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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**

17 PARKER WRIGHT, ALYSSA GRANT, KEVIN
DOHERTY, and JUSTIN ATKINS,

18 Plaintiffs,

19 v.

20 ENTERTAINMENT CENTRAL AGENCY, INC
21 dba Entertainment Central Productions; JEREMY
22 JAMES; SHALISA JAMES; and DOES 1 through
20, inclusive,

23 Defendants.

Case No. 18STCV01046

Assigned to the Hon. Daniel J. Buckley

CLASS ACTION

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Date Action Filed: October 16, 2018

1 Plaintiffs Parker Wright, Alyssa Grant, Kevin Doherty, and Justin Atkins, individually and on
2 behalf of all similarly situated current and former employees (collectively “Plaintiffs”), and Defendants
3 Entertainment Central Agency, Inc. dba Entertainment Central Productions, Jeremy James, and Shalisa
4 James (collectively, “ECA”), (collectively, the “Parties”), subject to the terms and conditions hereof and
5 final approval by the Court, hereby enter into this Joint Stipulation of Class Action Settlement and
6 Release (“Settlement Agreement”).

7 IT IS HEREBY STIPULATED AND AGREED by and among the Plaintiffs, for themselves and
8 the Class, and Defendants, by and through their respective attorneys, that subject to final Court approval,
9 the Class Action will be finally and fully and forever compromised, released, resolved, discharged, and
10 settled, and will be dismissed with prejudice as to Defendants, subject to the terms and conditions set
11 forth in this Agreement.

12 I. RECITALS

13 A. Background and Procedural History

14 1.1. On October 16, 2018, Plaintiffs filed their Complaint in the Superior Court for the State
15 of California, County of Los Angeles. On November 21, 2018, Defendants filed their Answer and
16 simultaneously removed the case to federal court. The parties conducted extensive written discovery. On
17 January 28, 2019, the parties met in an effort to resolve the case in an all-day meeting in Los Angeles,
18 California. The meeting resulted in a settlement.

19 1.2. The Parties and their counsel are sufficiently familiar with the facts of these cases and the
20 applicable laws to make an informed judgment as to the fairness of the Settlement, the respective
21 strengths and weaknesses of the claims, the certifiability of the class Plaintiffs sought to certify, and the
22 risks of proceeding in litigation. The Parties are represented by competent counsel and have had the
23 opportunity to consult with counsel prior to the signing of this Agreement.

24 1.3. After the execution of this Agreement, Plaintiffs shall, before moving for Preliminary
25 Approval, file in this matter an Amended Class Action Complaint (“ACC”) to allege a cause of action
26 under California Labor Code § 2802.

27 1.4. The Parties agree to submit the Settlement for Preliminary and Final Approval in the Los
28 Angeles Superior Court.

1 **B. Parties' Statements and Recognition of the Benefits of the Settlement**

2 1.5. The Class Action arises out of Defendants' alleged misclassification of performers as
3 independent contractors instead of employees at several venues, including the "Frog Choir" and
4 "Grinchmas" productions at Universal Studios Hollywood. Class Counsel has conducted extensive
5 investigation into the facts of the Class Action, including formal written discovery, disclosures and other
6 investigation undertaken by counsel for Plaintiffs.

7 1.6. The Parties engaged in extensive negotiations and the exchange of data, documents, and
8 information in this litigation. Based on a thorough investigation and evaluation of this case, Class
9 Counsel and Plaintiffs have concluded that the proposed Settlement with Defendants for the
10 consideration and on the terms set forth in this Settlement Agreement, is fair, reasonable, and adequate
11 and is in the best interest of the Class in light of all known facts and circumstances, including the risk of
12 significant delay, defenses asserted by Defendants, and numerous potential appellate issues.

13 1.7. Defendants deny each and all of the claims alleged by Plaintiffs in the Class Action.
14 Defendants expressly deny any and all charges of wrongdoing or liability arising out of any of the acts,
15 omissions, facts, matters, transactions, or occurrences alleged, or that could have been alleged, in the
16 Class Action. Nevertheless, Defendants have taken into account the uncertainty and risks inherent in
17 any litigation and have also concluded that further litigation of these actions would be protracted and
18 expensive. Defendants, therefore, have determined that it is desirable and beneficial that the Class
19 Action be settled in the manner and upon the terms and conditions set forth in this Settlement
20 Agreement. Neither this Settlement Agreement, nor any document referred to or contemplated herein,
21 nor any action taken to carry out this Settlement Agreement, is, may be construed as, or may be used as
22 an admission, concession, or indication by or against Defendants of any fault, wrongdoing or liability
23 whatsoever.

24 1.8. For the purposes of this Agreement only, the Parties agree to certification of the Class, to
25 include all Class Members. As set forth above, Plaintiffs expressly reserve their rights to move for class
26 certification should the Court decide to not approve this Settlement.

27 **II. DEFINITIONS**

28 As used in this Agreement, the following terms shall have the meanings specified below:

1 2.1. “Agreement”, “Settlement”, or “Settlement Agreement” means this Joint Stipulation of
2 Class Action Settlement and Release and all actions taken pursuant to and in furtherance of this
3 Agreement.

4 2.2. “Administrator” means KCC LLC (“KCC”) or such other administrator as may be
5 approved by the Court, which shall be responsible for administering the Settlement pursuant to the terms
6 of the Agreement, the Preliminary Approval Order, and the Judgment. The Administration Costs shall
7 be paid out of the Gross Settlement Fund.

8 2.3. “Administration Costs” means the amount approved by the Court to be paid to the
9 Administrator to perform the Administration Duties as described in Section 4.4 below. It is estimated
10 that the Administration Costs will total an estimated \$ 5,000.

11 2.4. “Attorneys’ Fees and Costs Payment” shall mean the amount of Attorneys’ Fees and out-
12 of-pocket expenses to prosecute the Class Action to be paid to Class Counsel, as approved by the Court.

13 2.5. “Class Action” or “Action” shall mean above-captioned Class Action: *Wright et al. v.*
14 *Entertainment Central Agency et al.*: 18STCV01046, in the Los Angeles Superior Court.

15 2.6. “Class Counsel” shall mean the attorneys representing Plaintiffs in the Class Action: Jay
16 Smith, Joshua F. Young, and Michael D. Weiner of Gilbert & Sackman, a Law Corporation.

17 2.7. “Class List and Data” shall mean the information Defendants shall provide following
18 Preliminary Approval for purpose of providing notice of the Settlement to the Class.

19 2.8. “Class” or “Class Members” shall mean all persons in California who worked as
20 performers and were classified as independent contractors by Defendants during the four years
21 preceding the filing of this Complaint.

22 2.9. “Class Period” shall mean the period beginning October 16, 2014, and ending on the date
23 Defendants fully fund the settlement amount.

24 2.10. “Defendants” shall mean Entertainment Central Agency, Inc. dba Entertainment Central
25 Productions, Jeremy James, and Shalisa James.

26 2.11. “Defense Counsel” shall mean the attorneys representing Defendants in the Class Action:
27 Sabrina L. Shadi and Christopher Habashy of Baker & Hostetler LLP.

28

1 2.12. “Effective Date” means the date by which this Settlement is finally approved as provided
2 herein and the Court’s Final Approval Order becomes binding. For purposes of this Settlement
3 Agreement, the Final Approval Order becomes binding: (1) if there are no objections to the settlement,
4 then the date of final approval by the Court; (2) if there are objections to the settlement, then the later of
5 (a) the day after the deadline by which a notice of appeal to the California 2nd Circuit Court of Appeal of
6 the Final Approval Order and/or of an order rejecting any motion to intervene may be timely filed, and
7 none is filed; (b) if such an appeal is filed, and the appeal is finally disposed of by ruling, dismissal,
8 denial or otherwise, the day after the deadline for filing a request for further review of the Court of
9 Appeal’s decision passes and no further review is requested; (c) if an appeal is filed and there is a final
10 disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal and further review of the
11 Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice
12 and/or no further review of the decision can be requested, or (d) if review is accepted, the day after the
13 California Supreme Court affirms the Settlement. The Effective Date cannot occur until and unless final
14 approval occurs with no objections to the settlement or, if there are any objections, then after there is no
15 possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from
16 becoming final and binding.

17 2.13. The occurrence of the Effective Date is a prerequisite to any distributions from the Gross
18 Settlement Fund.

19 2.14. “Final Fairness / Approval Hearing” means the hearing to be conducted by the Court, or
20 any other Court taking jurisdiction of this matter, to determine whether to finally approve the
21 Settlement.

22 2.15. “Gross Settlement Fund” or “GSF” means the non-reversionary sum of One Hundred
23 Twenty Thousand Dollars (\$120,000.00) which is the total and maximum amount Defendants will be
24 required to pay under this Settlement Agreement. The GSF will include the payments to: (i) all
25 Participating Class Members, as described herein; (ii) the PAGA Payment; (iii) Service Payments to the
26 Plaintiffs/Class Representatives, as described herein; (iv) Class Counsel’s Attorneys’ Fees and Costs, as
27 described herein; and (v) Administration Costs, as described herein. Under no circumstances shall any
28 portion of the GSF revert to Defendants.

1 2.16. “Individual Settlement Payment” shall mean the proportionate share of the NSF (defined
2 below) to be issued to a Participating Class Member based upon the formula set forth below in Section
3 4.18 of this Agreement.

4 2.17. “Net Settlement Fund” or “NSF” means the Gross Settlement Fund less Court-approved
5 Class Counsel’s Attorneys’ Fees and Costs, Administration Costs, the Service Payments to the Class
6 Representatives, and the PAGA Payment to the LWDA. To the extent the Court does not approve the
7 full amount of the requested Attorneys’ Fees and Costs, Administration Costs, or the Service Payments,
8 the Net Settlement Fund will increase accordingly.

9 2.18. “Notice Packet” refers to the documents mailed to the Class pursuant to the terms of this
10 Settlement, and includes the Court-approved Notice of Class Action Settlement attached hereto as
11 Exhibit A.

12 2.19. “Notice Response Deadline” means 45 days from the date of the initial mailing of the
13 Notice Packet, or such other date as set by the Court in the Preliminary Approval Order.

14 2.20. “PAGA Payment” means the amount to be paid to settle the claims for which penalties
15 under California’s Private Attorney General Act (“PAGA”), California Labor Code §§ 2698 *et seq.*, may
16 be sought or are otherwise available, as set forth in Section 3.10 of this Agreement.

17 2.21. “Participating Class Member” means any Class Member who has not by the Notice
18 Response Deadline postmarked a request for exclusion from the Settlement. Each Participating Class
19 Member will be issued an Individual Settlement Payment without the need to return a claim form.

20 2.22. “Plaintiffs” and “Class Representatives” shall mean Parker Wright, Alyssa Grant, Kevin
21 Doherty, and Justin Atkins.

22 2.23. “Preliminary Approval” and “Preliminary Approval Order” mean the order preliminarily
23 approving this Settlement, which shall, among other things, preliminarily find the Settlement to be fair,
24 reasonable and adequate; approve KCC as the Administrator; approve the content and distribution of the
25 Notice Packet to the Class Members; and set the date for the Final Approval Hearing, as contemplated in
26 Section 2.12 of this Agreement.

27 2.24. “Qualifying Shift” shall mean a shift worked during the Class Period as a Class Member.
28

1 2.25. “Released Claims” means all claims for wages and related penalties actually alleged in
2 the Action by the Plaintiffs, on behalf of themselves, the Class Members, and the allegedly aggrieved
3 employees, based on the facts alleged in the Complaint, allegedly occurring during the Class Period,
4 including but not limited to: (1) failure to pay minimum wages in violation of Labor Code §§ 1182,
5 1194 and 1197; (2) failure to provide meal periods or compensation in lieu thereof in violation of Labor
6 Code §§ 226.7 and 512, the applicable IWC Wage Orders, or California’s Unfair Competition Law, Bus.
7 & Prof. Code § 17200 *et seq.*; (3) failure to provide rest breaks or compensation in lieu thereof in
8 violation of California Labor Code § 226.7, the applicable IWC Wage Orders, or California’s Unfair
9 Competition Law, Bus. & Prof. Code § 17200 *et seq.*; (4) failure to pay waiting time penalties under
10 Labor Code §§ 201-203; (5) Failure to Pay Earned Wages in Violation of California Labor Code §§ 204,
11 206, 216, 218.5, 216.5, 510, 1194 and 1198; (6) Failure to Provide Reimbursement for Business
12 Expenses in Violation of California Labor Code § 2802; (7) Failure to Provide Accurate Itemized Wage
13 Statements in Violation of Labor Code § 226; (8) civil penalties under the Private Attorneys General Act
14 (“PAGA”), California Labor Code § 2698 *et seq.*, for the alleged California Labor Code violations that
15 were alleged in the Action based on the facts stated in the Complaint; (9) Conversion; (10) that
16 Defendants are liable for the attorneys’ fees incurred to prosecute this Action on behalf of Class
17 Members, including fees incurred for the services of Class Counsel; and (11) that Defendants are liable
18 for any other remedies, penalties or interest under California law, including any associated with payroll
19 taxes or withholdings, based on the facts alleged in the Complaint. “Released Claims” also includes all
20 claims that Plaintiffs and/or the Class Members may have against the Released Parties relating to (i) the
21 payment, taxation and allocation of attorneys’ fees and costs to Class Counsel pursuant to this
22 Settlement Agreement, (ii) the payment, taxation and allocation of Plaintiffs’ Service Payment pursuant
23 to this Settlement Agreement, and (iii) the payment, taxation, and allocation of penalties under the Labor
24 Code, including PAGA.

25 2.26. “Released Parties” shall mean Defendants Entertainment Central Agency, Inc., Jeremy
26 James, and Shalisa James, and each of them, including each of their past and present and future
27 successors, subsidiaries, parents, holding companies, sister and affiliated companies, divisions and other
28 related entities, as well as the successors, predecessors, shareholders, subsidiaries, investors, parent,

1 sister and affiliated companies, officers, directors, partners, assigns, agents, employees, principals, heirs,
2 administrators, attorneys, vendors, accountants, auditors, consultants, fiduciaries, insurers, reinsurers,
3 employee benefit plans, and representatives of each of them, both individually and in their official
4 capacities, past or present, as well as all persons acting by, though, under or in concert with any of these
5 persons or entities.

6 2.27. Request for Exclusion. "Request for Exclusion" means a written request made by a Class
7 Member to the Administrator seeking to be excluded from the Class, in the manner set forth in Section
8 4.8 *et seq.*

9 2.28. "Service Payment" means a payment, as approved by the Court, to Plaintiffs/Class
10 Representatives Parker Wright, Alyssa James, Kevin Doherty, and Justin Atkins, each, in the sum of
11 \$1,000.00, each in consideration of their efforts to initiate and prosecute the Class Action, work
12 performed, risks for payment of costs in the event of loss, stigma and execution of general releases of all
13 claims each may have against Defendants as more particularly described in Section 2.25. Defendants
14 will not oppose the Service Payment requests in these amounts. Each Plaintiff will be issued an Internal
15 Revenue Service Form 1099 for any Service Payment. The Plaintiffs/Class Representatives agree they
16 are solely responsible for the tax consequences of the Service Payments, if any. In the event that the
17 Court (or any appellate court) awards less than the amount requested for each Service Payment, only the
18 awarded amount shall be paid and shall constitute satisfaction of those obligations and full payment
19 thereunder, and any unawarded portion of the requested Service Payment shall be made a part of the
20 NSF for distribution to Participating Class Members. Service Payments to Plaintiffs are in addition to
21 Individual Settlement Payments that Participating Class Members shall receive under the terms of this
22 Settlement.

23 2.29. Withholdings and Taxes. "Withholdings and Taxes" means all withholdings from the
24 Individual Settlement Payments required by law plus all federal, state, and local employment payroll
25 taxes due in regard to the Individual Settlement Payments, whether owed by a Participating Class
26 Member or by Defendants.

1 **III. SETTLEMENT TERMS**

2 3.1. **Payment of GSF by Defendants.** In full settlement of the Released Claims and
3 following the Effective Date, Defendants shall deliver the Gross Settlement Fund (GSF) to the
4 Administrator in accordance with the timeline set forth in Section 4.29, below. The GSF shall consist of
5 the following amounts, the aggregate of which shall not exceed the Gross Settlement Fund: (a) the
6 Individual Settlement Payments to all Class Members, (b) the Attorneys' Fees and Costs Payment, (c)
7 the PAGA Payment, (d) Plaintiffs' Service Payments, and (e) the Administration Costs. Concurrently
8 with its delivery of the GSF, Defendants shall also deliver to the Administrator Defendants' share of the
9 employers' Withholdings and Taxes, as calculated by the Administrator based on the wage portion of
10 the Individual Settlement Payments.

11 3.2. **Attorneys' Fees and Costs Payment.** Class Counsel may request a reasonable award of
12 Attorneys' Fees and Costs from the Court to compensate them for fees and costs incurred for work
13 already performed in this Class Action, and the work remaining to be performed in documenting the
14 Settlement, securing Court approval of the Settlement Agreement, administering the Settlement, and
15 defending against any appeals, as well as all associated expenses. The amount of fees and costs awarded
16 to Class Counsel shall be left to the discretion of the Court. Defendants will not oppose a reasonable
17 request for attorneys' fees and costs.

18 3.3. Class Counsel will submit an application for Attorneys' Fees and Costs to the Court for
19 approval prior to the date of the Final Fairness Approval Hearing.

20 3.4. The Parties agree that Class Counsel shall be solely responsible for the division and
21 distribution among Class Counsel of any and all Court-approved Attorneys' Fees and Costs awarded in
22 the Class Action to Class Counsel.

23 3.5. In the event that the Court denies, modifies, or reduces Class Counsel's request for
24 Attorneys' Fees and Costs, then Plaintiffs, Class Counsel, and the Participating Class Members may not
25 seek to modify, revoke, cancel, terminate, or void this Settlement Agreement and will not seek, request,
26 or demand an increase in the Settlement Amount.

27 3.6. If Class Counsel appeal the Court's ruling on their request for Attorneys' Fees and Costs,
28 any ruling of any appellate court in such an appeal (regardless of its substance) shall not constitute a

1 material alteration of this Settlement Agreement, and shall not give Plaintiffs, Class Counsel, or the
2 Participating Class Members the right to modify, revoke, cancel, terminate, or void this Settlement
3 Agreement.

4 3.7. All claims for attorneys' fees or costs or expenses that Class Counsel, Plaintiffs, and the
5 Participating Class Members may possess against Defendants have been compromised and resolved in
6 this Settlement Agreement and shall not be affected by any appeal that Class Counsel may file.

7 3.8. The Attorneys' Fees and Costs payment shall represent payment for all claims for Class
8 Counsel's attorneys' fees and costs, past and future, incurred in the Action. The Fee and Expense
9 Award shall be paid from the GSF, and Defendants shall not otherwise be required to pay for any
10 portion of Plaintiffs' or the Class Members' attorneys' fees, costs or expenses. The Attorneys' Fees and
11 Costs payment shall be paid to Class Counsel from the GSF following the Effective Date, in accordance
12 with Section 4.30, below. An award by the Court of Attorneys' Fees or Costs that is less than the
13 amounts applied for will not be grounds for Plaintiffs or Class Counsel to challenge or withdraw from
14 the Settlement.

15 3.9. **Service Payments to Plaintiffs/Class Representatives.** Defendants agree not to oppose
16 a Service Payment to each Plaintiff in an amount not to exceed \$1,000.00 for their service in bringing
17 and prosecuting the Action on behalf of the Class. The Service Payments shall be paid to Plaintiffs from
18 the GSF following the Effective Date, in accordance with Section 4.30, below.

19 3.10. **PAGA Payment.** The Parties agree to seek approval from the Court for a payment of
20 \$4,000.00 for resolution of the PAGA claims alleged in the Action. The Parties agree that \$3,000.00
21 (75%) of the PAGA Payment shall be paid to the LWDA and \$1,000.00 (25%) of the PAGA Payment
22 shall remain part of the Net Settlement Fund to be paid to the aggrieved employees. The PAGA
23 Payment shall be paid to the LWDA from the GSF following the Effective Date, in accordance with
24 Section 4.30, below.

25 **IV. CLASS SETTLEMENT PROCEDURES**

26 4.1. **Preliminary Approval.** As soon as practicable after execution of this Agreement,
27 Plaintiffs shall apply for Preliminary Approval of the Settlement. Plaintiffs' application shall request the
28 Court to:

- 1 4.1.1. For purposes of Settlement only, conditionally certify the Class Action
2 Settlement;
- 3 4.1.2. Preliminarily approve this Agreement as fair, reasonable, and adequate;
- 4 4.1.3. Preliminarily approve the Notice of Class Action Settlement attached as
5 Exhibit A;
- 6 4.1.4. Approve KCC as the Administrator;
- 7 4.1.5. Set deadlines for the Administrator to provide the Notice to the Class, and for
8 Class Members to request exclusion or object to the Settlement;
- 9 4.1.6. Set the date and time for the Final Fairness/Approval Hearing; and
- 10 4.1.7. Stay all other proceedings in the Action until Final Approval.

11 4.2. **Class Notice.** Subject to Court approval, the Parties agree that within 24 days after entry
12 of the Preliminary Approval Order, the Administrator shall provide notice to the Class pursuant to the
13 following procedures:

14 4.3. **Class List and Data.** Within ten (10) days following entry of the Preliminary Approval
15 Order, Defendants will produce the Class List and Data to Class Counsel and to the Administrator in a
16 readable Microsoft Excel Spreadsheet which shall include for each Class Member: (1) full name; (2)
17 most recently known mailing address; (3) telephone and cell numbers; (4) email address (to the extent
18 available); (5) Social Security Number; (6) dates of employment; (7) work site(s) where employed
19 during the Class Period; (8) total number of Qualifying Shifts worked during the Class Period.

20 4.4. **Administrator Duties.** The Administrator's duties shall include, without limitation,
21 among others: (i) printing and mailing the Notice Packet to the Class as directed by the Court, and
22 establishing a website domain to host the relevant settlement documents; (ii) taking all steps reasonably
23 necessary to ensure Class Members timely receive the Notice Packet; (iii) calculating the number of
24 Qualifying Shifts worked by Class Members, including resolving any disputes by Class Members about
25 the number of Qualifying Shifts they worked during the Class Period; (iv) taking receipt of and
26 safeguarding the Gross Settlement Fund; (v) calculating and distributing Individual Settlement
27 Payments, the PAGA Payment, the Service Payments, and the Attorneys' Fees and Costs Payment,
28 provided such amounts are approved by the Court; (vi) calculating and paying Defendants' share of

1 employer taxes; (vii) issuing IRS Forms W2 and 1099, as applicable, and reporting all Individual
2 Settlement Payments, Service Payments, and the Attorneys' Fee and Costs Payment, (viii) forwarding
3 sums represented by uncashed checks to the *cy pres* recipients approved by the Court, together with such
4 other tasks as the Parties may mutually agree upon or the Court may order the Administrator to perform.

5 4.5. The Claims Administrator shall create and maintain a website, which will include the
6 Class Notice, Motions for Preliminary and Final Approval and Motion for Attorneys' Fees as they
7 become available until the Effective Date. The Motion for Attorneys' Fees and any related filings shall
8 be available on the website for a reasonable period of time of no less than 14 calendar days prior to the
9 deadline for class members to file an objection to the Settlement Agreement.

10 4.6. The Administrator shall take all reasonable steps to ensure that (a) the highest percentage
11 of Class Members receive the Notice Packet; (b) Class Members who wish to participate in the
12 Settlement are permitted to do so consistent with this Agreement; and (c) it has the most current and
13 accurate addresses for Class Members, including, but not limited to performing an initial National
14 Change of Address database search on all Class Members who are no longer employed by Defendants.
15 In addition, the Administrator shall perform a standard search, also known as "batch," "skip trace," or
16 "credit header" searches, on all addresses returned as undeliverable. The Administrator shall
17 immediately re-mail the Notice Packet to all updated addresses obtained through its efforts to locate the
18 most current and accurate addresses for Class Members. Should a Notice Packet associated with a
19 currently employed Class Member be returned as undeliverable, Defendants will review its records and,
20 if an updated address is reflected in its records, provide the Administrator with an updated mailing
21 address for remailing of the Notice Packet. The Administrator shall also provide toll-free telephone
22 support and a post office box to facilitate Class Member communications; maintain appropriate
23 databases to fulfill its duties; receive, control and account for all returned Notice Packets, disputes,
24 requests for exclusion and objections; calculate the Settlement Class Members' payments; and prepare
25 and deliver reports to Class Counsel and Counsel for Defendants on a weekly basis that communicate
26 the status of the notice process, including the number of Notice Packets mailed, returned, searched and
27 re-mailed as well as disputes, requests for exclusion and objections. In addition to the duties identified
28 above, the Administrator shall prepare final declarations, reports and invoices that accurately describe

1 the notice process, the level of participation, and actions taken to ensure the best possible notice of the
2 Settlement was provided to Class Members.

3 4.7. **Mailing of Notice Packet to Class Member.** No later than 14 calendar days following
4 receipt of the information to be provided under Section 4.3, above, the Administrator shall mail the
5 Notice Packet to all Class Members, via first class United States mail, using the most current mailing
6 address. Any Notice Packet returned to the Administrator with a forwarding address shall be
7 immediately re-mailed by the Administrator. The Administrator shall conduct a skip-trace address
8 search for any Class Member's Notice Packet that is returned without a forwarding address and shall,
9 upon obtaining a new or different address, immediately re-mail the Class Member's Notice Packet.

10 4.8. **Requests for Exclusion/Opt Outs.** Class Members who wish to be excluded from or opt
11 out of the Settlement must submit to the Administrator, a written, signed request for exclusion
12 postmarked by the Notice Response Deadline. The Notice Response Deadline for Class members who
13 are re-mailed notices will be extended by 45 days from the date of re-mailing.

14 4.9. **Contents of Request.** The request for exclusion must contain (i) the name of this Action;
15 (ii) the full name, address, telephone number and last four digits of the Social Security Number of the
16 person requesting to be excluded; (iii) the words "Request for Exclusion" at the top of the document;
17 (iv) be personally signed by the Class Member seeking to be excluded, and (v) a statement indicating
18 their desire to be excluded, such as:

19 "I wish to be excluded from the Settlement of the Action, *Wright v. Entertainment Central Agency,*
20 *Inc.*, Case No. 18STCV01046 currently pending in the Los Angeles Superior Court."

21 4.10. **Timeliness.** For purposes of determining timeliness, requests for exclusion shall be
22 deemed to have been submitted on the date postmarked by the U.S. Postal Service or other delivery
23 service. The Administrator shall stamp the date received on the original of any request for exclusion it
24 receives. Not later than fifteen (15) calendar days after the Notice Response Deadline, the
25 Administrator will inform Class Counsel and Counsel for Defendants of the total number of Class
26 Members who timely submitted valid requests for exclusion.
27
28

1 4.11. **Non-Opt Outs Bound.** Each Class Member who does not submit a request for exclusion
2 substantially in compliance with Section 4.9 by the Notice Response Deadline shall be bound by the
3 terms of this Agreement, any Court order approving the terms of the Settlement, and the Judgment
4 entered thereon.

5 4.12. **Resolution of Disputes.** In the event of any issue over the completeness, accuracy,
6 timeliness, or validity of a request for exclusion, the Parties shall meet and confer in good faith for the
7 purpose of resolving the issue and, if the issue cannot be resolved, shall submit the dispute to the Court
8 for a final and binding determination that shall not be appealable.

9 4.13. **Defendants' Right to Rescind.** If more than ten percent (10%) of the prospective Class
10 Members request exclusion, then Defendants shall have the option, in their sole discretion, to rescind
11 this Agreement, in which case all of Defendants' obligations under this Agreement shall cease to be of
12 any force or effect, and this Agreement shall be null and void. If Defendants exercises this option, it
13 shall provide Plaintiffs with written notice of its election within ten (10) days of receiving notice from
14 the Administrator that more than 10% of the Class Members opted out, with a copy to the Administrator,
15 at which point the Parties shall return to their respective positions that existed before the execution of
16 this Agreement, and no term of this Agreement or any draft thereof, or the negotiation, documentation or
17 other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as
18 evidence for any purpose in the Action, or in any other proceeding. Notwithstanding the foregoing, the
19 Parties agree that in the event this Agreement is rescinded by Defendants pursuant to this Section 4.13,
20 Defendants shall pay the expenses incurred by the Administrator through the date of Defendants'
21 election to rescind, not to exceed the amount approved by the Court in the Preliminary Approval Order.

22 4.14. **Objections.** Only Class Members (i.e., those Class Members who have not excluded
23 themselves from the Settlement) may object to the Settlement.

24 4.15. **Manner of Objecting.** Class Members who wish to object to the Settlement must send to
25 the Administrator, a personally signed, written statement objecting to the Settlement, setting forth their
26 name, address, telephone number and the basis for their objections, postmarked on or before the Notice
27 Response Deadline. Class Members who timely submit a signed objection to the Settlement may, but
28 are not required to, appear at the Final Approval Hearing. No later than seven (7) calendar days from

1 the Notice Response Deadline, the Administrator shall provide copies of all objections received from
2 Class Members, along with documents showing the postmarked date for each objection, to Counsel for
3 all Parties. However, in the Court's discretion, a Class Member may appear and be heard at the Final
4 Approval Hearing to personally object even if they failed to submit a written objection.

5 **4.16. Plan of Allocation and Calculation of Settlement Awards.** The Administrator shall be
6 responsible for the allocations of the Net Settlement Fund to Class Members. The Individual Settlement
7 Payments to Class Members will be paid on a pro rata basis as follows:

8 4.17. Before computing the amounts of Individual Settlement Payments to be paid to
9 Participating Class Members, the Administrator shall determine the amount of the Net Settlement Fund
10 by deducting from the Gross Settlement Fund, the following Court-approved sums: (a) the Attorneys'
11 Fees and Costs Payment, (b) the PAGA Payment, (c) the Service Payments, and (d) the Administration
12 Costs.

13 4.18. The Individual Settlement Payment to each Class Member shall be the Class Member's
14 pro-rata share of the Net Settlement Fund, based on the following formula: The Administrator shall
15 calculate the total number of Qualifying Shifts worked by all participating Class Members during the
16 Class Period. Each qualifying shift shall be awarded one (1) credit. The Claims Administrator will then
17 divide the NSF by the total number of credits worked by the entire Class during the Class Period
18 resulting in a value for each credit. The Administrator will then take the credit value and multiply it by
19 the number of credits awarded to each Class Member.

20 4.19. In order to determine the amount of the Individual Settlement Payment to which each
21 Participating Class Member is entitled, the Administrator shall use the information provided by
22 Defendants pursuant to Section 4.3, above. In the event a dispute arises with respect to an Individual
23 Settlement Payment, the Administrator shall make the final and binding determination of the amount to
24 be awarded, which shall not be appealable.

25 4.20. In accordance with both state and federal tax laws, the Administrator shall withhold such
26 sums from each Participating Class Member's Individual Settlement Payment as is required in order to
27 comply with the same.

28

1 4.21. **Taxes.** The payment by Defendants pursuant to this Agreement is for alleged failure to
2 pay compensation due, interest on the compensation sum, penalties regarding the compensation sum,
3 and all other claims that were or could have been alleged in the Complaint based on the facts alleged in
4 the Complaint. The Parties agree, for purposes of this Settlement, that Individual Settlement Payments
5 be allocated 40% to wages, for which IRS W-2 Forms shall be issued and 60% to interest and penalties
6 under the California Labor Code for which IRS 1099 Forms shall be issued.

7 4.22. **Class Member Obligations.** Each Class Member receiving a Settlement Award shall be
8 responsible for paying his or her share of applicable federal, state, and local income taxes on all amounts
9 such person receives pursuant to this Agreement.

10 4.23. **Administrator Responsibilities Regarding Taxes.** It shall be the responsibility of the
11 Administrator or its designee to timely and properly withhold all applicable Withholdings and Taxes
12 from Participating Class Members based on their Individual Settlement Payments and to prepare and
13 deliver the necessary tax documentation for signature by all necessary parties and, thereafter, to pay the
14 Withholdings and Taxes to the appropriate authorities, and to file all necessary information and other tax
15 returns. Payments to Participating Class Members, Plaintiffs, and Class Counsel pursuant to this
16 Agreement shall be reported on 1099-MISC forms, with copies provided to the respective Participating
17 Class Members, Plaintiffs, Class Counsel, and all applicable governmental entities as required by law,
18 and also to Defendants. All Withholdings and Taxes deposited with the applicable governmental entities
19 in accordance with this Agreement, other than Defendants' share of Withholdings and Taxes arising
20 from the Individual Settlement Payments, shall be part of, and paid out of, the Individual Settlement
21 Payments to each Settlement Class Member.

22 4.24. **Tax Expenses Resulting from Administration.** All reasonable and direct expenses and
23 costs incurred by or at the direction of the Administrator in connection with the administration of the
24 Settlement (including, without limitation, expenses of tax attorneys and/or accountants incurred in
25 providing advice to the Administrator, and mailing and distribution costs and expenses relating to the
26 filing (or failure to file) the informational and other tax returns described above) shall be considered a
27 cost of administration of the Settlement and shall be part of the Administration Costs, to be paid out of
28 the Gross Settlement Fund.

1 4.25. **No Claims.** No person shall have any claim against any of the Released Parties, Counsel
2 for Defendants, Plaintiffs, the Class Members or Class Counsel, based on mailings, distributions, and
3 payments made in accordance with or pursuant to this Agreement.

4 4.26. **Final Approval and Entry of Judgment.** Following the Notice Response Deadline and
5 before the Final Approval Hearing, on or before the date set by the Court, Plaintiffs shall move for Final
6 Approval of the Settlement. The Final Judgment and Order Approving Settlement shall be substantially
7 the same as the proposed order attached as Exhibit D.

8 4.27. **Calculation of Defendants' Share of Withholdings and Taxes.** At least seven (7)
9 calendar days prior to the hearing for the Final Approval of the Settlement, the Administrator shall
10 calculate and advise Counsel for Defendants of the amount of Defendants' share of Withholdings and
11 Taxes as set forth in Section 4.21 of this Agreement.

12 4.28. **Distribution of Settlement Awards.** After the Effective Date, the Individual Settlement
13 Payments shall be distributed to Participating Class Members in accordance with the procedures set
14 forth below:

15 4.29. **Remittance of Gross Settlement Fund.** Within seventy-five (75) calendar days of the
16 Preliminary Approval Order, Defendants will remit Forty Thousand Dollars (\$40,000.00) of the Gross
17 Settlement Fund to the Administrator for the preliminary establishment of the Gross Settlement Fund.
18 Each 90 days thereafter, Defendants will make payments of Twenty Thousand Dollars (\$20,000.00)
19 until the maximum \$120,000.00 is paid in full into the GSF.

20 4.30. **Delivery of Payments.** Within seven (7) calendar days from the Effective Date, the
21 Administrator shall establish the GSF and distribute (a) the Attorneys' Fees and Costs Payment to Class
22 Counsel, (b) the initial Individual Settlement Payment checks to all Participating Class Members, (c) the
23 PAGA Payment, (d) the Service Payments to Plaintiffs, and (e) any Withholdings and Taxes arising
24 from the Individual Settlement Payments to the appropriate government entities. Also, within seven (7)
25 calendar days from the Effective Date, the Administrator shall provide Class Counsel and Counsel for
26 Defendants a written report listing each Participating Class Member, the amount of the Individual
27 Settlement Payment to be paid to each Participating Class Member, and the amount of Withholdings and
28 Taxes for each such Settlement Award. Class Counsel shall hold the information contained in this report

1 in strictest confidence and not use or disclose it for any purpose, except on the written authorization of
2 counsel for Defendants or by order of the Court. Every 90 days thereafter, the Administrator shall issue
3 supplemental Individual Settlement Payment checks to all Participating Class Members from the NSF,
4 as the amounts are paid by Defendants and the full NSF is distributed.

5 **4.31. Final Report.** By no later than the date set by the Court in its Final Approval order, and
6 if none set, by no later than thirty (30) calendar days following final distribution of the Court-approved
7 sums, the Administrator shall file a report with the Court setting forth (1) the total amount of money
8 paid to Participating Class Members, (2) the PAGA Payment, (3) the Service Payments paid to
9 Plaintiffs, (4) the payment made to itself for the Administration Costs, and (5) the Attorneys' Fees and
10 Costs paid to Class Counsel.

11 **4.32. Negotiation of Individual Settlement Payment Checks.** Checks sent to Participating
12 Class Members under this Settlement Agreement shall remain valid and negotiable for 180 calendar
13 days from the date of their mailing, and thereafter may be automatically canceled if not cashed by the
14 payee within that time. The Claims Administrator will provide notice to Class Counsel of any uncashed
15 checks, and the Claims Administrator shall have responsibility to attempt to locate the impacted
16 Participating Class Members and re-issue checks with an expiration date within 180 days following the
17 re-issuing of the checks.

18 **4.33.** If a Participating Class Member has not cashed a check by the 30th day from the date of
19 the check's issuance, the Administrator shall send a postcard to the Class Member to remind each to
20 cash their check before the void date. Administration of the Settlement shall be completed no later than
21 180 days from the Effective Date.

22 **4.34.** In the event any Participating Class Member(s) cannot be located within 180 days of the
23 expiration of the initial settlement checks, uncashed settlement check(s) will be awarded *cy pres* to the
24 Loyola Law School Workers' Rights Clinic. Defendants will not be responsible for the employer's
25 share of taxes for any uncashed settlement checks and shall be returned the proportional amount of the
26 employer's share of taxes from any uncashed settlement checks.

27 **4.35. Discharge of Obligations.** Defendants shall fully discharge their obligations to Plaintiffs
28 and the Class through the remittance of the Gross Settlement Fund to the Administrator as set forth in

1 Section 4.29, above, regardless of whether checks representing Individual Settlement Payments are
2 actually received and/or negotiated by Participating Class Members. Once Defendants have complied
3 with their obligations set forth in Section 4.29, above, they will be deemed to have satisfied all terms
4 and conditions under this Agreement, shall be entitled to all protections afforded to them under this
5 Agreement, and shall have no further obligations under the terms of the Agreement, regardless of what
6 occurs with respect to the further administration of the Settlement.

7 **4.36. Questions and Disputes.** In the event that questions or disputes arise regarding the
8 entitlement of any Class Member under this Agreement, counsel for each of the Parties shall cooperate
9 to provide to counsel for the other Party and the Administrator all available information reasonably
10 necessary to resolve them. Such information shall be provided in either electronic form or hard copy, as
11 the Administrator may reasonably request. If the Parties cannot resolve any dispute concerning the
12 entitlement of any Class Member under this Agreement, the dispute(s) shall be submitted to the
13 Administrator for resolution.

14 **4.37. Notification and Certification by the Administrator.** The Administrator shall keep
15 Counsel for Defendants and Class Counsel apprised of the status of the Settlement administration
16 process and its distribution of Individual Settlement Payments. Upon completion of administration of
17 the Settlement, the Administrator shall provide a detailed, written certification of such completion to the
18 Court and counsel for the Parties.

19 **4.38. Nullification of Settlement Agreement if Settlement Not Approved.** In the event:
20 (a) the Court does not preliminarily approve the Settlement as provided herein; (b) the Court does not
21 finally approve the Settlement as provided herein; (c) the Court does not enter the Judgment as provided
22 herein; or (d) the Settlement does not become final for any other reason, including the exercise of
23 Defendants' right to reject the Settlement under Section 4.13, above, this Agreement shall be null and
24 void *ab initio* (with the exception of this Section and Section 4.30 regarding payment to Administrator)
25 and any order or Judgment entered by the Court in furtherance of this Settlement shall be treated as
26 withdrawn or vacated by stipulation of the Parties. In such case, the Parties shall be returned to their
27 respective statuses as of January 28, 2019. In the event an appeal is taken from the Judgment, or any
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1 other appellate review is sought before the Effective Date, administration of the Settlement shall be
2 stayed pending final resolution of the appeal or other appellate review.

3 **V. ENTRY OF JUDGMENT AND RELEASES**

4 5.1. **Obtaining Approval.** As soon as practicable after execution of this Agreement, Class
5 Counsel shall, with the cooperation of Counsel for Defendants as reasonably requested by Class
6 Counsel, take all necessary steps to secure Preliminary Approval and Final Approval of the Agreement
7 by the Court, including responding to any objectors, intervenors, or other persons or entities seeking to
8 preclude approval of this Agreement.

9 5.2. **The Class Release.** Participating Class Members agree not to sue or otherwise make any
10 claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the
11 intent of the Parties that the Final Approval Order entered by the Court shall have full *res judicata* and
12 collateral estoppel effect, and be final and binding upon Participating Class Members regarding the
13 Released Claims.

14 **VI. ADDITIONAL PROVISIONS**

15 6.1. **No Admission of Liability.** Defendants have denied and continue to deny each of the
16 claims alleged in the Class Action and the contentions made by Plaintiffs in the Action. Defendants
17 deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action,
18 and believe they have valid defenses to the alleged claims. This Agreement reflects the compromise and
19 settlement of disputed claims between the Parties, and their provisions and any and all drafts,
20 communications or discussions relating thereto do not constitute, are not intended to constitute, and will
21 not under any circumstances be deemed to constitute an admission by either Party as to the merits,
22 validity or accuracy of any of the allegations or claims in the Action, nor a waiver of any defense.

23 6.2. **No Retaliation.** Defendants shall not retaliate against Plaintiffs for bringing this action.

24 6.3. **Classification as Employees.** Defendants agree that, going forward, it shall treat Class
25 Members as employees instead of independent contractors under California law.

26 6.4. **Parties Represented by Counsel.** The Parties hereby acknowledge that they have been
27 represented in negotiations for and in the preparation of this Agreement by independent counsel of their
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1 own choosing, they have read this Agreement and have had it fully explained to them by such counsel,
2 and they are fully aware of the contents of this Agreement and of its legal effect.

3 **6.5. Voluntary Agreement.** This Agreement is executed voluntarily and without duress or
4 undue influence on the part of or on behalf of either Party, or of any other person, firm or entity. Each
5 Party has made such investigation of the facts pertaining to this Agreement and of all other matters
6 pertaining hereto as he or it deems necessary.

7 **6.6. Notices.** The Parties, Class Counsel and Counsel for Defendants acknowledge and agree
8 that for the purposes of any claims, actions or proceedings arising out of this Agreement, notice
9 provided to Class Counsel shall be deemed notice to Plaintiffs and to Class Members. All notices,
10 requests, demands and other communications required to be given under this Agreement shall be in
11 writing and shall be delivered personally, faxed, emailed or mailed, postage prepaid, by first class
12 United States mail, addressed as follows:

13
14 **To Plaintiffs and Class Counsel:**

15 GILBERT & SACKMAN, A Law Corporation
16 Joshua F. Young
17 jyoung@gslaw.org
18 Michael D. Weiner
19 mweiner@gslaw.org
20 3699 Wilshire Boulevard, Suite 1200
21 Los Angeles, CA 90010
22 Telephone: (323) 938-3000 / Fax: (323) 937-9139

23
24 **To Defendants and Defendants' Counsel:**

25 BAKER & HOSTETLER LLP
26 Sabrina L. Shadi
27 sshadi@bakerlaw.com
28 Christopher Habashy
29 chabashy@bakerlaw.com
30 11601 Wilshire Boulevard, 14th Floor
31 Los Angeles, California 90025
32 Telephone: (310) 820-8800
33 Fax: (310) 820-8859

34 **6.7. Authorization.** The Parties hereto represent and warrant that each signatory hereto has
35 the full right and authority to enter into this Agreement and bind the Party on whose behalf he, she or it
36 has executed this Agreement.

1 6.8. **Agreement Binding on Successors in Interest.** This Agreement shall be binding on and
2 inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the
3 Parties.

4 6.9. **Time Periods.** The time periods and dates set forth in this Agreement with respect to the
5 giving of notices and hearings are subject to approval and modification by the Court or the written
6 stipulation of counsel for the Parties.

7 6.10. **Mutual Full Cooperation.** The Parties agree to cooperate fully with each other to
8 accomplish the terms of this Agreement, including but not limited to execution and delivery of any and
9 all additional papers, documents and other assurances and taking such other action that may be
10 reasonably necessary to implement the terms of this Agreement. The Parties and their counsel shall use
11 their best efforts, including all efforts contemplated by this Agreement and any other efforts that may
12 become necessary by order of the Court, to effectuate this Agreement and the terms set forth herein.

13 6.11. **Entire Agreement.** Exhibits to this Agreement are integral parts of this Agreement and
14 are hereby incorporated and made a part of the Agreement. This Agreement contains the entire
15 agreement between the Parties and constitutes the complete, final and exclusive embodiment of their
16 agreement with respect to the subject matter hereof. This Agreement is executed without reliance upon
17 any promise, representation or warranty by either Party or any representative of a Party, other than those
18 expressly set forth herein. Any inconsistency between this Agreement and the attached Exhibits will be
19 resolved in favor of this Agreement.

20 6.12. **Headings.** The various headings used in this Agreement are solely for the convenience of
21 the Parties and shall not be used to interpret this Agreement.

22 6.13. **No Construction Against Drafter.** This Agreement shall be deemed to have been
23 drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter shall
24 not apply to this Agreement.

25 6.14. **Amendment and Modification.** Except as expressly provided in Section 6.10, above,
26 with respect to time periods and dates set forth herein, this Agreement may not be amended, altered or
27 modified except in writing and signed by the Parties hereto, their successors in interest or their duly
28 authorized representatives, and approved by the Court.

1 6.15. **Governing Law.** This Agreement is entered into in accordance with the laws of the State
2 of California and shall be governed by and interpreted in accordance with those laws.

3 6.16. **Jurisdiction of the Court.** Any dispute regarding the interpretation or validity or
4 otherwise arising out of this Agreement, or relating to the Action or the Released Claims, shall be
5 subject to the exclusive jurisdiction of the Court, and the Plaintiffs, Class Members and Defendants
6 agree to submit to the personal and exclusive jurisdiction of the Court for the purpose of resolving any
7 such dispute. Following the Effective Date, the Court shall retain jurisdiction solely with respect to the
8 interpretation, implementation and enforcement of the terms of this Agreement and all orders and
9 judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of
10 the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this
11 Agreement and all orders and judgments entered in connection therewith.

12 6.17. **Plaintiffs' Waiver of Right to Opt Out and to Object.** By signing this Agreement,
13 named Plaintiffs agree to be bound by the terms herein and further agree not to request exclusion from
14 or to object to any of the terms of this Agreement. Any such request for exclusion or objection shall
15 therefore be void and of no force or effect.

16 6.18. **Agreement Constitutes a Complete Defense.** To the extent permitted by law, this
17 Agreement may be pleaded as a full and complete defense to any action, suit or other proceeding that
18 may be instituted, prosecuted or attempted in breach of or contrary to this Agreement.

19 6.19. **Signatures.** Signature by facsimile or in Portable Document Format (PDF) via electronic
20 mail shall have the same force and effect as original signatures.

21 6.20. **Execution Date and Execution in Counterparts.** This Agreement shall be deemed
22 executed upon the last date of signature of all of the undersigned. The Parties may execute this
23 Agreement in counterparts, each of which shall constitute an original, but all of which together shall
24 constitute one and the same instrument having the same force and effect as if all Parties had signed the
25 same instrument.

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IN WITNESS THEREOF, the Parties hereto have so agreed.

1
2
3 Dated: March 17, 2021

**GILBERT & SACKMAN
A LAW CORPORATION**

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5 

6 Joshua Young
Attorneys for Plaintiffs Parker Wright, Alyssa Grant,
7 Kevin Doherty, and Justin Atkins

8 Dated: February 26, 2021

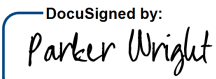
BAKER HOSTETLER LLP

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10 Sabrina Shadi
Attorneys for Defendants Entertainment Central Agency,
11 Inc, Shalisa James, and Jeremy James

12 Dated: 3/2/2021

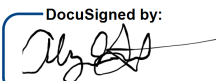
Parker Wright

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Parker Wright, Plaintiff

15 Dated: 3/2/2021

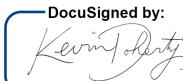
Alyssa Grant

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17 F14EE3D4568B468...
Alyssa Grant, Plaintiff

18 Dated: 3/2/2021

Kevin Doherty

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20 83E74146A1F9438...
Kevin Doherty, Plaintiff

21 Dated: 3/2/2021

Justin Atkins

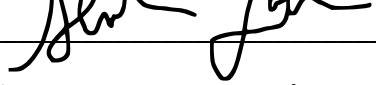
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Justin Atkins, Plaintiff

1 Dated: 2/26/2021

Entertainment Central Agency, Inc.


2

By:  _____

4 Dated: 2/26/2021

Shalisa James

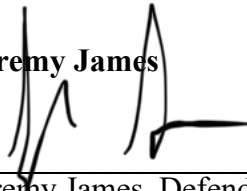
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 _____
Shalisa James, Defendant

8 Dated: 2/26/2021

Jeremy James

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Jeremy James, Defendant

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