EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action Settlement Agreement ("Agreement") is made by and between plaintiff Sadyr Diouf ("Plaintiff") on behalf of himself and the putative class, on the one hand; and defendants Good Company LA, LLC f/k/a Good Company Pictures, LLC, and Ryan Heiferman (collectively, "Defendants") on the other hand. The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. **DEFINITIONS**.

1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendants captioned *Sadyr Diouf v. Good Company LA, LLC, et, al,* Case No. 23STCV22176 initiated on September 14, 2023, and pending in the Court.

1.2 " Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Class" means all non-exempt employees of Defendants in California who worked as background talent in exchange for a daily rate (as opposed to an hourly rate) during the Class Period.

1.5 "Class Counsel" means Frank Kim of Kim Legal, APC.

1.6 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.7 "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks.

1.8 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

1.9 "Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as

Exhibit A and incorporated by reference into this Agreement.

1.11 "Class Period" means the period from September 14, 2019, to the date of the Court's order granting preliminary approval of the Settlement.

1.12 "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a class representative.

1.13 "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.14 "Court" means the Superior Court of California, County of Los Angeles.

1.15 "Defendants" means named Defendants Good Company LA, LLC f/k/a Good Company Pictures, LLC, and Ryan Heiferman.

1.16 "Defense Counsel" means Justin L. Heiferman of Heiferman & Associates, PLLC.

1.17 "Effective Date" means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18 "Final Approval" means the Court's order granting final approval of the Settlement.

1.19 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.20 "Gross Settlement Amount" means $120,000 which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

1.21 "Guarantors" means Ryan Heiferman and Jonathan Lia, each in their individual capacity.

1.22 "Individual Class Payment" means the Participating Class Member's pro rata of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.24 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.25 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.26 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.27 “Plaintiff” means Sadyr Diouf, the named plaintiff in the Action.

1.28 “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

1.29 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.30 “Released Parties” means Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, predecessors, successors, assigns, subsidiaries, affiliates, and Ryan Heiferman and Jonathan Lia, each in his individual capacity, whom the Parties include as Released Parties in consideration of the Personal Guarantee executed by them concurrently with this Agreement.

1.31 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Settlement signed by the Class Member.

1.32 “Response Deadline” means 45 days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.

1.33 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.34 “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

2.1 On September 14, 2023, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendants Good Company LA, LLC f/k/a Good Company Pictures, LLC for wage and hour violations. On November 17, 2023, Plaintiff filed a First Amended Complaint adding a claim under the Private Attorneys General Act. On October 17, 2025, Plaintiff filed an Amendment to Complaint naming Ryan Heiferman as Doe 1 (collectively, the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2 On February 21, 2024, the Parties participated in a mediation before Hon. Margaret Nagle. Although the matter did not resolve at mediation, the Parties thereafter continued to engage in arm's-length settlement negotiations, which ultimately resulted in this Settlement.

2.3 Before negotiating the Settlement, Plaintiff obtained substantial class data containing all relevant pay information for the Class Members, and conducted a substantial investigation into their claims. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.4 The Court has not granted class certification. The Parties agree to class certification for purposes of settlement only. If the Court does not grant Preliminary and Final Approval of this Agreement despite the Parties' good faith efforts to address any concerns raised by the Court without increasing the Gross Settlement Amount, the Parties shall return to status quo ante.

2.5 The Parties, Class Counsel and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendants promise to pay $120,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants..

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment of not more than $5,000 (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be $42,000, and a Class Counsel Litigation Expenses Payment of not more than $20,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $10,000 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves a lesser payment, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment, which the Administrator shall calculate by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 90% of each

Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 PAGA Allocation. The Parties allocate $7,500 of the Gross Settlement Amount to the settlement of claims for civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq*. (the "PAGA Payment"). In accordance with Labor Code section 2699, subdivision (i), seventy-five percent (75%) of the PAGA Payment ($5,625) shall be paid to the California Labor and Workforce Development Agency ("LWDA"), and twenty-five percent (25%) ($1,875) shall be distributed to the Aggrieved Employees (all persons employed by Defendants in California as non-exempt background talent paid a daily rate during the PAGA Period) on a pro rata basis according to the number of pay periods each worked during the PAGA Period (the period from September 12, 2022 through the date of Preliminary Approval). The PAGA Payment shall be deducted from the Gross Settlement Amount before calculation of the Net Settlement Amount. The portion of the PAGA Payment allocated to the Aggrieved Employees is not subject to opt-out, and no Class Member or Aggrieved Employee may exclude himself or herself from the PAGA component of the Settlement. Concurrently with the filing of the Motion for Preliminary Approval, Plaintiff will submit a copy of this Agreement to the LWDA as required by Labor Code section 2699, subdivision (l)(2).

3.2.4.3 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Size Estimates. Based on a review of its records to date, Defendants estimate there are 102 Class Members who collectively worked a total of 104 Workweeks.

4.2 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting funds to the Administrator in three (3) equal installments of $40,000.00 each, in accordance with the following schedule:

(a) $40,000, due no later than 30 days after the Effective Date (the "First Installment");

(b) $40,000, due no later than 6 months after the First Installment due date (the "Second Installment"); and

(c) $40,000, due no later than 7 months after the Second Installment due date (the "Third Installment").

Defendants shall also separately fund the amounts necessary to pay

Defendants' share of employer payroll taxes on the Wage Portions of the Individual Class Payments. Payroll taxes attributable to Individual Class Payments disbursed from each installment shall be transmitted to the Administrator concurrently with that installment.

4.3 Personal Guarantee. As a material term of this Agreement, Ryan Heiferman and Jonathan Lia (collectively, "Guarantors"), each acting solely in their individual capacity and not in any representative capacity on behalf of any Defendant entity, shall execute a personal guarantee in the form attached hereto as Exhibit B and incorporated by reference into this Agreement, concurrently with the execution with this Agreement. By executing the personal guarantee, each Guarantor personally, unconditionally, and irrevocably guarantees Defendants' full and timely payment of each installment of the Gross Settlement Amount. The personal guarantee is a guarantee of payment and not merely of collection, is joint and several, and remains in full force until the Gross Settlement Amount is fully funded. Upon any default in funding an installment that remains uncured after the notice and cure period set forth below, Plaintiff and Class Counsel may enforce the personal guarantee against either or both Guarantors directly, without first pursuing, exhausting, or attempting any remedy against Defendants or any other person or entity.

4.4 Consequence of Late or Missed Installment. Time is of the essence with respect to each installment. If Defendants fail to timely deliver any installment, when due, Plaintiff shall provide written notice of such default, and Defendants shall have ten (10) calendar days from the date of such notice to cure. If Defendants fail to cure within that period, the entire remaining unpaid balance of the Gross Settlement Amount shall become immediately due and payable, and Plaintiff and Class Counsel shall be entitled to enforce this Agreement, the personal guarantees, and the stipulation for entry of judgment described in this Agreement, against Defendants and the Guarantors jointly and severally, without further notice or demand. A late payment, or acceptance of a late payment, shall not constitute a waiver of any rights under this Agreement or the personal guarantees.

4.5 Declaration of Financial Condition. Concurrently with the execution of this Agreement, Ryan Heiferman and Jonathan Lia shall each execute a declaration, under penalty of perjury, attesting to Defendants' and their own current financial condition in sufficient detail to establish the financial necessity of the installment payment schedule. Such declarations shall be provided to Class Counsel no later than seven (7) days following the full execution of this Agreement and shall be submitted to the Court in connection with the Motion for Preliminary Approval.

4.6 Stipulation for Entry of Judgment. Concurrently with the execution of this Agreement, Defendants and the Guarantors shall execute a Stipulation for Entry of Judgment in the form attached as Exhibit C, pursuant to Code of Civil Procedure section 664.6. Class Counsel shall hold the executed Stipulation and shall not file it unless Defendants default on an installment payment and fail to cure within the period set forth in the preceding paragraph. Upon such uncured default, Plaintiff may apply to the Court for entry of judgment against Defendants and the Guarantors, jointly and severally, for the entire Gross Settlement Amount, less any installment payments actually received by the Administrator, plus reasonable attorneys' fees and costs incurred in enforcement and interest at the legal rate. The Court shall retain jurisdiction pursuant to Code of Civil Procedure section 664.6 to enforce this Agreement and to enter judgment upon such default.

4.7 Payments from the Gross Settlement Amount. The Administrator will disburse the Gross Settlement Amount in three (3) distributions corresponding to Defendants' three (3) funding installments. Within fourteen (14) days after the Administrator receives each funding installment, the Administrator will mail to each Participating Class Member a check equal to one-third (1/3) of that Class Member's Individual Class Payment, and will pay one-third (1/3) of each of the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment, in the amounts approved by the Court. In no distribution shall payment of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, or the Class Representative Service Payment precede payment of the Individual Class Payments in that distribution. If Defendants fail to timely and fully fund any installment, the Administrator shall make no further distributions until the default is cured or the unpaid balance is recovered, and the acceleration, personal guarantee, and stipulation-for-entry-of-judgment provisions of this Agreement shall apply.

4.7.1 The Administrator will issue checks for the Individual Class Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.7.2 The Administrator must conduct an Address Search for all Class Members whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, as requested by the Class Member before the void date.

4.7.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work, the Court-approved nonprofit cy pres recipient (the "Cy Pres Recipient"), pursuant to Code of Civil Procedure section 384, subdivision (b). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.7.4 The payment of Individual Class Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.[v]

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period.

5.3 PAGA Release. Effective upon the date Defendants fully fund the entire Gross Settlement

Amount, Plaintiff, acting in his capacity as a proxy for the State of California and on behalf of all Aggrieved Employees, releases the Released Parties from all claims for civil penalties under the Private Attorneys General Act, Labor Code section 2698, et seq., that were alleged, or reasonably could have been alleged, based on the facts and theories set forth in the Operative Complaint or in the PAGA notice submitted to the LWDA, and that arose during the PAGA Period. This PAGA Release binds all Aggrieved Employees and the State of California, regardless of whether an Aggrieved Employee submits a Request for Exclusion, and is subject to the Court's approval of the PAGA component of the Settlement under Labor Code section 2699, subdivision (l).

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendants' Declaration in Support of Preliminary Approval. Within five days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient (if applicable). In their declarations, Defense Counsel and Defendants shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; (viii) drafts of the personal guarantee to be executed by Ryan Heiferman and Jonathan Lia, and the declaration of financial condition to be executed by Ryan Heiferman and/or Jonathan Lia, as required by this Agreement; and (ix) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 Not later than 15 days after the Court grants Preliminary Approval, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadline for Class Members' written objections, challenges to Workweeks, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 <u>Requests for Exclusion (Opt-Outs)</u>.

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Settlement must send the Administrator, by fax, email, or mail, a signed written

Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and this Agreement, including contesting the fairness of the Settlement, and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. DEFENDANTS'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect. Notwithstanding the foregoing, any Request for Exclusion that was solicited, encouraged, or otherwise procured by Defendants or any of their officers, directors, members, owners, agents, or employees shall not be counted toward the foregoing threshold, and Defendants shall have no right to withdraw under this Paragraph if any such solicitation, encouragement, or procurement occurred.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval that includes a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later that five court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the appellate court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor is it intended or should it be construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Before Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. In addition, Defendants and their officers, directors, members, owners, agents, and employees shall not initiate any communication with any Class Member concerning the Settlement, the Action, or a Class Member's decision to participate in, opt out of, or object to the Settlement, other than the Court-approved Class Notice, and shall direct any Class Member who inquires about the Settlement to the Administrator or Class Counsel. Nothing in this paragraph restricts communications in the ordinary course of business unrelated to the Settlement or the Action.

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.

11.7 No Prior Assignments. The Parties separately represent 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 right released and discharged by the Party in this Settlement.

11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

11.12 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, before the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

FRANK H. KIM,
KIM LEGAL, APC
3435 Wilshire Blvd, Suite 2700
Los Angeles, CA 90010
Telephone: (323) 482-3300
Facsimile: (866) 652-7819
fkim@kim-legal.com

To Defendants:
Justin L. Heiferman
Heiferman & Associates, PLLC

81 Walker St., 1st Floor
New York, NY 10013
(718) 888-9545
Justin@Heifermanlaw.com

11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: 6/18/2026 , 2026 Sadyr Diouf

Sadyr Diouf

Dated: 6/22/26 , 2026 Good Company LA, LLC

Jonathan Lia

By: Jonathan Lia
Title: Member

Dated: 23/06/26 , 2026 Ryan Heiferman

Ryan Heiferman

Dated: 22/06/26 , 2026 Jonathan Lia

Jonathan Lia

APPROVED AS TO FORM AND CONTENT:

Dated: 18/06/26 , 2026 Kim Legal, APC

Frank Kim

Frank Kim, Esq.
Attorneys for Plaintiff

Dated: 6/18 , 2026 Heiferman & Associates, PLLC

Justin L. Heiferman

Attorneys for Defendants

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Sadyr Diouf v. Good Company LA, LLC, et, al., Case No. 23STCV22176

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Good Company LA, LLC f/k/a Good Company Pictures, LLC, and Ryan Heiferman ("Defendants") for alleged wage and hour violations. The Action was filed by a former Defendants' employee Sadyr Diouf ("Plaintiff") and seeks payment of (1) back wages for a class of non-exempt employees ("Class Members") who worked for Defendants during the Class Period (September 14, 2019 to).

The proposed settlement is a class settlement requiring Defendants to fund individual class payments.

Based on Defendants' records, and the parties' current assumptions, **your individual class payment is estimated to be $________ (less withholding)**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendants' records showing that **you worked __ workweeks** during the Class Period. If you believe that you worked more workweeks during this period, you can submit a challenge by the deadline date. See Section IV of this Notice.

The Court has already preliminarily approved the proposed settlement and approved this notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the final approval hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the settlement and requires Class Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period, you have two basic options under the settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed settlement and be eligible for an individual class payment. As a participating class member, though, you will give up your right to assert Class Period wage claims against Defendants.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the class settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the settlement, you will not receive an individual class payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants.

Defendants will not retaliate against you for any actions you take with respect to the proposed settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an individual class payment. In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this settlement ("Released Claims").
You Can Opt-out of the Class Settlement **The Opt-out Deadline is ______________**	If you don't want to fully participate in the proposed settlement, you can opt-out of the class settlement by sending the Administrator a written request for exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section **VI** of this notice.
Participating Class Members Can Object to the Class Settlement **Written Objections Must be Submitted by** ______________	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **VII** of this notice.
You Can Participate in the ______________ Final Approval Hearing	The Court's final approval hearing is scheduled to take place on ______________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section **VIII** of this notice.
You Can Challenge the Calculation of Your Workweeks **Written Challenges Must be Submitted by** ______________	The amount of your individual class payment depends on how many workweeks you worked at least one day during the Class Period. The number of Class Period workweeks you worked according to Defendants' records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by ______________. See Section **IV** of this notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Defendants' employee. The Action accuses Defendants of violating

California labor laws by failing to pay overtime wages, and wages due upon termination, and failing to provide accurate itemized wage statements. Plaintiff is represented by attorneys in the Action: Frank Kim of Kim Legal, APC ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants engaged in settlement negotiations in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and Defendants have negotiated a proposed settlement that 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.

Plaintiff and Class Counsel strongly believe the settlement is a good deal 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. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this notice, and scheduled a hearing to determine final approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. <u>Defendants Will Pay $120,000 as the Gross Settlement Amount ("Gross Settlemen</u>t"). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement to pay the individual class payments, a class representative service payment, Class Counsel's attorneys' fees and expenses, and the Administrator's expenses. Assuming the Court grants final approval, Defendants will fund the Gross Settlement in three installments of $40,000 each over 14 months, in accordance with the schedule set forth in the Settlement Agreement. The judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.
2. <u>Court Approved Deductions from Gross Settlement</u>. At the final approval hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:

   A. Up to $42,000 to Class Counsel for attorneys' fees and up to $<u>20,000</u> for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $5,000 to Plaintiff as a class representative award for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiff will receive other than Plaintiff's individual class payment.

C. Up to $10,000 to the Administrator for services administering the settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making individual class payments to Participating Class Members based on their Class Period workweeks.

4. PAGA Penalties. This settlement also resolves claims for civil penalties under the California Private Attorneys General Act ("PAGA"). $5,00 of the Gross Settlement is allocated to PAGA penalties. As required by law, 75% of that amount will be paid to the California Labor and Workforce Development Agency ("LWDA"), and the remaining 25% will be distributed to aggrieved employees who worked during the PAGA period. The PAGA portion of the settlement is not affected by opting out: even if you exclude yourself from the class settlement, you cannot opt out of the PAGA penalties, and the release of PAGA claims will apply to you.

5. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 10% of each individual class payment to taxable wages ("Wage Portion") and 90% to the non-Wage Portion ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the individual class payments on IRS 1099 Forms.

   Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed settlement.

   Need to Promptly Cash Payment Checks. The front of every check issued for individual class payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies

   ☐ will be paid to Legal Aid at Work, a nonprofit organization, as the Court-approved cy pres recipient under Code of Civil Procedure section 384, and will not be recoverable by you.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a

Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than _____________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed request for exclusion by the _____________ response deadline. The request for exclusion should be a letter from a Class Member or Class Member's representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Class Members who opt out will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, _________________________ (the "Administrator") to send this notice, calculate and make payments, and process Class Members' requests for exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator's contact information is contained in Section IX of this notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the class settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this settlement.

   The Participating Class Members will be bound by the following release:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on events occurring outside the Class Period.[vi]

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate individual class payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by

all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Workweek Challenges. The number of Workweeks you worked during the Class Period, as recorded in Defendants' records, is stated in the first page of this notice. You have until_____ to challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX of this notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a check, in three (3) installments (one after each of Defendants' three funding installments), to every Participating Class Member (i.e., every Class Member who doesn't opt-out). Each check will equal approximately one-third of your individual class payment.

Your check will be sent to the same address as this notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this notice has the Administrator's contact information.

VI. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Sadyr Diouf v. Good Company LA, LLC, et, al.* and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by , or it will be invalid.** Section IX of the notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least ______ days before the _____________ final approval hearing, Class

Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair, and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a class representative service award. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website ____________(url)____________ or the Court's website https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access.

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is ____________**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Sadyr Diouf v. Good Company LA, LLC, et, al.* and include your name, current address, telephone number and approximate dates of employment for Defendants and sign the objection. Section IX of this notice has the Administrator's contact information.

A Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the final approval hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this notice (immediately below) for specifics regarding the final approval hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on _______________at _________ in Department [____] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.ca.gov/pages/lp/lacc-welcome). Check the Court's website for the most current information.

It's possible the Court will reschedule the final approval hearing. You should check the Administrator's website ____ beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to ____ website at __________________________________. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the

Superior Court website by going to (https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access) and entering the Case Number for the Action, Case No. 23STCV22176. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
Name of Attorney: Frank H. Kim
Email Address: fkim@kim-legal.com
Name of Firm: Kim Legal, APC
Mailing Address: 3435 Wilshire Blvd, Suite 2700, Los Angeles, CA 90010
Telephone: (323) 482-3300

Settlement Administrator:
Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void,

☐ you will have no way to recover the money.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Signature:
Sadyr Diouf (Jun 18, 2026 16:14:50 PDT)
Email: [redacted]

Signature:
Ryan Heiferman (Jun 23, 2026 20:44:57 GMT+2)
Email: ryan@goodco.tv

Signature: Justin Heiferman
Justin Heiferman (Jun 18, 2026 19:25:08 EDT)
Email: justin@heifermanlaw.com

Signature: Jonathan Lia
Jonathan Lia (Jun 22, 2026 18:18:30 EDT)
Email: jonathan@goodco.tv

Signature: Frank Kim
Email: fkim@kim-legal.com

EXHIBIT B

EXHIBIT B
PERSONAL GUARANTEE OF SETTLEMENT PAYMENT

This Personal Guarantee of Settlement Payment ("Personal Guarantee") is entered into as of April 16, 2026, by Ryan Heiferman and Jonathan Lia (each individually a "Guarantor," and collectively the "Guarantors"), each acting solely in their individual capacity, in favor of Plaintiff Sadyr Diouf ("Plaintiff") and the Settlement Class in the action captioned *Sadyr Diouf v. Good Company LA, LLC, et al.*, Case No. 23STCV22176, pending in the Superior Court of California, County of Los Angeles (the "Action").

1. RECITALS.

Defendants Good Company LA, LLC f/k/a Good Company Pictures, LLC, and Ryan Heiferman (collectively, "Defendants") have entered into a Class Action Settlement Agreement ("Settlement Agreement") in the Action, pursuant to which Defendants are obligated to pay a Gross Settlement Amount of $120,000.00 to the Settlement Administrator in three (3) equal installments of $40,000.00 each (the "Settlement Payment Obligation"). As a material inducement for Plaintiff and the Settlement Class to enter into the Settlement Agreement, and as a material term thereof, the Guarantors agree to provide this Personal Guarantee to secure the full and timely payment of the Settlement Payment Obligation.

2. GUARANTEE OF PAYMENT.

Each Guarantor hereby personally, unconditionally, and irrevocably guarantees the full and timely payment — and not merely the collection — of each installment of the Gross Settlement Amount in accordance with the schedule set forth in Section 4.2 of the Settlement Agreement. This is a guarantee of payment and not of collection. Upon any default by Defendants in the payment of an installment that remains uncured after the notice and cure period set forth in the Settlement Agreement, Plaintiff and Class Counsel may enforce this Personal Guarantee against either or both Guarantors directly, without first pursuing, exhausting, or attempting any remedy against Defendants or any other person or entity, and without first obtaining or attempting to enforce a judgment against any Defendant.

3. JOINT AND SEVERAL LIABILITY.

The obligations of the Guarantors hereunder are joint and several. Plaintiff and Class Counsel may proceed against either Guarantor individually, or both Guarantors jointly, for the full amount of any unpaid obligation without any obligation to first proceed against the other Guarantor or against Defendants.

4. INDEPENDENT OBLIGATION.

The obligations of each Guarantor under this Personal Guarantee are independent of, and in addition to, the obligations of Defendants under the Settlement Agreement. The liability of each Guarantor shall not be reduced, discharged, or otherwise affected by: (a) any amendment, modification, or extension of the Settlement Agreement; (b) any failure or delay by Plaintiff or Class Counsel to enforce any right or remedy against Defendants; (c) the insolvency, bankruptcy, dissolution, or reorganization of any Defendant entity; or (d) any other circumstance that might otherwise constitute a legal or equitable defense or discharge of a guarantor.

5. INDIVIDUAL CAPACITY OF GUARANTORS.
Each Guarantor executes this Personal Guarantee solely in their individual capacity. To the extent either Guarantor holds or has held any officer, member, manager, or other representative position with any Defendant entity, such role shall not be construed to merge, satisfy, limit, or otherwise affect that Guarantor's individual obligations under this Personal Guarantee. The obligations of each Guarantor under this Personal Guarantee are separate from, and in addition to, the obligations of any Defendant entity under the Settlement Agreement.

6. WAIVER OF DEFENSES.
Each Guarantor hereby waives, to the fullest extent permitted by law: (a) notice of acceptance of this Personal Guarantee; (b) notice of any default by Defendants; (c) presentment, demand, protest, and notice of dishonor; (d) any right under California Civil Code section 2845, section 2849, or otherwise to require Plaintiff or Class Counsel to first proceed against, or exhaust any remedy against, Defendants or any other person or entity before proceeding against any Guarantor; and (e) any defense based on suretyship, the statute of limitations, impairment or release of collateral or security, or any amendment, modification, or extension of the Settlement Agreement, and any other defense available to a guarantor or surety under California law, including without limitation under California Civil Code sections 2787 through 2855.

7. NON-WAIVER.
No failure or delay by Plaintiff or Class Counsel in exercising any right or remedy under this Personal Guarantee shall constitute a waiver of any such right or remedy. Acceptance of any late payment by either Guarantor shall not constitute a waiver of the right to require timely payment of any subsequent installment or to exercise any remedy upon any subsequent default.

8. ATTORNEYS' FEES AND COSTS.
In any action or proceeding to enforce this Personal Guarantee, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action or proceeding.

9. GOVERNING LAW AND JURISDICTION.
This Personal Guarantee shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. Each Guarantor consents to the exclusive jurisdiction of the Superior Court of California, County of Los Angeles, for any action arising out of or relating to this Personal Guarantee.

10. INTEGRATION.
This Personal Guarantee, together with the Settlement Agreement and the exhibits thereto, constitutes the entire agreement of the Guarantors with respect to the subject matter hereof and supersedes all prior oral or written representations, warranties, or agreements relating thereto.

11. COUNTERPARTS.
This Personal Guarantee may be executed in counterparts, including by facsimile or electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Personal Guarantee as of the date first written above.

RYAN HEIFERMAN
Dated: 23/06/26

Ryan Heiferman
____
Ryan Heiferman

Address: 81 walker Street, #1, NY, N`

JONATHAN LIA
Dated: 22/06/26

Jonathan Lia
____
Jonathan Lia

Address: 81 Walker St, #1, NY, NY 1(

Signature: Jonathan Lia
Jonathan Lia (Jun 22, 2026 18:19:50 EDT)
Email: jonathan@goodco.tv

Signature: Ryan Heiferman
Ryan Heiferman (Jun 23, 2026 20:44:13 GMT+2)
Email: ryan@goodco.tv

EXHIBIT C

EXHIBIT C
STIPULATION FOR ENTRY OF JUDGMENT

This Stipulation for Entry of Judgment ("Stipulation") is entered into as of 6/18/2026, 2026, by and among plaintiff Sadyr Diouf ("Plaintiff"), on behalf of himself and the Settlement Class; defendants Good Company LA, LLC f/k/a Good Company Pictures, LLC, and Ryan Heiferman (collectively, "Defendants"); and Ryan Heiferman and Jonathan Lia, each acting solely in their individual capacity as guarantors (collectively, the "Guarantors"), in the action captioned Sadyr Diouf v. Good Company LA, LLC, et al., Case No. 23STCV22176, pending in the Superior Court of California, County of Los Angeles (the "Action"). Capitalized terms not defined herein have the meanings given in the Settlement Agreement.

1. RECITALS.

Plaintiff and Defendants have entered into a Class Action Settlement Agreement ("Settlement Agreement") resolving the Action, under which Defendants are obligated to pay a Gross Settlement Amount of $120,000.00 to the Settlement Administrator in three (3) equal installments of $40,000.00 each (the "Settlement Payment Obligation"). As a material inducement for Plaintiff and the Settlement Class to enter into the Settlement Agreement, the Guarantors executed a Personal Guarantee (Exhibit B to the Settlement Agreement) guaranteeing the full and timely payment of the Settlement Payment Obligation, and Defendants and the Guarantors agreed to execute this Stipulation, to be held by Class Counsel and filed only upon an Uncured Default (as defined below), to secure that obligation.

2. STIPULATION TO ENTRY OF JUDGMENT UPON DEFAULT.

In the event Defendants fail to timely fund any installment of the Gross Settlement Amount when due and fail to cure such default within ten (10) calendar days after written notice of default as provided in the Settlement Agreement (an "Uncured Default"), Plaintiff may apply to the Court — by noticed motion or ex parte application, supported by a declaration of Class Counsel attesting to the default and to the amounts paid and unpaid — for entry of judgment pursuant to Code of Civil Procedure section 664.6. The Parties, Defendants, and each Guarantor stipulate and consent that, upon such application, the Court shall enter judgment in favor of Plaintiff and the Settlement Class, and against Defendants and the Guarantors, jointly and severally, in the amount of the Gross Settlement Amount ($120,000.00), less all installment payments actually received by the Settlement Administrator as of the date of entry, plus (a) reasonable attorneys' fees and costs incurred in enforcement, and (b) interest on the unpaid balance at the legal rate from the date of the Uncured Default until paid.

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3. AMOUNT OF JUDGMENT; CREDIT FOR PAYMENTS.

The amount of any judgment entered under this Stipulation shall be reduced by all amounts actually paid toward the Settlement Payment Obligation as of the date of entry. Class Counsel's supporting declaration shall set forth the calculation of the unpaid balance, the payments credited, and the interest claimed.

4. HOLDING AND FILING OF STIPULATION.

This Stipulation shall be executed concurrently with the Settlement Agreement and held by Class Counsel. Class Counsel shall not file this Stipulation or seek entry of judgment unless and until an Uncured Default occurs. Upon full funding of the Gross Settlement Amount, this Stipulation shall be of no further force or effect, and Class Counsel shall destroy it or return it to Defendants upon written request.

5. RETENTION OF JURISDICTION.

The Court shall retain jurisdiction over the Parties, Defendants, and the Guarantors pursuant to Code of Civil Procedure section 664.6 to enforce the Settlement Agreement and this Stipulation and to enter judgment as provided herein.

6. WAIVERS.

Defendants and each Guarantor waive, to the fullest extent permitted by law: (a) any right to notice other than the written notice and cure period expressly provided in the Settlement Agreement; (b) any right to a trial or evidentiary hearing on entry of judgment, except as to a bona fide dispute regarding the accuracy of the payments credited under Paragraph 3; and (c) any defense to entry of judgment other than proof of payment of the amounts claimed.

7. VOLUNTARY AND INFORMED EXECUTION.

Each signatory acknowledges that he or it has read this Stipulation, has had the opportunity to consult with counsel of his or its choosing, understands its terms, and enters into it knowingly and voluntarily.

8. GOVERNING LAW.

This Stipulation shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

/ /
/ /

9. COUNTERPARTS.

This Stipulation may be executed in counterparts, including by facsimile or electronic signature (e.g., DocuSign), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Stipulation for Entry of Judgment as of the date first written above.

PLAINTIFF

DATED: 6/18/2026, 2026

Sadyr Diouf
Sadyr Diouf

GOOD COMPANY LA, LLC f/k/a GOOD COMPANY PICTURES, LLC

DATED: 06/22/26, 2026

Jonathan Lia
Jonathan Lia (Jun 22, 2026 18:21:01 EDT)
Authorized Signatory

Jonathan Lia, Member
Print Name and Title

RYAN HEIFERMAN, individually and as Guarantor

DATED: june 22, 2026

Ryan Heiferman
Ryan Heiferman

JONATHAN LIA, as Guarantor

DATED: 06/22/26, 2026

Jonathan Lia
Jonathan Lia

APPROVED AS TO FORM AND CONTENT:

KIM LEGAL, APC

DATED: June 18, 2026, 2026

Frank H. Kim

Frank H. Kim, Attorneys for Plaintiff

HEIFERMAN & ASSOCIATES, PLLC

DATED: June 18, 2026, 2026

Justin L. Heiferman

Justin L. Heiferman, Settlement Counsel for Defendants

Signature:
Sadyr Diouf (Jun 18, 2026 16:13:40 PDT)
Email: [redacted]

Signature: Frank Kim
Email: fkim@kim-legal.com

Signature:
Ryan Heifermn (Jun 22, 2026 10:30:56 EDT)
Email: ryan@goodco.tv

Signature: Justin Heiferman
Justin Heiferman (Jun 18, 2026 19:28:39 EDT)
Email: justin@heifermanlaw.com