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Attorneys for Plaintiff Maurice Mack,
on behalf of himself, all others similarly situated,
and the general public,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

MAURICE MACK, on behalf of himself and all others similarly situated and on behalf of the general public, Plaintiff, v. KOBO EVENTS LLC, a California limited liability company, doing business as 4DIAMOND EVENTS and TITANIUM, and DOES 1 through 10, inclusive, Defendant.	Case No. 37-2024-00004372-CU-MC-CTL Assigned to Hon. Mark T. Cumba, Dept. C-65 **SUPPLEMENTAL DECLARATION OF EVAN S. GAINES IN SUPPORT OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** **Date: May 29, 2026** **Time: 8:30 a.m.** **Dept.: C-65** *Complaint Filed: January 16, 2024*

SUPPLEMENTAL DECLARATION OF EVAN S. GAINES

I, EVAN S. GAINES, hereby declare and state as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am the principal of Gaines Law Corporation, counsel for Plaintiff Maurice Mack ("Plaintiff") and proposed Class Counsel in this action. I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could and would do so competently.

Tentative Ruling

2. On May 8, 2026, the Court issued a tentative ruling regarding Plaintiff's Motion For Preliminary Approval Of Class And Representative Action Settlement and requested minor changes to the Parties' settlement agreement. A true and correct copy of the tentative ruling is attached as **Exhibit A**.

Amended Settlement Agreement and Release of Claims

3. The Parties have met and conferred and executed an Amended Settlement Agreement and Release of Claims ("Amended Settlement")—attached hereto as **Exhibit B**— that changes the following items in accordance with the tentative ruling:

a. The reference to a First Amended Complaint has been excised from the releases.

b. The Exhibits have been correctly labeled as Exhibit 1 and Exhibit 2.

c. The Amended Settlement and Class Notice (Exhibit 1 to the Amended Settlement) have been amended to identify the correct judicial offer for this Action.

Settlement of Claims Pursuant to Labor Code § 2699 *et seq.* (PAGA)

4. Concurrently with the filing of this Motion, I am transmitting the Settlement Agreement (and these approval documents) to the LWDA, in compliance with Labor Code § 2699(l)(2). Evidence of submission is attached hereto as **Exhibit C**.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on May 20, 2026 at Westlake Village, California.

EVAN S. GAINES

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE

TENTATIVE RULING

HEARING DATE: 5/8/2026

JUDICIAL OFFICER: MARK T. CUMBA

CASE NO.: 37-2024-00004372-CU-MC-CTL

CASE TITLE: Mack vs Kobo Events LLC [E-FILE]

Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement (ROA 22) is **CONTINUED to May 29, 2026 at 8:30 a.m.**

The court notes several minor errors in the proposed Settlement Agreement and proposed Class Notice. The releases in the proposed Settlement Agreement refer to a First Amended Complaint. (Gaines Decl. at Exh. B, ¶¶ D.3. and D. 4.) However, no amended complaint was ever filed in this action; the initial Complaint is the operative Complaint. The Settlement Agreement's exhibits were also mislabeled; they are referred to in the agreement as Exhibits 1 and 2 but were attached as Exhibits A and B to the Settlement Agreement, which itself was attached as Exhibit B to Plaintiff's counsel's declaration. (*Id*. at ¶ E.2.) The proposed class notice also erroneously refers to a First Amended Complaint and incorrectly identifies the assigned judicial officer as Robert Longstreth.

The parties are to meet and confer regarding these errors. Plaintiff may file and serve any amended papers on or before **May 20, 2026**.

The court further notes Plaintiff's counsel's declaration (ROA 25) was not properly bookmarked. "[E]lectronic exhibits must include electronic bookmarks with links to the first page of each exhibit and with bookmark titles that identify the exhibit number or letter and briefly describe the exhibit." (Cal. R. Court, rule 3.1110(f)(4); see also San Diego Superior Court Local Rules, Rule 2.1.4.1.C. (same).) Plaintiff and his counsel are to comply with all court rules going forward. "Failure to comply with [these] requirements may result in the documents being rejected or not considered by the court." (San Diego Superior Court Local Rules, Rule 2.1.4.1; see also SDSC CIV-409.)

EXHIBIT B

EVAN S. GAINES, ESQ. SBN 287668
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Attorneys for Plaintiff Maurice Mack,
on behalf of himself, all others similarly situated,
and the general public,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

MAURICE MACK, on behalf of himself and all others similarly situated and on behalf of the general public, Plaintiff, v. KOBO EVENTS LLC, a California limited liability company, doing business as 4DIAMOND EVENTS and TITANIUM, and DOES 1 through 10, inclusive, Defendants.	CASE NO: 37-2024-00004372-CU-MC-CTL *Assigned to the Hon. Hon. Mark T. Cumba, Dept. C-65* **AMENDED SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS** *Complaint filed: January 16, 2024*

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Settlement Agreement") is made and entered into by and between Plaintiff Maurice Mack ("Mack," "Plaintiff," or "Class Representative"), individually and on behalf of all others similarly situated, and Defendant KOBO EVENTS LLC, a California limited liability company, doing business as 4DIAMOND EVENTS and TITANIUM ("Defendant"), subject to the terms and conditions herein and the Court's approval.

A. Definitions.

1. Plaintiff, the Settlement Class (as defined below), Aggrieved Employees and Defendant are collectively referred to herein as "the Parties."

2. Evan S. Gaines of Gaines Law Corporation is counsel of record for Plaintiff Maurice Mack. For purposes of this Settlement Agreement only, Gaines Law Corporation shall be designated as "Class Counsel."

3. The "Action" means *Maurice Mack v. Kobo Events LLC,* San Diego County Superior Court Case. No. 37-2024-00004372-CU-MC-CTL (the "Action").

4. The "Settlement Class" shall be defined as "all non-exempt employees of Defendant KOBO EVENTS LLC in California at any time between January 16, 2020 and March 28, 2025. Defendant represents that this Class contains no more than approximately 315 Class Members who worked no more than 8,000 workweeks during the Class Period (defined below).

5. The "Class Period" shall be defined as the time period between January 16, 2020 and March 28, 2025.

6. The "Aggrieved Employees" shall be defined as "all non-exempt employees of Defendant KOBO EVENTS LLC in California at any time between October 5, 2022 and the March 28, 2025 (the "PAGA Period").

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7. Members of the Settlement Class shall collectively be referred to as a "Class Member" or "Class Members." Any Class Member who files a timely request for exclusion, as detailed below, will be excluded from the final Settlement Class.

8. The "Effective Date" is defined as the date the Court signs an order granting final approval of the settlement and entering judgment thereon (the "Effective Date") If objections to the settlement are filed that are not subsequently withdrawn, the Effective Date of the settlement is the sixty-fifth (65th) day after notice of the final approval order is mailed, unless an appeal is filed, in which case the Effective Date is the day after (1) the settlement is upheld by the Court of Appeals, or (2) all appeals are dismissed.

B. General.

1. On October 5, 2023, Plaintiff Mack exhausted the pre-filing requirements of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

2. On January 16, 2024, Plaintiff Mack initiated his Action in the San Diego County Superior Court by filing a Class and Representative Action Complaint, pursuant to PAGA, on behalf of himself, all others similarly situated, on behalf of the general public, and Aggrieved Employees.

3. As set forth in the Complaint, the Action asserts claims against Defendant for (1) failure to pay all minimum and overtime wages due (Labor Code §§ 510, 1174, 1174.5, 1194, 1194.2, and 1198;); (2) failure to provide compliant rest periods or correct compensation in lieu thereof (Labor Code § 226.7; IWC Wage Order 4-2001); (3) failure to provide compliant meal periods or correct compensation in lieu thereof (Labor Code §§ 226.7, 512, 1174, 1174.5, and 1198; IWC Wage Order 4-2001); (4) failure to reimburse all business-related expenses (Labor Code § 2802); (5) failure to provide access to payroll records (Labor Code § 226(c)); (6) failure to provide access to personnel records (Labor Code §§ 432 and 1198.5); (7) failure to comply with itemized employee wage statement provisions (Labor Code § 226(a), (e)); (8) failure to timely pay wages due at the separation of employment (Labor Code §§ 201-203 and 227.3); (9) violation of Business and Professions Code § 17200 for underlying violations of the Labor Code as set forth in the Action;

and (10) civil penalties pursuant to PAGA for underlying violations of the Labor Code as set forth in the Action.

4. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further denies that the Action is appropriate for class treatment for any purpose other than this settlement. Defendant contends that it has complied at all times with the California Labor Code. It is Defendant's position that, if this case were to be litigated, class certification would be inappropriate because Plaintiff is not an adequate Class Representative, Plaintiff's claims are not typical of putative class members, and individual issues predominate over class issues, among other defenses. The Action, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement Agreement (i) shall not be used as an admission, or as evidence of wrongdoing by the Defendant, or for any other purpose whatsoever; (ii) shall not be an admission or evidence of fault on behalf of Defendant in any action before a civil court, criminal court, administrative agency of any type, or other tribunal; and (iii) shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for class certification in the Action or with respect to any other proceeding whatsoever.

5. The Class Representative contends that Defendant violated the California Labor Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class certification.

6. Class Counsel represent that they have conducted a thorough investigation into the facts and law during the prosecution of this class action case, including the exchange of extensive formal and informal discovery and the review and verification of statistical data and other facts and information provided by Defendant. Counsel for the Parties also represent that they have investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiff and potential defenses thereto, and the damages and other losses claimed by Plaintiff.

7. On March 28, 2025, following their exchange of information and documents regarding the Settlement Class and the claims and defenses asserted by the Parties, the Parties engaged in arm's-length negotiations with the assistance of an experienced wage and hour

mediator, Michael Ludwig, Esq., where the Parties were able to reach the resolution of the Action set forth herein.

8. Based on his own independent investigation and evaluation, Class Counsel is of the opinion (and will so represent to the Court) that settlement for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses asserted by Defendant. Defendant and its counsel also agree (and will so represent to the Court) that this settlement is fair and in the best interest of the Settlement Class.

9. The Parties agree that the Settlement Class described herein may be certified for settlement purposes only and that any motion for approval seeking, *inter alia*, certification of the Settlement Class is for purposes of the settlement only. If for any reason the settlement is not approved, the certification will have no force or effect and will immediately be revoked. The Parties further agree that certification for purposes of the settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation and that evidence of this limited Settlement Agreement for settlement purposes only will not be admissible for any purpose in this or any other proceeding.

C. Terms of Settlement.

1. The financial terms of the Settlement Agreement are as follows:

(a) **Gross Settlement Amount**: The Parties agree to settle the Action for a Gross Settlement Amount of **Two Hundred Fifty Thousand Dollars** ($250,000) ("the Gross Settlement Amount"), subject to any increase based on the escalator provision in paragraph H(16) herein. The Gross Settlement Amount includes the attorneys' fees of Class Counsel; litigation costs and expenses (which includes, without limitation, all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the settlement, providing any notices required as part of the settlement, securing Court approval of the settlement, and obtaining judgment in the Action); the Service Payment to the Class Representative, as approved by the Court; the payment to the California Labor and Workforce Development Agency ("LWDA"); and all costs of administration, including, without limitation, settlement administration fees and expenses. All employer payroll tax obligations due on wage payments made from the Net Settlement Proceeds shall be paid by Defendant separately and apart from, and in addition to, the Gross Settlement Amount.

(b) **Net Settlement Proceeds**: "Net Settlement Proceeds" is defined as the Gross Settlement Amount less the amounts approved and awarded by the Court for: attorneys' fees and documented litigation costs and expenses incurred or advanced by Class Counsel; the Service Payment to the Class Representative; the payment to the LWDA pursuant to PAGA; and the costs of administering the settlement.

(c) **Calculation of the Individual Payment Amounts**: "Individual Payment Amount" means the portion of the Net Settlement Proceeds distributable to each Class Member who participates in the Class Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee, whether they participate in the Class Settlement or not. As to participating Class Members, the class portion of the Individual Payment Amount will be determined by dividing the Net Settlement Proceeds, less the $5,000 PAGA allocation, by the total number of weeks worked by the entire Settlement Class during the Class Period, net of opt outs, resulting in the class workweek value; and then multiplying the class workweek value by the number of weeks worked by each participating Class Member during the Class Period. As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amount will be determined by dividing the PAGA settlement amount ($5,000) by the total number of weeks worked by all Aggrieved Employees during the PAGA Period, resulting in the PAGA workweek value; and then multiplying the PAGA workweek value by the number of weeks worked by each Aggrieved Employee during the PAGA Period.

(d) For tax purposes, the class portion of each Individual Payment Amount will be apportioned (a) 20% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); and (b) 80% equally as penalties and interest (reported on an IRS Form 1099, if required). The PAGA portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to

Class Members and Aggrieved Employees will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

(e) **PAGA Payments**: The Parties agree that Twenty Thousand Dollars ($20,000) shall be allocated to settle Plaintiff' claims brought pursuant to PAGA. Of this amount, Seventy-Five percent (75%), or Fifteen Thousand Dollars ($15,000), shall be paid to the LWDA, and the remaining Twenty-Five percent (25%), or Five Thousand Dollars ($5,000), shall be paid to Aggrieved Employees as part of the Net Settlement Proceeds.

(f) **Service Payment and General Release Payment to Class Representative**: The amount awarded to the Class Representative as a Service Payment and in exchange for a general release, as set forth in Paragraph D(2), below, will be set by the Court in its discretion, not to exceed Ten Thousand Dollars ($10,000). This amount will be deducted from the Gross Settlement Amount. An IRS Form 1099 will be issued to the Class Representative for his Service Payment. Defendant agrees not to dispute or otherwise object to the Service Payment if Plaintiff requests $10,000 or less.

(g) **Attorneys' Fees**: An award to Class Counsel of attorneys' fees will be deducted from the Gross Settlement Amount in an amount to be set by the Court taking into account the settlement award that has been made available for the Settlement Class by the efforts of Class Counsel. The amount awarded shall not exceed 33 1/3% of the Gross Settlement Amount (i.e., Eighty-Three Thousand Three Hundred Thirty-Three Dollars And Thirty-Three Cents ($83,333.33)). An IRS Form 1099 will be issued to Class Counsel with respect to its award of attorneys' fees. Defendant agrees not to dispute or otherwise object to the attorneys' fee award requested by Class Counsel so long as the request does not exceed 33 1/3% of the Gross Settlement Amount.

(h) **Attorneys' Costs and Expenses**: Class Counsel will be reimbursed from the Gross Settlement Amount in an amount to be set by the Court for documented out-of-pocket litigation costs and expenses, not to exceed Twelve Thousand Dollars ($12,000). An IRS Form 1099 will be issued to Class Counsel with respect to its award of costs and expenses. Defendant agrees not to dispute or otherwise object to the attorneys' cost award requested by Class Counsel so long as the request does not exceed $12,000.

(i) **Settlement Administration Costs**: The fees and other charges of the Settlement Administrator to administer the Settlement are expected to total no more than Five Thousand Five Hundred Fifty Dollars ($5,550.00) and will be paid from the Gross Settlement Amount. These fees shall include any costs associated with the required tax reporting on any Individual Payment Amounts, and the issuing of any and all W-2 and 1099 forms. Subject to approval of the Court, the Parties have agreed that ILYM Group, Inc. will serve as a neutral third-party claims' administrator ("Settlement Administrator") to perform all acts related to providing notice to the Settlement Class. Settlement Administrator shall be responsible for (a) printing and distributing the Court-approved Notice of Class Action Settlement ("Class Notice") to all Class Members; (b) administering the settlement; (c) processing exclusions, objections, and field inquiries from Class Members; (d) resolving disputes; (e) calculating the Individual Payment Amount each Participating Class Members is eligible to receive; (f) distributing the Gross Settlement Amount as directed by the Court and set forth herein; (g) tax reporting; (h) providing necessary weekly status reports; and (i) other duties and responsibilities set forth herein.

(j) **No Warranty by Defendant:** Plaintiff understands and agrees that Defendant is not providing Plaintiff or Class Members with tax or legal advice and that Defendant makes no representations regarding tax obligations or consequences, if any, related to this Settlement Agreement.

D. Release of Claims.

1. Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Settlement Class Members who do not timely opt-out of the Settlement will be deemed to have fully released and discharged Defendant KOBO EVENTS LLC, and its present and former officers, directors, members, owners, managers, shareholders, agents, operators, partners, joint ventures, subsidiaries, parent companies, related entities, consultants, attorneys, successors or assignees ("Released

Parties") from any and all Released Class Claims which arose during their employment in a non-exempt position in California during the Class Period.

2. Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Aggrieved Employees will be deemed to have fully released and discharged the Released Parties from any and all Released PAGA Claims which arose during their employment in a non-exempt position in California during the PAGA Period.

3. "Released Class Claims" means any and all claims and/or causes of action which accrued during the Class Period during employment in a non-exempt position in California, that are alleged, or that could have been alleged in the Action based on the facts set forth in the Complaint (which includes direct class action claims under Labor Code §§ 201, 201.3, 202, 203, 226(a),226(c), 226.7, 227.3, 432.5, 512, 1174, 1174.5, 1194, 1194.2, 1198, and 2802 and under Business & Professions Code section 17200 *et seq*. predicated on the underlying Labor Code claims alleged). No PAGA claims are encompassed in the Released Class Claims.

4. "Released PAGA Claims" means any and all PAGA claims and/or causes of action which accrued during the PAGA Period during employment in a non-exempt position in California, that are alleged in the Complaint on file in the Action, or that could have been alleged in the Action based on the facts set forth in the Complaint, including Labor Code §§ 201, 201.3, 202, 204(d), 204b, 210, 226(a), 226(c), 226.3, 226.7, 227.3, 432.5, 512, 558, 1174, 1174.5, 1194, 1198, 1198.5, and 2802. No Aggrieved Employee may opt out of the PAGA portion of the Settlement.

5. Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff Mack shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, obligations, demands, Action, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil Code Section 1542, arising through the date of his

signature hereon, for any type of relief, including, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. These claims include, but are not limited to, the Released Class Claims and Released PAGA Claims, as well as any other claims under any provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, and claims under local, state, or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code §§ 12940 et seq.; the Unruh Civil Rights Act, California Civil Code §§ 51 et seq.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et seq.; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq.; and all of their implementing regulations and interpretive guidelines. With respect to these Released Claims as described in this Section, Plaintiff Mack shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he may otherwise have had pursuant to Section 1542 of the California Civil Code, which provides as follows:

> **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.**

Notwithstanding Section 1542, Plaintiff understands and agrees that this Agreement shall act as a release of all future claims that may arise from Plaintiff Mack's employment or separation from employment with Defendant, or any other matters that existed between Plaintiff Mack and the Released Parties up to the date of this Agreement, whether such claims are currently known or unknown, and that Plaintiff intentionally waives any rights he may have under the provisions of Section 1542, as well as under any other statutes or common law principles of similar effect in the State of California or in any other state.

E. Notice and Exclusion Process.

1. Within ten (10) calendar days after entry of the order granting preliminary approval of this Settlement, Defendant shall provide to the Settlement Administrator a list of all Class

Members, including their last known addresses, telephone numbers, social security numbers, and their dates of employment in a non-exempt position in California during the Class Period and the PAGA Period ("Settlement Class Information"). The names, addresses, telephone numbers, and Social Security numbers will only be disclosed to the Settlement Administrator and not to Plaintiff' Counsel. All information provided to the Settlement Administrator will be marked CONFIDENTIAL. This information shall be kept confidential and shall not be disclosed, either in writing or orally, by the Settlement Administrator. The Settlement Administrator shall use due care with respect to the storage, custody, use, and/or dissemination of the confidential information. Such information must be stored in a secure fashion and all persons who access the data must agree to keep it confidential.

2. A notice of pendency of class action, proposed settlement, and hearing date for Court approval ("Class Notice") in the form attached hereto as **Exhibit 1**, and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members and Aggrieved Employees, by first class mail, within twenty (20) calendar days after entry of the order granting preliminary approval. Attached to the Class Notice will be a request for exclusion form ("Request for Exclusion Form") in the form attached hereto as **Exhibit 2**.

3. The Settlement Administrator will make reasonable efforts to ensure that the Class Notice and Request for Exclusion Form are sent to all Class Members and Aggrieved Employees. It will conclusively be presumed that if an envelope has not been returned within thirty (30) days of the mailing that the Class Member or Aggrieved Employee received the Class Notice. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and Aggrieved Employees and re-send the notices.

4. Each Class Member will be fully advised of the settlement, the ability to object to the settlement, and the ability to submit a Request for Exclusion Form. The Class Notice will inform the Class Members of the Court-established deadlines for filing objections and a Request for Exclusion Form. Aggrieved Employees may neither object to, nor exclude themselves from, the PAGA portion of the settlement.

5. Each Class Notice will contain personalized information setting forth the number of weeks each Class Member and Aggrieved Employee worked for Defendant in California in a non-exempt position during the Class Period and their estimated Individual Payment Amount. To the extent a Class Member or Aggrieved Employee disputes any of the information listed on his or her Class Notice, he or she may produce evidence to the Settlement Administrator showing such information the individual contends should be reflected in the Class Notice. Defendant's records will be presumed determinative, however, and the Settlement Administrator's decision on these matters will be final. The Class Notice will also set forth IRS W-9 information if required.

6. All Class Members who do not submit a Request for Exclusion Form will be eligible to receive an Individual Payment Amount and all Aggrieved Employees will be eligible to receive a share of the PAGA allocation from the Net Settlement Proceeds, which shall be mailed to them if the Effective Date occurs.

7. In order to elect not to participate in the Settlement, a Class Member must submit a Request for Exclusion Form, and mail it to the Settlement Administrator no later than forty-five (45) calendar days after the initial mailing of the Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer period, in which case the Court ordered exclusion period will apply. The date of the postmark shall be deemed the date of submission. The timeliness of submitted Request for Exclusion Forms will be determined by valid postmark. If the 45th day falls on a Sunday or federal holiday, the time to request exclusion will be extended to the next day on which the U.S. Postal Service is open.

8. The deadline for submission of Exclusion Forms shall be extended once by 30 days for those Class Members whose Class Notice and Exclusion Form are returned as "undeliverable." If the 30th day falls on a Sunday or federal holiday, this deadline will be extended to the next day on which the U.S. Postal Service is open.

9. The Settlement Administrator will search for additional addresses on returned mail and will re-mail the Class Notice and Exclusion Form to an updated address (if any) within 15 days of receipt of the returned mail. The 30-day extended time limit will run from the date of the second mailing for those Class Members. To the extent a Class Notice from the initial mailing is not

returned within 30 days, it shall be deemed to have been sent to a valid address even if it is thereafter returned. It is the intent of the Parties that reasonable, but not extraordinary, efforts be used to locate Class Members. If the initial Class Notice and Request for Exclusion Form is returned, the Settlement Administrator will search using the social security number for a more current address. If no address is found within 10 days, no further action is required.

10. The Settlement Administrator will notify the Parties of the total number of valid Request for Exclusion Forms within ten (10) calendar days after the deadline for receipt of the Request for Exclusion Forms (fifty-five (55) days following the initial mailing of the Class Notice and Request for Exclusion Forms to Class Members and Aggrieved Employees).

11. In order to object to the settlement, a Class Member must mail his or her objection to the Settlement Administrator no later than forty-five (45) calendar days after the mailing of the Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer period, in which case the Court ordered objection period will apply. If the 45th day falls on a Sunday or federal holiday, the time to object to the settlement will be extended to the next day on which the U.S. Postal Service is open. Under no circumstances shall the objection deadline be extended for any reason.

12. The Settlement Administrator shall provide to the Parties, at least twelve (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a declaration of due diligence and proof of mailing with regard to the mailing of the Class Notice and Request for Exclusion Forms. The Settlement Administrator will also provide to the Parties, at least twelve (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a report listing the amount of all payments to be made to each Class Member without names or personal identifying information.

13. Defendant shall deposit the Maximum Settlement Amount, plus applicable employer payroll taxes, with the Settlement Administrator plus a proportionate share of employer payroll taxes due, no later than ten (10) days after the Effective Date.

14. The Settlement Administrator shall disburse the Gross Settlement Amount within fifteen (15) calendar days after its receipt. Class Members and Aggrieved Employees must cash

each of their Individual Payment Amount checks within one hundred eighty (180) calendar days after they are mailed by the Settlement Administrator. The value of any checks uncashed more than one hundred eighty (180) days after mailing shall be paid to the State of California Controller's Office – Unclaimed Property Fund, to be held in the name of the respective Class Member or Aggrieved Employee.

F. Duties of the Parties Prior to Court Approval.

1. Promptly after execution of this Settlement Agreement, Plaintiff shall move the Court for preliminary approval of this settlement and entry of an order accomplishing the following:

(a) scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the Class Members and Aggrieved Employees;

(b) approving as to form and content the proposed Class Notice;

(c) approving as to form and content the proposed Request for Exclusion Form;

(d) preliminarily certifying the Settlement Class for purposes of approving the Settlement Agreement;

(e) preliminarily approving the PAGA payment of $15,000 to the LWDA;

(f) preliminarily setting attorneys' fees and costs payable to Class Counsel;

(g) preliminarily setting the Service Payment to the Class Representative; and

(h) preliminarily approving Phoenix Settlement Administration as the Settlement Administrator and its estimated fees and costs of $5,550.

2. The Parties shall submit this Settlement Agreement to the Court and the LWDA in support of Plaintiff's unopposed motion for preliminary approval of the settlement.

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

1. In connection with the hearing on final approval of the settlement, the Parties will submit a proposed final order no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court):

(a) approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) approving Class Counsel's application for an award of attorneys' fees and reimbursement of documented litigation costs and expenses, the Service Payment to the Class Representative, the PAGA Payment to the LWDA, and the costs of administering the settlement; and

(c) Entering judgment in the Action in accordance with this Settlement Agreement, pursuant to Cal. Rules of Court, Rule 3.769(h).

2. Class Counsel shall file an application for attorneys' fees and reimbursement of costs and expenses no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court).

H. Miscellaneous Provisions:

1. **Voiding the Agreement.**

A failure of the Court to approve any material condition of this Settlement Agreement which effects "a fundamental change of the Parties' settlement," or if the settlement is reversed or materially modified on appellate review, shall render the entire Settlement Agreement voidable and unenforceable as to all Parties herein at the option of any Party.

2. **Parties' Authority.**

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

3. **Mutual Full Cooperation.**

The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement.

4. **No Prior Assignments.**

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

5. **No Admission.**

Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

6. **Construction.**

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

7. **Captions and Interpretations.**

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

8. **Modification.**

This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by each of the Parties hereto on their attorneys.

9. **Integration Clause.**

This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

10. **Binding on Assigns.**

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

11. **Governing Law.**

All terms of this Settlement Agreement and its exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

12. **Signatures of All Class Members Unnecessary to be Binding.**

It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice, attached hereto as Exhibit 1, will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Settlement Agreement was executed by each Class Member.

13. **Counterparts.**

This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties.

14. **Confidentiality**

Until Plaintiff files his motion for preliminary approval of the class action settlement of the Action, the Parties and their Counsel agree to maintain confidentiality as to the Settlement, including the amount and terms of the Settlement, except as to spouses, children, parents, tax or financial advisors, attorneys, taxing agencies, or as otherwise required by law.

15. **No Publicity**

Plaintiff and his Counsel will not contact the media about the Settlement Agreement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled, and the Court did not find Defendant liable. Plaintiff and his Counsel also will not post any information about the Settlement Agreement on social media or their firms' websites.

16. **Representation Regarding Class Size; Escalator Provision**

Defendant has represented that Class Members worked no more than 8,000 workweeks during the Class Period. Should this number increase, the Gross Settlement Amount will increase proportionately. For example, if there are 8,800 workweeks, the Gross Settlement Amount shall increase by 10%.

17. **Continuing Jurisdiction**.

The Parties agree that upon the occurrence of the entry of judgment in this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and all other applicable law, and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Class Members to interpret and enforce the terms, conditions and obligation of the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Dated: 05 / 08 / 2026

By:____________________________________
MAURICE MACK
Plaintiff and Class Representative

Dated: ____________________________

KOBO EVENTS LLC

By:____________________________________
Its: ____________________________________

APPROVED AS TO FORM AND CONTENT:

Dated: May 7, 2026

GAINES LAW CORPORATION

By:____________________________________
Evan S. Gaines, Esq.
Counsel for Plaintiff and Class Representative Maurice Mack

BARE LAW

Dated: ____________________________

By:____________________________________
Robert Bare, Esq.
Counsel for Defendant Kobo Events, LLC

Dated: ____________________

By:____________________
MAURICE MACK
Plaintiff and Class Representative

Dated: 05/07/2026

KOBO EVENTS LLC

By: Korey Bosworth (May 7, 2026 15:42:07 PDT)
Its: President

APPROVED AS TO FORM AND CONTENT:

Dated: ____________________

GAINES LAW CORPORATION

By:____________________
Evan S. Gaines, Esq.
Counsel for Plaintiff and Class Representative Maurice Mack

BARE LAW

Dated: 5/7/2026

By:____________________
Robert Bare, Esq.
Counsel for Defendant Kobo Events, LLC

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

MAURICE MACK, on behalf of himself and all others similarly situated and on behalf of the general public, Plaintiff, v. KOBO EVENTS LLC, a California limited liability company, doing business as 4DIAMOND EVENTS and TITANIUM, and DOES 1 through 10, inclusive, Defendants.	CASE NO: 37-2024-00004372-CU-MC-CTL *Assigned to the Hon. Hon. Mark T. Cumba, Dept. C-65* **NOTICE OF PENDENCY OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL HEARING**

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

A California court authorized this notice. This is not a solicitation from a lawyer.

- YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Maurice Mack ("Plaintiff") and Defendant Kobo Events LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled Mack v. Kobo Events LLC, d/b/a 4diamond Events and Titanium, San Diego County Superior Court, Case No. 37-2024-00004372-CU-MC-CTL, which may affect your legal rights. On [Preliminary Approval Date], the Court granted preliminary approval of the settlement and scheduled a hearing on [date] at [time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the Settlement.

- The settlement resolves a wage and hour class action and Private Attorneys General Act of 2004 ("PAGA") lawsuit against Defendant, alleging that Defendant failed to pay all minimum and overtime wages due; provide compliant meal and rest periods or premium compensation in lieu thereof; reimburse all business expenses; provide access to payroll and personnel files; timely issue final wages upon separation of employment; and issue accurate and complete itemized wage statements. The settlement also alleges violation of the Business and Professions Code and seeks to recover penalties pursuant to PAGA. The Settlement avoids costs and risks of continuing the lawsuit; pays money to employees; and releases Defendant from liability from the claims asserted in this lawsuit.

- Defendant denies liability and believes all appropriate wages were paid and that it otherwise complied with any Labor Code obligations. The Parties disagree on how much money could have been awarded if employees won at trial.

- The Court has not made a ruling on the merits of the case or decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement").

- The settlement will provide $250,000 to resolve the claims to all individuals who worked for Kobo Events LLC, d/b/a 4diamond Events and Titanium ("Defendant") as non-exempt employees in California at any time from January 16, 2020 and March 28, 2025. The Lawyers for the employees will ask the Court to award them up to $83,333.33 as attorneys' fees and $12,000 as expenses from the total settlement amount for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you may receive no money from the Settlement, although you still qualify to be paid a share of the PAGA Settlement. This is the only option that allows you to ever be part of any other lawsuit against Kobo Events, LLC about the legal claims that were brought in this case.
Objecting	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On January 16, 2024 Plaintiff Maurice Mack ("Plaintiff"), a former employee of Kobo Events LLC, d/b/a 4diamond Events and Titanium filed this lawsuit in the San Diego County Superior Court. The lawsuit alleges violations of the California Labor Code and California Business and Professions Code. The lawsuit seeks to certify a class of all current and former non-exempt California employees of Defendant at any time between January 16, 2020 and March 28, 2025 ("Class Period"). Specifically, the lawsuit alleges that members of the Class were not provided all minimum and overtime wages due; provide compliant meal and rest periods or premium compensation in lieu thereof; reimburse all business expenses; provide access to payroll and personnel files; timely issue final wages upon separation of employment; and issue accurate and complete itemized wage statements. The Settlement seeks recovery of wages, damages, interest, statutory and civil penalties, restitution, attorneys' fees and costs. Defendant denies all of the allegations in the lawsuit. Defendant denies that it owes Class Members any remedies and believes that it paid Class Members fairly. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff's Attorneys	Defendant's Attorneys
Evan S. Gaines, Esq.	Robert Bare, Esq.
Gaines Law Corporation	Bare Law
4550 E. Thousand Oaks Blvd., Suite 100	235 E Broadway, Suite 1140
Westlake Village, CA 91362	Long Beach, CA 90802
Phone: (805) 892-8200	Phone: (310) 984-3670

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes he would have prevailed on his claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff's Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who is in the Settlement Class? Who is an Aggrieved Employee

The Settlement encompasses a class composed of all non-exempt, hourly employees who have, or continue to, work for Defendant in California from January 16, 2020 and March 28, 2025. Aggrieved Employees are those Class Members employed between October 5, 2022 and the March 28, 2025.

C. What does the Settlement provide?

1. Maximum Settlement Amount.

The Settlement provides that Defendant will pay $250,000 (the "Maximum Settlement Amount") to settle the lawsuit.

2. Net Settlement Proceeds.

The "Net Settlement Proceeds" is the portion of the Maximum Settlement Amount that will be available for distribution to Aggrieved Employees and Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Proceeds amount is the Maximum Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

(a) **Class Counsel's Attorneys' Fees** in an amount set by the Court, not to exceed $83,333.33;

(b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed $12,000;

(c) **Enhancement Payment to the Class Representative** in an amount set by the Court, not to exceed $10,000 for his service in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed $5,000.00, for administering the settlement; and

(e) **PAGA Payment** in the total amount of $20,000 for the settlement of claims arising under the California Private Attorneys General Act ("PAGA"). 75% or $15,000, shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining 25% or $5,000, shall be included in the Net Settlement Proceeds for payment to Aggrieved Employees.

3. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Settlement Class Members who do not timely opt-out of the Settlement will be deemed to have fully released and discharged then Released Parties from any and all Released Class Claims which arose during their employment in a non-exempt position in California during the Class Period.

Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Aggrieved Employees will be deemed to have fully released and discharged the Released Parties from any and all Released PAGA Claims which arose during their employment in a non-exempt position in California during the PAGA Period

"Released Parties" means Defendant KOBO EVENTS LLC, and its present and former officers, directors, members, owners, managers, shareholders, agents, operators, partners, joint ventures, subsidiaries, parent companies, related entities, consultants, attorneys, successors or assignees ("

"Released Class Claims" means any and all claims and/or causes of action which accrued during the Class Period during employment in a non-exempt position in California, that are alleged, or that could have been alleged in the Action based on the facts set forth in the Complaint (which includes direct class action claims under Labor Code §§ 201, 201.3, 202, 203, 226(a),226(c), 226.7, 227.3, 432.5, 512, 1174, 1174.5, 1194, 1194.2, 1198, and 2802 and under Business & Professions Code section 17200 *et seq.* predicated on the underlying Labor Code claims alleged). No PAGA claims are encompassed in the Released Class Claims.

"Released PAGA Claims" means any and all PAGA claims and/or causes of action which accrued during the PAGA Period during employment in a non-exempt position in California, that are alleged in the Complaint on file in the Action, or that could have been alleged in the Action based on the facts set forth in the Complaint, including Labor Code §§ 201, 201.3, 202, 204(d), 204b, 210, 226(a), 226(c), 226.3, 226.7, 227.3, 432.5, 512, 558, 1174, 1174.5, 1194, 1198, 1198.5, and 2802. No Aggrieved Employee may opt out of the PAGA portion of the Settlement.

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an "Individual Payment Amount," which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee even if they opt out of the class settlement.

The class portion of the Individual Payment Amounts will be determined by dividing the Net Settlement Proceeds, less the $5,000 PAGA allocation, by the total number of weeks worked by the entire Settlement Class during the Class Period, net of opt outs, resulting in the class workweek value; and then multiplying the class workweek value by the number of weeks worked by each participating Class Member during the Class Period. As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amounts will be determined by dividing the PAGA settlement amount ($5,000) by the total number of weeks worked by all Aggrieved Employees during the PAGA Period, resulting in the PAGA workweek value; and then multiplying the PAGA workweek value by the number of weeks worked by each Aggrieved Employee during the PAGA Period.

For tax purposes, each Individual Payment Amount will be apportioned (a) 20% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); (b) 80% as penalties and interest (reported on an IRS Form 1099). The PAGA portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendant, you worked [_____] weeks while employed as a non-exempt employee in California from January 16, 2020 and March 28, 2025. Based on these weeks worked, you are entitled to an Individual Payment Amount of approximately $[_____], and you worked [_____] weeks while employed as a non-exempt employee in California from October 5, 2022 and the March 28, 2025. Based on these weeks worked, you are entitled to an PAGA payment share of approximately $[_____]. This amount is subject to change based on the final ruling of the Court.

<u>Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise.</u> If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than _______, 2025. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

F. When Will I Be Paid?

After the Courts grants approval of the settlement, you will receive your Individual Payment Amount within 30 days of the date the Court signed the order.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on ___________, at 8:30 a.m., in the Courtroom of Judge Mark T. Cumba of the San Diego County Superior Court, Department C-65, located at 330 West Broadway, San Diego, CA 92101. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement

Class Members should be bound by the terms of the settlement; (iv) the amount of the attorneys' fees and costs to be awarded to Plaintiff's Attorneys; and (v) the amount that should be awarded to Plaintiff as an enhancement payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, <u>but you are not required to do so</u>. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

<u>WHAT ARE YOUR OPTIONS?</u>

- **<u>OPTION 1 – *DO NOTHING AND PARTICIPATE IN THE SETTLEMENT*</u>**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. <u>YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE</u>. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than ________. The Settlement Administrator's address is [Settlement Administrator address].

- **<u>OPTION 2 – *OBJECT TO THE SETTLEMENT*</u>**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Written objections must be postmarked no later than __________.

- **<u>OPTION 3 – *EXCLUDE YOURSELF FROM THE SETTLEMENT*</u>**

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will <u>not receive any benefits from the proposed settlement, although you will be bound by the PAGA Settlement</u>. You will not be bound by a class judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than __________.

<u>ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?</u>

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Settlement Agreement and Release of Claims" which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number].

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

EXHIBIT 2

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *Maurice Mack v. Kobo Events, LLC,* San Diego County Superior Court Case. No. 37-2024-00004372-CU-MC-CTL. **IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE SETTLEMENT AMOUNT.**

I confirm that I was employed by Defendant Kobo Events, LLC as a non-exempt employee in California between January 16, 2020 and March 28, 2025.

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Date:____________________

Signature:________________________________

Print Name:______________________________

Residence Street Address:____

City, State and Zip Code:____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [**45 days after mailing of Notice**]. Send this signed request for exclusion form to the Settlement Administrator:

Kobo Events, LLC Claims Administrator
c/o Phoenix Settlement Administration
____
____

EXHIBIT C

PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the action. My business address is 4550 E. Thousand Oaks Blvd., Suite 100 Westlake Village, CA 91362.

_____ (For messenger) my business address is:

On May 20, 2026, I served the foregoing document described as **SUPPLEMENTAL DECLARATION OF EVAN S. GAINES IN SUPPORT OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Robert Bare, Esq.
Bare Law
235 E Broadway, Ste 1140
Long Beach, CA 90802
E-Service: ashley@barelaw.com & rbare@barelaw.com

On the above date:

__ ___ (BY x U.S. MAIL/ BY□ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

___X__ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission via email on the counsel of record listed above.

__X__ (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the Labor & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov) in accordance with the procedure imposed by the LWDA.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 20, 2026, at Westlake Village, California.

EVAN S. GAINES, ESQ.