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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12

13 NICOLE CARSON, an individual, on behalf
14 of the State of California, as a private attorney
15 general, and on behalf of all Aggrieved
16 Employees and all others similarly situated,

17 PLAINTIFF,

18 v.

19 ESPORTS ENGINE, LLC, a Delaware limited
20 liability company; and DOES 1 to 10,
21 inclusive,

22 DEFENDANTS.
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27
28

FILED
Superior Court of California
County of Los Angeles
02/08/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

Case No. 22STCV32449

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 8, 2023

Time: 10:00 a.m.

Dept.: 7

Judge: Honorable Lawrence P. Riff

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of a Class Action Settlement came before this Court, the
3 Honorable Lawrence P. Riff presiding. The Court having considered the papers submitted in support
4 of the application of the parties, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Class based upon the
6 terms set forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”). All
7 terms used herein shall have the same meaning as defined in the Settlement Agreement. The settlement
8 set forth in the Settlement Agreement appears to be fair, adequate and reasonable to the Class.

9 2. The Settlement including the Gross Settlement Amount of \$155,000 for approximately
10 372 Class Members falls within the range of reasonableness and appears to be presumptively valid,
11 subject only to any objections that may be raised at the final fairness hearing and final approval by
12 this Court.

13 3. A final fairness hearing on the question of whether the proposed Settlement, the Class
14 Counsel Fees Payment and Class Counsel Expenses Payment, the amount of PAGA Penalties, and
15 the Class Representative Service Payment should be finally approved as fair, reasonable and adequate
16 as to the members of the Class is scheduled in Department 7 on the date and time set forth in the
17 implementation schedule in Paragraph 9 below.

18 4. This Court approves, as to form and content, the Court Approved Notice of Class
19 Action Settlement and Hearing Date for Court Approval (the “Class Notice”), in substantially the form
20 attached to the Settlement Agreement as Exhibit A and attached hereto as **Exhibit 1**. The Court
21 approves the procedure for Class Members to participate in, to opt out of, and to object to, the
22 Settlement as set forth in the Settlement Agreement.

23 5. The Court directs the mailing of the Class Notice by first class United States mail to
24 the Class Members in accordance with the Implementation Schedule set forth below. The Court finds
25 the dates selected for the mailing and distribution of the Class Notice, as set forth in the
26 Implementation Schedule, meet the requirements of due process and provide the best notice
27 practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled
28 thereto.

6. It is ordered that the Class is conditionally certified for settlement purposes only for purposes of C.C.P. section 382.

7. The Court appoints Plaintiff Nicole Carson as Class Representative, and Craig J. Ackermann of Ackermann & Tilajef, P.C. as Class Counsel.

8. The Court appoints CPT Group, Inc. as the Settlement Administrator.

9. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Data to Settlement Administrator	[Not later than 20 days after the Court grants Preliminary Approval of the Settlement] S.A. ¶ 4.2
b.	Deadline for Settlement Administrator to mail Class Notice to Class Members	[Not later than 20 days after the Settlement Administrator receives the Class Data] S.A. ¶ 8.4.2
c.	Deadline for Class Members to Object or Request to be Excluded from Settlement	[45 days after the Settlement Administrator mails the Class Notice to Class Members] S.A. ¶ 1.43
d.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Service Payment	[16 court days prior to the Final Approval and Fairness Hearing]
e.	Final Approval and Fairness Hearing	<u>Feb 14</u> , 2023 at <u>10:00</u> a.m./p.m.

IT IS SO ORDERED.

Dated: 02/08/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff/Judge

HON. LAWRENCE P. RIFF
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

EXHIBIT A**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL***Nicole Carson v. Esports Engine LLC*, Case No. _____

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against Esports Engine LLC ("ESPORTS") for alleged failure to reimburse business expenses, including expenses incurred through cell phone usage, internet usage, home office expenses, and use of personal vehicle. The Action was filed by a former ESPORTS employee Nicole Carson ("Plaintiff") and seeks payment of (1) unreimbursed business expenses for all employees ("Class Members") who worked for ESPORTS during the Class Period (March 20, 2020 to August 31, 2022 and (2) penalties under the California Private Attorney General Act ("PAGA") for all employees who worked for ESPORTS during the PAGA Period (April 11, 2021 to August 31, 2022) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring ESPORTS to fund Individual Class Payments, and (2) a PAGA Settlement requiring ESPORTS to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on ESPORTS's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to ESPORTS's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on ESPORTS's records showing that **you worked _____ months** during the Class Period and **you worked _____ months** during the PAGA Period. If you believe that you worked more months during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires ESPORTS to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against ESPORTS.

If you worked for ESPORTS during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1)**Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period reimbursement claims and PAGA Period penalty claims against ESPORTS.

(2)**Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period reimbursement claims against ESPORTS, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

ESPORTS will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the reimbursement claims against ESPORTS that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is <hr/>	You cannot opt-out of the PAGA portion of the proposed Settlement. ESPORTS must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <hr/>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing

The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice

You Can Challenge the Calculation of Your Class Period and PAGA Period Months Worked Written Challenges Must be Submitted by

The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many months you worked at least one day during the Class Period and how many months you worked at least one day during the PAGA Period, respectively. The number of months worked during the Class Period and PAGA Period according to ESPORTS' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former ESPORTS employee. The Action accuses ESPORTS of failing to reimburse business expenses for employees who worked from home at least one pay period between March 20, 2020 and August 31, 2022. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Craig Ackermann and Avi Kreitenberg of Ackermann & Tilajef, P.C. ("Class Counsel.") ESPORTS strongly denies violating any laws or failing to pay any reimbursements and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether ESPORTS or Plaintiff is correct on the merits. In the meantime, Plaintiff and ESPORTS negotiated an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and ESPORTS have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, ESPORTS does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) ESPORTS has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. ESPORTS Will Pay \$155,000.00 as the Gross Settlement Amount (Gross Settlement). ESPORTS has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be

1 paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the
 2 Court grants Final Approval, ESPTS will fund the Gross Settlement not more than 30 days
 3 after the Judgment entered by the Court becomes final. The Judgment will be final 65 days after
 the Court enters Judgment, or a later date if Participating Class Members object to the proposed
 Settlement or filed a motion to intervene or vacate the Judgment, or the Judgment is appealed.

4 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,
 5 Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the
 6 Gross Settlement, the amounts of which will be decided by the Court at the Final Approval
 Hearing:

7 A. Up to \$51,666.67 (33 1/3% of the Gross Settlement) to Class Counsel for
 8 attorneys' fees and up to \$5,000 for their litigation expenses. To date, Class Counsel have
 worked and incurred expenses on the Action without payment.

9 B. Up to \$7,500 as a Class Representative Award for filing the Action, working
 10 with Class Counsel and representing the Class. A Class Representative Award will be the
 only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any
 Individual PAGA Payment.

11 C. Up to \$8,750 to the Administrator for services administering the Settlement.

12 D. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA
 13 Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on
 their PAGA Period Months Worked.

14 Participating Class Members have the right to object to any of these deductions. The Court
 15 will consider all objections.

16 3. Net Settlement Distributed to Class Members. After making the above deductions in
 17 amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement
 (the "Net Settlement") by making Individual Class Payments to Participating Class Members based
 on their Class Period Months Worked.

18 4. Taxes Owed on Payments to Class Members. The Individual PAGA Payments are counted
 19 as reimbursements, interest, and penalties rather than wages for tax purposes. The Administrator
 will report the Individual PAGA Payments and the Individual Class Payments on IRS 1099 Forms
 20 as required. Although Plaintiff and ESPTS have agreed to these allocations, neither side is giving
 you any advice on whether your Payments are taxable or how much you might owe in taxes. You
 21 are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments
 received from the proposed Settlement. You should consult a tax advisor if you have any questions
 about the tax consequences of the proposed Settlement.

22 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual
 23 Class Payments and Individual PAGA Payments will show the date when the check expires (the
 void date). If you don't cash it by the void date, your check will be automatically cancelled, and the
 24 monies will be deposited with the California Controller's Unclaimed Property Fund in your name.
 If the money represented by your check is sent to the Controller's Unclaimed Property, you should
 25 consult the rules of the Fund for instructions on how to retrieve your money.

26 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
 27 Participating Class Member, participating fully in the Class Settlement, unless you notify the
 Administrator in writing, not later than _____, that you wish to opt-out. The easiest way
 to notify the Administrator is to send a written and signed Request for Exclusion by the
 28 _____ Response Deadline. The Request for Exclusion should be a letter from a Class
 Member or his/her representative setting forth a Class Member's name, present address, telephone

number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue reimbursement claims against ESPORTS. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against ESPORTS based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and ESPORTS have agreed that, in either case, the Settlement will be void: ESPORTS will not pay any money and Class Members will not release any claims against ESPORTS.

8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Class Period and PAGA Period Months Worked, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and ESPORTS has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against ESPORTS or related entities for reimbursements based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and estates, release Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, interest, restitution, penalties, action or causes of action, and liabilities of any nature whatsoever, including costs, expenses, penalties, and attorneys' fees, in law or equity, for causes of action alleged in the Operative Complaint and for any other claims or causes of action that could have been alleged based upon the facts alleged in the Operative Complaint ("Released Class Claims"). The Released Claims include, without limitation, claims for failure to reimburse for necessary business expenses, including but not limited to mileage and personal vehicle expenses, home internet, home telephone, cellular telephone, home utilities, office supplies and equipment, and cost of space for home office, and claims for unfair business practices for the forgoing alleged violations, as well as any other state or federal law, statute, regulation, or ordinance imposing liability and/or obligations that could be brought based on the factual allegations in the Operative Complaint, including the Fair Labor Standards Act (FLSA). This release shall run through the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and ESPORTS has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against ESPORTS, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other

PAGA claim against ESPORTS or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release for Participating and Non-Participating Class Members is as follows:

All Participating Class Members and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and estates, the Released Parties from any and all claims debts, liabilities, demands, obligations, guarantees, costs, expenses, penalties, attorneys' fees, damages, action or causes of action, and liabilities of any nature whatsoever that could have been recovered under PAGA for violations of Labor Code section 2802 as alleged in Plaintiff's letter to the LWDA dated April 11, 2022 and the Operative Complaint, including claims for failure to reimburse for necessary business expenses, including but not limited to mileage and personal vehicle expenses, home internet, home telephone, cellular telephone, home utilities, office supplies and equipment ("Released PAGA Claims"). This release shall run through the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Period Months Worked by all Participating Class Members, and (b) multiplying the result by the number of Class Period Months Worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA Period Months Worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Months Worked by each individual Aggrieved Employee.

3. Months Worked Challenges. The number of Class Period Months Worked and the number of PAGA Period Months Worked, as recorded in ESPORTS's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Class Period and PAGA Period Months Worked credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept ESPORTS's calculation of Class Period and PAGA Period Months Worked based on ESPORTS's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Class Period and PAGA Period Months Worked challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and ESPORTS's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Nicole Carson v Esports Engine LLC*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and ESPORTS are asking the Court to approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website: <https://www.lacourt.org>. A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Nicole Carson v Esports Engine LLC*, and include your name, current address, telephone number, and approximate dates of employment for ESPORTS and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department _____ of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the Judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

1
2 It's possible the Court will reschedule the Final Approval Hearing. You should check the
3 Administrator's website _____ beforehand or contact Class Counsel
4 to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

5 The Agreement sets forth everything ESPORTS and Plaintiff have promised to do under the
6 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement
7 documents is to go to _____'s website at _____.
8 You can also telephone or send an email to Class Counsel or the Administrator using the contact
9 information listed below, or consult the Superior Court website by going to
10 (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action,
11 Case No. _____. You can also make an appointment to personally review court
12 documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

11 Class Counsel:
12 **ACKERMANN & TILAJEF, P.C.**
13 Craig J. Ackermann, Esq.
14 Avi Kreitenberg, Esq.
15 1180 South Beverly Drive, Suite 610
16 Los Angeles, California 90035
17 Telephone: (310) 277-0614
18 Facsimile: (310) 277-0635
19 Email: cja@ackermanntilajef.com
20 Email: ak@ackermanntilajef.com

21 Settlement Administrator: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

22 If you lose or misplace your settlement check before cashing it, the Administrator will
23 replace it as long as you request a replacement before the void date on the face of the original check.
24 If your check is already void you should consult the Unclaimed Property Fund
25 _____ for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

26 To receive your check, you should immediately notify the Administrator if you move or
27 otherwise change your mailing address.
28