

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

EMMA ALYCE WEBER,
Plaintiff,
vs.
KACE ENTERTAINMENT, INC., *et al.*
Defendants.

Case No. 19STCV40561

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees of Kace Entertainment, Inc., dba VOX DJs, Inc. (“VOX”) in the positions of DJ, Roadie for DJ, DJ Roadie, Assistant to DJ, DJ Assistant, and Shadow to DJ who worked in California at any time from November 12, 2015 and March 10, 2021. These employees are referred to as the “Settlement Class.”

**PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.**

Why should you read this Notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Emma Alyce Weber v. Kace Entertainment, Inc.*, Los Angeles County Superior Court Case No. 19STCV40561 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from the Settlement. VOX’s records show that you were employed by VOX in California as a non-exempt DJ, Roadie for DJ, DJ Roadie, Assistant to DJ, DJ Assistant, and/or Shadow to DJ (collectively called “Covered Position(s)”) at some point between November 12, 2015 and March 10, 2021 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. Any final judgment will be posted to the Settlement Administrator’s website, www.phoenixclassaction.com/WebervKace

What is this case about?

Plaintiff Emma Alyce Weber (“Plaintiff”) has filed a lawsuit alleging that VOX violated California law by: (i) failing to pay overtime wages; (ii) failing to pay at least the minimum wage for all hours worked; (iii) failing to provide meal periods; (iv) failing to authorize and permit rest periods; (v) failing to issue accurate itemized wage statements; (vi) failing to pay all wages owing upon separation of employment; and, as a result of the above, (vii) engaging in unlawful business practices. In addition, Plaintiff seeks recovery of civil penalties under the California Private Attorneys General Act (“PAGA”), interest, and attorneys’ fees and costs. Plaintiff is known as the “Class Representative” and her attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Court has not ruled on the merits of Plaintiff’s claims.

VOX has denied and continues to deny that it has done anything wrong, and believes it has acted in compliance with all applicable laws and that Plaintiff’s claims have no merit. VOX also denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. By agreeing to settle, VOX is not admitting liability on any of the factual allegations or claims asserted in the Action, or that the Action can or should proceed as a class action in a non-settlement context.

However, to avoid additional expense, inconvenience, and interference with its business operations, VOX has concluded that it is in its best interests to revise certain of its personnel and compensation policies and to settle the Action on the terms summarized in this Notice. After VOX provided relevant information to Class Counsel, the Settlement was reached after mediation and negotiations between the parties.

The Class Representative and Class Counsel also support the Settlement. Among the reasons for support are the defenses to liability potentially available to VOX, the risk of denial of class certification, the inherent risks of trial on the merits, VOX’s financial condition (particularly in light of the COVID-19 pandemic), and the delays and uncertainties associated with litigation.

If you are still employed by VOX, your decision about whether to participate in the Settlement will not affect your employment. California law and VOX’s company policies strictly prohibit unlawful retaliation. VOX will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member’s decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / the Settlement Class: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Tuvia Korobkin tkorobkin@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for VOX: CAROTHERS DISANTE & FREUDENBERGER, LLP John R. Giovannone jgiovannone@cdfllaborlaw.com Allison O. Chua achua@cdfllaborlaw.com 707 Wilshire Boulevard, Suite 5150 Los Angeles, California 90017 Tel.: (213) 612-6300 Fax: (213) 612-6301 www.cdfllaborlaw.com
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What are the terms of the Settlement?

On March 10, 2021, the Los Angeles County Superior Court (the “Court”) granted preliminary approval of the Settlement on behalf of a class consisting of all current and former employees who worked for VOX in a Covered Position in California at any time during the Class Period. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release claims against VOX as specifically described below.

VOX has agreed to pay \$1,000,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Action, including claims by eligible Settlement Class members, attorneys’ fees, costs, settlement administration costs, PAGA civil penalties, and the Class Representative’s Enhancement Award.

The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount, currently estimated to be \$333,333.33, as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$40,000.00 for verified costs Class Counsel incurred in connection with the Action.

Class Representative Enhancement Award. Class Counsel will ask the Court to approve an enhancement award of \$7,500.00 to the Class Representative. This award is to compensate the Class Representative for her service and extra work provided on behalf of the Settlement Class members.

PAGA Civil Penalties. The parties have agreed to allocate \$40,000.00 of the Maximum Settlement Amount as alleged civil penalties for the settlement of Plaintiff’s PAGA claim. Seventy-five percent (75%) of that amount, or \$30,000.00, will be paid to the California Labor & Workforce Development Agency (“LWDA”). The remaining \$10,000.00 has been designated as the “PAGA Amount” and will be paid to certain Settlement Class members as described below.

Calculation of Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts for administration costs, attorneys’ fees and expenses, class representative enhancement award, and the LWDA’s share of PAGA penalties, the balance of the Maximum Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated to be approximately \$579,166.67. The NSA will be distributed to Settlement Class Members as follows:

- (i) First, \$10,000.00 has been designated as the “PAGA Amount” as described above and will be allocated to all Settlement Class members (whether or not they opt out) who were employed by VOX in a Covered Position in California at any time between November 15, 2018 through March 10, 2021 in proportion to the number of pay periods that he or she worked for VOX in a Covered Position in California during that time period.
- (ii) After deducting the PAGA Amount, 80% of the remainder of the NSA has been designated for all participating Settlement Class members, and will be allocated proportionally based on each participating Settlement Class member’s total events worked for VOX in a Covered Position in California during the Class Period.
- (iii) 15% of the remainder of the NSA has been designated as the “Waiting Time Amount” and will be allocated in equal amounts to all participating Settlement Class members whose employment with VOX ended at any time from November 12, 2016 through March 10, 2021.
- (iv) The final 5% of the remainder of the NSA has been designated as the “Wage Statement Amount” and will be allocated to all participating Settlement Class members who were employed by VOX in a Covered Position in California at any time between November 12, 2018 through March 10, 2021 in proportion to the number of pay periods that he or she worked for VOX in a Covered Position in California during that time period.

Deposit of Maximum Settlement Amount. If the Court grants final approval of the Settlement, the Maximum Settlement Amount will be paid by VOX in nine (9) bi-monthly installments as follows. The first, second, third, and fourth installments, in the amount of \$90,000.00 each, shall be deposited by VOX by March 31, 2022, May 31, 2022, July 31, 2022, and September 30, 2022, respectively. The fifth through eighth installments, in the amount of \$120,000.00 each, will be made no later than November 30, 2022, January 31, 2023, March 31, 2023, and May 31, 2023, respectively. VOX shall deposit the ninth and final installment, in the amount of \$160,000.00, by July 30, 2023.

Payments to Settlement Class Members: If the Court grants final approval and the Settlement becomes final, Settlement Awards shall be paid to participating Settlement Class members in two distributions on the following schedule:

First Distribution: The first distribution, equal to 50% of each Settlement Class member’s Settlement Award, shall be mailed to Settlement Class members within 30 days of VOX’s payment of the sixth installment described above.

Second Distribution: The second distribution, equal to the remaining 50% of each Settlement Class member’s Settlement Award, will be mailed to Settlement Class members within 30 days of VOX’s payment of the ninth and final installment described above.

Allocation and Taxes. For tax purposes, Settlement Awards shall be treated as follows: 20% as wages, for which IRS forms W-2 will be issued; and 40% as penalties and 40% as interest, for which IRS forms 1099 will be issued. Settlement Class members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, VOX and its counsel, Plaintiff and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement and the Settlement becomes final, and once the Settlement is fully funded,, the Class Representative, 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 operative complaint in the Action, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose during the Class Period, including: (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 operative complaint in the Action Class Members’ Released Claims”). In addition, all Settlement Class members (whether or not they opt out) who worked for VOX at any time from November 15, 2018 through the end of the Class Period (“PAGA Period”) will 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 (“PAGA Released Claims”), 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 for Class Members’ Released Claims shall extend to the limits of the Class Period. The period of the release for the PAGA Released Claims shall extend to the limits of the PAGA Period.

Conditions of Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of events you worked for VOX in a Covered Position in California during the Class Period; the number of pay periods, if any, you worked for VOX in a Covered Position in California between November 12, 2018 and March 10, 2021; the number of pay periods, if any, you worked for VOX in a Covered Position during the PAGA Period; and whether your employment with VOX ended between November 12, 2016 and March 10, 2021. Your estimated individual Settlement Award is included in the enclosed Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated herein.

Changes of Address. If your mailing address changes, please notify the Settlement Administrator of your new mailing address, so that your Settlement payment is mailed to the correct address. You may notify the Settlement Administrator of your new address by either (i) filling out Sections I and II of the enclosed Notice of Estimated Settlement Award and mailing it to the Settlement Administrator, or (ii) calling the Settlement Administrator at 1-800-523-5773 to advise them of your new mailing address.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit each of your Settlement Award checks within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the funds from the check will escheat to the California State Controller to be deposited in the California Unclaimed Property Fund in your name.

What other options do I have?

Disputing Information in Notice of Estimated Settlement Award. Your estimated Settlement Award has been calculated and is included in the enclosed Notice of Estimated Settlement Award. As stated above, your estimated Settlement Award is based on the number of events you worked for VOX in a Covered Position in California during the Class Period; the number of pay periods, if any, you worked for VOX in a Covered Position in California between November 12, 2018 and March 10, 2021; the number of pay periods, if any, you worked for VOX in a Covered Position during the PAGA Period; and whether your employment with VOX ended between November 12, 2016 and March 10, 2021. The information contained in VOX's records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than June 7, 2021. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion," which is a letter or postcard, postmarked no later than June 7, 2021, with your full name, your current address, telephone number, last 4 digits of your social security number, and your signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE WEBER V. KACE ENTERTAINMENT, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member, shall be barred from participating in the Settlement, and shall receive no benefits from the Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, in writing, you must mail a written Objection to the Settlement Administrator. Your written Objection must include your full name, current address, last 4 digits of your social security number, the name and contact information of any attorney representing you, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. All written objections or other correspondence must state the name and number of the case, which is *Emma Alyce Weber v. Kace Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 19STCV40561. Objections in writing must be postmarked on or before June 7, 2021.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing. You do not need to submit a written objection in order and appear and/or object at the Final Approval Hearing. You have the right to appear either in person or through your own attorney at this hearing. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before June 7, 2021. As noted above, all correspondence related to this case must state the case name and case number.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are not excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on August 25, 2021, at 9:30 a.m. in Department SSC-17 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel's request for attorneys' fees and expenses, the enhancement award to the Class Representative, and the Settlement administration costs. The Final Approval Hearing may be postponed or moved to another location without further notice to the Settlement Class. To confirm whether the Final Approval Hearing has been postponed or changed location, you may visit www.phoenixclassaction.com/WebervKace. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

Appearances may be made remotely through CourtConnect (for a fee unless a fee waiver has been obtained). Anyone wishing to personally appear at the Courthouse to review the file and/or attend a hearing will be required to comply with all social distancing requirements and orders then in effect, including, as applicable, the wearing of a mask.

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012, by making an appointment with the Clerk. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **June 7, 2021**. These deadlines will be strictly enforced.