## MICHAEL KAPLAN, an individual, on behalf of himself and all others similarly situated

V

#### COMEDY PARTNERS, a New York general partnership United States District Court for the Southern District of New York Case No. 22 Civ 9355 (VSB)

#### -and-

#### JOSEPH ZIMMERMAN, ANTHONY DEVITO, and SEAN DONNELLY, individually and on behalf of all others similarly situated

v.

## PARAMOUNT GLOBAL, COMEDY PARTNERS, and DOES 1-10 United States District Court for the Southern District of New York Case No. 23 Civ 2409 (VSB)

## **NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUITS**

The United States District Court for the Southern District of New York authorized this Notice. This is not a solicitation from a lawyer. You are not being sued. However, your legal rights are affected by the information contained in this Notice.

**Please be advised that your rights may be affected, and you may be eligible to receive a financial payment as the result of a proposed class action settlement ("Settlement")**. You have been identified as a Class Member of the Settlement Class.<sup>1</sup> The purpose of this Notice is to provide information about this Settlement and explain your rights and options.

- A Settlement has been reached in two class action lawsuits, *Kaplan v. Comedy Partners*, No. 22 Civ. 9355 (VSB) (S.D.N.Y.) and *Zimmerman et al. v. Paramount Global et al.*, No. 23 Civ. 2409 (VSB) (S.D.N.Y.) (collectively, the "Actions"), which affects your rights. The Actions allege that Defendants Comedy Partners and Paramount Global (collectively, "Defendants" or "Comedy Partners") have underpaid royalties to parties to licensing agreements or recording contracts with Comedy Partners (the "Recording Contracts") whose works have been distributed by digital audio transmission via SiriusXM Radio pursuant to such Recording Contracts.
- The Court has not yet decided whether to grant final approval of the Settlement; however, the Court has preliminarily approved the Settlement as fair, adequate, and reasonable. No payments will be made unless and until the Court finally approves the Settlement and any appeals are resolved.
- As explained in further detail below, you need to decide by June 9, 2025 whether to: (1) receive a payment to be paid under the Settlement you do not need to do anything for this option; (2) object to the Settlement; or (3) opt-out of the Settlement entirely (you will not receive any money to be paid under the Settlement) to retain the right to pursue your legal claims on your own. *If you wish to remain a Class Member for purposes of this Settlement and receive a payment pursuant to the Settlement, <u>you do not have to do anything</u> in response to this Notice.*

<sup>&</sup>lt;sup>1</sup> You are a Class Member if you fall within the Settlement Class definition: "All persons and entities, their agents, successors in interest, affiliates, assigns, heirs, executors, trustees, and administrators who are or were parties to Recording Contracts with Comedy Partners whose works have been distributed by digital audio transmission via SiriusXM Radio pursuant to such Recording Contracts between May 19, 2013, up to and including December 31, 2022."

<u>PLEASE READ THIS NOTICE CAREFULLY</u>. It describes your rights and how to receive money from the Settlement or exclude yourself from the Settlement.

YOUR RIGHTS AND OPTIONS			
DO NOTHING AND RECEIVE YOUR INDIVIDUAL SETTLEMENT PAYMENT	You do not have to do anything to participate in the Settlement. If you do nothing, and if the Settlement is finally approved by the Court, you will receive a payment in the amount of your <i>pro</i> <i>rata</i> share (a legal term meaning proportional share) of the Net Settlement Fund, after the deduction of certain expenses. <i>See</i> Section 18 below. All members of the Settlement Class who do <u>not</u> Opt-Out by successfully submitting a Request for Exclusion will have the right to select their method of payment of their pro rata share of the Net Settlement Fund.		
REQUEST TO BE EXCLUDED FROM THE SETTLEMENT ("OPT-OUT")	You can choose to exclude yourself from the Settlement. If you do not want to receive a payment under the Settlement, and you want to keep any rights you may have to individually sue Comedy Partners over the legal claims resolved by this Settlement, then you must send a letter to the Settlement Administrator by <b>June 9</b> , <b>2025</b> stating that you wish to be excluded from the Settlement. <i>See</i> Section 19 below.		
OBJECT TO THE TERMS OF THE SETTLEMENT	You can object to the Settlement in its entirety by filing an objection—in the form of a letter—with the Court and sending it to the Settlement Administrator by <b>June 9, 2025</b> , explaining why you believe the Settlement should be rejected by the Court. If your objection is overruled by the Court, you will receive a payment in the amount of your <i>pro rata</i> (or proportional) share of the Net Settlement Fund, and you will not be able to sue Comedy Partners for the legal claims being released as part of the Settlement of the Actions. If the Court agrees with your objection, then the Settlement may not be approved. <i>See</i> Section 20 below.		

These rights and options—*and the deadlines to exercise them*—along with the significant terms of the Settlement are explained in this Notice.

# TABLE OF CONTENTS

BASIC	C INFORMATION4		
1.	Why did I receive this Notice?		
2.	What is a class action?		
3.	What is this Lawsuit about?		
4.	Has the Court decided who is right?		
5.	Am I a member of the Settlement Class?		
6.	Why is this Lawsuit being settled?		
7.	What are the general payment and release terms of the proposed Settlement?		
8.	Who represents the Settlement Class Members in the Lawsuit?		
9.	Who is the Settlement Administrator?		
MON	ETARY TERMS OF THE SETTLEMENT6		
10.	What has Comedy Partners agreed to do?		
11.	How much will I be paid?		
12.	When will I receive my payment?7		
13.	How will I be paid?7		
14.	How will the Settlement Administrator be paid?7		
15.	What is an incentive award and how will it be paid?7		
16.	How will Class Counsel be paid?		
RELEASE OF CLAIMS			
17.	What claims are being released as part of the Settlement?		
YOUR RIGHTS AND OPTIONS			
18.	How do I participate in the Settlement?		
19.	How do I request to be excluded from the Settlement?9		
20.	How do I object to the Settlement?9		
21.	What is the difference between objecting and opting out?10		
22.	What if I do nothing at all?10		
THE FAIRNESS HEARING11			
23.	When will the Court consider whether to grant final approval of the Settlement?11		
FURTHER INFORMATION11			
24.	How do I receive more information?		

# **BASIC INFORMATION**

#### 1. Why did I receive this Notice?

Comedy Partners' records show that you are or were a party to a Recording Contract with Comedy Partners whose works have been distributed by digital audio transmission via SiriusXM Radio pursuant to such Recording Contracts between May 19, 2013, up to and including December 31, 2022. A Settlement has been reached in the Actions against Comedy Partners that affects your legal rights.

Judge Vernon S. Broderick of the United States District Court for the Southern District of New York, who is overseeing the settlement of the Actions, ordered that members of the Settlement Class whose works have been distributed by digital audio transmission via SiriusXM Radio pursuant to such Recording Contracts (the "Settlement Class"), be sent Notice because each member of the Settlement Class has a right to know about the proposed Settlement and their legal rights and options available before the Court decides whether to finally approve the Settlement.

#### 2. What is a class action?

In a class action lawsuit, one or more people, called class representatives, assert claims on behalf of themselves and other people. All of these people together are called a class or class members. In a class action, one court resolves the issues for all class members, except those who specifically ask to be excluded from the class, thus providing the class members with both consistency and efficiency. When class representatives reach a proposed settlement with defendants in a class action, the proposed settlement must be approved by the court. After court-approved notice is provided to the potential class members, the court holds a hearing, which class members can attend, to determine, among other things, that the settlement is fair, reasonable, adequate and in the best interests of the class.

#### 3. What is this Lawsuit about?

On November 1, 2022, Plaintiff Michael Kaplan, individually and on behalf of all others similarly situated, filed a class action complaint in the United States District Court for the Southern District of New York against Comedy Partners, captioned *Kaplan v. Comedy Partners*, No. 22 Civ. 9355 (VSB) (S.D.N.Y.), alleging that Defendants have underpaid royalties to parties to licensing agreements or recording contracts (the "Recording Contracts") with Comedy Partners whose works have been distributed by digital audio transmission via SiriusXM Radio between May 19, 2013 and December 31, 2022, pursuant to such Recording Contracts.

Similarly, on March 21, 2023, Plaintiffs Joseph Zimmerman, Anthony DeVito, and Sean Donnelly, each individually and on behalf of all others similarly situated, filed a class action complaint in the United States District Court for the Southern District of New York against Paramount Global and Comedy Partners, captioned *Zimmerman, et al. v. Paramount Global et al.*, No. 23 Civ. 2409 (VSB) (S.D.N.Y.), alleging that Defendants have underpaid royalties to parties to licensing agreements or Recording Contracts with Comedy Partners whose works have been distributed by digital audio transmission via SiriusXM Radio between May 19, 2013 and December 31, 2022, pursuant to such Recording Contracts.

There was no trial to determine the truth of the allegations in the Actions. Instead, the parties agreed to a Settlement of all legal claims in the Actions. Comedy Partners denies any fault, wrongdoing or liability and has agreed to the Settlement to avoid the expense, risk, delay, and uncertainty of further litigation.

#### 4. Has the Court decided who is right?

No. The Court has only decided that members of the Settlement Class should receive Notice so they can review the proposed Settlement and determine whether to participate, object, or exclude themselves from the Settlement.

#### 5. Am I a member of the Settlement Class?

If you have received this Notice, then Comedy Partners' records indicate that you are a member of the Settlement Class and are, therefore, affected by this proposed Settlement. You are a member of the Settlement Class if you are included in the below definition of the Settlement Class:

All persons and entities, their agents, successors in interest, affiliates, assigns, heirs, executors, trustees, and administrators who are or were parties to Recording Contracts with Comedy Partners whose works have been distributed by digital audio transmission via SiriusXM Radio pursuant to such Recording Contracts between May 19, 2013, up to and including December 31, 2022.

#### 6. Why is this Lawsuit being settled?

Rather than engage in prolonged and risky litigation, the parties, with the help of a retired Judge serving as a mediator, were successful in reaching the Settlement. The Settlement requires the Defendants to create an \$11 million Settlement Fund for the benefit of the Class in exchange for a release of the Class Members' claims related to the allegations in the Actions. By resolving the case, the parties avoid the expense, risk, delay, and uncertainty of further litigation, and members of the Settlement Class receive the settlement payments described herein. By entering into the Settlement, Comedy Partners is not admitting liability. Further, the Class Plaintiffs and their counsel believe that the Settlement is in the best interest of the Class.

#### 7. What are the general payment and release terms of the proposed Settlement?

Comedy Partners has agreed to pay eleven million dollars (\$11,000,000.00) to settle the Actions. Members of the Settlement Class who do not request to be excluded from the Settlement will (a) receive their Class Member Pro Rata Share (a legal term meaning proportional share) of the Net Settlement Fund (the "Class Member Pro Rata Share" is defined in Section 11, below), and (b) release all legal claims they may have against Comedy Partners that were or could have been raised in the Actions, other than certain "Retained Claims" defined in Section 17 below.

For more information about the Class Settlement Payments, *see* Section 11 below. For more information about the legal claims you will release if you do not exclude yourself from the Settlement, *see* Section 17 below. For more information about the options you have regarding the Settlement, *see* Sections 18 through 22 below. For information on how to obtain additional information about the Settlement or the Actions, *see* Section 24 below.

#### 8. Who represents the Settlement Class Members in the Lawsuit?

The Court has appointed the following attorneys as Class Counsel for settlement purposes to represent you and other members of the Settlement Class: Laurie Rubinow of Miller Shah LLP; Neville L. Johnson, Douglas L. Johnson, and Melissa N. Eubanks of Johnson & Johnson LLP; Daniel L. Warshaw and Bobby Pouya of Pearson Warshaw, LLP; Scott A. Kamber of Kamber Law, LLC; Benjamin J. Sweet, Jonathan D. Miller, and Margaret A. Parker of Nye, Stirling, Hale, Miller & Sweet, LLP.

Daniel L. Warshaw Pearson Warshaw, LLP 15165 Ventura Boulevard, Suite 400 Sherman Oaks, CA 91403 dwarshaw@pwfirm.com Phone: (818) 788-8300	- And -	Jonathan D. Miller Nye, Stirling, Hale, Miller & Sweet, LLP 33 West Mission Street, Suite 201 Santa Barbara, CA 93101 jonathan@nshmlaw.com Phone: (805) 963-2345
Phone: (818) 788-8300		Phone: (805) 963-2345
Fax: (818) 788-8104		Fax: (805) 284-9590

You do not have to pay Class Counsel. Subject to Court approval, Class Counsel will be paid for their fees and costs from the Settlement Fund (*see* Section 16 below).

You do not need to hire your own lawyer because Class Counsel are working on your behalf, unless you exclude yourself from participation in the Settlement by opting out by the deadline, as described in Section 19 below. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, you are responsible for paying that lawyer.

## 9. Who is the Settlement Administrator?

The Settlement Administrator is a third party appointed by the Court to send this Notice, facilitate the payments to members of the Settlement Class, and otherwise administer the Settlement according to the terms agreed to by the parties and approved by the Court. You should contact the Settlement Administrator if you have updated contact information. You may also contact the Settlement Administrator to object to the Settlement Class. You may contact the Settlement Administrator at:

## Comedy Partners Class Action Settlement P.O. Box 2893 Portland, OR 97208-2893

## Toll-Free 1-888-619-3844 or by Email at: info@CCRSettlement.com

# **MONETARY TERMS OF THE SETTLEMENT**

## **10.** What has Comedy Partners agreed to do?

Comedy Partners has agreed to pay eleven million dollars (\$11,000,000.00) to settle the Actions, which is the total amount of money Comedy Partners is required to pay under the terms of the Settlement Agreement. That amount, together with any interest earned thereon from the date it is wired to the Settlement Administrator, will constitute the Settlement Fund.

If you do nothing, and if the Settlement is finally approved by the Court, you will receive a payment in the amount of your Class Member Pro Rata Share of the Net Settlement Fund (as defined in Section 11 below). Prior to any payments made to members of the Settlement Class, Comedy Partners has agreed to pay from the Settlement Fund the cost of the Settlement Administrator, the amount of any incentive award approved by the Court, and the amount of any attorneys' fees and costs awarded to Class Counsel (*see* Sections 14, 15, and 16 below).

## **11.** How much will I be paid?

Each Settlement Class Member will receive their Class Member Pro Rata Share of the Net Settlement Fund (i.e., ratio of the total number of plays of the individual Class Member's Recordings, compared to the total number of plays of all Class Member Recordings in the aggregate, via the SiriusXM Radio platform during

## Questions? Visit www.CCRSettlement.com or call toll free at 1-888-619-3844

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the period May 19, 2013 through December 31, 2022), after the deduction from the Settlement Fund of (1) any award of Attorneys' Fees and Expenses, (2) any Incentive Award, and (3) any Notice and Administration Costs. For the avoidance of any doubt, the Class Settlement Payments will be calculated based on the following formula:

[A] (\$11,000,000.00 *minus* Attorneys' Fees and Expenses *minus* Incentive Award(s) *minus* Notice and Administration Costs)

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[B] (the # of Plays of Each Individual Class Member's Recordings transmitted via SiriusXM Radio between May 19, 2013 and December 31, 2022) *divided by* (the total # of plays of all Class Member Recordings)

#### **12.** When will I receive my payment?

The Court will hold a Fairness Hearing on July 22, 2025 (*see* Section 23 below) to consider whether the Settlement should be approved. If the Court approves the Settlement, after entry of the Final Approval Order, Comedy Partners will need to transfer to the Settlement Administrator the funds necessary to make the payments called for by the Settlement. The Settlement Administrator will then make payment to members of the Settlement Class after the Final Approval Order becomes effective.

## **13.** How will I be paid?

You will have the right to elect to be paid by check sent via first-class mail or by electronic payment (if feasible) such as PayPal, Venmo, or ACH. If you make no election, you will be paid by check.

Any checks not cashed after **one hundred eighty (180) days** from the date of the class-wide distribution shall be void. After the deadline to cash checks has passed, the funds from all uncashed payments will be returned to Comedy Partners and credited for the same amount to those members of the Settlement Class with an uncashed payment into the respective Settlement Class Member's account with Comedy Partners. For the avoidance of any doubt, the above-described return of uncashed Class Settlement Payments is not a reversion (meaning the money will not belong to Comedy Partners), but rather an alternative way of delivering to each Settlement Class Member their *pro rata* share of the Net Settlement Fund.

In the event you fail to timely cash your check, the Settlement will remain binding on you, and the release of legal claims described in Section 17 below will remain in effect.

## **14.** How will the Settlement Administrator be paid?

Comedy Partners has agreed to pay all reasonable fees, costs, and expenses related to the administration of the Settlement or otherwise incurred by the Settlement Administrator in an amount not to exceed \$28,000.00. The payment of such fees, costs, and expenses will be paid from the Settlement Fund and deducted *prior to* the calculation of each Settlement Class Member's *pro rata* share of the Net Settlement Fund.

## **15.** What is an incentive award and how will it be paid?

In class action lawsuits, the court may provide class representatives an incentive award in recognition of the time and effort they expended and the risks they took in litigating the case on behalf of the class. In the Actions, Comedy Partners has agreed not to object to a request for an incentive award in an amount not to exceed \$5,000 to each of the class representatives: Michael Kaplan, Joseph Zimmerman, Anthony DeVito, and Sean Donnelly. The total amount of any incentive award(s) approved by the Court will be paid from the Settlement

Fund and deducted *prior to* the calculation of each Settlement Class Member's *pro rata* share of the Net Settlement Fund.

#### 16. How will Class Counsel be paid?

To date, Class Counsel have not received any payment for their services for handling the Actions and have not been reimbursed for any of their out-of-pocket expenses. Any fees and expenses awarded to Class Counsel by the Court will be paid by from the Settlement Fund and deducted *prior to* the calculation of each Settlement Class Member's *pro rata* share of the Net Settlement Fund.

Class Counsel will ask the Court to approve payment of their attorneys' fees of up to \$3,666,666.66 and reimbursement for costs and expenses incurred in the prosecution of the lawsuit not to exceed \$100,000.00. Class Counsel will file a motion for attorneys' fees and costs by May 5, 2025, and a copy of the motion will be made available at www.CCRSettlement.com.

# **RELEASE OF CLAIMS**

#### 17. What claims are being released as part of the Settlement?

Upon final approval of the Settlement by the Court, members of the Settlement Class who do not request to be excluded from the Settlement by timely opting out as described in Section 19 below will fully release all legal claims that were or could have been alleged in the Actions, except for specified "Retained Claims," defined below. Claims released specifically include any claims based upon, arising out of, relating to, concerning or involving (i) any and all contracts entered into by any Settlement Class Member with Defendants relating to the production, distribution, and exploitation of recordings covered by said contracts (the "Class Member Recordings") pertaining to royalties or other payments due arising from the distribution of such Recordings via the SiriusXM platform from May 19, 2013 through December 31, 2022, and (ii) any claims for copyright infringement of any kind arising from or relating to the distribution and exploitation by Defendants of the Class Member Recordings, via any and all platforms or media now known or hereafter devised. When these claims are "released," it means that a person covered by the release cannot sue Comedy Partners or the other released parties for these legal claims.

The release does not include the following Retained Claims: (A) any claims Class Members may have for royalties due under the Class Members' Recording Contracts arising from the distribution of Class Member Recordings (i) on platforms other than SiriusXM, and (ii) via the SiriusXM platform for any time period after December 31, 2022, and (B) any claims Class Members may have under 17 U.S.C. § 201 in the literary works that may be embodied in the Class Member Recordings for purposes of any exploitation of such rights (unrelated to the Class Member Recordings) not prohibited by their respective Recording Contract.

The full terms of the release are provided in Section 15 of the Settlement Agreement in necessary legal terminology. Please *see* Section 24 below for instructions on how to obtain a copy of the Settlement Agreement and further information about the Actions.

# YOUR RIGHTS AND OPTIONS

#### 18. How do I participate in the Settlement?

You do not need to do anything to participate in the Settlement. If you received this Notice, Comedy Partners' records indicate you are a member of the Settlement Class and, so long as you do not request to be excluded from the Settlement, you will automatically receive your *pro rata* share of the Net Settlement Fund

and will release claims as set forth in Section 17 above without any further action on your part, if the Settlement is finally approved by the Court.

## **19.** How do I request to be excluded from the Settlement?

If you do not want to receive a payment under the Settlement, or if you want to keep any right you may have to sue Comedy Partners for the claims alleged in the Actions, then you must exclude yourself or "optout" of the Settlement.

If you wish to be excluded from the Settlement, you must opt-out by sending a letter to the Settlement Administrator (at the address set forth in Section 9 and copied for convenience in the following paragraph) stating that you wish to be excluded from or opt-out of the Settlement. This opt-out request must be sent by first-class mail, postage prepaid, and postmarked by **June 9**, **2025**. The opt-out request must clearly state your name and address and be personally signed by you. It must also clearly express your intent to be excluded from the Settlement of the Actions.

The Settlement Administrator's address is:

Comedy Partners Class Action Settlement c/o Epiq Class Action & Claims Solutions, Inc. P.O. Box 2893 Portland, OR 97208-2893

If you opt-out of the Settlement, you will keep your rights to sue Comedy Partners for the legal claims alleged in the Lawsuit. However, you will not be entitled to receive your *pro rata* share of the Net Settlement Fund or any other payment from the Settlement.

If you do not timely mail a valid opt-out request to the Settlement Administrator, you will be bound by all terms and conditions of the Settlement or judgment, including its release of legal claims.

#### 20. How do I object to the Settlement?

If you do not opt-out of the Settlement, you may object to the Settlement by filing a letter with the Court (and copying the Settlement Administrator) noting your objection to the Settlement by **June 9**, **2025**. The objection letter must include the following information and be personally signed by you:

- (i) your name, address, email address, telephone number, and the contact information for any attorney retained by you in connection with your objection or otherwise in connection with the Actions;
- (ii) a statement of the factual and legal basis for your objection and any exhibits you wish the Court to consider in connection with your objection;
- (iii) a statement as to whether you intend to appear at the Fairness Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number; and
- (iv) all other objections to class settlements submitted by you or your counsel to any Court within the United States within the last 5 years, if any, including the total number of such objections and the case and court information in which each such objection was asserted.

## Clerk of Court U.S. District Court for the Southern District of New York Daniel Patrick Moynihan United States Court House 500 Pearl Street New York, NY 10007-1312 Re: Zimmerman v. Paramount Global, No. 23 Civ. 2409 (VSB)

The Settlement Administrator's address is:

#### Comedy Partners Class Action Settlement c/o Epiq Class Action & Claims Solutions, Inc. P.O. Box 2893 Portland, OR 97208-2893

The objector or their counsel (if any) must file the objection(s) and supporting materials with the Court and provide a postmarked copy of the objection(s) and supporting materials to the Settlement Administrator at the above address no later than **June 9**, 2025. If an objector is represented by an attorney for the purposes of making an objection, a notice of appearance by the objector's attorney must be filed with the Court no later than **June 9**, 2025.

For more information about the Fairness Hearing, *see* Section 23 below. If you do not comply with the foregoing procedures and deadlines for submitting your objection to the Settlement, you may lose your right to contest approval of the proposed Settlement as well as your right to appear and be heard at the Fairness Hearing. Any objector consents to the jurisdiction of the Court for the purposes of any proceeding relating to their objection, including any appropriate discovery or other orders issued by the Court relating to the objection.

If the Court agrees with your objection, or the objection of any other member of the Settlement Class, then there is no settlement. If you object, but the Court denies your objection and any other objection(s), then you will be bound by all terms and conditions of the Settlement, including its release of claims or a judgment.

## 21. What is the difference between objecting and opting out?

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the class, and asking the Court to reject it. You cannot object to the Settlement unless you are a member of the Settlement Class, which means that you can object only if you do not opt-out of the Settlement. If you object to the Settlement and do not opt-out, then you are entitled to a payment if the Settlement is finally approved by the Court, but you will release the legal claims you might have against Comedy Partners regarding the legal issues released by the Settlement.

Excluding yourself from or opting out of the Settlement is telling the Court that you do not want to be part of the Settlement and that you do not want to receive a payment or release any legal claims you might have against Comedy Partners for the legal claims released by the Settlement.

Anyone who submits both an objection and a request to opt-out shall be deemed to have opted out of the Settlement.

## 22. What if I do nothing at all?

If you do nothing, and if the Settlement is approved, then you will receive your *pro rata* share of the Net Settlement Fund. You will give up the right to sue Comedy Partners regarding the legal claims you might have against Comedy Partners for the legal claims alleged in the Actions.

# **THE FAIRNESS HEARING**

## 23. When will the Court consider whether to grant final approval of the Settlement?

The Court will hold a Fairness Hearing in Courtroom 518 of the United States District Court for the Southern District of New York located at 40 Foley Square, New York, NY 10007 on **July 22, 2025, at 10:00 a.m.** to decide whether to grant final approval of the Settlement. This hearing may be postponed or rescheduled by the Court without additional notice to members of the Settlement Class. Members of the Settlement Class may appear at the Fairness Hearing in person, by audio, or by video. General information about the Court is available at https://www.nysd.uscourts.gov.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate for the Settlement Class. If there are objections, the Court will consider them, provided that a valid and timely objection was submitted. The Court may also decide how much to award Class Counsel for attorneys' fees and expenses and how much each class representative should receive as an incentive award.

Members of the Settlement Class do not need to appear at the hearing or take any other action to indicate their approval of the Settlement. Class Counsel will answer any questions the Court may have. However, you may attend if you desire to do so at your own expense or by hiring an attorney to appear on your behalf if you would like. If you submit a written objection to the Settlement, you do not have to attend the hearing to discuss it; as long as you timely submitted the objection with the requisite information, the Court will consider it. However, you also may attend if you desire to do so at your own expense.

## **FURTHER INFORMATION**

#### 24. How do I receive more information?

This Notice provides a summary of the basic terms of the Settlement. For the Settlement's complete terms and conditions, consult the Settlement Agreement and other documents in the Actions. More information about the Actions can be obtained through several methods:

- (i) You can contact the Settlement Administrator by mail, telephone, or email (contact information in Section 9 above);
- (ii) You can contact Class Counsel by mail, telephone, or email (contact information in Section 8 above);
- (iii) You can visit the website, www.CCRSettlement.com, to obtain certain key documents in the Actions free of charge; or
- (iv) For a small fee, all of the pleadings and other records in this litigation, including the Settlement Agreement, may be examined online through a service of the United States Judiciary called PACER, which is an acronym for Public Access to Court Electronic Records, which can be accessed at https://nysd.uscourts.gov/programs/records/pacer.

PLEASE DO NOT CALL OR OTHERWISE CONTACT THE COURT, THE CLERK OF COURT, REPRESENTATIVES OF COMEDY PARTNERS, OR COUNSEL FOR COMEDY PARTNERS FOR INFORMATION REGARDING THIS NOTICE OR SETTLEMENT.