

STIPULATION OF SETTLEMENT AND RELEASE

This stipulation of settlement and release (“Stipulation of Settlement”) is made and entered into by and between plaintiffs Alex Rojas (“Rojas”) and William Mann (“Mann,” and collectively with Rojas, “Plaintiffs” or “Class Representatives”), individually and on behalf of all others similarly situated, and defendants Twentieth Century Fox Film Corporation (“TCFFC”) and ABC Signature, LLC (“ABC SL,” and collectively with TCFFC, “Defendants”), and their respective counsel of record, subject to the terms and conditions hereof and the court’s approval.

A. Definitions.

1. Plaintiffs and the other members of the Settlement Class (as defined below) and Defendants are collectively referred to herein as “the Parties.”
2. “Class Counsel” are Harris & Ruble.
3. The “Complaint” and the “Lawsuit” refer collectively to the class and representative actions entitled “*Alex Rojas, individually, and on behalf of all others similarly situated, Plaintiffs vs. Twentieth Century Fox Film Corporation, a Delaware Corporation, Defendants,*” Case No. 2:23-CV-02652-SSS (KKx) (the “Rojas Lawsuit”), and “*William Mann, individually and on behalf of all others similarly situated, Plaintiff v. ABC Signature, LLC, a Delaware Limited Liability Company; and DOE 1 through and including DOE 10; and DOES 1 to 50,*” Case No. 2:22-cv-06628-SSS (KKx) (the “Mann Lawsuit”), both pending before the United States District Court for the Central District of California. Plaintiffs shall request consolidation of the Lawsuits by unopposed motion or stipulation of the Parties.
4. The “Class Period” for identifying Class Members (as defined below) means the period from (1) February 10, 2018 for any Class Member formerly or currently employed by TCFFC, and (2) March 9, 2018 for any Class Member formerly or currently employed by ABC SL, and continuing through the earlier of the date of preliminary court approval of this settlement reflected in this Agreement (the “Settlement”), or the date on which the number of unique individual Class Members exceeds 34,640, if earlier.
5. The “Settlement Class” means all individuals who are or were employed by either or both of the Defendants as a non-exempt employee during any portion of the Class Period (hereinafter, “Class Member” or “Class Members”).
6. The terms “Class Member” or “Class Members” mean all individuals employed by Defendants in California as a non-exempt employee during the Class Period. The Class Period for any Class Member employed by both of the Defendants shall commence on the earliest date of the Class Period that applies to the Class Member.
7. The “PAGA Period” for identifying Aggrieved Employees (as defined below) means the period from (1) February 10, 2021 for any Aggrieved Employees formerly or currently employed by TCFFC, and (2) March 9, 2021 for any Aggrieved Employees formerly or currently employed by ABC SL, and continuing through the earlier of the date of preliminary court approval of this

Settlement, or the date on which the number of unique individual Class Members exceeds 34,640, if earlier.

8. “Aggrieved Employee” means all persons employed by one or both of the Defendants in California in a non-exempt position during the PAGA Period. The PAGA Period for any Aggrieved Employee employed by both of the Defendants shall commence on the earliest of the dates of the PAGA Period that applies to the Aggrieved Employee.

B. General.

9. The complaint in the Rojas Lawsuit was filed in Los Angeles County Superior Court on February 10, 2022, which TCFRC removed to federal court on April 7, 2023. The complaint in the Mann Lawsuit was filed in Los Angeles County Superior Court on March 9, 2022, which ABCSL removed to federal court on September 15, 2022.

10. The complaints in the Rojas Lawsuit and Mann Lawsuit are primarily based upon claims that Class Members (a) were not timely paid wages due upon termination of employment, (b) received inaccurate wage statements, (c) were not provided required meal periods, (d) were not authorized and permitted to take required rest periods, (e) were not paid overtime pay, (f) were not paid minimum wages, and (g) were not reimbursed for necessary business expenses. They further allege that Defendants engaged in unfair competition, and seek recovery of unpaid wages, restitution, damages for actual injury, statutory penalties, civil penalties, interest, liquidated damages under the Fair Labor Standards Act (“FLSA”), attorneys’ fees and costs. The Parties will stipulate to the consolidation of the Rojas Lawsuit and Mann Lawsuit and the filing of a single consolidated complaint containing all of the claims and theories alleged in both the Rojas Lawsuit and Mann Lawsuit, and raised during settlement discussions and mediation of both actions.

11. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit, and further deny that either the Rojas Lawsuit or Mann Lawsuit is appropriate for class or representative action treatment for any purpose other than this settlement. Defendants contend, among other things, they have complied at all times with the California Labor Code and the applicable Industrial Welfare Commission Wage Order. In addition, it is Defendants’ position that, if this case were to be litigated, class certification would be inappropriate because individual issues predominate, that class and/or representative action treatment would be improper, and/or that Defendants would be entitled to complete summary judgment on all claims as a matter of law.

12. The Class Representatives believe that the Lawsuit is meritorious and that class certification for purposes other than settlement would be appropriate.

13. Class Counsel have conducted an investigation into the facts of the Lawsuit, including an exchange of information. Class Counsel are knowledgeable about and have done research with respect to the applicable law and potential defenses to the claims of the Class Members. Class Counsel have diligently pursued an investigation of the Class Members’ claims against Defendants. Plaintiffs’ Counsel performed an analysis of the class data in anticipation for mediation. Ultimately, the Parties accepted a mediator’s proposal. Based on the information provided by Defendants, and their own independent investigation and evaluation, Class Counsel are of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Stipulation of Settlement is fair,

reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues. Defendants and Defendants' counsel agree that the settlement is fair, reasonable, and adequate.

14. For settlement purposes only, Defendants will stipulate that the Settlement Class described herein may be certified. The Parties agree that certification for settlement purposes under the more lenient standard courts have applied to settlements (*e.g.*, manageability is not an issue) is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes, and that evidence of this limited stipulation to certification for settlement will not be admissible in the Lawsuit for any purpose other than seeking court approval of the settlement, and will not be admissible for any purpose in any other future proceeding that may be brought against Defendants.

C. Terms of Settlement.

15. The financial terms of the Settlement are as follows:

(a) **Total Settlement Amount:** Defendants will pay a Total Settlement Amount of Four Million Eight Hundred Thousand Dollars (\$4,800,000) ("the Total Settlement Amount"), inclusive of attorneys' fees, costs, and expenses directly related to the Lawsuit, which includes all such fees and costs incurred to date, as well as all such fees and costs incurred in documenting the Settlement, securing court approval of the Settlement, administering the Settlement (including the Settlement Administrator's fees and expenses), and obtaining a dismissal of the action, the service payment to the class representatives, and the payment to the State of California Labor Workforce and Development Agency ("LWDA") in connection with the claim for penalties under the California Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA"). This is an all paid Settlement; there shall be no reversion of any portion of the Total Settlement Amount to Defendants.

(b) **Net Settlement Proceeds:** The Total Settlement Amount will be reduced by (a) Class Counsel's awarded attorneys' fees and litigation costs and expenses; (b) the Settlement Administrator's fees and expenses; (c) the payment to the LWDA; and (d) the service payments to Plaintiffs as the Class Representatives. The amount remaining after these deductions are made is defined as the "Net Settlement Proceeds." The Net Settlement Proceeds distributable to each Class Member will be calculated as follows:

(i) "Total Class Pay Periods Worked" will be the total number of pay periods during which Class Members worked for any of the Defendants on at least one workday, during the Class Period and received a wage statement, according to the records of Defendants. "Individual Class Pay Periods Worked" will be the total number of pay periods during which a Class Member worked for any of the Defendants on at least one workday, during the Class Period and received a wage statement, according to the records of Defendants; and

(ii) "The Individual Settlement Payment" will be based on a ratio of the Total Class Pay Periods Worked to the Individual Class Pay Periods Worked, calculated by dividing the Individual Class Pay Periods Worked of a Class Member by the Total Class Pay Periods Worked of

all Class Members during the Class Period and multiplying this result by the Net Settlement Proceeds. However, the distribution formula may be modified so that no participating Class Member receives a payment of less than \$10.

(c) **Tax Treatment of Class Member Settlement Payments:** Because the Individual Settlement Payments are for settlement of claims for alleged unpaid wages, interest, and statutory and civil penalties, 20% of the Individual Settlement Amounts will be allocated to the unpaid wages claims, will be subject to tax withholdings, and this portion of the payment will be reported on an IRS Form W-2; 40% will be allocated to the interest claim; and 40% will be allocated to the statutory and civil penalties claims, and the portions allocated to the interest and statutory and civil penalty claims will be paid without withholding any amount and will be reported on an IRS Form 1099. Defendants shall pay the employer's share of payroll taxes on the portion of the settlement attributable to unpaid wages.

(d) **Payment to LWDA:** The Parties agree that \$100,000 of the Total Settlement Amount shall be allocated to settle the PAGA claim, and will be distributed as follows: 75% of the apportioned PAGA settlement amount (\$75,000) will be paid to the LWDA, and the remaining 25% (\$25,000) will be divided among the Class Members on a pro rata basis, and included in their Individual Settlement Payments. Every Aggrieved Employee will receive a PAGA distribution of at least \$1. If the Court approves less than the amount requested, the Settlement Administrator will allocate the remainder of the payment to the Net Settlement Proceeds.

(e) **Service Payments to Class Representatives:** The amounts awarded to the Class Representatives as a service payment will be set by the Court in its discretion, not to exceed \$5,000 each, and the awarded amounts will come from the Total Settlement Amount, and shall be in addition to Plaintiffs' Individual Settlement Payments; provided, however, that to be eligible for a Class Representative service payment, Plaintiffs' individual claims in the Lawsuit must be dismissed with prejudice and each of them must execute a settlement agreement and general release document, containing a general release of all known and unknown claims they may have against Defendants, and their current and former parents, subsidiaries and affiliated entities, based on their employment with Defendants, in a form acceptable to Defendants and prepared by their counsel. An IRS Form 1099 will be issued with respect to Plaintiffs' awarded class representative service payments. Should the Court approve lesser amounts, the difference shall be added to the Net Settlement Proceeds.

(f) **Attorneys' Fees and Litigation Costs:** Defendants agree and will not object to an award of attorneys' fees and litigation costs to Class Counsel from the Total Settlement Amount in amounts to be set by the Court, but not exceeding 33.3333% of the Total Settlement Amount (*i.e.*, \$1,600,000) for attorneys' fees and not exceeding \$35,000 for documented out-of-pocket litigation costs and expenses. A Form 1099 will be issued to Class Counsel with respect to their awarded attorneys' fees and litigation costs and expenses. Should the Court approve lesser amounts, the difference shall be added to the Net Settlement Proceeds.

(g) **Settlement Administration Costs:** The Parties shall mutually agree upon and propose that the Court approve and appoint a third-party settlement administrator ("Settlement Administrator"). The Parties shall obtain a "not to exceed" commitment from the Settlement Administrator for its fees and other charges, which amount shall be paid from the Total Settlement Amount.

16. Plaintiffs and Class Counsel agree that they will not issue any print, broadcast or social media releases or postings, initiate any contact with any media representative, respond to any print, broadcast or social inquiry or have any communication with any media representative about this case and/or the fact, amount or terms of the Settlement. In addition, Plaintiffs and Class Counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings on any websites or social media accounts maintained by Class Counsel. Any communication about the Settlement to Class Members prior to the Court-approved mailing will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Court-approved notice. Defendants shall have the right to rescind this Settlement, rendering it null and void, if Plaintiffs or Class Counsel violate the obligations in this section.

17. The Parties agree that the Settlement is fair, reasonable and adequate, and will so represent to the Court. In addition, Lynn Frank, Esq., who served as the mediator may, at her discretion, execute a declaration supporting the Settlement and the reasonableness of the Settlement, and the Court may, in its discretion, contact Ms. Frank to discuss the Settlement and whether this Settlement is fair and reasonable.

D. Release of Claims.

18. Upon entry of final judgment and funding of the Total Settlement Amount, and except as to such rights or claims as may be created by this Stipulation of Settlement, the Class Members (other than those who timely request to be excluded in accordance with the terms of the Settlement) will release and discharge Defendants, and all of Defendants' current and former parents, subsidiaries, and affiliates, and its current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals (the "Released Parties"), from any and all wage-and-hour claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, including, but not limited to, statutory, constitutional, contractual or common law claims for unpaid wages, damages, unreimbursed business expenses, civil and statutory penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief within the following categories of allegations in the Lawsuit and/or arising from those allegations: (a) failure to pay wages, including unpaid minimum wages and overtime premium pay; (ii) failure to correctly calculate the regular rate for overtime pay and/or payments for non-complaint meal and/or rest periods; (iii) failure to provide meal and/or rest periods in accordance with applicable law, including payments for meal and/or rest periods; (iv) unreimbursed business expenses; (v) failure to timely pay wages, both during employment and upon termination of employment; (vi) failure to provide accurate itemized wage statements; and (vii) all civil and statutory penalties, other than PAGA penalties ("Class Members' Released Claims") arising from February 10, 2018, through the date of final court approval of the Settlement ("Class Release Period"). The Class Members' Released Claims include without limitation claims meeting the above definition(s) under any and all applicable statutes, including without limitation the FLSA, 29 U.S.C. §§ 201, *et seq.*; California Labor Code §§ 96 through 98.2, *et seq.*; the California Payment of Wages Law, California Labor Code §§ 200, *et seq.*, including California Labor Code §§ 201, 202, 203, 204, 226(a), 226.2, and 226.7 in particular; California Working Hours Law, California Labor Code §§ 500, *et seq.*, and §§ 510, 512, and 550-554 in particular; California Labor Code §§ 1194, 1197, and 1197.1; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200, *et seq.*; PAGA; California

Civil Procedure Code § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations. Those Class Members who cash, endorse, or otherwise negotiate their settlement check shall be deemed to opt-in for purposes of the FLSA, and thereby shall fully, finally and forever settle and release the Class Members' Released Parties from the Class Members' Released Claims under the FLSA.

In addition, upon entry of final judgment and funding of the Total Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the PAGA-related facts alleged in the Lawsuits, and Plaintiffs' PAGA notices to the LWDA, including for (a) failure to pay wages, including unpaid minimum wages and overtime premium pay; (ii) failure to correctly calculate the regular rate for overtime pay and/or payments for non-complaint meal and/or rest periods; (iii) failure to provide meal and/or rest periods in accordance with applicable law, including payments for meal and/or rest periods; (iv) unreimbursed business expenses; (v) failure to timely pay wages, both during employment and upon termination of employment; and (vi) failure to provide accurate itemized wage statements ("Aggrieved Employees' Released Claims") arising from February 10, 2021, through the date of final court approval of the Settlement ("PAGA Release Period"). All Aggrieved Employees shall be deemed to have finally and forever released the Released Parties from the Aggrieved Employees' Released Claims, even if they validly exclude themselves from the Class Settlement and/or do not accept or cash their Individual Settlement Payments.

In consideration of their awarded attorneys' fees and litigation costs and expenses, Class Counsel waive any and all claims to any further attorneys' fees and expenses in connection with the Lawsuit.

E. Notices.

19. Pursuant to PAGA, Plaintiffs will submit a copy of this Agreement to the LWDA at the same time that it is submitted to the Court for preliminary approval of this Settlement.

20. Within thirty (30) calendar days after entry of the order granting preliminary approval, Defendants shall provide to the Settlement Administrator a list of all Class Members, including their last known address and telephone number, and the number of pay periods worked by each Class Member as reflected by the number of wage statements issued to the Class Member.

21. A notice of pendency of class action, proposed settlement and hearing date for court approval ("Notice") in the form attached hereto as Exhibit 1, and as approved by the court, shall be sent by the Settlement Administrator to the Class Members, by first class mail, within fourteen (14) calendar days after receiving the Class Member list from Defendants. The Notice will inform each Class Member of his or her Individual Class Pay Periods Worked and the court-established deadlines for filing objections and the right to request exclusion. The Settlement Administrator shall use standard skip-tracing methods to obtain forwarding addresses of Class Members if any Notices are returned as undeliverable.

22. The Settlement Administrator will make reasonable efforts to ensure that the Notice is mailed to all Class Members. It will be conclusively presumed that a Class Member's Notice was

received if the Notice has not been returned within forty-five (45) calendar days of the original mailing of Notice to the Class Member.

23. At least ten (10) calendar days prior to the final approval hearing, the Settlement Administrator will provide a declaration of due diligence and proof of mailing with regard to the mailing of the Notice to counsel for the Parties.

24. Each Class Member will be fully advised of the Settlement and the ability to request exclusion from the Settlement or to object to the Settlement.

25. The number of Individual Class Pay Periods Worked for each Class Member will be determined using Defendants' records. Defendants' records will be presumed determinative. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. To the extent a Class Member disputes the information listed on his or her Notice form, that Class Member may produce evidence to the Settlement Administrator showing such other dates he or she contends should be shown on the Notice form. The Parties will meet and confer to evaluate the evidence submitted by the Class Member. If the Parties cannot agree, the dispute will be submitted to the Settlement Administrator for input, and if the Parties still do not agree, the matter will be submitted to the court whose decision as to which information should be applied will be final and binding.

26. The Notice shall provide that Class Members who wish to exclude themselves from the Class must submit to the Settlement Administrator a written statement requesting exclusion from the Class no later than forty-five (45) calendar days after the original mailing of the Notice. Such written request for exclusion must contain the name, address, and telephone number of the person requesting exclusion, be returned to the Settlement Administrator's address provided in the Notice, and be postmarked on or before the request for exclusion deadline. Any Class Member who properly requests exclusion using this procedure will not be entitled to any Class Settlement payment from the Settlement and their share shall be paid in accordance with Paragraph 30, below, and they will not be bound by the Class Settlement or have any right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before the request for exclusion deadline date shall be bound by all terms of the Settlement and any judgment or order of dismissal entered in the Lawsuit if the Settlement is finally approved by the court, regardless of whether they ineffectively or untimely request exclusion from the Settlement. Class Members who opt out of the Class Settlement will still release their PAGA claims and be entitled to their portion of the \$25,000 allocated to settle the PAGA claims.

27. If five percent (5%) or more of the Class Members submit a timely request for exclusion, or if a number of Class Members whose share of the Net Settlement Proceeds represents five percent (5%) or more of the Net Settlement Proceeds validly elect not to participate in the Settlement, Defendants shall have the option of canceling this Settlement and all actions taken in its furtherance will be null and void. Defendants must exercise this right within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the number of valid requests for exclusion received, which the Settlement Administrator must do within five (5) calendar days after the deadline for submission of the requests for exclusion. If Defendants exercise their right to cancel the

Settlement, they shall be responsible for payment of the portion of the Settlement Administrator's costs, if any, incurred through the date notice of cancelation is given.

28. In order to object to the Settlement, a Class Member must mail his or her objection to the Settlement Administrator, and it must be postmarked no later than forty-five (45) calendar days after the mailing of the Notice.

29. Defendants will provide funds to the Settlement Administrator to cover the total amount of payments to Class Members, the court-approved attorneys' fees and litigation costs and expenses, the service payment to the Class Representative, the LWDA payment, and the Settlement Administrator's fees within thirty (30) calendar days after the final approval of the Settlement by the court if there are no objectors, or if there are objectors, within five (5) business days of receiving final court approval of the Settlement **and** the expiration of the time to file appeals or the resolution of any appeals filed. Defendants may request additional time from the court to fund the payments, and Class Counsel will not unreasonably withhold agreement to or support for any such request.

30. The Settlement Administrator will mail or wire all required payments no later than fourteen (14) calendar days after receipt of the funds from Defendants. The following language will be printed on the reverse of each Individual Class Payment check: "By signing/negotiating this check, I acknowledge that I read and understand the Notice of Class Action Settlement in USDC Case Nos. 2:22-cv-06628-SSS and 2:23-CV-02652-SSS and consent to join in the Fair Labor Standards Act portion of the case(s)." Proof of payment will be filed with the court. It is expressly understood and agreed that the Individual Settlement Payments will become void and no longer available if not cashed within 180 days after mailing. Thereafter, amounts represented by uncashed checks, together with the shares of any Class Members who opt-out, will be donated to Inclusion Matters by Shane's Inspiration, a non-profit disabled children's advocacy and support organization (the "Cy Pres Recipient"), provided that in the event the total amount of uncashed checks exceeds \$50,000, the amount that exceeds \$50,000 shall be equally divided and paid to those Class Members who cashed their initial checks, with any uncashed second checks being distributed to the Cy Pres Recipient. If the Cy Pres Recipient is not approved, the Parties will attempt to agree on a different cy pres recipient, and if they cannot agree, then the Agreement will be resubmitted without provision for a cy pres recipient.

F. Duties of the Parties Prior to Final Court Approval.

31. Promptly after execution of this Stipulation of Settlement, Plaintiffs will move the Court for preliminary approval of this Settlement, which will not be opposed by Defendants as long as Defendants are allowed to review and provide input into the moving papers, requesting entry of an order:

- (a) preliminarily approving this Settlement;
- (b) approving the proposed Notice as to form and content;
- (c) directing the mailing of the Notice to the Class Members;
- (d) preliminarily approving the PAGA payment of \$100,000, of which \$75,000 is to be sent to the LWDA;

- (e) preliminarily setting attorneys' fees and costs payable to Class Counsel;
- (f) preliminarily setting the service payments to the Class Representatives;
- (g) appointing a Settlement Administrator and approving its not to exceed fees; and
- (h) scheduling a final approval hearing on the question of whether the proposed Settlement should be approved as fair, reasonable and adequate as to the Class Members.

A copy of this Stipulation of Settlement shall be submitted in support of the motion for preliminary approval of the Settlement.

G. Duties of the Parties in Connection with and Following Final Court Approval.

32. In connection with the hearing on final approval of the Settlement provided for in this Stipulation of Settlement, a proposed final order will be submitted:

- (a) approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- (b) approving Class Counsel's application for an award of attorneys' fees and reimbursement of documented litigation costs and expenses, the service payments to the Class Representative, the payment to the LWDA, and the costs of administering the Settlement; and
- (c) entering a judgment that results in dismissal of the Lawsuit with prejudice, and permanently barring all Class Members from prosecuting any Class Members' Released Claims against any of the Released Parties.

H. Voiding the Agreement.

33. A failure of the court to approve any material provision or condition of this Stipulation of Settlement that effects a fundamental change of the Parties' Settlement, or any reversal or material modification on appeal of any court order preliminarily or finally approving the Settlement, shall render the entire Stipulation of Settlement voidable and unenforceable as to all Parties herein at the option of Plaintiffs or Defendants.

I. Parties' Authority.

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

J. Mutual Full Cooperation.

35. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by

order of the court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the court's preliminary and final approval of the Settlement.

K. No Prior Assignments.

36. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Stipulation of Settlement.

L. No Admission.

37. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this Stipulation of Settlement with the intention of avoiding further disputes and litigation with the attendant risk, inconvenience, and expenses. This Stipulation of Settlement is a settlement document and, pursuant to Rule 408 of the Federal Rules of Evidence and/or any other similar law, shall not be admissible in evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Stipulation of Settlement.

M. Enforcement Actions.

38. Except as otherwise provided in this Stipulation of Settlement, in the event that one or more of the Parties to this Stipulation of Settlement institutes any legal action, arbitration, or other proceeding against any of the other Parties to enforce the provisions of this Stipulation of Settlement or to declare rights and/or obligations under this Stipulation of Settlement, the successful party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any enforcement actions.

N. Notices.

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

To Plaintiffs and the Class Members:

Alan Harris, Esq.
David Garrett, Esq.
Min Ji Gal, Esq.
Harris & Ruble
655 N. Central Ave. 17th Floor
Glendale, CA 91203

To Defendants:

Stephen L. Berry, Esq.
Blake R. Bertagna, Esq.
Paul Hastings LLP
695 Town Center Drive, 17th Floor
Costa Mesa, California 92626

O. Construction.

40. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Stipulation of Settlement shall not be construed in favor of or against any of the Parties by reason of the extent to which any party or his or its counsel participated in the drafting of this Stipulation of Settlement.

P. Captions and Interpretations.

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

Q. Modification.

42. This Stipulation of Settlement may not be changed, altered, or modified, except in writing and signed by Plaintiffs, Class Counsel, and Defendants and their counsel, and if after preliminary court approval, upon approval of the court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by Plaintiffs, Class Counsel, and Defendants and their counsel.

R. Integration Clause.

43. This Stipulation of Settlement contains the entire agreement between Plaintiffs and the Class Members, on the one hand, and Defendants, on the other hand, relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

S. Binding On Assigns.

44. The Parties intend that this Stipulation of Settlement shall be fully enforceable and binding upon all Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

T. No Solicitation of Settlement Objections or Exclusions.

45. Plaintiffs and Defendants agree to use their best efforts to carry out the terms of this Settlement. None of the Parties or their counsel shall seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or request exclusion from the Settlement Class, or encourage Class Members to appeal from the Court's final approval order.

U. Signatures of All Class Members Unnecessary to be Binding.

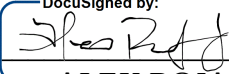
46. It is agreed that, because the members of the Class Members are numerous, it is impossible or impractical to have each Class Member execute this Stipulation of Settlement. The Notice will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Stipulation of Settlement were executed by each Class Member.

V. Counterparts.

47. This Stipulation of Settlement may be executed in counterparts, and when Plaintiffs, Class Counsel, Defendants, and counsel for Defendants have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties.

Dated: 9/26/2023

PLAINTIFFS AND CLASS REPRESENTATIVES:

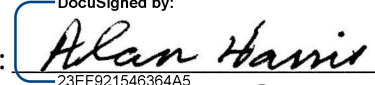
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ALEX ROJAS
 DocuSigned by:

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WILLIAM MANN

Dated: 9/27/2023

CLASS COUNSEL:

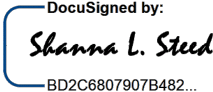
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 By: 
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ALAN HARRIS

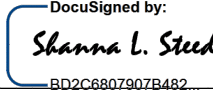
Dated: September 26, 2023

DEFENDANTS:

TWENTIETH CENTURY FOX FILM CORPORATION

By:  BD2C6807907B482...

ABC SIGNATURE, LLC

By:  BD2C6807907B482...

Dated: September 26, 2023

DEFENDANTS' COUNSEL:

PAUL HASTINGS LLP

By:  STEPHEN L. BERRY

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Mann v. ABC Signature, LLC

U.S.D.C. Case No. 2:22-cv-06628-SSS (KKx)

Rojas v. Twentieth Century Fox Film Corporation

U.S.D.C. Case No. 2:23-CV-02652--SSS (KKx)

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All individuals employed by Twentieth Century Fox Film Corporation (“TCFFC”) in California as a non-exempt employee from February 10, 2018, and all individuals employed by ABC Signature, LLC (“ABCSL,” and collectively with TCFFC, “Defendants”) in California as a non-exempt employee from March 9, 2018, and continuing through **[the earlier of the date of preliminary approval of the settlement or the date on which the number of Class Members exceeds 34,640]** (collectively, “Class Members”);

and

All individuals employed by TCFFC in California as a non-exempt employee from February 10, 2021, and all individuals employed by ABCSL in California as a non-exempt employee from March 9, 2021, and continuing through **[the earlier of the date of preliminary court approval of this Settlement, or the date on which the number of Class Members exceeds 34,640]** (collectively, “Aggrieved Employees”).

BASIC INFORMATION

1. What is the Lawsuit about?

A lawsuit was commenced by a former employee of TCFFC on February 10, 2022 in Los Angeles County Superior Court, and approximately one month later, on March 9, 2022, a similar lawsuit was commenced by a former employee of ABCSL. Both lawsuits were subsequently removed to the United States District Court for the Central District of California, designated as Case Nos. 2:22-cv-06628-SSS (KKx) and 2:23-CV-02652-SSS (KKx), and have been consolidated into a single action for purposes of settlement (collectively, “the Lawsuit”).

The Lawsuit claims that Defendants violated certain provisions of the California Labor Code and California Business and Professions Code. Specifically, Plaintiffs are alleging that Defendants failed to pay their non-exempt employees for all time worked (including during non-compliant meal and rest periods), failed to timely pay wages due upon termination of employment, did not provide accurate itemized wage statements, failed to provide compliant meal and rest periods and pay employees the required additional hour of pay for non-compliant meal and rest periods, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (California Labor Code sections 2698, *et seq.* [“PAGA”]) and for damages under the Fair Labor Standards Act (“FLSA”). The Lawsuit claims that the Class Members are entitled to monetary and liquidated damages, civil and statutory penalties, restitution, interest, and attorneys’ fees.

Plaintiffs have filed the Lawsuit in a class and representative capacity, which means Plaintiffs seek to represent a class and group of individuals who Plaintiffs claim were subjected to the same alleged non-compliant policies and practices of Defendants, and ask the Court to approve them as the representatives of those individuals (the “Class Representatives”) and allow them to resolve the claims in the Lawsuit on behalf of themselves as well as the group or class of alleged similarly situated individuals identified in the Lawsuit.

Defendants deny that they violated any laws and deny that they owe Plaintiffs and the other Class Members any amount of money or any penalty payments. The Court has not ruled on the merits of the Lawsuit.

2. Why is there a settlement?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants engaged an experienced, neutral mediator, Lynn Frank, in an effort to resolve the Lawsuit by negotiating an end to the case by agreement (settlement of the case) rather than continuing the expensive and time-consuming process of litigation.

The Parties settled the case at the mediation. Plaintiffs and Defendants have negotiated and signed a settlement agreement (the “Agreement”), which is subject to the Court’s Final Approval.

Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good result for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a Final Approval hearing.

WHO IS IN THE SETTLEMENT?

3. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you are or were employed by either of the Defendants as an hourly-paid (non-exempt) employee in the State of California at any time during the “Class Period,” which means the period for identifying Class Members only (and not for defining the periods of the releases applicable to the Released Class Claims). The Class Period starts on (1) February 10, 2018 for any Class Member formerly or currently employed by TCFFC, and (2) March 9, 2018 for any Class Member formerly or currently employed by ABCSL, and continuing through the earlier of the date of preliminary court approval of this settlement reflected in this Agreement (the “Settlement”), or the date on which the number of unique individual Class Members exceeds 34,640. The Class Period for any Class Member employed by both of the Defendants shall commence on the earliest of the preceding dates that applies to the Class Member.

In addition, the Lawsuit also seeks penalties pursuant to PAGA on behalf of Aggrieved Employees for alleged wage and hour violations that occurred in during the “PAGA Period,” which means the period for identifying Aggrieved Employees only (and not for defining the period of the releases applicable to the Released PAGA Claims). The PAGA Period starts on (1) February 10, 2021 for any Aggrieved Employees formerly or currently employed by TCFFC, and (2) March 9, 2021 for any Aggrieved Employees formerly or currently employed by ABCSL, and continuing through the earlier of the date of preliminary court approval of this Settlement, or the date on which the number of unique individual Class Members exceeds 34,640. The PAGA Period for any

Aggrieved Employee employed by both of the Defendants shall commence on the earliest of the preceding dates that applies to the Aggrieved Employee.

THE SETTLEMENT BENEFITS—WHAT YOU GET

4. What does the settlement provide?

The Settlement provides that Defendants will pay Four Million Eight Hundred Thousand Dollars (\$4,800,000) (“Total Settlement Amount”).

The “Net Settlement Amount” is the portion of the Total Settlement Amount that will be available for distribution to Class Members who do not submit a timely and valid request for exclusion and all Aggrieved Employees. The Net Settlement Amount is the Total Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third of the Total Settlement Amount (\$1,600,000);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed \$35,000;
- C. **Enhancement Payment to the Class Representatives** not to exceed \$5,000 each (total of \$10,000);
- D. **Settlement Administration Costs** not to exceed \$ _____; and
- E. **Payment to the Labor Workforce Development Agency (“LWDA”)** and to the Aggrieved Employees in the total amount of \$100,000 as civil penalties for claims brought under PAGA (“PAGA Settlement Amount”), consisting of the LWDA’s 75% portion (\$75,000) and the Aggrieved Employees’ 25% portion (\$25,000). The \$25,000 portion of the PAGA Settlement Amount will be distributed to the Aggrieved Employees, as defined above, on a pro rata basis, and included in their Individual Settlement Payments.

Plaintiffs and Defendants have reached a proposed settlement under which you may be entitled to receive money. The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay a portion of the settlement to the LWDA.

The Settlement Administrator will calculate Individual Class Payments as follows: The Net Settlement Amount will be distributed pro rata according to the number of Class Pay Periods worked by the Class Member during the applicable Class Period as compared to the total number of Class Pay Periods worked by all Class Members, provided that no Class Member will receive a payment that is less than \$10.00. “Class Pay Period” refers to a pay period during which a Class Member worked for any of the Defendants on at least one workday during the Class Period and received a wage statement, according to the records of Defendants.

In addition, 25% of the PAGA Settlement Amount will be distributed pro rata to the Aggrieved Employees according to the number of PAGA Pay Periods worked by the Aggrieved Employees during the applicable PAGA Period as compared to the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, provided that no Aggrieved Employee will receive a payment that is less than \$1.00. “PAGA Pay Period” refers to a pay period during which an Aggrieved Employee worked for any of the Defendants on at least one workday during the PAGA Period and received a wage statement, according to the records of Defendants.

Based on Defendants' records you worked a total of ____ Class Pay Periods and ____ PAGA Pay Periods with one or both Defendants, and **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

Your estimated individual share of the Settlement will be apportioned as twenty percent (20%) wages, forty percent (40%) penalties, and forty percent (40%) interest. The wage portion of your individual share of the Settlement will be subject to withholding for employee taxes and will be reported on an IRS Form W-2. The employer's share of payroll taxes will be paid separately from and in addition to the Total Settlement Amount by Defendants. The penalties and interest portions of your individual share of the Settlement will not be subject to any tax withholdings and will be reported on an IRS Form 1099.

This amount was determined based on Defendants' record of your employment during the Class Period and/or PAGA Period, and is presumed correct. You have 45 days after the Settlement Administrator mails the Class Notice (plus an additional 14 days for Class Members and/or Aggrieved Employees whose Class Notice is re-mailed) to challenge the number of Class Pay Periods and/or PAGA Pay Periods attributed to you. Therefore, any written challenge to the number of your Class Pay Periods and/or PAGA Pay Periods must be mailed to the Settlement Administrator at the address listed below and post-marked by **[DATE]**. All disputes regarding your workweeks will be resolved and decided by the Settlement Administrator and counsel for the parties, and if they cannot agree, then by the court, whose decision on all such disputes will be final and binding. You cannot appeal or otherwise challenge this decision. The Settlement Administrator's contact information is listed below:

[Settlement Administrator Name].
[Address]
[Telephone No.]
[Fax No.]

HOW TO GET A PAYMENT FROM THE NET SETTLEMENT AMOUNT

5. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Net Settlement Amount.

6. What am I giving up if I do not request to be excluded from the Settlement?

Upon the final approval and funding of the Settlement, in exchange for the consideration provided in the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Class Members' Released Claims" for the Class Period.

The "Released Parties" are Defendants, and all of Defendants' current and former parents, subsidiaries, and affiliates, and its current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals.

The "Class Members' Released Claims" are any and all wage-and-hour claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, including, but not limited to, statutory, constitutional, contractual or common law claims for unpaid wages, damages, unreimbursed business expenses, civil and statutory penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation

costs, restitution, or equitable relief within the following categories of allegations in the Lawsuit and/or arising from those allegations: (a) failure to pay wages, including unpaid minimum wages and overtime premium pay; (ii) failure to correctly calculate the regular rate for overtime pay and/or payments for non-complaint meal and/or rest periods; (iii) failure to provide meal and/or rest periods in accordance with applicable law, including payments for meal and/or rest periods; (iv) unreimbursed business expenses; (v) failure to timely pay wages, both during employment and upon termination of employment; (vi) failure to provide accurate itemized wage statements; and (vii) all civil and statutory penalties, other than PAGA penalties arising from February 10, 2018, through the date of final court approval of the Settlement (“Class Release Period”). The Class Members’ Released Claims include without limitation claims meeting the above definition(s) under any and all applicable statutes, including without limitation the FLSA, 29 U.S.C. §§ 201, *et seq.*; California Labor Code §§ 96 through 98.2, *et seq.*; the California Payment of Wages Law, California Labor Code §§ 200, *et seq.*, including California Labor Code §§ 201, 202, 203, 204, 226(a), 226.2, and 226.7 in particular; California Working Hours Law, California Labor Code §§ 500, *et seq.*, and §§ 510, 512, and 550-554 in particular; California Labor Code §§ 1194, 1197, and 1197.1; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200, *et seq.*; PAGA; California Civil Procedure Code § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations. Those Class Members who cash, endorse, or otherwise negotiate their settlement check shall be deemed to opt-in for purposes of the FLSA, and thereby shall fully, finally and forever settle and release the Class Members’ Released Parties from the Class Members’ Released Claims under the FLSA.

In addition, upon the final approval and funding of the Settlement, in exchange for the consideration provided in the Settlement, all Aggrieved Employees will release the Released Parties from the “Aggrieved Employees’ Released Claims” for the PAGA Period.

The “Aggrieved Employees’ Released Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the PAGA-related facts alleged in the Lawsuits, and Plaintiffs’ PAGA notices to the LWDA, including for (a) failure to pay wages, including unpaid minimum wages and overtime premium pay; (ii) failure to correctly calculate the regular rate for overtime pay and/or payments for non-complaint meal and/or rest periods; (iii) failure to provide meal and/or rest periods in accordance with applicable law, including payments for meal and/or rest periods; (iv) unreimbursed business expenses; (v) failure to timely pay wages, both during employment and upon termination of employment; and (vi) failure to provide accurate itemized wage statements arising from February 10, 2021, through the date of final court approval of the Settlement (“PAGA Release Period”). All Aggrieved Employees shall be deemed to have finally and forever released the Released Parties from the Aggrieved Employees’ Released Claims, even if they validly exclude themselves from the Class Settlement and/or do not accept or cash their Individual Settlement Payments.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Class Members’ Released Claims, then you must submit a request for exclusion in conformity with the requirements set forth in the next section. *If you exclude yourself, you will not receive payment of a portion of the Net Settlement Amount, but you will receive payment in an amount equal to your estimated pro rata share of the PAGA Settlement Amount, but not less than \$1.00.*

All Aggrieved Employees will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Aggrieved Employees’ Released Claims arising under PAGA with respect to all of the Released Parties irrespective of whether they submit a request for exclusion.

7. How can I exclude myself from the Settlement?

To exclude yourself from the Settlement and not release any of the Class Members' Released Claims, you must submit a written request for exclusion. You must include your name, address, and telephone number. Your request for exclusion must also include a statement that you do not wish to be included in the Class and the settlement of the Class Members' Released Claims in the Lawsuit.

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. **You cannot exclude yourself by phone.**

[Settlement Administrator Name]

[Address]

[Telephone No.]

[Fax No.]

You cannot exclude yourself from the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the PAGA claims listed in Section 6 of this Notice.

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount (except for an amount attributable to you from the PAGA Settlement Amount), and you will not be able to object to the Settlement. You will not be legally bound by the release of Class Member' Released Claims (but will be bound as to the Aggrieved Employees' Released Claims that arise under PAGA).

You may be able to sue Defendants and/or the other Released Parties or continue any suit you have pending against Defendants or the Released Parties, regarding the Class Members' Released Claims (but not as to the Aggrieved Employees' Released Claims that arise under PAGA).

8. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and the other Released Parties for the Class Members' Released Claims. As state above, you cannot exclude yourself from the PAGA potion of the proposed Settlement. If you have a pending legal action involving any of the Released Claims, speak to your lawyer in that lawsuit immediately.

9. If I exclude myself, can I get money from this settlement?

No (except for money for Aggrieved Employees' Released Claims that arise under PAGA). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against the Released Parties for the Class Members' Released Claims (but not for the Aggrieved Employees' Released Claims that arise under PAGA).

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court has approved Alan Harris, David Garrett and Min Ji Gal of Harris & Ruble as Class Counsel. Their contact information is:

Name of Attorney: Alan Harris; David Garrett; Min Ji Gal
Email Address: harrisa@HarrisandRuble.com; dgarrett@HarrisandRuble.com; mgal@HarrisandRuble.com
Name of Firm: HARRIS & RUBLE
Mailing Address: 655 North Central Avenue, 17th Floor, Glendale, CA 91203
Telephone: (323) 962-3777

11. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees of up to 1/3 of the Total Settlement Amount (\$1,600,000) and reimbursement of litigation cost/expenses of up to \$35,000. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I object to the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, the last four digits of your social security number or employee ID number, the dates you worked for either of the Defendants, the specific reason for your objection, and whether you plan to attend the final approval hearing. You may also come to the Final Approval Hearing and make an objection at that time, regardless of whether you submit an objection in writing.

13. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court the reason(s) why you feel the Court should not approve the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing on [DATE] at [TIME] at the United States District Court for the Central District of California - Eastern Division, located at 3470 Twelfth Street, Riverside, California, Courtroom 2 (2nd Floor).

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them at or before the hearing.

15. Do I have to attend the hearing?

No. If you have not objected to the Settlement, you do not have to be present at the Final Approval Hearing. However, you may attend if you choose to do so. You may also retain your own lawyer at your expense to attend on your behalf.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator's website located at _____.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Net Settlement Amount, and you will release all of the Class Members' Released Claims and the Aggrieved Employees' Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the other Released Parties about any of the Class Members' Released Claims and the Aggrieved Employees' Released Claims ever again.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and papers relating to this Settlement from [ADMIN WEBSITE], the court file or by contacting Class Counsel.

WHAT IF MY CONTACT INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO
THE CLERK OF THE COURT OR THE JUDGE**

Certificate Of Completion

Envelope Id: 11F22D8A32204E5E959696349381E604

Status: Completed

Subject: Complete with DocuSign: Stipulation of Settlement .pdf

Source Envelope:

Document Pages: 21

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Yvonne Kubicek

AutoNav: Enabled

500 S Buena Vista St

Envelope Stamping: Enabled

Burbank, CA 91521

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Yvonne.A.Kubicek@disney.com

IP Address: 47.28.103.187

Record Tracking

Status: Original

Holder: Yvonne Kubicek

Location: DocuSign

9/25/2023 7:07:16 PM

Yvonne.A.Kubicek@disney.com

Signer Events

Shanna L. Steed

shanna.l.steed@disney.com

Authorized Signatory

TWDC - eSignature Standard

Security Level: Email, Account Authentication
(None), Login with SSO**Signature**

DocuSigned by:

Shanna L. Steed

BD2C6807907B482...

Signature Adoption: Pre-selected Style

Using IP Address: 204.128.192.31

Timestamp

Sent: 9/25/2023 7:10:16 PM

Viewed: 9/26/2023 6:01:51 AM

Signed: 9/26/2023 6:04:04 AM

Electronic Record and Signature Disclosure:

Accepted: 4/27/2023 3:20:16 PM

ID: f30777c9-2d8c-473e-a6e4-fffb268b193f

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Yvonne Kubicek

yvonne.a.kubicek@disney.com

Disney Corporate Legal

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 9/25/2023 7:10:16 PM

Resent: 9/26/2023 6:04:06 AM

Viewed: 9/26/2023 8:27:52 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/25/2023 7:10:16 PM

Certified Delivered

Security Checked

9/26/2023 6:01:51 AM

Signing Complete

Security Checked

9/26/2023 6:04:04 AM

Completed

Security Checked

9/26/2023 6:04:04 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSENT TO ELECTRONIC COMMUNICATIONS

You have indicated that you wish to enter into an agreement ("Contract") with us electronically. In connection with the Contract, you will receive Communications (defined below) electronically by entering into the terms and conditions of this consent agreement ("Agreement") by clicking the 'I agree' box as indicated below. We may be required by law to give you certain information "in writing" - which means you are entitled to receive it on paper. Therefore we need your consent in order to provide you Communications electronically, instead.

The words "we," "us," and "our" mean Disney Enterprises, Inc. and its affiliates and subsidiaries. The words "you" and "your" mean the person giving consent and entering into this Agreement. "Communications" means each disclosure, notice, contract, agreement, authorization, acknowledgement, undertaking, fee schedule, periodic statement, record, document, signature or other information we provide to you, or that you sign or submit or agree to at our request in connection with the Contract. Electronic Communications will be provided through the DocuSign, Inc. electronic signing system ("DocuSign").

1. Your Consent. You agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form through DocuSign, unless you tell us otherwise in accordance with the procedures described herein. We may also use electronic signatures and obtain them from you on any Communication. You agree that electronic delivery of any Communication will be effective delivery to you and be deemed received by you when sent or made available to you, whether or not you actually access or view the Communication. We may always, in our sole discretion, provide you with any Communication in writing or on paper, even if you have chosen to receive it electronically. Sometimes the law, or our Communication with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

2. How to Withdraw Consent. If you decide to withdraw consent for electronic delivery of Communications, you must use the DocuSign "Withdraw Consent" form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required Communications electronically from us and you will no longer be able to use DocuSign to receive required Communications electronically from us or to sign electronically documents from us. You may also withdraw your consent to future electronic Communications at any time by following the procedure described below. Your withdrawal of consent is only effective after we have a reasonable opportunity to act on it, and your withdrawal of consent will only apply to Communications you are entitled by law to receive "in writing." We may continue to send other Communications to you electronically even after you withdraw consent. Your withdrawal of consent with respect to the Communications does not affect any other consent you have given us at any other time to use electronic records and signatures. To inform us that you no longer want to receive future Communications in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

3. How to Update Your Contact Information. It is your responsibility to provide us with an accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. You understand and agree that if Disney sends you an electronic Communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Disney will still be deemed to have provided the Communication to you. To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at CORP.DL-eSignature@disney.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

4. Hardware and Software Requirements. To receive electronic Communications, you must have access to:

- a Current Version (defined below) of Chrome, Firefox, Microsoft Edge, Safari or equivalent contemporary browser,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays to you PDF files,
- a per screen resolution of 1024 x 768,
- enabled security settings to allow per session cookies, and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use in connection with the Communications.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

5. Paper Copies. At any time, you may request from us a paper copy of any Communication provided or made available electronically to you by us. You will have the ability to download and print Communications we send to you through the DocuSign system during and immediately after a signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 60-90 days) after such Communications are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may request delivery of such paper copies from us by following the procedure described below.

To request delivery from us of paper copies of the Communications previously provided by us to you electronically, you must send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

6. Acknowledging your access and Consent to receive Communications electronically. To confirm to us that you can access this information electronically, which will be similar to other electronic Communications that we will provide to you, please verify by checking the 'I agree' box below that you were able to read this electronic Agreement and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this Agreement to an email address where you will be able to print on paper or save it for your future reference and access.

7. Termination/Changes/Other. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change this Agreement or the terms and conditions on which we provide electronic Communications, in whole or in part. We will provide you with notice of any such termination or change as required by law. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be determined in Los Angeles, California in accordance with California law without giving effect to principles of conflicts of laws. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as provided above, as the case may be.

By checking the 'I agree' box, you are (i) entering into this Agreement, (ii) consenting to the use and receipt of Communications, (iii) confirming that you have the hardware and software requirements described above, (iv) are able to receive and view Communications exclusively in electronic format on the terms and conditions described above, and (v) have an active email address.