

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Emma Alyce Weber (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Kace Entertainment, Inc., dba VOX DJs, Inc. (“Defendant” or “VOX”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines and Tuvia Korobkin of Haines Law Group, APC (“Class Counsel”). Defendant is represented by John R. Giovannone and Allison O. Chua of Carothers DiSante & Freudenberger LLP.

On November 12, 2019 Plaintiff filed a class action lawsuit against VOX in Los Angeles Superior Court, in the matter titled *Emma Alyce Weber v. Kace Entertainment, Inc.*, Case No. 19STCV40561 (the “Action”). The operative First Amended Class and Representative Action Complaint (“Complaint”) alleges the following causes of action: (i) failure to pay all overtime wages; (ii) minimum wage violations; (iii) rest period violations; (iv) meal period violations; (v) failure to reimburse all necessary business expenditures; (vi) wage statement violations; (vii) waiting time penalties; (viii) Unfair Competition as a result of the aforementioned violations (Bus. & Prof. Code § 17200 *et seq.*); and (ix) civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 *et seq.*, as a result of the aforementioned violations.

Given the uncertainty of litigation, Plaintiff and VOX wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and VOX agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and VOX stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees of VOX in the positions of DJ, Roadie for DJ, DJ Roadie, Assistant to DJ, DJ Assistant, and Shadow to DJ (“Covered Position(s)”) who worked in California at any time from November 12, 2015 through the date of preliminary approval of the settlement (“Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Releases.**

A. Release by Settlement Class Members. Upon the “Effective Date” (defined below) and the Settlement being fully funded, Plaintiff and every member of the Settlement Class (except those who opt out) shall release and discharge VOX, its current or former subsidiaries, officers, directors, employees, and agents, successors, and assigns (collectively, the “Released Parties”) from all claims, demands, rights, liabilities and causes of action that were pled in the Complaint, or which could have been pled in the

Complaint based on the factual allegations therein, that arose during the Class Period, including the following claims: (1) failure to pay all overtime wages; (2) minimum wage violations; (3) rest period violations; (4) meal period violations; (5) failure to reimburse all necessary business expenditures; (6) wage statement violations; (7) waiting time penalties; and (8) all claims for unfair competition that could have been premised on the factual allegations asserted in the Complaint (“Class Members’ Released Claims”). In addition, all Settlement Class members (whether or not they opt out) who were employed by VOX at any time from November 15, 2018 through the end of the Class Period (the “PAGA Period”) shall release all claims for civil penalties under the Private Attorneys General Act (“PAGA”) that were alleged in Plaintiff’s November 15, 2019 letter to the LWDA and asserted in the Complaint, including claims for PAGA civil penalties based on alleged violations of Labor Code §§ 201-203, 204, 226, 226.2, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 1198 (“PAGA Released Claims”). The period of the release of Class Members’ Released Claims shall extend to the limits of the Class Period. The period of the release of the PAGA Released Claims shall extend to the limits of the PAGA Period.

Release by Plaintiff. In light of Plaintiff’s Class Representative Enhancement Award (discussed below), and as of the Effective Date and the Settlement being fully funded, Plaintiff has agreed to release, in addition to the Class Members’ Released Claims described above, all claims, whether known or unknown, under federal law or state law, against the Released Parties, based on her employment with VOX, to the extent permitted by law, through the date upon which Plaintiff signs the Settlement Agreement (“Plaintiff’s Released Claims”). Specifically excluded from Plaintiff’s Released Claims are any claims that cannot be released as a matter of law, such as claims for workers’ compensation benefits or unemployment benefits.

- B. **Waiver of Section 1542.** The releases of Plaintiff (not Settlement Class members) set forth herein cover both claims that the Plaintiff knows about and claims that Plaintiff may not know about. Plaintiff expressly relinquishes all rights and benefits afforded by Section 1542 of the California Civil Code with respect to her respective claims. That section provides:

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

Effective Date. The “Effective Date” shall be defined as follows. If no objections are filed (or any objections have been withdrawn), the “Effective Date” shall be the date that the Court grants final approval of the Settlement and enters an Order and Judgment. If any objections have been filed and have not been withdrawn (the filing of an objection being a prerequisite to the filing of an appeal), then the “Effective Date” will be either: (i) if no appeal is filed, ten (10) calendar days after the last date on which any appeal might have been filed; or (ii) if an appeal is filed, ten (10) calendar days after the final resolution of any appeal, presuming that the appeal upholds the Settlement.

3. **Maximum Settlement Amount.** As consideration, VOX agrees to pay a “Maximum Settlement Amount” of \$1,000,000.00 in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.
- B. The Maximum Settlement Amount shall be deposited into an escrow account to be established by the Settlement Administrator in nine (9) bi-monthly installments, as follows:
 - (1) First to Fourth Installments: The first through fourth installments, which collectively equal \$360,000.00 of the Maximum Settlement Amount, shall be deposited in four equal installments of \$90,000.00 each. The first, second, third, and fourth installments of \$90,000.00 each shall be deposited no later than March 31, 2022, May 31, 2022, July 31, 2022, and September 30, 2022, respectively.
 - (2) Fifth to Eighth Installments: The fifth through eighth installments, which collectively equal \$480,000.00 of the Maximum Settlement Amount, shall be deposited in four equal installments of \$120,000.00 each. The fifth through eighth installments shall be deposited no later November 30, 2022, January 31, 2023, March 31, 2023, and May 31, 2023, respectively.
 - (3) Ninth Installment: VOX shall deposit the ninth and final installment of \$160,000.00 by July 31, 2023.

With respect to payments to Settlement Class members and Class Counsel’s attorneys’ fees, the amounts shall be paid in two distributions as follows. Fifty percent (50%) of the amounts shall be paid to Settlement Class members and Class Counsel within thirty (30) calendar days after: (i) VOX’s deposit of the sixth installment with the Settlement Administrator; and (ii) the Effective Date has occurred. The remaining fifty percent (50%) of the amounts shall be paid to Settlement Class members and Class Counsel within thirty (30) calendar days after: (i) the Maximum Settlement Amount is fully funded (i.e. VOX has made the ninth and final installment payment); and (ii) the Effective Date has occurred. The amounts approved by the Court for Class Counsel’s litigation costs, settlement administration costs, Plaintiff’s enhancement payment, and payment to the LWDA shall be paid after the ninth and final installment is paid.

- C. Personal Guaranty. As part of this Settlement Agreement, VOX’s Chief Executive Officer, KC Campbell (“Campbell”), has agreed to provide a personal guaranty of the Maximum Settlement Amount. If VOX fails to pay the Maximum Settlement Amount, or any installment thereof, by the date such payment is due under this Settlement Agreement, Campbell will be personally liable to Plaintiff, Settlement Class members, and Class Counsel for any unpaid amount, and Plaintiff and Class Counsel will be entitled to recover any unpaid amount from Campbell, including reasonable attorneys’ fees and costs incurred in securing such payment.

- D. The first through ninth installments shall be deposited into the escrow account established by the Settlement Administrator regardless of whether the Effective Date occurs. If the Effective Date ultimately does not occur, all installments paid to date shall be returned to VOX.
- E. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than \$10,000.00;
 - (3) Up to \$7,500.00 for Plaintiff's Class Representative Enhancement Award, in recognition of her contributions to the Action, her service to the Settlement Class, and her general release of claims. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Award, Plaintiff shall not have the right to revoke this settlement, and it will remain binding;
 - (4) The Parties have agreed to set aside \$40,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$30,000.00, will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, or \$10,000.00, will be payable to certain Settlement Class members as the "PAGA Amount," as described below. Any Court order allocating a different amount to PAGA civil penalties shall not be grounds to revoke this settlement, and it will remain binding; and
 - (5) Up to one-third of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated to be \$333,333.33), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than \$40,000.00. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this settlement, and it will remain binding. However, Class Counsel shall have the right to appeal an order that denies or awards less than the amounts of attorneys' fees or costs requested.
- D. VOX's share of payroll taxes as an employer (*e.g.*, FICA, FUTA) on the portion of Settlement Awards designated as "wages" shall be paid by VOX separately from, and in addition to, the Maximum Settlement Amount. VOX shall deposit the employer's share of payroll taxes with the Settlement Administrator no later than the date it deposits the sixth installment payment (50% of payroll taxes) and the ninth installment (50%) as described in Paragraph 3(B) above.
- E. **Voidability by Plaintiff.** Based on data produced by VOX in connection with mediation, the Parties believe the data reflects that there were approximately 10,050 Work Events (defined below) worked by Settlement Class members during the

Class Period. If the number of Work Events worked by Settlement Class members during the Class Period is more than 10% greater than this figure (i.e., if there are 11,055 events or more), Plaintiff has the option, at her sole discretion, to void the Settlement Agreement.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Settlement Award”) from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiff’s Class Representative Enhancement Award, the amount paid to the LWDA as PAGA civil penalties, and the Settlement Administrator’s fees and expenses for administration. The remaining amount shall be known as the “Net Settlement Amount.”
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Settlement Award based on the following formula:
 - i. PAGA Amount. As noted above, \$10,000.00 has been designated as the “PAGA Amount.” Each Settlement Class member (whether or not they opt out) who was employed by VOX in a Covered Position at any time during the PAGA Period shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked for VOX in a Covered Position in California during the PAGA Period. This will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of pay periods worked during this period, and the denominator of which is the total number of pay periods worked by all Settlement Class members during that time period.

The remainder of the Net Settlement Amount (i.e., after the PAGA Amount is deducted) shall be distributed as follows:

- ii. Payments to all participating Settlement Class members: Eighty percent (80%) of the remainder of the Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member’s proportionate number of events worked for VOX in a Covered Position in California during the Class Period (“Work Events”), by multiplying 80% of the remainder of the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of Work Events, and the denominator of which is the total Work Events worked by all participating Settlement Class members.
- iii. Waiting Time Amount: Fifteen percent (15%) of the remainder of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” Each participating Settlement Class member whose employment with VOX

terminated at any time from November 12, 2016, through the end of the Class Period (the “Waiting Time Period”) shall receive an equal share of the Waiting Time Amount. In other words, the Waiting Time Amount will be divided equally among all participating Settlement Class members whose employment with VOX terminated during the Waiting Time Period.

- iv. Wage Statement Amount: Five Percent (5%) of the remainder of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by VOX in a Covered Position in California at any time from November 12, 2018 to the end of the Class Period, shall receive a portion of the Wage Statement Amount proportionate to the number of pay periods worked for VOX in a Covered Position in California during that time period. This shall be calculated by multiplying 5% of the remainder of the Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member’s number of pay periods worked during this period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members during this period.

- C. Within fifteen (15) calendar days following the Court’s granting final approval, the Settlement Administrator will calculate Settlement Award amounts for each Settlement Class member and provide the same to counsel for review and approval. As noted above, Settlement Awards will be paid to Settlement Class members in two distributions: Fifty percent (50%) after VOX has deposited the sixth installment pursuant to paragraph 3(B)(2) above, and fifty percent (50%) after VOX has deposited the ninth and final installment pursuant to paragraph 3(B)(3) above. Within thirty (30) calendar days of VOX’s deposit of the sixth installment under paragraph 3(B)(2), and after receiving approval from counsel of the Settlement Administrator’s calculations of Settlement Awards, the Settlement Administrator shall issue payments to Settlement Class members for fifty percent (50%) of each Settlement Class member’s respective Settlement Award. Within thirty (30) calendar days of VOX’s deposit of the ninth and final installment under paragraph 3(B)(3) (such that the Maximum Settlement Amount is fully funded), the Settlement Administrator shall issue payments to Settlement Class members for the remaining fifty percent (50%) of their respective Settlement Awards. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to VOX’s counsel.
- D. For purposes of calculating applicable taxes and withholdings for the Settlement Class members, each Settlement Award shall be allocated as follows: twenty percent (20%) as wages, forty percent (40%) as penalties, and forty percent (40%) as interest. The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 for amounts deemed “wages” and an IRS Form 1099 for the portions allocated as penalties and interest. As stated above, VOX is responsible for the employer’s share of payroll taxes on the wages portion of the Settlement Awards, and these taxes will not be deducted from the Maximum

Settlement Amount. Notwithstanding the treatment of the payments to each participating Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable bonus, benefit or retirement plan, unless required by such plans. Settlement Class members are responsible for the proper income tax treatment of their Settlement Awards. Neither the Settlement Administrator, VOX, VOX's counsel, Plaintiff, nor Class Counsel can provide tax advice, and each Settlement Class member should consult with his/her tax advisor concerning the tax consequences of and treatment of payments they receive under the Settlement Agreement.

- E. Each member of the Settlement Class who receives a Settlement Award must cash any Settlement Award check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the California State Controller for deposit in the Unclaimed Property Fund in the name of the Settlement Class member.
- F. Neither Plaintiff nor VOX shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** VOX will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Maximum Settlement Amount, which is currently estimated to be \$333,333.33. Additionally, VOX will not object to Class Counsel's request for an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$40,000.00, from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Enhancement Award.** VOX will not object to a request for a Class Representative Enhancement Award of up to \$7,500.00 to Plaintiff for her time and risk in prosecuting this case, her general release of claims, and her service to the Settlement Class. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event the Court reduces or does not approve the requested Enhancement Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** VOX will not object to the appointment of Phoenix Settlement Administrators as the Settlement Administrator. VOX will not object to Plaintiff seeking permission to pay up to \$10,000.00 to the Settlement Administrator for its services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for sending

notices and for calculating Settlement Awards and preparing all checks and mailings, calculating VOX's share of taxes payable on the wage portion of Settlement Awards, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after full Settlement Awards have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines and Tuvia Korobkin of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, VOX will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, dates of employment, positions held, number of Work Events worked during the Class Period, and the number of pay periods worked during the Wage Statement/PAGA Period, for each Settlement Class member (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member and obtain approval from counsel of those calculations; (iv) format Notice Packets and obtain approval from counsel of the same; and (v) mail a Notice Packet to each

Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”). The Class Notice shall state that a Settlement Class member who wishes to exclude himself or herself from the Settlement must submit a “Request for Exclusion” by the Response Deadline. A Request for Exclusion is a letter or card prepared by the Settlement Class member which must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion Form not containing a Settlement Class member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who validly requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Neither Plaintiff, Class Counsel, VOX, nor VOX’s counsel will request, solicit, or otherwise encourage Settlement Class members to opt out of the Settlement.
- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and VOX’s counsel, who shall then file all such objections with the Court). VOX’s counsel and Class Counsel shall file any responses to objections no later than five (5) calendar days before the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Settlement Class member’s full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. A Settlement Class member who wishes to submit a written objection but who fails to comply with the written objection procedures set forth above and/or in the Class Notice shall be deemed not to have submitted a written objection. Settlement Class members will also have a right to appear at the Final Approval Hearing in order to have any oral objections heard by the Court. Settlement Class members who fail to object in one of the manners specified herein shall be deemed to have waived all objections to the Settlement Agreement and

shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. Neither Plaintiff, Class Counsel, VOX, nor VOX's counsel will request, solicit, or otherwise encourage Settlement Class members to object to the Settlement.

- E. Notice of Estimated Settlement Award / Disputes. The Notice of Estimated Settlement Award mailed to each Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award and: (i) the Settlement Class member's number of Work Events worked for VOX in California during the Class Period; (ii) the number of pay periods worked by the Settlement Class member in California in a Covered Position during the Wage Statement/PAGA Period; and (iii) whether the Settlement Class member separated from his or her employment with VOX during the Waiting Time Period. Settlement Class members will have the opportunity, should they disagree with VOX's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be immediately re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) calendar days of the mailing, the Settlement Class member received the Notice Packet (although the Settlement Administrator will continue to conduct a skip-trace on any Notice Packets that are returned as undeliverable with no forwarding address throughout the Notice period). Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-

deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or VOX's Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Award, PAGA payment to the LWDA, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement Agreement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If the Effective Date does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the settlement on their website, but may not include the names of the Parties or the case number.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to VOX: John R. Giovannone, Carothers DiSante & Freudenberger LLP,
707 Wilshire Boulevard, Suite 5150, Los Angeles, California
90017; jgiovannone@cdblaborlaw.com.

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive,
Suite 180, El Segundo, California 90245;
phaines@haineslawgroup.com.

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE

DATED: Monday, February 15th, 2021

**KACE ENTERTAINMENT, INC. dba VOX
DJs, INC.**

By: KC Campbell

Its: Owner

DATED: Monday, February 15th, 2021

KC CAMPBELL

KC Campbell

Guarantor

DATED: _____, 2021

EMMA ALYCE WEBER

Plaintiff and Class Representative

APPROVED AS TO FORM:

DATED: 2/15, 2021

CDF Labor Law LLP, formerly
**CAROTHERS, DISANTE &
FREUDENBERGER LLP**

By: [Signature]
John R. Giovannone
Attorneys for Defendant

DATED: _____, 2021

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiff

SIGNATURE PAGE

DATED: _____, 2021

**KACE ENTERTAINMENT, INC. dba VOX
DJs, INC.**

By: _____

Its: _____

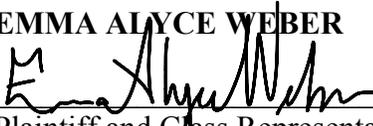
DATED: _____, 2021

KC CAMPBELL

Guarantor

DATED: February 15th,
2021, 2021

EMMA ALYCE WEBER



Plaintiff and Class Representative

APPROVED AS TO FORM:

DATED: _____, 2021

**CARUTHERS, DISANTE &
FREUDENBERGER LLP**

By: _____

John R. Giovannone
Attorneys for Defendant

DATED: February 15, 2021

HAINES LAW GROUP, APC

By: 

Paul K. Haines
Attorneys for Plaintiff