

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE SECTION 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Private Attorneys General Act (Labor Code section 2698, *et seq.*) ("PAGA") Settlement Agreement and Release ("Agreement").

This Agreement is made by and between CECILIA MATA ("MATA"), for herself and on behalf of the State of California and alleged aggrieved employees, and DISGUISE, INC., JAKKS SALES LLC, and JAKKS PACIFIC, INC. (collectively, "JAKKS"). This Agreement shall be effective on the date when it has been signed by all Parties.

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by this Agreement, which is intended to effect and complete settlement of this matter.

Article I.

Definitions and Terms

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- i. "Action" means the lawsuit filed by MATA on December 30, 2021 in Los Angeles County Superior Court, Case No. 21STCV47518.
- ii. "Agreement," or "Settlement Agreement," means this Private Attorneys General Act (Labor Code section 2698, *et seq.*) Settlement Agreement and Release.
- iii. "Aggrieved Employees" means any and all non-exempt employees who worked for JAKKS from April 6, 2020 through the earlier of March 14, 2022 and the date that the Court enters an order approving this Agreement. According to Defendants, there are approximately 118 Aggrieved Employees in the covered PAGA Period through September 15, 2021, with that number expected to increase through the duration of the PAGA Period.
- iv. "Amended PAGA Notice" means the amended notice submitted to the LWDA on or about December 17, 2021 by MATA with respect to this Action.
- v. "Attorneys' Costs" means the total amount of litigation costs incurred by MATA's Counsel in connection with the Action up to a maximum of \$15,000 which shall be paid from the PAGA settlement amount as reimbursement of litigation costs.



- vi. "Attorneys' Fees" means the amount in fees MATA's Counsel is free to request that the Court award 33.34% of the PAGA Settlement Amount, per Section 1.02(b) as compensation for their attorneys' fees.
- vii. "Complaint" means the operative Complaint filed by MATA in Los Angeles County Superior Court.
- viii. "Court" means the Superior Court for the State of California, County of Los Angeles.
- ix. "Defense Counsel" or "JAKKS' Counsel" is:

Kenneth D. Sulzer
Renee T. Brook
Matthew Scholl
Constangy, Brooks, Smith & Prophete, LLP
2029 Century Park East, Suite 1100
Los Angeles, CA 90067

- x. "Effective Date" means the date this Agreement is approved as provided herein and the Court's order granting Settlement Approval and entry of Final Judgment becomes final and is no longer appealable. For purposes of this Agreement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Agreement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Agreement is affirmed.
- xi. "Gross Settlement Amount" means One Hundred Five Thousand Dollars and Zero Cents (\$105,000.00), which is the maximum amount JAKKS has agreed to pay pursuant to this Agreement.
- xii. "Individual PAGA Payment(s)" means the amount of Labor Code section 2699 penalties to be paid to each respective Aggrieved Employee, which will be 25% of the Net Settlement Amount.
- xiii. "LWDA" means the California Labor and Workforce Development Agency.
- xiv. "LWDA Payment" means the amount of Labor Code section 2699 penalties to be paid to the LWDA, which will be 75% of the Net Settlement Amount.
- xv. "MATA's Counsel" are as follows:

Craig J. Ackermann
ACKERMANN & TILAJEF, P.C.
1180 South Beverly Drive
Suite 610
Los Angeles, CA 90035

and

Hengameh S. Safaei
Rana Nader
PROXY LAW FIRM LLP
10880 Wilshire Boulevard, Suite 1101
Los Angeles, CA 90024

- xvi. “Net Settlement Amount” means the amount remaining from the Gross Settlement Amount after the deduction of the Service Award, Attorneys’ Fees, Attorneys’ Costs, and Settlement Administration Costs.
- xvii. “Notice of PAGA Settlement” means the Notice of PAGA Settlement (attached hereto as Exhibit A) the Settlement Administrator shall mail, along with each Individual PAGA Payment, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each Aggrieved Employee with directions to the Postmaster to forward the Notice and return all undeliverable Notices to the Settlement Administrator.
- xviii. “PAGA Period” means the time period from April 6, 2020 through the earlier of March 14, 2022 and the date that the Court enters an order approving this Agreement.
- xix. “Parties” means MATA, JAKKS, and the Aggrieved Employees.
- xx. “Pay Period” means each biweekly period in which Aggrieved Employees received wages during their employment at JAKKS during the PAGA Period. According to Defendants, there are approximately 2,297 pay periods during the covered PAGA Period through September 15, 2021, with that number expected to increase pro rata for the duration of the PAGA Period.
- xxi. “Released Claims” means any and all claims, rights, demands, liabilities, including without limitation statutory, constitutional, contractual or common law claims for actual damages, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, equitable relief for all PAGA claims alleged in the Amended PAGA Notice and/or operative Complaint in the Action, or which could have been alleged based on the facts and allegations contained in the Amended PAGA Notice and/or operative Complaint, which occurred during the PAGA Period, based on but not limited to Labor Code sections 201-204, 210, 226, 226.7, 227.3, 432.5, 510, 512, 551, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, 2810.5, and the applicable Industrial Welfare Commission Wage

Order(s) (including but not limited to sections 3, 7, 11, 12, and 14 of the IWC Wage Orders), including the primary rights of each provision of the State of California under PAGA, and including the PAGA penalty claims described in the Amended PAGA Notice.

- xxii. "Released Parties" means DISGUISE, INC., JAKKS SALES LLC, and JAKKS PACIFIC, INC. and each of their respective former and present parents, subsidiaries and affiliated corporations, and each of their respective officers, directors, employees, managers, partners, shareholders, agents, insurers, and any other successors, assigns, or legal representatives, joint ventures, and any joint employers.
- xxiii. "Service Award" means Five Thousand Dollars and Zero Cents (\$5,000.00) payable to MATA for her service to the State of California and the Aggrieved Employees and the risk she undertook by attaching her name to this Action.
- xxiv. "Settlement Administrator" means a third-party administrator the Parties will jointly select to administer the notice and payments called for in this Agreement. The Settlement Administrator shall be selected by the parties based on the bid most agreeable to all Parties.
- xxv. "Settlement Administration Costs" means costs incurred by the Settlement Administrator in connection with the current Agreement, whether foreseen or not, which are anticipated not to exceed Four Thousand Dollars and Zero Cents \$4,000.00.

Section 1.02 Terms of Agreement

(a) Gross Settlement Amount

JAKKS agrees to pay **One Hundred Five Thousand Dollars and Zero Cents (\$105,000.00)** as a full, complete and final settlement of the Action. This sum includes the following: (i) the LWDA Payment; (ii) the Individual PAGA Payments; (iii) Attorneys' Fees, as approved by the Court; (iv) Attorneys' Costs, as approved by the Court; (v) the Service Award, as approved by the Court; and (vi) Settlement Administration Costs. The settlement is non-reversionary; however, under no circumstances shall the Gross Settlement Amount exceed \$105,000. The Gross Settlement Amount shall be used to satisfy all of the alleged PAGA claims alleged against JAKKS in the Action.

(b) Attorneys' Fees and Attorneys' Costs

MATA's Counsel may request Attorneys Fees' and Attorneys' Costs as compensation for their fees and reimbursement of their costs, respectively, incurred in prosecution of this Action. JAKKS will not oppose any request up to 33.34% of the Gross Settlement Amount for Attorneys' Fees or any request for up to \$15,000.00 for Attorneys' Costs. Any reduction in these payments by the Court is not grounds to void this Agreement and any amount requested but not awarded as Attorneys' Fees or Attorneys' Costs will be reallocated to the Net Settlement Amount and distributed to the LWDA and Aggrieved Employees as set forth herein.

(c) PAGA Payment - Allocation

Section 1.03 PAGA Payment - Allocation.

The Net Settlement Amount shall represent Labor Code section 2699 penalties, of which 75% of the payment will be paid to the LWDA as the LWDA Payment and 25% will be paid to Aggrieved Employees as Individual PAGA Payments, unless the Court determines otherwise. A reallocation of the settlement funds amongst PAGA claims directed by the Court shall not be a basis to void the agreement. Aggrieved Employees will be issued Form 1099 for their respective Individual PAGA Payments. The Individual PAGA Payment for each Aggrieved Employee shall be paid pro rata based on the number of biweekly payroll periods each Aggrieved Employee received wages from JAKKS during the PAGA Period, as set forth in Section 2.04.

Article II.**Approval and Implementation of Agreement**Section 2.01 Cooperation

The Parties will cooperate in obtaining through an unopposed motion, an Order from the Court approving the terms of this Agreement at the earliest possible date. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed in order to obtain approval of this Agreement.

Section 2.02 Court Approval

The Parties will seek to obtain the Court's approval of this Agreement by way of a motion to be filed by MATA's counsel. The Court's approval of this Agreement shall be embodied in a written Order. Should the Court not grant approval of terms set forth in Section 3.02 of this Agreement, then the entirety of this Agreement shall be null and void.

Section 2.03 Notice to Aggrieved Employees

(a) Notice.

Notice shall be provided to the Aggrieved Employees in the following manner:

- (1) No later than fourteen (14) days after Effective Date, JAKKS shall provide the Settlement Administrator with a list of all Aggrieved Employees ("Settlement List"). The Settlement List shall state, for each Aggrieved Employee, his or her full name, social security number, last known home address, and the number of pay periods in which the Aggrieved Employee was paid by JAKKS between April 6, 2020 thorough the earlier of March 14, 2022 or the date that the Court enters an order approving this Agreement.
- (2) The Settlement Administrator shall conduct one National Change of Address ("NCOA") search for all Aggrieved Employees identified on the Aggrieved Employees List. No later than ten (10) business days after its receipt of the Settlement List, the Settlement

Administrator shall mail the Notice of PAGA Settlement attached hereto as Exhibit A) and each Individual PAGA Payment to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each Aggrieved Employee with directions to the Postmaster to forward the Notice and Individual PAGA Payment and return all undeliverable Notices and Individual PAGA Payments to the Settlement Administrator. For each Notice and Individual PAGA Payment that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database.

- (3) All costs incurred by the Settlement Administrator in connection with the current settlement, whether foreseen or not, shall be paid out of the Gross Settlement Amount.

Section 2.04 Settlement Payment and Administration Procedures

No later than fourteen (14) days after Effective Date, JAKKS shall transfer the Gross Settlement Amount to the Settlement Administrator. In no event will any funds or payment be due by JAKKS prior to the Effective Date of this Agreement.

Individual PAGA Payments shall be calculated pro rata based on the number of Pay Periods each Aggrieved Employee was paid wages by JAKKS during the PAGA Period, with each Aggrieved Employee being entitled to a share of the Net Settlement Amount based upon the number of Pay Periods during which the Aggrieved Employee was paid wages by JAKKS during the PAGA Period as a numerator and the total number of Pay Periods during which all Aggrieved Employees were paid wages by JAKKS during the PAGA Period.

The Individual PAGA Payments are considered penalties and will not be subject to local, state, or federal tax withholdings. All Aggrieved Employees who cash their settlement check may receive a IRS Form 1099 reflecting this portion of the settlement.

The settlement checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) days. Thereafter, all uncashed checks shall be voided and the funds represented thereby shall be paid to the LWDA by the Settlement Administrator.

Section 2.05 LWDA Notice

Pursuant to California Labor Code section 2699(l), MATA will provide a copy of this Agreement to the LWDA concurrently with the filing of the motion for settlement approval. MATA will also file a declaration in support of the Motion for Settlement Approval confirming that she has submitted the Agreement to the LWDA in compliance with Labor Code section 2699(l). In addition, MATA shall submit to the LWDA a copy of the Court's judgment and order approving the Agreement within ten (10) days after entry of the judgment or order.

Article III.

Limitations On Use Of This Agreement

Section 3.01 No Admission

This Agreement and compliance with this Agreement shall not be construed as an admission by JAKKS of any liability whatsoever, or as admission by JAKKS of any violations of MATA's rights, violation of any order, law, statute, duty or contract whatsoever. JAKKS specifically disclaims any liability to MATA or any other allegedly Aggrieved Employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

Section 3.02 Nullification

- (a) If the Court should for any reason fail to approve this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of Aggrieved Employees (Section 1.01(iii)); the definition of Effective Date (Section 1.01(x)); the definition of PAGA Period (Section 1.01(xviii)); the definition of Released Claims (Section 1.01(xxi)); the definition of Released Parties (Section 1.01(xxii)); the definition of Gross Settlement Amount (Section 1.01(xi)); the requirement for entry of an order by the Court approving this Agreement and entering PAGA Judgment as contemplated in Article II. The following terms are not material to this Agreement: the amount of Attorneys' Fees awarded (Section 1.01(vi)); the amount of Attorneys' Costs awarded (Section 1.01(v)); the amount of Service Award approved (Section 1.01(xxiii)) the amount of the Settlement Administration Costs approved (Section 1.01(xxv)); or the allocation within the Net Settlement Amount (Section 2.04).

Article IV.

Release and Waiver of Claims

It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge disputes and claims arising from or related to the Amended PAGA Notice and/or the Action. Upon entry of the Order and Final Judgment approving payment of the payment of PAGA penalties as described in this Agreement, MATA, the Aggrieved Employees, and the State of California shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. MATA, the Aggrieved Employees and the State of California shall be deemed to have, and by operation of the Order and Final Judgment granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims.

Article V.

Miscellaneous Provisions

Section 5.01 Voluntariness

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 5.02 Entire Agreement

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action.

Section 5.03 Amendments

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by MATA, MATA's Counsel, representatives of JAKKS, and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 5.04 Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, MATA's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. MATA expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 5.05 Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, and shall in all cases be shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

Section 5.06 Mutual Preparation

The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it

being recognized that, because of the arm's length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement

Section 5.07 Representation by Counsel

The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

Section 5.08 Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered, including facsimile, DocuSign, and scanned copies, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 5.09 Judgment and Continued Jurisdiction

After the Court approves this Agreement, the Court will have continuing jurisdiction per California Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement and Release on the date set forth.

APPROVED AND ACCEPTED.

Dated: 1/19/2022, 2022

DocuSigned by:
By Cecilia Mata
CECILIA MATA

Dated: 1/20/22, 2022

By Michael Dwyer
Its: SVP, Legal
DISGUISE, INC.

Dated: 1/20, 2022

By Mubael Dwyer
Its: SVP, LEGAL
JAKKS SALES LLC

Dated: 1/20, 2022

By Mubael Dwyer
Its: SVP, LEGAL
JAKKS PACIFIC, INC.

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: 1/19/2022, 2022

ACKERMANN & TILAJEF, P.C.

DocuSigned by
Craig Ackermann
By 8F3C75CDEDS44B...
Craig J. Ackermann
Attorneys for MATA and the Aggrieved
Employees, and on behalf of the State of
California

Dated: January 20, 2022

CONSTANGY, BROOKS, SMITH &
PRODUCE

By Kenneth D. Sulzer
Kenneth D. Sulzer
Attorneys DISGUISE, INC.; JAKKS SALES,
LLC; and JAKKS PACIFIC, INC.