

**FIRST AMENDMENT TO STIPULATION AND AGREEMENT OF
SETTLEMENT**

This First Amendment to Stipulation and Agreement of Settlement (“Amendment”) is entered into by and between Plaintiff Angelica Cosio, individually and on behalf of all others similarly situated (“Cosio” or “Plaintiff”), on the one hand, and Defendants International Performing Arts Academy, LLC, Barbizon School of San Francisco, Inc., Lion Management Group, Inc., Larry D. Lionetti and Lena Quesada Lionetti (“Defendants,” and together with Plaintiff, the “Parties”), on the other hand, and subject to preliminary and final approval by the Court.

I. RECITALS

This Amendment is made with reference to and in contemplation of the following facts and circumstances.

1. On January 3, 2020, the Parties fully executed the “Stipulation and Agreement of Settlement” (“Original Agreement”). The Original Agreement at paragraph 10.5 contained an integration clause requiring subsequent changes to the agreement to be made in a writing signed by the Parties and subject to approval of the Court.

2. On March 16, 2020, the local and regional governments in the San Francisco Bay Area adopted Shelter-in-Place (“SIP”) Orders in response to the novel coronavirus pandemic, the State of California and the City of New York adopted similar Orders on or around March, 2020.

3. The SIP Orders generally require residents to stay home except to provide or obtain “essential services,” and have defined “essential services” in a way that has excluded those services provided by Defendants.

4. Defendants indicate the SIP Orders thus have precluded Defendants from providing services and thus earning income during the period the SIP Orders have remained in effect, and have further resulted in all employees of Defendants being laid

off.

5. The SIP Orders remain in place at the time of execution of this Amendment and are expected to remain in place for some indefinite period of time.

6. Given the nature of the epidemic in California, the present lack of immunity in the population, and the parties' anticipation that a vaccine will not be available or reach substantial penetration in the population for some time, it is likely if not probable that the SIP Orders will be lifted over periods of time, and reinstated for periods of time over the coming year.

7. Defendants indicate that they have been financially unable to make at least the \$40,000 payments to the Settlement Fund required on March 5, 2020, April 5, 2020, and May 5, 2020, by paragraph 6.1 of the Original Agreement.

8. The Parties seek to preserve the proposed settlement, and herein modify the Original Agreement to allow Defendants additional time to make required payments consistent with restrictions on their ability to generate revenue under the SIP Orders.

9. On March 13, 2020, the Court entered an Order regarding preliminary approval of the Original Agreement that proposed certain changes to and clarifications of the terms of the Original Agreement.

10. The Parties intend to adopt to each of the proposed changes contained in the Court's March 13, 2020 Order.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, it is hereby STIPULATED AND AGREED, subject to the Court's approval as required by Code of Civil Procedure section 382 and California Rules of Court, rule 3.769(a), as follows:

II. DEFINITIONS

2.1 The "Original Agreement" shall refer to the Parties' prior "Stipulation and Agreement of Settlement," which was fully executed on January 3, 2020.

2.2 Except where otherwise indicated, all definitions set forth in the Original Agreement are incorporated here by reference as though separately set forth herein.

2.3 The “Agreement” shall refer to the Original Agreement as well as this Amendment.

2.4 “Baseline Gross Revenue” shall mean Defendants’ average monthly gross revenue for the combined calendar years 2015, 2016, 2017, and 2018, including the gross revenue of all Defendants’ businesses and other interests, except for revenue from International Performing Arts Academy, LLC and/or Lion Management Group, Inc.

2.5 “Class” and “Class Member” shall mean all natural persons who were California citizens at the time Cosio’s original complaint was filed (April 5, 2016) who (a) signed a contract so that the Class member, the Class member’s child (or other beneficiary) could participate in a showcase operated by International Performing Arts Showcase (IPAS); (b) paid IPAS for such contract; and (c) such payment was made on or after April 5, 2012; (d) excluding any such payments that were (i) a percentage of the income earned by the Class member's beneficiary in the entertainment industry; or (ii) consisted entirely of reimbursement for out-of-pocket costs actually incurred by IPAS on behalf of the Class member's beneficiary for services rendered by an independent third party.

2.6 “Payments” refers to the amounts required to be paid into the Settlement Fund under the schedule in Section 6.1 of the Original Agreement, and under Section 5.1 of this Amendment.

2.7 “SIP Orders” shall refer exclusively orders issued by the following governments that exclude Defendants’ services from “essential services” as defined by those orders and administrative interpretations, or that otherwise preclude Defendants from providing services:

- a. The State of California;
- b. The City and County of San Francisco;

- c. The County of Sacramento;
- d. Los Angeles County; and
- e. New York City, State of New York.

2.8 “Termination” used in reference to SIP Orders shall refer to either (1) the termination or rescission of those Orders by their own terms or by the issuing governments; or (2) the expansion of “essential services” under those Orders to include those services provided by Defendants. The reissuance of any SIP orders shall initiate the forbearance of Defendant’s obligations to make payments under Paragraph V of this Agreement.

III. AMENDMENT SUPERSEDES ORIGINAL AGREEMENT

3.1 The provisions of this Amendment shall prevail over any contrary or inconsistent provision of the Original Agreement.

IV. CLASS DEFINITION

4.1 The Settlement Class definition shall be the same as that adopted by the Court on October 3, 2018. Specifically, the Settlement Class shall be defined as follows:

All natural persons who were California citizens at the time Cosio's original complaint was filed (April 5, 2016) who (a) signed a contract so that the Class member, the Class member's child (or other beneficiary) could participate in a showcase operated by International Performing Arts Showcase (IPAS); (b) paid IPAS for such contract; and (c) such payment was made on or after April 5, 2012; (d) excluding any such payments that were (i) a percentage of the income earned by the Class member's beneficiary in the entertainment industry; or (ii) consisted entirely of reimbursement for out-of-pocket costs actually incurred by IPAS on behalf of the Class member's beneficiary for services rendered by an independent third party.

See, Order (filed Oct. 3, 2018) at 2:14-22.

V. **SUSPENSION OF DEFENDANTS' PAYMENT OBLIGATIONS WHILE
SHELTER-IN-PLACE ORDERS ARE IN EFFECT**

5.1 In light of the events set forth in the recitals, Plaintiff exercises her discretion under Section 8.1 of the Original Agreement to waive timely Payments according to the schedule set forth in Section 6.1 of the Original Agreement. In lieu of that schedule, the Parties agree to the following schedule and provisions:

- a. Defendants shall not be required to make monthly payments to the Settlement Fund until the later of: (i) January 5, 2021; or (ii) 6 months after the Termination of the SIP Orders.
- b. Thereafter, Defendants shall continue to make monthly payments of \$20,000 on the 5th day of each successive month for nine months.
- c. Thereafter, Defendants shall continue to make monthly payments of \$40,000 on the 5th day of each successive month until they have paid all sums required under Section 6.1 of the Original Agreement.
- d. Defendants' monthly payments under Subparagraphs b and c above shall be prorated for any month in which, prior to the completion of Defendants' monthly payments under the original Settlement Agreement (as modified herein), Defendants file with the court certifications that (i) Defendants' average monthly gross revenue for the preceding three-month period was less than 70 percent of Defendants' Baseline Gross Revenue and (ii) Defendants do not otherwise have sufficient unencumbered, liquid assets to pay the outstanding amounts due under Section 6.1 of the Original Agreement. Defendants' monthly payments shall be prorated in proportion to the average monthly gross revenue for the preceding three-month period as a percentage of Defendants' Baseline Gross Revenue. By way of example (and not by way of limitation) , if

Defendants' average monthly gross revenue for the preceding three months was 70 percent of Defendants' Baseline Gross Revenue, Defendants' payment for that month shall be \$28,000 (or 70 percent of \$40,000).

- e. Defendants' certifications shall be under penalty of perjury, shall constitute financial disclosures included in the warranty under Section 7.1 of the Original Agreement, and shall provide specific dollar amounts for both Defendants' gross revenue for each of the preceding three months, and Defendants' Baseline Gross Revenue. For specific good cause shown, Plaintiff may move the Court to audit and inspect any of Defendants' financial records to verify the certifications, upon certification that Plaintiff met and conferred with Defendants and was not able to resolve the dispute. Unless the court orders otherwise, the certification to be filed with the court shall only state that the Defendant has timely served Plaintiff with the required certification. The Court retains jurisdiction to modify the items required to be disclosed in Defendant's certification.
- f. Defendants' certifications shall be deemed valid for three months. Thus, if Defendants' payments must be prorated for more than one month, the certification submitted by Defendants shall remain valid for a total of three months. Accordingly, Defendants will be required to file a certification every three months, as necessary.

5.2 Except as set forth above, the Parties expressly agree the Amendment does not otherwise modify or abrogate any of Defendants' other payment obligations under Section 6.1 of the Original Agreement. In particular, the Parties expressly agree Defendants shall pay all sums due under Section 6.1, and that the Amendment is solely intended to extend the time in which Defendants make payments, but not to reduce the

amount of those payments. The Parties shall comply with whatever other requirements that may be imposed by the Court with respect to Defendants' payments or certifications to obtain preliminary and final approval which are not inconsistent with this Amendment.

VI. FILING OF FINANCIAL STATEMENTS

6.1 California Rule of Court 2.550(c) establishes a presumption that court records are open to the public, and Rule of Court 2.551(a) expressly precludes the Court from ordering documents sealed solely based on the agreement or stipulation of the parties. As such, to the extent the Preliminary Approval Order requires Defendants to submit financial disclosures under penalty of perjury, and to the extent Defendants seek for such financial disclosures to be sealed, Defendants shall submit such financial disclosures in compliance with the procedures for moving to seal court records set forth in California Rule of Court 2.550-2.551.

VII. CLASS NOTICE

7.1 Attached as Exhibit A to this Amendment is the revised form of Class Notice, which shall be submitted to the Court for preliminary approval and, if approved in the Preliminary Approval Order, shall be the form of notice transmitted to the Class Members.

7.2 The Settlement Administrator shall provide a Spanish-language version of the Class Notice on the settlement website. The English-language version of the Class Notice to be sent by mail and/or electronic email, will inform the Class Members, in Spanish, that a Spanish-language version of the Notice is available on the settlement website.

7.3 In addition to the notice otherwise provided by the Original Agreement, the Settlement Administrator shall transmit Class Notice via electronic mail to Class Members within 21 days after entry of the Preliminary Approval Order. The Class Notice thus transmitted shall not be in the form of an attachment, but instead must be formatted

in HTML format within the email such that it appears in substantially the same form as in Exhibit A, and must prominently include a link to the settlement website.

7.4 In the event that a mailed Class Notice is returned with a forwarding address for a Class Member, the Settlement Administrator shall within two business days thereafter re-mail notice to the forwarding address.

VIII. REQUESTS FOR EXCLUSION

8.1 Requests for exclusion must be postmarked no later than 60 days following the date Class Notice is mailed to Class Members.

8.2 Where the Settlement Administrator receives requests for exclusion that do not strictly comply with the exclusion requirements, the Settlement Administrator shall make reasonable efforts to give the requestor an opportunity to cure the technical deficiencies, including by calling, emailing, and mailing the requestor to seek missing or incorrect information. Where the Settlement Administrator has been unable to cure the technical deficiencies by contacting the requestor, the Settlement Administrator shall refer the request for exclusion to the Parties, and the Parties shall meet and confer on whether to waive the technical deficiencies and propose that the Court accept the request for exclusion as submitted. All such non-conforming requests for exclusion and the position of the parties as to each shall be submitted to the Court at final approval.

IX. OBJECTIONS

9.1 Any Class Member who desires to object to the proposed settlement must send a written objection to the Settlement Administrator with a postmark date no later than 60 days following the date Class Notice is mailed to Class Members. In such request, the Class Member must set forth his or her full name, address, telephone number and email address (if available), along with a statement describing their objections to the proposed settlement.

X. DISTRIBUTIONS TO CLASS MEMBERS

10.1 Distributions made to Class Members shall be in equal shares, unless available information permits distribution proportional to the amounts paid by each Class Member within the Class Period.

10.2 Within 3 days after the Agreement is Final, the Settlement Administrator shall send an email to all Class Members for whom email addresses are available. This email shall advise Class Members that the checks for the first distribution will be mailed shortly, and request Class Members to update their address by replying to that email within 7 days.

10.3 The first distribution of the Net Settlement Fund shall be made within 21 days after the Agreement is Final. The first distribution shall consist of checks issued to each participating Settlement Class Member, and each check shall become invalid 90 days after the date of issuance. No checks will be reissued, and no Compensation will be paid to Class Members who fail to cash their checks from the first distribution. The first distribution shall be in equal shares to each participating Settlement Class Member, unless available information permits distribution proportional to the amounts paid by each participating Settlement Class Member within the Class Period.

10.4 Prior to a second distribution, the Settlement Administrator shall send an email to all Class Members for whom email addresses are available. This email shall advise Class Members that the checks for the second distribution will be mailed shortly, and request Class Members to update their address by replying to that email within 7 days.

10.5 A second distribution shall be made 12 months after Defendants resume making monthly payments into the Settlement Fund.

10.6 The second distribution shall consist of checks issued to each participating Settlement Class Member who negotiated their check from the first distribution. Each check shall become invalid 90 days after the date of issuance. No checks will be reissued,

and no further Compensation will be paid to Class Members who fail to cash their checks from the second distribution. The second distribution shall be in equal shares to each participating Settlement Class Member who negotiated their check from the first distribution, unless available information permits distribution proportional to the amounts paid by such Class Members within the Class Period.

10.7 A third distribution shall be made 21 days after the last Payment is received in the Settlement Fund.

10.8 Prior to a third distribution, the Settlement Administrator shall send an email to all Class Members for whom email addresses are available. This email shall advise Class Members that the checks for the third distribution will be mailed shortly, and request Class Members to update their address by replying to that email within 7 days.

10.9 The third distribution shall consist of checks issued to each participating Settlement Class Member who negotiated their check from the second distribution. Each check shall become invalid 90 days after the date of issuance. No checks will be reissued, and no further Compensation will be paid to Class Members who fail to cash their checks from the second distribution. The third distribution shall be in equal shares to each participating Settlement Class Member who negotiated their check from the first distribution, unless available information permits distribution proportional to the amounts paid by such Class Members within the Class Period.

10.10 Within 10 days after the date the last check issued in the second distribution becomes invalid, the Settlement Administrator will determine whether the Compensation available for a subsequent distribution exceeds the costs of making such subsequent distribution. If so, the Settlement Administrator shall continue to make subsequent distributions of Compensation to those Class Members who cashed checks from the preceding distribution until the costs of making a subsequent distribution exceed the Compensation available for such subsequent distribution in the Settlement Fund. In each

such distribution, each check shall become invalid 90 days after the date of issuance. In each such distribution, the distribution shall be in equal shares to each participating Settlement Class Member who negotiated their check from the preceding distribution, unless available information permits distribution proportional to the amounts paid by such Class Members within the Class Period.

XI. COSTS ASSOCIATED WITH REALIZE CPA, LLP SUBPOENAS

11.1 Plaintiff intends to recover costs owed to Realize CPA from the Settlement Fund.

11.2 Realize CPA, LLP remains subject to the Court's jurisdiction for purposes of issues arising out of the subpoenas issued to it by Plaintiff. *See*, Cal. Code of Civ. Proc. § 2020.220, subd. (c). Accordingly, it is appropriate for the Parties to agree to, and the Court to adopt, procedures for resolution of the issue of Realize CPA, LLP's costs of complying with the subpoenas issued in the Action so that those costs may be ascertained within the period that Class Notice is pending, provided that Realize CPA, LLP is given notice of the same and an opportunity to be heard.

11.3 The Parties agree that the Court may issue an Order to Show Cause to Realize CPA, LLP, and that such Order may require Realize CPA, LLP to show cause why it should not be required to file a noticed motion, within 14 days following entry of the Preliminary Approval Order, seeking to recover any costs of compliance with the subpoenas issued to it by Plaintiff in this Action.

11.4 Plaintiff shall draft, and the Parties shall agree to a stipulation and proposed order to that effect, which shall be filed prior to the Preliminary Approval Hearing.

XII. SCOPE OF RELEASE BY CLASS MEMBERS

12.1 The scope of release provided by Class Members to Defendants is strictly limited to the following: As of the Effective Date of the Agreement, each Settlement Class Member shall be deemed to have fully, finally and forever released the Defendants

from all claims for remedies or relief actually alleged in the Action by Plaintiff, on behalf of herself and the Settlement Class, as of the Effective Date, including but not limited to: all remedies or relief available for violations of California Labor Code section 1702 as alleged, and all remedies or relief available for violations of California Business and Professions Code section 17200 as alleged.

XIII. NO INJUNCTION

13.1 As set forth in the recitals, the Original Agreement was expressly subject to preliminary and final approval by the Court. The Parties expressly stipulate and agree that the Court may modify or entirely fail to enter the injunctive relief set forth in Sections 5.1(k) and (m) of the Original Agreement. Under Section 8.1 of the Original Agreement, the Parties expressly stipulate, warrant, and agree that any modification and/or abnegation of Sections 5.1(k) and (m) of the Original Agreement by the Court does not constitute a material modification of the Original Settlement. Nothing in the Original Agreement or this Amendment shall be construed to prohibit the Parties from separately and subsequently seeking appropriate relief if some other action impairs or threatens to impair the Court's jurisdiction over any matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of the Settlement, the Original Agreement, and/or Amendment.

XIV. DEADLINES

14.1 The Agreement provides for the following deadlines:

| Event | Deadline |
|--|--|
| Plaintiff retains Settlement Administrator | Preliminary Approval Order + 5 Business Days |
| Defendants produce class list and underlying records | Preliminary Approval Order + 10 Days |

| Event | Deadline |
|--|--|
| Tentative Realize CPA, LLP Deadline to Move for Subpoena Costs, Subject to OSC | Preliminary Approval Order + 21 Days |
| Class Notice Mailed and Emailed, Settlement Website Established | Preliminary Approval Order + 21 Days |
| Post-Mark Deadline for Class Member Objections or Requests For Exclusion | Class Notice Mailed + 60 Days |
| Fee and Incentive Award Applications | 36 Court Days Prior to Final Approval Hearing |
| Final Approval Hearing | Preliminary Approval Hearing + 120 Days |
| First Distribution | Final Approval Order + 81 Days (if no appeal) |
| Second Distribution | 12 Months after Resumption of Monthly Payments + 21 Days |
| Third Distribution | Upon Final Payment + 21 Days |
| Claims Released | Final Payment + 91 Days |

XV. MISCELLANEOUS TERMS AND CONDITIONS

15.1 Competency Of Parties. The Parties, and each of them, acknowledge, warrant, represent and agree that in executing and delivering this Agreement, they do so freely, knowingly and voluntarily, that they had an opportunity to and did discuss its terms and their implications with legal counsel, that they are fully aware of the contents and effect of the Agreement and that such execution and delivery is not the result of any fraud, duress, mistake or undue influence whatsoever.

15.2 Authority. The person(s) signing this Agreement on behalf of Defendants warrant(s) and represent(s) that he, she, or they is/are authorized to sign on Defendants' behalf. The Plaintiff has personally signed this Agreement.

15.3 Construction. Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any of the Parties. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision valid to the fullest extent possible consistent with applicable precedent so as to find all provisions of this Agreement valid and enforceable. After applying this rule of construction and still finding a provision invalid, the Court shall thereupon interpret the invalid provision to the fullest extent possible to otherwise enforce the invalid provision. The invalidity of any one provision shall not render this Agreement otherwise invalid and unenforceable unless the provision found to be invalid materially affects the terms of this Agreement after application of the rules of construction set forth in this paragraph.

15.4 Titles. Titles or captions contained herein are inserted for the purpose of readability, convenience, and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

15.5 Counterparts. This Agreement may be executed in one or more counterparts and, if so executed, the various counterparts shall be and constitute one instrument for all purposes and shall be binding on each of the Parties that executed it, provided, however, that none of the Parties shall be bound unless and until all Parties have executed this Agreement. For convenience, the several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

15.6 List of Exhibits.


Attached to this Agreement are the following Exhibits:

Exhibit A Class Notice

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Agreed and accepted:

Dated: May 26, 2020

By: 
ANGELICA COSIO, on her own behalf, and on behalf of the Settlement Class

Dated: _____, 2020


By: _____
LARRY D. LIONETTI, individually and on behalf of INTERNATIONAL PERFORMING ARTS ACADEMY, LLC, BARBIZON SCHOOL OF SAN FRANCISCO, INC., LION MANAGEMENT GROUP, INC.

Dated: _____, 2020

By: _____
LENA QUESADA LIONETTI, individually and on behalf of INTERNATIONAL PERFORMING ARTS ACADEMY, LLC, BARBIZON SCHOOL OF SAN FRANCISCO, INC., LION MANAGEMENT GROUP, INC.,

Approved solely as to form:

Dated: May 26, 2020

By: 
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Dallas, Texas 75204
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(866) 509-1197 (facsimile)
ep@eplaw.us

Agreed and accepted:

Dated: _____, 2020

By: _____

ANGELICA COSIO, on her own behalf, and on behalf of the Settlement Class

Dated: May 27, 2020

By: *Larry Lionetti*

LARRY D. LIONETTI, individually and on behalf of INTERNATIONAL PERFORMING ARTS ACADEMY, LLC, BARBIZON SCHOOL OF SAN FRANCISCO, INC., LION MANAGEMENT GROUP, INC.

Dated: May 27, 2020

By: *Lena Lionetti*

LENA QUESADA LIONETTI, individually and on behalf of INTERNATIONAL PERFORMING ARTS ACADEMY, LLC, BARBIZON SCHOOL OF SAN FRANCISCO, INC., LION MANAGEMENT GROUP, INC.,

Approved solely as to form:

Dated: _____, 2020

By: _____

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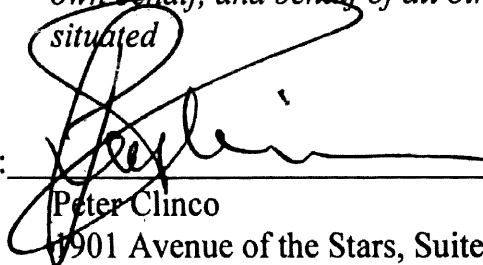
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*Attorneys for Plaintiff Angelica Cosio, on her
own behalf, and behalf of all others similarly
situated*

Dated: 5/27, 2020

By: _____


Peter Clinco
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(310) 553-3408 (facsimile)
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Attorneys for Defendants

Exhibit A

Cosio v. International Performing Arts Showcase, et al., Case No. CGC-16-551337
Superior Court of California
County of San Francisco

IF YOU ENTERED INTO A CONTRACT WITH INTERNATIONAL PERFORMING ARTS SHOWCASE, INTERNATIONAL PERFORMING ARTS ACADEMY LLC, AND/OR LION MANAGEMENT GROUP, INC. (“IPAS”), AND PAID ON THAT CONTRACT ON OR AFTER APRIL 6, 2012, SO THAT YOU OR YOUR CHILD (OR OTHER BENEFICIARY) COULD PARTICIPATE IN A SHOWCASE OPERATED BY IPAS, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

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

A settlement has been reached in the class action lawsuit filed against International Performing Arts Academy, LLC, Lion Management Group, Inc., and Larry and Lena Lionetti (collectively, “Defendants”). A description of the lawsuit is included at Page .

The proposed settlement provides for you to receive money in exchange for releasing your claims against the Defendants. Your legal rights are affected, and you have a choice to make now:

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT | |
|--|--|
| DO NOTHING | <p>Stay in this lawsuit. Receive a share of the settlement proceeds. Give up certain rights.</p> <p>By doing nothing, you participate in the proposed settlement reached in this lawsuit, which may result in money and other benefits for you and other Class members, including the mailing of one or more settlement checks to your address if approved. However, by doing nothing, you give up any right(s) to sue Defendants separately for the same legal claims asserted in this lawsuit. Because checks will be sent to your address, you should verify also your address on the following page.</p> |
| OBJECT | <p>Stay in this lawsuit. Object to the proposed settlement.</p> <p>By objecting, you will remain in this lawsuit, and raise concerns you may have about the proposed settlement to the Court’s attention. If your objection is overruled, you will still participate in the proposed settlement reached in this lawsuit, which may result in money and other benefits for you and other Class members, including the mailing of one or more settlement checks to your address if approved. If your objection is overruled, you will still give up any right(s) to sue Defendants separately for the same legal claims asserted in this lawsuit. Because checks will be sent to your address, you should verify also your address on the following page.</p> |

| | |
|---------------------------|---|
| ASK TO BE EXCLUDED | Get out of this lawsuit. Get no benefits from it. Keep certain rights. If you ask to be excluded from this lawsuit, you won't share in the money and other benefits provided in the proposed settlement. By asking to be excluded from this lawsuit, you keep any right(s) to sue Defendants separately for the same legal claims asserted in this lawsuit. However, you may lose the right to sue Defendants separately if you do not do so within the statute of limitations. |
|---------------------------|---|

Your options are explained in more detail in this notice. To object, or to ask to be excluded, you must act before **ZX**.

WARNING: Verify that your mailing address is correct. If you choose to do nothing or object, any settlement proceeds will be sent to your mailing address as it appears here:

ZX Name
ZX Address
ZX City, State, Zip

If your name and/or address listed on this Notice needs to be updated, you must complete the enclosed Change of Name or Address Form and return it to the Settlement Administrator with a postmarked date of not later than **ZX**.

It may take up to two years, or more, to complete all the distributions provided for by the settlement agreement. If you need to update your address again within that time, you must either (1) email your updated address to **ZX**, or (2) send an "Address Update" in the form of a letter sent by mail to: *Cosio v. IPAA c/o Atticus Administration*, P.O. Box 1440, Minneapolis, MN 55440, stating that you want to update your address for *Cosio v. International Performing Arts Academy, LLC, et al.* Be sure to include your name, new address, telephone number, and email address, and sign the letter.

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BASIC INFORMATION

1. Why did I get this notice?

A proposed class action settlement (the “Settlement”) has been reached between plaintiff Angelica Cosio (“Plaintiff”) and International Performing Arts Academy, LLC, Lion Management Group, Inc., and Larry and Lena Lionetti (collectively, “Defendants”) in the class action pending in San Francisco Superior Court, case number CGC-16-551337 (the “Action”), brought on behalf of the following individuals (the “Class”):

All natural persons who were California citizens at the time Cosio's original complaint was filed (April 5, 2016) who (a) signed a contract so that the Class member, the Class member's child (or other beneficiary) could participate in a showcase operated by International Performing Arts Showcase (IPAS); (b) paid IPAS for such contract; and (c) such payment was made on or after April 5, 2012; (d) excluding any such payments that were (i) a percentage of the income earned by the Class member's beneficiary in the entertainment industry; or (ii) consisted entirely of reimbursement for out-of-pocket costs actually incurred by IPAS on behalf of the Class member's beneficiary for services rendered by an independent third party.

Judge Anne-Christine Massullo of the Superior Court of California in and for the City and County of San Francisco (the “Court”) has preliminarily approved the Settlement. You have received this notice because Defendants’ records indicate that you are a member of the Class. This notice is designed to provide you with a brief description of the Action, inform you of the terms of the proposed Settlement, and discuss your rights and options in connection with the Action and the Settlement, including how you can object to the Settlement or elect not to participate in the Settlement. Unless you submit a timely and valid Request for Exclusion, if the Settlement is finally approved by the Court, it will be binding upon you.

If your name and/or address listed on this Notice needs to be updated, you must complete the enclosed Change of Name or Address Form and return it to the Settlement Administrator with a postmarked date of not later than ZX.

2. What is this lawsuit about?

Plaintiff's claims in this lawsuit concern whether Defendants operate an Advance Talent Fee Representation Service (“AFTRS”).

California Labor Code section 1702.1(a) defines an AFTRS as follows:

A person who provides or offers to provide, or advertises or represents itself as providing, an artist, directly or by referral to another person, with one or more of the following services described below, provided that the person charges or receives a fee from or on behalf of an artist for photographs, Internet Web sites, or other reproductions or other promotional materials as an artist; lessons, coaching, seminars, workshops, or similar training for an artist; or for one or more of the

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following services:

- (1) Procuring or attempting to procure an employment opportunity or an engagement as an artist.
- (2) Procuring or attempting to procure an audition for an artist.
- (3) Managing or directing the development of an artist's career.
- (4) Procuring or attempting to procure a talent agent or talent manager, including an associate, representative, or designee of a talent agent or talent manager.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” (in this case Angelica Cosio) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The person who sued is called Plaintiff. The companies and individuals sued (in this case, International Performing Arts Academy, LLC, Lion Management Group, Inc., and Larry and Lena Lionetti) are called Defendants. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is this lawsuit a class action?

The Court previously partially granted class certification pursuant to California Code of Civil Procedure 382, which governs class actions in California. Specifically, the Court certified this case as a class action based on Plaintiff's theory that Defendants violate the law by operating as an AFTRS. More information about why the Court certified the class is in the Court's Order, which is available at the Superior Court of California, City and County of San Francisco at <https://www.sfsuperiorcourt.com/online-services>, or at the Settlement website at ZX.

THE CLAIMS IN THE LAWSUIT

5. What does the lawsuit complain about?

The class action claims that were certified in this lawsuit allege that Defendants operated an AFTRS by receiving payments for artists to participate in a Showcase, and that such Showcase purportedly provided, or attempted to provide an artist, in addition to talent training, counseling, lessons and the like, with one or more of the following prohibited services described below:

- (1) Procuring or attempting to procure an employment opportunity or an engagement as an artist; or
- (2) Procuring or attempting to procure an audition for an artist; or
- (3) Procuring or attempting to procure a talent agent or talent manager, including

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an associate, representative, or designee of a talent agent or talent manager.

You can get a copy of the Plaintiff's Fifth Amended Class Action Complaint at the Superior Court of California, County of San Francisco, or at the Settlement website at ZX, or through Class Counsel, who can be reached at (510) 817-2711.

6. How did Defendants answer?

Defendants denied each and every allegation of Plaintiff's complaint, assert that they did nothing wrong, and say that they complied with California law which permits talent services that comply with California Labor Code section 1701 et. seq. Specifically, Defendants maintain that they do not operate an AFTRS, but instead offer talent training/counseling and host talent competitions that are not auditions, work opportunities, or agent signings. You can get a copy of Defendants' Answer to the Class Action Complaint at the Superior Court of California, County of San Francisco, or at the Settlement website at ZX, or through Class Counsel Aiman-Smith & Marcy, who can be reached at (510) 817-2711 or by email at hvr@asmlawyers.com, or Preston Law Offices, who can be reached by email at ep@eplaw.us, and/or at the following website: <http://eplaw.us/>.

7. Has the Court decided who is right?

The Court did not reach the merits of Plaintiff's complaint, or Defendants' answer, has not decided whether Plaintiff or Defendants are correct, and under the Settlement, the Court will not decide who was right.

8. What was the Plaintiff asking for?

Plaintiff asked in the complaint for Defendants to pay for the fees paid by class members for participation in Showcase, and that applicable fees should be trebled as set forth under the Labor Code, and to pay for Class Counsel's attorney's fees and costs. Plaintiff had also asked that Defendants be stopped from engaging in the alleged practices described above in the future. Plaintiff has estimated potential value of this case at trial is \$24 million, plus Plaintiff's reasonable attorneys' fees and costs.

WHO IS INCLUDED IN THE SETTLEMENT

9. Am I part of this Settlement?

The Court certified the class as defined in section 1 on page **ZX**.

If you are included in the class definition, you are in the Class and will be affected by this Settlement if it is approved unless you opt out.

10. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling or writing to the lawyers in this case, at the phone number or address listed on Page **ZX**.

THE PROPOSED SETTLEMENT

You need to decide whether to participate in the proposed Settlement. If you do not want to participate, you must ask to be excluded by **ZX**.

11. What would I receive in the Settlement?

Defendants have promised to pay a total of \$720,000, with payment to be made in monthly installments, however, the period of time for these payments is extended due to the effects of the Covid-19 pandemic on Defendants' business.

From that amount, Defendants will pay to each participating Class Member an equal share after deducting the costs of settlement administration, the Plaintiff's Class Representative Enhancement Payment, Class Counsel's reasonable attorneys' fees and reasonable litigation costs incurred on behalf of the Class, and additional specified third-party litigation costs. (However, if sufficient information is available, each participating Class Member will instead receive a share in proportion to the amount they paid to Defendants within the Class Period, after the previously-listed deductions are made.) The Settlement provides for a Class Representative Enhancement Payment of up to \$10,000 payable to Plaintiff, reasonable attorneys' fees of up to \$240,000 payable to Class Counsel, reasonable litigation costs of up to \$60,000 also payable to Class Counsel, and the potential payment of additional litigation costs associated with a third-party's compliance with subpoenas.

The amount each Class Member receives will depend on whether any Class Members elect not to participate in the Settlement; and the amounts awarded by the Court for the payment to Plaintiff for the Class Representative Enhancement Payment, to Class Counsel for their reasonable attorneys' fees and litigation costs, to the Settlement Administrator for the costs of administering the Settlement, and to Realize CPA, LLC for litigation costs associated with their compliance with Class Counsel's subpoenas. The precise amounts will be calculable once all timely and valid Requests for Exclusion are received, and the number of Participating Class Members is identified.

Class Members who participate in the Settlement will receive their share of the settlement after final Court approval of the Settlement. With each distribution, Class Members who fail to cash their checks

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within 90 days will be excluded from subsequent distributions, and any funds they would have otherwise received will be distributed to the rest of the Class in the following distributions. The first distribution will occur 21 days after the Settlement receives final approval, a final judgment is entered, and all rights to appeal or review are exhausted or after any appeal or review has been resolved in favor of the Settlement. A second distribution will be made 12 months after Defendants resume making monthly payments into the Settlement Fund. A third distribution shall be made 21 days after the last Payment is received in the Settlement Fund. Additional distributions will be made until the amount of funds available for distribution no longer exceeds the cost of making an additional distribution. After the last distribution is made, any remaining funds will be donated to the BizParentz Foundation, a non-profit corporation providing education, advocacy, and charitable support to parents and children engaged in the entertainment industry.

By way of example only, assume that no Class Member elected not to participate in the Settlement, that all payment amounts sought were awarded, that the Settlement Administrator's costs of administration are \$17,028, and that Realize CPA, LLC received nothing for its litigation costs, which leaves a net distribution fund of approximately \$392,972. Assuming there are 1,100 participating Class Members, this would result in each Class Member being sent a check for \$357.25 in the first distribution. Assuming 25% of participating class members fail to cash their check from the first distribution, and that the costs of subsequent distributions is \$10,000 per distribution, then each participating Class Member would be mailed a check for \$106.96 in the second distribution, and a check for \$19.49 in the third distribution. After the third distribution, a total of \$3,015.19 of undistributed settlement funds would remain, which is less than the assumed cost of another distribution, so that amount would then be donated to the BizParentz Foundation.

In addition to paying money to the Class, Defendants have agreed that after the Showcase scheduled for October 2019, Defendants will not operate Showcase or any other Advance Fee Talent Representation Service as defined in California Labor Code § 1702 *et seq.*

In addition to participating in the Settlement as a Class Member, the Plaintiff will seek approval from the Court for a payment of \$10,000 in recognition of her efforts and hard work in prosecuting the Action on behalf of Class Members, undertaking the risk of liability for attorneys' fees and expenses in the event she was unsuccessful in the prosecution of the Action, and for her Complete and General Release she is granting as part of the Settlement. If awarded by the Court, this payment, which will be paid in addition to Plaintiff's individual share of the settlement, will be made out of the total paid to the Class by Defendants under the Settlement.

Class Counsel have represented and continue to represent the Class on a contingency-fee basis. That means that attorneys' fees are paid only if money is recovered for the Class. It is common to award attorneys' fees as a percentage of the settlement amount negotiated by the attorneys for the Class. As part of the final approval hearing, Class Counsel will request up to \$240,000 for their attorneys' fees (representing one-third of the Total Settlement Amount) and up to \$60,000.00 for their costs incurred in connection with their work in the Action. Defendants have agreed to not oppose these payments. Class Members will not be required to pay Class Counsel for any other attorneys' fees, costs or expenses out of their own pockets if the Settlement Agreement and the fee request are finally approved by the Court. Payments of Class Counsel's attorneys' fees and litigation costs, as approved by the Court, will be made out of the total paid to the Class by Defendants under the Settlement.

Payments for the reasonable costs of administering the Settlement, including the Settlement

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Administrator's fees and expenses, will be made out of the total paid to the Class by Defendants under the Settlement.

You can get a copy of the Settlement Agreement at the Settlement website at ZX, or through Class Counsel Aiman-Smith & Marcy, who can be reached at (510) 817-2711 or by email at hvr@asmlawyers.com, or Preston Law Offices, who can be reached by email at ep@eplaw.us, and/or at the following website: <http://eplaw.us/>.

12. What would I give up in the Settlement?

In exchange for the benefits listed above, participating Class Members will give up their right to sue Defendants separately for the same legal claims asserted in this lawsuit.

13. Why isn't there more money?

Defendants claim they lack sufficient funds or assets to pay more than what is required in this proposed Settlement. After two years of efforts to test and investigate that claim, Plaintiff and Class Counsel have concluded that the proposed Settlement is the best possible outcome given Defendants' financial condition and the Defendants' defenses. As part of the Settlement, Defendants are required to submit comprehensive financial disclosures under penalty of perjury to the Court, and have guaranteed that those financial disclosures will be truthful, accurate, and complete.

YOUR RIGHTS AND OPTIONS

You have to decide whether to participate in the Settlement or ask to be excluded by ZX.

14. What happens if I do nothing at all?

By doing nothing you are staying in the Class and participating in the proposed Settlement. You will then mailed settlement checks with each distribution at your address. Because checks will be sent to your address, you should verify your address is correct, and update your address as appropriate according to the instructions on Page █ of this Notice.

If you stay in, you will not be able to sue, or continue to sue, Defendants—as part of any other lawsuit—about the same legal claims that are the subject of this lawsuit.

15. Why would I ask to be excluded?

If you exclude yourself from the Settlement—which also means to remove yourself from the Settlement, and is sometimes called “opting-out” of the Settlement—you: (1) will not be legally bound by the Settlement or the Court's judgments in this class action; (2) will keep any rights you may have to sue Defendants for the legal claims that are or could have been included in this lawsuit or to bring a claim before the Labor Commissioner; and (3) won't get any money or benefits from the Settlement.

16. How do I ask the Court to exclude me from the Settlement?

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To ask to be excluded, you must either (1) email your request to be excluded to ZX, or (2) send an “Exclusion Request” in the form of a letter sent by mail to: *Cosio v. IPAA c/o Atticus Administration*, P.O. Box 1440, Minneapolis, MN 55440, stating that you want to be excluded from *Cosio v. International Performing Arts Academy, LLC, et al.* Be sure to include your name, address, telephone number, email address, and a statement you wish to be excluded, and sign the letter. You must email or postmark your opt out **by ZX**.

17. If I do not ask to be excluded, can I still sue the Defendants for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up the right to sue Defendants for the following claims:

As of the Effective Date of the Agreement, each Settlement Class Member shall be deemed to have fully, finally and forever released the Defendants from all claims for remedies or relief actually alleged in the Action by Plaintiff, on behalf of herself and the Settlement Class, as of the Effective Date, including but not limited to: all remedies or relief available for violations of California Labor Code section 1702 as alleged, and all remedies or relief available for violations of California Business and Professions Code section 17200 as alleged.

18. How can I object to this Settlement?

If you are a Class Member, you may object to the proposed Settlement in writing if you do not like any part of it. You must give reasons why you think the Court should not approve it. You can also object to the Class Representative Enhancement Payment. You can also object to Class Counsel’s request for attorneys’ fees and costs. The Court will consider your views.

To object, you must either (1) email your objection to ZX, or (2) send an “Objection” in the form of a letter sent by mail to: *Cosio v. IPAA c/o Atticus Administration*, P.O. Box 1440, Minneapolis, MN 55440, stating that you want to object to the proposed settlement in *Cosio v. International Performing Arts Academy, LLC, et al.* Be sure to include your name, address, telephone number, email address, and a statement describing their objections to the proposed settlement, and sign the letter. You must email or postmark your objection **by ZX**.

You may also ask the Court for permission to speak at the Fairness Hearing. To do so, you must either (1) email your request to ZX, or (2) send an “Notice of Intention to Appear in *Cosio v. IPAA*.” in the form of a letter sent by mail to: *Cosio v. IPAA c/o Atticus Administration*, P.O. Box 1440, Minneapolis, MN 55440, stating that you want to address the Court regarding the proposed settlement in *Cosio v. International Performing Arts Academy, LLC, et al.* Be sure to include your name, address, telephone number, email address, and a statement that you wish to address the Court regarding the proposed settlement in *Cosio v. International Performing Arts Academy, LLC, et al.*, and sign the letter. You must email or postmark your request **by ZX**.

If the Court overrules your objection, you will be bound by the terms of the Settlement.

19. What is the difference between objecting and excluding?

Objecting tells the Court that you do not like the Settlement and it should not be approved. You can only object if you stay in the Class. If the Court rejects or overrules your objection, you cannot thereafter exclude yourself from the Class but you will be mailed a settlement payment if the settlement is approved. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object, because the case no longer affects you.

20. When will the Court decide whether to finally approve the Settlement?

The Court will hold a final approval hearing on ZX, 2020, at ZX, in Department 304 of the California Superior Court in and for the City and County of San Francisco, 400 McAllister Street, San Francisco, California 94102, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Enhancement Payment, the payments for the Class Counsel's Attorney Fees and Class Counsel's Costs, and the Settlement Administration Costs.

The hearing may be postponed without further notice to the Class. It is not necessary for you to appear at this hearing. If you have submitted an objection and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard. Class Members are advised to contact the Settlement Administrator or check the Court's online docket at <https://sfsuperiorcourt.org/online-services> to confirm the date has not been changed.

21. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have, but you may attend at your own expense. If you send an objection, you do not have to go to court to talk about it. As long as you emailed or mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary to hire a lawyer.

If you want to attend the hearing and address the Court, you should follow the instructions in Section 18, page ■ of this Notice.

THE LAWYERS REPRESENTING YOU

22. Do I have a lawyer in this case?

The Court decided that the law firms of Aiman-Smith & Marcy, of Oakland, California, and Preston Law Offices, of Dallas, Texas, are qualified to represent you and all Class Members. The law firms are called "Class Counsel." The lawyers at Aiman-Smith & Marcy and Preston Law Office are experienced in

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handling similar cases against other companies.

23. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, that is your right. If you obtain your own lawyer, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you. If you obtain your own lawyer, you may be responsible for paying for his or her services.

24. How will the lawyers be paid?

As part of the Settlement, Class Counsel may request to receive compensation for their fees and expenses. If the Court grants Class Counsel's request, the fees and expenses would be deducted from any money obtained for the Class.

25. What do Plaintiff and Class Counsel think of this Settlement?

Plaintiff, as Class Representative, and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and any possible appeals. Plaintiff and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, as well as the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are likewise aware of the burdens of proof necessary to establish liability for the class asserted in the Action, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing damages for Class Members. Plaintiff and Class Counsel have also taken into account Defendants' agreement to enter into a settlement that confers substantial relief upon Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement as set forth in the Settlement Agreement is a fair, adequate and reasonable Settlement and is in the best interests of Class Members.

GETTING MORE INFORMATION

26. Are more details available?

For additional information about this action, you may examine the court papers filed in this lawsuit online at <https://sfsuperiorcourt.org/online-services> as follows:

1. On the first row entitled “Case Query,” select the dark blue “Access Now” button on the right-hand side.
2. To confirm you are not a robot, click on the check-box, and then follow the on-screen instructions.
3. Once the “Civil Case Information Search” screen appears, enter the case number in the box (“CGC-16-551337”) and then select the “Search” button.
4. A new window or tab will appear. Along the upper portion of the window or tab are links to view the following portions of the Court’s docket: Register of Actions, Parties, Attorneys, Calendar, Payments, and Documents.
5. The Register of Actions page will allow you to review and download all documents filed in this action. By default, those documents appear in reverse chronological order grouped 10 documents per page, and include a link on the right-hand side titled “View” that allow you to review and download the filings of your choosing. You may also sort documents by chronological order, by title, and by amount of filing fee paid. You may also change the number of documents or “entries” shown. You may also use the search function on the upper right to search for specific words or phrases.
6. The Calendar page will show you all hearings in the case, including the updated date and time of the Final Approval Hearing.

Please do not contact the Court or the Court Clerk about this Notice.

Selected documents are also available for download and review at the Settlement website at ZX.

You may also seek advice and guidance of your own attorney at your own expense.

You may also speak to Class Counsel:

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Oakland, CA 94621
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