerns with the Settlement, so long as they provide written notice, which may be by email, to Class Counsel, Defense Counsel, and the Court no

later than seven days prior to the date of the Final Approval Hearing of their intent to appear at the Final Approval Hearing. The Parties will be permitted to respond in writing to such objections prior to the Final Approval hearing. Any individual in the Settlement Class who fails to file and serve timely objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

b. Procedure for Requesting Exclusion. The Class Notice shall provide that individuals in the Settlement Class who wish to exclude themselves from the Settlement Class must submit a personally signed, written statement requesting exclusion from the Settlement Class on or before the Objection/Exclusion Deadline Date. The opt-out request must state in substance, words to the effect: "I have read the Class Notice and I wish to opt out of the Settlement Class in *Emmanuel Wright, et al. v. GWE, LLC et al.*, Los Angeles County Superior Court Case No. 21STCV03820. I understand that by requesting to be excluded from the Settlement Class, I will not receive a Class Member Payment. I also understand that I will still receive a PAGA Payment for my share of the PAGA Settlement, if I am entitled to such payment, because I cannot object to or exclude myself from the PAGA Settlement."

(1) Such written request for exclusion must contain the name, address, telephone number, and last four digits of Social Security number of the person requesting exclusion, must be returned by mail to the Settlement Administrator at the specified address, must be signed by the objecting individual in the Settlement Class personally, and must be postmarked on or before the Objection/Exclusion Deadline Date. 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 the postmark is illegible then the request for exclusion must arrive within three (3) calendar days after the Objection/Exclusion Deadline Date to be considered timely.

(2) Any individual in the Settlement Class who opts out of the Settlement Class will not be entitled to any recovery under the Class Settlement (which refers to

claims encompassed by the Class Payout Fund and excludes the PAGA claims) and will not be bound by the Settlement as it relates to the Class Settlement or have any right to object, appeal or comment in court on the Class Settlement. Any and all individuals in the Settlement Class who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline Date shall be Settlement Class Members and shall be bound by all terms of the Settlement and any final judgment entered in these actions if the Settlement is approved by the Court.

c. No Opt-Out or Objection to PAGA Settlement. PAGA Aggrieved Employees will not have the opportunity to opt out of the PAGA Settlement and release of the PAGA claims set forth in this Settlement Agreement and will receive their share of the PAGA Payment.

d. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties, or their counsel, seek to directly or indirectly solicit or otherwise encourage the Settlement Class to submit written objections to the Settlement or requests for exclusion from the Class Settlement, or appeal from the Court's final judgment.

5. Certification Reports by the Settlement Administrator.

a. The Settlement Administrator will, on a weekly basis during the Opt Out/Objection Period and for a reasonable period after the Objection/Exclusion Deadline Date, provide updates to Class Counsel and Defendants' Counsel as to the number of individuals in the Settlement Class who submitted (i) valid opt-out requests for exclusion; and (ii) objections. All written objections shall be provided to the Parties' counsel within five (5) calendar days of receipt by the Settlement Administrator. The Settlement Administrator shall also provide the names of any opt-outs to Defendant's counsel within five (5) calendar days of receipt. To the extent practicable, the weekly updates shall also provide updated data on the extent of Class Notices that are returned undeliverable and any re-mailing efforts.

b. Within ten (10) calendar days after the Objection/Exclusion Deadline Date, the Settlement Administrator will prepare a declaration to be provided to Class Counsel and Defendants' Counsel for filing in support of Named Plaintiffs' motion for final approval attesting to the following: (i) its mailing efforts regarding the Class Notice; (ii) its receipt of any valid and timely requests for exclusion, and its inability to deliver the Class Notice to the Settlement Class, if any; and (iii) the number of Settlement Class Members. The Settlement Administrator will also prepare and submit to Class Counsel and Defendants' Counsel for filing in support of the motion any supplemental declaration as may be needed.

6. Right of Defendants to Reject Settlement.

a. Option to Void Settlement. If, after the Objection/Exclusion Deadline Date, the number of employees in the Settlement Class who have timely submitted requests for exclusion total in number more than three (3) percent of the Settlement Class, Defendants shall have, in their sole discretion, the option to void this Settlement. In order to exercise this option, Defendants must notify Class Counsel in writing within ten (10) days after the Objection/Exclusion Deadline Date.

b. Escalator Clause. Defendants have estimated that the Settlement Class consists of approximately 220 individuals. Within seven (7) days of receipt of the Settlement Class and PAGA Aggrieved Employee List, the Settlement Administrator shall provide to all Parties the exact number of individuals in the Settlement Class. To the extent the number of Settlement Class Members increases beyond 220 by more than 10%, Defendants shall have the option to increase the Gross Settlement Amount by a proportionate amount. For example, if the number of Settlement Class Members increases by 11%, Defendants may increase the Gross Settlement Amount by 1%. If Defendants choose not to increase the Gross Settlement Amount pursuant to this paragraph, Plaintiffs shall have the right to terminate this Agreement and the Parties will be restored to their positions prior to the Settlement.

c. Nullification of Settlement Agreement. In the event: (i) the Court does not enter the Order specified herein; (ii) the Court does not finally approve the Settlement

as provided herein; (iii) the Court does not enter a final judgment as provided herein which becomes final as a result of the occurrence of the Effective Date; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void ab initio. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be borne equally by the Parties. In the event an appeal is filed from the Court's Final Approval, or any other appellate review is sought prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, pending the Effective Date.

7. Final Approval Hearing and Entry of Final Judgment.

a. Upon expiration of the Objection/Exclusion Deadline Date, with the Court's permission, a Final Approval hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for (i) the Fees Award and Costs Award, (ii) Named Plaintiffs Enhancement Awards, (iii) Settlement Administration Costs, (iv) Class Member Payments; and (v) the PAGA Payment. Upon final approval of the Settlement by the Court at or after the Final Approval hearing, the Parties shall present a Proposed Final Judgment (attached as Exhibit 3 hereto) to the Court for its approval. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval, including the final judgment.

b. The Settlement Administrator shall keep counsel for the Parties apprised of all fund distributions and upon completion of administration of that portion of the Settlement, the Settlement Administrator shall provide written certification, under penalty of perjury, of such completion to the Court and counsel for all Parties.

c. Upon completion of administration of the Settlement, Named Plaintiffs and Class Counsel shall provide written certification, under penalty of perjury, of such completion to the Court and Defendants' Counsel.

8. Administration Costs. All of Defendants' own legal fees, costs and expenses incurred in the Lawsuit shall be borne by Defendants. As set forth above, claims administration expenses will be paid from the Gross Settlement Amount. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

IV. Other Provisions

A. **Publicity.** Consistent with the provisions of California Evidence Code § 1123, once executed by the Parties, this Settlement is admissible in evidence and is not protected from disclosure pursuant to California Evidence Code §§ 1119 et seq. This Settlement is enforceable and binding, and all Parties expressly agree in writing to its disclosure if necessary to enforce its terms, including the releases set forth above. Except as set forth above, the Parties intend this Settlement to be and remain confidential until the motion for preliminary approval is filed. Neither Party may disclose this Settlement or the Parties' settlement terms to any third party (except to the agreed-upon Settlement Administrator) in any manner until the date of the filing of the motion for preliminary approval.

B. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communications with the press about the facts, amount or terms of the Settlement prior to approval. Named Plaintiffs and Class Counsel agree that, prior to final court-approval of the Settlement, they will keep the terms of the Settlement confidential except for purposes of communicating with Named Plaintiffs only and to the extent necessary to fulfill duties of Class Counsel, unless required by law. The terms of this Settlement shall be kept strictly confidential until such time as the long form agreement (or this Settlement) is submitted to the Court. Class Counsel shall not, at any time, advertise or mention the terms of the Settlement on personal or firm website(s); shall not

discuss the terms of the Settlement with media, general public, or issue press releases; and shall limit any statements regarding the terms of the Settlement to that information that is publicly available. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with Settlement Class Members regarding the Settlement.

C. Privacy of Documents and Information. Named Plaintiffs and Class Counsel agree that none of the documents and information provided to them by Defendants shall be used for any purpose other than this Settlement.

D. No Admission By the Released Parties.

1. The Released Parties, including Defendants, deny any and all claims alleged in the Lawsuit and deny any and all wrongdoing whatsoever. Defendants specifically disclaim any liability to Named Plaintiffs or any other PAGA Aggrieved Employee or Settlement Class Member for any alleged violation of their rights, or for any alleged violation of any order, law, statute, duty or contract, or for any allegation in the Lawsuit. This Settlement Agreement shall not be used against Defendants or any of the Released Parties as an admission or indication with respect to any claim of any fault, concession or omission by Defendants or any of the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall in any event be: (1) 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 any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (2) disclosed, referred to or offered or received in evidence against any of the Released Parties, in any further proceeding in the Lawsuit, or any other civil, criminal or administrative action or proceeding, except for purposes of settling the Lawsuit pursuant to this Settlement Agreement.

2. The Released Parties, including Defendants, shall have the right to use this Settlement, including the Releases set forth above, to defend against any claims asserted by or on behalf of Settlement Class Members, PAGA Aggrieved Employees, or the LWDA, that are encompassed within the Releases, whether such claims are asserted in the Lawsuit or any other lawsuit.

E. Exhibits and Headings. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits 1-4, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

F. Interim Stay of Proceedings. The Parties agree to hold all proceedings in the Lawsuit, except such proceedings necessary to implement and complete the Settlement, in abeyance pending the Final Approval hearing to be conducted by the Court.

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

H. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entire agreement among these Parties with respect to resolution of the Lawsuit. To the extent there are any other oral or written agreements relating to the subject matter of this Settlement Agreement, this Settlement Agreement controls and supersedes all such agreements. No oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in this Settlement Agreement and any attached Exhibits.

I. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent and who are signing this Settlement Agreement, to negotiate this Settlement Agreement and to take all

appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

J. Binding on Successors and Assigns. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

K. California Law Governs. All terms of this Settlement Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

L. Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Settlement Agreement shall exchange among themselves original signed counterparts. Photographic, electronic or facsimile copies of any such signed counterparts may be used in lieu of the original for any said purpose.

M. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Lawsuit and have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after a full day of mediation followed by weeks of extensive negotiations.

N. Jurisdiction. The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

O. Cooperation and Drafting. Each of the Parties has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction made to this Settlement Agreement, the same shall not be construed against any of the Parties.

P. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

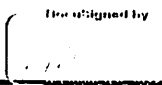
Q. Severability. Should any clause or provision of this Settlement Agreement be declared illegal or unenforceable, it shall be modified or reformed as minimally necessary to be enforceable. If the provision cannot be modified or reformed to be enforceable, such provision shall be severed and deemed null and void, leaving the remainder of this Settlement Agreement in full force and effect.

R. Named Plaintiff General Release Remains Effective. Named Plaintiffs agree to sign this Settlement Agreement, and by signing this Settlement Agreement are bound by the terms herein stated upon final approval, including without limitation the general release set forth above. Named Plaintiffs shall retain their rights to participate as Settlement Class Members under this Settlement Agreement, and agree that they may not opt out of the Settlement Class.

Having read and understood the terms of this Settlement Agreement, the Parties sign below to accept and agree to the terms of this Settlement

PLAINTIFF

Date: 4/24/2022

The signed by

Emmanuel Wright

PLAINTIFF

Date: 4/20/2022

DocuSigned by:
Ashley Diane Currie
Ashley Diane Currie

PLAINTIFF

Date: 4/20/2022

DocuSigned by:
Karim Benzakour
Karim Benzakour

PLAINTIFF

Date: 4/20/2022

DocuSigned by:
Randal Davis
Randal Davis

DEFENDANT

Date: 4/2 /2022

DocuSigned by:
John Grudyma
GWE, LLC
DEFENDANT

Date: 4/2 /2022

DocuSigned by:
Paul Slasivus
WPP Group USA, Inc.

APPROVED AS TO FORM

Date: 4/20/2022

KIM LEGAL, APC
DocuSigned by:
Frank Kim
Frank H. Kim
Attorneys for Plaintiffs Emmanuel Wright, Ashley Diane Currie, Karim Benzakour, and Randal Davis

Date: 4/2 /2022

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
DocuSigned by:
Paul Cowie
Paul S. Cowie
Attorney for Defendants GWE, LLC and WPP Group USA, Inc.

LIST OF EXHIBITS

1. PAGA Notice
2. Class Notice
3. Proposed Final Judgment
4. Proposed Preliminary Approval Order

EXHIBIT 1

KIM LEGAL, APC

3435 Wilshire Blvd., Suite 2700 • Los Angeles, California 90010
Telephone: 323.482.3300 • Facsimile: 866.652.7819

Frank H. Kim
(323) 323-482-3300
fkim@kim-legal.com

March 17, 2021

VIA CERTIFIED MAIL

GWE, LLC
c/o Davis & Gilbert LLP
1740 Broadway, 3rd Floor
New York, NY 10019

***Re: Emmanuel Wright v. GWE, LLC, et al.
California Labor Code § 2699 Penalties
LWDA Case No. LWDA-CM-826234-21
LASC Case No. 21STCV03820***

To Whom It May Concern:

This office represents Emmanuel Wright (“Plaintiff”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004 under California Labor Code § 2698, *et. seq.*

Plaintiff alleges that GWE, LLC (“Townhouse”) and WPP Group USA, Inc. (“WPP Group USA”) (together, “Defendants”) are joint employers because each directly or indirectly, itself or through its agents, employed or exercised control over the wages, hours, and/or working conditions of Plaintiff and/or had the right to control the manner or means of accomplishing the result desired. Moreover, Defendants had the power to prevent, but failed to prevent, the violations articulated herein from occurring, despite their knowledge of the same.

Plaintiff also alleges that Townhouse and WPP Group USA are affiliated entities of each other that share common ownership and control over management and administrative functions. Plaintiff alleges that WPP Group USA controls the accounting, employment, legal, payroll, human resources, and/or management services for Townhouse such that WPP Group USA is liable for the claims alleged herein under an integrated enterprise theory.

On November 14, 2020, Defendants employed Plaintiff as a background talent to appear in a video commercial for Investco entitled “Steve and Self Driving Car.” Defendants promised to pay Plaintiff \$400 for a 10-hour day. Plaintiff worked at least 10 (ten) hours on November 24, 2020 with no meal and rest break as required under California law.

On or about December 1, 2020, Defendants sent Plaintiff his paycheck for the gross amount of \$400. Defendants failed to compensate Plaintiff for his overtime premium and failed to pay his meal and rest break premium. As a result of Defendants’ violations of California law, Plaintiff was denied his fundamental employment rights, including but not limited to, the right to overtime

March 17, 2021

Page 2

wages, the right to prompt payment of full wages upon termination of employment, the right to lawful meal and rest breaks (or compensation therefore), and the right to accurate, itemized wage statements.

Plaintiff alleges that Defendants failed to comply with one of more of the Labor Code violations as described herein and is, therefore, liable for civil penalties under California Labor Code § 2698 *et seq.*

Unlawful Failure to Pay Overtime Wages

Defendants have a policy and practice to pay Plaintiff and the aggrieved non-exempt employees a predetermined salary or amount and not for all hours worked, including overtime hours. As a result of the violations of California Labor Code §§ 510 and 1194 for failure to pay overtime, Defendants are liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Period and Reset Breaks

Defendants failed to maintain a policy that provides their employees with off-duty meal periods as required by California law. Plaintiff alleges that he and the aggrieved employees were not provided with a meal period for every five (5) hours or, in the case of Extra Players under Wage Order 12-2001, a meal period for every six (6) hours. Plaintiff also contends that he and the other aggrieved employees were not given all appropriate rest breaks. Specifically, Plaintiff and other aggrieved employees assert that Defendants did not provide duty free off-the-clock meal breaks and duty-free paid rest breaks at the required times. As a result of the violations of California Labor Code §§ 226.7 and 512, Defendant is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Willful Misclassification

Defendants violated Labor Code § 226.8 by knowingly and willfully misclassifying Plaintiff and the aggrieved employees as independent contractors in order to avoid complying with California labor laws and their tax obligations and employers. As such, Plaintiff and the other aggrieved employees are entitled to penalties of not less than \$5,000 and not more than \$15,000 for each violation. Further, Plaintiff contends that Defendants have engaged in a pattern or practice of misclassifying employees in various productions. As such, Plaintiff and other aggrieved employees are entitled to penalties in the amount not less than \$15,000 and not more than \$25,000 for each violation.

Unlawful Failure to Provide Notice to Employees

Defendants violated Labor Code § 2810.5 by failing to provide written notice to Plaintiff and the aggrieved employees. Specifically, Defendants failed to provide Plaintiff and the aggrieved employees with written notice containing information of the name of their employer,

March 17, 2021

Page 3

including any “doing business as” names used by the employer, the physical address and telephone number of the employer’s main office, the name, address, and telephone number of the employer's workers’ compensation insurance carrier, and the rate of pay. As such, Plaintiff contend that he and the aggrieved employees are entitled to penalties in the amount of \$100 for each first violation and \$200 for each subsequent violation pursuant to Labor Code § 2699(f)(2).

Unlawful Failure to Furnish Accurate Wage Statements

Defendants violated California Labor Code § 226(a), which requires that every employer furnishes its employees with an accurate itemized statement in writing showing gross wages earned, hours worked, and rates of pay. Plaintiffs and the aggrieved employees were not paid their overtime wages and meal and rest break premiums with wage statements that included the required information. As a result of the violations of California Labor Code § 226(a), Defendants are liable for civil penalties pursuant to California Labor Code §§ 226.3 and 2698 *et seq.*

Unlawful Failure to Pay Wages Due Upon Termination

Defendants have violated California Labor Code §§ 201-204 by willfully failing to pay all compensation due and owing to all former non-exempt employees at the time employment was terminated. Plaintiffs and the other aggrieved employees were not paid their overtime pay and/or meal and rest break premiums. Pursuant to Labor Code §§ 203 and 256, the aggrieved employees are entitled to recover up to thirty (30) days of wages due to Defendants’ willful failure to comply with the statutory requirements of §§ 201 and 202 of the Labor Code. Additionally, because Defendants violated California Labor Code §§ 201 and 203, Defendants are liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

Conclusion

Defendants have violated or has caused to be violated a number of California wage and hour laws. Plaintiff requests that the agency investigate the above allegations and provide notice of the allegations pursuant to PAGA’s provisions. Alternatively, Plaintiff requests the agency inform them if it does not intend to investigate these violations so that Plaintiff may pursue a claim under the PAGA pursuant to Labor Code § 2698 *et seq.*

Sincerely,



KIM LEGAL, APC
Frank H. Kim

EXHIBIT 2

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

LOS ANGELES COUNTY SUPERIOR COURT

To: All persons employed by GWE, LLC and WPP Group USA, Inc. who served as background talent or extras and were compensated at a fixed salary from February 1, 2017 through [the date the court preliminarily approves the Settlement].

You are receiving this Notice because a proposed settlement has been reached in *Emmanuel Wright, et al. v. GWE, LLC et al.*, Los Angeles County Superior Court Case No. 21STCV03820 (the “Lawsuit”). You may be entitled to benefits as a member of the Settlement Class if the Court approves the Settlement described in this Notice. Your options with respect to the Settlement are explained in further detail below.

THIS NOTICE AFFECTS YOUR LEGAL RIGHTS.
PLEASE READ IT CAREFULLY.

This is not a solicitation from a lawyer. A Court has authorized this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT ARE:	
Do Nothing	If you want to participate and receive your share of the money from the Class Settlement, you do <u>not</u> need to do anything. If you do nothing, you will be mailed a settlement payment and you will be releasing certain claims.
Object	If you want to object to the Class Settlement, you may submit in writing and/or appear in court to argue the reason(s) why you think the Class Settlement should not be approved.
Exclude Yourself	If you exclude yourself (or “opt-out”) from the Class Settlement, you will <u>not</u> receive any share of the money from the Class Settlement and will keep your right to bring certain claims.

YOUR RIGHTS AND OPTIONS AND THE DEADLINES
TO EXERCISE THEM ARE EXPLAINED IN THIS NOTICE

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the “Settlement”) has been reached between Plaintiffs Emmanuel Wright, Ashley Diana Currie, Karim Benzakour, and Randal Davis (“Named Plaintiffs”) and GWE, LLC (“GWE”) and WPP Group USA, Inc. (“WPP”) (collectively, “Defendants”) in a proposed class action also brought under the California Private Attorneys General Act (“PAGA”) pending in the Los Angeles County Superior Court, brought on behalf of all current and former non-exempt employees in California who served as background talent or extras for Defendants and were compensated at a fixed salary during the time period of February 1, 2017 through the date the Settlement is preliminarily approved by the Court (the “Settlement Class”).

On _____, the Court preliminarily approved the proposed Settlement and certified the Settlement Class for purposes of Settlement only. You have received this Notice because Defendants’ records indicate that you are a member of the Settlement Class. This Notice is designed to inform you of how you can participate in the Settlement, request to be excluded from the non-PAGA portion of the Settlement (the “Class Settlement”), or object to the Class Settlement. **Unless you submit a request to be excluded from the Class Settlement, the Class Settlement, if finally approved by the Court, will be binding on you.**

WHAT IS THIS LAWSUIT ABOUT?

On February 1, 2021, Mr. Wright, a former extra engaged by GWE, filed a wage and hour action on behalf of current and former employees of Defendants who served as background talent or extras and who were compensated at a fixed salary. Mr. Wright filed an amended complaint on June 8, 2021, and a second amended complaint on February 23, 2022 (the “Lawsuit”). The Lawsuit alleges causes of action for: (1) failure to provide rest breaks; (2) failure to pay overtime wages; (3) waiting time penalties; (4) failure to provide itemized wage statements; (5) violation of Private Attorneys General Act; and (6) Unlawful and Unfair Business Practices.

The Lawsuit seeks compensatory damages, restitution and disgorgement of profits, penalties, interest, liquidated damages, attorneys’ fees and costs, and injunctive relief. Defendants deny all allegations in their entirety, vigorously maintain that Defendants pay all extras and background talent properly under the law, and asserted numerous affirmative defenses to the allegations in the Lawsuit.

The parties have conducted a significant investigation of the facts and law during the prosecution of the Lawsuit, including the exchange of information and documents. The parties have held numerous meetings and informal conferences wherein they exchanged information and theories of the case. The parties participated in a mediation and subsequent settlement discussions and reached a Settlement. The Settlement resolves all claims in the Lawsuit.

This Settlement represents a compromise and settlement of highly disputed claims. Nothing in this Notice is intended or will be construed as an admission by Defendants that Plaintiffs' claims in the Lawsuit have merit or that Defendants have any liability to Plaintiffs or the Settlement Class.

The Parties and their counsel have concluded that the Settlement is fair, reasonable and adequate, considering the costs, interruptions, risks and uncertainties to each side of continued litigation and Plaintiffs and their counsel believe the Settlement is in the best interests of Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement Class if you fall within the following definition:

All current and former non-exempt employees in California who served as background talent or extras and who were compensated by Defendants at a fixed salary during the time period of February 1, 2017 through the date the Settlement is preliminarily approved by the Court (the "Settlement Class").

WHO IS CLASS COUNSEL?

Frank H. Kim of Kim Legal, APC and Helen U. Kim of Helen Kim Law, APC are counsel for Plaintiffs Emmanuel Wright, Ashley Diana Currie, Karim Benzakour, and Randal Davis, as well as the Settlement Class ("Class Counsel").

SUMMARY OF THE SETTLEMENT

WHAT ARE THE BENEFITS OF THE SETTLEMENT?

1. Defendants will pay a Gross Settlement Amount of \$335,000 to settle the Lawsuit. The Gross Settlement Amount will fund all payments to be made under the Settlement, including any Fees Award and Costs Award to Class Counsel, Named Plaintiff Enhancement Payments, the Class Member Payments, the PAGA Payment (which includes payments to the LWDA), and Settlement Administration Costs, as described below.

Following the court-approved deductions from the Gross Settlement Amount, the remaining amount will be the Class Payout Fund, which will be distributed to Settlement Class Members who do not timely request to be excluded from the Settlement. Class Member Payments will be made on a pro-rata basis, based on the number of pay periods each Settlement Class Member worked during the Settlement Class Period.

2. A Settlement Class Member is not required to submit a claim form in order to be eligible for and to receive a Class Member Payment.

3. Excluded from becoming Settlement Class Members are those individuals who submit valid and timely requests for exclusion pursuant to the terms and procedures of the Notice. However, PAGA Aggrieved Employees cannot exclude themselves from the PAGA portion of the Settlement. “PAGA Aggrieved Employees” means all current and former non-exempt employees in California who served as background talent or extras for Defendants and were compensated at a fixed salary during the PAGA Period. “PAGA Period” means the period of March 17, 2020 through the date the settlement is preliminarily approved by the Court.
4. **Court-Approved Deductions.** Should the Court approve the Settlement, the following court-approved deductions shall be made from the Gross Settlement Amount:
 - a. **Class Counsel’s Fees Award and Costs Award.** Class Counsel have represented and continue to represent the Settlement Class on a contingency-fee basis. That means that attorneys’ fees are paid only if money is recovered for the Settlement Class. It is common to award attorneys’ fees as a percentage of the settlement amount negotiated by the attorneys for the Settlement Class. As part of the final approval hearing, Class Counsel will request up to one third of the Gross Settlement Amount for their attorneys’ fees in connection with their work in this case, and reimbursement of their reasonable litigation costs and expenses that were advanced by Class Counsel in connection with the Lawsuit up to \$12,000.
 - b. **Named Plaintiff Enhancement Payments.** In addition to their Class Member Payments as Settlement Class Members, the Named Plaintiffs will seek approval from the Court for payments of \$7,500 each (for a total of \$30,000) in consideration for their service in initiating and pursuing the Lawsuit, and undertaking the risk of liability for attorneys’ fees and expenses in the event they were unsuccessful in the prosecution of the Lawsuit. These payments, if approved by the Court, will be paid in addition to each Named Plaintiff’s Class Member Payment, and will be made out of the Gross Settlement Amount.
 - c. **PAGA Payment.** The parties will seek approval from the Court to designate \$25,000 of the Gross Settlement Amount as penalties recoverable under the California Private Attorneys General Act. 75% of this amount, or \$18,750, will be paid to the California Labor and Workforce Development Agency, as required by law. The remaining 25% of this amount, or \$6,250, will be distributed to the PAGA Aggrieved Employees on a pro-rata basis and paid in addition to any Class Member Payments.
 - d. **Settlement Administration Costs.** If approved by the Court, the reasonable costs of administering the Settlement, including the Settlement Administrator’s fees and expenses, which are estimated to be approximately \$8,200, will be paid out of the Gross Settlement

Amount.

How much is my Settlement Payment?

Your total estimated pay periods are _____. **Your anticipated approximate Class Member Payment is _____.** The exact amount of the Class Member Payment could vary, depending upon various factors, including (1) whether any Settlement Class Members dispute the number of pay periods credited to them; and (2) whether any additions or deletions are made to the number of Settlement Class Members. 75% of your Class Member Payment will be allocated as W-2 wages, and 25% will be allocated as penalties and interest.

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT?

If the Court approves the proposed Settlement, it will enter a judgment as to all Settlement Class Members who do not timely request exclusion from the Settlement. This means that Settlement Class Members, including the Named Plaintiffs, who do not exclude themselves, will be barred from bringing their own lawsuits for recovery against Defendants for any and all “Released Claims,” which are defined as:

- Any and all claims that arose during the Settlement Class Period based on the facts alleged or that could have been alleged in the Lawsuit for failure to pay minimum wages; failure to pay straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and/or interest; missed, late, short or interrupted meal and/or rest periods, including any claim for any alleged failure to provide meal or rest periods or pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate records; unlawful and unfair business practices; and attorneys’ fees and costs. The claims released by the Settlement Class Members also include any and all claims that arise out of or in connection with the claims and facts alleged in the Lawsuit, and any claims which could have been asserted in the Lawsuit arising from the alleged facts and/or primary rights alleged to have been invaded to the fullest extent permitted by law. This release includes claims alleging a violation of the Wage Orders of the California Industrial Welfare Commission, including but not limited to Wage Order 12-2001; the California Labor Code (including, but not limited to, sections 201-203, 204, 205.5, 210, 212, 216, 218, 218.5, 218.6, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 245, 246, 248, 248.1, 450, 510, 511, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 1199, and 2698 et seq.); California Business and Professions

Code section 17200, et seq.; the California Civil Code, including but not limited to, sections 3287, 3289, 3336 and 3294; 8 CCR § 11120; California Code of Civil Procedure § 1021.5; the California common law of contract; and the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*

- Any and all claims under PAGA that arose during the PAGA Settlement Period based on the facts alleged in Mr. Wright's notice letter to the Labor & Workforce Development Agency and/or Plaintiffs' Lawsuit, which are or could be the basis of claims under the California Labor Code for unpaid wages, including, but not limited to, failure to pay minimum wages; failure to pay straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and/or interest; missed, late, short or interrupted meal and/or rest periods, including any claim for any alleged failure to provide meal or rest periods or pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate records; unlawful and unfair business practices; and attorneys' fees and costs. The claims released by the PAGA Aggrieved Employees also include any and all claims under PAGA, Cal. Lab. Code § 2698 *et seq.*, that arise out of or in connection with the claims and facts alleged in the Lawsuit, and any claims which could have been asserted in the Lawsuit arising from the alleged facts and/or primary rights alleged to have been invaded to the fullest extent permitted by law. This release includes claims under PAGA alleging a violation of the Wage Orders of the California Industrial Welfare Commission, including but not limited to Wage Order 12-2001; and/or alleging a violation of the California Labor Code (including, but not limited to, sections 201-203, 204, 205.5, 210, 212, 216, 218, 218.5, 218.6, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 245, 246, 248, 248.1, 450, 510, 511, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 1199, and 2698 *et seq.*).

The release of claims in the Settlement excludes the release of claims not permitted by law.

WHAT HAPPENS IF THE COURT DOES NOT APPROVE THE SETTLEMENT?

If the Court does not approve the proposed Settlement, the Lawsuit will proceed as if no settlement has been attempted and there can be no assurance that the Settlement Class Members will recover more than is provided for in this Settlement or anything at all.

WHEN IS THE FINAL SETTLEMENT APPROVAL HEARING?

A hearing will be held before the Honorable Elihu Berle of the Los Angeles County Superior Court

on **INSERT DATE AND TIME**, in Department 6, 312 North Spring Street, Los Angeles, CA 90012. The purpose of the hearing is for the Court to determine final approval of the Settlement along with the amount properly payable for (i) the Fees Award and Costs Award, (ii) Named Plaintiffs' Enhancement Payments, (iii) the Settlement Administration Costs, (iv) Class Member Payments; and (v) the PAGA Payment. **The time and date of this hearing may be changed without further notice. Settlement Class Members are advised to check the Court's website to confirm that the date and/or time of the hearing has not been changed.**

Will my decision about whether to participate in the Settlement affect my employment with Defendants?

No. Defendants are prohibited by law from retaliating against any employee for participating in this Settlement.

Should I get my own lawyer in this case?

The Court has approved the law firms of Kim Legal, APC and Helen Kim Law, APC as Class Counsel. Class Counsel represents you and all Class Members in the Class Action. You also have the right to hire an attorney (at your own cost) to represent you, or to enter an appearance and represent yourself.

WHAT ARE MY OPTIONS REGARDING THE SETTLEMENT?

If you are receiving this Notice, you have the following options:

- **Participate Fully in the Settlement:** To receive a monetary payment from this Settlement, Settlement Class Members are not required to do anything.
- **Request to be Excluded:** Settlement Class Members who wish to exclude themselves from the Settlement Class must submit a signed, written statement requesting exclusion from the Settlement Class on or before **INSERT DATE** ("Objection/Exclusion Deadline Date"). The opt-out request must state in substance:

"I have read the Class Notice and I wish to opt out of the Settlement Class in Emmanuel Wright, et al. v. GWE, LLC et al., Los Angeles County Superior Court Case No. 21STCV03820. I understand that by requesting to be excluded from the Settlement Class, I will not receive a Class Member Payment. I also understand that I will still receive a PAGA Payment for my share of the PAGA Settlement, if I am entitled to such payment, because I cannot object to or exclude myself from the PAGA Settlement."

Such written request for exclusion must contain the name, address, telephone number, and

last four digits of Social Security number, and must be returned by mail to the Settlement Administrator at the following address: **INSERT ADDRESS**, must be signed by the objecting individual in the Settlement Class personally, and must be postmarked on or before the Objection/Exclusion Deadline Date. **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 the postmark is illegible then the request for exclusion must arrive within three (3) calendar days after the Objection/Exclusion Deadline Date to be considered timely.

Any person who opts-out of the Settlement Class will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal or comment thereon. Absent good cause found by the Court, individuals who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline Date shall be Settlement Class Members and shall be bound by all terms of the Settlement and any Final Judgment entered in the Lawsuit if the Settlement is approved by the Court. PAGA Aggrieved Employees cannot opt-out or exclude themselves from the PAGA portion of the Settlement.

- **Object:** You can ask the Court to deny approval of the Settlement by submitting an objection. **You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement.** If the Court denies approval, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

Anyone in the Settlement Class who wishes to object to the Settlement may submit a written objection to the Settlement Administrator, who then packages the documents for counsel and the court, and/or appear in Court to object at the Final Approval Hearing.

All written objections must be submitted no later than the Objection/Exclusion Deadline Date of _____, 2022. An individual in the Settlement Class who does not timely submit a written objection to the Settlement Administrator may appear (or their representative may appear on their behalf) at the Final Approval Hearing to present to the Court oral objections or concerns with the Settlement, so long as they provide written notice, which may be by email, to Class Counsel, Defense Counsel, and the Court no later than seven days prior to the date of the Final Approval Hearing of their intent to appear at the Final Approval Hearing. The Parties will be permitted to respond in writing to such objections prior to the Final Approval hearing. Any individual in the Settlement Class who fails to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If the Settlement Class Member satisfies the requirements to object to the Settlement, he or she may opt to appear at the Final Approval Hearing with or without his or her own attorney. Where the Settlement Class Member opts to appear through his or her own attorney, he or she is responsible for hiring and paying that attorney.

**COUNSEL FOR THE PARTIES MAY BE CONTACTED AT THE ADDRESSES
BELOW:**

DEFENSE COUNSEL

SHEPPARD MULLIN
RICHTER & HAMPTON
Harrison Thorne
hthorne@sheppardmullin.com
333 South Hope Street, 43rd
Floor
Los Angeles, CA 90071

CLASS COUNSEL

KIM LEGAL, APC
Frank H. Kim
f-kim@kim-legal.com
3435 Wilshire Blvd., Suite
2700
Los Angeles, CA 90010
HELEN KIM LAW, APC
Helen U. Kim
helen@helenkimlaw.com
3435 Wilshire Blvd., Suite
2700
Los Angeles, CA 90010

ARE THERE MORE DETAILS AVAILABLE?
--

This notice summarizes the proposed Settlement Agreement. You may obtain a copy of the Settlement Agreement by contacting Class Counsel at the addresses above. The pleadings and other records in this litigation may be examined online on the Los Angeles County Superior Court's website, known as 'DomainWeb,' at <https://www.lacourt.org>. After arriving at the website, click the "ONLINE SERVICES" tab, scroll down to CIVIL, then click on "CIVIL CASE ACCESS." Enter 21STCV03820 as the case number and click "SEARCH." You will be shown the Court's Docket for this case. Click on "Click here to access document images for this case." You will need to create an account to access the documents.

For any additional inquiries concerning this case, you may also contact the Claims Administrator, the ILYM Group, at **INSERT CONTACT INFORMATION**.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

EXHIBIT 3

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

EMMANUEL WRIGHT, individually and on behalf of all others similarly situated, and in his representative capacity; ASHLEY DIANA CURRIE, individually and on behalf of all others similarly situated; KARIM BENZAKOUR, individually and on behalf of all others similarly situated; and RANDAL DAVIS, individually and on behalf of all others similarly situated,

Plaintiff,

v.

GWE, LLC, a foreign limited liability company; WPP Group USA, Inc., a foreign corporation; and DOES 1 through 50, inclusive,

Defendant.

Case No. 21STCV03820

[PROPOSED] FINAL JUDGMENT

Assigned for All Purposes to:
Hon. Elihu M. Berle, Dept. 6

[Complaint Filed: February 1, 2021]

1 Plaintiffs Emmanuel Wright, Ashley Diane Currie (erroneously named as Ashley Diana
2 Currie), Karim Benzakour, and Randal Davis's ("Named Plaintiffs") motion for final approval of
3 the parties' Settlement Agreement of Class Action and Private Attorneys General Act Claims
4 ("Settlement" or "Settlement Agreement") in the action entitled *Emmanuel Wright, individually and*
5 *on behalf of all others similarly situated, v. GWE, LLC, et al.*, Case No. 21STCV03820 (the
6 "Lawsuit") under Code of Civil Procedure 382 was heard on _____, 2022 in Department 6
7 of the above captioned Court, the Honorable Elihu M. Berle presiding. Defendants GWE, LLC and
8 WPP Group USA, Inc. did not oppose Named Plaintiffs' motion. Having considered the papers and
9 arguments of counsel, and good cause appearing, it is hereby ORDERED, ADJUDGED, AND
10 DECREED:

11 1. The Court hereby enters final judgment in favor of Plaintiffs in the amount of
12 \$335,000.00 in accordance with the terms of the Settlement Agreement. This Judgment incorporates
13 by reference all definitions in the parties' Settlement Agreement and all terms used herein shall have
14 the same meanings as set forth in the Settlement Agreement.

15 2. The Court finds that the Parties have complied with the terms of the Preliminary
16 Approval Order entered on _____, 2022.

17 3. Notice of the Proposed Settlement of Class Action was provided to the Settlement
18 Class, as set forth in the Settlement Agreement. The form and manner of notice were approved by
19 the Court in its Preliminary Approval Order, and the notice process has been completed in
20 conformity with the Court's Order. The Court finds that said notice was the best notice practicable
21 under the circumstances and fully satisfied the requirements of California Code of Civil Procedure
22 382, California Rules of Court 3.766 and 3.769, and due process.

23 4. The Court has considered all timely filed written objections and oral objections
24 presented at the Final Approval hearing. The Court overrules these objections and finds that the
25 Settlement is fair, reasonable, and adequate.

26 5. The Court finds that the Fees Award to Class Counsel in the amount of
27 \$ _____ as contemplated by the Settlement Agreement is fair, reasonable and adequate,
28 and is therefore approved.

1 6. The Court finds that the Costs Award to Class Counsel in the amount of
2 \$ _____ is fair, reasonable, and adequate, and is therefore approved.

3 7. The Court finds that the Named Plaintiff Enhancement Payments in the amounts of
4 \$7,500 each, for a total of \$30,000, as set forth in the Settlement Agreement, are fair, reasonable,
5 and adequate, and are therefore approved.

6 8. The Court finds that the Settlement Administration Costs in the amount of \$8,200 is
7 fair, reasonable, and adequate, and is therefore approved.

8 9. The Court finds that the PAGA Payment in the amount of \$25,000, of which \$18,750
9 will be paid to the California Labor Workforce and Development Agency and \$6,250 will be paid
10 to the PAGA Aggrieved Employees, as set forth in the Settlement Agreement, is fair, reasonable,
11 and adequate, and satisfies the requirements of Cal. Labor Code §§ 2698, *et seq.*

12 10. Defendants and the Settlement Administrator are directed to fund and distribute the
13 Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

14 11. By operation of this Judgment, the Settlement Class Members, other than Class
15 Members who timely requested exclusion from the Settlement Class as defined in the Settlement
16 Agreement, have released the Released Parties from any and all class claims released in the
17 Settlement Agreement, which include any and all claims the Settlement Class Members may have
18 against Defendants and/or the Released Parties that arise out of or arise in connection with the claims
19 and facts alleged in the Lawsuit, and any claims which could have been asserted in the Lawsuit
20 arising from the alleged facts and/or primary rights alleged to have been invaded to the fullest extent
21 permitted by law.

22 12. By operation of this Judgment, PAGA Aggrieved Employees and the State of
23 California have released the Released Parties from any and all claims under the California Private
24 Attorneys General Act, Cal. Lab. Code §§ 2698, *et seq.* that were released in the Settlement
25 Agreement, which includes any and all claims that PAGA Aggrieved Employees or the State of
26 California may have against Defendants and/or the Released Parties that arise out of or arise in
27 connection with the claims and facts alleged in the Lawsuit, and any claims which could have been
28

1 asserted in the Lawsuit arising from the alleged facts and/or primary rights alleged to have been
2 invaded to the fullest extent permitted by law.

3 13. This Order and Judgment binds: (1) all Settlement Class Members; and (2) with
4 respect to PAGA claims, the State of California and all PAGA Aggrieved Employees.

5 14. Without affecting the finality of Judgment in any way, the Court retains jurisdiction
6 of all matters relating to the interpretation, administration, implementation, effectuation, and
7 enforcement of this Judgment and the Settlement Agreement.

8 15. Neither Defendants nor any Released Party shall have any further liability for costs,
9 expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
10 for by the Settlement Agreement.

11 16. Neither the making of, nor the entry into, the Settlement Agreement is an admission
12 by Defendants, nor is this Judgment a finding of validity of any claim in the Lawsuit or of any
13 wrongdoing. The Settlement Agreement is not a concession, and shall not be used as an admission
14 of wrongdoing or fault. Carrying out the terms of the Settlement Agreement may not be construed
15 as an admission or concession by or against Defendants or any related person or entity, including
16 any of the Released Parties.

17 17. The Parties will bear their own costs and attorneys' fees except as otherwise provided
18 by this Judgment awarding Class Counsel's Fees Award and Costs Award.

19 **IT IS SO ORDERED.**

20
21
22 DATED: _____

23 _____
24 HONORABLE ELIHU M. BERLE
25 SUPERIOR COURT OF CALIFORNIA
26
27
28

EXHIBIT 4

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

EMMANUEL WRIGHT, individually and on behalf of all others similarly situated, and in his representative capacity; ASHLEY DIANA CURRIE, individually and on behalf of all others similarly situated; KARIM BENZAKOUR, individually and on behalf of all others similarly situated; and RANDAL DAVIS, individually and on behalf of all others similarly situated,

Plaintiff,

v.

GWE, LLC, a foreign limited liability company; WPP Group USA, Inc., a foreign corporation; and DOES 1 through 50, inclusive,

Defendant.

Case No. 21STCV03820

[PROPOSED] ORDER CONDITIONALLY CERTIFYING A CLASS FOR SETTLEMENT PURPOSES AND PRELIMINARILY APPROVING CLASS SETTLEMENT

Assigned for All Purposes to:
Hon. Elihu M. Berle, Dept. 6

[Complaint Filed: February 1, 2021]

1 The motion by Plaintiffs Emmanuel Wright, Ashley Diane Currie (erroneously named as
2 Ashley Diana Currie), Karim Benzakour, and Randal Davis (“Named Plaintiffs”) to conditionally
3 certify a class for settlement purposes only and to preliminarily approve a class settlement under
4 California Code of Civil Procedure 382 was heard on _____, 2022 in Department 6 of the
5 above captioned Court, the Honorable Elihu M. Berle presiding. Defendants GWE, LLC and WPP Group
6 USA, Inc. did not oppose Named Plaintiffs’ motion. Having considered the papers and arguments of counsel,
7 and good cause appearing, the Court hereby ORDERS as follows:

8 1. The Court preliminarily approves the Settlement as set forth in the Settlement Agreement as
9 being fair, reasonable, and adequate.

10 2. This Order incorporates by reference all definitions in the parties’ Settlement
11 Agreement of Class Action and Private Attorneys General Act Claims (“Settlement” or “Settlement
12 Agreement”) in the action entitled *Emmanuel Wright, individually and on behalf of all others*
13 *similarly situated, v. GWE, LLC, et al.*, Case No. 21STCV03820 (the “Lawsuit”) and all terms used
14 herein shall have the same meanings as set forth in the Settlement Agreement.

15 3. The Court finds the requirements of Code of Civil Procedure 382 are satisfied for
16 purposes of settlement and conditionally certifies the following class for settlement purposes:

17 All current and former non-exempt employees in
18 California who served as background talent or extras
19 and who were compensated by Defendants at a fixed
salary beginning February 1, 2017 through the date
the Settlement is preliminarily approved by the Court
(the “Employees”).

20 4. The Court finds Frank H. Kim of Kim Legal, APC and Helen U. Kim of Helen Kim
21 Law, APC to be capable of adequately representing the conditionally certified Settlement Class and
22 are hereby appointed as joint Class Counsel.

23 5. The Court approves ILYM Group Inc. as the Settlement Administrator to perform
24 those duties and responsibilities as set forth in the Settlement Agreement, and such further duties as
25 may be required to effectuate the Settlement.

26 6. The Court approves, as to form and content, the Notice of Proposed Settlement of
27 Class Action attached to the Settlement Agreement as Exhibit 1.

1 7. The Court finds that the mailing of the Notice of Proposed Settlement of Class Action
2 and methods for contacting and locating the Settlement Class described in the Settlement Agreement
3 constitutes the best notice practicable under the circumstances, constitutes valid and sufficient notice
4 to all of the Settlement Class, and conforms with the requirements of California Code of Civil
5 Procedure 382, California Rules of Court 3.766 and 3.769, and due process.

6 8. Within 10 days from the date of entry of this order, Defendants shall provide the
7 Settlement Administrator with a Settlement Class and PAGA Aggrieved Employee List showing
8 employees' names, Social Security number, last known address, dates of employment/engagement,
9 and the number of pay periods. The Settlement Administrator shall keep the list confidential, except
10 as to disclose to Class Counsel the number of individuals in the Settlement Class, and will use it
11 only for the purposes described herein.

12 9. Within fourteen (14) days after receipt of the Settlement Class and PAGA Aggrieved
13 Employee List, the Settlement Administrator shall mail a class notice to the Settlement Class via
14 first-class regular U.S. mail and follow the procedures set forth in the Settlement Agreement. The
15 Settlement Class will have sixty (60) days from the mailing of the Class Notice to opt-out of or
16 object to the Class Settlement. No PAGA Aggrieved Employee may opt out or otherwise be
17 excluded from the PAGA Settlement, as no such right exists under the law. An individual in the
18 Settlement Class who does not timely submit a written objection to the Settlement Administrator
19 may appear (or their representative may appear on their behalf) at the Final Approval Hearing to
20 present to the Court oral objections or concerns with the Settlement, so long as they provide written
21 notice, which may be by email, to Class Counsel, Defense Counsel, and the Court no later than
22 seven days prior to the date of the Final Approval Hearing of their intent to appear at the Final
23 Approval Hearing. The Parties will be permitted to respond in writing to such objections prior to
24 the Final Approval hearing and orally at the Final Approval Hearing. Any individual in the
25 Settlement Class who fails to file and serve timely written objections in the manner specified above
26 shall be deemed to have waived any objections and shall be foreclosed from making any objection
27 (whether by appeal or otherwise) to the Settlement.

1 10. Individuals who wish to exclude themselves from the Settlement Class must submit
2 a personally signed, written statement requesting exclusion from the Settlement Class on or before
3 the Objection/Exclusion Deadline Date. The request for exclusion must state in substance:

4 “I have read the Class Notice and I wish to opt out of the Settlement
5 Class in *Emmanuel Wright, et al. v. GWE, LLC et al.*, Los Angeles
6 County Superior Court Case No. 21STCV03820. I understand that
7 by requesting to be excluded from the Settlement Class, I will not
8 receive a Class Member Payment. I also understand that I will still
9 receive a PAGA Payment for my share of the PAGA Settlement, if I
10 am entitled to such payment, because I cannot object to or exclude
11 myself from the PAGA Settlement.”

12 11. A written request for exclusion must contain the name, address, telephone number,
13 and last four digits of Social Security number of the person requesting exclusion, must be returned
14 by mail to the Settlement Administrator at the specified address, must be personally signed by the
15 individual requesting exclusion, and must be postmarked on or before the Objection/Exclusion
16 Deadline Date. The date of the postmark on the return mailing envelope shall be the exclusive
17 means used to determine whether a request for exclusion has been timely submitted. If the postmark
18 is illegible then the request for exclusion must arrive within three (3) calendar days after the
19 Objection/Exclusion Deadline Date to be considered timely.

20 12. A Final Approval hearing shall be held on_____, 2022 at ____:_____.m.
21 before the Honorable Elihu M. Berle in Department 6, 312 North Spring Street, Los Angeles, CA
22 90012. At the Final Approval hearing, the Court shall determine whether the Settlement should be
23 finally approved as fair, reasonable and adequate, and whether the terms of this Preliminary
24 Approval Order and any other applicable legal prerequisites to Judgment are satisfied. The Court will
25 also determine the amount properly payable for (i) the Fees Award and Costs Award, (ii) Named
26 Plaintiffs’ Enhancement Payments, (iii) the Settlement Administration Costs, (iv) Class Member
27 Payments; and (v) the PAGA Payment.

28 13. Named Plaintiffs shall file a motion for Final Approval no later than sixteen court
days prior to the Final Approval hearing.

1 14. The Parties and Settlement Administrator are directed to add the date and time of the
2 Final Approval hearing, the deadline to request exclusion from or object to the Settlement and
3 information as applicable to the approved Notice of Proposed Settlement of Class Action.

4
5 **IT IS SO ORDERED.**

6
7 DATED: _____

8 HONORABLE ELIHU M. BERLE
9 SUPERIOR COURT OF CALIFORNIA