

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND FINAL HEARING

Derek Plough and Mickael M. Garcia (“Plaintiff”) v. She Ball Productions, LLC; Ncredible Productions, Inc. a.k.a. Ncredible Entertainment; Worldwide One Media, LLC dba One Media Worldwide; Nick Cannon; Demetrius V. Spencer; Benjamin F. Sumpter III; Michael Goldman; Robert Keetch; Roger Ubina; Gina Scheerer a.k.a. Gina Macdonald and Does 1 through 10, inclusive (“Defendants”)

**Superior Court of California, County of Los Angeles, Central District
Case No. BC696517**

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or do not act.*

NOTICE OF CLASS ACTION SETTLEMENT

To: All “below-the-line” personnel who provided services during the pre-production, production and/or post-production, and any reshoot and related production, of the film “She Ball” from March 5, 2014 through January 26, 2023.

YOU RECEIVED THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A CLASS MEMBER. AS A CLASS MEMBER, YOU DO NOT NEED TO DO ANYTHING TO RECEIVE A PAYMENT DESCRIBED IN THIS NOTICE.

THE COURT HAS NOT DETERMINED THAT DEFENDANTS VIOLATED THE LAW AND THE FOLLOWING RECITATION IS NOT AN EXPRESSION OF THE COURT’S VIEW ON THE MERITS OF ANY CLAIM OR DEFENSE RAISED BY THE PARTIES. IN FACT, THE TWO SIDES DISAGREE ON WHETHER THE PLAINTIFFS OR DEFENDANTS WOULD HAVE PREVAILED IF THE CASE HAD GONE TO TRIAL. DEFENDANTS HAVE DENIED, AND CONTINUE TO DENY, THAT THEY VIOLATED ANY LAWS OR HARMED ANY EMPLOYEES OR INDEPENDENT CONTRACTORS IN ANY WAY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive your Settlement Payment, you do not need to do anything. Your Individual Settlement Payment will be automatically mailed to you after the Court grants final approval of the Settlement. You will give up your right to sue Defendants separately about the legal claims in this Lawsuit.
CHANGE CONTACT AND ADDRESS INFORMATION	Update your personal information if it changes to ensure your check is mailed to the correct address.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You may exclude yourself (“opt out”) from the Settlement if you do not wish to participate in the Settlement. If you exclude yourself, you will not receive an Individual Settlement Payment. You will still receive a smaller sum of money in settlement of the PAGA claims (defined below) in this lawsuit. This is the only option which allows you to keep open the possibility of separately pursuing claims against Defendants for the same claims alleged in this Lawsuit, with the exception of the PAGA claim which will be released regardless of your exclusion decision.
OBJECT	You may send a written objection to the Court if you think the Settlement is not fair. You may also ask to speak in the court proceedings about why you think the Settlement is not fair, even if you do not submit a written objection. NOTE: If you ask to exclude yourself from the Settlement, you cannot also object.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DEFENDANTS SUPPORT THE SETTLEMENT AND WILL NOT RETALIATE IN ANY MANNER AGAINST ANY CLASS MEMBER RELATED TO THIS ACTION.**

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BASIC INFORMATION

1. Why did I get this Notice?

A proposed settlement (“Settlement”) has been reached in the class action entitled *Derek Plough and Michael M. Garcia v. She Ball Productions, LLC et al.*, pending in the Superior Court of California, County of Los Angeles, Central District, Case No. BC696517 (“Class Action” or “Lawsuit”). If the Court approves the Settlement, the Settlement will resolve all claims in the Class Action.

The purpose of this Notice is to inform you about the proposed Settlement and to explain your rights and options with respect to the Class Action and the Settlement.

You received this Notice because Defendants’ records identify you as an individual who worked in a “below-the-line” capacity for Defendants related to the production of the motion picture “She Ball” (“Class,” “Class Members,” or “Aggrieved Employees”).

2. How much will my Individual Settlement Payment be?

Defendants’ records indicate that you worked the following number of days during the Class Period: ____ **Days**.

Defendants’ records indicate that you previously received a payment from Defendants in consideration of signing an individual settlement and release in the amount of: \$ ____.

Based on the number of days worked indicated by Defendants’ records, your share of the Net Settlement Amount, **before** deductions for withholding and taxes, is **estimated** to be \$ _____. This is an estimate based on the calculations described herein - the actual amount you receive may be more or less than the estimated amount shown, depending on a number of factors, including whether other Class Members request exclusion from the Settlement and how much the Court approves in attorneys’ fees, litigation expenses, and other costs of suit.

Additionally, based on the number of days worked, your pro rata share of the \$5,000 PAGA settlement amount is **estimated** to be \$ _____. This amount is in addition to the Net Settlement Amount described in the preceding paragraph.

3. What is this Lawsuit about?

Plaintiff alleges that Defendants violated federal and California employment laws by misclassifying employees as independent contractors, and by failing to pay appropriate overtime rates, failing to provide employees with required meal and rest breaks, failing to provide accurate wage statements, and failure to pay all wages when due, including at time of termination. In addition to alleging violations of the Fair Labor Standards Act and the California Labor Code, Plaintiff also has asserted claims under California Business & Professions Code section 17200 and the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code sections 2698 *et seq.*, based on the same alleged Labor Code violations.

Defendants disagree with Plaintiff’s interpretation of applicable law, and deny each, every, and all allegations in the Lawsuit. Defendants maintain that they have complied with federal and California law at all times, properly classified individuals as independent contractors, and appropriately compensated all independent contractors and employees. Furthermore, Defendants dispute Plaintiff’s ability to certify a class in this Lawsuit as each of Plaintiff’s causes of actions arise from very individualized and unique circumstances which would necessitate individualized inquiries for all purported class members.

Although Defendants deny Plaintiff’s allegations and deny that a class can be certified, they have chosen to resolve the matter based upon the terms and condition set forth in the Settlement. The Settlement is not an admission of any wrongdoing by Defendants or an indication that any law was violated. Defendants are confident they have strong legal and factual defenses to these claims, but Plaintiff and Defendants both recognize the risks and expenses associated with continued litigation.

The Settlement is the result of a mediation process that commenced on April 22, 2020 and continued through July 23, 2020 by an experienced, neutral mediator who facilitated the Parties’ good faith, serious, and informed arm’s length negotiations. Both sides agree that in light of the risks and expenses associated with continued litigation, the Settlement is fair and appropriate under the circumstances, and in the best interests of the Class Members.

The Court has not yet ruled on the merits of the Class Representative’s claims in this litigation or Defendants’ defenses to those claims or the certifiability of a class. The Settlement is a compromise and is not an admission of liability on the part of Defendants.

4. Who are the Parties in this Lawsuit?

Mickael M. Garcia is the Plaintiff and the appointed Class Representative in this Class Action (“Plaintiff”). He provided services to Defendants related to the production of the motion picture “She Ball” during the Class Period.

She Ball Productions, LLC; Ncredible Productions, Inc. a.k.a. Ncredible Entertainment; Worldwide One Media, LLC dba One Media Worldwide; Nick Cannon; Demetrius V. Spencer; Benjamin F. Sumpter III; Michael Goldman; Robert Keetch; Roger Ubina; Gina Scheerer a.k.a. Gina Macdonald are the Defendants in this Class Action (“Defendants”). Each was alleged to have responsibility for working conditions in the production of the motion picture “She Ball” during the Class Period.

5. Why is this litigation a Class Action?

In a class action, one or more people called the Class Representatives sue on behalf of themselves and other people who they allege have similar claims. The group of people with allegedly similar claims is called a “class.” Each person receiving this notice is a “Class Member” for purposes of this Settlement. If a court certifies (or approves) a class, that one court resolves the issues for all Class Members except for those who request to be excluded from the Class and this Settlement. In this case, for settlement purposes only, the Court certified the following Class:

All “below-the-line” personnel who provided services during the pre-production, production and/or post-production, and any reshoot and related production, of the film “She Ball,” where “below-the-line” personnel refers to the personnel who provided services behind-the-scenes on an as-needed basis to support the pre-production, production and/or post-production and any reshoot and related production of the film including but not limited to set dressers, camera, grip and electric technicians, craft services, hairstylists, make-up artists, security personnel and teachers. “Below-the-line” is a film industry terms that refers to the separation of story writers, producers, directors, actors, and casting (“above the-line”) and the rest of the crew or production team.

According to Defendants’ records, you are a member of the Class.

6. Who are the attorneys for the Plaintiffs and the Class (“Class Counsel”)?

Gilbert & Sackman, A Law Corporation
Joshua F. Young
Joshua Adams
Benjamin M. O’Donnell
3699 Wilshire Boulevard, Suite 1200
Los Angeles, CA 90010
Telephone: (323) 938-3000 / Fax: (323) 937-9139

7. **Why is there a Settlement?**

The Court did not decide in favor of any of the Plaintiffs or Defendants. There was no trial. Instead, both sides agreed to a no-fault settlement of the Class Action. That way, they avoid the cost and risks of a trial and Class Members will get compensation from the Settlement. Plaintiff, who was appointed the Class Representative, and his attorneys think the Settlement is best for all Class Members.

THE TERMS OF THE SETTLEMENT

8. **What are the terms of the Settlement and how will my payment be calculated?**

Subject to final Court approval, Defendants will pay a total of \$750,000 to fully and finally resolve all claims in the Class Action (referred to as “Class Settlement Amount” or “CSA”) for (a) Participating Class Members’ Individual Settlement Payments; (b) Class Representative’s Court-approved Service Awards to the named Plaintiff in the sum of \$5,000 for initiation of, work and efforts in prosecuting the Class Action, for undertaking the risks of payment of costs in the event of an unsuccessful outcome, giving general releases of all claims, and the substantial benefits conferred upon Class; (c) administration expenses to Phoenix Class Action Administration Solutions. in the estimated sum of \$20,000; (d) Class Counsel’s attorneys’ fees of up to one-third (\$250,000) of the CSA; (e) litigation costs, subject to proof, of less than \$40,000; (f) a PAGA Settlement Amount of \$20,000, \$15,000 of which will be paid to the Labor and Workforce Development Agency and \$5,000 of which will be split among all Aggrieved Employees, including those who opt out of the class (“PAGA Settlement Amount”).

Following deduction of the Court-approved sums for items (b) through (e) above, the remaining sum, “the Net Settlement Amount,” estimated at \$420,000, will be entirely distributed to all “Participating Class Members” (which means all Class Members who have not returned a valid Request for Exclusion from the Settlement) in proportion to the number of days worked by each Class Member, offset by any settlement amounts previously received by the Class Member as described in detail in the next two paragraphs.

Each Class Member’s pro rata share of the Net Settlement Amount will be based on the following method: (1) The Administrator shall calculate the total number of Participating Class Members; (2) The Administrator shall determine the number of days worked by each such Participating Class Member (“Workdays”); (3) The Administrator shall then divide the Net Settlement Amount by the total number of Workdays for all Participating Class Members, and Participating Class Members will receive a pro rata share of the Net Settlement Amount based on their number of Workdays, less any amount in the next step; and (4) The Administrator shall subtract any amounts received by Participating Class Members who previously signed an individual settlement agreement and release from their shares, and redistribute those funds among the remaining Participating Class Members pro rata based on the total number of Workdays worked by the remaining Participating Class Members. Notwithstanding, each Participating Class Member shall have a minimum payment of \$100, irrespective of whether the Participating Class Member previously signed an individual settlement agreement and release.

For income and payroll tax purposes, one-third of each Settlement Payment will be attributed to unpaid wages, which will be subject to withholdings and deductions and reported as required by law. The remaining two-thirds of each Settlement Payment will be attributed to penalties and interest which will be subject to tax but not be subject to required withholdings and deductions, and will be reported as non-wage income as required by law.

A claim form is not required. Any portion of the Net Settlement Amount which would otherwise have been paid to Class Members who request to be excluded from the Settlement will be redistributed and paid to the Participating Class Members. In other words, the entire amount of the Net Settlement Amount will be paid to Participating Class Members who do not request exclusion from the Settlement and remain in the Class.

This Notice of Settlement to the Class and Plaintiffs’ Motion for Attorney’s Fees and Reimbursement of Costs will be available for review at <http://www.phoenixclassaction.com/garcia-v-she-ball/> at least thirty-five (35) days prior to the deadlines for Class Members to Opt Out or Object to the Settlement. Other important court documents in this Class Action, including a copy of the operative Complaint and the motions for approval, will also be available on this website.

HOW TO GET A PAYMENT

9. **How can I get my Individual Settlement Payment?**

If you do nothing, you will automatically receive your Individual Settlement Payment if the Court approves the Settlement at the Final Fairness/Final Approval Hearing. You must, however, notify the Administrator of any change in your name and/or mailing address if the name and/or address to which this Notice was mailed is not correct. **It is your responsibility to keep the Administrator informed of any change to your mailing address by calling 800-523-5773. Your Individual Settlement Payment will be mailed to the last known address the Administrator has on file for you.**

10. **What if I think my information and/or the number of days worked is wrong?**

If you did not previously sign an individual settlement and release with Defendants, then the amount of your Individual Settlement Payment will be based on the number of days you worked, as explained in Sections 2 and 8. The number of days worked shown in Section 2 was obtained from the records of Defendants. If you believe the information is not right, you may send a letter to the Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before April 27, 2023.

You should include any documents or other information supporting your belief that the number of days identified in Section 2 are not correct. The Administrator will resolve any dispute regarding the number of days awarded based on Defendants' records and any information you provide. The information and data supplied by Defendants will be presumed correct unless you supply records created, ratified, or acknowledged by Defendants showing contrary information.

11. When can I expect to receive my Individual Settlement Payment?

If you do not exclude yourself from the Settlement, you will be a Participating Class Member and your share of the Settlement will be mailed to you no later than 37 days after the Effective Date. ***Your Individual Settlement Payment will be mailed to the address the Administrator has on file for you, which is the address to which this Notice was mailed.*** Again, if this address is not right, or if you move after you receive this Notice, you must let the Administrator know by calling the Administrator at 800-523-5773.

Participating Class Members receiving an Individual Settlement Payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any. If such checks remain uncashed after 180 days of issuance, the Administrator will place a stop payment on all such checks and tender the sums represented by those uncashed checks to the Controller of the State of California to be held pursuant to the Unclaimed Property Law.

12. What am I giving up to get an Individual Settlement Payment?

Unless you exclude yourself, you are staying in the Class, which means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal issues and claims in this Class Action. Specifically, you will be giving up or "releasing" the claims described below and as more fully described in the Joint Stipulation of Class Action Settlement:

Released Class Claims:

As of the Release Effective Date, all Class Members who do not timely submit a valid Request for Exclusion (as that term is defined below) shall fully and finally release Released Parties of the Released Class Claims. The Released Class Claims include any and all claims alleged in the Second Amended Complaint and any claims that reasonably could have been alleged based on the facts stated in the Second Amended Complaint and ascertained in the course of the Action. The Released Class Claims include, but are not limited to, any and all claims for: misclassification; failure to keep adequate records of hours of work; failure to pay wages for all time worked; failure to pay correct wages; failure to pay employees at applicable overtime rates for hours worked in excess of 8 in a day and 40 in a week; failure to provide employees with accurate itemized wage statements; failure to pay wages when due, including at time of termination; failure to provide employees with meal periods (or premium pay in lieu thereof calculated at the regular rate of pay); failure to authorize and permit rest periods (or premium pay in lieu thereof calculated at the regular rate of pay); engaging in business practices that are forbidden by law; and engaging in unfair business practices. Those claims include, but are not limited to, the claims specifically alleged in the Second Amended Complaint for: violations of Labor Code sections 201.5, 202, 203, 204, 208, 218.6, 226, 226.7, 226.8, 510, 512, 558, 1182.12, 1194, 1197.1, and 1199; Sections 3, 4, 11 and 12 of Wage Order No. 12-2001; the FLSA, 29 U.S.C § 201 *et seq.*; Business and Professions Code section 17200 *et seq.*; and Section 1021.5 of the California Code of Civil Procedure. This release excludes the release of claims not permitted by law.

Class Members who timely cash or otherwise negotiate their settlement payment check will be deemed to have opted into the Action for purposes of the FLSA and, as to those Class Members, the Released Class Claims include any and all claims the Class Members may have under the FLSA arising under or related to the alleged claims during the Class Period. Only those Class Members who timely cash or otherwise negotiate their settlement payment check will be deemed to have opted into the Action for purposes of the FLSA. Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the FLSA against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (9th Cir. 2018). This release excludes the release of claims not permitted by law. The following language will be printed on the reverse of each settlement payment check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the [Action], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

Class Period: The period of March 5, 2014 through the Date of Preliminary Approval of the Settlement by the Court.

Effective Date: The date on which the final award becomes final. For purposes of this Section, the final award "becomes final" only after the Court grants the Motion for Final Approval and upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Order Granting Final Approval and/or Judgment (this time period shall be no sooner than 75 calendar days after the Court's Order is entered); (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval.

Released Aggrieved Employee Claims: All Aggrieved Employees, including those who timely and effectively exclude themselves from the Class Settlement, shall nevertheless be deemed to release, on behalf of themselves and the LWDA and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, their Released Aggrieved Employee Claims and shall receive a pro rata portion of 25% of the PAGA Settlement Amount. Aggrieved Employees who timely and effectively exclude

themselves from the Class Settlement shall have their PAGA claims released only for the Aggrieved Employee Time Period. The Released Aggrieved Employee Claims shall be any and all claims that were alleged, in the Second Amended Complaint, or reasonably could have been alleged, based on the facts stated in the Second Amended Complaint and the January 19, 2018 LWDA exhaustion letter. Those claims include, but are not limited to, the claim for penalties specifically alleged in the Second Amended Complaint and/or January 19, 2018 LWDA exhaustion letter for: misclassification; failure to provide employees with meal periods; failure to authorize and permit rest periods; failure to pay wages at least twice per month; failure to pay wages when due, including at time of termination; failure to provide employees with accurate itemized wage statements; failure to pay wages for all time worked; failure to pay correct wages; failure to pay employees at applicable overtime rates for hours worked in excess of 8 in a day and 40 in a week; and failure to provide Workers Compensation Insurance. Those claims include, but are not limited to, the claims for penalties specifically alleged in the Second Amended Complaint and/or January 19, 2018 LWDA exhaustion letter for violations of Labor Code sections: 226.8, 201.5, 202, 204, 208, 226, 226.6, 226.7, 510, 512, 558.1, and 1182.12.

Aggrieved Employee Time Period: The Period from January 19, 2017 through the Date of Preliminary Approval of the Settlement by the Court.

Released Parties: Defendants and each of their past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, owners (both direct and indirect), parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, temporary staffing firms, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, common law employers, potential and alleged joint employers, potential and alleged co-employers, potential and alleged dual employers, potential and alleged common law employers, affiliates, alter-egos, and affiliated organizations, and any person/entity with potential or alleged joint liability, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries and assigns.

Release Effective Date: the date upon which the entirety of the Class Settlement Amount has been paid by Defendants into the Qualified Settlement Account established by the Settlement Administrator.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. **How do I get out of the Settlement?**

If you wish to preserve the option to pursue your own separate lawsuit against Defendants for the claims asserted in this Class Action, or if you otherwise wish not to participate in the Settlement for whatever reason, you should exclude yourself from the Settlement (“Request for Exclusion”). To exclude yourself, you must sign and postmark or fax a written Request for Exclusion addressed to the Administrator which provides the following information: (i) the name of this Class Action; (ii) the full name, address, telephone number and last four digits of the Social Security Number of the person requesting to be excluded; (iii) the words “Request for Exclusion” at the top of the document; (iv) be personally signed by the Class Member seeking to be excluded, and (v) a statement that you wish to be excluded.

Your written Request for Exclusion must be mailed to the address shown below, postmarked on or before April 27, 2023, or faxed by the same date to the fax number shown below.

She Ball Wage and Hour Class Action Settlement
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Fax: (949) 209-2503

Regardless of whether you submit a Request for Exclusion, you will receive your PAGA Settlement Amount.

14. **If I don’t exclude myself from the Settlement, can I sue Defendants for the same thing later?**

No. Unless you exclude yourself from this Class Action, you give up any right to sue Defendants for the claims that this Settlement resolves. ***If you have a claim or lawsuit already pending against Defendants, you must immediately speak to your lawyer in that case. Do not delay.*** You may need to ask to exclude yourself from this Class Action to continue your own lawsuit. Remember, the deadline to submit a valid and timely Request for Exclusion is April 27, 2023.

15. **If I exclude myself, can I get money from this Settlement?**

Any Class Member who timely submits a valid Request for Exclusion will not receive payment from the settlement, and will not be bound by the terms of the settlement agreement or Judgment (with the exception of claims arising under the PAGA). Eligible Aggrieved Employees will receive their share of the employee portion of the PAGA Settlement Amount and will be deemed to have released any claims arising out of PAGA, regardless of whether they submit a Request for Exclusion.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 24 days before the May 5, 2023 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 6 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <http://www.phoenixclassaction.com/garcia-v-she-ball/> or the Court's website <https://www.lacourt.org>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is April 27, 2023. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Garcia et al. v. She Ball Productions, LLC et al.*, Case No. BC696517, and include your name, current address, telephone number, last four digits of your social security number, and sign the objection. Section 13 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 18 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

17. What's the difference between objecting and requesting to be excluded from the case?

Objecting is simply telling the Court you do not like something about the Settlement. You may object only if you stay in the Class. Requesting to be excluded from the Class is telling the Court that you don't want to be part of the Class for whatever reason. If you choose to request exclusion from the Class Action, you have no basis to object because the case no longer affects you.

If you remain in the Class and object to any of the terms of the Settlement, the Court will consider your objections when deciding whether to grant final approval of the Settlement. You do not need to appear at the hearing to discuss the objection.

THE COURT'S FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Fairness/Final Approval Hearing at 11:00 a.m. on May 5, 2023 in Department 11 of the Spring Street Courthouse, located at 312 North Spring Street Los Angeles, CA 90012. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative service awards, and the Administrator's fees and expenses.

The Court may reschedule the Final Fairness/Final Approval hearing without further notice to Class Members. Class Members are advised to check the website maintained for the Class Action, <http://www.phoenixclassaction.com/garcia-v-she-ball/>, to confirm that the date has not been changed. However, any Class Member who has filed a written objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness/Final Approval hearing.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are not required to attend the Final Fairness/Final Approval hearing, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you have mailed your written objection in the manner described in Paragraph X.18 of the Joint Stipulation of Class Action Settlement Agreement, the Court will consider it. You may appear at the Final Fairness/Approval Hearing to state your objection in lieu of sending a written objection. You may also hire and pay your own lawyer to attend if you so desire.

20. May I appear and speak at the hearing?

You may personally appear or have a lawyer appear on your behalf at the Final Fairness/Final Approval Hearing to talk about your objection.

GETTING MORE INFORMATION

21. Who can I contact if I have questions about the Settlement?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Joint Stipulation of Class Action Settlement and Release (“Agreement”) available at <http://www.phoenixclassaction.com/garcia-v-she-ball/>, or by visiting the Spring Street Courthouse, Civil Records, 312 North Spring Street, Los Angeles, CA 90012, during the hours 8:30 a.m. to 10:30 a.m. or 1:30 p.m. to 3:30 p.m., Monday through Friday, excluding court holidays. If you have additional questions, please call the Class Action Administrator, Phoenix Class Action Administration Solutions, at 800-523-5773 or contact Class Counsel at the addresses and telephone numbers shown above in Section 6.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT CLERK’S OFFICE, THE JUDGE, OR ANY OF THE DEFENDANTS’ MANAGERS, SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

The Joint Stipulation of Class Action Settlement will be available for review after March 6, 2023, at <http://www.phoenixclassaction.com/garcia-v-she-ball/>

ADDITIONAL IMPORTANT INFORMATION

- A. **Defendants support the Settlement** and will not retaliate in any manner whatsoever against any Class Member who stays in the Class and receives an Individual Settlement Payment or requests exclusion from the case and Settlement. No portion of the Net Settlement Amount will go back to Defendants under any circumstances as a result of any requests for exclusion by Class Members or uncashed checks.
- B. **It is your responsibility to ensure that the Administrator** has your current mailing address and telephone number on file, as this will be the address to which your Individual Settlement Payment will be mailed.
- C. Individual **Settlement Payment checks must be cashed soon after receipt**. Monies represented by checks which remain uncashed after 180 days of the date of issuance will be tendered to a suitable non-profit organization or foundation approved by the Court. If your check is lost or misplaced, you should immediately contact the Administrator to request a replacement.