

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

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

Nicole Carson, an individual, on behalf of the
State of California, as a private attorney
general, and on behalf of all Aggrieved
Employees, and on behalf of all others
similarly situated,

Plaintiff,

v.

Universal City Studios Productions LLLP, a
Delaware Limited Liability Limited
Partnership,

Defendant.

CASE NO.

Judge:
Dep't:

CLASS SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into, and effective upon the date of full execution by all Parties, by and between: (1) Nicole Carson, the Settlement Class Representative in the above-entitled proceeding, for herself and on behalf of the Settlement Class; and (2) Defendant. All capitalized terms used herein are as defined in Section 2 below or as defined elsewhere in this Agreement.

1. RECITALS

1.1 This Settlement Agreement is entered into with reference to the following facts:

1.2 The Settlement Class Representative believes that the Settled Claims have merit and that the evidence developed to date supports her claims. However, the Settlement Class Representative and Settlement Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the claims through trial, appeals, and ancillary actions. The Settlement Class Representative and Settlement Class Counsel also have taken into account the uncertain outcome and the risk of any litigation, as well as the difficulties, complexities, and delays inherent in such litigation. The Settlement Class Representative and Settlement Class Counsel also are mindful of the inherent problems of proof in establishing, and possible defenses to, the claims asserted in this Action. The Settlement Class Representative and Settlement Class Counsel believe that the Settlement set forth in this Agreement confers substantial benefits upon the Settlement Class. Based upon their evaluation, the Settlement Class Representative and Settlement Class Counsel have determined that the Settlement set forth in this Agreement is in the best interest of the Settlement Class and is fair, adequate, and reasonable.

1.3 Defendant has denied and continues to deny all liability with respect to any and all of the Settled Claims or the facts alleged in support thereof and has denied and continues to deny all charges of wrongdoing or liability against it arising out of or relating to any conduct, acts, or omissions alleged or that could have been alleged in the Action. Defendant's willingness to resolve the Settled Claims on the terms and conditions embodied in this Agreement is based on, among other things: (i) the time and expense associated with litigating the Settled Claims through trials and any appeals; (ii) the benefits of resolving the Settled Claims, including limiting further

1 expense, inconvenience and distraction, disposing of burdensome and protracted litigation, and
2 permitting Defendant to conduct its business unhampered by the distractions of continued
3 litigation; and (iii) the uncertainty and risks inherent in any litigation.

4 **1.4** The Parties to this Agreement recognize that the claims against Defendant are
5 strongly disputed, and the Parties wish to resolve completely and totally all Settled Claims against
6 Defendant and the other Released Parties.

7 **1.5** **NOW THEREFORE**, subject to Court approval, as hereinafter provided, it is
8 hereby agreed by the Parties that, in consideration of the promises and covenants set forth in this
9 Agreement, and upon the entry by the Court of a final order approving the Settlement and
10 directing the implementation of the terms and conditions of the Settlement as set forth in this
11 Agreement, this Action shall be settled and compromised upon the terms and conditions contained
12 herein.

13 **2. DEFINITIONS**

14 As used in this Agreement, in addition to any definitions elsewhere in this Agreement, the
15 following terms shall have the meanings set forth below:

16 **2.1** **“Action”** means and refers to *Nicole Carson v. Universal Studios Productions*
17 *LLLP*, to be filed in the Los Angeles County Superior Court.

18 **2.2** **“Aggrieved Employees”** means and refers to Settlement Class Representative
19 and all other California residents who were assigned to Universal Studios Hollywood and/or
20 Universal CityWalk Hollywood and who primarily worked from home due to COVID-19 for at
21 least one pay period during the PAGA Period. The Aggrieved Employees is estimated to include
22 508 individuals as of December 2, 2021.

23 **2.3** **“Agreement”** means and refers to this Settlement Agreement.

24 **2.4** **“Settlement Administrator”** means and refers to a mutually-agreeable settlement
25 administrator with adequate security protocols, subject to Court approval, which will administer
26 the Settlement Fund as described in this Agreement.

27 **2.5** **“Class Notice”** means and refers to a mutually-agreeable class notice approved by
28 the Court.

1 **2.6** “**Complaint**” means and refers to the operative complaint in the Action. The
2 Parties have stipulated to file the Complaint for purposes of facilitating class action settlement
3 approval only.

4 **2.7** “**Court**” means and refers to the Superior Court of California, County of Los
5 Angeles.

6 **2.8** “**Defendant**” means and refers to Universal City Studios Productions LLLP.

7 **2.9** “**Final Approval Order**” means and refers to the Court’s judgment and order
8 granting final approval of the class settlement following the motion as set forth in Section 5.3.
9 This Final Approval Order shall constitute approval pursuant to California Rules of Court 3.769(a)
10 and a judgment pursuant to California Rules of Court 3.769(h).

11 **2.10** “**Final Effective Date**” means and refers to: (a) if no appeal, writ, or other request
12 for appellate review is filed, the expiration date of the time for the filing for any such appeal, writ,
13 or request for appellate review (which expiration date will be sixty-five (65) calendar days after
14 service of notice of entry of the Final Approval Order); and (b) if any appeal, writ, or other request
15 for appellate review is filed, the date when that appeal, writ, or request for appellate review is
16 finally ruled upon, denied, or dismissed, and no other appeal, writ or appellate review is possible.

17 **2.11** “**LWDA**” means and refers to the Labor & Workforce Development Agency.

18 **2.12** “**Notice Program**” means and refers to the notice procedures set forth in Section 6.

19 **2.13** “**Opt Out Period**” means and refers to the period of time between the
20 commencement of the Notice Program and an agreed date certain sixty (60) calendar days later
21 during which members of the Settlement Class may exercise the right to opt out of the Settlement
22 Class pursuant to the provisions of Section 7.

23 **2.14** “**PAGA Letter**” means and refers to the letter sent by or on behalf of the Settlement
24 Class Representative to the LWDA, dated June 2, 2021.

25 **2.15** “**PAGA Period**” or “**Release Period**” means and refers to the period between
26 March 16, 2020 and December 31, 2021. The PAGA and Release Period are co-extensive.

27 **2.16** “**Parties**” means and refers to the Settlement Class Representative, for herself and
28 on behalf of the Settlement Class, and Defendant.

1 **2.17 “Person”** means and refers to any individual, proprietorship, corporation, personal
2 loan-out corporation, partnership, association, trustee, unincorporated association, or any other
3 type of legal entity, except a governmental entity.

4 **2.18 “Preliminary Approval Order”** means and refers to the Court’s order granting
5 preliminary approval of this Agreement and approval of the Notice Program following the motion
6 as set forth in Section 5.1. This Preliminary Approval Order shall constitute an order for and
7 setting a final approval hearing pursuant to California Rules of Court 3.769(d) and 3.769(e).

8 **2.19 “Release Period”** means and refers to the period between March 16, 2020 and
9 December 31, 2021.

10 **2.20 “Released Party” or “Released Parties”** means and refers to: (a) Universal City
11 Studios Productions LLLP, and each and all of its past or present partners, parents (including, but
12 not limited to NBCUniversal Media, LLC and Comcast Corporation), subsidiaries, affiliates, or
13 related entities (regardless of whether such partners, parents, subsidiaries, affiliates, or related
14 entities are individuals, corporations, partnerships, limited partnerships, limited liability
15 companies, or other forms of entity); (b) each and all of the predecessor or successor entities of
16 any of those entities identified in subparagraph (a); (c) any other individuals or entities of any
17 kind, including but not limited to any payroll companies, which have been or could be alleged to
18 be in any manner responsible (whether on an alter ego, joint employer, statutory employer,
19 integrated enterprise, or any other theory) for any actual or alleged violations described in Section
20 2.22; and (d) all past and present directors, officers, representatives, insurers, agents, shareholders,
21 partners, members, lawyers, and employees of any of the individuals or entities identified in
22 subparagraphs (a), (b), or (c).

23 **2.21 “Releasing Party” or “Releasing Parties”** means and refers to the Settlement
24 Class and its members, agents, partners, joint venturers, affiliates, predecessors, successors,
25 spouses, heirs, assigns, insurers, personal loan-out corporations, and any other Persons or entities
26 claiming by or through the Settlement Class, in their capacities as such.

27 **2.22 “Settled Claims”** means and refers to any and all claims, liabilities, rights,
28 demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and

causes of action, of every kind and/or nature whatsoever, whether now known or unknown, suspected or unsuspected, asserted or unasserted, latent or patent, regardless of legal theory or type or amount of relief or damages claimed, which any Releasing Party now has or at any time ever had against Released Party, and which is based on the facts, claims and/or allegations in the Complaint and/or PAGA Letter (“Claims”), including: (a) alleged failure to provide timely and/or complete reimbursement for necessary business-related expenditures, including but not limited to Claims under California Labor Code Section 2802, California Business and Professions Code Section 17200, *et seq.*, and the California Private Attorneys General Act (“PAGA”); (b) derivative Claims allegedly arising from such alleged failure to timely and/or completely reimburse necessary business-related expenditures, including actionable Claims and Claims not currently actionable, including but not limited to Claims regarding (i) check stubs, wage statements, documentation, information, or records provided, delivered, or maintained, or not provided, delivered, or maintained; (ii) record-keeping obligations; (iii) the federal Fair Labor Standards Act, any California Industrial Commission Wage Order, and/or any other now or later applicable statute or regulation; (iv) contractual obligations; (v) attorneys’ fees due or allegedly due, including under any statute, regulation, or contractual provision; and (vi) penalties or other payments, including but not limited to penalties, premiums, or payments under California Labor Code Sections 203, 210, 226(e), 226(f), 226.3, 1174.5, 1198.5(k), or 1199, and/or any other statute or regulation regarding the reimbursement of business expenses. Without in any way limiting the foregoing, Settled Claims shall include all Claims under statutes and regulations set forth in this Section, based on unreimbursed business expenses or derivative claims under the other statutes listed herein based on unreimbursed business expenses, whether enforced directly or pursuant to California Labor Code Section 2699, California Business and Professions Code Section 17200, *et seq.*, or any other mechanism.

2.23 “Settlement” means and refers to the settlement reflected in and to be effectuated through this Agreement.

2.24 “Settlement Class” or “Settlement Class Member” means and refers to Settlement Class Representative and all other California residents who were assigned to Universal

1 Studios Hollywood and/or Universal CityWalk Hollywood and who primarily worked from home
2 due to COVID-19 for at least one pay period during the Release Period. The Settlement Class is
3 estimated to include 508 individuals as of December 2, 2021. Excluded from the Settlement Class
4 are all Persons who properly and timely elect to opt out pursuant to Section 7.

5 **2.25 “Settlement Class Counsel”** means and refers to Craig Ackermann of Ackermann
6 & Tilajef, P.C and India Lin Bodien, Esq.

7 **2.26 “Settlement Class Counsel’s Fees, Costs, and Expenses”** means and refers to the
8 amount awarded by the Court to Settlement Class Counsel for reasonable attorneys’ fees, costs,
9 and expenses associated with this Action and the resolution thereof, and no other settlement, as
10 described in Section 11.1.

11 **2.27 “Settlement Class Representative” or “Plaintiff”** means and refers to Nicole
12 Carson.

13 **2.28 “Settlement Fund”** means and refers to the financial institution account
14 established to hold all proceeds from whatever source necessary to provide the benefits under this
15 Agreement.

16 **2.29 “Settlement Termination Date”** means and refers to the date, if any, that
17 Defendant exercises its right to terminate this Agreement.

18 **3. SETTLEMENT PURPOSES ONLY**

19 **3.1 General.** This Agreement is for settlement purposes only.

20 **3.2 Settlement Class Only.** Any certification of a preliminary or final Settlement Class
21 pursuant to the terms of this Agreement shall not constitute nor be construed as an admission, and
22 shall not be admissible in any proceeding as an admission, on the part of Defendant or any other
23 Person that this Action or any other action is appropriate for class or representative treatment at trial
24 pursuant to Rule 23 of the Federal Rules of Civil Procedure, California Code of Civil Procedure
25 Section 382, California Labor Code Section 2698, *et seq.*, California Business and Professions
26 Code Section 17200, *et seq.*, or any similar class and/or representative action statute or rule. This
27 Agreement shall not prejudice Defendant’s rights or any other Person’s rights to oppose
28 certification of a litigated class or other representative treatment in this Action or in any other action

1 or proceeding. Settlement Class Counsel shall not refer to this Agreement or make any argument
2 concerning this Agreement in any contested proceeding to certify a litigated class or obtain other
3 representative treatment.

4 **3.3 Admissibility.** This Agreement, any negotiations or proceedings related hereto, the
5 implementation hereof, and any papers submitted in support of the motions for approval hereof
6 (collectively, the “Settlement Proceedings”) shall not be construed as, nor deemed to be evidence
7 of, any admission or concession by any of the Parties or any other Person regarding liability or the
8 appropriateness of class treatment, and shall not be offered or received in evidence in any action or
9 proceeding for any purpose whatsoever; provided, however, that this Agreement and the
10 Settlement Proceedings may be presented to the Court in connection with the implementation or
11 enforcement of this Agreement, or as may be necessary or appropriate to further the purposes
12 sought to be achieved by this Agreement.

13 **3.4 Denial of Liability.** By entering into this Agreement, it is understood that
14 Defendant (on behalf of itself and the Released Parties) does not admit and, in fact, expressly
15 denies that: (i) it has breached any duty, obligation, or agreement; (ii) it has engaged in any
16 illegal, tortious, or wrongful activity; (iii) it is liable to members of the Settlement Class; or (iv)
17 any damages have been sustained by any Settlement Class Member or by any other Person.

18 **3.5 Filing of Complaint.** Settlement Class Counsel shall file and serve a Complaint
19 with the Court, substantially in the form attached hereto as Exhibit 1, prior to the lodging of a
20 fully-executed copy of this Agreement with the Court. The Parties agree that Defendant’s time to
21 respond to the Complaint shall be stayed pending the settlement approval process.

22 **4. JURISDICTION**

23 **4.1 Continuing Jurisdiction.** Once the Complaint is filed, the Court has, and shall
24 continue to have, jurisdiction to make any orders as may be appropriate to effectuate,
25 consummate, and enforce the terms of this Agreement, to approve award of attorneys’ fees and
26 costs pursuant hereto, and to supervise the administration and distribution of money from the
27 Settlement Fund pursuant to California Code of Civil Procedure Section 664.6. Any dispute or
28 question relating to or concerning the interpretation, enforcement, or application of this Agreement

1 shall be presented to the Court for resolution.

2 **5. COURT APPROVAL OF THE SETTLEMENT**

3 **5.1 Preliminary Approval and Notice Approval.** After the execution of this
4 Agreement, Settlement Class Counsel shall move the Court for an order granting preliminary
5 approval of this Agreement and approval of the proposed Notice Program and, in connection
6 therewith, submit to the Court a mutually-acceptable proposed Preliminary Approval Order.

7 **5.2 Objections.** The Preliminary Approval Order shall specify that Settlement Class
8 Members shall have until an agreed date certain, which shall be sixty (60) calendar days from the
9 commencement of the Notice Program pursuant to Section 6, to send objections to this Agreement
10 to the Settlement Administrator, which then shall serve those objections on the Court and counsel
11 for the Parties. The written objection must contain: the Settlement Class Member's full name,
12 address, last four digits of his or her social security number, the case name and number of the
13 Action, and a clear statement of the basis for his or her objection. If an objector also wishes to
14 appear at the Final Approval Hearing, in person or through an attorney, he or she need not file a
15 notice of intention to appear at the same time as the objection is filed. Filing the notice of intention
16 to appear is not necessary to preserve the right to appear at the Final Approval Hearing. If a
17 Settlement Class Member submits both a Request for Exclusion and a written objection, the
18 Request for Exclusion shall be void and the Settlement Class Member shall be deemed part of the
19 Class and bound by the Judgment upon approval by the Court.

20 **5.3 Final Approval.** Within thirty (30) calendar days following the expiration of the
21 Opt Out Period, if the Agreement has not been terminated in accordance with Section 8,
22 Settlement Class Counsel shall file a motion for final approval and, in connection therewith,
23 submit to the Court a mutually-acceptable proposed Final Approval Order.

24 **6. CLASS NOTICE**

25 **6.1 Mailed Notice.** Within twenty (20) calendar days after entry of the Preliminary
26 Approval Order, Defendant shall submit to the Settlement Administrator, in electronic form, a list
27 of all Settlement Class Members. The list shall include each Person's name, last known address,
28 and social security number. Within fifteen (15) calendar days after receipt of the foregoing list,

1 the Settlement Administrator and/or its designee shall run a national change of address update and
2 send, by first class postage prepaid U.S. Mail, a copy of the Class Notice approved by the Court to
3 each Person on the final list. Any Class Notices returned to the Settlement Administrator as
4 undeliverable on or before the deadline for postmarking the opt outs shall be sent promptly via
5 First-Class U.S. Mail to the forwarding address affixed thereto, and the Settlement Administrator
6 shall indicate the date of such re-mailing on the Notice Packets. If no forwarding address is
7 provided, the Settlement Administrator shall promptly attempt to determine the correct address
8 using a single skip-trace or other search using the name, address and/or Social Security Number of
9 the Settlement Class Member involved, and it shall then perform a single re-mailing within five
10 (5) days of receiving notice that the Class Notice was undeliverable. If after performing a skip-
11 trace search, the Class Notice is still returned to the Settlement Administrator as undeliverable,
12 that Person will be deemed a Settlement Class Member. Those Settlement Class Members who
13 receive a re-mailed Class Notice shall have their deadline for postmarking a Opt Out or objecting
14 to the settlement extended by fifteen (15) calendar days from the date of re-mailing or until the
15 original deadline for postmarking an opt out, whichever is later. There is no obligation to attempt
16 to locate Class Members after the opt out deadline set forth in the Class Notice.

17 **6.2 Cost of Notice and Administration.** The notice administration fees and costs for
18 this Settlement shall be paid from the Settlement Fund. Settlement Class Counsel preliminarily
19 estimates that such fees and costs will be approximately \$10,000. If the actual fees and costs
20 exceed \$10,000, the amounts payable to Settlement Class Members under Section 10 shall be
21 reduced *pro rata* to cover any excess notice and administration costs. Any amounts not utilized
22 for administration costs shall be included in the distributions to Settlement Class Members.

23 **6.3 Records of Notice.** The Settlement Administrator shall keep records of all notices,
24 and the cost thereof. Promptly upon request, the Settlement Administrator shall provide a sworn
25 proof of mailing.

26 **6.4 Notice in English.** Based on the nature of their employment, all Settlement
27 Class Members are fluent in English such that no translation of the Class Notice is required.

28 **6.5 Notice of Final Judgment.** Notice of final judgment will be given to the

Settlement Class via posting on the Settlement Administrator's website.

6.6 Resolution of Disputes. If a Settlement Class Member timely disputes the number of months listed on his or her Class Notice, the dispute will be submitted to the Settlement Administrator, who will examine the records and either verify the calculation or provide a corrected calculation. Disputes must be in writing that is submitted to the Settlement Administrator, postmarked on or before the opt out deadline. The dispute must contain: Class Member's full name, address, signature, and last four digits of his or her Social Security number; the case name and number of the Action, and any facts supporting the Settlement Class Member's dispute, along with any supporting materials confirming that the months attributed to him or her are incorrect. The Settlement Administrator may consult with the Parties but its determination of disputes will be final and non-appealable.

7. RIGHT OF EXCLUSION

7.1 Procedure. Settlement Class Members may elect to opt out of the Settlement Class and thus exclude themselves from the Action and the Settlement Class at any time during the Opt Out Period. To exercise the opt out right set forth in this Section 7.1, a Settlement Class Member must submit a written request to the Settlement Administrator to exclude himself or herself from this Agreement, which request shall contain the Settlement Class Member's name, address, telephone number, and last four digits of their social security number. Such requests for exclusion must be sent to the Settlement Administrator and must be postmarked on or before the end of the Opt Out Period. All Settlement Class Members who do not opt out in accordance with this Agreement during the Opt Out Period will be deemed to have forever waived their right to opt out of the Settlement Class and will be deemed Settlement Class Members for all purposes under this Agreement and will be irrevocably bound by this Agreement. Any individual who timely and properly opts out shall not be entitled to any individual relief under this Agreement except for their pro rata portion of the PAGA Payment. The Settlement Administrator shall provide regular updates to counsel for all Parties as to any and all individuals who opt out of the Settlement Class.

7.2 Withdrawal of Election to Opt Out. Prior to the entry of the Final Approval Order, any Person who has elected to opt out may withdraw that election by notifying the

1 Settlement Administrator in writing that they wish to be a Settlement Class Member. The
2 Settlement Administrator shall maintain records of all withdrawn opt outs, and shall provide such
3 information to counsel for all Parties. At any time after the entry of the Final Approval Order, any
4 Person who has elected to opt out of this Agreement may withdraw that election only upon
5 receiving the written consent of Defendant and Court approval. Whether or not a Settlement Class
6 Member excludes himself/herself from the Settlement, he/she will receive a check for his/her
7 portion of the PAGA Payment (as defined herein), and he/she shall release the Settled Claims.

8 **8. SETTLEMENT TERMINATION**

9 **8.1 Termination if Court Approval Is Not Obtained.** This Agreement is expressly
10 conditioned upon: (i) Court approval of this Agreement; (ii) entry of the Preliminary Approval
11 Order in a mutually-agreeable form; and (iii) entry of the Final Approval Order in a mutually-
12 agreeable form. If the Court declines to enter either of these Orders, or modifies (in what
13 Defendant reasonably determines to be a material way) any aspect of this Agreement or of such
14 Orders, Defendant shall have the independent right to terminate this Agreement as set forth in
15 Section 8.4. For purposes of this Section 8, a “material” modification shall include, but is not
16 limited to, any modification in the releases to be provided, or any modification that would increase
17 the Total Maximum Settlement Payment (defined below).

18 **8.2 Termination if Opt Out Limit Is Exceeded.** If 5% or more of the Settlement
19 Class Members opt out of the Settlement Class, Defendant shall have the right to terminate this
20 Agreement as set forth in Section 8.4.

21 **8.3 Termination after Appeal.** If a Court of Appeal on review of this Agreement
22 and/or the Final Approval Order declares unenforceable, reverses, vacates, or modifies (in what
23 Defendant reasonably determines to be a material way) any aspect of this Agreement or the Final
24 Approval Order, Defendant shall have the independent right to terminate this Agreement as set
25 forth in Section 8.4.

26 **8.4 Termination Procedure and Effect.** If Defendant elects to terminate this
27 Agreement pursuant to Sections 8.1, 8.2, and/or 8.3, Defendant may do so by giving written notice
28 to Settlement Class Counsel. Notice of termination pursuant to Section 8.1 must be given within

thirty (30) calendar days of the act or order declining to enter the Order or modifying this Agreement, unless subject to further appeal, in which case the notice must be given prior to the Final Effective Date. Notice of termination pursuant to Section 8.2 must be given prior to Final Approval. Notice of termination pursuant to Section 8.3 must be given prior to the Final Effective Date. If Defendant terminates this Agreement pursuant to Section 8, the termination shall void all of the rights, obligations, and releases under this Agreement, except for those provisions that are necessary to effectuate the termination. Within fifteen (15) calendar days after notice of termination, the Settlement Administrator shall return all settlement payments made by Defendant prior to such termination (inclusive of interest and exclusive of notice and administration costs already expended). The Settlement Administrator shall then allocate such previously expended notice and administration costs equally between Plaintiff and Defendant and invoice Plaintiff and Defendant for half of such costs (with a credit to Defendant for previously paid costs). All payments to the Settlement Administrator shall be due thirty (30) calendar days after receipt of the Settlement Administrator's invoice.

8.5 Escalator and Plaintiff's Right to Terminate. This Settlement was entered into based on Defendant's representation that there are 4,826 months worked during the Release Period up to October 15, 2021. Defendant has estimated that there will be 5,212 months worked total during the Release Period. If the total number of months conveyed to the Settlement Administrator during the Release Period is 10% more than the amounts stated (where each additional month that occurred after June 1, 2021 is counted as 0.1 month), Defendant will have the option of increasing the TMPS proportionally for any months above 5,734 (where post-June 1, 2021 months increase the cost by 0.1 of the pro rata amount). If Defendant elects not to do so, Plaintiff can withdraw from the settlement, and the Parties will proceed to status quo ante as to the class and PAGA claims.

9. SETTLEMENT PAYMENTS

9.1 Funding Commitment. Defendant shall fund the obligations of this Agreement in accordance with the procedures set forth herein up to a maximum cash amount of \$250,000.00 ("Total Maximum Settlement Payment" or "TMSP"). No amount shall revert to Defendant. The

1 TMSP shall be used to pay all of Settlement Class Counsel's Fees, Costs, and Expenses, all costs
2 of settlement administration, all incentive payments to the Settlement Class Representative, the
3 payment to the LWDA, and all settlement payments to Settlement Class Members. Defendant is
4 the only Released Party obligated to pay the TMSP and in no event shall be required to pay
5 anything above, beyond or more than the TMSP, under any circumstances, as a result of this
6 Agreement. For clarity, no other Released Party shall be required to pay any monetary amount,
7 under any circumstance, as a result of this Agreement.

8 **9.2 Funding upon Preliminary Approval.** Within fifteen (15) calendar days after the
9 entry of the Preliminary Approval Order, Defendant shall mail or wire to the Settlement
10 Administrator the sum of up to \$8,000 to pay for the notice program and initial administrative
11 expenses. The time to make such payment may be extended by mutual consent of the Parties.

12 **9.3 Funding upon Final Effective Date.** Within thirty (30) calendar days after the
13 Final Effective Date, Defendant shall mail or wire to the Settlement Administrator the sum
14 sufficient to pay Settlement Class Counsel's Fees, Costs, and Expenses, the incentive payment to
15 the Settlement Class Representative, the payment to the LWDA, any unpaid notice and
16 administration costs incurred to date, and the payments to the Settlement Class Members. The
17 time to make such payment may be extended by mutual consent of all the Parties.

18 **9.4 Payment of Settlement Class Counsel's Fees, Costs, and Expenses.** Within ten
19 (10) calendar days after receipt of the funds described in Section 9.3 above, the Settlement
20 Administrator shall wire the amount of Settlement Class Counsel's Fees, Costs, and Expenses to
21 Settlement Class Counsel from the Settlement Fund, unless the Agreement is terminated.

22 **9.5 Funding for Final Administrative Expenses.** Within fifteen (15) calendar days
23 after all of the checks distributed by the Settlement Administrator to Settlement Class Members
24 are cashed, deposited, and/or expired (based on a 180-day stale date), the Settlement Administrator
25 shall notify the Parties in writing as to the total additional amount, if any, needed to pay the
26 Settlement Administrator's final invoice for fees and expenses. Within twenty (20) calendar days
27 after receipt of any notice under this Section 9.5, Defendant shall deposit such additional amount
28 into the Settlement Fund. In no circumstances will Defendant be responsible for more than the

1 TMSP, however.

2 **9.6 Interest on the Settlement Fund.** All interest generated by the monies in the
3 Settlement Fund shall accumulate and become part of the Settlement Fund.

4 **10. PROTOCOL FOR PAYMENTS TO SETTLEMENT CLASS MEMBERS**

5 **10.1 Settlement Administrator.** Subject to Court approval, a reputable, experienced
6 entity with sufficient data security protocols shall be the Settlement Administrator. The
7 Settlement Administrator shall have the sole authority to administer the Settlement Fund, and to
8 disburse sums from the Settlement Fund. The Settlement Administrator shall carry out its duties
9 in strict accordance with the procedures set forth in this Agreement, and any Party may move the
10 Court to compel such compliance. With or without good cause, the Parties may jointly move the
11 Court to replace the Settlement Administrator. With good cause, any Party may, of its own
12 accord, move the Court to replace the Settlement Administrator. The Court may on its own
13 motion replace the Settlement Administrator at any time with or without cause. Except for the
14 specific funding obligations set forth in Section 9, the Parties shall have no responsibility to
15 members of the Settlement Class for the administration of claims or the distribution of the cash
16 benefits under this Agreement.

17 **10.2 Determination of Benefits.** After the Settlement Class Counsel's Fees, Costs,
18 and Expenses, all costs of settlement administration (including a reasonable reserve for reasonably
19 anticipated future expenses), all incentive payments to the Settlement Class Representative, and
20 the payment to the LWDA have been satisfied from the Settlement Fund (or reserved for such
21 purpose if not yet paid), the remainder (the "Remainder") shall be available to pay Settlement
22 Class Members. Each Settlement Class Member shall receive their *pro rata* share of the
23 Remainder based on the number of months they worked within the Release Period, except each
24 month before June 1, 2021 will be counted as 1 month and each month after June 1, 2021 will be
25 counted as 0.1 month for purposes of the calculation. The *pro rata* share of the Remainder
26 payable to each Settlement Class Member shall increase if any Settlement Class Member opts out
27 of the Settlement. In other words, the Remainder shall not be reduced if any Settlement Class
28 Member excludes himself or herself from the Settlement, but rather the entire Remainder shall be

1 paid to Settlement Class Members.

2 **10.3 Notification of Proposed Benefits.** Within ten (10) calendar days after the
3 determination of the benefits pursuant to Section 10.2, the Settlement Administrator shall send a
4 report to Settlement Class Counsel and defense counsel showing the proposed benefits to be paid to
5 the Settlement Class Members. Neither this report nor any other document provided to Settlement
6 Class Counsel shall include any identifying information for members of the Settlement Class.

7 **10.4 Objections to the Proposed Benefits.** Settlement Class Counsel and defense
8 counsel shall have ten (10) calendar days from the mailing of the report of proposed benefits
9 referenced in Section 10.3 to notify the Settlement Administrator in writing of any errors in the
10 calculation of the proposed benefits.

11 **10.5 Resolutions of Objections.** If the Settlement Administrator receives timely
12 objections from a Party to any proposed benefit, the Settlement Administrator shall consider the
13 objections and: (i) attempt to resolve the objections between the Parties; or (ii) if the objections
14 cannot be resolved, the Parties shall submit the objections to the Court for resolution.

15 **10.6 Taxes.** Based upon an analysis of the facts of this Action, the Parties determined
16 and hereby agree that 0% of the settlement proceeds payable to the Settlement Class Members are
17 properly classified as wages. The payments will be classified as reimbursement payments and
18 interest. The Settlement Administrator shall issue an IRS Form 1099 to each Settlement Class
19 Member for their cash benefit.

20 **10.7 Notice and Payment to Settlement Class Members.** Within twenty (20) calendar
21 days after receipt of the funds described in Section 9.3 above, the Settlement Administrator shall
22 distribute to each Settlement Class Member a check in the amount equal to the total cash
23 payment(s) such Member is entitled to receive under Section 10.2, as corrected pursuant to
24 Sections 10.4 and 10.5.

25 **10.7.1** All settlement checks sent to Settlement Class Members and not cashed
26 within one hundred eighty (180) calendar days of issuance shall be sent to the California
27 State Controller's Office: Unclaimed Property Fund. Any cash benefit owed to any
28 Settlement Class Member whose addresses cannot be located (after use of the search

processes described in Section 6.1) shall also be sent to the California State Controller's Office: Unclaimed Property Fund.

10.8 Payment to LWDA. The Settlement Class Representative, as an allegedly Aggrieved Employee, will file the Complaint on behalf of other current or former employees under the Private Attorneys General Act, California Labor Code Section 2699, *et seq.* ("PAGA"). From the TMSP, \$60,000.00 is allocated to and designated as penalties pursuant to PAGA, seventy-five percent (75%) of which shall be paid to the LWDA. Within twenty (20) calendar days after the Final Effective Date, the Settlement Administrator shall pay \$45,000.00 to the LWDA from the Settlement Fund. This payment shall constitute full satisfaction of the obligation, if any, to pay civil penalties to the LWDA pursuant to California Labor Code Section 2699(i). Twenty-five percent (25%) of the amount allocated to and designated as penalties pursuant to PAGA shall be payable to the Aggrieved Employees based upon the calculation set for in Section 10.2 above, as corrected pursuant to Sections 10.4 and 10.5.

10.9 Maintenance of Records. The Settlement Administrator shall maintain complete, accurate, and detailed records regarding the administration of the Settlement Fund, including but not limited to, any objection to proposed benefits and the resolution thereof and any and all receipts by and disbursements from the Settlement Fund. The Settlement Administrator shall make such records available to counsel for the Parties or to their designee upon reasonable request and at reasonable times. Upon request, the Settlement Administrator shall provide such records to Defendant in an electronic format designated by Defendant. The Settlement Administrator shall maintain all records for a period of not less than seven (7) years following the expiration of the Final Effective Date.

11. SETTLEMENT CLASS COUNSEL'S FEES, COSTS, AND EXPENSES AND SETTLEMENT CLASS REPRESENTATIVE'S INCENTIVE PAYMENT

11.1 Settlement Class Counsel's Fees, Costs, and Expenses. In connection with the motion for final approval, Settlement Class Counsel shall file a motion with the Court seeking approval of an award of attorneys' fees in an aggregate amount that does not exceed the sum of \$83,333.33 (33 1/3% of the TMSP) and an award of actual costs and expenses incurred that does

not exceed \$10,000.00. Defendant agrees not to oppose such motion for attorneys' fees, costs, and expenses. In the event that any court approves an award in excess of \$83,333.33 for attorneys' fees or in excess of 10,000.00 for the actual costs and expenses incurred, Settlement Class Counsel shall take only the amounts listed in this Section and the difference shall be treated as otherwise provided herein. The amounts so awarded shall be for and in complete satisfaction of all attorneys' fees, costs, and expenses incurred to date by the Settlement Class Representative, Settlement Class Counsel on behalf of the Settlement Class Representative and the Settlement Class, and of all such future fees, costs, and expenses, including fees, costs, and expenses incurred in documenting this Settlement, securing Court approval of this Settlement, monitoring this Settlement, reviewing and participating in the claims and distribution administration process, and obtaining the Final Approval Order. The Settlement Administrator will give Settlement Class Counsel an IRS Form 1099 for the awarded Settlement Class Counsel's Fees, Costs, and Expenses. Not later than the Final Effective Date, Settlement Class Counsel shall provide a fully and properly executed IRS Form W-9 for purposes of the payments which the Settlement Administrator will make to Settlement Class Counsel.

11.2 Incentive Payment. In connection with the motion for final approval, Settlement Class Counsel shall submit a request to the Court seeking approval for an award of an incentive payment to the Settlement Class Representative appointed by the Court that does not exceed the sum of \$5,000. Such payment shall be in addition to the Settlement Class Representative's cash benefit under Section 10. In the event that any Court awards an incentive payment in excess of \$5,000, the Settlement Class Representative shall take only \$5,000, and the difference shall be treated as otherwise specified herein. The Settlement Administrator shall mail the incentive payment check to the Settlement Class Representative (care of Settlement Class Counsel) within ten (10) calendar days after receipt of the funds described in Section 9.3 above. The Settlement Class Representative agrees that the incentive payment is not a wage payment. The Settlement Administrator shall issue an IRS Form 1099 to the Settlement Class Representative for her incentive payment.

11.3 No Additional Fees, Costs, or Expenses. Except as provided herein, each

member of the Settlement Class shall bear his/her/its own attorneys' fees, costs, and expenses incurred in connection with any claim against Defendant and/or any other Person.

12. FINAL ACCOUNTING AND DISPOSITION OF SETTLEMENT MONIES

12.1 Final Accounting. By no later than ninety (90) calendar days after the earlier of (a) the Settlement Termination Date or (b) the occurrence of both the Final Effective Date and the distribution of all checks referenced in Section 10.7, the Settlement Administrator shall submit to the Parties a final accounting of all monies paid into and out of the Settlement Fund.

12.2 No Further Obligations. Upon receipt of the final accounting referenced in Section 12.1 and the satisfaction of the final invoice referenced in Section 9.5, Defendant or any other Person shall have no obligation to provide further funding pursuant to this Agreement.

13. RELEASES

13.1 Final Approval Order. The Final Approval Order shall include a release by the Releasing Parties of and from any and all Settled Claims.

13.2 Release. Except for the obligations and rights created by this Agreement, the Releasing Parties hereby release and absolutely and forever discharge Defendant and all other Released Parties and Persons of and from any and all Settled Claims as of the date Defendant fully funds the TMSP.

13.3 California Civil Code Section 1542.

13.3.1 Settlement Class Representative. To the fullest extent permitted by law, the Settlement Class Representative waives and relinquishes any and all rights or benefits she has or may have under California Civil Code Section 1542, or any comparable provision of state or federal law, against Released Parties. California Civil Code Section 1542 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.”

The Settlement Class Representative acknowledges that she is aware that she or her attorneys may hereafter discover claims or facts in addition to or different from those now

known or believed to be true with respect to the subject matter of this Agreement and/or the Settled Claims. The Settlement Class Representative acknowledges that she intends to and will fully, finally, and forever settle and release any and all claims, including but not limited to the Settled Claims described in Section 2.22, whether known or unknown, suspected or unsuspected, which now exist, hereinafter may exist, or heretofore may have existed. In furtherance of this intention, the releases contained in this Agreement shall be and remain in effect as full and complete releases by the Settlement Class Representative without regard to the subsequent discovery or existence of such different or additional claims or facts.

14. NOTICES

14.1 Designated Recipients. Unless otherwise specified in this Agreement or agreed to in writing by the Party receiving such communication, all notices, requests, or other required communications hereunder shall be in writing and shall be sent by one of the following methods: (a) by electronic mail; (b) by facsimile, with the original by first class mail, postage prepaid; or (c) by personal or overnight delivery (including by Federal Express or other courier service). All such communications shall be sent to the undersigned persons at their respective addresses as set forth herein.

Settlement Class Counsel:

Craig Ackermann
Ackermann & Tilajef, P.C.
1180 South Beverly Drive, Suite 610
Los Angeles, California 90035
cja@ackermanntilajef.com
Telephone: (310) 277-0614
Facsimile: (310) 277-0635

India Lin Bodien, Esq.
india@indialinbodienlaw.com
2522 North Proctor Street, #387
Tacoma, Washington 98406
Telephone: (253) 212-7913
Facsimile: (253) 276-0081

Defendant:

Emma Luevano
Stephen A. Rossi
Mitchell Silberberg & Knupp LLP
2049 Century Park East, 18th Floor,
Los Angeles, CA 90067

eyl@msk.com
sar@msk.com
Tel. 310.312.2000

Notice shall be deemed effective: (1) if given by electronic means, at the time of transmission if the sender does not receive an error message; (2) if given by mail or personal delivery, when signed for or when delivery is refused; and (3) if given by facsimile, when received as evidenced by a confirmation or evidence of delivery.

14.2 Changes in Designated Recipients. Any Party may re-designate the Person to receive notices, requests, demands, or other communications required or permitted by this Agreement by providing written notice to the other Parties and the Settlement Administrator.

15. MISCELLANEOUS

15.1 Entire Agreement. This Agreement supersedes and replaces any and all other prior agreements and all negotiations leading up to the execution of this Agreement, whether oral or in writing, between the Parties with respect to the subject matter hereof. The Parties acknowledge that no representations, inducements, promises, or statements, oral or otherwise, have been made or relied upon by any of the Parties or by anyone acting on behalf of the Parties which are not embodied or incorporated by reference herein, and further agree that no other covenant, representation, inducement, promise or statement not set forth in writing in this Agreement shall be valid or binding.

15.2 Modification or Amendment. This Agreement may not be modified or amended, except in writing with the unanimous consent of the Parties and with the approval of the Court.

15.3 Execution in Counterparts. This Agreement may be executed by signature of the Parties hereto, or their authorized representatives, on multiple copies of this Agreement, including copies transmitted by facsimile, electronic portable document format (PDF), or DocuSign, and upon being so executed by all Parties hereto, shall be effective as if all signatures appeared on the original of this Agreement.

15.4 Authority of Counsel. Settlement Class Counsel are authorized by the members of the Settlement Class, and by the Court, to take all appropriate action required and permitted to be taken by the Settlement Class pursuant to this Agreement to effectuate its terms,

1 and, subject to Court approval, are authorized to enter into any modification or amendments to this
2 Agreement on behalf of the Settlement Class which they deem appropriate.

3 **15.5 Headings.** The headings of the sections, paragraphs, subparagraphs, and
4 exhibits of this Agreement are included for convenience only and shall not be deemed to constitute
5 part of this Agreement or to affect its construction.

6 **15.6 Liens.** The Parties released under this Agreement shall have no obligation to
7 pay or otherwise resolve any liens that are or may be asserted against settlement payments to
8 members of the Settlement Class pursuant to the terms of this Agreement. In the event any such
9 lien is asserted, it is the responsibility of the Settlement Class Member to pay, compromise, or
10 otherwise resolve the lien at no cost to Defendant, the Released Parties, or the Settlement Fund.

11 **15.7 Inapplicability of California Code of Civil Procedure Section 384.** The
12 Parties agree that California Code of Civil Procedure Section 384 does not apply to this
13 Settlement, as Defendant will not pay any portion of the TMSP to Settlement Class Members who
14 opt out of the Settlement. Thus, there will be no “unpaid residue” within the meaning of
15 California Code of Civil Procedure Section 384. Neither the Settlement Class Representative nor
16 Settlement Class Counsel shall take, or cause any other person to take, a position before the Court
17 that California Code of Civil Procedure Section 384 applies to this Settlement.

18 **15.8 No Encouragement to Opt Out.** The Parties agree that neither they nor their
19 counsel will solicit or otherwise directly or indirectly encourage Settlement Class Members to
20 request exclusion from the Settlement Class, to object to this Settlement, or to appeal from the
21 Final Approval Order, and the Parties each represent that they are not aware of any Settlement
22 Class Member who intends to do so. The Settlement Class Representative will not request
23 exclusion from the Settlement Class. The Settlement Class Representative and Settlement Class
24 Counsel will not object to this Settlement and will not appeal from the Final Approval Order, or
25 any portion of it.

26 **15.9 No Publicity.** The Parties agree not to contact the press, which includes issuing a
27 press release with any media (including, without limitation print or Internet media of any kind), or
28 to hold a press conference announcing the terms of the Settlement. If the Parties are contacted by

1 the press or receive other third party inquiries regarding the Settlement or the case, the Parties
2 shall be limited in their response to inform the initiating contactor that the Parties have reached
3 agreement to their mutual satisfaction and that the initiating contactor should refer to the public
4 records filed with the Court for more information. Each Party shall use all reasonable efforts to
5 ensure that any public statements or press communication about the Settlement with Settlement
6 Class Members prior to the Court-approved Class Notice being mailed by the Settlement
7 Administrator will be limited to a general statement that a settlement has been reached and the
8 details will be communicated to them by U.S. Mail in a forthcoming Court-approved Class Notice.

9 **15.10 Gender.** Whenever in this Agreement the context so requires, the neuter gender
10 shall refer to and include the masculine or feminine or non-binary, and the singular shall refer to
11 and include the plural.

12 **15.11 Further Acts.** The Parties shall perform such further acts and execute such
13 further documents as may be reasonably necessary or appropriate to effectuate the terms and
14 purposes of this Agreement.

15 **15.12 Beneficiaries.** This Agreement shall be binding upon the Parties and each of
16 them, and each of their respective heirs, successors, and assignees, and shall inure to the benefit of
17 the Parties, as well as to each of the Released Parties, each of whom shall be deemed a third party
18 beneficiary of this Agreement.

19 **15.13 Choice of Law and Jurisdiction.** This Agreement in all respects shall be
20 interpreted, enforced, and governed by and under the laws of the State of California applicable to
21 instruments, Persons, and transactions which have legal contacts and relationships solely within
22 the State of California. Any action pertaining to the terms of this Agreement that is not covered
23 by Section 4.1 shall be brought in a court of competent jurisdiction located in the State of
24 California.

25 **15.14 Warranty Regarding Advice.** Settlement Class Counsel warrants that the
26 Settlement Class Representative has been fully advised of and agrees to the terms of this
27 Agreement. The Settlement Class Representative hereby acknowledges that she has been
28 represented by legal counsel throughout all negotiations which preceded the execution of this

Agreement, and that this Agreement has been executed with the consent and on the advice of said counsel.

15.15 No Tax Advice. None of the Released Parties has any responsibility or liability for any tax matters relating to any payments made under this Agreement including, but not limited to, tax advice and/or the withholding of or reporting of taxes.

AGREED TO AND ACCEPTED.

NICOLE CARSON

Dated: 2/9/2022 | 7:21 PM PST

DocuSigned by:

By: Nicole Carson
NICOLE CARSON

Settlement Class Representative

UNIVERSAL CITY STUDIOS PRODUCTIONS
LLP

Dated: 2/11/2022

Shannon Alexander

By: _____

Its: Senior Vice President, Litigation
Defendant

APPROVED AS TO FORM.

ACKERMAN & TILAJEF, P.C.

Dated: 2/9/2022 | 11:03 AM PST

DocuSigned by:

By: Craig Ackermann

Craig Ackermann & Tilajef, P.C.
Settlement Class Counsel

MITCHELL SILBERBERG & KNUPP LLP

Dated: 2/11/2022

Emma Luevano

By: _____

Emma Luevano
Attorneys for Defendants