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Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
S. Phillip Song (SBN 326572)
Morgan W. Simpson
MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: psong@moonlawgroup.com
Attorneys for Plaintiff Jeannette Beaudelaire

Kelly M. Raney (SBN 288104)
Gabriella N. Stevens (SBN 340238)
GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP
2049 Century Park East, Suite 2600
Los Angeles, California 90067
Telephone: (310) 553-3610
Facsimile: (310) 553-0687
E-mail: kraney@greenbergglusker.com
E-mail: gstevens@greenbergglusker.com
Attorneys for Defendant Directors Guild of America, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JEANNETTE BEAUDELAIRE, individually, and on behalf of all others similarly situated, *Plaintiff,* v. DIRECTORS GUILD OF AMERICA, INC.; and DOES 1 through 10, inclusive, *Defendants.*	Case No. 24STCV33849 **CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE** Complaint Filed: December 23, 2024 FAC Filed: February 25, 2025 SAC Filed: February 28, 2025 Trial Date: Not set

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CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class and Representative Action Settlement Agreement ("Agreement") is made by and between Plaintiff Jeannette Beaudelaire ("Plaintiff") and Defendant Directors Guild of America, Inc. ("Defendant") (collectively, "the Parties").

1. DEFINITIONS.

1.0. "Action" means *Jeannette Beaudelaire v. Directors Guild of America, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 24STCV33849, initiated on December 23, 2024 and pending in the Court.

1.1. "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix"), the neutral entity the Parties have agreed to appoint to administer the Settlement, subject to approval by the Court.

1.2. "Administration Expenses Payment" means the court-approved 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.

1.3. "Aggrieved Employee" means a person who worked for Defendant in California as an hourly, nonexempt employee at any time during the PAGA Period.

1.4. "Class" means all persons who worked for Defendant in California as an hourly, nonexempt employee at any time during the Class Period, which for the avoidance of doubt may also include Aggrieved Employees as defined herein.

1.5. "Class Counsel" means Moon Law Group, PC.

1.6. "Class Counsel Fees Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed thirty-three percent (33%) of the Gross Settlement Amount (or $73,682.40).

1.7. "Class Counsel Litigation Expenses Payment" means the court-approved amount

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allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action.

1.8. "Class Data" means certain identifying information in Defendant's possession~~,~~; specifically~~,~~ Class Members' and Aggrieved Employees' full names, last-known mailing addresses, telephone numbers, and email addresses to the extent available, Social Security numbers, and the number of Workweeks worked during the Class Period and PAGA Pay Periods worked during the PAGA Period.

1.9. "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 an Aggrieved Employee).

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

1.11. "Class Notice" means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing, to be mailed to Class Members in English and Spanish, in a form substantially similar to the draft attached as **Exhibit A** and incorporated by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original **Exhibit A**.

1.12. "Class Period" means the period from December 23, 2020, through March 31, 2024.

1.13. "Class Representative" means the named Plaintiff in the Action, Jeannette Beaudelaire, seeking Court approval to serve as a class representative.

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

1.15. "Defendant" means the named Defendant, Directors Guild of America, Inc.

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1.16. "Defense Counsel" means Greenberg Glusker Fields Claman & Machtinger LLP.

1.17. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day after the Court issues Final Approval Order; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18. "Final Approval Order" means the Court's Order Granting Final Approval of the Settlement.

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

1.20. "Gross Settlement Amount" means $223,280.00, the total non-reversionary amount Defendant agrees to pay under the Settlement, except as provided in Sections 4.0 and 7.0 below. The Gross Settlement Amount will pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.21. "Individual Class Payment" means a Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks he or she worked during the Class Period, and calculated solely and exclusively to effectuate Settlement of this Action.

1.22. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period, and calculated solely and exclusively to effectuate Settlement of this Action.

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

1.24. "LWDA" means the California Labor and Workforce Development Agency.

1.25. "LWDA PAGA Payment" means 65% of the PAGA Penalties paid to the LWDA under the Private Attorneys General Act.

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

1.27. "Non-Participating Class Member" means a Class Member who requests to be excluded from the Class Settlement by sending the Administrator a valid and timely Request for Exclusion as described in Section 6.12.1.

1.28. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.29. "PAGA" means the Private Attorneys General Act, Labor Code sections 2698, *et seq*.

1.30. "PAGA Notice" means Plaintiff's December 19, 2024, notice of alleged California Labor Code violations, submitted to the LWDA and sent to Defendant pursuant to California Labor Code section 2699.3.

1.31. "PAGA Penalties" means the total amount of civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed $20,000.00, allocated 35% to the Aggrieved Employees ($7,000.00) and 65% to the LWDA ($13,000.00), calculated solely and exclusively to effectuate Settlement of this Action, and for no other reason or purpose.

1.32. "PAGA Period" means the period from December 19, 2023, through March 31, 2024.

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

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1.34. "Plaintiff" means Jeannette Beaudelaire, the named Plaintiff in the Action.

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

1.36. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury Regulation section 1.468B-1, 26 CFR section 1.468B-1 *et seq.*, that is established by the Administrator.

1.37. "Released Class Claims" means the claims being released as described in Section 5.0.

1.38. "Released PAGA Claims" means the claims being released as described in Section 5.1.

1.39. "Released Parties" means Defendant Directors Guild of America, Inc., and each of its past, present, and future subsidiaries, parents, affiliated and related entities, divisions, successors, predecessors, or assigns; and each of its past, present, and future owners, officers, directors, shareholders, board members, agents, members, insurers, employees, advisors, accountants, attorneys, representatives in their capacity as such and its respective heirs, assigns, legal representatives, trustees, heirs, executors, administrators, predecessors, successors, or assigns.

1.40. "Request for Exclusion" means a Class Member's written request to be excluded from the Class Settlement.

1.41. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and the last date on which Class Members may: (a) email, mail or fax a Request for Exclusion from the Class Settlement; (b) email, mail or fax a written Objection to the Settlement; or (c) email, mail or fax a Challenge to the Calculation of Workweeks and/or PAGA Pay Periods allocated to the Class Member or Aggrieved Employee. The Response Deadline for Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall be extended by ten (10) calendar days beyond the original Response Deadline.

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

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Judgment. "Class Settlement" means the non-PAGA portion of the Settlement resolving the Released Class Claims, including the Individual Class Payments. "PAGA Settlement" means the portion of the Settlement resolving the Released PAGA Claims, including the LWDA PAGA Payment and Individual PAGA Payments.

1.43. "Workweek" means any week during which a Class Member worked for Defendant at least one day during the Class Period.

2. RECITALS.

2.0. On December 23, 2024, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages (Cal. Lab. Code sections 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code sections 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code sections 226.7 and 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code section 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code section 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code sections 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code section 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code sections 17200, *et seq*.).

2.1. On December 19, 2024, pursuant to Labor Code section 2699.3, Plaintiff provided written notice to the LWDA and Defendant by sending the PAGA Notice.

2.2. On February 25, 2025, Plaintiff filed a First Amended Complaint against Defendant adding a cause of action for civil penalties under PAGA (Cal. Lab. Code section 2699, *et seq*.).

2.3. On February 28, 2025, Plaintiff filed a Second Amended Complaint (the "Operative Complaint"), which is the operative pleading in the Action and alleges the same nine causes of action.

2.4. On January 27, 2026, the Parties participated in a mediation presided over by experienced wage-and-hour mediator Lynn Frank, which led to this Agreement to settle

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the Action (the "Mediation").

2.5. Defendant denies the allegations in the Operative Complaint in their entirety, denies any failure to comply with any laws, including, but not limited to, the laws identified in the Operative Complaint, denies any and all liability for the causes of action alleged in the Operative Complaint, denies the Plaintiff is a proper lead class plaintiff, and further denies that this is a proper case for class certification.

2.6. The Parties conducted investigation and discovery of the facts and law after the Action was filed and before the Mediation through informal discovery. Defendant produced, as part of the confidential mediation process, time records and pay records relating to non-exempt employees, along with documents relating to its policies, practices, and procedures regarding paying non-exempt employees for all hours worked, meal and rest breaks, and reimbursement of business expenses. As part of Defendant's production, Plaintiff and Class Counsel reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiff and Class Counsel to understand the number of Workweeks and PAGA Pay Periods. The Parties' investigation was sufficient to permit Plaintiff and Class Counsel to meaningfully evaluate the claims at issue and to satisfy the criteria for Court approval of the Settlement.

2.7. The Court has not granted class certification.

2.8. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.0. Gross Settlement Amount. Except as otherwise provided by Section 7.0 below, Defendant will pay $223,280.00, and no more, as the Gross Settlement Amount and will separately pay all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Section 4.0 of

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this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit a claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.1. 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:

3.1.1. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-three percent (33%) of the Gross Settlement Amount, (or $73,682.40), and a Class Counsel Litigation Expenses Payment in an amount of reasonable actual expenses subject to Court approval and not to exceed $22,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a Motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, which shall include a cost ledger listing each expense incurred during the Action, no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment 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 related to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any tax issue

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or division or sharing of any of these Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

3.1.2. Class Representative Service Payment. Plaintiff shall forego any enhancement or service payment as the named Plaintiff in the Action.

3.1.3. To the Administrator: An Administration Expenses Payment not to exceed $7,500.00, the Administrator's "not to exceed" bid as approved by the Court, except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less, or the Court approves payment less than the requested amount, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.1.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.1.4.2. Effect of Non-Participating Class Members on Calculation of Individual

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Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Workweeks of Non-Participating Class Members are not included in the calculation of payments to Participating Class Members. 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.

3.1.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $20,000.00 to be paid from the Gross Settlement Amount, with 65% ($13,000.00) allocated to the LWDA PAGA Payment and 35% ($7,000.00) allocated to the Individual PAGA Payments.

3.1.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($7,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.1.5.2. 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 1099 Forms.

3.2. Plaintiff's Individual Payment. Separate and apart from the Gross Settlement Amount, Plaintiff has agreed to settle all of her individual claims and potential claims against Defendant in an amount up to $30,000.00, with all terms expressed in a separate settlement agreement. In exchange, Plaintiff agrees to sign a general release that includes a release of all claims arising out of and relating to her employment with Defendant, except as to workers' compensation claims, but including all known and

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unknown claims pursuant to a waiver of California Civil Code section 1542 and any other applicable similar statute, law, or regulation. The Individual Payment will be paid fifteen (15) days after the Effective Date, contingent on approval of the class action settlement. The Individual Payment is not separately subject to Court approval.

3.3. Employer-Side Payroll Taxes. Defendant's share of any employer payroll taxes to be paid in connection with the Settlement, including FICA, FUTA, and any similar tax or charge, if any, shall be paid by Defendant in addition to the Gross Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within fifteen (15) calendar days of the Effective Date.

4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

4.1.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail with postage prepaid. Before mailing any checks, the Administrator must update the recipient's mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date the check will be voided. Each check will be voided 180 days after the date of mailing ("void date"). The Administrator

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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 a Class Notice was returned undelivered. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees and those Aggrieved Employees for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and Individual PAGA Payment.

4.1.2. No later than seven (7) calendar days after 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 for Class Members and Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Thereafter, the Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced and who requests the replacement before the void date.

4.1.3. Funds from any uncashed or returned checks that remain uncashed and cancelled after the void date shall be distributed to Greg E. Knoll Justice Gap Fund, *cy pres* recipient chosen by the Parties and approved by the Court, in accordance with the requirements of California Code of Civil Procedure section 384.

4.1.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees, such as

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401(k) contributions, pension or health contributions, or bonuses, beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. RELEASES OF CLAIMS. Effective on the date Defendant fully funds the entire Gross Settlement Amount and separately pays all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against the Released Parties as follows:

5.0. Release by Participating Class Members. All Participating Class Members, including Plaintiff, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint arising during the Class Period. This release includes, without limitation, a release of all claims alleged in the Operative Complaint for alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, violation of California Business and Professions Code sections 17200, *et seq.*, and statutory waiting time penalties based on the foregoing (collectively, the "Released Class Claims").

5.1. Release by Aggrieved Employees. All Aggrieved Employees, including Plaintiff, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims for civil penalties, and

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attorneys' fees and costs, under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint or Plaintiff's PAGA Notice, including, but not limited to, failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements (collectively, the "Released PAGA Claims"), arising during the PAGA Period.

6. SETTLEMENT ADMINISTRATION.

6.0. Selection of Administrator. The Parties have selected Phoenix to serve as the Administrator, subject to approval by the Court, and will verify that, as a condition of appointment, the Administrator 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.

6.1. Class Data. No later than sixty (60) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant 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 the 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 the Settlement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information as defined in Section 1.8, and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant 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

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issues related to missing or omitted Class Data.

6.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

6.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

6.4. Remailing of Class Notice. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If 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 the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

6.4.1. The deadlines for Class Members' Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional ten (10) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members

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whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such person(s) 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 no later than fourteen (14) calendar days after receipt of the Class Notice, or the deadline in the Class Notice, whichever is later.

6.5. Requests for Exclusion and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness. No later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email to Class Counsel and Defense Counsel (a) a list containing the names and other identifying information of Class Members who have submitted Requests for Exclusion, regardless of whether the requests are valid and timely ("Exclusion List"); and (b) copies of all Requests for Exclusion submitted, regardless of whether the requests are valid and timely.

6.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received (whether valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of the Requests for

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Exclusion and attach copies of all Requests for Exclusion and Objections received.

6.7. Administrator's Declaration. Either (i) no later than seven (7) business days after the Response Deadline or (ii) three (3) business days before any court filing or appearance deadline necessitating the Administrator's Declaration, whichever deadline occurs first, the Administrator will provide Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to (i) its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii) the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

6.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

6.9. 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.

6.10. Qualified Settlement Fund. The Administrator shall establish a settlement fund that

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meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 1.468B-1.

6.11. 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 and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, and Final Approval and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

6.12. Class Members' Options.

6.12.1. Requests for Exclusion. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional ten (10) calendar days for Class Members whose Class Notice is re-mailed) to exclude themselves from the Class Settlement. A Class Member may exclude himself or herself from the Class Settlement by emailing, faxing, or mailing a Request for Exclusion to the Administrator by submitting written communication requesting exclusion that contains all required information for a Request for Exclusion. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include the Class Member's full name, address, telephone number, signature, and a simple written statement requesting to be excluded from the Class Settlement; (2) state the case name and number of the Action; and (3) be emailed, faxed, or mailed to the specified contact information for the Administrator. To be timely, the Request for Exclusion must be made no later than the Response Deadline; if the Request for Exclusion is sent by mail, it must be postmarked no later than the Response Deadline and the postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Class Member who does not submit

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a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Settlement if it is granted Final Approval. If a Class Member's Request for Exclusion is timely but invalid, according to the requirements listed herein, that Class Member will be allowed to cure the defect(s). The Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date of the cure letter, whichever date is later, to postmark the revised Request for Exclusion. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a Request for Exclusion. However, the Court has the final authority to make decisions consistent with the terms of this Agreement on the validity or timeliness of a Request for Exclusion. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

6.12.1.1. 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, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Section 5.0 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.12.1.2. 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

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preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section 5.1 of this Agreement and are eligible for an Individual PAGA Payment.

6.12.2. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional ten (10) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee in the Class Notice. A Class Member and/or Aggrieved Employee may challenge the allocation by sending a Challenge to Calculation of Workweeks and/or PAGA Pay Periods to the Administrator via email or mail. The Challenge must be timely. To be timely, the Challenge must be made no later than the Response Deadline; if the Challenge is sent by mail, it must be postmarked no later than the Response Deadline and the postmark date will be the exclusive means of determining whether a Challenge has been timely submitted. The Administrator must encourage the challenging Class Members to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all Challenges to Defense Counsel and Class Counsel along with the Administrator's determination of the challenges. The Administrator's determination of allocations of Workweeks and/or PAGA Pay Periods is final and not appealable or otherwise susceptible to challenge.

6.12.3. Objections to Settlement. Each Participating Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an

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additional ten (10) calendar days for Class Members whose Class Notice is re-mailed) to 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 and Class Counsel Litigation Expenses Payment. Only Participating Class Members may send written Objections to the Administrator. A Participating Class Member may object to the Settlement by (1) appearing at the Final Approval Hearing and verbally objecting to the Settlement or any term thereof; and/or (2) sending a written Objection to the Administrator by sending written communication that contains the required information for a written Objection. The written Objection must be valid and timely. To be valid, the written Objection must: (1) include the Class Member's full name, current mailing address, telephone number, last four digits of their social security number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action; and (3) be emailed or mailed to the specified contact information for the Administrator. To be timely, the written Objection must be made no later than the Response Deadline; if the Objection is sent by mail, it must be postmarked no later than the Response Deadline and the postmark date will be the exclusive means of determining whether a written Objection has been timely submitted. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a written Objection. However, the Court has the authority to make final decisions consistent with the terms of this Agreement on the validity or timeliness of a written Objection. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

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7. ESCALATOR CLAUSE.

7.0. Defendant represents that there are no more than 13,819 Workweeks worked during the Class Period. If the number of Workweeks increases by more than 10% during the Class Period (or a total of 15,201 Workweeks), then the Gross Settlement Amount will be increased on a pro rata basis for any Workweek added above the 10% increase. Specifically, if the number of Workweeks in the Class Period is 15,202 or more, the Gross Settlement Amount shall be increased by the percentage that the actual number of Workweeks exceeds 15,201. However, should the number of Workweeks exceed 15,201, and Plaintiff elects to enforce the escalator clause, Defendant will have the right, in the exercise of its sole discretion, to limit the Class Period to the time at which the number of Workweeks reaches 15,201. Defendant agrees to inform Plaintiff and Plaintiff's counsel which option it is exercising before the hearing on Preliminary Approval of the Settlement.

8. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current requirements for preliminary approvals. Defense Counsel will cooperate in finalizing the Motion for Preliminary Approval and will have an opportunity to approve the documents before their filing.

8.0. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes appropriate analysis of the Settlement and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (s)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA 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;

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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; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, section 2699.3), Operative Complaint (Lab. Code, section 2699, subd. (s)(1)), and the Agreement (Lab. Code, section 2699, subd. (s)(2))); and (vii) all other facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

8.1. Responsibilities of Counsel. Plaintiff's Counsel shall draft the long-form settlement agreement, notice to Aggrieved Employees and Class Members, and other settlement documents within sixty (60) days of execution of the Parties' Memorandum of Understanding, subject to Defendant's review, comment, and approval. Class Counsel will provide draft copies of all motions for Court approval to Defense Counsel at least five (5) court days before filing for review, comment, and approval. Class Counsel will file the Motion for Preliminary Approval within thirty (30) days of execution of the long-form settlement agreement. Class Counsel is responsible for obtaining a prompt hearing date for the Motion for Preliminary Approval and, together with Defense Counsel, for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

8.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for

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

9. FINAL APPROVAL.

9.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (s)(2), and a [Proposed] Final Approval Order and Judgment. Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) court days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

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modification to the Agreement within the meaning of this Paragraph.

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

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

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

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9.6. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between Plaintiff, on one side, and Defendant, on the other.

10. AMENDED JUDGMENT.

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

11. ADDITIONAL PROVISIONS.

11.0. Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of the Parties' settlement terms.

11.1. No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law. If Final

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Approval does not occur, the Parties agree that this Agreement is void but remains protected and privileged by California Evidence Code section 1152.

11.2. Class Certification for Settlement Purposes Only. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification is void. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant 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 Defendant'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.

11.3. Confidentiality. Plaintiff and Plaintiff's Counsel will keep all terms of this Settlement confidential and will not discuss, nor make any public disclosure or social media postings of, the Action, the Settlement, or the Parties' Memorandum of Understanding, except for what is necessary to obtain Preliminary or Final Approval of this Settlement from the Court. If comment or information is requested by the media, Plaintiff and Plaintiff's Counsel will provide no information other than direct the media to the public records of the Action on file with the Court. Plaintiff's Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the restriction against public disclosure and media comment on the Settlement and its terms. Plaintiff and Plaintiff's Counsel agree that this confidentiality term is a material term, and that breach of this provision shall be deemed a material breach of this Settlement. Nothing in this Section is intended to restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this

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

11.5. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to request to be excluded from 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.

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

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

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

11.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or

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constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

11.10. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, 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.

11.11. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

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

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

11.15. 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.

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

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this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

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

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

11.20. 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.

11.21. 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

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of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.22. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not her representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall become binding and enforceable pursuant to California Code of Civil Procedure section 664.6.

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

[Signatures on the following page.]

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Plaintiff & Settlement Representative:
Dated: 9/27/2026

Signed by:
By: _____
FE2EC8FA9A544F3...
Jeannette Beaudelaire

Plaintiff's Counsel: **MOON LAW GROUP, PC**

Dated: 09/30/26

By: _____
Kane Moon
Allen Feghali
S. Phillip Song
Morgan W. Simpson
Attorneys for Plaintiff Jeannette Beaudelaire

Defendant & Defendant's Representative: **DIRECTORS GUILD OF AMERICA, INC.**
Dated: 10/13/2026 | 2:31 PM PDT

DocuSigned by:
By: _____
F3DB40DEBCE9437...
David Dreyfus
General Counsel
On behalf of Defendant Directors Guild of America, Inc.

Defendant's Counsel: **GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP**

Dated: October 12, 2026

By: _____
Kelly M. Raney
Gabriella N. Stevens
Attorneys for Defendant Directors Guild of America, Inc.

Exhibit A

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

Jeannette Beaudelaire v. Directors Guild of America, Inc.
Superior Court of California, County of Los Angeles, Case No. 24STCV33849

NOTICE: All persons who worked for Directors Guild of America, Inc. in California as an hourly, nonexempt employee at any time from December 23, 2020 through March 31, 2024.

A court approved this Notice. This is not an advertisement, and you are not being sued. However, your legal rights are affected whether or not you act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment from the Settlement, if finally approved, and you will release all claims covered by the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	You will not receive a payment from the Settlement.[1] If you exclude yourself from this Settlement, you will not be permitted to submit an objection to the Settlement. You may not exclude yourself from the PAGA portion of the Settlement.
DISPUTE WORKWEEKS AND/OR PAGA PAY PERIODS	If you do not exclude yourself from this Settlement, you may dispute the number of Workweeks and PAGA Pay Periods credited to you if you believe the below-reported number is incorrect.
OBJECT	You may object to this Settlement, and the Court may or may not agree with your objection. Submitting an objection will not exclude you from receiving a payment from the Settlement.

1. Why have I received this Notice?

The California Superior Court of the County of Los Angeles has granted preliminary approval of a proposed Class and PAGA Action Settlement Agreement ("Settlement") reached between Plaintiff Jeannette Beaudelaire ("Plaintiff") and Defendant Directors Guild of America, Inc. ("Defendant"), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because Defendant's records indicate that you are a member of the Settlement Class. For purposes of Settlement, the "Class" is comprised of "all persons who worked for Defendant in California as an hourly, nonexempt employee at any time during the Class Period". The "Class Period" means the period from December 23, 2020, through March 31, 2024.

In addition, Defendant's records indicate that you may be a member of the PAGA Group ("Aggrieved Employee"). For purposes of Settlement, "Aggrieved Employee" means "a person who worked for Defendant in California as an hourly, nonexempt employee at any time during the PAGA Period." The "PAGA Period" means the period from December 19, 2023, through March 31, 2024.

Read this Notice carefully. This Notice explains the Action, the proposed Settlement, your legal rights, what payments may be available to you, and how to get them.

2. What is the case about?

On December 23, 2024, Plaintiff Beaudelaire initiated a lawsuit against Defendant entitled *Jeannette Beaudelaire v. Directors Guild of America, Inc.*, Los Angeles County Superior Court Case No. 24STCV33849 (the "Action"). On February 28, 2025, Plaintiff filed the operative Second Amended Complaint in the Action.

Plaintiff alleges the following claims against Defendant: (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to indemnify necessary business expenses, (6) failure to timely pay final wages at termination, (7) failure to provide accurate itemized wage statements, (8) unfair business practices, and (9) civil penalties based on the foregoing allegations under PAGA.

Defendant denies each and every allegation raised in the Action and believes it has treated, and continues to treat, Class Members in accordance with all applicable laws. The Court has not made any decision regarding whether the claims or defenses in the Action have any merit. The Court has only preliminarily determined the proposed Settlement is fair, reasonable, and adequate as to all Class Members. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement does not become effective.

Plaintiff and Defendant (the "Parties") reached a Settlement that is subject to the Court's final approval. By settling the Action, Defendant does not admit, concede, or imply that it has done any wrongdoing, and Plaintiff does not concede that any of Defendant's affirmative defenses have merit.

3. Who are the attorneys representing the Parties?

The Court has appointed Plaintiff's attorneys, Moon Law Group, PC, as "Class Counsel" to represent all Class Members (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 an Aggrieved Employee). You will not be charged for this legal representation.

Class Counsel's contact information is as follows:

Attorneys for Plaintiff and the Class
Kane Moon
Allen Feghali
S. Phillip Song
Morgan W. Simpson
MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100
Los Angeles, CA 90017
Phone: (213) 232-3128
Fax: (213) 232-3125

Defendant is represented by the following attorneys:

Attorneys for Defendant
Kelly M. Raney
Gabriella N. Stevens
GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP
2049 Century Park East, Suite 2600
Los Angeles, CA 90067
Phone: (310) 553-3610
Fax: (310) 553-0687

4. How much is the Settlement for and how can I expect to receive my portion of it?

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of $223,280.00, which will be used to pay the Individual Class Payments, Individual PAGA Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Settlement Administrator's Administration Expenses Payment, and payment under PAGA to the Labor and Workforce Development Agency ("LWDA"). None of the GSA will revert to Defendant. Defendant will separately pay its employer-side payroll taxes owed for Individual Class Payments.

Class Counsel will apply for an award of reasonable attorneys' fees payable from the GSA of not more than thirty-three percent (33%) (or $73,682.40) of the GSA as well as reimbursement of their reasonable expenses subject to Court approval and not to exceed $22,000.00. Plaintiff has agreed to forego any enhancement or service payment as the named Plaintiff, and no Class Representative service payment will be sought from the GSA. The Parties have allocated $20,000.00 of the GSA to settle the PAGA claims, with 65% (i.e., $13,000.00) to be paid to the LWDA and the remaining 35% (i.e., $7,000.00) to be distributed to Aggrieved Employees through Individual PAGA Payments. The Administration Expenses Payment will not exceed $7,500.00, the amount of the Administrator's bid and as approved by the Court.

After the above payments are deducted from the GSA, in the amounts finally approved by the Court, the remainder will be distributed to Participating Class Members through Individual Class Payments. Individual Class Payments will be paid on a pro rata basis to Participating Class Members and calculated by the Administrator based on each individual's number of Workweeks he or she worked during the Class Period. "Participating Class Members" are Class Members who do not send the Administrator a timely and valid Request for Exclusion from the Class Settlement. A "Workweek" refers to any week during which a Class Member worked for Defendant at least one day during the Class Period.

Defendant's records indicate that you worked approximately _____ **Workweeks**. Accordingly, your Individual Class Payment is estimated to be **$**_____. The actual amount of your Individual Class Payment may vary and is subject to standard wage withholdings. Twenty percent (20%) of your Individual Class Payment will be treated as wages for tax purposes, subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and reported on an IRS Form W-2. The remaining eighty percent (80%) will be treated as penalties and interest for tax purposes and reported on an IRS Form 1099.

Individual PAGA Payments will be paid to Aggrieved Employees on a pro rata basis and calculated by the Administrator based on each individual's number of PAGA Pay Periods. A "PAGA Pay Period" refers to any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

Defendant's records indicate that you worked approximately _____ **PAGA Pay Periods**. Accordingly, your Individual PAGA Payment is estimated to be **$**_____. The actual amount may vary. Your Individual PAGA Payment will be treated one hundred percent (100%) as penalties for tax purposes and reported on an IRS Form 1099.

5. What if I disagree with the number of Workweeks and/or PAGA Pay Periods credited to me?

If you believe the workweek or pay period information shown above is correct, you do not need to do anything to receive a payment. However, if you believe the information is not correct, you may challenge it by submitting a written dispute stating why you believe the listed Workweeks or PAGA Pay Periods are not correct and provide supporting records (for example, pay stubs) showing the number of Workweeks or PAGA Pay Periods you worked.

The dispute must be sent to the Administrator (whose contact information is listed below) by email, or mail if postmarked no later than _____, ____. The Administrator will review the information you provide and will make a determination. Defendant's records will be presumed correct absent credible evidence to rebut the Workweeks and/or PAGA Pay Periods credited to you.

6. What are my rights regarding this Settlement?

OPTION 1: Do Nothing

If you do nothing, you will receive a check if the Court finally approves the Settlement and you will release the claims covered by the Settlement (as described below). You do not have to do anything to receive a payment. You are responsible for paying applicable federal, state, or local taxes (including penalties and interest on back taxes) on your settlement payment. You should consult a tax advisor if you have any questions about the tax consequences of the proposed settlement.

The front of every check issued to you will show the date when the check expires ("Void Date"), which is 180 days after the date of mailing. If you do not cash your check by the Void Date, your check will be automatically canceled, and the money will be distributed to Greg E. Knoll Justice Gap Fund, a cy pres recipient chosen by the Parties and approved by the Court in accordance with California Code of Civil Procedure section 384.

Note: It is your responsibility to keep a current mailing address on file with the Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Administrator if you move or otherwise change your mailing address.

OPTION 2: Object to the Settlement

Any Participating Class Member may object to the Class portion of the Settlement. (You do not have standing to object to the PAGA portion of the Settlement.) Submitting an Objection means that you do not want the Settlement, or any particular terms of the Settlement, to be approved by the Court. If you wish to object to the Settlement, you can submit a written Objection stating why you object to the Settlement by email, or mail.

Any Objection must be in writing and contain: (1) your full name, current mailing address, telephone number, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your objection), the contact information for any attorney representing the objecting Class Member, if any; (2) the case name and number (*Jeannette Beaudelaire v. Directors Guild of America, Inc.* (Los Angeles County Superior Court Case No. 24STCV33849)); (3) a clear statement that you object to the Settlement and the factual and legal basis, with supporting papers, briefs, written evidence declarations, and/or other evidence, if any, on which your objection is based; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your written Objection must be sent to the Administrator (whose contact information is listed below) by email or mail, if transmitted or postmarked no later than _____, ____. A copy of any

Objection will be submitted to the Court (with your private information redacted) for the Court's consideration in relation to whether to finally approve the Settlement.

You are not required to appear at the Final Approval Hearing for your written Objection to be considered. However, if you do not submit a timely and valid written Objection in the manner specified above, you may still appear (or hire an attorney to appear on your behalf) and state your objection at the Final Approval Hearing. If you intend to appear at the Final Approval Hearing, you are not required to file or serve a notice of intention to appear.

If the Final Approval Hearing is continued to another date or time, the Administrator will give notice to any Participating Class Member who submitted an Objection.

Participating Class Members who fail to object in either of the manners specified above shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment, including the Released Class Claims defined further below.

Note: If you object to the Settlement, you are expected to receive your individual share of the Settlement if the Court approves the Settlement over your Objection.

OPTION 3: Exclude Yourself from The Settlement

If you wish to be excluded from participating in the Class portion of the Settlement, you must submit a valid and timely Request for Exclusion to the Administrator by email, or mail.

The Request for Exclusion must be in writing and include: (1) your full name, current mailing address, telephone number, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your Request for Exclusion); (2) the case name and number (*Jeannette Beaudelaire v. Directors Guild of America, Inc.* (Los Angeles County Superior Court Case No. 24STCV33849)); (3) a simple written statement that you wish to be excluded from the Settlement; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your Request for Exclusion must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than _____, ____. Untimely Requests for Exclusion will not be considered. A copy of any Request for Exclusion will be submitted to the Court (with your private information redacted).

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be considered a Participating Class Member, will not receive any Individual Class Payment, and you will not be eligible to object to the terms of the Settlement.

Note: You cannot opt out of the PAGA portion of the proposed Settlement. You are an Aggrieved Employee and when the Court finally approves the Settlement, you will receive an Individual PAGA Payment and be bound by the Released PAGA Claims (as defined below) even if you submit a timely and valid Request for Exclusion.

7. When is the Final Approval Hearing?

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court's final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing on **_____, ____, at ____ a.m./p.m. in Department 7** of the Los Angeles County Superior Court, before the Honorable Samantha Jessner.

The Final Approval Hearing may be continued to another date or time without further notice to you. However, the Administrator will give notice of continuance to any Participating Class Member who submitted an Objection.

You do not need to appear at the hearing. If you plan to appear (or hire an attorney to appear on your behalf), you should contact the court clerk for Department 7 for instructions on how to remotely appear or verify the hearing date and time.

8. Can I be retaliated against for participating in the Settlement?

The law prohibits Defendant from retaliating against employees for exercising their rights under the law. Therefore, Defendant cannot and will not fire you, demote you, harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate, or not participate, in the Settlement, in whole or in part.

9. What claims are being released as part of the Settlement?

Released Class Claims by Participating Class Members: All Participating Class Members, including Plaintiff, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, will fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in Plaintiff's operative Second Amended Complaint arising during the Class Period, including, without limitation: (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to indemnify necessary business expenses, (6) failure to pay all unpaid wages at termination, (7) failure to provide accurate itemized wage statements, (8) unfair business practices in violation of California Business and Professions Code sections 17200, et seq., and (9) statutory waiting time penalties based on the foregoing ("Released Class Claims").

Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees, including Plaintiff, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, will fully and finally release and discharge the Released Parties from any and all claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the operative Second Amended Complaint or Plaintiff's PAGA Notice, including, without limitation: (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to indemnify necessary business expenses, (6) failure to pay all unpaid wages at termination, and (7) failure to provide accurate itemized wage statements ("Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

Effective Date of Releases: The released claims described above will become effective on the date Defendant fully funds the entire Gross Settlement Amount and separately pays all employer payroll taxes owed on the Wage Portion of the Individual Class Payments.

Released Parties: The "Released Parties" means Defendant Directors Guild of America, Inc., and each of its past, present, and future subsidiaries, parents, affiliated and related entities, divisions, successors, predecessors, or assigns; and each of its past, present, and future owners, officers, directors, shareholders, board members, agents, members, insurers, employees, advisors, accountants, attorneys, representatives in

their capacity as such and its respective heirs, assigns, legal representatives, trustees, heirs, executors, administrators, predecessors, successors, or assigns.

10. What if I lose my Settlement check or tax forms?

If you lose or misplace your check before cashing it, the Administrator will replace it as long as you request a replacement before the Void Date that is stated on the face of the original check. The Administrator will also replace any tax forms that you have lost. After the Void Date, the Administrator will cancel your check and transmit the funds to Greg E. Knoll Justice Gap Fund, cy pres recipient chosen by the Parties and approved by the Court in accordance with California Code of Civil Procedure section 384.

11. How can I get more information?

This Notice contains a summary of the basic terms of the Settlement and description of the Action. For more detail, you may examine a copy of the Settlement as well as the pleadings and other records in the Action, free of charge, during regular business hours at the Court Clerk's office of the Los Angeles County Superior Court, or visit the Administrator's website at _____ .

If you need more information or have any questions, you may contact the attorneys representing the Parties at the contact information provided above.

You may also contact the Settlement Administrator at the following contact information:

Jeannette Beaudelaire v. Directors Guild of America, Inc.
c/o [Settlement Administrator Name]
[ADDRESS]
[ADDRESS]
[PHONE NUMBER] | [EMAIL]

PLEASE DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION REGARDING THIS NOTICE.

[1] Regardless of whether you exclude yourself from the Settlement, you will still receive a portion of the Settlement for release of the civil penalties claim under the California Private Attorneys General Act, Labor Code sections 2698 through 2699.8 ("PAGA"), if the Settlement is finally approved and if you are an Aggrieved Employee.