

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is entered into as of the last date of any signature below (“Execution Date”) by and among:

- (a) Defendants V Theater Group, LLC; Saxe Theater, LLC; David Saxe Productions, Inc.; David Saxe Productions, LLC; Saxe Management, LLC, and David Saxe individually (collectively, “Defendants”), and
- (b) Plaintiffs, as defined below, individually and as representatives of the proposed Settlement Class, as defined below.

RECITALS

A. Plaintiffs Jeremy Bauman and Bijan Razilou each filed lawsuits against Defendants that have since been consolidated under the caption *Bauman v. David Saxe, et al.*, No. 2:14-cv-01125-RFB-BNW (D. Nev.) (the “Action”). Plaintiffs claim, among other things, that Defendants sent text messages to cell phones in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (“TCPA”) and state law.

B. Defendants deny the material allegations in the Action and deny all liability with respect to the facts and claims alleged in the Action. Nevertheless, without admitting or conceding liability, and while continuing to deny that the claims asserted in the Action would be appropriate for class treatment if prosecuted at trial, Defendants now desire to settle the Action on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of continuing litigation and to put to rest all claims that were, or could have been, brought in the Action or in similar litigation based on the facts alleged in the Action.

C. Class Counsel, as defined below, have analyzed and evaluated the merits of all Parties’ contentions and the impact of this Agreement on the members of the Settlement Class, as defined below. Based on that analysis and evaluation, and recognizing the risks of continued litigation and the likelihood that the Action, if not settled now, may be protracted and will further delay or else practicably deny any relief to the proposed classes, Plaintiffs and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate and equitable, and that a settlement of the Action on the terms described herein is in the best interests of the Settlement Class.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, the Parties, for themselves and through their undersigned counsel, agree to the following settlement, subject to Court approval, under the following terms and conditions.

I. DEFINITIONS

In addition to the terms defined parenthetically herein, the following definitions apply to this Agreement:

1.01 “CAFA Notice” means notices to the appropriate state and federal officials pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715.

1.02 “Cash Fund” means the total amount of \$800,000.00 Defendants will make available for any and all payments under this Agreement, including but not limited to costs of Settlement Administration, attorneys’ fees and expenses to Class Counsel, and Service Awards to Plaintiffs. Within 14 days after Preliminary Approval, Defendants will pay the Cash Fund to the Settlement Administrator to be held in a qualified settlement fund account. To the extent the total amount of payments required to pay attorneys’ fees and expenses to Class Counsel, Service Awards, expenses of Settlement Administration, and Class Notice and CAFA Notice exceed the Cash Fund, Defendants will be contributing only the amount described above in this paragraph regardless of the final total amount of such payments. Defendant shall not be responsible for any payments or obligations other than those specified in this Agreement.

1.03 “Class Counsel” means Sound Justice Law Group, PLLC; Mazie Slater Katz & Freeman, LLC; Bailey Kennedy, LLP; Strategic Legal Practices, APC; and Marquis Aurbach Coffing. “Lead Class Counsel” means Albert H. Kirby of Sound Justice Law Group, PLLC and Matthew Mendelsohn of Mazie Slater Katz & Freeman, LLC.

1.04 “Class Notice” means the notice provided to the Settlement Class of the class action status and proposed settlement of the Action. The Class Notice will include a hearing date set by the Court to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment. The Class Notice will be in substantially the form as Exhibits A (“Long-Form Notice”), B (“Email Notice”), and C (“Postcard Notice”).

1.05 “Defendants” means Defendants V Theater Group, LLC; Saxe Theater, LLC; David Saxe Productions, Inc.; David Saxe Productions, LLC; Saxe Management, LLC, and David Saxe individually.

1.06 “Fairness Hearing” means the hearing to be set by the Court to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

1.07 “Final Approval” means that all of the following have occurred:

- (a) The Court has entered the Settlement Order and Final Judgment;
- (b) The Court has made its final award of attorneys’ fees and costs; and
- (c) Thirty-one (31) calendar days have passed after entry of the Settlement Order and Final Judgment by the Court without any appeals or requests for review of the Court’s Settlement Order and Final Judgment being filed, or, if appeals or requests for review have been taken, the time has passed for seeking further review after orders on appeal affirming the Settlement Order and Final Judgment, or review has been denied after exhaustion of all appellate remedies.

1.08 “Parties” means Plaintiffs and Defendants.

1.09 “Plaintiffs” means Jeremy Bauman and Bijan Razilou.

1.10 “Preliminary Approval” means the Court has entered an order substantially in the form of Exhibit D to this Agreement, preliminarily approving the terms and conditions of this Agreement, including the manner of providing Class Notice to the Settlement Class.

1.11 “Released Claims” means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys’ fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes, or municipalities that arise out of or relate in any way to the sending of text messages (including but not limited to text messages sent using an “automatic telephone dialing system”) for any purpose (including but not limited to advertising, marketing, or informational purposes), that have been, or could have been, brought in the Action, as well as any claims arising out of the same nucleus of operative facts as any of the claims asserted in the Action. In addition, with respect to Plaintiffs only, “Released Claims” includes all claims arising out of any conduct or omissions occurring as of the Execution Date that might be attributable to Defendants.

1.12 “Released Parties” means Defendants and all other persons and entities who played any role in sending the text messages at issue, including any of their respective affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them, and each of their respective predecessors, successors, past and present officers, directors, managers, employees, agents, servants, accountants, attorneys, advisors, shareholders, members, insurers, representatives, partners, vendors, issuers, and assigns, or anyone acting on their behalf.

1.13 “Service Awards” shall mean the payments of up to \$15,000 for each Plaintiff for their time and effort in connection with this Action to be paid from the Cash Fund subject to Court approval.

1.14 “Settlement Administration” means the process through the Settlement Administrator under the Court’s supervision, that includes, but is not limited to, disseminating Class Notice with Ticket Codes and CAFA notice; establishing and maintaining the Settlement Website; and distributing attorneys’ fees and costs, and the Service Awards. The cost for Settlement Administration will be paid from the Cash Fund.

1.15 “Settlement Administrator” means Angeion Group.

1.16 Except as otherwise provided in this Paragraph, “Settlement Class” means:

All persons and entities to whom Defendants attempted transmission of one or more text messages, between and including April 1, 2013, to May 31, 2014, to a telephone number assigned to a cell phone at the time of transmission.

The Settlement Class does *not* include Defendants, any entity that has a controlling interest in Defendants, and Defendants’ current or former directors, officers, counsel, and their immediate

families. The Settlement Class also does not include any persons who validly request exclusion from it.

To ascertain those telephone numbers associated with the Settlement Class (the “Class Cellphone Numbers”), Defendants’ counsel shall: (a) assemble a list of telephone numbers found in the text message transmission records disclosed through the discovery process of the Action; (b) remove any phone numbers associated with those persons excluded from the definition of the Settlement Class above; and (c) remove any phone numbers that were not assigned to a cell phone at time of transmission, based on data contained in the Wireless Block Identifier and Wireless Ported Number files maintained by Interactive Marketing Solutions (www.ims-dm.com). If requested by Class Counsel, Defendants’ counsel shall prepare a declaration attesting that this process was completed in accordance with this paragraph and supplying a list of those telephone numbers that qualify as Class Cellphone Numbers.

1.17 “Settlement Class Members” means persons and entities meeting the definition of the Settlement Class, as ascertained through the process of identifying the Class Cellphone Numbers described in the foregoing paragraph. The identity of Settlement Class Members shall be presumed to be the person whose email address or physical address is associated with a Class Cellphone Number in the customer database of Defendants.

1.18 “Settlement Order and Final Judgment” means an order and judgment substantially in the form of Exhibit E to this Agreement, entered by the Court approving this Agreement as final and binding on the Parties, Settlement Class Members, and Released Parties.

1.19 “Settlement Website” means the informational website the Settlement Administrator will establish to post the Long-Form Notice, this Agreement, key settlement-related documents and dates, and other pertinent information regarding this settlement.

1.20 “Ticket Codes” means the unique codes generated by Defendants and supplied to the Settlement Administrator. One Ticket Code shall be assigned by the Settlement Administrator to each Class Cellphone Number. Ticket Codes will not be valid until 14 days after Final Approval (“Ticket Compensation Date”).

1.21 “Ticket Compensation” means the two tickets provided by Defendants for each of the Settlement Class Members to any show at the V Theater or Saxe Theater that is produced or otherwise put on by a Saxe Defendant or their successor in interest (“Saxe Show”).

1.22 The plural of any defined term includes the singular and the singular of any defined term includes the plural, as the case may be.

II. GENERAL TERMS OF SETTLEMENT

2.01 Ticket Compensation. Settlement Class Members will not have to submit or otherwise make a claim form to obtain Ticket Compensation. Ticket Compensation will be furnished to each Settlement Class Member through a Ticket Code, which will be included in each Email Notice and Postcard Notice sent by the Settlement Administrator together with instructions on how to contact Defendants to use the Ticket Code to confirm ticketed attendance at a Saxe Show. Defendants will make reasonable efforts to refer Settlement Class Members to

the Settlement Website for information about Ticket Compensation Date if Settlement Class Members attempt to use the Ticket Codes prior to Ticket Compensation Date. Ticket Codes will be valid for a period of four years that begins on Ticket Compensation Date (“Ticket Period”). Ticket Codes will be freely transferrable, but they may not be sold. In the event a Ticket Code is sold in violation of this provision, Defendants are entitled (but are under no obligation) to invalidate that Ticket Code, without providing further relief.

2.02 Injunctive Relief. Without submitting a claim form, all Settlement Class Members will receive injunctive relief. In substance, this injunction shall obligate Defendants not to send automated text messages without first obtaining a written opinion from an attorney that the planned texting activity complies with the TCPA. As part of retaining an attorney to provide this opinion, Defendants will have to obtain proof that the attorney is insured under a legal malpractice insurance policy with coverage limits of no less than \$4 million per occurrence.

2.03 Settlement Administration. Settlement Administration shall be subject to review by Class Counsel (although Class Counsel shall not be entitled to obtain Ticket Codes or contact information for Settlement Class Members from the Settlement Administrator), and shall occur under the Court’s supervision. The costs of Settlement Administration (including, but not limited to, the costs of Class Notice, CAFA Notice, and making the payments and distributions required under this Agreement) will be paid from the Cash Fund. Defendants and their counsel agree to cooperate in good faith to ensure a fair administration of the settlement including, without limitation, by doing the following: provide contact information contained in their customer database of Settlement Class Members to the Settlement Administrator for purposes of providing Class Notice as set forth below; provide Ticket Codes for the Settlement Administrator to distribute; for full duration of the Ticket Period, maintain the means by which the Ticket Codes can be used consistent with instructions provided in the Class Notice as set forth below; and maintain an Instruction Website for the full duration of the Ticket Period as set forth below. Upon authorization by the Parties, which shall not be unreasonably withheld, the Settlement Administrator may deduct Settlement Administration expenses from the Cash Fund.

2.04 Payment of Attorneys’ Fees, Costs and Expenses, and Service Awards. No later than 21 calendar days prior to the Objection and Exclusion deadline, or as otherwise permitted by the Court, Class Counsel will apply to the Court for an award of attorneys’ fees and costs, and for Service Awards. The amounts sought as Service Awards will not exceed \$15,000 for each Plaintiff. The amount available to pay for attorneys’ fees and costs is limited to—and Class Counsel shall not seek or be entitled to any amount greater than—the amount remaining in the Cash Fund after payment of Settlement Administration expenses and Service Awards.

III. SETTLEMENT APPROVAL AND CLASS NOTICE

3.01 Preliminary Approval. Within 30 calendar days of the Execution Date of this Agreement, Plaintiffs will move for an order in the form of Exhibit D (“Preliminary Approval Order”), which, among other things, provisionally certifies the Settlement Class for settlement purposes only; appoints Plaintiffs as representatives of the Settlement Class; appoints Class Counsel as counsel for the Settlement Class; grants the Court’s Preliminary Approval of this Agreement; approves Class Notice to the Settlement Class of the class action status and proposed settlement of the Action; approves the forms of Class Notice, which will be substantially in the

form of Exhibits A –C; and sets a Fairness Hearing to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

3.02 Limited Effect of Settlement Class. The certification of the Settlement Class shall have no bearing in deciding whether the claims asserted in the Action are or were appropriate for class treatment in the absence of settlement. If this Agreement terminates or is nullified, the provisional class certification in Exhibit D shall be vacated by its terms, and the Action shall revert to the status that existed before execution of this Agreement. Thereafter, Plaintiffs shall be free to pursue any claims available to them, and Defendants shall be free to assert any defenses available to them, including, but not limited to, denying the suitability of this case for class treatment. Nothing in this Agreement shall be argued or deemed to estop any Party from the assertion of such claims and defenses.

3.03 Class Notice. The Parties will request that the Preliminary Approval Order direct that, within 30 calendar days of entry of the Preliminary Approval Order, the Settlement Administrator shall provide notice of the provisional class certification and proposed settlement to all Settlement Class Members by email, postcard, and posting on the Settlement Website as set forth below.

3.03.01 Email Notice. The Settlement Administrator will provide Class Notice substantially in the form of Exhibit B by email to Settlement Class Members' email addresses as they appear in Defendants' records. If an Email Notice sent to a Settlement Class Member bounces back (as opposed to being returned as undeliverable), the Settlement Administrator will make up to two additional email attempts on days and times chosen by the Settlement Administrator as reasonably likely to achieve delivery. If the Email Notice is bounced back on the third attempt, the Email Notice will be treated as undeliverable, resulting in Postcard Notice under Paragraph 3.03.02 below. The Email Notice will direct recipients to the website referred to in Paragraph 3.03.03 below. The Email Notice shall include Ticket Codes and instructions on how to use them, as detailed in Paragraphs 1.20 and 2.01 above.

3.03.02 Postcard Notice. For Settlement Class Members whose email notices are undeliverable under Paragraph 3.03.01, and for Class Members for whom Defendants have no email address, the Settlement Administrator will provide notice by a postcard sent via United States mail substantially in the form of Exhibit C. The Settlement Administrator shall re-mail one time any postcard notice returned by the USPS with updated address information. The Parties shall not be obliged to direct the Settlement Administrator to take any further steps with respect to re-mailing returned Postcard Notices. The Postcard Notice will direct recipients to the website referred to in Paragraph 3.03.03 below. The Postcard Class Notice shall include Ticket Codes and instructions on how to use them, as detailed in Paragraphs 1.20 and 2.01 above.

3.03.03 Web Posting. The Settlement Administrator shall post a copy of the Long-Form Notice in the form of Exhibit A on a Settlement Website it establishes. The Internet address of the website shall be included prominently on the Email Notice and Postcard Notice described in Paragraphs 3.03.01 and .02 above. The Settlement Website shall be active and accessible beginning on the date on which the transmittal of Class Notice commences through the Ticket Compensation Date. For the full duration of the Ticket Period, the website address used for the

Settlement Website shall be repurposed as or redirected to an Instruction Website maintained by Defendants to provide information on how to use the Ticket Codes.

3.04 Submission of Exclusion Requests or Objections. Plaintiffs will request that the Preliminary Approval Order direct that Settlement Class Members be allowed 90 calendar days from the date of entry of the Preliminary Approval Order (“Objection/Exclusion Deadline”) to request exclusion from the Settlement Class or to submit objections to the proposed settlement. The Class Notice described in Paragraphs 3.03.01-.03 above shall direct that exclusion requests, if any, be sent to the Settlement Administrator, which will provide periodic updates on exclusion requests to Plaintiffs and Defendants. Any re-sending of Class Notice shall not extend the time for a Settlement Class Member to request exclusion or submit objections.

3.04.01 Objections. Any Settlement Class Member who intends to object to this Agreement must present the objection in writing on or before the Objection/Exclusion Deadline, which must be personally signed by the objector, and must include: (1) the objector’s name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including the cell phone number to which Defendants sent him or her a text message; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the “Objecting Attorneys”); and (5) a statement indicating whether the objector intends to appear at the Fairness Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules). If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption.

3.04.02 Exclusion Requests. A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline to the Settlement Administrator providing his/her name and address, the cell phone number to which Defendants sent him or her a text message, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Class Notice, or that is not postmarked within the time specified, shall be invalid, and the individual who submitted such a request shall be a member of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders granting preliminary or final approval to this settlement; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the individual requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed.

3.05 Entry of Settlement Order and Final Judgment. Plaintiffs will request that the Court (a) grant Final Approval and (b) enter judgment in accordance with this Agreement, in the

form of Exhibit E, approving the Agreement as fair, reasonable, and adequate, and binding on all Settlement Class Members who have not excluded themselves, ordering that attorneys' fees and costs, and Service Awards be paid in the amount approved by the Court, approving the form and manner of sending Class Notice, dismissing the Action with prejudice, and barring Settlement Class Members from bringing claims within the scope of the Released Claims.

IV. DISTRIBUTION OF PAYMENTS

4.01 Responsibility for Distributions. The Settlement Administrator will be responsible for making all distributions required under this Agreement. The Settlement Administrator will have the authority to make all decisions reasonably necessary for the orderly implementation and administration of this Agreement and the distribution of all payments prescribed in this Agreement. The Settlement Administrator shall have no liability for any computation or Settlement Administration decision made in good faith and not inconsistent with the express terms of this Agreement.

4.02 Distribution of Attorneys' Fees and Costs, and Service Awards. Within 14 days after Final Approval, the Settlement Administrator will distribute the approved attorneys' fees and costs, and Service Awards in the amounts approved by the Court as Lead Class Counsel may jointly direct. Defendants shall have no responsibility or liability for any failure of Class Counsel or any of them to deliver any share of fees, costs, expenses, or Service Awards to any of them, or any counsel not included in the definition of Class Counsel, but claiming some right to fees, costs, and/or expenses, as a result of resolution of the Action, or any payment to Plaintiffs. Defendants' obligations with respect to any fees, costs, expenses, or payments to any of Class Counsel (or to any counsel not included in the definition of Class Counsel but claiming some right to fees, costs, and/or expenses, as a result of resolution of the Action) or Plaintiffs shall be fully and forever discharged upon the Settlement Administrator's distribution described in this paragraph. Other than Defendants' obligation to cause the Settlement Administrator to pay the attorneys' fees and costs, and Service Awards in an amount approved by the Court, Defendants shall have no further obligations to Class Counsel, any other counsel claiming some right to fees, costs, and/or expenses, or to Plaintiffs.

V. RELEASES

5.01 Sole and Exclusive Remedy. This settlement shall be the sole and exclusive remedy for any and all Released Claims against the Released Parties. Each Settlement Class Member (including anyone claiming by or through him or her) shall be barred from initiating, asserting, or prosecuting the Released Claims.

5.02 Class Release to Defendants and the Released Parties. Effective upon Final Approval, Plaintiffs, for themselves and on behalf of each Settlement Class Member who has not timely opted out and each of their respective agents, successors, heirs, assigns, and any other person who can claim by or through the Plaintiffs or the Settlement Class Members in any manner, shall have fully, finally and forever irrevocably released, relinquished, and forever discharged with prejudice all Released Claims against the Released Parties.

5.03 Individual Releases by Plaintiffs. Effective upon Final Approval, the Plaintiffs, for themselves and on behalf of their respective agents, successors, heirs, assigns, and any other person who can claim by or through them in any manner, shall have fully, finally and forever irrevocably released, relinquished and forever discharged with prejudice all Released Claims as set forth in Paragraph 1.11 above.

5.04 Effect of Releases. With respect to any and all Released Claims, the Parties stipulate and agree that upon Final Approval, the Plaintiffs shall expressly waive, and each Settlement Class Member and each Settlement Class Members' respective agents, successors, heirs, assigns, and any other person who can claim by or through the Plaintiffs or the Settlement Class Members in any manner, shall be deemed to have waived, and by operation of the judgment of the Court shall have expressly waived, any and all claims, rights, or benefits they may have under California Civil Code § 1542 and any similar federal or state law, right, rule, or legal principle that may be applicable. The Parties agree and acknowledge that this waiver is an essential term of this Agreement. California Civil Code § 1542 provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

VI. MISCELLANEOUS PROVISIONS

6.01 Settlement Purpose of Agreement. This Agreement is governed by the terms of Federal Rule of Evidence 408 and is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense or any fact alleged by any of the Parties in the Action or in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or admission by any Party of any claim, defense or allegation made in the Action or any other action, nor as an admission by any of Defendants, Plaintiffs, Settlement Class Members, or Class Counsel of the validity of any fact or defense asserted against them in the Action or any other action. If the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Final Judgment in the form of Exhibit E, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Final Judgment is reversed or rendered void, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect. This includes that the certification of the Settlement Class shall have no bearing in deciding whether the claims asserted in the Action are or were appropriate for class treatment in the absence of settlement. If this Agreement terminates or is nullified, the provisional class certification in Exhibit D shall be vacated by its terms, and the Action shall revert to the status that existed before execution of this Agreement. Upon nullification of this

Agreement, Plaintiffs shall be free to pursue any claims available to them, and Defendant shall be free to assert any defenses available to it, including, but not limited to, denying the suitability of this case for class treatment or seeking to require individual arbitration of the claims asserted in the Action. Nothing in this Agreement shall be argued or deemed to estop any Party from the assertion of such claims or defenses. In the event the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Final Judgment in the form of Exhibit E, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Final Judgment is reversed or rendered void, the Parties will negotiate in good faith to address the issues raised by said events, including seeking mediation with the Honorable Diane M. Welsh (ret.).

6.02 Cooperation. The Parties and their counsel will cooperate in good faith fully in the process of seeking settlement approval and providing the Parties and the Settlement Class their benefits set forth in this Agreement. Class Counsel warrant and agree they will take all reasonable steps necessary to obtain and implement Final Approval of this Agreement.

6.03 Governing Law. This Agreement is intended to and shall be governed by the laws of the State of Nevada, without regard to its rules regarding conflict of laws.

6.04 Entire Agreement. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement. Any modification of the Agreement that may adversely affect Settlement Class Members' substantive rights must be in writing and signed by Plaintiffs and Defendants; any other modification of the Agreement must be in writing and signed by Class Counsel and Defendants' counsel.

6.05 Construction of Agreement. The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after extensive negotiation, with consideration by and participation of counsel for all Parties. The Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against any Party.

6.06 Public Statements. Except as may be agreed by the Parties, no party will make public statements about the settlement (including specifically the amount of the settlement), except to the extent contained in materials available to the public in the court's files.

6.07 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

6.08 Waiver. The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

6.09 Effectiveness of Agreement; Counterparts. This Agreement shall become effective upon its execution by all of the persons for whom signature spaces have been provided below. The Parties and their counsel may execute this Agreement in counterparts (any one or all of which may be facsimile or PDF/electronic copies), and execution in counterparts shall have the same force and effect as if all signatories had signed the same document.

6.10 Use and Retention of Information. Any documentation provided by Defendants pursuant their obligations under this Agreement that contains the names, addresses, email addresses, or phone numbers of Defendants' customers, may be used only for purposes of implementing this Agreement. All such information shall be returned to Defendants' counsel or certified as destroyed within 30 calendar days after Final Approval.

6.11 Continuing Jurisdiction. The Court shall retain exclusive and continuing jurisdiction over this Agreement and over all Parties and Settlement Class Members to interpret, effectuate, enforce, and implement this Agreement. The Court shall have exclusive jurisdiction to resolve any disputes involving this Agreement.

6.12 Authority. Each individual signing this Agreement represents and warrants that he or she has the authority to sign on behalf of the person or entity for which that individual signs.

6.13 Assignment; Third Party Beneficiaries. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Settlement Class Member without the express written consent of the other Parties. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties, Settlement Class Members, and Released Parties and shall not be construed to confer any right or to afford any remedy to any other person.


6.14 Rules of Professional Conduct. Nothing in this Agreement shall be construed or otherwise used to require any attorney to violate any rule of professional conduct or ethics which governs their membership with any state or federal court bar.

6.15 Calculation of Time. All time listed in this Agreement is in calendar days. Time is calculated by (a) excluding the day of the event that triggers the period; (b) counting every day, including intermediate Saturdays, Sundays, and legal holiday; and (c) including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO AND ACCEPTED:

Dated: September 6, 2019

By 

Jeremy Bauman

Individually and on behalf of the proposed
Settlement Class

Dated: _____, 2019

By _____

Bijan Razilou

Individually and on behalf of the proposed
Settlement Class

Dated: _____, 2019

V Theater Group, LLC

Name: _____

Title: _____

Dated: _____, 2019

Saxe Theater, LLC

Name: _____

Title: _____

Dated: _____, 2019

David Saxe Productions, Inc.

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

Dated: _____, 2019

By _____
Jeremy Bauman

Individually and on behalf of the proposed
Settlement Class

Dated: September 4th, 2019

By 
Bijan Razilou

Individually and on behalf of the proposed
Settlement Class

Dated: _____, 2019

V Theater Group, LLC

Name: _____

Title: _____

Dated: _____, 2019

Saxe Theater, LLC

Name: _____

Title: _____

Dated: _____, 2019

David Saxe Productions, Inc.

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

Dated: _____, 2019

By _____

Jeremy Bauman

Individually and on behalf of the proposed
Settlement Class

Dated: _____, 2019

By _____

Bijan Razilou

Individually and on behalf of the proposed
Settlement Class

Dated: 9/5, 2019

V Theater Group, LLC

Name: David Saxe

Title: Manager

Dated: 9/5, 2019

Saxe Theater, LLC

Name: David Saxe

Title: Manager

Dated: 9/5, 2019


David Saxe Productions, Inc.

Name: David Saxe

Title: President


Dated: 9/5, 2019

David Saxe Productions, LLC



Name: David Saxe
Title: Manager

Dated: 9/5, 2019

Saxe Management, LLC


Name: David Saxe
Title: Manager

Dated: 9/5, 2019

By 
David Saxe, individually

APPROVED AS TO FORM:

Dated: _____, 2019

SOUND JUSTICE LAW GROUP, PLLC
*Attorneys for Plaintiffs and the proposed
Settlement Class*

By _____
Albert H. Kirby
Class Counsel

Dated: _____, 2019

MAZIE SLATER KATZ & FREEMAN
*Attorneys for Plaintiffs and the proposed
Settlement Class*

By _____
Matthew R. Mendelsohn
Class Counsel

Dated: _____, 2019

DAVIS WRIGHT TREMAINE LLP
Attorneys for Defendants

By _____
James Harlan Corning

Dated: _____, 2019

David Saxe Productions, LLC

Name: _____

Title: _____

Dated: _____, 2019

Saxe Management, LLC

Name: _____

Title: _____

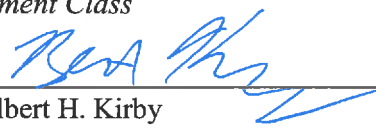
Dated: _____, 2019

By _____
David Saxe, individually

APPROVED AS TO FORM:

Dated: September 6, 2019

SOUND JUSTICE LAW GROUP, PLLC
*Attorneys for Plaintiffs and the proposed
Settlement Class*

By 
Albert H. Kirby
Class Counsel

Dated: _____, 2019

MAZIE SLATER KATZ & FREEMAN
*Attorneys for Plaintiffs and the proposed
Settlement Class*

By _____
Matthew R. Mendelsohn
Class Counsel

Dated: _____, 2019

DAVIS WRIGHT TREMAINE LLP
Attorneys for Defendants

By _____
James Harlan Corning

Dated: _____, 2019

David Saxe Productions, LLC

Name: _____

Title: _____

Dated: _____, 2019

Saxe Management, LLC

Name: _____

Title: _____

Dated: _____, 2019

By _____
David Saxe, individually

APPROVED AS TO FORM:

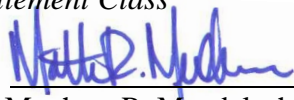
Dated: _____, 2019

SOUND JUSTICE LAW GROUP, PLLC
*Attorneys for Plaintiffs and the proposed
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Albert H. Kirby
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Dated: September 4, 2019

MAZIE SLATER KATZ & FREEMAN
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Settlement Class*

By  _____
Matthew R. Mendelsohn
Class Counsel

Dated: _____, 2019

DAVIS WRIGHT TREMAINE LLP
Attorneys for Defendants

By _____
James Harlan Corning

Dated: _____, 2019

David Saxe Productions, LLC

Name: _____

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Dated: _____, 2019

By _____
David Saxe, individually

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SOUND JUSTICE LAW GROUP, PLLC
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Class Counsel

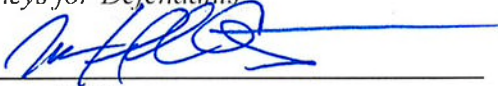
Dated: _____, 2019

MAZIE SLATER KATZ & FREEMAN
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