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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

LYRIK M. KOOTTUNGAL, individually  
and on behalf of others similarly situated,  
and  
as an aggrieved employee and Private  
Attorney General,

Plaintiff,

vs.

TEAM TOURS, LLC, an Arizona limited  
liability company; THE TEAM  
COMPANIES, LLC, a Delaware limited  
liability company, ROC NATION  
MANAGEMENT, LLC, a Delaware Limited  
Liability Company, ROC NATION LLC, a  
Delaware Limited Liability Company; ROC  
NATION PUBLISHING, LLC, a Delaware  
Limited Liability Company. ROC NATION  
SPORTS, LLC, a Delaware limited liability  
company, ROC NATION ADVERTISING  
LLC, a Delaware limited liability company,  
BACKLIT BUHR MEDIA LLC, a California  
Limited Liability Company, DIVERSIFIED  
PRODUCTION SERVICES, LLC, a  
Delaware Limited Liability Company,  
DIVERSIFIED PRODUCTION SERVICES,  
INC. a California Corporation, DOES 9  
through 50, inclusive,

Defendants.

Case No.: 22STCV33134

*Assigned for all purposes to: Hon. Stuart M.  
Rice, Department: 1*

**JOINT STIPULATION OF CLASS  
ACTION AND PAGA SETTLEMENT**

Complaint Filed: October 10, 2022  
FAC Filed: February 8, 2023  
Trial Date: None Set

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2 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

3 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and  
4 between Plaintiff Lyrik M. Koottungal ("Plaintiff"), individually and on behalf of all other  
5 similarly situated and alleged aggrieved employees, and as a representative of the State of  
6 California on the one hand, and Defendants Roc Nation, LLC ("RN") and Diversified Production  
7 Services, LLC ("DPSL") ("Defendants")<sup>1</sup> on the other hand in the lawsuit entitled *Lyrik M.*  
8 *Koottungal v. Roc Nation, LLC, et al.* filed in the Los Angeles County Superior Court, Case No.  
9 22STCV33134. Plaintiff and Defendants shall be, at times, collectively referred to as the  
10 "Parties." This Agreement is intended by the Parties to fully, finally and forever resolve the  
11 claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

12 **DEFINITIONS**

13 1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class  
14 Action and PAGA Settlement.

15 2. "Action" means the court action entitled "*Lyrik M. Koottungal v. Roc Nation,*  
16 *LLC, et al.*, Los Angeles County Case No. 22STCV33134, initiated on or around October 10,  
17 2022, the First Amended Complaint filed on or about February 8, 2023, as well as the claims  
18 asserted in Plaintiff's correspondence of October 14, 2022 to the Labor and Workforce  
19 Development Agency seeing penalties against Defendant for violations under the California  
20 Labor Code under the Private Attorneys General Act of 2004 (hereinafter the "LWDA Letter.").

21 3. "Class Counsel" means Heather Davis, Amir Nayebdadash and Carlos Jimenez of  
22 Protection Law Group LLP. The term "Class Counsel" shall be used synonymously with the  
23 term "Plaintiff's Counsel."

24 4. "Class Counsel's Fees and Costs" means attorneys' fees for Class Counsel's  
25 litigation and resolution of the Action and their expenses and costs incurred in connection with  
26 the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request  
27 attorneys' fees not to exceed thirty-five (35%) of the Gross Settlement Amount, *i.e.* Three

28 <sup>1</sup> After further investigation, all defendants were dismissed, except for Roc Nation, LLC and Diversified Production Services, LLC.

Hundred Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars and Sixty-Five Cents (\$349,999.65) and the reimbursement of reasonable costs and expenses associated with the litigation and settlement of the Action, not to exceed Thirty Thousand Dollars and No Cents (\$30,000.00), subject to the Court's approval. Defendants have agreed not to oppose Class Counsel's request for fees and reimbursement of reasonable costs and expenses in the amount set forth above.

5. "Class List" means a complete list of all Class Members that Defendants will in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar days on which the Court entered an Order granting Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)); (6) total Workweeks during the Class Period; (7) total Workweeks during the PAGA Period; and (8) any other reasonable information required by the Settlement Administrator in order to effectuate the terms of the Settlement. This is a material term of the Settlement, and if Defendants fail to comply, Plaintiff shall have the right to void the Settlement.

6. "Class" or "Class Members" means all current and former non-exempt employees of Defendants who worked at the 2022 Superbowl at Sofi Stadium during the Class Period.

7. "Class Period" means the period from October 10, 2021 and ending on either the date of preliminary approval of the Settlement by the Court or sixty days (60) calendar days from the date of mediation, i.e., October 22, 2024, whichever date occurs earlier.

8. "Class Representative" means Plaintiff Lyrik M. Koottungal in her capacity as a representative of the Class Members.

9. "Class Representative Enhancement Payment" means the amount that the Court authorizes to be paid to Plaintiff in addition to her Individual Settlement Payment, in recognition of the effort and risk she has taken in assisting with the prosecution of the Action and in exchange for a General Release of her claims as provided herein.

1           10.     “Court” means the Superior Court of the State of California for the County of Los  
2 Angeles.

3           11.     “Defendants” means Roc Nation, LLC (“RN”) and Diversified Production  
4 Services, LLC.

5           12.     “Effective Date” means the later of the following: (a) if no timely objections are  
6 filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b)  
7 if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being  
8 filed (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such  
9 appeal in a way that does not alter the terms of the settlement Defendant and Defendant’s counsel  
10 waive all rights to appeal the Final Approval Order.

11           13.     “Employer Taxes” means employer-funded taxes and contributions imposed on  
12 the wage portions of the Individual Settlement Payments under the Federal Insurance  
13 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes  
14 and contributions required of employers, such as for unemployment insurance.

15           14.     “Final Approval” means the date of final affirmation of the Court’s signed Order  
16 and Judgment granting final approval of this Settlement.

17           15.     “General Release” means the broader release of all claims by Plaintiff in the  
18 Action, which is in addition to Plaintiff’s release of claims as a Participating Class Member.

19           16.     “Gross Settlement Amount” means the sum of Nine Hundred Ninety-Nine  
20 Thousand Ninety Hundred Ninety-Nine Dollars and No Cents (\$999,999.00) which shall be paid  
21 by Defendants into a Qualified Settlement Fund (QSF). The Gross Settlement Amount is non-  
22 reversionary, no portion of the Gross Settlement Amount will return to Defendants and includes:  
23 (1) payments to the Class, (2) Class Counsel’s fees, (3) Class Counsel’s costs, (4) Settlement  
24 Administration Costs, (5) Class Representative Enhance Payment to Plaintiff; and (6) the PAGA  
25 Payment to the LWDA and PAGA Members. The Gross Settlement Amount is exclusive of  
26 employer’s share of any applicable payroll taxes, and any such employer-side payroll taxes shall  
27 be paid by Defendants separately and in addition to the Gross Settlement Amount. The Gross  
28 Settlement Amount plus any applicable employer-side payroll taxes shall be the maximum

1 amount that Defendants are required to pay under the Settlement. In the event that the  
2 consideration due under this Agreement is not paid, then the Settlement is voidable at the option  
3 of Plaintiff. Payment shall be made per the terms of this Agreement. If the Agreement is voided,  
4 then the time for Plaintiff to bring class and/or aggrieved employee claims, will be tolled from  
5 the date that this Agreement is fully executed.

6 17. "Individual Settlement Payment" means the amount payable from the Net  
7 Settlement Amount to each Participating Class Member and any payment a PAGA Member is  
8 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement  
9 Payments shall be paid by a Settlement Check made payable to Participating Class Members  
10 and/or PAGA Members.

11 18. "Net Settlement Amount" means the funds available for payments to the Class,  
12 which shall be amount remaining after the following amounts are deducted from the Gross  
13 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement  
14 Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the  
15 PAGA Payment to the LWDA and PAGA Members.

16 19. "Notice" means the Notice of Class Action Settlement in a form substantially  
17 similar to the form attached hereto as **Exhibit A**, in both English and Spanish, that will be mailed  
18 to Class Members' last known addresses, and which will provide Class Members with  
19 information regarding the Action and information regarding the settlement of the Action.

20 20. "PAGA" means the California Labor Code Private Attorneys General Act of 2004  
21 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

22 21. "PAGA Payment" means the payment to the State of California Labor and  
23 Workforce Development Agency ("LWDA") for its seventy-five percent (75%) share of the total  
24 amount allocated toward penalties under the PAGA and payments to the PAGA Members of  
25 their (25%) share of the total amount allocated toward penalties under the PAGA, all of which  
26 are to be paid from the Gross Settlement Amount. The Parties have agreed that Fifty Thousand  
27 Dollars and No Cents (\$50,000.00) of the Gross Settlement Amount will be allocated toward  
28 penalties under the PAGA of which Thirty-Seven Thousand Five Hundred Dollars and No Cents

1 (\$37,500.00) will be paid to the LWDA and Twelve Thousand Five Hundred Dollars and No  
2 Cents (\$12,500.00) will be distributed to PAGA Members on a pro rata basis based on  
3 Workweeks worked by the PAGA Members within the PAGA Period. PAGA Members will  
4 receive payment from the employee portion of the PAGA Payment and will be deemed to have  
5 released any claims arising out of PAGA regardless of their decision to participate in the class  
6 action if the PAGA Payment is approved by the Court.

7 22. "PAGA Period" means the period from October 14, 2021, and ending on either  
8 the date of preliminary approval of the Settlement by the Court or sixty days (60) calendar days  
9 from the date of mediation, *i.e.*, October 22, 2024, whichever date occurs earlier.

10 23. "PAGA Members" means are defined all current and former nonexempt  
11 employees of Defendants who worked at the 2022 Superbowl at Sofi Stadium during the PAGA  
12 Period.

13 24. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean  
14 either Plaintiff or Defendants, individually.

15 25. "Participating Class Members" means all Class Members who do not submit valid  
16 and timely Requests for Exclusion. No claim form is required for a Class Member to become a  
17 Participating Class Member.

18 26. "Plaintiff" means Lyrik M. Koottungal.

19 27. "Preliminary Approval" means the Court order granting preliminary approval of  
20 the Settlement Agreement.

21 28. "Objection" means a Class Member's valid and timely written objection to the  
22 Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response  
23 Deadline and include: (a) the objector's full name, signature, address, telephone number, the  
24 approximate dates of employment at Defendants' in California, last four digits of the Class  
25 Member's social security number or employee ID number; (b) the case name and number; (c) a  
26 written statement of all grounds for the objection accompanied by legal support, if any, for such  
27 objection; (d) copies of any papers, briefs, or other documents upon which the objection is based.  
28

1 if any; and (e) a statement describing whether the objector intends to appear at the Final  
2 Approval Hearing, either in person or through counsel at the Class Member's expense.

3 29. "Released Class Claims" means all claims, rights, demands, liabilities and causes  
4 of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in  
5 the operative complaint in the Action, including factual claims regarding Defendants' alleged: (i)  
6 failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide  
7 meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation  
8 in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to  
9 provide timely pay wages during employment; (vi) failure to provide complete, accurate wage  
10 statements; and (vi) unfair business practices. This release includes any and all statutes listed in  
11 the operative complaint pertaining to claims against Defendants. This release shall apply to  
12 claims arising during the Class Period.

13 30. "Released PAGA Claims" means all claims under the California Labor Code  
14 Private Attorneys General Act of 2004 for civil penalties that could have been premised on the  
15 facts alleged both in Plaintiff's October 22, 2024 PAGA Letter to the LWDA and in the  
16 operative complaint including but not limited to penalties that could have been awarded pursuant  
17 to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

18 31. "Released Parties" means Defendants Diversified Production Services, LLC and  
19 Roe Nation, LLC as named by Plaintiff in the operative complaint, and their past, present and/or  
20 future, direct and/or indirect, officers, directors, members, managers, agents, representatives,  
21 attorneys, insurers, partners, investors, shareholders, administrators, parent companies,  
22 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

23 32. "Request for Exclusion" means a valid and timely written statement submitted by  
24 a Class Member requesting to be excluded from the Action. To be effective, the Request for  
25 Exclusion must be submitted by the Response Deadline and contain (a) the Class Member's  
26 name, signature, address, telephone number, dates of employment at Defendants' in California,  
27 and the last four digits of the Class Member's Social Security number and/or the Employee ID  
28 number (b) the case name and number; and (c) a clear statement requesting to be excluded from

1 the settlement of the class claims similar to the following: "I wish to exclude myself from the  
2 class settlement reached in the matter of *Lyrik M. Koottungal v. Roc Nation, LLC, et al.*, Los  
3 Angeles County Case No. 22STCV33134, I understand that by excluding myself, I will not  
4 receive money from the settlement of my individual claims." To be effective, the Request for  
5 Exclusion must be post-marked by the Response Deadline and received by the Settlement  
6 Administrator. The Request for Exclusion shall not be effective as to the Released PAGA Claims  
7 as Class Members have no right to exclude themselves (opt-out) of the PAGA component of the  
8 Settlement.

9 33. "Response Deadline" shall be sixty (60) calendar days after the Settlement  
10 Administrator mails Notice to Class Members and the last date on which Class Members may  
11 submit Requests for Exclusion, Objections to the Settlement, or Workweek Disputes. In the event  
12 the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the  
13 next day on which the U.S. Postal Service is open. The Response Deadline for Requests for  
14 Exclusion or Objections will be extended fifteen (15) calendar days for any Class Member who  
15 is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or  
16 Federal holiday, in which case the Response Deadline will be extended to the next day on which  
17 the U.S. Postal Service is open. The Response Deadline may also be extended by express  
18 agreement between Class Counsel and Defendants. Under no circumstances, however, will the  
19 Settlement Administrator have the authority to unilaterally extend the deadline for Class  
20 Members to submit a Request for Exclusion or Objection to the Settlement.

21 34. "Settlement" means the disposition of the Action pursuant to this Agreement.

22 35. "Settlement Administrator" means Apex Class Action Settlement Administrators.  
23 The Parties each represent that they do not have any financial interest in the Settlement  
24 Administrator or otherwise have a relationship with the Settlement Administrator that could  
25 create a conflict of interest.

26 36. "Settlement Administration Costs" mean the costs payable from the Gross  
27 Settlement Amount to the Settlement Administrator for administering this Settlement, including,  
28 but not limited to, printing, distributing, and tracking documents for this Settlement,

1 calculating/confirming the class member Workweeks from the information contained in the Class  
2 List, calculating each Participating Class Member's Individual Settlement Payment, tax  
3 reporting, distributing the Gross Settlement Amount, providing necessary reports and  
4 declarations, and other duties and responsibilities set forth herein to process this Settlement, and  
5 as requested by the Parties. Settlement Administration Costs shall not exceed Fifteen Thousand  
6 Dollars and No Cents (\$15,000.00).

7 37. "Workweek" shall mean any calendar week during which a Class Member/PAGA  
8 Member worked at least one (1) day for Defendants during the Class Period and/or PAGA  
9 Period, and based on hire dates, re-hire dates and termination dates.

#### 10 TERMS OF AGREEMENT

11 38. Settlement Consideration: Defendants shall fund the Gross Settlement Amount  
12 and all applicable employer-side payroll taxes following Final Approval by the Court and the  
13 occurrence of the Effective Date. The following will be paid out of the Gross Settlement  
14 Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement  
15 Payments, Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement  
16 Administration Costs, as specified in this Agreement. Except for any employer-side payroll  
17 taxes due on the Individual Settlement Payments, or as a result of a potential increase in the  
18 number of Workweeks as set forth below in paragraph 39, Defendants shall not be required to  
19 pay more than the Gross Settlement Amount and all applicable employer-side payroll taxes. The  
20 Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will  
21 revert back to Defendants.

22 39. Potential Increase to the Gross Settlement Amount: Defendants represented there  
23 were approximately 2,116 Workweeks (worked by 1,032 Class Members) within the Class  
24 Period. Should the actual number of Workweeks increase by more than ten percent (10%) (*i.e.* by  
25 more than 212 additional Workweeks) through the Class Period, Defendants shall increase the  
26 Gross Settlement Amount proportionally by the Workweeks in excess of 2,328 multiplied by the  
27 Workweek value (for example, if the number of Workweeks increases by 10%, the Gross  
28 Settlement Amount will increase by 1%).

1           40.     Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of  
2 the Effective Date of the Settlement, as defined in this Agreement, Defendants will deposit the  
3 Gross Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the  
4 Settlement Administrator. Defendants shall provide all information necessary for the Settlement  
5 Administrator to calculate necessary payroll taxes including its official name, 8 digit state  
6 unemployment insurance tax ID number, and other information requested by the Settlement  
7 Administrator, no later than seven (7) calendar days of the Effective Date. This information shall  
8 be kept confidential from Plaintiff. Defendants may not vary from the Court approved  
9 scheduling for the funding of the Gross Settlement Amount unless the Parties agree otherwise; it  
10 is not anticipated there would be a need to alter the funding date. If Defendants have an  
11 objection to the Court approved funding timeline, Defendants must seek *ex parte* relief from the  
12 Court about its objection, unless Plaintiff agrees with Defendants otherwise.

13           41.     Distribution of the Gross Settlement Amount: After Court approval and no later  
14 than seven (7) calendar days of the funding of the Settlement, the Settlement Administrator will  
15 issue payments for: (a) Individual Settlement Payments; (b) the PAGA Payment to the Labor and  
16 Workforce Development Agency; (c) the Class Representative Enhancement Payments; (d) Class  
17 Counsel's Fees and Costs and (e) Settlement Administration Costs.

18           42.     Attorneys' Fees and Costs: Defendants agree not to oppose any application or  
19 motion by Class Counsel for attorneys' fees of not more than Three Hundred Forty-Nine  
20 Thousand Nine Hundred Ninety-Nine Dollars and Sixty-Five Cents (\$349,999.65) plus the  
21 reimbursement of reasonable costs and expenses associated with the litigation and settlement of  
22 the Action, in an amount not to exceed Thirty Thousand Dollars and No Cents (\$30,000.00), both  
23 of which will be paid from the gross Settlement Amount. Any portion of the requested fees or  
24 costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount  
25 and distributed to Participating Class Members as provided in this Agreement.

26           43.     Class Representative Enhancement Payment: Defendants agree not to oppose or  
27 object to any application or motion by Plaintiff for Class Representative Enhancement Payment  
28 of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00). The Class Representative

Enhancement Payment is in exchange for the General Release of the Plaintiff's individual claims and for his time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payment that is not awarded to the Class Representative shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

44. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Fifteen Thousand Dollars and No Cents (\$15,000.00).

45. PAGA Payment: Fifty Thousand Dollars and No Cents (\$50,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Thirty-Seven Thousand Five Hundred Dollars and No Cents (\$37,500.00), to the California Labor and Workforce Development Agency ("LWDA"). Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00) will be distributed to PAGA Members on a pro rata basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment and will be deemed to have released any claims arising out of PAGA regardless of their decision to opt-out of the class settlement.

46. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

|                         |    |            |
|-------------------------|----|------------|
| Gross Settlement Amount | \$ | 999,999.00 |
| Enhancement Payment:    | \$ | 7,500.00   |
| Class Counsel's Fees:   | \$ | 349,999.65 |
| Class Counsel's Costs:  | \$ | 30,000.00  |
| PAGA Payment            | \$ | 50,000.00  |

Settlement Administration Costs: \$ 15,000.00

**Estimated Net Settlement Amount** \$ 547,499.35

47. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount that includes the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount: (Participating Class Member's Workweeks ÷ total Workweeks during Class Period) × Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment: (PAGA Member's Workweeks ÷ Workweeks during PAGA Period) × \$12,500.00 (the employee portion of the PAGA Payment). PAGA Members shall receive this portion of their Individual Settlement Payment and will be deemed to have released any claims arising out of PAGA regardless of whether they opt out of the participation regarding the class claims.

c) Allocation of Individual Settlement Payments: All Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as interest,

1 and forty percent (40%) shall be allocated as penalties. The portion of the Individual Settlement  
2 Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-  
3 2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement  
4 Administrator. Individual Settlement Payments shall be paid exclusively from the QSF, pursuant  
5 to the settlement formula set forth herein. Also, for tax purposes, the Parties agree that 100% of  
6 each PAGA Members' individual PAGA payment amount shall constitute penalties and each  
7 PAGA Member will be issued an IRS Form-1099 for such payment to him or her, if required by  
8 law. Neither Counsel for Plaintiff nor Defendants intend anything contained in this Agreement  
9 to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied  
10 upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R.  
11 Part 10, as amended) or otherwise.

12 48. No Credit Toward Benefit Plans: The Individual Settlement Payments made to  
13 Participating Class Members under this Settlement, as well as any other payments made pursuant  
14 to this Settlement, will not modify any previously credited hours or service under any employee  
15 benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not  
16 form the basis for additional contributions to, benefits under, or any other monetary entitlement  
17 under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments  
18 made under the terms of this Stipulation shall not be applied retroactively, currently, or on a  
19 going forward basis, as salary, earnings, wages, or any other form of compensation for the  
20 purposes of the Released Parties' benefit plans, policies, or bonus programs. The Released  
21 Parties retain the right to modify the language of their benefit plans, policies and bonus programs  
22 to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are  
23 not for "hours worked," "hours paid," "hours of service," or any similar measuring term as  
24 defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting,  
25 benefit accrual, or any other purpose, and that additional contributions or benefits are not  
26 required by this Settlement.

27 49. Settlement Administration Process: The Parties agree to cooperate in the  
28 administration of the Settlement and to make all reasonable efforts to control and minimize the

costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.
- c) Print and mail the Notice.
- d) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- e) Process Requests for Exclusion, field inquiries from Class Members.
- f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- h) Provide weekly status reports to counsel for the Parties.
- i) Posting a notice of final judgment online at Settlement Administrator's website.
- j) Translate the Notice from English to Spanish.

50. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator, which will be kept confidential from Plaintiff and Class Counsel.

51. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

52. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the

1 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding  
2 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing  
3 on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly  
4 attempt to determine the correct address using a skip-trace, or other search using the name,  
5 address telephone number and/or Social Security number of the Class Member involved and will  
6 then perform a single re-mailing. If any notice sent to a Class Member by the Settlement  
7 Administrator is returned as undeliverable to a current employee, then Defendants shall make all  
8 reasonable efforts to obtain the current address from the Class Member and provide the same  
9 within seven (7) calendar days of notice from the Settlement Administrator. Those Class  
10 Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between  
11 the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark  
12 a Request for Exclusion, or an Objection to the Settlement.

13 53. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)  
14 information regarding the nature of the Action; (b) a summary of the Settlement's principal  
15 terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member  
16 worked for Defendant during the Settlement Class Period; (e) each Class Member's estimated  
17 Individual Settlement Payment and the formula for calculating Individual Settlement Payments;  
18 (f) the dates which comprise the Class Period; (g) the deadlines by which the Class Member must  
19 postmark Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (h) the  
20 claims to be released, as set forth herein; and (j) the date for the final approval hearing.

21 54. Disputed Information on Notice: Class Members will have an opportunity to  
22 dispute the information provided in their Notice. To the extent Class Members dispute the  
23 number of Workweeks with which they have been credited or the amount of their Individual  
24 Settlement Payment, Class Members may produce evidence to the Settlement Administrator  
25 showing that such information is inaccurate. Absent evidence rebutting Defendants' records,  
26 Defendants' records will be presumed determinative. However, if a Class Member produces  
27 evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence  
28 submitted by the Class Member and the Parties will make the final decision as to the number of

1 eligible Workweeks that should be applied and/or the Individual Settlement Payment to which  
2 the Class Member may be entitled, in the event that Defendants cannot make this determination  
3 themselves. If the Parties do not agree, the dispute will be submitted to the Court.

4 55. Defective Submissions: If a Class Member's Request for Exclusion is defective as  
5 to the requirements listed herein, that Class Member will be given an opportunity to cure the  
6 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)  
7 business days of receiving the defective submission to advise the Class Member that his or her  
8 submission is defective and that the defect must be cured to render the Request for Exclusion  
9 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)  
10 calendar days from the date of the cure letter, whichever date is later, to postmark a revised  
11 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,  
12 then the Settlement Administrator will have no further obligation to give notice of a need to cure.  
13 If the revised Request for Exclusion is not postmarked within that period, it will be deemed  
14 untimely.

15 56. Request for Exclusion Procedures: Any Class Member wishing to opt-out from  
16 the Action must sign and postmark a written Request for Exclusion to the Settlement  
17 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class  
18 Member's name, signature, address, telephone number, dates of employment at Defendants in  
19 California, and the last four digits of the Class Member's Social Security number and/or the  
20 Employee ID number; (b) the case name and number; and (c) a clear statement requesting to be  
21 excluded from the settlement of the class claims similar to the following: "I wish to exclude  
22 myself from the class settlement reached in the matter of *Lyrik M. Koontungal v. Roc Nation,*  
23 *LLC, et al.*, Los Angeles County Case No. 22STCV33134, I understand that by excluding  
24 myself, I will not receive money from the settlement of my individual claims." The date of the  
25 postmark on the return mailing envelope receipt confirmation will be the exclusive means to  
26 determine whether a Request for Exclusion has been timely submitted. To be effective, the  
27 Request for Exclusion must be post-marked by the Response Deadline and received by the  
28 Settlement Administrator. All Requests for Exclusion will be submitted to the Settlement

1 Administrator, who will certify jointly to Class Counsel and Defendants' Counsel the Requests  
2 for Exclusion that were timely submitted. All Class Members who do not request exclusion from  
3 the Action will be bound by all terms of the Settlement Agreement if the Settlement is granted  
4 final approval by the Court and deemed Effective under this Agreement. The Request for  
5 Exclusion shall not be effective as to the release of claims arising under the Private Attorneys  
6 General Act.

7 57. Defendants' Right to Rescind: If Class Members representing more than the  
8 aggregate total of ten percent (5.0%) of the Class Members opt-out of the Settlement, Defendants  
9 may, at their election, rescind the Settlement Agreement and all actions taken in furtherance of it  
10 will be thereby null and void. Defendants must give written notice to Class Counsel of its intent  
11 to rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator  
12 notifying the Parties of these opt-outs. If Defendants exercise their right to rescind the  
13 Agreement, Defendants shall be responsible for all Settlement Administration Costs incurred to  
14 the date of rescission. In such a case, the Parties and any funds to be awarded under this  
15 Settlement Agreement shall be returned to their respective statuses as of the date and time  
16 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects  
17 as if this Settlement Agreement had not been executed, except that any fees already incurred by  
18 the Settlement Administrator shall be paid by Defendants.

19 58. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the  
20 complete funding of the Gross Settlement Amount and all applicable employer-side payroll  
21 taxes, any Class Member who does not affirmatively opt-out of the Settlement by submitting a  
22 timely and valid Request for Exclusion will be bound by all of its terms, including those  
23 pertaining to the Released Class Claims, as well as any Judgment that may be entered by the  
24 Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement  
25 shall not be bound by such Judgment or release. The names of Class Members who have opted-  
26 out of the settlement shall be disclosed to the Counsel for both Plaintiff and Defendants and  
27 noted in the proposed Judgment submitted to the Court.  
28

1           59.     Objection Procedures: To object to the Settlement, a Participating Class Member  
2 must postmark a valid Objection to the Settlement Administrator on or before the Response  
3 Deadline. The Objection must be signed by the Participating Class Member and contain all  
4 information required by this Settlement Agreement including the employees full name, address,  
5 telephone number, the last four digits of their social security number and/or Employee ID  
6 number, and the specific reason including any legal grounds for the Participating Class Members  
7 objection. The postmark date will be deemed the exclusive means for determining that the  
8 Notice of Objection is timely. Participating Class Members who fail to object in the manner  
9 specified above will be foreclosed from making a written objection, but shall still have a right to  
10 appear at the Final Approval Hearing in order to have their objections heard by the Court. At no  
11 time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating  
12 Class Members to submit written objections to the Settlement or appeal from the Order and  
13 Judgment. Class Counsel will not represent any Class Members with respect to any objections to  
14 this Settlement.

15           60.     Certification Reports Regarding Individual Settlement Payment Calculations: The  
16 Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report  
17 which certifies: (a) the number of Class Members who have submitted valid Requests for  
18 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member  
19 has submitted a challenge to any information contained in the Notice. Additionally, the  
20 Settlement Administrator will provide to counsel for both Parties any updated reports regarding  
21 the administration of the Settlement Agreement as needed or requested.

22           61.     Uncashed Settlement Checks: Any checks issued by the Settlement Administrator  
23 to Participating Class Members and PAGA Members will be negotiable for at least one hundred  
24 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his  
25 or her Settlement Check or PAGA Payment check within 180 calendar days, the uncashed funds,  
26 subject to Court approval, shall be distributed to the Controller of the State of California to be  
27 held pursuant to the Unclaimed Property Law, California Civil Code §1500, et. seq. for the  
28 benefit of those Participating Class Members and PAGA Members who did not cash their checks

1 until such time that they claim their property. The Parties agree that this disposition results in no  
2 "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement  
3 Amount will be paid out to Participating Class Members and PAGA Members, whether or not  
4 they all cash their Settlement Checks or PAGA payment checks. Therefore, Defendants will not  
5 be required to pay any interest on such amounts. The Individual Settlement Payments provided to  
6 Participating Class Members and to PAGA Members shall prominently state the expiration date  
7 or a statement that the Settlement Check will expire in one hundred eighty (180) calendar days,  
8 or alternatively, such a statement may be made in a letter accompanying the Individual  
9 Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for  
10 good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed  
11 funds will result from the settlement.

12 62. Administration of Taxes by the Settlement Administrator: The Settlement  
13 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class  
14 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid  
15 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding  
16 all payroll taxes and penalties to the appropriate government authorities.

17 63. Tax Liability: Defendants make no representation as to the tax treatment or legal  
18 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are  
19 not relying on any statement, representation, or calculation by Defendants or by the Settlement  
20 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that  
21 they will be solely responsible for the payment of any taxes and penalties assessed on the  
22 payments described herein. Defendants' share of any employer payroll taxes and other required  
23 employer withholdings due on the Individual Settlement Payments, including, but not limited to,  
24 Defendants' FICA and FUTA contributions, shall be paid separate and apart from the Gross  
25 Settlement Amount.

26 64. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this  
27 section, the "acknowledging party" and each Party to this Agreement other than the  
28 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this

1 Agreement, and no written communication or disclosure between or among the Parties or their  
2 attorneys and other advisers, is or was intended to be, nor shall any such communication or  
3 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of  
4 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the  
5 acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and  
6 tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not  
7 entered into this Agreement based upon the recommendation of any other Party or any attorney  
8 or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure  
9 by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the  
10 acknowledging party, and (3) no attorney or adviser to any other Party has imposed any  
11 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies  
12 (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging  
13 party of the tax treatment or tax structure of any transaction, including any transaction  
14 contemplated by this Agreement.

15 65. No Prior Assignments: The Parties and their counsel represent, covenant, and  
16 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported  
17 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,  
18 demand, action, cause of action or right herein released and discharged.

19 66. Release by Participating Class Members: Upon the complete funding of the Gross  
20 Settlement Amount and all applicable employer-side payroll taxes, Participating Class Members  
21 shall fully and finally release and discharge the Released Parties from the Released Class Claims  
22 that arose during the Class Period. This release shall be binding on all Participating Class  
23 Members.

24 67. Release by Plaintiff, State of California, LWDA and PAGA Members: Upon the  
25 complete funding of the Gross Settlement Amount all applicable employer-side payroll taxes,  
26 Plaintiff, the LWDA, the State of California, through Plaintiff as its agent and/or proxy, any  
27 another representative, proxy, or agent thereof, including but not limited to any and all PAGA  
28 Members, shall fully and finally release and discharge the Released Parties from the Released

1 PAGA Claims that arose during the PAGA Period. The Parties intend for this PAGA settlement  
2 to have claim preclusion, issue preclusion, or otherwise bar a representative action to the  
3 broadest extent possible by law if an aggrieved employee were to bring a subsequent claim on  
4 behalf of the LWDA based on the same factual predicate as the Action and covering the same  
5 time.

6  
7 68. Release of Additional Claims & Rights by Plaintiff: Upon the complete funding  
8 of the Gross Settlement Amount all applicable employer-side payroll taxes, Plaintiff shall release  
9 and discharge and Defendants, their past and present officers, directors, shareholders, employees,  
10 agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective  
11 successors and predecessor in interest, subsidiaries, affiliates, parents and attorneys (collectively  
12 the "Released Parties"), from all claims, demands, rights, liabilities and causes of action that  
13 were pled in any of the Complaints in the Action, or which could have been pled in any of the  
14 Complaints in the Action based on the factual allegations or could have arisen in any manner  
15 from the factual allegations therein, that arose during the Class Period ("Released Claims") with  
16 respect to all alleged claims from the Complaints including the following claims: (a) failure to  
17 pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to provide proper meal  
18 periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest  
19 periods, or premium pay for non-compliant rest periods; (e) failure to provide accurate wage  
20 statements; (f) failure to pay all accrued and unused annual vacation pay; (g) claims for PAGA  
21 civil penalties based on the foregoing Labor Code violations; and (h) all claims for unfair  
22 business practices that could have been premised of the facts, claims, causes of action or legal  
23 theories described above. The Release only covers claims arising during the Class Period;  
24 however, the Release shall survive and remain effective beyond the end of the Class Period. Such  
25 claims include but are not limited to any and all Released Class Claims and Released PAGA  
26 Claims and termination thereof, California Civil Code, to include §§3287, 3336 and 3294; 12  
27 CCR §11040; 8 CCR § 11060; California Code of Civil Procedure §1021.5; California common  
28 law of contract; 29 CFR §778.223; and 29 CFR §778.315; federal common law and, to the extent  
permitted by law, the Employee Retirement Income Security Act, 29 U.S.C. §§1001, *et seq.*

1 (ERISA) §778.315; and federal common law. In addition, Plaintiff's General Release includes  
2 but is not limited to, all claims for lost wages and benefits, emotional distress, retaliation,  
3 restitution, penalties, punitive damages, and attorneys' fees and costs (except those provided by  
4 this Settlement Agreement) arising under federal, state, or local laws for discrimination,  
5 harassment, retaliation, and wrongful termination, such as, by way of example only, (as  
6 amended) 42 U.S.C. §1981, Title VII of the Civil Rights Act of 1964, the Americans with  
7 Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and the California  
8 Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release  
9 excludes the release of claims not permitted by law. Plaintiff's General Release include all  
10 claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different  
11 from those they now know or believe to be true with respect to the subject matter of Plaintiff's  
12 General Release, those claims will remain released and forever barred. The *res judicata* effect of  
13 the judgment will be the same as that of the Release. The "Effective Date" shall be defined as the  
14 latter of: (a) the date the Court grants final approval of the Settlement, if no objections have been  
15 filed and not withdrawn; (b) the time for appeal has expired if an objection has been filed and no  
16 appeal has been filed and not withdrawn; or (c) if an appeal is filed and is not withdrawn, the  
17 final resolution of any appeal including the issuance the remittitur thereafter Specifically,  
18 Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which  
19 provides:

20 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
21 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
22 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
23 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
24 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
25 DEBTOR OR RELEASED PARTY.

26 Notwithstanding the foregoing, Plaintiff does not waive or release any claim which cannot be  
27 waived or released by private agreement. Further, nothing in this Agreement shall prevent  
28 Plaintiff from filing a charge or complaint with, or from participating in, an investigation or

1 proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or  
2 local agency charged with the enforcement of any employment or other applicable laws.  
3 Plaintiff, however, understands that by signing this Agreement, she waives the right to recover  
4 any damages or to receive other relief in any claim or suit brought by or through the EEOC, the  
5 DFEH or any other state or local deferral agency on their behalf to the fullest extent permitted by  
6 law, but expressly excluding any monetary award or other relief available from the SEC/OSHA,  
7 including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be  
8 waived.

9 69. Nullification of Settlement Agreement: In the event that: (a) the Court does not  
10 enter the Preliminary Approval Order and approve the Released Claims specified herein without  
11 requiring material changes to the "Basic Settlement Terms" defined as relating to the monetary  
12 sums to be paid in the Settlement, the parameters of the Released Claims and the covered Class  
13 Period, revisions to the Increase in Workweeks provision contained herein; and revisions to  
14 Defendants' Option to Nullify the Settlement Agreement provision contained herein; (b) the  
15 Court does not finally approve the Settlement without requiring material changes to the Basic  
16 Settlement Terms as provided herein; (c) the Court strikes or does not approve any material term  
17 of this Settlement Agreement; (d) Defendants exercises its option to nullify the Settlement  
18 Agreement based on an excessive number of opt-outs, as described in the above; or (e) the  
19 Settlement does not become final as written and agreed to by the Parties for any other reason,  
20 then this Settlement Agreement, and any documents generated to bring it into effect, will be null  
21 and void, all amounts deposited into the QSF will be returned to Defendants, and the Parties shall  
22 be returned to their original respective positions. Any order or judgment entered by the Court in  
23 furtherance of this Settlement Agreement will likewise be treated as void from the beginning and  
24 the Stipulations and Recitals contained herein shall be of no force or effect and shall not be  
25 treated as an admission by the Parties or their counsel. Should the Court fail to approve this  
26 settlement for any reason, the Parties agree that they will return to and attend mediation with a  
27 mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court,  
28 unless the Parties are able to resolve the issue without resort to a mediator.

1           70.     Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to  
2 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
3 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes  
4 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for  
5 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for  
6 the Notice to be sent to all class Members as specified herein. In conjunction with the  
7 Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of  
8 the Settlement, and will include the proposed Notice attached as **Exhibit A**. Defendants agree  
9 that they will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to  
10 fully and completely approve the Agreement as to the Action will result in this Settlement  
11 Agreement and the Memorandum of Understanding entered into by the Parties, and all  
12 obligations under this Settlement Agreement and the Memorandum of Understanding being  
13 nullified and voided.

14           71.     Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of  
15 the deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement,  
16 and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be  
17 conducted to determine the Final Approval of the Settlement Agreement along with the amounts  
18 properly payable for: (a) Individual Settlement Payments; (b) Class Counsel's Fees and Costs;  
19 (c) the Class Representative Enhancement Payments; and (d) the Settlement Administration  
20 Costs. Any failure by the Court to fully and completely approve the Settlement Agreement as to  
21 all of the Action, or the entry of any Order by another Court with regard to any of the Action  
22 which has the effect of modifying material terms of this Agreement as described above or  
23 preventing the full and complete approval of the Settlement Agreement as written and agreed to  
24 by the Parties, will result in this Agreement and all obligations under this Agreement being null  
25 and void. Defendant agrees it shall not oppose the granting of the Motion for Final Approval,  
26 provided Defendants have not exercised their right to rescind pursuant to the terms of this  
27 Agreement.  
28

1           72.     Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by  
2 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the  
3 Judgment to the Court for its approval. After entry of the Judgment and Effective Date of this  
4 Agreement, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the  
5 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration  
6 matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set  
7 forth in this Settlement.

8           73.     Exhibits Incorporated by Reference: The terms of this Settlement include the  
9 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully  
10 set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

11           74.     Entire Agreement: This Settlement Agreement and any attached Exhibits  
12 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written  
13 or oral agreements in relation to settlement terms may be deemed binding on the Parties.

14           75.     Amendment or Modification: This Settlement Agreement may be amended or  
15 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
16 interest.

17           76.     Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant  
18 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
19 Settlement Agreement and to take all appropriate action required or permitted to be taken by  
20 such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any  
21 other documents required to effectuate the terms of this Settlement Agreement. The Parties and  
22 their counsel will cooperate with each other and use their best efforts to affect the  
23 implementation of the Settlement. If the Parties are unable to reach agreement on the form or  
24 content of any document needed to implement the Settlement, or on any supplemental provisions  
25 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the  
26 assistance of the Court or Mediator to resolve such disagreement.

27           77.     Neutral Employment Reference: Defendants agree that they will adopt a neutral  
28 reporting policy regarding any future employment references related to Plaintiff. In the event that

1 any potential or future employers of Plaintiff requests a reference regarding Defendants'  
2 employment of Plaintiff, Defendants shall only provide Plaintiff's dates of employment, job titles  
3 during employment, and final rate of pay. Defendants shall not refer to the Action or this  
4 Settlement.

5 78. Binding on Successors and Assigns: This Settlement Agreement will be binding  
6 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously  
7 defined.

8 79. California Law Governs: All terms of this Settlement Agreement and Exhibits  
9 hereto will be governed by and interpreted according to the laws of the State of California.

10 80. Execution and Counterparts: This Settlement Agreement is subject only to the  
11 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
12 counterparts. All executed counterparts and each of them, including facsimile and scanned copies  
13 of the signature page, will be deemed to be one and the same instrument provided that counsel  
14 for the Parties will exchange among themselves original signed counterparts.

15 81. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe  
16 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have  
17 arrived at this Settlement after arm's-length negotiations and in the context of adversarial  
18 litigation, taking into account all relevant factors, present and potential. The Parties further  
19 acknowledge that they are each represented by competent counsel and that they have had an  
20 opportunity to consult with their counsel regarding the fairness and reasonableness of this  
21 Settlement.

22 82. Invalidity of Any Provision: Before declaring any provision of this Agreement  
23 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible  
24 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
25 enforceable.

26 83. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to  
27 class certification for purposes of this Settlement only; except, however, that either party may  
28 appeal any court order that materially alters the Settlement Agreement's terms.

1           84.     Class Action Certification for Settlement Purposes Only: The Parties agree to  
2 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the  
3 Settlement is not approved, the stipulation to certification will be void. The Parties further agree  
4 that certification for purposes of the Settlement is not an admission that class action certification  
5 is proper under the standards applied to contested certification motions and that this Agreement  
6 will not be admissible in this or any other proceeding as evidence that either: (a) a class action  
7 should be certified or (b) Defendants are liable to Plaintiff or any Class Member, other than  
8 according to the Settlement's terms.

9           85.     Non-Admission of Liability: The Parties enter into this Agreement to resolve the  
10 dispute that has arisen between them and to avoid the burden, expense and risk of continued  
11 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, it has  
12 violated any federal, state, or local law; violated any regulations or guidelines promulgated  
13 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached  
14 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or  
15 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,  
16 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be  
17 construed as an admission or concession by Defendants of any such violations or failures to  
18 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this  
19 Agreement, this Agreement and its terms and provisions shall not be offered or received as  
20 evidence in any action or proceeding to establish any liability or admission on the part of  
21 Defendants or to establish the existence of any condition constituting a violation of, or a non-  
22 compliance with, federal, state, local or other applicable law. Except as set forth elsewhere  
23 herein, in the event that this Agreement is not approved by the Court, or any appellate court, is  
24 terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived,  
25 limited or affected in any way any claims, rights or remedies, or defenses in the Action, and  
26 Defendants will not be deemed to have waived, limited, or affected in any way any of its  
27 objections or defenses in the Action. The Parties shall be restored to their respective positions in  
28 the Action prior to the entry of this Settlement.

1           86.     Captions: The captions and section numbers in this Agreement are inserted for the  
2 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
3 provisions of this Agreement.

4           87.     Waiver: No waiver of any condition or covenant contained in this Settlement  
5 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered  
6 to imply or constitute a further waiver by such party of the same or any other condition,  
7 covenant, right or remedy.

8           88.     Enforcement Action: In the event that one or more of the Parties institutes any  
9 legal action or other proceeding against any other Party or Parties to enforce the provisions of  
10 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party  
11 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'  
12 fees and costs, including expert witness fees incurred in connection with any enforcement  
13 actions.

14           89.     Mutual Preparation: The Parties have had a full opportunity to negotiate the terms  
15 and conditions of this Agreement. Accordingly, this Agreement will not be construed more  
16 strictly against one Party than another merely by virtue of the fact that it may have been prepared  
17 by counsel for one of the Parties, it being recognized that, because of the arms-length  
18 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement  
19 Agreement.

20           90.     Representation By Counsel: The Parties acknowledge that they have been  
21 represented by counsel throughout all negotiations that preceded the execution of this  
22 Agreement, and that this Agreement has been executed with the consent and advice of counsel  
23 and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no  
24 liens on the Agreement.

25           91.     All Terms Subject to Final Court Approval: All amounts and procedures  
26 described in this Settlement Agreement herein will be subject to final Court approval.

27           92.     Cooperation and Execution of Necessary Documents: The Parties agree to  
28 cooperate to promote participation in the Settlement, and in seeking court approval of the

1 Settlement. The Parties and their counsel agree not to take any action to encourage any Class  
2 Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any  
3 settlement agreement waivers, or *Pick-Up Stix* agreements from any Class Member prior to the  
4 funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter  
5 into any arbitration agreement with any Class Member that covers the claims released via this  
6 Agreement during the Settlement approval process prior to the funding of the Gross Settlement  
7 Amount and that the Parties will work in good faith to reach an agreement approved by the  
8 Court.

9 93. Confidentiality: The Parties and their counsel agree to keep the terms of the  
10 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff,  
11 Class Counsel, Defendants and their counsel agree that they will not issue any press releases,  
12 initiate any contact with the press, respond to any press inquiry or have any communication with  
13 the press about the fact, amount or terms of the Settlement Agreement. Nothing in this  
14 Settlement Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably  
15 required by law or in furtherance of business purposes, including the fulfillment of obligations  
16 stated in this Settlement Agreement or limit Class Counsel's communications with the Class  
17 Members and PAGA Members in furtherance of approval of this Settlement.

18 94. Binding Agreement: The Parties warrant that they understand and have full  
19 authority to enter into this Settlement, and further intend that this Settlement Agreement will be  
20 fully enforceable and binding on all Parties and agree that it will be admissible and subject to  
21 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality  
22 provisions that otherwise might apply under federal or state law.

23 95. Destruction of Confidential Information: Upon distribution of all settlement  
24 funds, Named Plaintiff and Class Counsel shall destroy all confidential documents related to the  
25 Action, the litigation, and this settlement. Within thirty (30) calendar days of the distribution of  
26 all funds, upon request of Defendants, Class Counsel for Named Plaintiffs shall confirm in  
27 writing that they have returned or destroyed all of Defendants' confidential information,  
28

including the employee roster and any and all time and/or payroll information that was exchanged informally or in discovery related to the Class Members and PAGA Members.

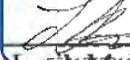
96. Submission to the LWDA: The Settlement Agreement shall be submitted by Plaintiff to the LWDA within the time limits and as prescribed by law.

Dated: 12/24/2025

**PLAINTIFF**

By: \_\_\_\_\_

Signed by:

  
Lyrik M. Koottungal

Dated: 12/24/2025

**PROTECTION LAW GROUP, LLP**

By: \_\_\_\_\_



Heather Davis, Esq.  
Amir Nayebedadash, Esq.  
Carlos Jimenez, Esq.  
Attorneys for Plaintiff  
Lyrik M. Koottungal

Dated: 12/6/2024

**DEFENDANT ROC NATION, LLC**

By: \_\_\_\_\_



Desiree Perez  
Chief Executive Officer

Dated: \_\_\_\_\_

**DEFENDANT DIVERSIFIED  
PRODUCTION SERVICES, LLC**

By: \_\_\_\_\_

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**PROTECTION LAW GROUP, LLP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
Carlos Jimenez, Esq.  
Attorneys for Plaintiff  
Lyrik M. Koottungal

Dated: \_\_\_\_\_

**DEFENDANT ROC NATION, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated 9 DEC 2024

**DEFENDANT DIVERSIFIED  
PRODUCTION SERVICES, LLC**  
By: \_\_\_\_\_  
Johanna Polhemus  
Chief Executive Officer  
Its: 12/5/24

Dated: \_\_\_\_\_

**LITTLER MEDELSON, PC**

By: \_\_\_\_\_  
Alecia Winfield, Esq.  
Anthony Ly, Esq.  
Attorneys for Defendants  
Defendants Roc Nation, LLC and  
Diversified Production Services, LLC

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Its: \_\_\_\_\_

Dated: 12/9/24

**LITTLER MEDELSON, PC**

By:  \_\_\_\_\_

Alecia Winfield, Esq.

Anthony Ly, Esq.

Attorneys for Defendants

Defendants Roc Nation, LLC and

Diversified Production Services, LLC

# **Exhibit “A”**

# **NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT**

***Koottungal v. Team Tours, LLC, et al.***

Los Angeles County Superior Court Case No. 22STCV33134

**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.**

|            |                                                                                                                                                                               |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>To:</b> | <b>All current and former non-exempt employees of Defendants who worked at the 2022 Superbowl at Sofi Stadium at any time between October 10, 2021, and October 22, 2024.</b> |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **BASIC INFORMATION**

### **1. What is this settlement about?**

Plaintiff Lyrik M. Koottungal (“Plaintiff”) filed a class action lawsuit against Defendants Diversified Production Services, LLC and Roc Nation, LLC (“Defendants”), entitled *Lyrik M. Koottungal v. Team Tours, LLC, et al.*, Los Angeles County Superior Court Case No. 22STCV33134 on October 10, 2022. The lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendants failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

### **2. Why is this a class action?**

In a class action, one or more people, called the Class Representatives (in this case Plaintiff), sue on behalf of people who appear to have similar claims. All these people are referred to as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court (the “Court”) is in charge of this class action.

### **3. Why is there a settlement?**

The Court has not decided in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On **[DATE OF PRELIMINARY APPROVAL]** the Court granted preliminary approval of the Settlement, appointed Plaintiff as the Class Representatives, and appointed their attorney at Protection Law Group LLP as counsel for the Class (“Class Counsel”).

The Court has not yet determined whether it will approve the settlement. Instead, the Court has only determined that the settlement is within the range that could be approved and therefore Notice should be provided to the Class Members. The Court will make a final determination whether to approve the settlement at the Final Approval Hearing.

## WHO IS IN THE SETTLEMENT?

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

You are part of the Settlement, and a Class Member, if you are a current or former non-exempt employee of Defendants who worked at the 2022 Superbowl at Sofi Stadium at any time between October 10, 2021 and October 22, 2024.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of Nine Hundred Ninety-Nine Thousand Ninety Hundred Ninety-Nine Dollars and No Cents (\$999,999.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Three Hundred Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars and Sixty-Five Cents (\$349,999.65);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00);
- C. **Enhancement Payment to the Class Representative** in an amount not to exceed Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00);
- D. **Settlement Administration Costs** which are currently estimated to be Fifteen Thousand Dollars and No Cents (\$15,000.00); and
- E. **PAGA Penalties** in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$37,500.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$12,500.00) will be distributed to current and former non-exempt employees of Defendants who worked at the 2022 Superbowl at Sofi Stadium at any time between October 14, 2021 and October 22, 2024.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as non-exempt employee of Defendants between October 10, 2021 and October 22, 2024. (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of your Individual Class Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

Your Individual PAGA Payment will be apportioned as one hundred percent (100%) penalties. The penalties portion of your Individual PAGA Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked **XXX** workweeks during the class period. Your Individual Settlement Payment is **\$XXX.XX** ((Settlement Class Member's Qualifying Workweeks ÷ All Qualifying Workweeks) x Net Settlement Amount). This amount is an estimate and is subject to change.

You worked **XXX** workweeks during the PAGA period. Your Individual PAGA Payment is **\$XXX.XX** ((PAGA Class Member's Qualifying Workweeks during the PAGA Period ÷ All Qualifying Workweeks during the PAGA Period) x Employee Share of PAGA Penalties). This amount is an estimate and is subject to change.

This amount was determined based on Defendants' record of your employment between October 10, 2021 and October 22, 2024 at the 2022 Superbowl and Sofi Stadium, and is presumed correct. If you dispute the accuracy of Defendants' records as to the number of weeks worked during the Class Period or PAGA Period, you must provide your current address, telephone number, the last four digits of your Social Security Number or complete Employee ID, and any documentation (i.e., payroll or time keeping records, and paycheck stubs) you have supporting such dispute by **[DATE]**. All disputes regarding your workweeks will be resolved and decided by the Settlement Administrator following consultation with the Parties. However, the Court shall review and could reverse the Settlement Administrator's initial determination. The Settlement Administrator's contact information is listed below:

**[Settlement Administrator]**  
**[Address]**  
**[Telephone No].**

## HOW TO GET A PAYMENT FROM THE SETTLEMENT

### 6. How can I get a payment?

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

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

Upon the final approval by the Court of this Settlement Agreement and remittance of the Gross Settlement Amount by Defendant to the Settlement Administrator, Participating Class Members shall fully release and discharge the "Released Parties" from any and all "Released Class Claims" and "Released PAGA Claims" that accrued during the "Class Period."

The "Released Parties" means Defendants Diversified Production Services, LLC and Roe Nation, LLC as named by Plaintiff in the operative complaint, and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint in the Action, including factual claims regarding Defendants' alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely pay wages during employment; (vi) failure to provide complete, accurate wage statements; and (vi) unfair business practices. This release includes any and all statutes listed in the operative complaint pertaining to claims against Defendants. This release shall apply to claims arising during the Class Period.

"Released PAGA Claims" means all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged both in Plaintiff's October 22, 2024 PAGA Letter to the LWDA and in the operative complaint including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699. The Released PAGA Claims also includes a

release from the State of California (to the extent Plaintiff is permitted to provide such a release for the State of California for the PAGA period).

The “Class Period” during which the release of Released Class Claims pertains is from October 10, 2021 and October 22, 2024.

The “PAGA Period” during which the release of Released PAGA Claims pertains is from October 14, 2021 and October 22, 2024.

All PAGA Members shall release the claims arising under PAGA regardless of whether they submit a request for exclusion as the request for exclusion does not apply to this claim.

### **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 Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

#### **8. How can I not participate in the Settlement?**

To exclude yourself from the Class and the release of Released Class Claims you must submit a written request for exclusion. This written request must include your name, address, telephone number and the last four digits of your social security number and/or employee ID number. Your request for exclusion must also include a clear statement that you do not wish to be included in this action such the following: “I wish to exclude myself from the class settlement reached in the matter of “*Lyrik M. Koottungal v. Team Tours, LLC, et al.*, Los Angeles County Superior Court Case No. 22STCV33134, I understand that by excluding myself, I will not receive money from the settlement of my individual claims.”

Your 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 or any means other than those described in this Notice.

[Settlement Administrator]

[Address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

#### **9. If I don’t exclude myself, can I sue Defendant for the same thing later?**

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

#### **10. If I exclude myself, can I get money from this settlement?**

You will not receive money for the class claims. You will still receive your portion of the PAGA Payment if eligible because the request for exclusion does not apply to this claim.

## THE LAWYERS REPRESENTING YOU

### 11. Do I have a lawyer in this case?

The Court has approved Protection Law Group, LLP, as Class Counsel. These attorneys contact information is set forth below:

#### **PROTECTION LAW GROUP LLP**

Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
Carlos Jimenez, Esq.  
149 Sheldon Street  
El Segundo, California 90245  
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to \$349,999.65 and reimbursement of litigation cost/expenses of up to \$30,000.00. This amount is subject to Court approval and the Court may award less than the requested amount.

## OBJECTING TO THE SETTLEMENT

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

### 12. How do I tell the Court I want to 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 should mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. Even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

### 13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about 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. If you submit a request for exclusion and an objection, the request for exclusion will control and you will lose any right to object to the Settlement, and will not be bound by any terms of the Settlement.

Whether your dispute, written objection, and request for exclusion are timely, will be determined solely based on the postmark date(s). Any untimely dispute, written objection, and request for exclusion may not be considered. However, even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

## THE COURT'S 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 at XXX a.m./p.m. on XXX, 2025, at the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012 in Department 1. The Final Approval Hearing date may be continued without further notice to Class Members.

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.

The Court's Order and Judgment approving the settlement, whether favorable or not, will bind all members who do not request exclusion.

#### **15. Do I have to come to the hearing?**

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. 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 website located at [www.\\_\\_\\_\\_\\_.com](http://www._____.com)

### **IF YOU DO NOTHING**

#### **17. What happens if I do nothing at all?**

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims and Released PAGA 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 Released Parties about the Released Class Claims or Release PAGA Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days from the date on the check, these funds will be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property.

If you lose your check or it is damaged in the mail, contact the Settlement Administrator.

### **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 by viewing the settlement located on the Settlement Administrator's website at \_\_\_\_\_ or by contacting the Settlement Administrator or Class Counsel.

### **WHAT IF MY 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**