

IMPORTANT LEGAL NOTICE
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANDREW BARROSO, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

UMG RECORDINGS, INC. dba DEF JAM
RECORDINGS, a Delaware Corporation; CORPORATE
MANAGEMENT SOLUTIONS, INC., a California
Corporation; and DOE 1 through and including DOE 10,

Defendants.

CASE NO. 20STCV37535

**NOTICE OF PRIVATE ATTORNEYS
GENERAL ACT (“PAGA”) AND CLASS
ACTION SETTLEMENT AND
SETTLEMENT HEARING**

TO: All Persons who were issued itemized wage statements for services on the “Yummy” (also known as “Dinner Party”) music video produced by Domsday Entertainment, Inc. in November 2019 (the “Production”) during the Release Period (November 1, 2019 and February 14, 2020), except for SAG-AFTRA union members.

**THIS NOTICE AFFECTS YOUR RIGHTS.
PLEASE READ IT CAREFULLY.**

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

1. YOU ARE HEREBY NOTIFIED that a proposed settlement (the “Settlement”) of the above-captioned class action (the “Action”) filed in the Los Angeles County Superior Court has been reached by the parties and has been granted Preliminary Approval by the Court supervising the Action. The proposed Settlement will resolve all claims asserted in the Action for all individuals described above (the “Class”). The Los Angeles County Superior Court has ordered that this Class Notice be sent to you because you may be a member of the Class. The purpose of this Class Notice is to inform you of the Settlement of this class action and your legal rights under the

PARTICIPATE

You are not required to take any action to receive financial benefits under the Settlement. If you do nothing, your share of the Settlement proceeds will be mailed to you, you will give up your rights to be part of any other lawsuit involving the same or similar legal claims as the ones in this Action, and you will be bound by the releases described below.

EXCLUDE YOURSELF

The only way for you to be part of any other lawsuit against Defendants or “Released Parties” (defined below) involving the same or similar legal claims as the ones in this case is to submit a Request for Exclusion to the Settlement Administrator postmarked no later than February 10, 2023. Persons who elect to exclude themselves are “Opt Outs.” Instructions for submitting a Request for Exclusion are set forth below.

Whether or not you exclude yourself from the Class Settlement, you will receive a check for the Private Attorneys General Act (“PAGA”) portion of the Settlement, and shall release the PAGA claims herein. You cannot exclude yourself from the PAGA-portion of the Settlement.

OBJECT

If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator (who will send copies to the Court) postmarked no later than February 10, 2023. The Court will also hear from any Settlement Class Member who attends the final approval hearing and asks to speak regarding his or her objection, regardless of whether a written objection was submitted.

FINAL APPROVAL HEARING

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at 9:00 a.m. on March 13, 2023, in Department 17 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You are not required to attend the Hearing

SUMMARY OF LITIGATION

2. A complaint was filed by Plaintiff Andrew Barroso (“Plaintiff”) on behalf of himself and others similarly situated against Defendant UMG Recordings, Inc. dba Def Jam Recordings; Corporate Management Solutions, Inc., and Anthony Low (collectively, “Defendants”), in the Superior Court of California for the County of Los Angeles. The Action alleges, among other things, that employees who worked for Defendants during the class period (the “Class Members”) were paid late and were not provided itemized wage statements with all legally required information. The lawsuit seeks penalties (including PAGA penalties) and interest, as well as attorneys’ fees and costs.

3. The Action includes claims under the California Labor Code.

4. After an exchange of relevant information, the Parties reached the Settlement that is memorialized in the Settlement Agreement that is on file with the Court, and whose terms are generally summarized in this Class Notice.

5. You have received this Class Notice because records show you are a member of the Class and your rights may be affected by this Settlement.

POSITIONS OF THE PARTIES

6. Defendants have denied and continue to deny each of the claims in the Action. Defendants contend that Class Members were employed by Domsday Entertainment, Inc., not by Defendants. Defendants further contend that Class Members were not willfully paid late and were provided with itemized wage statements with all required information. Defendants have repeatedly asserted and continue to assert defenses to the claims in the Action, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither the proposed Settlement nor any action taken to carry out the proposed Settlement is, may be construed as, or may be used as an admission, concession or indication by or against Defendants of any fault, wrongdoing or liability whatsoever, including any concession that certification of a class other than for purposes of this Settlement would be appropriate in this or any other case.

7. Counsel for Plaintiff (“Class Counsel”) has significantly investigated and researched the facts and circumstances underlying the issues raised in the Action, and the law applicable thereto. Class Counsel recognizes the expense and length of continued proceedings necessary to continue the Action against Defendants through trial and through any possible appeals. Class Counsel has also taken into account the uncertainty and the risk of the outcome of further litigation, including the risk that the class might not be certified, as well as the difficulties and delays generally inherent in such litigation.

8. Class Counsel is also aware of the burdens of proof necessary to establish liability for the claims, of Defendants’ defenses thereto, and of the difficulties in establishing damages for the Class. Class Counsel also has taken into account the extensive settlement negotiations conducted by the Parties. Based on the foregoing, Class Counsel believes the proposed Settlement is fair, adequate and reasonable and in the best interests of the Class.

9. Defendants also have extensively investigated and researched the facts and circumstances underlying the issues raised in the Action, and the law applicable thereto. Although Defendants believe they have meritorious defenses to the Action, Defendants concluded that the further defense of this Action would be lengthy and expensive for all Parties. Defendants, therefore, agreed to settle this Action in the manner and upon the terms set forth in the proposed Settlement to put to rest all claims that are or could have been asserted against Defendants and the Released Parties in the Action.

10. The Court has made no ruling on the merits of Plaintiff’s claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

PRELIMINARY APPROVAL OF THE SETTLEMENT

11. On November 11, 2022, for purposes of the Settlement, the Court held a Preliminary Approval Hearing during which it preliminarily approved the Settlement Agreement as being within the range of possible approval and as disclosing no grounds to doubt its fairness. The Court determined that the Settlement Agreement was negotiated at arm's-length and was preliminarily determined to be fair, reasonable and adequate, pending final hearing and approval. Solely for purposes of the proposed settlement, a Settlement Class was provisionally certified pursuant to Section 382 of the California Code of Civil Procedure as follows: **"All Persons who were issued an itemized wage statement for services on the "Yummy" (also known as "Dinner Party") music video produced by Domsday Entertainment, Inc. in November 2019 (the "Production") during the Release Period (November 1, 2019 and February 14, 2020), except for SAG-AFTRA union members."** Excluded from the Settlement Class are all Persons who properly and timely elect to opt out.

12. At the Preliminary Approval Hearing, the Court appointed the following attorneys as Class Counsel to represent the Class in this Action:

Alan Harris
David Garrett
Harris & Ruble
655 North Central Avenue, 17th Floor
Glendale, California 91203
Telephone: (323) 962-3777
Email: HarrisA@harrisandruble.com
dgarrett@harrisandruble.com

Defendant is represented by Counsel:

Emma Luevano
Mitchell Silberberg & Knupp LLP
2049 Century Park East, 18th Floor
Los Angeles, California 90067

13. If you are a member of the Class, you will be bound by the Settlement if it is approved, unless you make a written request for exclusion ("opt-out") in the manner described below.

SUMMARY OF SETTLEMENT TERMS

14. **Settlement Amount.** The Settlement Agreement provides that Defendants will pay the gross amount certain of \$100,000 (the "Settlement Fund") to fully resolve the claims in the Action. After the following Court-approved deductions, the amount remaining in the Settlement Fund will be available to pay the members of the Class who do not opt out ("Participating Class Members"), as detailed below.

(a) **Deductions.** The following deductions will be made from the Settlement Fund:

(i) **Settlement Administration.** The Court has tentatively approved a payment to the Settlement Administrator, Phoenix Settlement Administrators, currently estimated not to exceed \$5,000, as administration fees and costs to notify the Class and process payments.

(ii) **Class Counsel's Fees and Expenses.** The Court has appointed Harris & Ruble as counsel for the Class. Class Counsel has been prosecuting the Action on behalf of the Class on a contingency fee basis (that is, without being paid to date) while advancing litigation costs and expenses. Class Counsel has requested the Court for payment not to exceed \$33,333 for attorneys' fees. Class Counsel also has requested the Court for reimbursement of the expenses they have advanced, not to exceed \$5,000. Payments will be subject to the Court's approval and will be deducted from the Settlement Fund. The amounts approved will constitute full compensation for all legal fees and expenses of Class Counsel in the Action, including any work they do in the future. These attorneys' fees are within the range of fees awarded to class counsel under similar circumstances in litigation of this type. Members of the Class are not personally responsible for any fees or expenses.

(iii) **Incentive Payments to Plaintiff as Class Representative.** Class Counsel also will seek an Incentive Payment for named Plaintiff for acting as the representative on behalf of the Class in the amount of \$5,000. If approved by the Court, this amount will be paid from the Settlement Fund to compensate the named Plaintiff and Class Representative for services provided on behalf of the Class, including initiating and prosecuting this Action, as well as reviewing documents and attending strategy sessions and other meetings with Class Counsel.

(iv) PAGA Payment. The sum of \$10,000, 75% of which (or \$7,500) shall be paid to California's Labor & Workforce Development Agency, shall be allocated to pay all applicable penalties under California Labor Code's Private Attorneys General Act of 2004 ("PAGA"), as amended, California Labor Code Sections 2699, 2699.3, and 2699.5. The other 25% of the PAGA payment will be distributed to the Aggrieved Employees according to the Settlement.

(b) Payment to Participating Class Members. The balance of the Settlement Fund, after the deductions described above (the "Remainder"), shall be available to pay Participating Class Members. Under the terms of the Settlement, each Participating Class Member shall be allocated a Participating Class Member Allocation Amount, which shall be calculated as follows: (a) the number of Compensable Pay Periods the Participating Class Member worked; divided by (b) the aggregate number of Compensable Pay Periods worked by all Participating Class Members; and then multiplied by (c) the Remainder. This calculation shall be based on the books and records of Class Members' employer, Domsday Entertainment, Inc.

Your Compensable Pay Periods are: 1

Your estimated Participating Class Member Allocation Amount is: \$263.72.

Your estimated share of the PAGA Payment is: \$15.82.

(c) Disputes Regarding Compensable Pay Periods. If you dispute the number of Compensable Pay Periods attributed to you as indicated in this Class Notice, you may state the basis of your disagreement and submit documentation supporting your position to the Settlement Administrator whose mailing address is Barroso v. UMG Recordings, c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, by no later than February 10, 2023. You do not need to opt-out of the settlement if you are merely disputing the number of Compensable Pay Periods. Instead, if you have such a dispute, submit the pay periods you believe you worked for and received a wage statement on the Production between **November 1, 2019 and February 14, 2020** (along with any supporting documentation) to the Settlement Administrator.

(d) Tax Matters. Based upon an analysis of the facts of this Action, Class Counsel determined that all payments to the Participating Class Members will be treated as penalties and interest and shall not be subject to Employment Taxes. The Settlement Administrator shall issue to each Participating Class Member an IRS Form 1099 to report each Participating Class Member's cash benefit. Participating Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. All settlement checks sent to Participating Class Members and not cashed within one hundred eighty (180) calendar days of issuance shall be sent to the California State Controller's Office: Unclaimed Property Fund. Any cash benefit owed to any Participating Class Member whose addresses cannot be located shall also be sent to the California State Controller's Office: Unclaimed Property Fund.

15. Release. If approved by the Court, the Settlement will be binding on all members of the Class and will bar any member of the Class who does not timely opt out of the Settlement from bringing certain claims described below.

"Release Period" means and refers to the period between November 1, 2019 and February 14, 2020.

"Released Party" and **"Released Parties"** means and refers to : (a) Defendants and each and all of Defendants' past or present partners, parents, subsidiaries, or related entities (regardless of whether such partners, parents, subsidiaries, or related entities are individuals, corporations, partnerships, limited partnerships, limited liability companies, or other forms of entity); (b) each and all of the predecessor or successor entities of any of those entities identified in subparagraph (a); (c) any other individuals or entities of any kind, including but not limited to any payroll companies employed or used by the Released Parties, which have been or could be alleged to be in any manner responsible (whether on an alter ego, joint employer, statutory employer, integrated enterprise, or any other theory) for any actual or alleged violations described in Section 2.28 (specifically including, but not limited to, Domsday Entertainment, Inc.); and (d) all past and present owners, directors, officers, representatives, insurers, agents, shareholders, partners, members, lawyers, and employees of any of the individuals or entities identified in subparagraphs (a), (b), or (c) (specifically including, but not limited to, Anthony Low).

"Releasing Party" and **"Releasing Parties"** means and refers to the Settlement Class and its members, agents, partners, joint venturers, affiliates, predecessors, successors, heirs, assigns, insurers, personal loan-out corporations, and any other Persons or entities claiming by or through the Settlement Class, in their capacities as such.

"Settled Claims" means and refers, in connection with the work or services performed by the Settlement Class Member on the Production during the Release Period, to any and all claims, liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of action which Releasing Party now has or at any time ever had against Released Party, and which in any way arises out of, is based on, or relates in any way to the facts alleged in the Complaint, which specifically includes: (a) minimum, regular, and/or overtime wages allegedly due; (b) meal or rest periods allegedly missed, not provided, and/or denied; (c) check stubs, wage statements, documentation, information, or records provided, delivered, or maintained, or not provided, delivered, or maintained; (d) the payment, non-payment, or timeliness of payment of wages or premiums due or allegedly due; (e) record-keeping obligations; (f) the payment or non-payment of reimbursements required under California Labor Code Section 2802; (g) any penalties allegedly

arising from the classification of certain workers on the Production as independent contractors; (h) violation or alleged violation of California Labor Code Sections 201.5, 203, 204, 210, 226, 226.7, 510, 515, 558, 558.1, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2810.3, or 2698 *et seq.*, the Business & Professions Code, the federal Fair Labor Standards Act, any California Industrial Commission Wage Order, and/or any other statute or regulation regarding the payment of minimum, regular, and/or overtime wages, meal or rest period premiums, timing of payments, check stubs or wage statements, record-keeping obligations, and/or reimbursement of expenses; (i) attorneys' fees due or allegedly due under California Labor Code Section 218.5 or any other statute, regulation, or contractual provision; (j) any other claims that Releasing Party has arising out of, based upon, or relating to the allegations contained in the Complaint or in the PAGA Letter; and (k) penalties or other payments which in any way arise out of, are based on, or relate in any way to any of the foregoing, including but not limited to penalties, premiums, or payments under California Labor Code Sections 201.5, 203, 204, 210, 226, 226.7, 226.8, 510, 512, 515, 558, 558.1, 1194, 1194.2, 1197, 1198, 2802, or 2698 *et seq.* the federal Fair Labor Standards Act, any California Industrial Commission Wage Order, and/or any other statute or regulation regarding the payment of minimum, regular, and/or overtime wages, meal or rest period premiums, timing of payments, check stubs or wage statements, record-keeping obligations, worker classification, and/or reimbursement of expenses. Without in any way limiting the foregoing, Settled Claims shall include all claims, liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of action under statutes and regulations set forth in this Section, whether enforced directly or pursuant to California Labor Code Section 2699, California Business and Professions Code Section 17200, *et seq.*, or any other mechanism.

The Settlement Class Members agree not to sue or otherwise make a claim against any of the Released Parties for the Settled Claims. The settlement payments shall be paid to Settlement Class Members specifically in exchange for the release of the Released Parties from the Settled Claims.

16. **Condition of Settlement.** This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class.

PROCEDURE FOR SEEKING MONETARY RECOVERY

17. You are not required to take any action to participate in the Settlement and receive money under the Settlement. If you do nothing, you will receive your settlement payment, but also will give up your rights to be part of any other lawsuit involving the same or similar legal claims as the ones in this case, and will release all such claims.

18. If you are a member of the Class and you do not elect to exclude yourself from the Settlement in the manner described in paragraphs 20-21, below, you will be bound by all of the provisions of the Settlement, including a full release of claims that will prevent you from separately suing Defendants or any of the Released Parties for the matters being settled in this case (see paragraph 15). Even if you opt out, you will receive your portion of the PAGA payment.

19. **YOU ARE NOT REQUIRED TO TAKE ANY ACTION TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE MONEY UNDER THE SETTLEMENT. IF YOU DO NOTHING, YOU WILL RECEIVE YOUR SETTLEMENT PAYMENT BUT ALSO WILL GIVE UP YOUR RIGHTS TO BE PART OF ANY OTHER LAWSUIT INVOLVING THE SAME OR SIMILAR LEGAL CLAIMS AS THE ONES IN THIS CASE, AND WILL RELEASE ALL SUCH CLAIMS.**

PROCEDURE FOR EXCLUDING YOURSELF FROM THE SETTLEMENT

20. Members of the Class may exclude themselves ("opt-out") from the Settlement Class by submitting a written opt out request to the Settlement Administrator at the address below, postmarked on or before February 10, 2023. No specific language must be used by Settlement Class Members to opt out, but your Request for Exclusion should be signed and dated, and include your printed name (and former names, if any), current address, current telephone number, and the last four digits of your Social Security Number. The Settlement Administrator will advise the parties and the Court of your opt-out.

Barroso v. UMG Recordings
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

<https://www.phoenixclassaction.com/barroso-v-umg-recordings/>

21. Persons who submit valid and timely opt-out requests will not participate in the Settlement, will not receive any settlement payment, and will not be bound by either the Settlement or the Judgment. **Even if you exclude yourself from the Class Settlement, you will receive a check for your portion of the PAGA payment, and shall release the PAGA claims herein. You cannot exclude yourself from the PAGA Settlement.**

PROCEDURE FOR OBJECTING TO THE SETTLEMENT

22. If you are a member of the Class and believe that the Settlement should not be finally approved by the Court for any reason, or if you object to the proposed Incentive Payment to the Plaintiff and Class Representative or to the attorneys' fees and expenses to Class Counsel and want the Court to consider your objection, then on or before February 10, 2023, you must send a written objection in which you state the basis for your objection to the Settlement Administrator whose mailing address is Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. The Settlement Administration will provide your objection to the parties and Court. **You may also appear at the hearing on final approval to object. Any class member who wishes to come to court in person should consult <https://www.lacourt.org/> for social distancing requirements.**

23. 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 February 10, 2023. If you object to the Settlement, you will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as members of the Class who do not object, unless you have opted out of the Settlement in the manner described in paragraphs 20-21, above. But if you opt out, you will no longer have standing to object to the settlement, as it will not affect your rights in any way.

24. Any member of the Class who does not object in writing or at the hearing shall have waived any objection to the Settlement, whether by appeal or otherwise.

25. Any member of the Class who is satisfied with the Settlement need not appear at the Settlement Hearing.

HEARING ON THE SETTLEMENT

26. **You are not required to attend the Final Approval Hearing.**

27. The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at 9:00 a.m. on March 13, 2023 in Department 17 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Hearing may be continued without further notice. Class Members may appear by audio or video at the final approval hearing and should consult <https://www.lacourt.org/> for directions on how to appear. Any class member who wishes to come to Court in person should consult <https://www.lacourt.org/> for social distancing requirements. Effective Monday, April 4, 2022, face masks are strongly recommended inside all Los Angeles County courthouses in alignment with Los Angeles County Department of Public Health guidance.

28. You may object, personally or through an attorney, to the Settlement by mailing your objection and following the procedures outlined in paragraphs 22-23, above.

29. Checks will be mailed to Settlement Class Members eligible to receive benefits under the Settlement, after the Court grants final approval of the Settlement, and after time for appeals has ended and any appeals have been resolved. If there are any appeals, resolving them could take some time, so please be patient.

CHANGE OF ADDRESS

30. If you move after receiving this Class Notice, if the Class Notice was misaddressed, or if for any reason you want your payment or future correspondence concerning this Action and the Settlement to be sent to a different address, you should send your current preferred address to the Settlement Administrator.

ADDITIONAL INFORMATION

31. This Class Notice is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the Action, which may be inspected at the Office of the Clerk of the Superior Court of California, County of Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, California 90012, during regular business hours of each court day. You may also obtain court documents via the website for the Superior Court of California, County of Los Angeles, which is located at: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

32. All inquiries by members of the Class regarding this Class Notice and/or the Settlement, should be directed to the Settlement Administrator or Class Counsel.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR JUDGE WITH INQUIRIES.

DATED: December 12, 2022

HON. MAREN NELSON
SUPERIOR COURT OF CALIFORNIA