

JOINT STIPULATION OF CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Representative Action Settlement and Release (“Joint Stipulation of Settlement” or “Stipulation” or “Settlement” or “Agreement”) is entered into by and between Plaintiffs Laurie Woods and Jordon Sorenson (“Plaintiffs”), individually and on behalf of the Class (as defined herein), and Defendant Film Independent, Inc. (“Defendant”) (collectively the “Parties”) with regard to the action filed on February 23, 2018 and pending in the Superior Court of California, County of Los Angeles entitled *Laurie Woods and Jordon Sorenson v. Film Independent, Inc.*, Case No. BC695391, subject to the terms and conditions herein and the approval of the Court pursuant to the California Rules of Court. Capitalized terms used herein shall have the meanings set forth in Section 1 or as defined elsewhere in this Joint Stipulation of Class Action and PAGA Representative Action Settlement and Release.

The Parties agree that the Action shall be, and hereby is, settled, resolved, and concluded by agreement of Defendant to pay the settlement amount of: (1) for the unpaid volunteer subclass (defined herein as “Volunteer Class”), non-monetary benefits valued at Three Hundred Thousand Dollars (\$300,000.00) as set forth in Section 1.22 and One Hundred Fifty Thousand Dollars (\$150,000) payable as attorneys’ fees to Setareh Law Group, and (2) for the non-exempt employee subclass (defined herein as “Employee Class”), Three Hundred Thousand Dollars (\$300,000.00) as provided in Section 1.21 below (“Maximum Settlement Amount” or “Gross Settlement Amount”), all pursuant to the terms and conditions of this Agreement and for the consideration set forth herein, including but not limited to, a release of claims by Plaintiffs and the Participating Class Members as set forth herein.

The Parties expressly acknowledge that this Stipulation is entered into solely for the purpose of compromising significantly disputed claims and that nothing in this Stipulation is an admission of liability or wrongdoing by Defendant. If for any reason the Stipulation is not approved, it will be of no force or effect, and the Parties will be returned to their respective positions immediately prior to and as if they had never executed this Stipulation as more fully set forth below.

1. DEFINITIONS

1.1 “Action” means the civil action entitled *Laurie Woods and Jordon Sorenson v. Film Independent, Inc.* Case No. BC695391, pending in the Superior Court of California, County of Los Angeles.

1.2 “Agreement” or “Settlement” means all the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Representative Action Settlement and Release, including the disposition of the Released Claims, as defined herein.

1.3 “Class” or “Class Member” or “Settlement Class” means all individuals who are members of the Employee Class and/or the Volunteer Class (as defined below).

1.4 “Class Counsel” means the attorneys for the Class and the Class Members, who are Shaun Setareh, Thomas Segal, and Farrah Grant of Setareh Law Group at 9665 Wilshire Blvd. Suite 430, Beverly Hills, CA 90212.

1.5 “Class Counsel’s Fees and Costs” means the attorneys’ fees and costs incurred and to be incurred by Class Counsel in the Action.

1.6 “Class Notice” means the Court-approved Notice of Proposed Class Action Settlement, substantially in the form attached hereto as **Exhibit A** and incorporated by reference herein, which will notify Class Members of, among other things, the following: the conditional certification of the Class for settlement purposes, Preliminary Approval of the Settlement, the basic terms of the Settlement, the calculation of Individual Settlement Payments for the Employee Class, the non-monetary benefits to the Volunteer Class, the procedures for objecting to the Settlement, the procedures for requesting exclusion from the Settlement, and the scheduling of the Final Approval Hearing. Following the Court’s Preliminary Approval of the Settlement, the Settlement Administrator shall mail the Class Notice to all Class Members.

1.7 “Class Period” means February 23, 2014 through and including the date on which the motion for preliminary approval of the Settlement is filed.

1.8 “Class Representatives” or “Plaintiffs” means Laurie Woods and Jordon Sorenson.

1.9 “Class Representative Service Award” means the sum to be paid to Plaintiffs in recognition for their efforts in obtaining the benefits of this Settlement. The Service Award for each of the Plaintiffs shall not exceed ten thousand dollars (\$10,000), subject to Court approval, and will be paid in addition to the Individual Settlement Payment that Plaintiff Sorenson is entitled to as a member of the Employee Class and the Individual Settlement Membership that Plaintiff Woods is entitled to as a member of the Volunteer Class.

1.10 “Complaint” means the original complaint filed in this Action on February 23, 2018.

1.11 “Second Amended Complaint” means the Second Amended Complaint filed on April 12, 2019, which included a claim for civil penalties under the Labor Code Private Attorneys General Act of 2004, California Labor Code Section 2698 *et seq.*, and added Jordon Sorenson as a named defendant (as the representative of the putative Employee Class).

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

1.13 “Defendant” means Film Independent, Inc.

1.14 “Defendant’s Counsel” means Janet Grumer, Evelyn Wang, and Vandana Kapur of Davis Wright Tremaine LLP, 865 S. Figueroa Street, 24th Floor, Los Angeles, CA 90017-2566.

1.15 “Effective Date” or “Date of Finality” means the date on which the Court’s order granting Final Approval is no longer appealable or the final resolution of any appeal in favor of approving the Settlement. This date is the later of the following: (1) the date the Final Approval is entered by the Court if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the final approval order, sixty-five (65) days after the Final Approval is entered by the Court; or (3) if an appeal is taken from the Court’s overruling of objections to the Settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

1.16 “Employee Class” means all current and former non-exempt employees of Defendant employed in California at any time during the period from February 23, 2014 through and including the date on which the motion for preliminary approval of the Settlement is filed. Members of the Employee Class are referred to herein as “Employee Class Member(s)”.

1.17 “Exclusion Form” or “Request for Exclusion” means a form that Class Members can use to opt out of the Settlement substantially in the form attached hereto as **Exhibit B**, subject to modification by the Court.

1.18 “Final Approval” means the final order and judgment signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

1.19 “Final Approval Date” means the date upon which the Court enters Final Approval, after having determined that the Settlement is fair, adequate, and reasonable to the Class as a whole, following: (i) distribution of the Class Notice to the Class; (ii) an opportunity for Class Members to review the Class Notice and submit timely objections to the Settlement; and (iii) the Final Approval Hearing.

1.20 “Final Approval Hearing” means the hearing set by the Court to: (a) determine whether the Court should give Final Approval to this Settlement; (b) consider any objections made; (c) consider the request for attorney’s fees and costs submitted by Class Counsel; (d) consider the Settlement Administration Costs; (e) consider the PAGA Payment to the State of California Labor and Workforce Development Agency (“LWDA”); and (f) consider the request for the Class Representative Service Award to Plaintiffs.

1.21 “Individual Settlement Payment(s)” means the portion of the Net Employee Settlement Amount that each Participating Employee shall be entitled to receive pursuant to this Settlement.

1.22 “Individual Settlement Membership(s)” means the non-monetary benefits that each Participating Volunteer shall be entitled to receive pursuant to this Settlement. As set forth in Section 4, each Participating Volunteer shall be entitled to receive: (i) one 12-month General Film Independent Membership (for sale and valued at \$95 per year per person); and (2) a coupon code providing a discount to a paid event of the Participating Volunteer’s choice to be used during the 12-month General Film Independent Membership.

1.23 “Maximum Settlement Amount” or “Gross Settlement Amount” means the maximum gross settlement sum of: (1) non-monetary benefits valued at Three Hundred Thousand Dollars (\$300,000.00) for the Volunteer Class; (2) One Hundred Fifty Thousand Dollars (\$150,000) payable as attorneys’ fees to Setareh Law Group for the Volunteer Class; and (3) Three Hundred Thousand Dollars (\$300,000.00) for the Employee Class.

1.24 “Maximum Employee Settlement Amount” or “Gross Employee Settlement Amount” means the maximum gross settlement sum of Three Hundred Thousand Dollars (\$300,000.00) that Defendant shall be required to pay to the Employee Class pursuant to this Settlement on a non-reversionary basis. The Maximum Employee Settlement Amount includes: (1) all Individual Settlement Payments to Participating Employees; (2) the Class Representative Service Awards; (3) Class Counsel’s fees and costs; (4) all Settlement Administration Costs; and (5) the PAGA Payment. The Maximum Settlement Amount does not include Defendant’s share of all state and federal payroll taxes and withholdings such as FICA, FUTA, UI, ETT, and SDI (“Payroll Taxes”) on Individual Settlement Payments made pursuant to this Agreement, which will be paid separate and apart from the Maximum Settlement Amount.

1.25 “Net Employee Settlement Amount” means the portion of the Maximum Employee Settlement Amount available for distribution to Participating Employees after deduction of the Court-approved attorney’s fees and costs to Class Counsel, Settlement Administration Costs, the Class Representative Service Award, and the LWDA’s portion of the PAGA payment.

1.26 “Non-Participating Class Member” means a Class Member who submits a timely and valid Request for Exclusion.

1.27 “Notice Packet” means the Class Notice, Exclusion Form, and Objection Form, collectively.

1.28 “Objection/Request for Exclusion Deadline” means the date forty-five (45) calendar days after the Settlement Administrator first mails the Class Notice to Class Members, by which date Class Members who wish to object to, or exclude themselves from, the Settlement must submit a timely and valid written objection or Request for Exclusion. The timeliness of a Class Member’s Request for Exclusion or written objection shall be determined based on the postmarked date of mailing.

1.29 “Objection Form” means a form that Class Members can use to object to the Settlement substantially in the form attached hereto as **Exhibit C**, subject to modification by the Court.

1.30 “PAGA Payment” means the sum of five thousand dollars (\$5,000), which shall be allocated from the Maximum Employee Settlement Amount in settlement of all applicable penalties under PAGA, seventy-five percent (75%) of which will be paid to the LWDA, with the remaining twenty-five (25%) to be included in the Net Employee Settlement Amount and available for distribution to Participating Employees and categorized as penalties.

1.31 “Participating Employee” means a Class Member belonging to the Employee Class who does not submit a timely and valid Request for Exclusion and is entitled to receive his or her Individual Settlement Payment pursuant to the terms of the Settlement.

1.32 “Participating Volunteer” means a Class Member belonging to the Volunteer Class who does not submit a timely and valid Request for Exclusion and is entitled to receive his or her Individual Settlement Membership pursuant to the terms of the Settlement.

1.33 “Participating Class Member” means a Class Member belonging to either the Employee Class or Volunteer Class who does not submit a timely and valid Request for Exclusion and is entitled to receive his or her Individual Settlement Payment or Individual Settlement Membership pursuant to the terms of the Settlement.

1.34 “Parties” means Plaintiffs and Defendant and their respective counsel of record.

1.35 “Parties’ Counsel” means Class Counsel and Defendant’s Counsel.

1.36 “Preliminary Approval” means the entry of an order by the Court preliminarily approving the Settlement.

1.37 “Qualified Settlement Fund” or “QSF” means the account set up by the Settlement Administrator and from which the Individual Settlement Payments to Participating Employees shall be made, along with payments for attorneys’ fees and costs awarded by the Court, Class Representative Service Award approved by the Court, settlement administration costs approved by the Court, and the portion of the Gross Employee Settlement Amount payable to the LWDA. The QSF shall be an interest-bearing account within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.*, at a federally-insured bank that is mutually acceptable to the Parties and the Settlement Administrator. The Settlement Administrator shall serve as a Trustee of the QSF and shall act as a fiduciary with handling of all tax-related issues, reporting and payments. The Settlement Administrator shall act in a manner necessary to qualify and maintain the QSF as a Qualified Settlement Fund and the Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Parties agree that the QSF shall be a non-reversionary fund and that under no circumstance will there be any reversion to Defendant of any of the funds from the QSF or the Maximum Settlement Amount.

1.38 “Qualifying Workweeks” means the weeks that a Participating Employee worked for Defendant as a non-exempt employee in California during the Class Period, according to Defendant’s records. Workweeks of Non-Participating Employees will not be included in the total number of Workweeks that are reported to the Settlement Administrator for purposes of calculating and distributing Individual Settlement Payments to Participating Employees.

1.39 “Released Claims” means all claims and causes of action that were, or could have been, pleaded based on the factual allegations in the Complaint and/or the Second Amended Complaint during the Class Period, including the claims set forth in paragraph 13.1 below.

1.40 “Released Parties” means Defendant and any of its related, affiliated predecessor and successor entities, and each such entity’s respective present and former subsidiaries, affiliates, parents, agents, employees, former employees, partners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors and assigns.

1.41 “Settlement Administrator” means the third-party entity jointly selected by the Parties to mail the Class Notice to Class Members and perform all duties relating to the administration of the Settlement.

1.42 “Settlement Administration Costs” means the actual and direct fees and expenses reasonably incurred by the Settlement Administrator in administering the Settlement. Settlement Administration Costs will include, but are not limited to, fees and costs payable to the Settlement Administrator for printing, distributing (including with appropriate postage), and tracking documents for this Settlement, any searches to locate any Class Members, calculating estimated amounts per Participating Employee, tax reporting, distributing the Individual Settlement Payments and Individual Settlement Memberships, Class Representative Service Awards, Class Counsel Fees and Costs, payment to LWDA, and providing necessary certification of completion of notice, reports and declarations, establishing and administering a QSF account, required tax reporting and withholding on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS forms, as well as determining the validity of any disputes (and communicating the determination of those disputes to the disputing class member, Class Counsel and Defendant’s Counsel) and opt-outs, calculating all amounts to be paid from the Maximum Settlement Amount, and such other responsibilities and duties as reasonably and customarily performed by third-party settlement administrators or as requested by the Parties.

1.43 “Volunteer Class” means all current and former unpaid volunteers of Defendant in California who volunteered their services for Defendant at any time during the period from February 23, 2014 through and including the date on which the motion for preliminary approval of the Settlement is filed. Members of the Volunteer Class are referred to herein as “Volunteer Class Member(s)”.

2. PROCEDURAL HISTORY

2.1 Plaintiff Jordon Sorenson is a former, non-exempt employee of Defendant, and served as a seasonal employee performing various functions such as Theater Manager, Production Assistant, and Parking Assistant during the class period.

2.2 Plaintiff Laurie Woods formerly served as a volunteer for Defendant for a host of events between approximately 2008 and 2015.

2.3 On February 23, 2018, Plaintiff Laurie Woods filed the Complaint in this Action in the Superior Court for the County of Los Angeles, alleging a host of wage and hour class claims on behalf of both the putative Employee Class and Volunteer Class.

2.4 On April 12, 2019, the Second Amended Complaint (the operative complaint in the Action) was filed. The Second Amended Complaint included a claim for civil penalties under the Labor Code Private Attorneys General Act of 2004, California Labor Code Section 2698 *et seq.*, and added Plaintiff Jordon Sorenson as a named plaintiff and seeking to represent of the putative Employee Class.

2.5 On October 12, 2020, the Parties participated in a full-day mediation before well-respected class action mediator Jeffrey Krivis. During mediation, the Parties engaged in good-faith, arm's length negotiations. At the conclusion of the mediation, the Parties resolved the Action, subject to the execution of this Stipulation and entry of Final Approval by the Court.

3. THE PARTIES' POSITION IN THE ACTION

3.1 Defendant denies any liability and wrongdoing of any kind associated with the claims alleged in the Action, and further denies that the Action is appropriate for class action or PAGA representative action treatment for any purpose other than this Settlement. Defendant in no way admits any violation of law or any liability whatsoever to Plaintiffs and/or the Class Members, individually or collectively; all such liability being expressly denied. Defendant contends that it complied with all pertinent laws, including but not limited to the California Labor Code, the IWC Wage Orders and the California Business and Professions Code at all times.

3.2 This Stipulation shall not be admissible or used for any purpose in any other action or proceeding to establish or infer liability or wrongdoing on the part of Defendant. Whether or not the Date of Finality occurs, neither this Agreement nor any of its terms nor the Settlement itself will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of 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, joint employment, or damage; or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any of his/her claims released through this Agreement.

3.3 Plaintiffs believe that the Action is meritorious and that Class Certification is appropriate.

3.4 The Parties engaged in substantial investigation and thoroughly researched the relevant law for each of the causes of action alleged, and the defenses thereto. The Parties conducted a comprehensive investigation into the facts of the case, and reviewed and analyzed all applicable policies and practices, as well as the representative sample of time and pay records and pertinent agreements produced by Defendant.

3.5 Class Counsel weighed the monetary benefit of the Settlement to the Class against the expense and length of continued proceedings in the trial court and appellate courts that would be necessary to prosecute the Action fully against Defendant. Class Counsel also took into account the uncertain outcome and risk of any further litigation, especially in complex actions such as this one. Based on the data reviewed and Class Counsel's thorough investigation and evaluation of all

known facts and circumstances underlying each cause of action, including the possible risk of significant delay and uncertainty associated with litigation, and the various defenses asserted by Defendant, Class Counsel believes that the Settlement is fair, reasonable, and adequate and is in the best interest of all Class Members.

3.6 Defendant and its counsel have similarly concluded that it is desirable that the Action be settled in the manner and upon the terms and conditions set forth in this Stipulation in order to avoid further expense, inconvenience and distraction of further legal proceedings, as well as the uncertainty of the outcome of the Action. Therefore, Defendant has determined that it is desirable and beneficial to put to rest the claims in the Action and Defendant agrees that the Settlement is fair, reasonable and adequate.

4. VOLUNTEER CLASS SETTLEMENT COMPONENTS

4.1 As to the Volunteer Class, the Settlement shall have two components: (1) the Individual Settlement Memberships, and (2) a sum total of \$150,000 payable as attorneys' fees to Setareh Law Group, subject to Court approval.

4.2 **Distribution of Individual Settlement Memberships.** Each Participating Volunteer will receive: (i) one 12-month General Film Independent Membership; and (2) a coupon code providing a discount to a paid event of the Participating Volunteer's choice to be used during the 12-month General Film Independent Membership.

4.3 Each Participating Volunteer shall have 60 days from receipt of the General Film Independent Membership to activate his or her membership. The Participating Volunteer may choose to keep and use the membership or gift the General Film Independent Membership to a person of his or her choosing.

4.4 The aggregate value of the 12-month General Film Independent Membership shall be determined by multiplying the cost of one 12-month General Film Independent Membership, at the rate in effect at the time Plaintiffs file the motion seeking preliminary approval of the Settlement, by the total number of Participating Volunteers ("Aggregate Membership Value"). In no case will the Aggregate Membership Value exceed Three Hundred Thousand Dollars (\$300,000.00). The value of a General Film Independent Membership at the time of signing of this Stipulation is \$95 per year.

4.5 The "Aggregate Discount Value" of the coupon code shall be determined by subtracting the Aggregate Membership Value from Three Hundred Thousand Dollars (\$300,000.00). Each Participating Volunteer shall receive a pro-rata share of the Aggregate Discount Value determined by dividing the Aggregate Discount Value by the number of Participating Volunteers.

4.6 The Parties agree that Volunteer Class Members will not have to submit a claim form in order to receive their Individual Settlement Memberships. Each Volunteer Class Member who does not submit a Request for Exclusion will automatically be mailed his or her Individual Settlement Membership activation information. Email will be used if no mailing address is available.

5. **EMPLOYEE CLASS SETTLEMENT COMPONENTS**

5.1 As to the Employee Class, the Settlement shall have five components: (1) the Individual Settlement Payments; (2) the award of attorney's fees and costs to Class Counsel; (3) the Class Representative Service Award; (4) the Settlement Administration Costs; and (5) the PAGA Payment. All of these components are included in and shall only be paid from the Maximum Employee Settlement Amount.

5.2 **Calculation of Individual Settlement Payments.** The Settlement Administrator shall have the authority and obligation to calculate the amounts of Individual Settlement Payments in accordance with the methodology set forth in this Stipulation and any Orders of the Court. After deducting: (i) the Court-approved Class Representative Service Award to Plaintiffs; (ii) the Court-approved attorney's fees and costs to Class Counsel; (iii) the Settlement Administration Costs; and (iv) the portion of the PAGA Payment to the LWDA, each of which is detailed further in sections 5.3 through 5.6 below, the amount remaining from the Maximum Employee Settlement Amount shall constitute the Net Employee Settlement Amount, which will be distributed among Participating Employees as follows:

- (a) Each Participating Employee shall be entitled to receive a pro rata portion of the Net Employee Settlement Amount based upon the respective number of Qualifying Workweeks that he or she worked during the Class Period compared to the total number of Qualifying Workweeks that all Participating Employees worked during the Class Period.
- (b) The Parties agree that Employee Class Members will not have to submit a claim form in order to receive their Individual Settlement Payment. Each Employee Class Member who does not submit a Request for Exclusion will automatically be mailed a check for their Individual Settlement Payment. As is explained further in section 10 of this agreement, any checks that are uncashed after 180 calendar days will be void. Any uncashed/undistributed settlement funds shall be reissued, maintained in the name of the Participating Employee, and directed to the California State Controller's Office Unclaimed Property Fund, in the Participating Employee's name.
- (c) Subject to approval by the Court, the settlement amounts distributed to participating Employee Class members shall be allocated 20% to payment of wages, 40% to penalties, and 40% to payment of interest. The amount allocated to payment of wages shall not include the amounts to be deducted for the employer share of payroll taxes. Defendant's share of payroll taxes on the 20% amount allocated to payment of wages shall be paid separate and apart from the Gross Settlement Amount. The taxes ordinarily paid by employers relating to the portion of the Individual Settlement Payments paid as wages will be paid by Defendant, separate from the Gross Settlement Amount.

5.3 Class Counsel's Attorney's Fees and Costs. Class Counsel will request Court approval of: (1) a payment in an amount not to exceed 33.33% of the Maximum Employee Settlement Amount, or One Hundred Thousand Dollars (\$100,000.00), as attorney's fees in connection with the Employee Class; (2) a payment in the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00) as attorney's fees in connection with the Volunteer Class; and (3) actual litigation costs incurred by Plaintiffs or Class Counsel in prosecuting the Action and implementing the terms of the Settlement, in an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00). The portion of attorney's fees attributed to the Employee Class and the actual litigation costs will be paid from the Maximum Employee Settlement Amount. The amounts herein are to compensate Class Counsel for all of the work already performed in this Action as to the Settlement Class and all work remaining to be performed, for which Plaintiffs or Class Counsel could claim under any legal theory whatsoever, including without limitation, documenting the Settlement, providing any notices required as part of the Settlement, securing Court and/or appellate court approval of the Settlement, ensuring that the Settlement is fairly administered and implemented, and obtaining Final Approval in accordance with the Settlement. The amount paid for Class Counsel's Fees and Costs shall constitute full satisfaction of any obligation to pay any amounts to any person, attorney or law firm for attorneys' fees, expenses or costs in the Action incurred by any attorney on behalf of Plaintiffs and Class Members, and shall relieve Released Parties of all claims or liability to any attorney or law firm for any attorneys' fees, expenses and/or costs that may be claimed on behalf of Plaintiffs and/or the Class Members. If the amount awarded to Class Counsel for attorney's fees is less than the amount sought, the remainder will be retained in the Net Settlement Amount for distribution to Participating Employees. The Parties agree that Settlement of this Action is not conditioned upon the Court approving the amount of Class Counsel's Fees and Costs requested by Class Counsel and that if the amount awarded to Class Counsel for reimbursement of litigation costs is less than the amount sought, the remainder will be retained in the Net Settlement Amount for distribution to Participating Employees. Defendant agrees not object to Class Counsel's request for fees and costs as long as the request is consistent with the terms of this Stipulation. The amount paid for Class Counsel's Fees and Costs will be reported by IRS Form 1099 and will be provided to Class Counsel and the pertinent taxing authorities, as required by law.

5.4 Class Representative Service Award and Release. Subject to Court approval and the execution of a general release in favor of the Released Parties, Defendant agrees to pay Plaintiffs each a Class Representative Service Award in an amount not to exceed ten thousand dollars (\$10,000), to be paid from the Maximum Employee Settlement Amount, in addition to Plaintiff Sorenson's Individual Settlement Payment and Plaintiff Woods' Individual Settlement Membership. If the Court approves a Class Representative Service Award to Plaintiffs that is less than the amount sought, the remainder will be retained in the Net Settlement Amount for distribution to Participating Employees.

- (a) The Parties intend this payment to constitute a service payment in consideration for Plaintiffs' litigation efforts, and the work and time Plaintiffs put into this Action as Class Representatives.

- (b) The Class Representative Service Award is also provided in consideration for Plaintiffs Woods and Sorenson's willingness to provide a full and separate general release on their own behalf and on behalf of their respective heirs, spouses, executors, administrators, attorneys, agents and assigns of any and all claims against the Released Parties regardless of whether such claims have been alleged against Defendant, including any and all known or unknown claims, demands, rights, liabilities, causes of action, losses, debts, and expenses whether for wages, economic damages, non-economic damages, punitive damages, restitution, tort, contract, penalties, injunctive or declaratory relief, attorney's fees, costs, or other monies or remedies. This release by Plaintiffs includes all federal and state statutory claims, and federal and state common law claims (including but not limited to those for contract, tort, and equity), as well as, inter alia, the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), 42 U.S.C. §1981, 42 U.S.C. § 1983, the Fair Labor Standards Act, the Employee Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200, *et seq.*), the California Labor Code, the Fair Labor Standards Act, and claims for additional compensation relating to stock options.
- (c) Furthermore, through the general release, the Class Representatives themselves (and not on behalf of the Class or any other Class Members) shall release, acquit and discharge the Released Parties from any and all claims against the Released Parties of any kind whatsoever (upon any legal or equitable theory whether contractual, common law, constitutional, statutory, federal, state, local or otherwise), whether known or unknown, that arose, accrued or took place at any time on or prior to the date on which the full and general release is executed. Through the full and general release discussed in this Section, the Class Representatives will expressly waive the benefit of Section 1542 of the California Civil Code and acknowledges the language of Section 1542 of the California Civil Code, which provides:

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.

- (d) Because the Class Representative Service Award represents payment to the Class Representatives for services to the Class and not wages, taxes will not be withheld from the Class Representative Service Award. No Party has made any representation to Plaintiffs regarding the taxability of any Class Representative Service Award. The Settlement Administrator will report the Class Representative Service Award on a 1099 form, which it will provide to the Class Representative and the pertinent taxing authorities, as required by law.

- (e) The Class Representatives assume full responsibility for paying all federal and state taxes and penalties, if any, due as a result of their receipt of the Class Representative Service Award.
- (f) The Class Representatives fully support the Settlement and believe the Settlement is fair, reasonable and adequate and in the best interest of the Class Members.
- (g) The Class Representatives further agree that they will not apply for, seek, or accept a volunteer position with Defendant.

5.5 Payment to the Labor and Workforce Development Agency. Subject to Court approval, five thousand dollars (\$5,000) will be allocated to cover any and all claims for civil penalties associated with the Released Claims that were, or could have been, brought in the Action under PAGA, 75% of which will be paid directly to the LWDA from the Maximum Employee Settlement Amount and the remaining 25% will be retained in the Net Employee Settlement Amount for distribution to Participating Employees as penalties.

5.6 Settlement Administration Cost: The reasonable costs incurred by the Settlement Administrator in administering the Settlement, as approved by the Court, shall be deducted from the Maximum Employee Settlement Amount and are currently estimated not to exceed twenty-five thousand dollars (\$25,000).

(a) This administration includes but is not limited to the distribution of Individual Settlement Memberships, generation of Individual Settlement Payment checks and related tax reporting forms, checking addresses against the National Change of Address database, skip-tracing class members as necessary and as described herein, administration of uncashed checks, generation of checks to Class Counsel for attorneys' fees and costs and to Plaintiffs for their Incentive Payments, resolution of disputes concerning weeks worked, and such other duties as may be required for the administration of the Settlement. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

(b) All costs of administering the Settlement, including but not limited to all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees associated with running addresses against the National Change of Address directory and skip-tracing Class Members, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, resolution of disputes concerning weeks worked, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement ("Settlement Administration Costs"), shall be paid to the Settlement Administrator from the Gross Employee Settlement Amount.

6. SETTLEMENT APPROVAL PROCEDURE

6.1 Solely for purposes of settling this Action, the Parties stipulate and agree that the prerequisites for establishing class certification with respect to the Class have been met.

6.2 The Parties hereby agree that the formula for allocating the Individual Settlement Memberships and Individual Settlement Payments to Class Members under the terms of this Settlement is reasonable and that the payments provided are designed to provide a fair settlement to Participating Class Members. Based on their own independent investigation and evaluation, and in light of all known facts and circumstances, the Parties and their respective counsel believe that the Settlement is fair, reasonable, and adequate.

6.3 The Parties and their counsel agree to the conditional certification of the Class for the sole purpose of effectuating this Settlement. Should, for whatever reason, the Settlement not become final, 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, this Action or any other legal proceeding in any jurisdiction. As is discussed elsewhere in this Agreement, Defendant expressly reserves the right to oppose class certification in this Action should the Settlement not become final.

6.4 The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation, including but not limited to, execution of such documents and to take such other actions as may reasonably be necessary to implement the terms of this Stipulation.

6.5 Class Counsel shall file their motion seeking Preliminary Approval of the Settlement on February 23, 2021. In conjunction with such motion, Class Counsel shall submit this Joint Stipulation of Settlement, together with the exhibits attached hereto, and any other documents necessary to implement the Settlement.

6.6 Defense counsel shall have five (5) business days to review, comment on, and approve the motion for preliminary approval before it is filed with the Court.

6.7 Defendant agrees not to oppose Plaintiff's motion for preliminary approval unless the motion is inconsistent with the terms set forth in this Settlement.

6.8 On the date set forth in the Preliminary Approval Order, a Final Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement and determine whether the Court should give it final approval, and (2) consider any timely objections and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to give final approval to this Agreement and shall submit to the Court a Proposed Final Order Approving Settlement of Class Action. Defendant's Counsel shall have five (5) business days to review the Motion for Final Fairness and Approval and Proposed Final Order Approving Settlement of Class Action before it is filed with the Court.

6.9 If, after a notice of appeal or a petition for a writ of *certiorari* or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Final Order such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Final Order is not fully affirmed on review by a higher court, then Plaintiffs and Defendant will each have the right to void the Settlement, which the Parties must do by giving written notice to the other Parties, the reviewing court, and the Court not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Final Order becomes final. A vacation, reversal, or modification of the Court's award of an Incentive Payment or Class Counsel's fees or costs will not constitute a vacation, reversal, or material modification of the Final Order within the meaning of this paragraph, provided that Defendant's obligation to make payments remains limited as set forth in this Agreement.

7. NOTICE TO THE CLASS

7.1 Within twenty-five (25) calendar days following the Court's entry of its Order Granting Preliminary Approval of Settlement Defendant shall provide the Settlement Administrator with a list containing the names, last known addresses, last known telephone numbers, and social security numbers of all members of the Employee Class and data indicating the number of Workweeks each member of the Employee Class worked as a Non-Exempt Employee for Defendant during the Class Period. In addition, Defendant shall provide the Settlement Administrator with a list containing the names, along with last known addresses, last known telephone numbers, and/or last known e-mail addresses of all members of the Volunteer Class (information for Employee Class and Volunteer Class collectively the "Class Data").

7.2 Defendant's Counsel shall consult with the Settlement Administrator prior to the production date to ensure that the format of the database will be acceptable to the Settlement Administrator. The Settlement Administrator shall not share the information in the Class Data, including the identity of Class Members with the Class Representatives or Class Counsel, except as otherwise provided herein.

7.3 Prior to mailing the Class Notice to Class Members, the Settlement Administrator shall perform a National Change of Address (NCOA) search and an Accurint (or substantially similar) in-depth skip trace in order to obtain the best possible address for Class Members.

7.4 Within fourteen (14) calendar days after receipt of the Class Data from Defendant, the Settlement Administrator shall mail the Class Court-Approved Notice Packet to all Class Members by first-class U.S. mail.

7.5 For members of the Employee Class, the Class Notice will include an estimated calculation of the Class Member's estimated share of the Net Settlement Amount. For members of the Volunteer Class, the Class Notice will include a description of the membership they are entitled to under the Settlement and all related terms and conditions.

7.6 The Class Notice shall provide that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion to the Settlement Administrator postmarked by the Objection/Request for Exclusion Deadline – forty-five (45) calendar days following the initial mailing of the Class Notice. Any Class Member who properly requests exclusion will not receive an Individual Settlement Payment or Individual Settlement Membership and will not be bound by this Settlement or have any right to object, appeal, or comment thereon. Class Members who do not submit a valid and timely Request for Exclusion shall be bound by the terms of the Settlement and any judgment entered in the Action once the Settlement receives Final Approval. The Class Notice will provide this information to Class Members.

7.7 The Class Notice shall provide that Class Members who wish to object to the Settlement must submit the Objection Form included in their Notice Packet to the Settlement Administrator by the Objection/Request for Exclusion Deadline. The Class Notice will provide this information to Class Members. Class Members who fail to object in the manner specified in this Stipulation of Settlement will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement.

7.8 If a Class Notice is returned as undeliverable with a forwarding address provided by the United States Postal Service on or by the Objection/Request for Exclusion Deadline, the Settlement Administrator will promptly resend the Class Notice to that forwarding address along with a brief letter stating that the recipient of the Class Notice has until the original deadline set forth on the Class Notice, or ten (10) calendar days after the date of re-mailing of the Class Notice (whichever is later) to object or submit a Request for Exclusion. If any Class Notice is returned from any mailing and/or re-mailed, the Settlement Administrator will note for its own records and notify the Parties' Counsel of the date of such re-mailings as part of a weekly status report provided to the Parties.

7.9 If a Class Notice is returned as undeliverable without a forwarding address from its first mailing, the Settlement Administrator shall undertake reasonable efforts to locate a current address, including performing an Experian (or substantially similar) in-depth skip trace or mass search on LexisNexis databases based on set criteria. If the Settlement Administrator obtains a more current address, the Settlement Administrator shall resend the Class Notice to that address along with a brief letter stating that the recipient of the Class Notice has until the original deadline set forth on the Class Notice or ten (10) calendar days after the date of re-mailing of the Class Notice (whichever is later) to submit a Request for Exclusion.

7.10 The Settlement Administrator shall provide the Parties' Counsel with a weekly report showing: (1) the number of Class Notices mailed to Class Members; (2) the number of Class Notices returned as undeliverable; (3) the number of re-mailed Class Notices; (4) the number of Class Members who have submitted Requests for Exclusion; (5) the number of Class Members who have submitted objections; and (6) the number of members of the Employee Class who have disputed the number of Workweeks being credited to that Class Member. Additionally, the Settlement Administrator shall provide to the Parties' Counsel any updated reports regarding the administration of the Settlement as needed or requested.

7.11 At least ten (10) calendar days prior to the Final Approval Hearing, the Settlement Administrator will provide a declaration specifying the due diligence the Settlement Administrator has undertaken with regard to the mailing of the Notice Packets, including any attempts to obtain valid mailing addresses for and re-mailing of any returned Notice Packets; verifying its Settlement Administration Costs; and reporting on the number of objections and exclusions submitted by Class Members, as well as any disputes (and explain the status of the disputes).

8. RESPONSES TO NOTICE

8.1 Resolution of Dispute. If a member of the Employee Class who receives the Class Notice wishes to dispute the number of his or her Qualifying Workweeks represented therein, the Employee Class Member must notify the Settlement Administrator no later than the Objection/Request for Exclusion Deadline. The Employee Class Member must produce any available supporting evidence to the Settlement Administrator regarding the correct number of Qualifying Workweeks that the Employee Class Member contends he or she worked for Defendant during the Class Period, as explained in the Class Notice. The Settlement Administrator will notify the Parties' Counsel of any disputes via email. Defendant shall review its records and provide information to the Settlement Administrator in response to any such disputes. Defendant's records shall be presumed to be determinative, but the Settlement Administrator shall evaluate the evidence submitted by the Class Member and make the decision as to which dates should be applied. The determination by the Settlement Administrator shall be final and binding.

8.2 Requests for Exclusion from Class. In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), the Class Member or his or her authorized representative must send a completed and signed Exclusion Form to the Settlement Administrator, postmarked or faxed by no later than forty-five (45) days after the date the Settlement Administrator initially mails the Notice Packet to the Class Members or ten (10) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later. The Notice Packet shall contain an Exclusion Form substantially in the form attached hereto as **Exhibit B**, subject to modification by the Court. The date of the initial mailing of the Notice Packet, and the date the signed Exclusion Form was postmarked or faxed, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly submits an Exclusion Form will not be entitled to any Individual Settlement Payment and/or Individual Settlement Membership, will not be bound by the terms and conditions of this Agreement, and will not have any right to object to the Settlement or appeal the Court's Orders in this case.

Any Class Member who fails to timely submit a valid Exclusion Form shall be deemed a Class Member whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Order Approving Settlement of Class Action, and by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims released in this Agreement will be extinguished. Any Class Member who submits both an Exclusion form and an objection shall be recorded as an objector, and shall not be excluded from the Participating Class Members.

8.3 Objections to Settlement. In order for any other Class Member to object to this Agreement, or any term of it, the person making the objection must not submit a request for exclusion (*i.e.*, must not opt out), and must send to the Settlement Administrator, postmarked or faxed no later than forty-five (45) days after the Notice Packet was initially mailed to the Class Members (or ten (10) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), a completed and signed Objection Form, along with any supporting papers. The Notice Packet shall contain an Objection Form substantially in the form attached hereto as **Exhibit C**, subject to modification by the Court. The date of the initial mailing of the Notice Packet, and the date the signed Objection Form was postmarked or faxed, shall be conclusively determined according to the records of the Settlement Administrator. The Settlement Administrator shall send any objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections. Any Class Member who submits both an Exclusion form and an objection shall be recorded as an objector, and shall not be excluded from the Participating Class Members.

8.4 Encouragement of Class Members. The Parties to this Agreement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude himself or herself from this Settlement (opt out) or to object to it. However, Class Counsel, Defense Counsel, and Defendant may respond to inquiries from Class Members with truthful information and nothing that discourages participation.

9. SETTLEMENT FUNDING AND DISTRIBUTION SCHEDULE

9.1 **Settlement Funding Date:** Defendant shall deposit the full amount of the Maximum Employee Settlement Amount, in addition to the One Hundred Fifty Thousand (\$150,000) in attorneys' fees agreed upon as part of the Settlement on behalf of the Volunteer Class into the Qualified Settlement Fund set up by the Settlement Administrator in three, equally divided installments, as follows:

(a) The first payment of \$150,000 will be made no later than thirty (30) calendar days after the Effective Date. Defendant will also submit the \$300,000 in non-monetary benefits to be distributed to Participating Volunteers by this date;

(b) The second payment of \$150,000 will be made nine (9) months thereafter;

(c) The third and final payment of \$150,000 will be made nine (9) months after that.

9.2 **Disbursement Date:** No later than fifteen (15) calendar days after Defendant has funded the QSF for each of the payments, the Settlement Administrator shall disburse: (a) proportional payments of Individual Settlement Payments to Participating Employees; (b) the Class Representative Service Awards; (c) the full portion of the PAGA Payment to be made to the LWDA upon the first payment; (d) the Settlement Administrator's Costs; (e) proportional payments of the Class Counsel's attorney's fees and costs, all as previously approved by the Court; and (f) all Individual Settlement Memberships to Participating Volunteers and discount coupon codes upon the first payment.

10. DISPOSITION OF RETURNED AND UNCASHED CHECKS AND RETURNED AND UNUSED MEMBERSHIPS

10.1 This is a non-reversionary “all-in” settlement. No unclaimed amounts will revert to Defendant.

10.2 Returned Checks. If any Individual Settlement Payments or Individual Settlement Memberships are returned as undeliverable, the Settlement Administrator will take all steps necessary to locate an updated mailing address for the Class Member, including without limitation, using Experian (or substantially similar) in-depth skip-trace. In the event the Settlement Administrator is unable to locate an updated address or the Individual Settlement Payments are returned as undeliverable after a second mailing, the amount of any returned checks shall be reissued, maintained in the name of the Participating Employee, and directed to the California State Controller’s Office Unclaimed Property Fund, in the Participating Employee’s name.

10.3 Uncashed Checks. Any checks that are not returned but remain uncashed one hundred and eighty (180) calendar days after mailing or remailing (pursuant to paragraph 10.2) shall be reissued, maintained in the name of the Participating Employee, and directed to the California State Controller’s Office Unclaimed Property Fund, in the Participating Employee’s name. Participating Employees who do not timely cash their Individual Settlement Payments shall be bound by all of the terms of the Settlement, including without limitation, the Released Claims set forth herein.

10.4 Unused Memberships. If any Individual Settlement Memberships are not activated within sixty (60) calendar days of being provided to Participating Volunteers, said memberships will no longer be valid or usable. The coupon portion of the Individual Settlement Memberships must be claimed within the 12-month General Film Independent Membership period once the membership is activated.

11. NO SPILLOVER OF RESIDUALS

11.1 By operation of the terms of this Settlement (specifically, paragraphs 5.2, 10.2, and 10.3), the Parties anticipate that the Net Employee Settlement Amount will be completely allocated and disbursed to the Participating Employees and that no residue will remain. Each Individual Settlement Payment will be either received and cashed by the designated Participating Employee or held in the Participating Employee’s name by the California State Controller’s Office Unclaimed Property Fund if it is returned as undeliverable or remains uncashed more than 180 days after it is mailed or remailed.

12. TAXATION AND WITHHOLDING

12.1 The Settlement Administrator will be responsible for issuing to the Class Representative, Class Members, and Class Counsel any IRS Form W-2, IRS Form 1099, or any other tax forms as may be required by the Internal Revenue Code of 1986 (the “Code”) and this Settlement for all amounts paid pursuant to this Settlement. The Claims Administrator will also be responsible for forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities to pay for the employer’s share of payroll taxes as set forth

below. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this section may be modified in a manner to bring Defendant into compliance with any such changes.

12.2 The portion of each Individual Settlement Payment paid to Participating Class Members who are members of the Non-Exempt Employee Class will be allocated as: 20% wages, and 40% penalties, and 40% interest. The portion that is attributable to wages will be subject to normal tax withholding and shall be reported to the taxing authorities on an IRS Form W-2. The portion attributable to penalties and interest will not be subject to tax withholding and an IRS Form 1099 shall be issued if the payment is above the minimum threshold required for the issuance of a Form 1099.

12.3 Defendant's Counsel and Class Counsel make no warranty and have provided no advice regarding the tax treatment of Individual Settlement Payments to Participating Class Members pursuant to the terms of this Settlement. All taxes, other than the employer's share of payroll taxes, which are not a part of the Maximum Settlement Amount, are the sole responsibility of the Participating Class Member.

12.4 Circular 230 Disclaimer. Each party to this Agreement (for purposes of this section, the "acknowledging party" and each party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this 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 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this 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 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser 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 Agreement.

12.5 Individual Settlement Payments paid to Participating Employees shall not be deemed pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.). The Parties agree that Individual Settlement Payments to Participating Employees do not represent any modification of Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by the Released Parties. Any Individual Settlement Payments paid pursuant to this Settlement shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by the Released Parties.

12.6 The Payroll Taxes and any other applicable employer withholdings or contributions will be computed by the Settlement Administrator based on the amounts paid to Participating Class Members. The Settlement Administrator shall be responsible for making all necessary payments and government filings in connection with such payments.

12.7 No person shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Class, Class Counsel or the Settlement Administrator based on mailings, distributions and payments made in accordance with this Stipulation of Settlement.

13. **RELEASE BY THE CLASS**

13.1 In exchange for the consideration recited in this Settlement, upon the Effective Date, Plaintiffs and all Class Members who do not timely submit a Request for Exclusion do hereby and forever release, acquit, and discharge Defendant and any of its related, affiliated predecessor and successor entities, and each such entity's respective present and former subsidiaries, affiliates, parents, agents, employees, former employees, partners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors and assigns ("the Released Parties") from all claims based on the factual allegations pleaded or that could have been pleaded in the filed Second Amended Complaint ("the Released Claims") during the Class Period, whether such claims are based on state or local law, statute, regulation, or ordinance, or any other source of common law, which includes claims for:

- (a) Failure to provide meal periods, or premium pay for missed or deficient meal periods;
- (b) Failure to provide rest periods, or premium pay for missed or deficient rest periods;
- (c) Failure to pay all minimum and regular wages;
- (d) Failure to pay all overtime wages;
- (e) Failure to timely pay all wages due during, and upon separation of, employment;
- (f) Failure to provide accurate itemized wage statements;
- (g) Failure to indemnify;
- (h) Violation of Cal. Business and Professions Code §§ 17200, *et seq.*, arising from the claims that are asserted, or could have been asserted, based upon the facts alleged in the Complaint and Second Amended Complaint;
- (i) Penalties provided under Cal. Labor Code sections 226.7 and 512, and the applicable IWC Wage Order for failure to provide meal and rest periods;
- (j) Penalties provided under Cal. Labor Code sections 1194 and 1197, and the applicable IWC Wage Order for failure to pay minimum wages;

- (k) Penalties provided under Cal. Labor Code sections 510 and 1194, and the applicable IWC Wage Order for failure to pay overtime wages;
- (l) Liquidated damages provided under California Labor Code section 1194.2 for failure to pay minimum wages;
- (m) Penalties provided under Cal. Labor Code sections 201, 202, 203, 204, and 210 for failure to timely pay all wages owed;
- (n) Penalties under Cal. Labor Code section 226, made available under the Private Attorneys General Act, for failure to provide accurate itemized wage statements;
- (o) Penalties under Cal. Labor Code section 2698 *et seq.* predicated on alleged California Labor Code violations or penalties that were asserted or could have been asserted based upon the facts alleged in the Action (which include Cal. Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 558, 1194, 1197, 1198, and 1997.1), 2802; and
- (p) Related damages, restitution, disgorgement, interest, attorneys' fees, costs, or expenses relating to any such claims.

14. VOIDING THE AGREEMENT

14.1 Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court.

14.2 If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class will be vacated and the Plaintiffs, Defendant and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into.

14.3 In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

14.4 If the Date of Finality does not occur, this Agreement and any of the related negotiations or proceedings shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. All Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. The fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in this Action or any other action. Defendant expressly reserves the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

14.5 The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator Jeffrey Krivis to resolve the dispute.

14.6 Defendant may void the Settlement in the event that more than 5% of Class Members submit a timely and valid Request for Exclusion.

14.7 For the time period of February 23, 2014 through September 25, 2020, there are approximately 766 individuals belonging to the Employee Class and 2,917 individuals belonging to the Volunteer Class. The estimated total number of workweeks worked for this same period is 3,659 workweeks for the Employee Class and 7,557 volunteer weeks for the Volunteer Class. To the extent the number of workweeks or volunteer weeks increases by more than 10% for the same time period described in this section, Plaintiffs will have the option to terminate the settlement and be relieved of any obligations thereunder.

14.8 In the event a timely appeal is filed from the Final Approval Order and Judgment, the Final Order shall be stayed and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

14.9 Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

15. MISCELLANEOUS PROVISIONS

15.1 Limitation on Publicizing. The Parties and their counsel agree that they will not, unless required by law, publicize the Settlement and will not communicate the terms of the Settlement on any website or social media forum, or to any other person outside the Action, including members of the press, news media, etc. (including organizations that publicize verdicts and settlements and on websites operated by or for counsel). Nothing herein shall be interpreted as preventing any good-faith communications by any Counsel for the Parties and/or any Parties with the Court, Class Members, or the Settlement Administrator for the sole purpose of facilitating the Settlement of the Action.

15.2 Non-disparagement. The Plaintiffs agree that they will not make any statements that disparage the business or reputation of Defendant to the press or any other third parties, orally or in writing, including in any electronic medium. Nothing in this paragraph is intended to restrict the Plaintiffs' testimony in when legally required to provide such testimony or Plaintiffs' privileged communications with counsel.

15.3 Defendant's Costs. All of Defendant's own legal fees, costs, and expenses incurred in this Action shall be borne by Defendant.

15.4 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, noting that the cost of administering the Settlement shall be deducted from the Maximum Settlement Amount subject to approval by the Court.

15.5 Authority to Enter into Settlement. The signatories hereto represent that they are fully authorized to enter into this Settlement and bind the Parties to the terms and conditions herein.

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

15.7 Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court to effectuate this Settlement and the terms set forth herein. In the event the Parties are unable to reach an Agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the Court to resolve such disagreement.

15.8 No Admission. Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement with the intention of avoiding further disputes and litigation with the attendant risk, inconvenience and expenses. This Settlement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, be inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Settlement.

15.9 Construction. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any of the Parties by reason of the extent to which any Party participated in drafting this Settlement.

15.10 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

15.11 Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Stipulation, and that this Stipulation has been executed with the consent and advice of counsel.

15.12 No Reliance on Representations. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements have been made to any party concerning this Agreement.

15.13 Notice. All notices, demands, or other communications given under this Agreement must be in writing and addressed to Class Counsel and/or Defendant's Counsel using the contact information outlined in this Agreement.

15.14 Jurisdiction of the Court. Except for those matters to be resolved by the Settlement Administrator as expressly stated, any dispute regarding the interpretation or validity of this Settlement, or relating to the Action or the Released Claims, shall be subject to the exclusive jurisdiction of the Court, and Plaintiffs, Class Members, and Defendant agrees to submit to the personal and exclusive jurisdiction of the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Disposition entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. The Court shall retain jurisdiction solely with respect to the interpretation, implementation and enforcement of the terms of this Settlement and all orders, judgments entered in connection therewith, and post-judgment matters.

15.15 California Law Governs. All terms of this Settlement and exhibits hereto shall be governed by and interpreted according to the laws of the State of California, regardless of its conflict of laws.

15.16 Invalidity of Any Provision. The Parties request that before declaring any provision of this Stipulation of Settlement invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions in this Stipulation of Settlement valid and enforceable.

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

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

15.19 Counterparts and Fax/Electronic Signatures. This Settlement may be executed in counterparts. When each of the Parties has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement, which shall be binding upon and effective as to all Parties. A fax or electronic signature, such as DocuSign, on this Agreement shall be as valid as an original signature.

15.20 Entire Agreement. This Stipulation and exhibits hereto constitute the entirety of the Settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties, and this Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals. The Parties expressly recognize that California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a) provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations will modify, vary or contradict the terms of the Settlement. In case of any conflict between text contained in Sections 1 through 14 of this Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.*, Sections 1 through 14) shall be controlling, unless the Exhibits are changed by or in response to a Court order. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein.

15.21 Waiver. Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

15.22 No Prior Assignments. The Parties and the Parties' Counsel represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer or encumber to any person or entity any portion of liability, claim, demand, action, cause of action or right released and discharged in this Stipulation of Settlement.

15.23 Assignment. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

15.24 Binding on Successors and Assigns. This Settlement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement.

15.25 Deadlines Falling on Weekends or Holidays. To the extent that any deadline set forth in this Stipulation falls on a Saturday, Sunday or legal holiday, that deadline shall be continued until the following business day.

IT IS SO AGREED.

3/24/2021

Dated: _____, 2021

PLAINTIFF:

DocuSigned by:

Laurie Woods

AD86224678DD4F6...

LAURIE WOODS

3/26/2021

Dated: _____, 2021

PLAINTIFF:

DocuSigned by:

Jordon Sorenson

6909CD43432246D...

JORDON SORENSON

Dated: _____, 2021

FILM INDEPENDENT, INC.

JOSH WELSH

PRESIDENT, FILM INDEPENDENT, INC.

APPROVED AS TO FORM AND CONTENT:

3/24/2021

Dated: _____, 2021

CLASS COUNSEL:

SETAREH LAW GROUP

DocuSigned by:

Shaun Setareh

535A1260947F415...

SHAUN SETAREH

By: _____

Dated: _____, 2021

DEFENDANT'S COUNSEL:

DAVIS WRIGHT TREMAINE LLP

By: _____

JANET GRUMER

15.25 Deadlines Falling on Weekends or Holidays. To the extent that any deadline set forth in this Stipulation falls on a Saturday, Sunday or legal holiday, that deadline shall be continued until the following business day.

IT IS SO AGREED.

Dated: _____, 2021

PLAINTIFF:

LAURIE WOODS

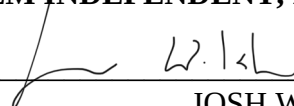
Dated: _____, 2021

PLAINTIFF:

JORDON SORENSON

Dated: 3/24, 2021

FILM INDEPENDENT, INC.



JOSH WELSH
PRESIDENT, FILM INDEPENDENT, INC.

APPROVED AS TO FORM AND CONTENT:

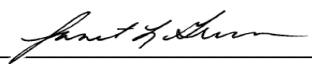
Dated: _____, 2021

CLASS COUNSEL:
SETAREH LAW GROUP

By: _____
SHAUN SETAREH

Dated: 03/24, 2021

DEFENDANT'S COUNSEL:
DAVIS WRIGHT TREMAINE LLP

By: 

JANET GRUMER