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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF LOS ANGELES**

18 ROBERT BURTON, DOUGLAS KIRKLAND,
19 EDWARD MARTINEZ, MICHAEL BISSETT
and LAWRENCE HENDERSON, individually
20 and on behalf of all others similarly situated,

21 Plaintiffs,

22 v.

23 AMBULANCE PRODUCTIONS, LLC; and
DOE 1 through and including DOE 10,

24 Defendants.
25
26
27
28

Case No. 22STCV31529

**STIPULATION OF SETTLEMENT AND
RELEASE BETWEEN PLAINTIFFS
AND DEFENDANT**

Judge: Lawrence P. Riff
Dept: Dept. 7

Complaint Filed: September 27, 2022

1 This Stipulation of Settlement and Release (“Stipulation”) is made and entered by and
2 between Plaintiffs Robert Burton, Douglas Kirkland, Edward Martinez, Michael Bissett and
3 Lawrence Henderson (collectively, “Plaintiffs”), individually and on behalf of all members of the
4 Settlement Class, as defined herein, through their counsel Harris & Ruble (“Class Counsel”) and
5 Defendant Ambulance Productions, LLC (“Defendant”) through its counsel McDermott Will &
6 Emery LLP (“Defense Counsel”), and is subject to the terms and conditions hereof and the
7 approval of the Court. Plaintiffs and Defendant are referenced collectively herein as “the
8 Parties.”

9 **I. BACKGROUND AND RECITALS**

10 a. On or about May 5, 2021, Plaintiffs Robert Burton, Douglas Kirkland, Edward
11 Martinez, and Lawrence F. Henderson filed with the California Labor & Workforce Development
12 Agency (“LWDA”) a PAGA Notice entitled *Robert W. Burton, Douglas Kirkland, Edward*
13 *Martinez, Lawrence F. Henderson v. Ambulance Productions, LLC* (the “PAGA Notice”). The
14 PAGA Notice alleges California Labor Code violations stemming from Defendant’s alleged (1)
15 failure to pay wages and/or final wages in violation of Labor Code §§ 201, 202 and 203; (2)
16 failure to provide itemized wage statements in violation of Labor Code § 226(a); (3) failure to
17 provide proper rest and meal periods in violation of Labor Code § 226.7; (4) improper
18 classification of employees as independent contractors in violation of Labor Code § 226.8; (5)
19 failure to reimburse necessary business expenses under Labor Code § 2802; (6) failure to pay
20 minimum and overtime wages in violation of Labor Code §§ 510, 558, 1194 and 1198; and (7)
21 failure to keep complete and accurate payroll records in violation of Labor Code § 1174(d).

22 b. On or about September 27, 2022, Plaintiffs filed in the Superior Court of
23 California, County of Los Angeles, a complaint for Damages entitled *Robert Burton, et al. v.*
24 *Ambulance Productions, LLC; and DOES 1 through 10*, Case No. 22STCV31529 (“the
25 Litigation”). The Litigation alleges California Labor Code violations stemming from Defendant’s
26 alleged (1) continuing wage violations in violation of Labor Code §§ 201.3, 201.5 and 203; (2)
27 failure to provide compliant pay stubs in violation of Labor Code § 226(a); (3) failure to pay
28 overtime in violation of Labor Code §§ 510, 515 and 1198; (4) failure to pay minimum wages in

violation of Labor Code §§ 1194, 1197 and 1197.1; (5) failure to provide meal breaks in violation of Labor Code §§ 226.7 and 512(a); (6) failure to provide rest breaks in violation of Labor Code § 226.7; (7) violation of the Business and Professions Code § 17200 *et seq.*; (8) failure to provide employment records in violation of Labor Code § 226(b); (9) failure to provide employment records in violation of Labor Code § 1198.5; and (10) civil penalties under the Private Attorney General Act (“PAGA”). The Litigation also seeks to recover unpaid wages and expenses, pre-judgment interest, attorneys’ fees, and costs of litigation, as well as various penalties on behalf of themselves and similarly situated current and former employees. The claims were brought on behalf of five putative classes defined as follows: **(1)** “For the period three years and 180 days prior to the filing of this Complaint to date, all persons employed by Defendants as traffic control officers on the Production (such persons are referred to hereafter as 203 Class Members, and such period is referred to hereafter as the Class Period)” (the “203 Class”); **(2)** “For the period one year and 180 days prior to the filing of this Complaint to date, all persons employed by Defendants as traffic control officers on the Production (such persons are referred to hereafter as 226 Class Members, and such period is referred to hereafter as the Class Period)” (the “226 Class”); and **(3)** “For the period three years and 180 days prior to the filing of this Complaint to date, all persons employed by Defendants as traffic control officer on the Production who worked more than 5 hours (such persons are referred to hereafter as Meal Class Members, and such period is referred to hereafter as the Class Period)” (the “Meal Break Class”); **(4)** “For the period three years and 180 days prior to the filing of this Complaint to date, all persons employed by Defendants as traffic control officer on the Production who worked 4 or more hours (such persons are referred to hereafter as Rest Break Class Members, and such period is referred to hereafter as the Class Period)” (the “Rest Break Class”); and **(5)** “For the period four years and 180 days prior to the filing of this Complaint to date, all persons employed by Defendants as traffic control officers on the Production (such persons are referred to hereafter as 17200 Class Members, and such period is referred to hereafter as the Class Period)” (the “17200 Class”) (the “203 Code Class,” “226 Class,” “Meal Break Class,” “Rest Break Class,” and “17200 Class” are collectively referred to as the “Settlement Class Members”).

1 c. Class Counsel and Defense Counsel, who are seasoned, experienced wage-hour
2 class action litigators, engaged in extensive negotiations over the course of eight months and
3 reached an arm's-length resolution. At all times, the negotiations leading to this Stipulation have
4 been adversarial, non-collusive, and at arm's-length.

5 d. The Parties are sufficiently familiar with the facts of the Litigation and the
6 applicable law, so as to warrant Settlement at this time.

7 e. The Parties are represented by counsel and have had the opportunity to consult
8 with counsel prior to the submission of this Stipulation to the Court.

9 f. Nothing in this Stipulation, nor the fact of the Stipulation itself, shall be construed
10 or deemed an admission of liability, culpability, negligence or wrongdoing of any kind on the part
11 of Defendant with respect to the claims alleged in this Litigation.

12 g. Defendant denies any liability or wrongdoing of any kind associated with the
13 claims alleged in the Litigation under state or federal law and further denies that, for any purpose
14 other than settling the Litigation, this Litigation is appropriate for class treatment. Defendant
15 contends, among other things, that it has complied at all times with the California Labor Code, the
16 California Business & Professions Code, the applicable IWC Wage Orders, and all other
17 applicable California and federal law. Nonetheless, Defendant has concluded that further
18 litigation would be protracted and expensive and would also divert Defendant's resources.
19 Defendant has taken into account the uncertainty and risks inherent in litigation. Defendant has
20 therefore concluded that it is desirable that the Litigation be fully and finally settled in the manner
21 and upon the terms and conditions set forth in this Stipulation.

22 h. Plaintiffs believe that they have filed a meritorious action and that class
23 certification is appropriate. Plaintiffs contend that Defendant violated California wage and hour
24 law, and that this Litigation is appropriate for class certification as the requisites for class
25 certification can be satisfied in this case. However, Plaintiffs recognize and acknowledge the
26 significant expense and length of continued proceedings necessary to prosecute litigation against
27 Defendant through class certification, trial and appeal. Plaintiffs are aware that the likelihood of
28 protracted litigation will only further delay payments to Settlement Class Members of wages and

1 penalties they allege they are owed. Plaintiffs are also aware of the inherent problems of proof
2 and possible defenses to the claims alleged and to class certification. After careful consideration
3 and mediation, Plaintiffs have concluded that this class action lawsuit should be fully and finally
4 settled in a manner and upon the terms and conditions set forth in this Stipulation.

5 i. It is the desire of the Parties to fully, finally, and forever settle, compromise, and
6 discharge all disputes and claims that exist between them arising from the Litigation or any claim
7 reasonably related to the claims set forth in the Litigation. In order to achieve a full and complete
8 release of Plaintiffs and the Releasees (as defined below) of such disputes and claims, each
9 Settlement Class Member (which includes any legal heirs and/or successors-in-interest of each
10 member of the Settlement Class), through execution of this Stipulation by Plaintiffs,
11 acknowledges that this Stipulation is intended to include in its effect all claims arising from or
12 related to the allegations in the Complaint against Defendant Ambulance Productions, LLC,
13 including, but not limited to, CJ ENM Co., Endeavor Group Holdings, Inc., Endeavor Content,
14 LLC and Fifth Season, LLC, and each of their past, present and future affiliates, firms,
15 corporations, limited liability companies, partnerships, trusts, associations, organizations,
16 predecessors, successors, assigns, divisions, joint venturers, parent companies, subsidiaries,
17 insurers, and their employee benefit plans, and the trustees, fiduciaries, and administrators of
18 those plans and any of their current or former stockholders, investors, representatives, officers,
19 directors, members, partners, trustees, principals, consultants, family members, heirs, executors,
20 administrators, servants, agents, employees, contractors, subcontractors, attorneys, and all persons
21 acting under, by, through, or in concert with any of them. "Releasees" shall also include all
22 entities and personnel affiliated with the production of the 2022 film, "Ambulance" (hereinafter
23 the "Ambulance Production"), including any and all of their current or former employees,
24 consultants, contractors, and subcontractors.

25 j. It is also the desire of the Parties to fully, finally and forever settle, compromise,
26 and discharge all disputes and claims that exist on behalf of the named Plaintiffs in their
27 individual capacities, and the named Plaintiffs agree to execute a general release, including a
28 section 1542 waiver.

k. It is the intention of the Parties that this Stipulation shall constitute a full and complete settlement and release of all claims arising from or related to the factual allegations in the Litigation, or that could have been raised by the factual allegations in the Litigation, including, without limitation, any and all claims that can lawfully be released arising from said allegations under the California Labor Code, the Business & Professions Code (including section 17200 *et seq.*), and attorneys' fees and costs, which release shall include in its effect Defendant Ambulance Productions, LLC, including, but not limited to, CJ ENM Co., Endeavor Group Holdings, Inc., Endeavor Content, LLC and Fifth Season, LLC, and each of their past, present and future affiliates, firms, corporations, limited liability companies, partnerships, trusts, associations, organizations, predecessors, successors, assigns, divisions, joint venturers, parent companies, subsidiaries, insurers, and their employee benefit plans, and the trustees, fiduciaries, and administrators of those plans and any of their current or former stockholders, investors, representatives, officers, directors, members, partners, trustees, principals, consultants, family members, heirs, executors, administrators, servants, agents, employees, contractors, subcontractors, attorneys, and all persons acting under, by, through, or in concert with any of them. "Releasees" shall also include all entities and personnel affiliated with the Ambulance Production, including any and all of their current or former employees, consultants, contractors, and subcontractors. (collectively, the "Releasees").

II. DEFINITIONS

As used in this Stipulation, and for purposes of the settlement of this Litigation only, the following terms shall have the meanings specified below:

- a. "Complaint" shall mean the operative Complaint, to be reviewed and approved by Defendant and filed by Plaintiffs substantially in the form attached as **Exhibit A**.
- b. "Attorneys' Costs" shall mean Class Counsel's actual costs, shown by proper documentation, incurred in this Litigation, to be determined by the Court, but not to exceed Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00).
- c. "Attorneys' Fees" shall mean Class Counsel's attorneys' fees in connection with the Litigation to be determined by the Court, but not to exceed Sixty-Six Thousand

Six Hundred and Sixty-Seven Dollars and Zero Cents (\$66,667.00), or Thirty-Three Percent (33.33%) of the GFV.

- d. "Claims Administrator" means Phoenix Class Action Administration Solutions, located at P.O. Box 7208, Orange, CA 92863.
- e. "Claims Administration Fee" includes all costs and expenses due to the Claims Administrator in connection with its administration of the claims including, but not limited to, providing Notice, locating Settlement Class Members, reviewing letters from individuals opting out of the Settlement, calculating withholdings and taxes including Defendant's taxes, and administering and distributing Settlement payments to Settlement Class Members, not to exceed \$5,000.00.
- f. "Class Counsel" means Alan Harris, Esq. and David Garrett, Esq., of Harris & Ruble.
- g. "Class Data List" means a list in Excel format with the Settlement Class Members' names, home addresses, social security numbers and best estimates of dates of employment so that the Claims Administrator can determine each Settlement Class Member's number of Workweeks, mail out notices and forms, and perform any skip tracing necessary.
- h. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit B**.
- i. "Class Period" shall mean the time period from November 2, 2020, to the date of preliminary approval of the Settlement.
- j. "Defendant" means Ambulance Productions, LLC.
- k. "Defense Counsel" shall mean Maria C. Rodriguez, Esq., Brian Casillas, Esq. and Marjorie C. Soto, Esq. of McDermott Will & Emery LLP.
- l. "Effective Date" means the later of: (1) if no objections are raised and no appeal is taken, the date on which the time to file any appeal from the Judgment has expired or ten (10) business days after entry of Final Approval of the Settlement; or (2) if an appeal is timely filed with respect to the Judgment, the date such an appeal is

1 dismissed or the Judgment is affirmed, and the Judgment is not subject to further
2 judicial review or reconsideration by any court, but only after all of the following
3 events have occurred: (i) this Stipulation has been executed by all Parties and by
4 counsel for the Parties; (ii) the Court has given Preliminary Approval of the
5 Settlement; (iv) notice has been given to the putative Settlement Class Members,
6 providing the Settlement Class Members with an opportunity to opt out of the
7 Settlement Class; and (v) the Court has held a formal fairness hearing and entered
8 a final order and judgment certifying the Settlement Class, and approving this
9 Stipulation consistent with California Rule of Court 3.769(h). The Class Release
10 shall not be effective until the Settlement is fully-funded by Defendant.

11 m. "Final Approval of the Settlement" shall mean (1) entry of an order by the Court
12 ordering final approval of the Settlement and expiration of the time to file any
13 appeal, or (2) the final resolution of any appeal(s) filed which upholds the validity
14 of all the terms of the Settlement, whichever occurs later (and without regard to
15 whether timely objections are filed).

16 n. "Gross Fund Value" or "GFV" shall mean the non-reversionary maximum gross
17 amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) to be
18 paid by Defendant pursuant to this Settlement and before Court-approved
19 deductions for the LWDA Payment, Claims Administration Fee, Attorneys' Fees,
20 Attorneys' Costs and the Service Award.

21 o. "Litigation" means the lawsuit, *Robert Burton, Douglas Kirkland, Edward*
22 *Martinez, Michael Bissett and Lawrence Henderson, individually and on behalf of*
23 *all others similarly situated v. Ambulance Productions, LLC; and Doe 1 through*
24 *and including Doe 10*, case no. 22STCV31529 filed on or about September 27,
25 2022 in the Superior Court of California, County of Los Angeles.

26 p. "LWDA Payment" shall mean the payment to the State of California Labor &
27 Workforce Development Agency ("LWDA") under the California Private
28 Attorneys General Act of 2004, or Seventy Five Percent (75%) of the PAGA

1 Settlement Amount. The Parties have agreed that Ten Thousand Dollars and Zero
2 Cents (\$10,000.00) of the GFV will be allocated to the resolution of any
3 Settlement Class Members' claims arising under PAGA ("PAGA Settlement
4 Amount"). Under California Labor Code section 2699(i), Seventy-Five Percent
5 (75%), or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), of
6 the PAGA Settlement Amount will be paid to the California Labor & Workforce
7 Development Agency, and Twenty Five Percent (25%), or Two Thousand Five
8 Hundred Dollars and Zero Cents (\$2,500.00), of the PAGA Settlement Amount
9 will be distributed to the Aggrieved Employees based upon the calculation of each
10 Aggrieved Employee's work start date or dates to work end date or dates during
11 which the Aggrieved Employee worked as an hourly non-exempt employee, based
12 on Defendant's records, and the dates during which each Aggrieved Employee
13 worked as a non-exempt hourly employee. Any weeks that an Aggrieved
14 Employee was not performing services for Defendant shall not be counted as
15 Workweeks for purposes of calculating the Aggrieved Employee's proportionate
16 share of the NFV. The "PAGA Period" is defined as November 2, 2020 through
17 the date of preliminary approval of settlement. The "PAGA Release" is defined as
18 all claims for penalties under PAGA as disclosed in the PAGA Letter and alleged
19 in the Complaint and arising during the PAGA Period. The "PAGA Release
20 Effective Date" is the date upon which Defendant fully funds the Settlement. The
21 PAGA Release shall not be effective until the Settlement is fully-funded by
22 Defendant.

- 23 q. "Net Fund Value" or "NFV" shall mean the Gross Fund Value minus the Claims
24 Administration Fee, Attorneys' Fees, Attorneys' Costs, LWDA Payment, and
25 Service Award.
- 26 r. "PAGA Claims" shall mean the Settlement Class Members' claims for civil
27 penalties under the California Private Attorneys General Act of 2004.
28

- 1 s. "PAGA Settlement Amount" shall mean the total amount the Parties agree to
2 recommend that the Court approve in settling the PAGA Claims. In this case, the
3 Parties recommend that the Court approve Ten Thousand Dollars and Zero Cents
4 (\$10,000.00) as an appropriate PAGA Settlement Amount.
- 5 t. "Plaintiffs" shall mean class representatives Robert Burton, Douglas Kirkland,
6 Edward Martinez, Michael Bissett, and Lawrence Henderson.
- 7 u. "Parties" shall mean Plaintiffs and Defendant.
- 8 v. "Preliminary Approval of the Settlement" shall mean entry of an order by the
9 Court ordering preliminary approval of the proposed Settlement, including an
10 order as to the time, date, and place of the hearing on Final Approval of the
11 Settlement, the Class Notice, and any other matters deemed necessary for the
12 proper conduct of a Final Approval of the Settlement.
- 13 w. "Releasees" shall mean Defendant Ambulance Productions, LLC, including, but
14 not limited to, CJ ENM Co., Endeavor Group Holdings, Inc., Endeavor Content,
15 LLC and Fifth Season, LLC, and each of their past, present and future affiliates,
16 firms, corporations, limited liability companies, partnerships, trusts, associations,
17 organizations, predecessors, successors, assigns, divisions, joint venturers, parent
18 companies, subsidiaries, insurers, and their employee benefit plans, and the
19 trustees, fiduciaries, and administrators of those plans and any of their current or
20 former stockholders, investors, representatives, officers, directors, members,
21 partners, trustees, principals, consultants, family members, heirs, executors,
22 administrators, servants, agents, employees, contractors, subcontractors, attorneys,
23 and all persons acting under, by, through, or in concert with any of them.
24 "Releasees" shall also include all entities and personnel affiliated with the
25 Ambulance Production, including any and all of their current or former employees,
26 consultants, contractors, and subcontractors.
- 27 x. "Service Award" shall mean Five Thousand Dollars (\$5,000.00) for each of
28 Plaintiffs Robert W. Burton, Douglas Kirkland, Edward Martinez, Michael Bissett,

1 and Lawrence Henderson, as class representatives in exchange for a general
2 release of claims, waiver of the right to opt out or object to the settlement, and for
3 serving as class representatives.

4 y. "Settlement" means the terms and conditions set forth in this Stipulation.

5 z. "Settlement Class" means the class certified for purposes of Settlement only,
6 following the entry of Order by the Court.

7 aa. "Settlement Class Members" shall mean all current and former hourly non-exempt
8 Traffic Control Officers employed by Defendant between November 2, 2020, and
9 the date of preliminary approval of settlement, and who do not timely opt out of
10 the Settlement.

11 bb. "Workweeks" shall mean the calculation of each Settlement Class Member's work
12 start date or dates to work end date or dates during which the Settlement Class
13 Member worked as an hourly non-exempt employee, based on Defendant's
14 records, and the dates during which each Settlement Class Member worked as a
15 non-exempt hourly employee. Any weeks that a Settlement Class Member was
16 not performing services for Defendant shall not be counted as Workweeks for
17 purposes of calculating a Class Member's proportionate share of the NFV.

18 cc. "Aggrieved Employees" shall mean all current and former hourly non-exempt
19 Traffic Control Officers employed by Defendant between November 2, 2020, and
20 the date of preliminary approval of settlement.

21 dd. "Aggrieved Employees' PAGA Release" shall mean: After the Court's judgment
22 is final, and Ambulance has paid the Gross Settlement (and separately paid the
23 employer-side payroll taxes), all Aggrieved Employees will be barred from
24 asserting PAGA claims against Ambulance, whether or not they exclude
25 themselves from the Settlement. This means that all Aggrieved Employees,
26 including those who are Participating Class Members and those who opt-out of the
27 Class Settlement, cannot sue, continue to sue, or participate in any other PAGA
28

claim against Ambulance or its related entities based on the PAGA Letter an
alleged in the Complaint and resolved by this Settlement.

III. TERMS OF SETTLEMENT

a. Gross Fund Value. In full and complete settlement of Plaintiffs' claims for the class, and without admitting any liability, Defendant shall pay to the Claims Administrator for the benefit of the class an "all-in," non-reversionary payment of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) that shall be referred to herein as a Gross Fund Value ("GFV"). The payment of the GFV by Defendant pursuant to this Stipulation shall settle all pending issues between the Releasees and the Settlement Class, including, but not limited to, all damages, payments of class claims, Claims Administration Fee, Attorneys' Fees, Attorneys' Costs, LWDA Payment, and Service Award. Defendant shall be responsible for paying, in addition to the GFV, any applicable and lawfully required employer payroll taxes.

b. Calculation of Net Fund Value. The Net Fund Value ("NFV") is equal to the GFV minus the Claims Administration Fee (not to exceed \$5,000.00), Attorneys' Fees (up to \$66,667.00 or 33.33% of the GFV), Attorneys' Costs (up to \$12,500.00), LWDA Payment (up to \$10,000.00) and the Service Award (up to \$5,000 for each representative Plaintiff). The NFV shall be divided by the total aggregate Workweeks of the Class Members for the Settlement Class Members and divided in proportionate shares based on the number of Workweeks for the individual Settlement Class Members as reflected in Defendant's records. The NFV will be used to calculate the settlement share each Class Member will receive if this Settlement becomes effective as defined above.

c. Attorneys' Fees and Costs: In consideration for settling this matter and in exchange for the release of all claims by the Settlement Class, and subject to final approval by the Court, Defendant agrees not to oppose Class Counsel's motion for Attorneys' Fees in the total amount of up to 33.33% of the GFV to compensate and reimburse Class Counsel for all of the work already performed by Class Counsel in this case and all of the work remaining to be performed by Class Counsel in documenting the Settlement, securing Court approval of the Settlement, administering the Settlement, making sure that the Settlement is fairly administered

1 and implemented, and obtaining dismissal of the Litigation. Regardless of the fee award, Class
2 Counsel will not seek to cancel or otherwise challenge the settlement but will accept the award of
3 the Court, subject to Plaintiffs' right to appeal any attorney's fees award by the Court. Class
4 Counsel shall be separately reimbursed for costs actually incurred in litigating this Litigation,
5 subject to documentation of such costs, of up to \$12,500.00 out of the GFV. Should the Court
6 approve a lesser percentage or amount of fees and/or costs, the unapproved portion shall be part
7 of the NFV.

8 d. Service Award: Subject to approval by the Court, Defendant further agrees to pay
9 Plaintiffs a Service Award not to exceed \$5,000.00, in consideration for a general release of
10 claims and for serving as the class representatives. Defendant will not oppose Class Counsel's
11 request. The Service Award is in addition to the claim share to which Plaintiffs are entitled along
12 with other Settlement Class Members and the amount allocated to resolve their individual claims.
13 Should the Court approve a Service Award less than that set forth herein, the unapproved portion
14 shall be added to the NFV and distributed to Settlement Class Members.

15 e. Michael Bissett: The Parties agree and stipulate that although Michael Bissett is
16 not a named representative Plaintiff in the PAGA Notice, Michael Bissett is a named
17 representative in the Litigation and therefore Class Counsel are not required to file an amended
18 PAGA Notice.

19 f. Effectiveness of Settlement: The Settlement shall become effective only when all
20 of the following events have occurred (the "Effective Date"):

- 21 i. The Stipulation has been executed by all Parties and by counsel for the Parties;
- 22 ii. Plaintiffs have, within fifteen (15) days after the Parties' execution of this
23 Stipulation, filed a Motion for Preliminary Approval and selected the soonest
24 available hearing date from the Court;
- 25 iii. The Court has given Preliminary Approval of the Settlement;
- 26 iv. Notice has been given to the putative Class Members, providing the Class
27 Members with an opportunity to opt out of the Settlement Class;
- 28

- 1 v. The Court has held a formal fairness hearing and entered a final order and
2 judgment certifying the Settlement Class, approved this Stipulation and dismissed
3 this Litigation; and
- 4 vi. The later of: (1) if no objections are raised and appeal is taken, the date on which
5 the time to file any appeal from the Judgment has expired or ten (10) business days
6 after the entry of Final Approval Order and Judgment; or (2) if an appeal is timely
7 filed with respect to the Judgment, the date such an appeal is dismissed or the
8 Judgment is affirmed, and the Judgment is not subject to further judicial review or
9 reconsideration by any court.
- 10 g. Effective Date: The Class Release shall not be effective until the Settlement is
11 fully-funded by Defendant. No money will be distributed unless and until the Effective Date
12 occurs (defined above). If the Court fails to approve the Settlement, or if any appellate court fails
13 to approve the Settlement, resulting in a failure to reach the Effective Date:
- 14 i. The Stipulation shall have no force and effect, and no Party shall be bound by any
15 of its terms;
- 16 ii. Defendant shall have no obligation to make any payments to the Class Members,
17 Class Counsel, or the Claims Administrator;
- 18 iii. Any preliminary approval order, final approval order, and judgment, shall be
19 vacated;
- 20 iv. The Stipulation and all negotiations, statements, and proceedings, and data relating
21 thereto, shall be without prejudice to the rights of any of the Parties, all of whom
22 shall be restored to their respective positions in the Litigation prior to the
23 Settlement; and
- 24 v. Other than this Stipulation, which shall be a matter of public record, or any
25 attachments or exhibits thereof, no ancillary documents, actions, statements, or
26 filings in furtherance of the settlement, including those exchanged and/or
27 submitted in connection with settlement discussions, shall be admissible or offered
28

1 into evidence in the Litigation or any other action or proceeding for any purpose
2 whatsoever, pursuant to California Evidence Code sections 1152 and 1154.

3 **IV. CLAIMS PROCEDURE**

4 a. Claims Administrator: The Claims Administrator's duties shall include, without
5 limitation, mailing the Class Notices, performing necessary skip traces on Class Notices returned
6 as undeliverable, reviewing opt out requests from Settlement Class Members, reviewing disputes
7 regarding Workweeks, verifying that Social Security numbers included on opt-out forms match
8 Social Security numbers provided by Defendant to the Claims Administrator, calculating and
9 processing payments for all Settlement Class Members, re-mailing Class Notices which are
10 returned as undeliverable, providing Class Counsel and Defense Counsel with the reports as
11 requested and as set forth in this Settlement Agreement, preparing declarations regarding its
12 duties for preliminary or final approval, preparing and mailing of all Settlement Class Members'
13 settlement checks and calculating Defendant's tax obligations in connection with the Settlement
14 Payments to Settlement Class Members.

15 b. Costs of Claims Administrator: The Claims Administrator has quoted an
16 estimated fee of \$5,000.00. Plaintiffs and Defendant will allocate an amount, not to exceed
17 \$5,000.00, to be paid from the GFV. If the Claims Administrator is able to complete its work for
18 less than \$5,000.00, the balance will be applied to the NFV.

19 c. Calculation of Class Members' Payments: In consideration for settlement and a
20 release of all Released Claims against Defendant and the Releasees, all Settlement Class
21 Members who make claims shall receive a proportionate share of the NFV. The determination of
22 each Settlement Class Member's proportionate share of the NFV will be based on the total
23 Workweeks, the number of weeks worked by each Settlement Class Member, and the number of
24 Settlement Class Members. Individual PAGA Payments to the Aggrieved Employees shall be
25 based on their PAGA Period Workweeks.

26 d. Disputes Regarding Individual Settlement Payments: Settlement Class Members
27 will have the opportunity, should they disagree with Defendant's records regarding the number of
28 Workweeks, as stated on their Class Notice, to provide documentation and/or an explanation to

1 show contrary information. Any dispute must be postmarked within forty five (45) days of the
2 Claims Administrator's mailing of the Class Notice. If disputes are not submitted in a timely
3 manner, Settlement Class Members will be paid based on Defendant's records. If there is a
4 dispute, the Claims Administrator will consult with the Parties to determine whether an
5 adjustment is warranted. The Claims Administrator shall determine the eligibility for, and the
6 amounts of, any individual Settlement Payments under the terms of this Agreement. The Claims
7 Administrator's determination of the eligibility for and amount of any individual Settlement
8 Payment shall be binding upon the Settlement Class Member and the Parties.

9 e. Class Data List: Following the Preliminary Approval of the Settlement, currently
10 set to be heard by the Court on a date to be determined by the Court, Defendant will have fifteen
11 (15) business days to provide the Claims Administrator with the Class Data List. Based on the
12 Class Data List, the Claims Administrator will calculate the total number of Workweeks for the
13 Settlement Class Members. This will result in an aggregate amount of Workweeks, as well as an
14 individual amount of Workweeks for each of the Settlement Class Members. In order to
15 determine the amount of payment for each Workweek, the NFV shall be divided by the total
16 aggregate Workweeks of the Class Members for each Settlement Class Member, and divided
17 based on the number of Workweeks for the individual Settlement Class Member.

18 f. Tax Treatment of Each Class Member's Portion of NFV: The individual
19 Settlement Payment to each Settlement Class Member will be one-third (1/3) wages and two-
20 thirds (2/3) penalties and interest. This allocation shall not apply to the Service Award to
21 Plaintiffs because no part of such Service Award will be wages. The payroll deductions for the
22 wage portion of the individual Settlement Payments will be calculated by the Claims
23 Administrator, subtracted from the Settlement Payments, and paid to the appropriate government
24 agencies by the Claims Administrator. Defendant shall be responsible for the employer's share of
25 the government payroll obligations, which shall be calculated by the Claims Administrator. The
26 Claims Administrator will calculate the amount owed by Defendant, which will be paid to the
27 Claims Administrator by Defendant at the time that it funds the remaining portions of the
28 Settlement. The Individual PAGA Payments are for penalties rather than wages. The

1 Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the
2 Individual Class Payments on IRS 1099 Forms. The Claims Administrator will then prepare a
3 Form W-2 and Form 1099 for each Settlement Class Member, reflecting each Settlement Class
4 Member's non-wage income and wage income. The Claims Administrator will be responsible for
5 preparing these forms correctly. The Claims Administrator shall also be responsible for
6 submitting Defendant's share of the government payroll obligations to the appropriate
7 government agencies on behalf of Defendant.

8 g. Tax Treatment of Plaintiffs' Service Award: Plaintiffs will receive an IRS Form
9 1099 for their portion of the Service Award, and will be responsible for correctly characterizing
10 this additional compensation for tax purposes and for payment of any taxes owing on said
11 amount.

12 h. Taxes and Withholdings: The Claims Administrator shall be responsible for
13 calculating and withholding all required state and federal taxes on behalf of both Settlement Class
14 Members and Defendant, and for communicating this information to the Parties in a report in
15 which the names of the Settlement Class Members will be coded. For each Settlement Class
16 Member, the report shall state the number of Workweeks, the gross award, the Settlement Class
17 Member's share of taxes withheld, the net award and the amount of Defendant's related payroll
18 burden to be paid to government entities. The Claims Administrator will not disclose to Class
19 Counsel any home address, telephone or other personal information of any Settlement Class
20 Member unless so ordered by the Court. Proof of payment will be filed with the Court and
21 provided to the Parties' counsel.

22 i. Reporting to Parties: After the Class Notices are mailed to Settlement Class
23 Members, the Claims Administrator shall provide a weekly report to Class Counsel and Defense
24 Counsel setting forth the number of opt-outs or disputes regarding Workweeks received. Within
25 fifty (50) days after the Class Notice is mailed, the Claims Administrator will provide a further
26 report certifying jointly to Class Counsel and Defense Counsel which claims were valid and
27 timely filed and will do so without revealing the names or other personal information of the
28 Settlement Class Members.

1 j. Dispute of Final Report: After the Claims Administrator provides the final report
2 of all valid opt out individuals, counsel for the Parties shall have five (5) days after the Claims
3 Administrator issues its report to review and make any objections to the report from the Claims
4 Administrator. Any dispute with regard to the calculation of award checks will be decided by the
5 Court.

6 k. Disputes Regarding Administration of Settlement: Any disputes not resolved by
7 the Claims Administrator concerning the administration of the Settlement will be resolved by the
8 Court, under the laws of the State of California. Prior to any such involvement of the Court,
9 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of
10 involving the Court.

11 l. Contact with Class Members: Class Counsel agrees not to affirmatively telephone,
12 e-mail or otherwise contact any Class Members, except for Class Counsel contacting Plaintiff,
13 regarding the Settlement, including any attempts to encourage or discourage, any Class Member
14 to participate in the Settlement. Defendant and Defense Counsel agree that they will not attempt
15 to encourage or discourage any Class Member to participate in the Settlement, but may advise its
16 employees of this Settlement.

17 **V. NOTICE TO SETTLEMENT CLASS MEMBERS**

18 a. Notice to Class Members: Within twenty-five (25) business days of the date of
19 Preliminary Approval of the Settlement, the Claim Administrator shall mail, by U.S. First Class,
20 to Class Members a Class Notice. The Class Notice will list the individual Settlement Class
21 Member's total number of Workweeks.

22 b. Opt-Out Procedure for Settlement Class: The Class Notice sent to all Settlement
23 Class Members will include the right of each individual Settlement Class Member to opt out of
24 the proposed Settlement. Any Settlement Class Member who wishes to opt out of the Settlement
25 must complete and submit a written statement requesting exclusion from the Settlement within
26 forty-five (45) calendar days of the mailing of the Class Notice ("Response Deadline"). Such
27 written request for exclusion must contain the full name, current home (or mailing) address, and
28 last four digits of the Social Security number of the person requesting exclusion, and it must

1 include the statement, or words that are sufficiently similar to the following: “I wish to be
2 excluded from the Settlement of the case entitled *Robert Burton, Douglas Kirkland, Edward*
3 *Martinez, Michael Bissett and Lawrence Henderson, individually and on behalf of all others*
4 *similarly situated v. Ambulance Productions, LLC; and DOE 1 through and including DOE 10,*
5 *Case No. 22STCV31529.*” The written request must be signed by the person requesting
6 exclusion and must be returned by mail to the Claims Administrator at the specified address set
7 forth on the Class Notice, and must be postmarked on or before the deadline to opt out. The date
8 of the postmark on the return mailing envelope shall be the exclusive means used to determine
9 whether a request for exclusion has been timely submitted. In the event of any dispute
10 concerning whether a Class Member has timely and properly opted out of the Settlement, counsel
11 for the Parties shall meet and confer in good faith to resolve such dispute. Opting out of the
12 Settlement waives the right to object to the Settlement. To the extent that a Settlement Class
13 Member submits both an opt-out request and an objection, the opt-out request will be accepted
14 and the objection will be deemed invalid.

15 c. Settlement Class Members shall also be informed of their right to object to the
16 Settlement. Any such objection must be signed and must include: (i) the Class Member’s name,
17 address, and telephone number; (ii) a statement of the objection(s), as well as specific reasons, if
18 any, for the objections, and any supporting evidence the Class Member wishes to introduce; and
19 (iii) the case name and number. Such written statement must be filed with the Court and served
20 on counsel for Plaintiffs and Defendant within forty-five (45) calendar days following the initial
21 mailing of the Class Notice by the Claims Administrator. The date of the postmark on the return
22 mailing envelope shall be the exclusive means used to determine whether an objection has been
23 timely submitted. In the event of any dispute concerning whether a Class Member has timely and
24 properly objected to the Settlement, counsel for the Parties shall meet and confer in good faith to
25 resolve such dispute.

26 d. Returned Mail: If the Class Notice is returned as undeliverable with a forwarding
27 address provided by the United States Postal Service, the Claims Administrator will promptly
28 resend the Class Notice to that forwarding address along with a brief letter stating that the

1 Settlement Class Member has until the original deadline set forth on the Class Notice. If an
2 original mailing is returned as undeliverable without a forwarding address, the Claims
3 Administrator will perform one skip trace only, and if it obtains a more recent address, will
4 resend the Class Notice along with a brief letter stating that the Settlement Class Member has
5 until the original deadline set forth on the Class Notice or thirty (30) calendar days after the re-
6 mailing of the Class Notice (whichever is later) to submit a dispute, opt out or object. Claims
7 Administrator will endeavor to complete all re-mailings within fifteen (15) calendar days of the
8 initial mailing date of the Class Notice. For any re-mailing, the Claims Administrator shall do
9 one of two things: (1) specify in the re-mailing that the last day to opt out or object is the latter of
10 the 45 days after the original mailing or 30 days after the re-mailing and provide such dates in the
11 Class Notice so that the Class Member is able to calculate the deadline; or (2) calculate and
12 identify the deadline for each and every re-mailing.

13 e. Uncashed Checks: If any Settlement Class Member fails to cash his or her award
14 check within one hundred eighty (180) calendar days of distribution, the funds associated with
15 any checks that are not timely negotiated shall be handled as follows: All settlement checks sent
16 to Participating Class Members and not cashed within one hundred eighty (180) calendar days of
17 issuance shall be sent to the California State Controller's Office: Unclaimed Property Fund. Any
18 cash benefit owed to any Participating Class Member whose addresses cannot be located shall
19 also be sent to the California State Controller's Office: Unclaimed Property Fund. Settlement
20 Class Members who, for any reason, do not negotiate their checks in a timely manner shall
21 remain subject to the terms of the Judgment, including releasing the Released Claims set forth
22 herein.

23 **VI. FUNDING AND PAYMENT OF SETTLEMENT**

24 a. Funding of Settlement: Within ten (10) business days of the Effective Date,
25 Defendant will deposit the money necessary to fund the Settlement into a qualified settlement
26 account maintained by the Claims Administrator.

27 b. Payment Procedure: Within ten (10) business days after Defendant's deposit of
28 funds with the Claims Administrator, the Claims Administrator will pay all claims and Court-

1 approved attorneys' fees and costs, Claims Administrator fees and the Service Award to Plaintiff.

2 **VII. RELEASE BY THE CLASS MEMBERS**

3 a. Settlement Class Member Release. Upon funding of the Settlement by Defendant,
4 the Settlement Class, and each Class Member who has not submitted a timely and valid written
5 request to opt out of the Settlement shall have released, to the maximum extent permitted by law,
6 Defendant, and each of the Releasees, through, or in concert with any of them, from all claims,
7 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages,
8 actions or causes of action contingent or accrued for, or which arise from or are reasonably
9 related to the facts, allegations or claims asserted in the Litigation ("Released Claims"). The
10 Released Claims include but are not limited to all claims for alleged wage and hour violations or
11 unfair competition, including but not limited to any claims of or related to off-the-clock work,
12 unpaid minimum or overtime wages, meal periods, rest periods, wages not timely paid during
13 employment, final wages not timely paid, bonus calculations into regular rate of pay for purposes
14 of overtime compensation, wage statements, expense reimbursements, failure to maintain payroll
15 records, restitution and other equitable relief, liquidated damages, punitive damages, waiting time
16 penalties, any and all other penalties related to these claims, and any and all other possible benefit
17 claimed on account of the allegations asserted in the Litigation, or that reasonably relate to the
18 Litigation including but not limited to claims under California Labor Code sections 201, 202, 203,
19 204, 210, 218, 218.6, 221, 226, 226.3, 226.7, 351, 510, 512, 515, 558, 1174, 1174.5, 1175, 1194,
20 1194.2, 1194.3, 1195.5, 1197.2, 1198, 1198.3, 1198.5, 1199, 2698, 2699.3 *et. seq.*, 2802,
21 California Business & Professions Code § 17200 *et seq.*, Cal. Code Regs., Title 8, § 11000 *et*
22 *seq.*, PAGA, and all applicable IWC wage orders and wage order provisions, arising during the
23 Class Period.

24 b. Plaintiffs' General Release of Claims. In addition to the Settlement Class Release,
25 Plaintiffs, for themselves and their heirs, representatives, attorneys, executors, administrators,
26 successors, and assigns, do hereby release, acquit, and forever discharge Defendant Ambulance
27 Productions, LLC, including, but not limited to, CJ ENM Co., Endeavor Group Holdings, Inc.,
28 Endeavor Content, LLC and Fifth Season, LLC, and each of their past, present and future

1 affiliates, firms, corporations, limited liability companies, partnerships, trusts, associations,
2 organizations, predecessors, successors, assigns, divisions, joint venturers, parent companies,
3 subsidiaries, insurers, and their employee benefit plans, and the trustees, fiduciaries, and
4 administrators of those plans and any of their current or former stockholders, investors,
5 representatives, officers, directors, members, partners, trustees, principals, consultants, family
6 members, heirs, executors, administrators, servants, agents, employees, contractors,
7 subcontractors, attorneys, and all persons acting under, by, through, or in concert with any of
8 them, as well as all entities and personnel affiliated with the Ambulance Production, including
9 any and all of their current or former employees, consultants, contractors, and subcontractors
10 from any and all actions, causes of action, grievances, obligations, attorneys' fees, costs,
11 expenses, damages, wages, losses, claims, liabilities, suits, debts, demands, and benefits, of
12 whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or
13 not matured, of any kind or nature whatsoever, based on any act, omission, event, occurrence, or
14 nonoccurrence at any time prior to the Effective Date of this Agreement, including but not limited
15 to any claims or causes of action arising out of or in any way relating to Plaintiffs' employment
16 relationships with Defendant. Plaintiffs further waive their right to opt out from, object to or
17 challenge the Class Settlement, the Settlement Class, or any of the matters contained in this
18 Agreement.

19 c. Known and Unknown Claims. Plaintiffs acknowledge that claims may hereafter
20 be discovered that are in addition to or different from those that are now known or believed to
21 exist with respect to the subject matter of this Settlement and which, if known or suspected at the
22 time of executing this Settlement Agreement, may have materially affected the decision to
23 execute this Settlement Agreement. Plaintiffs understand that they are waiving as to the Released
24 Claims all rights and benefits afforded by section 1542 of the California Civil Code, which
25 provides:

26 **A general release does not extend to claims that the creditor or**
27 **releasing party does not know or suspect to exist in his or her favor at**
28 **the time of executing the release, and that if known by him or her,**

1 **would have materially affected his or her settlement with the debtor**
2 **or released party.**

3 d. The Parties intend that the judgment pursuant to California Rule of Court 3.769(h)
4 entered by the Court shall be final and binding upon all Settlement Class Members (including
5 Plaintiff).

6 **VIII. CERTIFICATION OF CLASS FOR PURPOSES OF SETTLEMENT ONLY**

7 a. These stipulations are made solely for purposes of the Settlement, and if this case
8 were to be further litigated, the parties reserve their rights to contend that a different scope and
9 nature of class certification – including none at all – would be appropriate. These stipulations are
10 in no way an admission that class certification is proper under the more stringent standards
11 otherwise applicable to class certification not involving a settlement class; thus, this Settlement
12 will not be admissible in this or any other action or proceeding as evidence (i) that the classes set
13 forth in Plaintiffs' Complaint or any other class should be certified or (ii) that Defendant is liable
14 to Plaintiffs, the Settlement Class Members, or any other class.

15 b. Notwithstanding any other provision in this Stipulation, Defendant retains the
16 right, in the exercise of its sole discretion, to nullify the settlement within thirty (30) days after the
17 Response Deadline, if ten percent (10%) or more of Settlement Class Members opt out of this
18 settlement. Counsel for the Settlement Class Members and Defendant specifically agree not to
19 solicit opt-outs, directly or indirectly, through any means.

20 c. If, for any reason, the Court does not grant final approval of the Settlement without
21 material modification, or if the Court's final approval of the Settlement is reversed or materially
22 modified on appellate review, then this Settlement – including this Class Stipulation – will
23 automatically become null and void; the fact that the Parties had made the Class Stipulation or
24 that the Court accepted the Class Stipulation will be inadmissible evidence in any subsequent
25 proceeding in the Litigation or elsewhere.

26 d. If, after a notice of appeal or a petition for writ of certiorari, or any other motion,
27 petition, or application, the reviewing court vacates, reverses, or modifies the Final Approval
28 Order such that there is a material modification to the Settlement, and that Court's decision is not

1 completely reversed and the Final Approval Order is not fully affirmed on review by a higher
2 court, then either Plaintiffs or Defendant will have the right to void the Settlement, which the
3 Party must do by giving written notice to the other Parties, the reviewing court, and the Court not
4 later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially
5 modifying the Final Approval Order becomes Final. The Court's vacation, reversal, or
6 modification of Plaintiffs' Service Award or the Class Counsel Attorneys' Fees and Costs will not
7 constitute a vacation, reversal, or material modification of the Final Approval Order within the
8 meaning of this paragraph, provided that Defendant's obligation to make payments under this
9 Settlement remains limited to the Gross Fund Value.

10 **IX. CONFIDENTIALITY OF SETTLEMENT**

11 a. Plaintiffs and Class Counsel will not engage in any type of publicity related to this
12 Litigation or Settlement, including but not limited to posting the fact of this Litigation or
13 Settlement on any website, issuing any type of press release regarding this Litigation or
14 Settlement, initiating any media coverage (digital, radio, satellite, print, recorded, social media,
15 including Facebook, Twitter, Instagram, Myspace, Vine, TikTok, Snapchat, etc.) or responding to
16 any request for comment about the Litigation or Settlement, or responding to any press inquiries
17 regarding this Litigation or Settlement. Class Counsel further agrees that to the extent previous
18 websites or publications of any kind were created to notify putative class members of this
19 Litigation, such websites will be immediately removed.

20 b. All materials provided to Plaintiffs and Class Counsel in the course of the
21 litigation remains confidential and produced only for the purpose of effectuating this settlement.
22 Plaintiffs' counsel agrees not to use said materials for any other purpose. Within thirty (30) days
23 of the Effective Date, Plaintiffs' Counsel shall either return all discovery produced by Defendant
24 in this matter or certify that all discovery that was produced has been destroyed.

25 **X. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

26 a. Plaintiffs shall, with Defense Counsel's prior review and approval, file a
27 Complaint;
28

1 b. Plaintiffs shall, within fifteen (15) days after the Parties' execution of this
2 Stipulation, promptly prepare and file with the Court a motion for preliminary approval and
3 determination by the Court as to the fairness, adequacy, and reasonableness of this Settlement.
4 The motion for preliminary approval shall request entry of a preliminary order which would
5 accomplish the following:

- 6 i. Schedule a fairness hearing on the question of whether the proposed Settlement,
7 including payment of Attorneys' Fees and Costs and the Plaintiffs' Service
8 Award, should be finally approved as fair, reasonable, and adequate as to the
9 Settlement Class Members;
- 10 ii. Certify a Settlement Class for all claims;
- 11 iii. Certify this action under California Code of Civil Procedure section 382 as a
12 class action for purposes of settlement;
- 13 iv. Approve as to form and content the proposed Class Notice;
- 14 v. Direct the mailing of the Class Notice by first class mail to the Settlement Class
15 Members;
- 16 vi. Preliminarily approve the Settlement subject only to the objections of Settlement
17 Class Members and final review by the Court;
- 18 vii. Preliminarily approve the Claims Administrator and approve payment of the
19 charges of the Claims Administrator Fees pursuant to the terms of this
20 Stipulation;
- 21 viii. Preliminarily approve Class Counsel's request for Attorneys' Fees and
22 Attorneys' Costs subject to final review of the Court;
- 23 ix. Preliminarily approve the LWDA payment, and
- 24 x. Preliminarily approve Class Counsel's request for Plaintiffs' Service Award.

25 **XI. DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

26 a. Plaintiffs shall submit a motion for final approval within thirty (30) days of the
27 completion of the notice period.
28

- 1 b. Following final approval of the Settlement provided for in this Stipulation, Class
2 Counsel will submit a proposed final order and/or Request for Dismissal:
- 3 i. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and
4 adequate, and directing consummation of its terms and provisions;
- 5 ii. Approving Class Counsel's application for an award of Attorneys' Fees and
6 reimbursement of Attorneys' Costs;
- 7 iii. Approving Plaintiffs' Service Award;
- 8 iv. Approving the LWDA Payment;
- 9 v. Releasing all claims against Defendant and the Releasees during the Class Period
10 on behalf of Settlement Class Members; and
- 11 vi. Entering Final Judgment consistent with California Rule of Court 3.769(h).

12 **XII. PARTIES' AUTHORITY**

13 The signatories hereto represent that they are fully authorized to enter into this Stipulation
14 and bind the Parties to the terms and conditions of the Settlement.

15 **XIII. MUTUAL FULL COOPERATION**

16 The Parties agree to fully cooperate with each other to accomplish the terms of this
17 Stipulation, including but not limited to, execution of such documents and to take such other
18 action as may reasonably be necessary to implement the terms of this Stipulation. The Parties to
19 this Stipulation shall use their best efforts, including all efforts contemplated by this Stipulation
20 and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate
21 this Stipulation and the terms set forth herein. As soon as practicable after execution of this
22 Stipulation, Class Counsel shall, with the assistance and cooperation of Defendant and its
23 counsel, take all necessary steps to secure the Court's final approval of this Stipulation.

24 **XIV. STAY ON PROCEEDINGS**

25 The Parties shall request the Court, in its motion for preliminary approval of the
26 Settlement, to enjoin Class Members from initiating or prosecuting any proceeding on any claim
27 to be released pursuant to this Stipulation unless and until the Class Member opts out of the class.

28 **XV. NO PRIOR ASSIGNMENTS**

1 The Parties represent, covenant, and warrant that they have not directly or indirectly,
2 assigned, transferred, encumbered, or purported to assign, or transfer to any person or entity any
3 portion of any liability, claim, demand, action, cause of action, or rights herein released and
4 discharged except as set forth herein.

5 **XVI. NO ADMISSIONS**

6 Nothing contained herein, nor the consummation of this Stipulation, is to be construed or
7 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
8 Defendant. Defendant specifically denies any liability. Each of the Parties hereto has entered
9 into this Stipulation with the intention to avoid further disputes and litigation with the attendant
10 inconvenience and expenses.

11 **XVII. NO REHIRE**

12 Defendant contends that Plaintiffs were terminated for a legitimate, non-discriminatory,
13 and non-retaliatory reason, and the termination reason precludes any rehire of Plaintiffs.
14 Plaintiffs also agree that if they submit an application for employment with Defendant, or with
15 any parent, subsidiary, affiliate, member, predecessor or successor of Defendant, this Agreement
16 shall constitute good and just cause, as a matter of law, for rejection of such application.
17 Defendant shall provide Plaintiffs with a neutral reference to include Plaintiffs' dates of
18 employment and position held.

19 **XVIII. CONSTRUCTION**

20 The Parties agree that the terms and conditions of this Stipulation are the result of lengthy,
21 intensive arm's-length negotiations between the Parties and were arrived at after a mediation
22 session. The Parties further agree that this Stipulation shall not be construed in favor of or against
23 any Party by reason of the extent to which any Party or their counsel, participated in the drafting
24 of this Stipulation.

25 **XIX. CAPTIONS AND INTERPRETATIONS**

26 Paragraph titles or captions contained herein are inserted as a matter of convenience and
27 for reference, and in no way define, limit, extend, or describe the scope of this Stipulation or any
28 provision hereof. Each term of this Stipulation is contractual and not merely a recital.

1 **XX. MODIFICATION**

2 This Stipulation may not be changed, altered, or modified, except in writing and signed by
3 the Parties hereto, and approved by the Court. This Stipulation may not be discharged except by
4 performance in accordance with its terms or by a writing signed by the Parties hereto.

5 **XXI. INTEGRATION CLAUSE**

6 This Stipulation contains the entire agreement between the Parties relating to the
7 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
8 understandings, representations, and statements, whether oral or written and whether by a Party or
9 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in
10 writing.

11 **XXII. BINDING ON ASSIGNS**

12 This Stipulation shall be binding upon and inure to the benefit of the Parties and their
13 respective heirs, trustees, executors, administrators, successors, and assigns.

14 **XXIII. CLASS COUNSEL SIGNATORIES**

15 It is agreed, that because of the large number of Settlement Class Members, it is
16 impossible or impractical to have each Settlement Class Member execute this Stipulation. The
17 Class Notice will advise all Settlement Class Members of the binding nature of the release and
18 such shall have the same force and effect as if this Stipulation were executed by each member of
19 the Settlement Class.

20 **XXIV. COUNTERPARTS**

21 This Stipulation may be executed in counterparts, and when each party has signed and
22 delivered at least one such counterpart, each counterpart shall be deemed an original, and, when
23 taken together with other signed counterparts, shall constitute one Stipulation, which shall be
24 binding upon and effective as to all Parties.

25 **XXV. CONTINUED JURISDICTION:**

26 After entry of the judgment, the Court will have continuing jurisdiction under California
27 Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and
28 enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such

1 post-Court Approval matters as may be appropriate under court rules or as set forth in this
2 Settlement.

3 **XXVI. NOTICES**

4 Unless otherwise specifically provided herein, all notices, demands, or other
5 communications given hereunder shall be in writing and shall be deemed to have been duly given
6 as of the third business day after mailing by United States Postal Service registered or certified
7 mail, return receipt requested, addressed as follows:

8 To the SETTLEMENT CLASS:

9 ALAN HARRIS (SBN 146079)
10 DAVID GARRETT (SBN 160274)
11 LIN ZHAN (SBN 317087)
12 **HARRIS & RUBLE**
13 655 North Central Avenue 17th Floor
14 Glendale California 91203
15 Tel: 323.962.3777
16 Fax: 323.962.3004
17 harrisa@harrisandruble.com
18 dgarrett@harrisandruble.com
19 lzhan@harrisandruble.com

To DEFENDANT:

MARIA C. RODRIGUEZ (SBN 194201)
mcrodriguez@mwe.com
BRIAN CASILLAS (SBN 303528)
bcasillas@mwe.com
MARJORIE C. SOTO (SBN 313290)
mcsotogarcia@mwe.com
MCDERMOTT WILL & EMERY LLP
2049 Century Park East, Suite 3800
Los Angeles, California 90067-3218
Telephone: (310) 277-4110
Facsimile: (310) 277-4730

18 DATED: _____

By: _____
Robert Burton
Class Representative

20 DATED: _____

By: _____
Douglas Kirkland
Class Representative

23 DATED: _____

By: _____
Edward Martinez
Class Representative

26 DATED: _____

By: _____
Michael Bissett
Class Representative

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DATED: _____

By: _____

Lawrence Henderson
Class Representative

Harris & Ruble

DATED: _____

By: _____

David Garrett
Attorney for Plaintiffs

Ambulance Productions, LLC

DATED: _____

By: _____

Its: _____

McDermott Will & Emery LLP

DATED: _____

By: _____

Maria C. Rodriguez
Brian Casillas
Marjorie C. Soto
Attorney for Defendants