CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Jordan Knowles ("Plaintiff") and Defendant Live Nation Worldwide, Inc. ("Live Nation"). The Agreement refers to Plaintiff and Live Nation collectively as "Parties," or individually as "Party."

1. <u>DEFINITIONS</u>.

1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Live Nation captioned *Jordan Knowles, an individual, on behalf of the State of California as a private attorney general, and on behalf of all others similarly situated v. Live Nation Worldwide, Inc.; and DOES 1 through 50, inclusive*, initiated on December 28, 2023, and pending in Superior Court of the State of California, County of Sacramento, Case No. 23CV014270.

1.2 "Administrator" means CPT 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" or "Class Members" means all current and former hourly paid or non-exempt employees who worked for Live Nation or HOB Entertainment in California during the Class Period.

1.5 "Class Counsel" means Anthony J. Orshansky and P. Bartholomew Quintans of CounselOne, PC.

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 litigation expenses, respectively, incurred in prosecuting the Action.

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

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 (including a Non-Participating Class Member who qualifies as a PAGA Member).

1.9 "Class Member 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 and Spanish 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 16, 2020 through July 11, 2025.

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 Settlement" means the Settlement of claims alleged by Plaintiff on behalf of Class Members during the Class Period only, and excludes the part of the Settlement in regard to PAGA Members during the PAGA Period

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

1.15 "Court" means the Superior Court of California, County of Sacramento.

1.16 "Live Nation" means named Defendant Live Nation Worldwide, Inc.

1.17 "Defense Counsel" means Chris A. Jalian and Aja S. Nunn of Paul Hastings LLP.

1.18 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.21 "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22 "Gross Settlement Amount" means $2,400,000, which is the total amount Live Nation agrees to pay under the Settlement except as provided in Paragraph 12 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. Live Nation shall be separately responsible for the cost of its share of employer-side payroll taxes. The Settlement is non-reversionary.

1.23 "HOB Entertainment" means HOB Entertainment LLC.

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

1.25 "Individual PAGA Payment" means the PAGA Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

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

1.27 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.28 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

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

1.30 "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.

1.31 "PAGA Member" means any hourly paid or non-exempt employee who worked for Live Nation or HOB Entertainment in California at any time during the PAGA Period, and who opted out of Live Nation's arbitration program.

1.32 "PAGA Pay Period" means any Pay Period during which a PAGA Member worked for Live Nation or HOB Entertainment for at least one day during the PAGA Period.

1.33 "PAGA Period" means the period from October 24, 2022 through July 11, 2025.

1.34 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35 "PAGA Notice" means Plaintiff's September 5, 2023 letter to Live Nation and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.36 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members ($112,500) and 75% to the LWDA ($337,500) in settlement of the PAGA claims.

1.37 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38 "Plaintiff" means Jordan Knowles, the named plaintiff in the Action.

1.39 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.40 "Released Class Claims" means the claims being released as described in Paragraph 7.2 below.

1.41 "Released PAGA Claims" means the claims being released as described in Paragraph 7.3 below.

1.42 "Released Parties" means: Live Nation, HOB Entertainment, and their respective present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and their related persons and entities.

1.43 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44 "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and PAGA Members, and which is the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are re-mailed after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired to submit Requests for Exclusion or Objections to the Settlement.

1.45 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. <u>RECITALS</u>.

2.1 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Live Nation and the LWDA by sending the PAGA Notice.

2.2 On December 28, 2023, Plaintiff filed suit in Sacramento County Superior Court, asserting a PAGA claim based on Live Nation's alleged: (1) failure to pay straight and minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to pay all sick time; (6) failure to provide accurate itemized wage statements and maintain required records; (7)

failure to pay all wages due upon separation of employment; (8) failure to reimburse business expenses; (9) failure to provide sick leave; (10) failure to provide suitable seating; (11) failure to timely pay wages during employment; (12) unlawful rounding policies; and (13) failure to include non-discretionary incentive compensation in the regular rate of pay.

2.3 Plaintiff filed the First Amended Complaint, additionally asserting the following class claims: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to pay sick pay; (6) failure to provide accrual of vacation wages and vacation pay; (7) unlawful wage chargebacks; (8) secret underpayment of wages; (9) failure to provide reporting time pay; (10) failure to provide suitable seating; (11) failure to provide accurate itemized employee wage statements; (12) failure to pay all wages owed timely and upon separation of employment; (13) failure to reimburse business expenses; and (14) failure to maintain accurate and complete payroll records. Plaintiff also asserted a violation of California's Unfair Competition Law ("UCL").

2.4 The Parties participated in a full-day mediation presided over by the Hon. Jeff Winikow (Ret.), which led to this Agreement to settle the Action.

2.5 Prior to mediation, Plaintiff obtained a sampling of time and corresponding pay records of Class Members, and relevant employment policies, during the Class Period.

2.6 The Court has not granted class certification.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 10 below, Live Nation promises to pay $2,400,000.00, and no more, as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class Payments. Live Nation has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Live Nation.

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 Order:

3.2.1 To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than $10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Live Nation 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 of the

Settlement, Plaintiff will seek Court approval of any Class Representative Service Payment by no later than 16 court days prior to the Final Approval Hearing. 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 report said 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 $800,000 (representing 33⅓% of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than $25,000. Live Nation will not oppose requests for these payments provided that they do not exceed these amounts. As part of the motion for final approval of the Settlement, Plaintiff will file request Court approval of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment in less than the amounts 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 as to any portion of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will report 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 Live Nation harmless and indemnifies Live Nation from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $75,000 except for a showing of good cause and as approved by the Court as reimbursement for the Administrator's services in administering the Settlement. To the extent the Administration Expenses Payment requested is less than $75,000, or the Court approves payment in an amount less than $75,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated 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. 25% 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 Form W-2. 75% 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 Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

3.2.5 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 according to their respective Workweeks.

3.2.6 To the LWDA and Covered Employees: PAGA Penalties in the amount of $450,000 will be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment, and 25% allocated to the Individual PAGA Payments.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by dividing the amount of the PAGA Members' 25% share of PAGA Penalties (or $112,500) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.6.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS Form 1099.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and PAGA Pay Periods. Based on a review of its records, Defendant estimates that at the time of mediation there were 16,210 Class Members who collectively worked approximately 477,826 Workweeks, and 12,293 PAGA Members who worked a total of 155,980 PAGA Pay Periods.

4.2 Class Data. No later than 30 days after the Court grants Preliminary Approval of the Settlement, Live Nation 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 the Class Data to effect and perform under this Agreement. Live Nation has 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 Live Nation 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.

4.3 Funding of Gross Settlement Amount. The Settlement Administrator will provide Live Nation with wire transfer information within three (3) days after the Effective Date. Live Nation shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than twenty (20) days after the Settlement Administrator provides Live Nation with wire transfer information.

4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Live Nation funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA 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 Class Payments to all Participating Class Members (including those for whom the Class Notice was returned undeliverable). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom the Class Notices was returned undeliverable). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (b).

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

5. **<u>SECOND AMENDED COMPLAINT</u>.** Within fifteen (15) calendar days of the Parties executing this Agreement, Plaintiff agrees to file a Second Amended Complaint, adding HOB Entertainment as a defendant in this Action. Should, for whatever reason, the Settlement set forth in this Agreement not become final, the Second Amended Complaint shall be deemed stricken, null and void ab initio, with the previously filed complaint in the Action remaining the operative pleading, and Live Nation retaining all defenses to any of the claims, including, without limitation, arguments pertaining to joint employer theories of liability, arbitration agreements, and statute of limitations.

6. **<u>AMENDED LWDA NOTICE</u>.** Within fifteen (15) calendar days of the Parties executing this Agreement, Plaintiff agrees to submit an amended PAGA Notice to the LWDA, adding HOB Entertainment as an employer subject to her PAGA Notice.

7. **<u>RELEASES OF CLAIMS</u>.** Effective on the date when Live Nation fully funds the entire Gross Settlement Amount and funds 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:

7.1 <u>Release by Plaintiff</u>. In consideration of Plaintiff's awarded Class Representative Service Payment, Plaintiff's Individual Class Payment, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final and is fully funded, Plaintiff, on behalf of herself and her respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, releases any and all known and unknown claims that arose on or before the date she signs this agreement against Live Nation, HOB Entertainment, and the Released Parties. Expressly excluded from Plaintiff's release are any claims for workers compensation benefits, unemployment insurance benefits, and any other claims that cannot be released by law.

7.2 <u>Release by Participating Class Members Who Are Not PAGA Members</u>. In consideration for their awarded Individual Class Payments, as of the date the

Settlement becomes Final, all Participating Class Members (e.g., Class Members who have not elected to exclude themselves from the Settlement) release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, any and all claims against Live Nation, HOB Entertainment, and the Released Parties that arise out of or reasonably relate to the claims alleged in the Action or that could have been alleged based on the allegations in the Action that, during the Class Period, Defendant and HOB Entertainment failed to: (1) pay minimum and straight time wages; (2) pay overtime wages; (3) provide meal periods; (4) provide rest breaks; (5) provide sick leave; (6) provide accurate itemized wage statements; (7) pay all wages due upon separation of employment; (8) reimburse business expenses; (9) timely pay wages during employment; (10) maintain required records; (11) pay reporting time pay; (12) provide suitable seating; (13) calculate and pay sick pay at the regular rate of pay; (14) pay vested, accrued vacation at the regular rate of pay; (15) provide accrual of vacation wages and vacation pay; (16) include non-discretionary incentive compensation in regular rate of pay. And further based on the allegations that Live Nation and HOB Entertainment (17) conducted unlawful wage chargebacks; (18) secretly paid lower wages; (19) and maintained an unlawful rounding policy. The released claims include but are not limited to claims brought under California Labor Code sections 90.5, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 516, 551, 558, 558.1, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2100, 2699, 2699.3, 2699.5, 2800, 2802, and the applicable IWC Wage Orders, as well as claims under California Code of Civil Procedure sections 382 and 1021.5, and Civil Code sections 3287 and 3289. Such released claims include claims for expenses, statutory penalties, civil penalties, or other relief under the California Labor Code, relief from unfair competition under California Business and Professions Code section 17200 et seq.; attorneys' fees and costs; and interest (the "Class Members' Released Claims").

7.3 Release by PAGA Members. In consideration for their Individual PAGA Payments, all PAGA Members will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, any and all claims for civil penalties under the PAGA against Live Nation, HOB Entertainment, and the Released Parties that arise out of or reasonably relate to the claims alleged in the Action or that could have been alleged based on the factual allegations in the Action, including but not limited to allegations that, during the PAGA Period, Live Nation and HOB Entertainment failed to: (1) pay minimum and straight time wages; (2) pay overtime wages; (3) provide meal periods; (4) provide rest breaks; (5) provide sick leave; (6) provide accurate itemized wage statements; (7) pay all wages due upon separation of employment; (8) reimburse business expenses; (9) timely pay wages during employment; (10) maintain required records; (11) pay reporting time pay; (12) provide suitable seating; (13) calculate and pay sick pay at the regular rate of pay; (14) pay vested, accrued vacation at the regular rate of pay; (15) provide accrual of vacation wages and vacation pay; and (16) include non-discretionary incentive compensation in regular rate of pay. And further based on the allegations that Live Nation and HOB Entertainment (17) conducted unlawful wage chargebacks; (18) secretly paid lower wages; and (19) maintained an unlawful rounding policy. The released claims include but are not limited to claims brought under California Labor Code sections 90.5, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 516, 551, 558, 558.1, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2100, 2699, 2699.3, 2699.5, 2800, 2802, and the applicable IWC Wage Orders, as well as claims under California Code of Civil Procedure sections 382 and 1021.5, and Civil Code sections 3287 and 3289 (the "Released PAGA Claims"). All PAGA Members who worked for Live Nation and HOB Entertainment during the PAGA Period will release the PAGA claims described herein and will receive a portion of the amount set aside as PAGA penalties (again, "Individual PAGA Payment"), regardless of whether they opt out of the Class Settlement.

7.4 With respect to the Plaintiff's Released Claims only, the Parties stipulate and agree that the Plaintiff shall have, by operation of the judgment and approval order entered by the Court, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

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

The Plaintiff shall be deemed to have acknowledged that this Settlement Agreement is intended to waive and release all released claims that she does not know or suspect to exist in his favor at the time of the approval of this Settlement Agreement.

8. MOTION FOR PRELIMINARY APPROVAL. Within a reasonable time after Plaintiff files the Second Amended Complaint, Plaintiff will move for an order granting preliminary approval of the Settlement ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approval of Class Action Settlements.

8.1 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 of points and authorities in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Clark/Kullar* and requests approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2)); (ii) a draft Proposed Order Granting Preliminary Approval of the Settlement; (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 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 (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (e.g., initial notice of violations (Lab. Code, § 2699.3, subd. (a)), operative complaint (Lab. Code, § 2699, subd. (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2)).

8.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval and supporting documents no later than 45 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 order to the Administrator.

8.3 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 on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the Motion for Preliminary Approval, or conditions preliminary approval of the Settlement on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone and conferring in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

9. SETTLEMENT ADMINISTRATION.

9.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT 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.

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

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

9.4 Notice to Class Members.

9.4.1 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 provide them with the number of Class Members, PAGA Members, Workweeks, and Pay Periods from the Class Data.

9.4.2 Using best efforts to perform as soon as possible, but no later than 15 days after receiving the Class Data, the Administrator will send the Class Notice, substantially in the form attached to this Agreement as Exhibit A, to all Class Members identified in the Class Data via first-class United States Postal Service ("USPS") mail. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

9.4.3 Not later than five (5) business days after the Administrator's receipt of any Class Notice returned by the USPS as undeliverable, 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.

9.4.4 For all Class Members whose notice is re-mailed, the deadlines for Class Members' written objections, disputes as to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice. The Administrator will inform the Class Member of the extended deadline with their re-mailed Class Notice.

9.4.5 If the Administrator, Live Nation, 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 a Class Notice, the Parties will expeditiously meet and confer in person or by telephone 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, whichever are later.

9.5 Requests for Exclusion (Opt-Outs).

9.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator a signed, written Request for Exclusion by fax, email, or mail not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notices are re-mailed). A Request for Exclusion is a letter from a Class Member or his/her 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.

9.5.2 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.

9.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, and is entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 7.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

9.5.4 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 Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Paragraph 7.3 of this Agreement and are eligible for an Individual PAGA Payment.

9.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than ten (10) 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; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

9.6 Challenges to Calculation of Workweeks and Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) 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. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct, so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel along with the Administrator's determination of the challenges.

9.7 Objections to Settlement.

9.7.1 Only Participating Class Members may object to the Class Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

9.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than 60 days after the Class Notice is mailed by the Administrator (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

9.7.3 Non-Participating Class Members have no right to object to the Class Settlement.

9.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

9.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time and location of the Final Approval Hearing, copies of the Settlement Agreement, the Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Final Approval Order 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.

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

9.8.3 Workweeks and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

9.8.4 Administrator's Declaration. No 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 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 undeliverable, the re-mailing of Class Notices, the attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections, and attaching 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) with the court.

9.8.5 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds from the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements of all payments made under this Agreement, by employee identification number only. 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 attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration with the court.

10. LIVE NATION'S RIGHT TO WITHDRAW. If ten percent (10%) or more of the Class Members, or a number of Class Members whose Individual Class Payments represent ten percent (10%) or more of the total of all Individual Class Payments, validly elect not to participate in the Settlement, Live Nation will have the right to rescind the Settlement, and the Settlement and all actions taken in its furtherance will be null and void. Live Nation must exercise this right within 15 days after the Administrator notifies the parties of the number of opt-outs (as set forth herein). If Live Nation exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time.

11. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the Final Approval Hearing set by the Court, Plaintiff will file a motion for final approval of the Settlement ("Motion for Final Approval") that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), and requests final approval of the amounts allocated to the PAGA Penalties (including the LWDA Payment and Individual PAGA Payments), the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment, and supporting documents, along with 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 10 days prior to 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.

11.1 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 with the court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 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 attempt to address the Court's concerns. 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 and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 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 and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 Waiver of Right to Appeal. The Parties waive all appeals from the final approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Service Payment or the Class Counsel Fees or Litigation Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. Live Nation's payment obligation under the Settlement will be suspended pending an appeal of the Judgment.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing 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 a good faith to attempt to address the appellate court's concerns, 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

12. 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.

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. 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 Live Nation that any of the allegations in the operative complaint have merit or that Live Nation has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Live Nation's 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 or Final Approval, or enter Judgment, Live Nation reserves the right to contest certification of any class for any reasons and reserves 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 Live Nation's 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).

13.2 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.

13.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit(s) 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.

13.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff, and Live Nation and HOB Entertainment, 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.

13.5 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 as agreed by the Parties, 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 and/or the Court for resolution.

13.6 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.7 No Tax Advice. Neither Plaintiff and Class Counsel, nor Live Nation, HOB Entertainment, and 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 C.F.R. Part 10, as amended) or otherwise.

13.8 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.

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

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

13.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of 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.

13.12 Confidentiality. Plaintiff and Class Counsel agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Class Counsel agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and Class Counsel will not have any communication with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiff or Class Counsel disclose to any unauthorized party (a) that a settlement has been reached, or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Live Nation may rescind the Settlement, rendering it null and void.

13.13 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Live Nation in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule 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 Live Nation, unless prior to the Court's discharge of the Administrator's obligation, Live Nation makes a written request to Class Counsel for the return, rather than the destruction of, Class Data.

13.14 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.

13.15 Calendar Days. Unless otherwise noted, all reference 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:

13.16 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:

ANTHONY J. ORSHANSKY
anthony@counselonegroup.com
P. BARTHOLOMEW QUINTANS
bart@counselonegroup.com
COUNSELONE, PC
9465 Wilshire Boulevard, Suite 300
Beverly Hills, California 90212

To Live Nation and HOB Entertainment:

CHRIS A. JALIAN
chrisjalian@paulhastings.com
AJA S. NUNN
ajanunn@paulhastings.com
PAUL HASTINGS, LLP
515 S. Flower Street, Floor 25
Los Angeles, California 90071

13.17 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.

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

[Signatures on following page.]

Dated: August 29, 2025

____
Plaintiff Jordan Knowles

Dated: August __, 2025

____
Defendant Live Nation Worldwide, Inc.

Approved as to content:

Dated: August 28, 2025

COUNSELONE, PC

____
Anthony J. Orshansky
P. Bartholomew Quintans
Attorneys for Plaintiff

Dated: August __, 2025

PAUL HASTINGS, LLP

____
Chris A. Jalian
Aja S. Nunn
Attorneys for Live Nation Worldwide, Inc.

Dated: August __, 2025

Plaintiff Jordan Knowles

DocuSigned by:
Lori Lilly
723A557A6F5345E...

Dated: August 19, 2025

Defendant Live Nation Worldwide, Inc.

Approved as to content:

Dated: August __, 2025

COUNSELONE, PC

Anthony J. Orshansky
P. Bartholomew Quintans
Attorneys for Plaintiff

Dated: September 3, 2025

PAUL HASTINGS, LLP

Chris A. Jalian
Aja S. Nunn
Attorneys for Live Nation Worldwide, Inc.

Exhibit A

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

(*Knowles v. Live Nation Worldwide, Inc., et al.*, Sacramento Cnty. Super. Ct. Case No. 23CV014270)

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 Live Nation Worldwide, Inc. ("Live Nation") and HOB Entertainment LLC ("HOB Entertainment") (collectively, "Defendants") for alleged wage and hour violations. The Action was filed by a former employee ("Plaintiff") and seeks payment of (1) back wages, statutory penalties, and interest for all hourly paid or non-exempt employees who worked for Live Nation or HOB Entertainment LLC in California during the Class Period (September 16, 2020 to July 11, 2025) ("Class Members"); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all hourly paid or non-exempt employees who worked for Live Nation or HOB Entertainment in California during the PAGA Period (October 24, 2022, to July 11, 2025) ("PAGA Members").

The proposed settlement has two main parts: (1) a class settlement requiring Live Nation to fund Individual Class Payments, and (2) a PAGA settlement requiring Live Nation to fund Individual PAGA Payments and to make a payment to the California Labor and Workforce Development Agency ("LWDA").

Based on Live Nation's and HOB Entertainment's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $__________(less withholding) and your Individual PAGA Payment, if applicable, is estimated to be $________**. The actual amount you may receive will likely be different, depending on a number of factors. (If no amount is stated for your Individual PAGA Payment, then, according to Live Nation's records, you are not eligible for an Individual PAGA Payment under the settlement because you didn't work for Live Nation or HOB Entertainment during the PAGA Period.)

The above estimates are based on Live Nation's and HOB Entertainment's records, which show that **you worked _________ workweeks** during the Class Period, and that **you worked ________ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. (See Section 4 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 do 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 Live Nation to make payments under the settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Live Nation or HOB Entertainment.

If you worked for Live Nation or HOB Entertainment during the Class Period and/or the PAGA 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 and/or an Individual PAGA Payment. If you do nothing, you are considered a Participating Class Member, and will have given up your right to assert Class Period wage claims and PAGA Period penalty claims against Live Nation and HOB Entertainment.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the class settlement (opt-out) by submitting a Request for Exclusion to the Administrator in writing. If you opt-out of the class settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Live Nation and HOB Entertainment. You cannot opt-out of the PAGA portion of the proposed settlement, and thus, if you are a PAGA Member, you will remain eligible for an Individual PAGA Payment regardless of whether you opt out of the class settlement.

Live Nation and HOB Entertainment will not retaliate against you for any actions you take with respect to the settlement.

<u>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u>

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member and thus eligible for an Individual Class Payment, and, if you are PAGA Member, an Individual PAGA Payment. In exchange, you will give up your right to assert the wage claims against Live Nation and HOB Entertainment that are covered by this settlement (see release below).
You Can Opt-out of the Class Settlement but not the PAGA 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 6 of this Notice.** You cannot opt-out of the PAGA portion of the proposed settlement. Live Nation must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA 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. **See Section 7 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 8 of this Notice.**
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by:** ____________________	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Live Nation's or HOB Entertainment's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by ________________. **See Section 4 of this Notice.**

1. WHAT IS THE ACTION ABOUT?

The Action accuses Live Nation and HOB Entertainment of violating California labor laws by failing to pay minimum and overtime wages, sick pay, vacation pay, reporting time pay, wages due upon termination, and reimbursable expenses, and failing to provide meal periods, rest breaks, suitable seating, and accurate itemized wage statements, among other violations. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA. Defendants strongly deny violating any laws or failing to pay any wages and contend that they complied with all applicable laws.

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

So far, the Court has made no determination as to whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforce the Agreement, Plaintiff and Defendants have negotiated a proposed settlement that is subject to the Court's Final Approval. Both sides agree that 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) Live Nation has 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) the settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Live Nation Will Pay $2,400,000 as the Gross Settlement Amount. Live Nation has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and costs, the Administrator's expenses, and penalties to the LWDA. Assuming the Court grants Final Approval, Live Nation will fund the Gross Settlement Amount within approximately 23 days after the Judgment entered by the Court becomes final. 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. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

   a. Up to $800,000 (33⅓% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to $25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   b. Up to $10,000 to Plaintiff as a Class Representative Service Award for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

   c. Up to $75,000 to the Administrator for their services in administering the settlement.

   d. Up to $450,000 for PAGA Penalties, allocated 75% to the LWDA, and 25% as Individual PAGA Payments to PAGA Members based on their PAGA Period pay periods.

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

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

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to interest and penalties ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on an IRS W-2 forms. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on an 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, at your own expense, if you have any questions about the tax consequences of the proposed settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA 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 deposited with the California Controller's Unclaimed Property Fund in your name.

   If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

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 his/her representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

   You cannot opt-out of the PAGA portion of the settlement. Class Members who exclude themselves from the class settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the settlement or decline to 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: Live Nation will not pay any money, and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (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 to 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 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Live Nation has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, 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 and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

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

> In consideration for their awarded Individual Class Payments, all Participating Class Members (e.g., Class Members who have not elected to exclude themselves from the settlement) release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, any and all claims against Live Nation, HOB Entertainment, and the Released Parties that arise out of or reasonably relate to the claims alleged in the Action or that could have been alleged based on the allegations in the Action that, during the Class Period, Defendant and HOB Entertainment failed to: (1) pay minimum and straight time wages; (2) pay overtime wages; (3) provide meal periods; (4) provide rest breaks; (5) provide sick leave; (6) provide accurate itemized wage statements; (7) pay all wages due upon separation of employment; (8) reimburse business expenses; (9) timely pay wages during employment; (10) maintain required records; (11) pay reporting time pay; (12) provide suitable seating; (13) calculate and pay sick pay at the regular rate of pay; (14) pay vested, accrued vacation at the regular rate of pay; (15) provide accrual of vacation wages and vacation pay; (16) include non-discretionary incentive compensation in regular rate of pay. And further based on the allegations that Live Nation and HOB Entertainment (17) conducted unlawful wage chargebacks; (18) secretly paid lower wages; (19) and maintained an unlawful rounding policy. The released claims include but are not limited to claims brought under California Labor Code sections 90.5, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 516, 551, 558, 558.1, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2100, 2699, 2699.3, 2699.5, 2800, 2802, and the applicable IWC Wage Orders, as well as claims under California Code of Civil Procedure sections 382 and 1021.5, and Civil Code sections 3287 and 3289. Such released claims include claims for expenses, statutory penalties, civil penalties, or other relief under the California Labor Code, relief from unfair competition under California Business and Professions Code section 17200 et seq.; attorneys' fees and costs; and interest (the "Class Members' Released Claims").

10. <u>PAGA Members' PAGA Release</u>. After the Judgment is final and Live Nation has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, all PAGA Members will be barred from asserting PAGA claims against Live Nation and HOB Entertainment, whether or not they exclude themselves from the settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the class settlement, cannot sue, continue to sue, or participate in any other claim for PAGA penalties against Live Nation, HOB Entertainment, and their related entities based on the PAGA Period facts alleged in the Action and resolved by this settlement.

    The PAGA Members' Release for Participating and Non-Participating Class Members are as follows:

    > In consideration for their Individual PAGA Payments, all PAGA Members will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, any and all claims for civil penalties under the PAGA against Live Nation, HOB Entertainment, and the Released Parties that arise out of or reasonably relate to the claims alleged in the Action or that could have been alleged based on the factual allegations in the Action, including but not limited to allegations that, during the PAGA Period, Live Nation and HOB Entertainment failed to: (1) pay minimum and straight time wages; (2) pay overtime wages; (3) provide

meal periods; (4) provide rest breaks; (5) provide sick leave; (6) provide accurate itemized wage statements; (7) pay all wages due upon separation of employment; (8) reimburse business expenses; (9) timely pay wages during employment; (10) maintain required records; (11) pay reporting time pay; (12) provide suitable seating; (13) calculate and pay sick pay at the regular rate of pay; (14) pay vested, accrued vacation at the regular rate of pay; (15) provide accrual of vacation wages and vacation pay; and (16) include non-discretionary incentive compensation in regular rate of pay; (17) conducted unlawful wage chargebacks; (18) secretly paid lower wages; and (19) maintained an unlawful rounding policy. The released claims include but are not limited to claims brought under California Labor Code sections 90.5, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 516, 551, 558, 558.1, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2100, 2699, 2699.3, 2699.5, 2800, 2802, and the applicable IWC Wage Orders, as well as claims under California Code of Civil Procedure sections 382 and 1021.5, and Civil Code sections 3287 and 3289 (the "Released PAGA Claims"). All PAGA Members who worked for Live Nation and HOB Entertainment during the PAGA Period will release the PAGA claims described herein and will receive a portion of the amount set aside as PAGA penalties (again, "Individual PAGA Payment"), regardless of whether they opt out of the class settlement.

4. 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 during the Class Period, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $__________ by the total number of pay periods worked by all PAGA Members during the PAGA Period, and (b) multiplying the result by the number of pay periods worked by each individual PAGA Member during the PAGA Period.

3. Workweek/Pay Period Challenges. The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Live Nation's or HOB Entertainment's records, are stated in the first page of this Notice. You have until _________ to challenge the number of workweek and/or pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

   You need to support your challenge by attaching copies of pay stubs or other records. The Administrator will accept Live Nation's calculation of workweek and/or pay periods based on Live Nation's 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 and/or pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Live Nation's Counsel. The Administrator's decision is final, subject to Court approval. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the class settlement (i.e., every Non-Participating Class Member who is a PAGA Member).

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 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS 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 *Knowles v. Live Nation Worldwide, Inc., et al.*, Case No. 23CV014270, 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. Your request for exclusion must be submitted to the Administrator by_________, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. 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 16 days before the _________ Final Approval Hearing, Plaintiff will file with the Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair, and requesting final approval of (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; (ii) the amount Plaintiff is requesting as a Class Representative Service Payment; and (iii) the amount that is requested to reimburse the Administrator. Upon reasonable request, Class Counsel (whose contact information is in Section 9 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 (url).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object. 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 as *Knowles v. Live Nation Worldwide, Inc., et al.*, Case No. 23CV014270, and include your name, current address, telephone number, and approximate dates of employment for Live Nation or HOB Entertainment and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, 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 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _________ at (time) in Department 23 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, California 95814. At the Hearing, the judge will decide whether to grant Final Approval of the settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) the hearing. 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.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Live Nation and Plaintiff have promised to do under the proposed settlement. The easiest way to read the Agreement, the Judgment or any other settlement documents is to go to the Administrator's website at ______________________ (url). 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.saccourt.ca.gov/indexes/new-portal-info.aspx) and entering the Case Number for the Action, 23CV014270. You can also make an appointment to personally review court documents in the Clerk's Office at the Gordon D. Schaber Courthouse by calling (916) 874-5522.

Class Counsel: Anthony J. Orshansky P. Bartholomew Quintans COUNSELONE, PC 9465 Wilshire Boulevard, Suite 300 Beverly Hills, California 90212 (310) 277-9945	Settlement Administrator: CPT Group, Inc. Email Address: Mailing Address: Telephone:

10. 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 should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. 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.

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

EXHIBIT 2

CounselOne
PROFESSIONAL CORPORATION

Anthony J. Orshansky
anthony@counselonegroup.com

310.277.9945 Tel
424.277.3727 Fax

September 5, 2023

<u>FILED VIA LWDA'S PAGA CLAIM NOTICE ONLINE FORM</u>
<u>COPY SENT VIA CERTIFIED U.S. MAIL, RETURN RECEIPT REQUESTED</u>

Labor & Workforce Development Agency
Attention: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

Live Nation Worldwide, Inc.
c/o Corporate Creations Network Inc., Agent
5901 W Century Blvd
Los Angeles, California 90045

Attn.: General Counsel
Live Nation Worldwide, Inc.
9348 Civic Center Drive
Beverly Hills, California 90210

Re: Jordan Knowles v. Live Nation Worldwide, Inc., et al. -- California Labor Code § 2699 Notice of Intent to File

Dear Sir or Madam:

Please be advised that this firm has been retained to represent Jordan Knowles ("Plaintiff"), individually and on behalf of other similarly situated employees working in California, in connection with wage-and-hour claims against Live Nation Worldwide, Inc. ("Defendant").[1] Please direct all communications regarding this matter to this office.

Plaintiff seeks penalties for Defendant's violations of the California Labor Code, which are recoverable under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code sections

[1] It is the law in California that, as owners and officers of the corporate employer, individual defendants are liable in their individual capacity for civil penalties, attorneys' fees, and litigation costs available to aggrieved employees pursuant to California Labor Code sections 558.1 and 1197.1. This rule was recently fortified in *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, where the California Court of Appeal held that the trial court did not err in holding the individual defendant liable, stating: "the language in both section 558(a) and section 1197.1(a) is broad enough to *unambiguously* include [the owner and CEO of the defendant employer] as a person *other than the corporate employer* subject to the civil penalties awarded by the trial court under those two statutes." (Emphasis in original).

2698 *et seq*., and all other remedies available under the PAGA. Plaintiff seeks such remedies on behalf of the State of California and all current and former hourly paid or non-exempt employees who worked for Defendant within the State of California ("Aggrieved Employees"). Significantly, in *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, the California Court of Appeal held employees may bring suits for Labor Code violations not personally affecting the named employees, so long as other employees experienced the violations. Nothing set forth herein is intended to waive any rights, claims, or causes of action on the part of Plaintiff and Aggrieved Employees. The purpose of this letter is to comply with PAGA's requirement to provide pre-filing notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant.

The Judicial Council of California (JCC)'s amended Emergency Rule 9 (effective May 29, 2020) provides: "Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020." The Advisory Committee Comment notes that: "Emergency rule 9 is intended to apply broadly to toll any statute of limitations on the filing of a pleading in court asserting a civil cause of action. The term "civil causes of action" includes special proceedings. (See Code Civ. Proc., §§ 312, 363 ["action," as used in title 2 of the code (Of the Time of Commencing Civil Actions) is construed "as including a special proceeding of a civil nature") . . . .] The rule also applies to statutes of limitations on filing of causes of action in court found in codes other than the Code of Civil Procedure." Accordingly, the relevant time period for the claims under the PAGA discussed herein is one year prior to the date of this letter plus the additional time during which the statute of limitations was tolled (pursuant to Emergency Rule 9 of the California Rules of Court) and ongoing.

As set forth herein, Defendant has violated and continue to violate, among other provisions, California Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 and Industrial Welfare Commission ("IWC") Wage Order Nos. 5-2001 and 10-2001.[2]

Plaintiff was employed by Defendant as an hourly paid, non-exempt employee in the State of California.

Defendant did not fully compensate Plaintiff and Aggrieved Employees because they were required to perform pre- and post-shift activities that were off the clock, as well as during meal periods and rest breaks. California law requires employers to pay non-exempt employees for all hours worked at the legal rate. Hours worked, as defined by the Industrial Welfare Commission, include all time an employee is subject to the employer's control and all time the employee is suffered or permitted to work, regardless of whether the employee is required to work or not. (IWC Wage Order No. 5-2001, subdivision 2 and IWC Wage Order No. 10-2001, subdivision 2.) Defendant, in contrast, did not compensate and in some situations undercompensated Aggrieved Employees for all hours worked, as set forth below.

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[2] Upon information and belief, Plaintiff alleges that IWC Wage Order Nos. 5-2001 and 10-2001 are applicable. However, Plaintiff reserves the right to amend and/or allege any other applicable IWC Wage Orders that may be deemed relevant after discovery.

Plaintiff and Aggrieved Employees were compelled to perform pre- and post-shift duties off the clock, resulting in uncompensated minimum and overtime wages. Because Plaintiff and Aggrieved Employees regularly worked full-time schedules, this off-the-clock work resulted in unpaid overtime; however, Plaintiff and Aggrieved Employees did not even receive straight pay for these off-the-clock hours—they received no pay at all. Defendant's inequitable rounding practices also contributed to the incidence of unpaid wages accrued by Plaintiff and Aggrieved Employees. Defendant willingly acquiesced to and willingly ratified the practice of off-the-clock work to minimize the incidence of reported overtime, thereby reducing labor costs.

Plaintiff and Aggrieved Employees also worked during meal periods as described herein. Hence, some of the unpaid meal period time constitutes off-the-clock hours resulting in further unpaid minimum wages (along with further unpaid overtime wages) owed to Plaintiff and Aggrieved Employees.

Further, the overtime that was paid to Plaintiff and Aggrieved Employees was short, as Defendant incorrectly calculated the regular rate of pay for purposes of calculating overtime because Defendant failed to include (1) non-discretionary forms of pay and/or (2) wage premiums or shift differential pay in regular rate of pay calculations.

California law states that employees must be paid at least the minimum wage fixed by the Commission, and that any payment of less than the minimum wage is unlawful. (*See* Labor Code §§ 1197, 1197.1.) Labor Code section 1194 entitles "any employee receiving less than the legal minimum wage…to recover in a civil action the unpaid balance of the full amount of this minimum wage." IWC Wage Order No. 5-2001 section 4 and IWC Wage Order No. 10-2001 section 4 also require employers to pay each employee at least minimum wage for all hours worked.

In addition to unpaid straight time, to the extent Plaintiff and Aggrieved Employees worked overtime hours, Defendant had a policy and/or practice of failing to pay all overtime owed due to, *inter alia*, the unaccounted overtime hours worked as a result of the off the clock time discussed *supra*. Labor Code section 510 sets forth the California requirement that employees must be paid overtime as follows:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

The IWC Wage Order(s) likewise mirror Labor Code section 510's overtime requirements and apply here. Moreover, Labor Code section 1198 provides that "[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." In accordance with Labor Code section 1194, Plaintiff and Aggrieved Employees could not agree to work for an amount less than the minimum wage and overtime compensation required by state law.

As a result, Plaintiff and Aggrieved Employees were deprived of all overtime wages whenever they worked in excess of eight (8) hours in any workday, and/or forty (40) hours in a workweek, in violation of Labor Code sections 510 and 1194.

Moreover, there are compliance issues *vis-à-vis* Plaintiff and Aggrieved Employees' meal periods—some were late, missed, short, interrupted, and/or rounded. Labor Code sections 226.7 and 512, as well as section 11 of IWC Wage Order Nos. 5-2001 and 10-2001, mandate the following for meal periods: "(1) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, and (2) an employer may not employ an employee for a work period of more than ten (10) hours per day without providing a second meal period of not less than 30 minutes." Further, on February 25, 2021, in *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, the California Supreme Court reversed the Fourth Appellate District court's previous opinion and set forth two clear rules: (1) employers are not permitted to round time records when determining if employees are entitled to meal premium pay, and (2) it is the employer's burden to show that compliant meal periods were provided to employees if the time records show otherwise. Here, Plaintiff and Aggrieved Employees did not receive compliant meal periods within the first five (5) hours of their work and did not receive compliant second meal periods when working shifts of ten (10) hours or more. As a result, Plaintiff and Aggrieved Employees are entitled to receive premium pay in the form of one additional hour of pay at their regular rate of pay for the non-compliant meal periods. (*See Ferra v. Loews Hollywood Hotel* (2021) 11 Cal.5th 858; Labor Code § 226.7; IWC Wage Order No. 5-2001 section 11; IWC Wage Order No. 10-2001 section 11.)

In the same way, Defendant caused Plaintiff's and Aggrieved Employees' rest breaks, which were supposed to be off-duty and timely, to be late, short, interrupted, and missed. Rest breaks must be paid and consist of ten (10) minutes net rest time per four (4) hours or a major fraction thereof. Defendant did not provide rest breaks to Plaintiff and Aggrieved Employees as required by California law. In *Augustus v. ABM Security Services Inc*. (2016) 2 Cal.5th 257, the California Supreme Court held that employees must be relieved of all duties during rest breaks pursuant to Labor Code section 226.7. The Court expressly rejected the employer's assertion that it could provide an on-duty rest period to employees who worked as security guards and further explained "that employers [must] relinquish any control over how employees spend their break time, and relieve their employees of all duties." (*Augustus*, *supra*, 2 Cal.5th at p. 273.) The Court found that the Wage Orders and the Labor Code require employers to "relinquish control over how employees spend their time" and "relieve employees of all duties" during employees' 10-minute rest periods. On-duty rest breaks are prohibited. Labor Code section 226.7 entitles Plaintiff and Aggrieved Employees to premium pay in the form of one additional hour of pay at their regular rate of pay for each non-compliant rest break. (*See Ferra v. Loews Hollywood Hotel* (2021) 11 Cal.5th 858.)

Defendant did not make premium payments for each non-compliant meal and rest break it failed to provide, as required under Labor Code section 226.7. Further, any premium payment that was paid to Plaintiff and Aggrieved Employees was short, as Defendant incorrectly calculated the regular rate of pay for purposes of calculating premium pay because Defendant failed to (1) include non-discretionary forms of pay in regular rate calculations and/or (2) factor in wage premiums or shift differential pay in regular rate calculations.

Defendant failed to provide paid sick leave that Plaintiff and Aggrieved Employees were entitled to under Labor Code section 246.

Labor Code section 246 states that any employee who works thirty or more days within a year from the commencement of employment is entitled to paid sick days as provided in that section, and may begin using those accrued sick days beginning on the ninetieth day of employment. An employee shall accrue paid sick days at the rate of not less than one hour per every thirty hours worked, and shall accrue no less than twenty-four hours of paid sick leave by the 120th calendar day of employment or each calendar year, or in each twelve-month period. Accrued paid sick days may be carried over to the following year of employment.

Defendant withheld from Plaintiff and Aggrieved Employees their accrued paid sick time, in violation of Labor Code section 246. As a direct and proximate cause of that violation, Plaintiff and Aggrieved Employees suffered injury, and therefore seek penalties under the PAGA.

Defendant further failed to provide accurate itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Labor Code sections 226(a)(1), (2), (5), and (9). Due to Defendant's failure to, *inter alia*, capture off-the-clock work, pay all minimum and overtime wages, and provide lawful meal and rest breaks or make premium payments in lieu thereof, the wage statements issued by Defendant, at a minimum, do not indicate the correct amount of gross wages earned, the correct total hours worked, the correct net wages earned, or the applicable and/or correct hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate for Plaintiff and Aggrieved Employees, in violation of Labor Code sections 226(a)(1), (2), (5), and (9). Hence, the wage statements issued by Defendant are fatally noncompliant.

Pursuant to Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and wages paid to employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. Defendant has intentionally and willfully failed to keep accurate and complete records showing the hours worked daily by and wages paid to Plaintiff and Aggrieved Employees, in violation of Labor Code section 1174.

Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Defendant did not provide all wages due to Plaintiff and Aggrieved Employees at the time of their separation because it did not pay them the amounts due and owing (as alleged above) at the time of termination or within seventy-two (72) hours of their resignation. Therefore, waiting-time penalties are triggered and Plaintiff and Aggrieved Employees are entitled to continuing wages as provided by Labor Code section 203.

Further, Labor Code section 204 expressly requires that "[a]ll wages…earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." Pursuant to Labor Code section 204(d), these requirements are "deemed satisfied by the payment of wages for weekly, biweekly or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." Due to Defendant's failure to pay Plaintiff and Aggrieved Employees in compliance with the Labor Code as described above, Defendant failed to timely pay Plaintiff and Aggrieved Employees within seven (7) days of the close of the payroll period in accordance with Labor Code section 204 on a regular and consistent basis.

Labor Code section 2802(a) provides that an employer must reimburse employees for all necessary expenditures that employees incur in discharging their duties. There is a strong public policy in favor of indemnifying employees for expenses incurred in the course and scope of their employment. (*Edwards v. Arthur Andersen LLP* (2008) 44 Cal.4th 937, 952.) To further this public policy, reimbursed amounts must be clearly identifiable on the employee's pay stub. (*Gattuso v. HarteHanks Shoppers, Inc.* (2007) 42 Cal.4th 554, 572.) "Necessary" in the context of expense reimbursement means reasonable under the circumstances; it does not mean, as it sometimes does in lay speech, inevitable. (*See Gattuso*, *supra*, 42 Cal.4th at p. 568; *Grissom v. Vons Companies, Inc.* (1991) 1 Cal.App.4th 52, 58 [holding employee may be entitled to reimbursement for independent legal counsel even where employer had retained other legal counsel].)

Plaintiff and Aggrieved Employees were required to incur necessary business expenses without reimbursement. For example, Plaintiff and Aggrieved Employees were required to use their personal cell phones for a variety of work-related activities, including communicating with co-workers and supervisors. Despite requiring Plaintiff and Aggrieved Employees to use their personal cell phones for these activities, Defendant failed to reimburse them for these necessary business expenses, in violation of Labor Code section 2802. (*See* Labor Code § 2802(a) ["An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."]; *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.) Therefore, because Plaintiff and Aggrieved Employees incurred necessary business expenses in the scope of their employment but were not reimbursed, Defendant is liable under Labor Code section 2802(a).

Pursuant to Labor Code section 2699.3(a), please advise within sixty (60) calendar days of this notice whether the LWDA intends to investigate and/or bring an action itself for the violations alleged above. We understand that if we do not receive a response within sixty-five (65) calendar days of this notice, Plaintiff—individually and on behalf of other similarly situated Aggrieved Employees—and the State of California may recover penalties pursuant to Labor Code section 2699.

Sincerely,
CounselOne, PC

Anthony J. Orshansky

Filing Fee (Submitted Electronically)
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

CounselOne
PROFESSIONAL CORPORATION

Anthony J. Orshansky
anthony@counselonegroup.com

310.277.9945 Tel
424.277.3727 Fax

June 18, 2025

FILED VIA LWDA'S PAGA CLAIM NOTICE ONLINE FORM
COPY SENT VIA CERTIFIED U.S. MAIL, RETURN RECEIPT REQUESTED

Labor & Workforce Development Agency
Attention: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

Chris A. Jalian, Esq.
Paul Hastings LLP
515 South Flower Street, Twenty-Fifth Floor
Los Angeles, California 90071

Attn.: General Counsel
HOB Entertainment, LLC
9348 Civic Center Drive
Beverly Hills, California 90210

HOB Entertainment, LLC
c/o Corporate Creations Network Inc.
7801 Folsom Boulevard Suite 202
Sacramento, California 95826

Re: Jordan Knowles v. Live Nation Worldwide, Inc., et al. -- California Labor Code § 2699 Amended Notice of Intent to File; LWDA-CM-979674-23

Dear Sir or Madam:

Please be advised that this firm has been retained to represent Jordan Knowles ("Plaintiff"), individually and on behalf of other similarly situated employees working in California, in connection with wage-and-hour claims against Live Nation Worldwide, Inc. and HOB Entertainment, LLC ("Defendants").[1] Please direct all communications regarding this matter to this office.

[1] It is the law in California that, as owners and officers of the corporate employer, individual defendants are liable in their individual capacity for civil penalties, attorneys' fees, and litigation costs available to aggrieved employees pursuant to California Labor Code sections 558.1 and 1197.1. This rule was recently fortified in *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, where the California Court of Appeal held that the trial court did not err in holding the individual defendant liable, stating: "the language in both section 558(a) and section 1197.1(a) is broad enough to *unambiguously* include [the owner and CEO of the defendant employer] as a person *other than the corporate employer* subject to the civil penalties awarded by the trial court under those two statutes." (Emphasis in original).

Plaintiff seeks penalties for Defendants' violations of the California Labor Code, which are recoverable under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2698 *et seq*., and all other remedies available under the PAGA. Plaintiff seeks such remedies on behalf of the State of California and all current and former hourly paid or non-exempt employees who worked for Defendants within the State of California ("Aggrieved Employees"). Significantly, in *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, the California Court of Appeal held employees may bring suits for Labor Code violations not personally affecting the named employees, so long as other employees experienced the violations. Nothing set forth herein is intended to waive any rights, claims, or causes of action on the part of Plaintiff and Aggrieved Employees. The purpose of this letter is to comply with PAGA's requirement to provide pre-filing notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants.

The Judicial Council of California (JCC)'s amended Emergency Rule 9 (effective May 29, 2020) provides: "Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020." The Advisory Committee Comment notes that: "Emergency rule 9 is intended to apply broadly to toll any statute of limitations on the filing of a pleading in court asserting a civil cause of action. The term "civil causes of action" includes special proceedings. (See Code Civ. Proc., §§ 312, 363 ["action," as used in title 2 of the code (Of the Time of Commencing Civil Actions) is construed "as including a special proceeding of a civil nature") . . . .] The rule also applies to statutes of limitations on filing of causes of action in court found in codes other than the Code of Civil Procedure." Accordingly, the relevant time period for the claims under the PAGA discussed herein is one year prior to the date of this letter plus the additional time during which the statute of limitations was tolled (pursuant to Emergency Rule 9 of the California Rules of Court) and ongoing.

As set forth herein, Defendants have violated and continue to violate, among other provisions, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802 and Industrial Welfare Commission ("IWC") Wage Order Nos. 5-2001 and 10-2001.[2]

Plaintiff was employed by Defendants as an hourly paid, non-exempt employee in the State of California.

Defendants did not fully compensate Plaintiff and Aggrieved Employees because they were required to perform pre- and post-shift activities that were off the clock, as well as during meal periods and rest breaks. California law requires employers to pay non-exempt employees for all hours worked at the legal rate. Hours worked, as defined by the Industrial Welfare Commission, include all time an employee is subject to the employer's control and all time the employee is suffered or permitted to work, regardless of whether the employee is required to work or not. (IWC Wage Order No. 5-2001, subdivision 2 and IWC Wage Order No. 10-2001, subdivision 2.) Defendants, in contrast, did not compensate and in some situations undercompensated Aggrieved Employees for all hours worked, as set forth below.

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[2] Upon information and belief, Plaintiff alleges that IWC Wage Order Nos. 5-2001 and 10-2001 are applicable. However, Plaintiff reserves the right to amend and/or allege any other applicable IWC Wage Orders that may be deemed relevant after discovery.

Plaintiff and Aggrieved Employees were compelled to perform pre- and post-shift duties off the clock, resulting in uncompensated minimum and overtime wages. Because Plaintiff and Aggrieved Employees regularly worked full-time schedules, this off-the-clock work resulted in unpaid overtime; however, Plaintiff and Aggrieved Employees did not even receive straight pay for these off-the-clock hours—they received no pay at all. Defendants' inequitable rounding practices also contributed to the incidence of unpaid wages accrued by Plaintiff and Aggrieved Employees. Defendants willingly acquiesced to and willingly ratified the practice of off-the-clock work to minimize the incidence of reported overtime, thereby reducing labor costs.

Plaintiff and Aggrieved Employees also worked during meal periods as described herein. Hence, some of the unpaid meal period time constitute off-the-clock hours resulting in further unpaid minimum wages (along with further unpaid overtime wages) owed to Plaintiff and Aggrieved Employees.

Further, the overtime that was paid to Plaintiff and Aggrieved Employees was short, as Defendants incorrectly calculated the regular rate of pay for purposes of calculating overtime because Defendants failed to include (1) non-discretionary forms of pay and/or (2) wage premiums or shift differential pay in regular rate of pay calculations.

California law states that employees must be paid at least the minimum wage fixed by the Commission, and that any payment of less than the minimum wage is unlawful. (*See* Labor Code §§ 1197, 1197.1.) Labor Code section 1194 entitles "any employee receiving less than the legal minimum wage…to recover in a civil action the unpaid balance of the full amount of this minimum wage." IWC Wage Order No. 5-2001 section 4 and IWC Wage Order No. 10-2001 section 4 also require employers to pay each employee at least minimum wage for all hours worked.

In addition to unpaid straight time, to the extent Plaintiff and Aggrieved Employees worked overtime hours, Defendants had a policy and/or practice of failing to pay all overtime owed due to, *inter alia*, the unaccounted overtime hours worked as a result of the off the clock time discussed *supra*. Labor Code section 510 sets forth the California requirement that employees must be paid overtime as follows:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

The IWC Wage Order(s) likewise mirror Labor Code section 510's overtime requirements and apply here. Moreover, Labor Code section 1198 provides that "[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." In accordance with Labor Code section 1194, Plaintiff and Aggrieved Employees could not agree to work for an amount less than the minimum wage and overtime compensation required by state law.

As a result, Plaintiff and Aggrieved Employees were deprived of all overtime wages whenever they worked in excess of eight (8) hours in any workday, and/or forty (40) hours in a workweek, in violation of Labor Code sections 510 and 1194.

Moreover, there are compliance issues *vis-à-vis* Plaintiff and Aggrieved Employees' meal periods—some were late, missed, short, interrupted, and/or rounded. Labor Code sections 226.7 and 512, as well as section 11 of IWC Wage Order Nos. 5-2001 and 10-2001, mandate the following for meal periods: "(1) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, and (2) an employer may not employ an employee for a work period of more than ten (10) hours per day without providing a second meal period of not less than 30 minutes." Further, on February 25, 2021, in *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, the California Supreme Court reversed the Fourth Appellate District court's previous opinion and set forth two clear rules: (1) employers are not permitted to round time records when determining if employees are entitled to meal premium pay, and (2) it is the employer's burden to show that compliant meal periods were provided to employees if the time records show otherwise. Here, Plaintiff and Aggrieved Employees did not receive compliant meal periods within the first five (5) hours of their work and did not receive compliant second meal periods when working shifts of ten (10) hours or more. As a result, Plaintiff and Aggrieved Employees are entitled to receive premium pay in the form of one additional hour of pay at their regular rate of pay for the non-compliant meal periods. (*See Ferra v. Loews Hollywood Hotel* (2021) 11 Cal.5th 858; Labor Code § 226.7; IWC Wage Order No. 5-2001 section 11; IWC Wage Order No. 10-2001 section 11.)

In the same way, Defendants caused Plaintiff's and Aggrieved Employees' rest breaks, which were supposed to be off-duty and timely, to be late, short, interrupted, and missed. Rest breaks must be paid and consist of ten (10) minutes net rest time per four (4) hours or a major fraction thereof. Defendants did not provide rest breaks to Plaintiff and Aggrieved Employees as required by California law. In *Augustus v. ABM Security Services Inc*. (2016) 2 Cal.5th 257, the California Supreme Court held that employees must be relieved of all duties during rest breaks pursuant to Labor Code section 226.7. The Court expressly rejected the employer's assertion that it could provide an on-duty rest period to employees who worked as security guards and further explained "that employers [must] relinquish any control over how employees spend their break time, and relieve their employees of all duties." (*Augustus*, *supra*, 2 Cal.5th at p. 273.) The Court found that the Wage Orders and the Labor Code require employers to "relinquish control over how employees spend their time" and "relieve employees of all duties" during employees' 10-minute rest periods. On-duty rest breaks are prohibited. Labor Code section 226.7 entitles Plaintiff and Aggrieved Employees to premium pay in the form of one additional hour of pay at their regular rate of pay for each non-compliant rest break. (*See Ferra v. Loews Hollywood Hotel* (2021) 11 Cal.5th 858.)

Defendants did not make premium payments for each non-compliant meal and rest break they failed to provide, as required under Labor Code section 226.7. Further, any premium payment that was paid to Plaintiff and Aggrieved Employees was short, as Defendants incorrectly calculated the regular rate of pay for purposes of calculating premium pay because Defendants failed to (1) include non-discretionary forms of pay in regular rate calculations and/or (2) factor in wage premiums or shift differential pay in regular rate calculations.

Defendants failed to provide paid sick leave that Plaintiff and Aggrieved Employees were entitled to under Labor Code section 246.

Labor Code section 246 states that any employee who works thirty or more days within a year from the commencement of employment is entitled to paid sick days as provided in that section, and may begin using those accrued sick days beginning on the ninetieth day of employment. An employee shall accrue paid sick days at the rate of not less than one hour per every thirty hours worked, and shall accrue no less than twenty-four hours of paid sick leave by the 120th calendar day of employment or each calendar year, or in each twelve-month period, and no less than forty hours of paid sick leave by the 200th calendar day of employment or each calendar year, or in each twelve-month period. Accrued paid sick days may be carried over to the following year of employment.

Defendants withheld from Plaintiff and Aggrieved Employees their accrued paid sick time, in violation of Labor Code section 246. As a direct and proximate cause of that violation, Plaintiff and Aggrieved Employees suffered injury, and therefore seek penalties under the PAGA.

Defendants further failed to provide accurate itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Labor Code sections 226(a)(1), (2), (5), and (9). Due to Defendants' failure to, *inter alia*, capture off-the-clock work, pay all minimum and overtime wages, and provide lawful meal and rest breaks or make premium payments in lieu thereof, the wage statements issued by Defendants, at a minimum, do not indicate the correct amount of gross wages earned, the correct total hours worked, the correct net wages earned, or the applicable and/or correct hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate for Plaintiff and Aggrieved Employees, in violation of Labor Code sections 226(a)(1), (2), (5), and (9). Hence, the wage statements issued by Defendants are fatally noncompliant.

Pursuant to Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and wages paid to employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. Defendants have intentionally and willfully failed to keep accurate and complete records showing the hours worked daily by and wages paid to Plaintiff and Aggrieved Employees, in violation of Labor Code section 1174.

Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Defendants did not provide all wages due to Plaintiff and Aggrieved Employees at the time of their separation because it did not pay them the amounts due and owing (as alleged above) at the time of termination or within seventy-two (72) hours of their resignation. Therefore, waiting-time penalties are triggered and Plaintiff and Aggrieved Employees are entitled to continuing wages as provided by Labor Code section 203.

Further, Labor Code section 204 expressly requires that "[a]ll wages…earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." Pursuant to Labor Code section 204(d), these requirements are "deemed satisfied by the payment of wages for weekly, biweekly or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." Due to Defendants' failure to pay Plaintiff and Aggrieved Employees in compliance with the Labor Code as described above, Defendants failed to timely pay Plaintiff and Aggrieved Employees within seven (7) days of the close of the payroll period in accordance with Labor Code section 204 on a regular and consistent basis.

Labor Code section 2802(a) provides that an employer must reimburse employees for all necessary expenditures that employees incur in discharging their duties. There is a strong public policy in favor of indemnifying employees for expenses incurred in the course and scope of their employment. (*Edwards v. Arthur Andersen LLP* (2008) 44 Cal.4th 937, 952.) To further this public policy, reimbursed amounts must be clearly identifiable on the employee's pay stub. (*Gattuso v. HarteHanks Shoppers, Inc.* (2007) 42 Cal.4th 554, 572.) "Necessary" in the context of expense reimbursement means reasonable under the circumstances; it does not mean, as it sometimes does in lay speech, inevitable. (*See Gattuso*, *supra*, 42 Cal.4th at p. 568; *Grissom v. Vons Companies, Inc*. (1991) 1 Cal.App.4th 52, 58 [holding employee may be entitled to reimbursement for independent legal counsel even where employer had retained other legal counsel].)

Plaintiff and Aggrieved Employees were required to incur necessary business expenses without reimbursement. For example, Plaintiff and Aggrieved Employees were required to use their personal cell phones for a variety of work-related activities, including communicating with co-workers and supervisors. Despite requiring Plaintiff and Aggrieved Employees to use their personal cell phones for these activities, Defendants failed to reimburse them for these necessary business expenses, in violation of Labor Code section 2802. (*See* Labor Code § 2802(a) ["An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."]; *See* Labor Code § 2800 ["An employer shall in all cases indemnify his employee for losses caused by the employer's want of ordinary care."]; *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.) Therefore, because Plaintiff and Aggrieved Employees incurred necessary business expenses in the scope of their employment but were not reimbursed, Defendants are liable under Labor Code section 2802(a).

Pursuant to Labor Code section 2699.3(a), please advise within sixty (60) calendar days of this notice whether the LWDA intends to investigate and/or bring an action itself for the violations alleged above. We understand that if we do not receive a response within sixty-five (65) calendar days of this notice, Plaintiff—individually and on behalf of other similarly situated Aggrieved Employees—and the State of California may recover penalties pursuant to Labor Code section 2699.

Sincerely,
CounselOne, PC

Anthony J. Orshansky