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18

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF LOS ANGELES**

21 MARIA T. MARAVILLA; MARIA A.
VASQUEZ; LISA GILLMANN, individually
and on behalf of all others similarly situated,

22 Plaintiffs,

23 vs.

24 MOTION PICTURE AND TELEVISION
25 FUND, a California Nonprofit Public Benefit
Corporation; and DOES 1 through 25,

26 Defendants.

Case No.: BC690494
Assigned to Hon. William F. Highberger
Department SSC-10

**STIPULATION OF CLASS ACTION
SETTLEMENT**

Case Filed: January 17, 2018

1 **I. INTRODUCTION AND SUMMARY OF SETTLEMENT TERMS**

2 This stipulation sets forth the terms of the settlement of a class action filed on behalf
3 of current and former non-exempt employees who worked for Defendant Motion Picture and
4 Television Fund (“Defendant” or “MPTF”) in California during the Class Period, as defined
5 below. The Second Amended Complaint alleges causes of action against Defendant for: (1)
6 failure to pay overtime; (2) failure to provide meal and rest breaks; (3) failure to provide
7 accurate wage statements; (4) failure to pay all wages owed at termination; (5) failure to pay
8 accrued vacation at termination; (6) violation of the Unfair Practices Act; and (7) recovery of
9 civil penalties under the California Labor Code Private Attorneys’ General Act (“PAGA”),
10 California Labor Code sections 2698-2699.5.

11 Under the terms of the parties’ Settlement and after final approval and entry of
12 judgment pursuant to California Rule of Court 3.769, Defendant will pay a gross settlement
13 amount of two million two hundred thousand dollars (\$2,200,000) (the “Gross Settlement
14 Amount”), plus the employer’s share of payroll taxes. The Settlement will be administered
15 by a third-party settlement administrator with experience administering class action
16 settlements of this type. Until distribution, the Gross Settlement Amount will be held in a
17 Qualified Settlement Fund established by the Settlement Administrator. This is an opt-out
18 settlement, and Class Members (as defined in Section II) will receive a settlement payment
19 unless they timely submit a Request for Exclusion. Settlement Class Members shall not be
20 required to submit a claim form.

21 The Parties agree and propose that the following disbursements will be made from the
22 Gross Settlement Amount, subject to Court approval at the Final Fairness and Approval
23 Hearing:

24 A. Settlement Administration Costs, estimated to be \$12,000.

25 B. Class Counsel’s Attorneys’ Fees, to be approved by the Court, in an amount
26 not to exceed seven hundred and thirty-three thousand three hundred and thirty-three dollars
27 (\$733,333), which is one-third of the Gross Settlement Amount;

28

1 C. Class Counsel’s Costs, as approved by the Court, in an amount not to exceed
2 \$15,000;

3 D. Service and Release Awards to Plaintiffs Maria T. Maravilla, Maria A.
4 Vasquez and Lisa Gillmann in the amount of \$10,000 each (for a total of \$30,000) as payment
5 for their time and efforts in pursuing this Action, and for the broader release and other
6 covenants that they will be providing to Defendant;

7 E. A payment of \$37,500 to the California Labor and Workforce Development
8 Agency (the “LWDA Payment”), which represents the Labor and Workforce Development
9 Agency’s (“LWDA”) 75% share of the total \$50,000 allocated to Plaintiffs’ PAGA claims
10 (the “PAGA Amount”). The other 25% of the PAGA Amount (\$12,500) will become part of
11 the Net Settlement Amount (defined below) distributed to the Settlement Class.

12 F. The remainder of the Gross Settlement Amount (the “Net Settlement Amount”)
13 will be distributed to Settlement Class Members based on the methodology discussed in
14 section IV.L.1, below. It is estimated that the Net Settlement Amount will be approximately
15 \$1,372,167 after deductions for Class Counsel’s Attorneys’ Fees, Class Counsel’s Costs,
16 Settlement Administration Costs, the Service and Release Awards, and the payment to the
17 LWDA.

18 Defendant represents that the Class consisted of approximately 839 members as of
19 September 26, 2019.

20 **II. DEFINITIONS**

21 As used in this Stipulation, the following terms shall have the meanings set forth
22 below:

23 A. “Action” means this putative class and representative action pending in Los
24 Angeles County Superior Court titled *Maravilla v. Motion Picture and Television Fund*, Case
25 No. BC 690494.

26 B. “Agreement” or “Stipulation” means this Stipulation of Class Action
27 Settlement.

28

1 C. "Class" means all individuals who were employed by MPTF in California as
2 non-exempt employees during the applicable Class Period (as defined below).

3 D. "Class Counsel" means Aaron C. Gundzik and Rebecca G. Gundzik,
4 Gartenberg Gelfand Hayton LLP, 15260 Ventura Blvd, Suite 1920, Sherman Oaks, CA 91403,
5 (213) 542-2100 and Dan Holzman of Caskey & Holzman, 24025 Park Sorrento, Ste. 400,
6 Calabasas, CA 91302, (818) 657-1070.

7 E. "Class Counsel's Attorneys' Fees" means the amount to be awarded to Class
8 Counsel from the Gross Settlement Amount for their attorneys' fees for their work in this
9 Action, subject to Court approval at the Final Fairness and Approval Hearing.

10 F. "Class Counsel's Costs" means the amount to be awarded to Class Counsel
11 from the Gross Settlement Amount to reimburse Class Counsel for their reasonable costs and
12 expenses incurred in the Action, subject to Court approval at the Final Fairness and Approval
13 Hearing.

14 G. "Class Data" means each Class Member's full name, social security number,
15 last known address, and telephone number(s), along with the number of weeks that each Class
16 Member worked for Defendant in a Class position during the Class Period to the extent that
17 this information is in Defendant's reasonable possession.

18 H. "Class Member" is a person who is a member of the Class.

19 I. "Class Period" means the period from January 17, 2014 through the earlier of
20 the following dates: (a) the date that this Settlement is preliminarily approved by the court;
21 and (b) December 28, 2019

22 J. "Complaint" means the Second Amended Complaint on file in the Action.

23 K. "Court" means the Superior Court of the State of California, in and for the
24 County of Los Angeles, where the Action is pending.

25 L. "Defendant" means Motion Picture and Television Fund, a California non-
26 profit corporation.

27
28

1 M. “Defendant’s Counsel” means Douglas R. Hart and Sheryl K. Horwitz of
2 Morgan, Lewis & Bockius LLP, 300 South Grand, Floor 22, Los Angeles, California 90071,
3 (213) 612-2500.

4 N. “Effective Date” means the date of entry of the order of the “Final Approval
5 Order” if no objection is filed. If a timely objection to the settlement is filed, the “Effective
6 Date” will be the later of (1) 65 days following entry of the Final Approval Order and (2) if
7 an appeal, review or writ is sought from the Final Approval Order, the date on which (i) the
8 highest reviewing court renders its decision denying the petition or writ challenging the Final
9 Approval Order or renders its decision affirming the Final Approval Order and (ii) the Final
10 Approval Order is no longer subject to further review.

11 O. “Employer’s Withholding Share” means Defendant’s share of all federal,
12 state, and local taxes and required withholdings, including without limitation, FICA, Medicare
13 tax, FUTA, and state unemployment taxes.

14 P. “Final Approval Order” means the Order Granting Final Approval of Class
15 Action Settlement and Judgment entered by the Court.

16 Q. “Final Fairness and Approval Hearing” means the hearing on Plaintiffs’
17 Motion for Final Approval of Class Action Settlement at which the Court will be asked to give
18 final approval to the settlement terms set forth herein and to enter judgment.

19 R. “Gross Settlement Amount” means the two million two hundred thousand
20 dollars (\$2,200,000) which Defendant will pay under this Settlement.

21 S. “LWDA Payment” means 75% of the PAGA Payment. The LWDA Payment
22 will be paid to the LWDA.

23 T. “Net Settlement Amount” means the amount remaining from the Gross
24 Settlement Amount after payments of Court-approved Class Counsel’s Attorney’s Fees and
25 Class Counsel’s Costs, Service and Release Awards to the Representative Plaintiffs,
26 Settlement Administration Costs, and the LWDA Payment. It is estimated that the Net
27 Settlement Amount will be at least \$1,372,167.

28

1 U. "Notice of Settlement" means the "Notice of Proposed Class Action Settlement
2 and Final Approval Hearing," the form of which is attached hereto as Exhibit A.

3 V. "Notice of Objection" means any written objection to this Settlement sent by a
4 Settlement Class Member to the Settlement Administrator as specified herein and in the
5 Notice of Settlement.

6 W. "PAGA Amount" means the \$50,000 portion of the Gross Settlement Amount
7 that the Parties allocated to settlement of Plaintiffs' PAGA claims.

8 X. "Parties" means the Representative Plaintiffs on behalf of themselves and all
9 Settlement Class Members and Defendant.

10 Y. "Preliminary Approval Date" is the date that the Court grants preliminary
11 approval of this Settlement pursuant to California Rule of Court 3.769(c).

12 Z. "Qualified Settlement Fund" or "QSF" means a federally insured bank account
13 to be established by the Settlement Administrator into which all payments from Defendant
14 related to this Settlement will be deposited and from which all payments authorized by the
15 Court will be made. The QSF will be established prior to Defendant's deposit of the Gross
16 Settlement Amount.

17 AA. "Qualifying Workweek" means the number of weeks that each Class Member
18 worked for Defendant in a Class position during the Class Period.

19 BB. As determined by the Court, "Released Claims" means all causes of action and
20 factual or legal theories that were alleged in the Complaint or arise from facts alleged in the
21 Complaint, including all damages, penalties, interest and other amounts recoverable under
22 said claims, causes of action or legal theories of relief. The time period governing these
23 Released Claims shall be the Class Period only. Claims and damages that were not alleged in
24 the Complaint (or any subsequent operative Complaint) and do not arise from the facts alleged
25 in the Complaint are specifically excluded from the release.

26 CC. "Released Parties" means Defendant and its past, present and/or future
27 officers, directors, members, managers, employees, agents, representatives, attorneys,
28 insurers, partners, investors, shareholders, administrators, trustees, parent companies,

1 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, but
2 only as to the Released Claims.

3 DD. “Representative Plaintiffs” means Plaintiffs Maria T. Maravilla, Maria A.
4 Vasquez and Lisa Gillmann.

5 EE. “Request for Exclusion” means a written and signed request by a Class
6 Member to be excluded from the Settlement Class that is submitted in accordance with the
7 procedure set forth herein, also known as an “opt-out request.”

8 FF. “Response Deadline” means the date that is 45 days after mailing of Notices
9 of Settlement. Provided, for Notices of Settlement that are re-mailed to a different address,
10 the Response Deadline will be the earlier of: (1) 45 days after re-mailing, and (2) ten days
11 before the initial date set by the Court for the Final Fairness and Approval Hearing.

12 GG. “Service and Release Award” means the payment to be made to the
13 Representative Plaintiffs for their service to the Class and for the broader general release that
14 they are providing to Defendant, which is in addition to whatever payment each otherwise
15 would be entitled to receive as a Settlement Class Member.

16 HH. “Settlement” means the disposition of the Action and all related claims
17 effectuated by this Agreement.

18 II. “Settlement Administration Costs” means the fees and costs incurred or
19 charged by the Settlement Administrator in connection with the execution of its duties under
20 this Agreement including, but not limited to fees and costs associated with: (1) establishing
21 and maintaining the QSF; (2) preparing, issuing and/or monitoring reports, filings, and notices
22 (including the cost of printing and mailing all notices and other documents to the Class
23 Members) required to be prepared in the course of administering the Settlement; (3)
24 computing the amount of the settlement payments, taxes, and any other payments to be made
25 under this Agreement; (4) calculating and handling inquiries about the calculation of
26 individual settlement payments; (5) establishing and operating a settlement payment center
27 website, address, and phone number to receive Class Members’ inquiries about the Settlement;
28 (6) providing a due diligence declaration for submission to the Court prior to the final approval

1 hearing; (7) printing and providing Settlement Class Members and the Plaintiffs with W-2 and
2 1099 forms as required under this Agreement and applicable law; (8) preparing, issuing, and
3 filing any tax returns and information returns and any other filings required by any
4 governmental taxing authority or other governmental agency; and (9) for such other tasks as
5 the Parties mutually agree or the Court orders the Settlement Administrator to perform. The
6 Settlement Administration Costs will not exceed \$12,000. Settlement Administration Costs
7 will be paid out of the Gross Settlement Amount.

8 JJ. "Settlement Administrator" refers to Phoenix Settlement Administrators.

9 KK. "Settlement Class" means all Class Members who have not submitted a timely
10 and complete Request for Exclusion.

11 LL. "Settlement Class Member" is a person who is a member of the Settlement
12 Class.

13 **III. BACKGROUND**

14 During the Class Period, Defendant operated facilities in California that provide
15 healthcare, assisted living and other services for those in the entertainment industry. Plaintiffs
16 contend that during the Class Period, they and other non-exempt employees of Defendant
17 were not paid for all of their work, were not provided with compliant meal and rest breaks,
18 were not provided compliant wage statements, were not paid all amounts due at separation,
19 and were not paid for all accrued vacation pay at termination.

20 The Parties have undertaken significant investigation and informal discovery during
21 the prosecution of this Action. Such discovery and investigation include extensively
22 interviewing the Representative Plaintiffs and other Class Members, Defendant's production
23 and Plaintiffs' counsel's review of personnel records, policies, as well as time pay records for
24 all Class Members during the majority of the Class Period, and other detailed information
25 relevant to the Class Members' claims. Counsel for the Parties have investigated the law as
26 applied to the facts discovered regarding the alleged claims of the Class and potential defenses
27 thereto, and the potential damages claimed by the Class.

28 The Parties' attorneys have engaged in extensive discussions about the strengths and

1 weaknesses of the claims and defenses in the Action. On September 26, 2019, the Parties
2 attended a mediation before an experienced and well-regarded mediator, Gig Kyriacou, after
3 which the Parties' reached an agreement regarding the resolution of this Action which is
4 embodied in the terms of this Agreement.

5 Plaintiffs and Class Counsel have concluded, after considering the sharply disputed
6 factual and legal issues involved in this Action, the risks attending further prosecution, and
7 the substantial benefits to be received pursuant to the compromise and settlement of the Action
8 as set forth in this Agreement, that this Settlement is in the best interests of the Representative
9 Plaintiffs and the Settlement Class and is fair and reasonable.

10 This Settlement contemplates: (i) entry of an order preliminarily approving the
11 Settlement and approving certification of a provisional Class for settlement purposes only; (ii)
12 dissemination of a notice to Class Members about the settlement; (iii) entry of a Final
13 Approval Order granting final approval of the Settlement; and (iv) entry of final judgment.

14 **IV. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

15 **A. Preliminary Approval of Settlement**

16 Following the execution of this Stipulation by all Parties or at such other time specified
17 by the Court, Class Counsel will submit this Stipulation to the Court as part of Plaintiffs'
18 motion for preliminary approval of the settlement. Plaintiffs' motion will include such briefing
19 and evidence as may be required for the Court to determine that this Agreement is fair and
20 reasonable, as required by California Code of Civil Procedure section 382 and California Rule
21 of Court 3.769. Class Counsel will provide Defendant's counsel with the opportunity to
22 review and comment on all drafts of all papers to be filed in connection with the motion for
23 preliminary approval (notice of motion, memorandum of points and authorities and
24 declarations) before filing such motion with the Court. Plaintiffs' motion for preliminary
25 approval will also include a proposed order that is mutually agreed-upon by the Parties.
26 Defendant shall not oppose Plaintiffs' motion for preliminary approval of the settlement to
27 the extent it is consistent with the terms and conditions of this Agreement. Defendant may,
28 however, provide a written response to any characterization of the law or facts contained in

1 the motion for preliminary approval.

2 The Parties have agreed to the certification of the Class for the sole purposes of
3 effectuating this Settlement. Should the Settlement be terminated for any reason, or should
4 the Settlement not be approved by the Court or the judgment not become final, the fact that
5 the Parties were willing to stipulate to class certification as part of the Settlement will have no
6 bearing on, and will not be admissible in connection with, the issue of whether a class should
7 be certified in a non-settlement context in this Action, and in any of those events, Defendant
8 expressly reserves the right to oppose class certification. Additionally, if the Settlement does
9 not become final, this Agreement and all negotiations, court orders, and proceedings related
10 thereto shall be without prejudice to the rights of all Parties hereto, and evidence relating to
11 the Agreement and all negotiations shall not be admissible in the Action or otherwise. The
12 Parties further agree that if, for any reason, the Settlement is not approved, the certification
13 for purposes of this Settlement will have no force or effect and will be immediately revoked.

14 **B. Cooperation**

15 The Parties agree to fully cooperate with each other to accomplish the terms of this
16 Agreement, including but not limited to, execution of such documents and to take such other
17 reasonably necessary actions to implement the terms of this Agreement. No party, nor any of
18 its attorneys or agents, shall solicit or encourage any Class Member to opt out of or object to
19 the Settlement.

20 **C. Notice of Settlement**

21 Within 15 Court days following the Court’s order granting preliminary approval of the
22 Settlement, Defendant will provide the Settlement Administrator with the Class Data in an
23 electronic format acceptable to the Settlement Administrator. At the same time, Defendant
24 will provide the Class Data, without Class Member names, contact information and social
25 security numbers, to Class Counsel. This information will remain confidential and will not be
26 disclosed to anyone, except as required to applicable taxing authorities, pursuant to
27 Defendant’s express written authorization, by order of the Court, or as otherwise provided for
28 in this Agreement.

1 Using the Class Data, the Settlement Administrator will: (1) confirm the number of
2 Class Members and Qualifying Workweeks, (2) finalize and print the Notice of Settlement;
3 (3) check all addresses against the National Change of Address database; and (4) within ten
4 (10) calendar days of receiving the Class Data, send to each Class Member via First-Class
5 United States mail an English and Spanish version of the Notice of Settlement to the most
6 recent address known for each Class Member.

7 **D. Re-Sending Class Notices**

8 In the event that Defendant's Counsel or Class Counsel becomes aware of new
9 addresses for any Class Member, prior to the filing of the motion for final approval, such
10 information must immediately be communicated to the Settlement Administrator. The
11 Settlement Administrator will then re-send a Notice of Settlement to the Class Member(s) at
12 the new address.

13 For any Notice of Settlement that is returned as undeliverable, the Settlement
14 Administrator will perform a utility database search or other skip trace. The returned Notices
15 of Settlement will be re-mailed to the new addresses obtained for such Class Members. Such
16 searching and re-mailing will be completed within ten (10) calendar days of the date that
17 Notices of Settlement were originally returned as undeliverable.

18 **E. Requests for Exclusion (Opt-Outs)**

19 Any Class Member who wishes to be excluded from the Settlement must notify the
20 Settlement Administrator in writing of his or her desire to be excluded by mailing his or her
21 own Request for Exclusion to the Settlement Administrator that clearly expresses such desire
22 and is signed by such Class Member. Any such Request for Exclusion shall include the Class
23 Member's name (and former names, if any), current address, telephone number, and last four
24 numbers of the Class Member's social security number. To be valid, the Request for Exclusion
25 must be postmarked by no later than the Response Deadline.

26 Any Class Member who submits a valid and timely Request for Exclusion shall be
27 barred from participating in this Settlement, shall be barred from objecting to this Settlement,
28 and shall receive no benefit from this Settlement.

1 Any Class Member who fails to submit a timely, complete, and valid Request for
2 Exclusion shall be barred from opting out of the Settlement. It shall be conclusively presumed
3 that, if a Request for Exclusion is not postmarked on or before the Response Deadline, the
4 Class Member did not make the request in a timely manner. Under no circumstances shall the
5 Settlement Administrator have the authority to extend the deadline for Class Members to file
6 a Request for Exclusion.

7 Unless a Class Member submits a timely, complete, and valid Request for Exclusion,
8 he or she shall be deemed a Settlement Class Member and shall be bound by the terms and
9 conditions of this Agreement. The releases provided for in this Agreement shall conclusively
10 preclude any Settlement Class Member from asserting any of the Released Claims against any
11 of the Released Parties in any judicial, administrative, or arbitral forum.

12 The Settlement Administrator shall promptly provide Class Counsel and Defendant’s
13 Counsel with copies of all Requests for Exclusion that it receives.

14 **F. Declaration of Compliance**

15 At the time determined by Class Counsel, the Settlement Administrator shall provide
16 Class Counsel and Defendant’s Counsel with a declaration attesting to completion of the
17 notice process set forth in this Section IV, including the number of notices sent and returned,
18 an explanation of efforts to resend undeliverable notices, and copies of all Requests for
19 Exclusion, which declaration shall be filed with the Court by Class Counsel along with their
20 papers requesting final approval of the Settlement.

21 **G. Sufficient Notice**

22 Compliance with the procedures described in this Section IV shall constitute due and
23 sufficient notice to Class Members of this Settlement and of the Final Fairness and Approval
24 Hearing, shall satisfy the requirements of due process, and nothing else shall be required of
25 the Representative Plaintiffs, Class Counsel, Defendant, Defendant’s Counsel, or the
26 Settlement Administrator to provide notice of the Settlement and the Final Fairness and
27 Approval Hearing.

28

1 **H. Objections to Settlement**

2 **1. Procedure and Deadline for Objections**

3 In order for any Class Member to object to the Settlement, he or she must send to the
4 Settlement Administrator, postmarked no later than the Response Deadline, a Notice of
5 Objection, signed by the objecting Class Member or his or her attorney, along with all
6 supporting papers (if any). The date the signed Notice of Objection was postmarked shall be
7 conclusively determined according to the records of the Settlement Administrator. The
8 Settlement Administrator shall send any Notices of Objections it receives to Defense Counsel
9 and Class Counsel within three (3) business days of receipt. The Court retains final authority
10 with respect to the consideration and admissibility of any Notice of Objection.

11 A Class Member’s Notice of Objection will not be valid if the Class Member also
12 submits a valid and timely Request for Exclusion. A Class Member who does not submit a
13 valid and timely Request for Exclusion and who objects to the Settlement will still be
14 considered a Settlement Class Member.

15 **2. Responses to Objections**

16 Class Counsel and Defendant’s Counsel shall file any written objections from Class
17 Members submitted to the Settlement Administrator, and Class Counsel’s and Defendant’s
18 Counsel’s responses to such objections, at least five (5) court days before the Final Fairness
19 and Approval Hearing.

20 **I. Defendant’s Right to Rescind**

21 If five percent (5%) or more of the Class Members submit timely and valid Requests
22 for Exclusion, Defendant may, at its option, rescind the Settlement. In that event, all actions
23 taken in furtherance of the Settlement will be null and void. Defendant must exercise this
24 right of rescission, in a writing to Class Counsel, within fourteen (14) days following
25 Defendant’s Counsel’s receipt of information from the Settlement Administrator indicating
26 that the number of valid Requests for Exclusion exceed this limit. If Defendant exercises this
27 right of rescission, Defendant must pay all expenses incurred by the Settlement Administrator
28 as of the date of Defendant’s notice of rescission.

1 **J. Pro-Rata Increase in Settlement Fund**

2 If, as reflected in the Class Data delivered to the Settlement Administrator, the total
3 number of Class Member Qualifying Workweeks exceeds 110,000, as of September 26, 2019,
4 the Gross Settlement Amount shall increase by the same percentage that the number of
5 Qualifying Workweeks exceeds 110,000.

6 **K. Final Fairness and Approval Hearing**

7 On or before the date set by the Court, Class Counsel will file a motion for final
8 approval of this Settlement pursuant to California Rule of Court 3.769. Class Counsel will
9 provide Defendant’s counsel with the opportunity to review and comment on drafts of all
10 papers to be filed in connection with the motion for final approval (notice of motion,
11 memorandum of points and authorities and declarations) before filing such motion with the
12 Court. Plaintiffs’ motion for final approval will also include a proposed order that is mutually
13 agreed-upon by the Parties. Defendant shall not oppose Class Counsel’s motion for final
14 approval of the settlement to the extent it is consistent with the terms and conditions of this
15 Agreement. Defendant may, however, provide a written response to any characterization of
16 the law or facts contained in the motion for final approval.

17 On the date set by the Court, the Final Fairness and Approval Hearing shall be held
18 before the Court in order to: (1) determine whether the Court should give this Settlement final
19 approval; (2) determin whether Class Counsel’s application for attorneys’ fees and costs, and
20 request for the Service and Release Awards to the Representative Plaintiffs, should be granted;
21 (3) determine whether the Court should approve the payment of fees to the Settlement
22 Administrator and the PAGA Settlement Amount and (4) consider any timely Objections to
23 Settlement, including Class Counsel’s and Defendant’s Counsel’s responses thereto. Upon
24 final approval, the Court shall enter a Final Approval Order (in a form submitted by Class
25 Counsel and approved by Defendant’s Counsel) which has the effect of adjudicating all claims
26 set forth in the Complaint and implementing the release of Released Claims, as set forth in
27 this Agreement. The Final Approval Order will be posted on the Settlement Administrator’s
28 website. The posting of the Final Approval Order on the Settlement Administrator’s website

1 will constitute notice of entry of the judgment, as required by California Rule of Court
2 3.771(b).

3 **L. Settlement Payments to Settlement Class Members**

4 **1. Calculation of Settlement Payments.**

5 The Net Settlement Amount shall be divided among and distributed to individual
6 Settlement Class Members using the following formula:

7 **(Individual Settlement Class Member's Qualifying Workweeks ÷ All**
8 **Settlement Class Members' Qualifying Workweeks) x Net Settlement**
9 **Amount**

10 The Settlement Administrator shall have the authority and obligation to make
11 payments, credits, and disbursements, including payments and credits in the manner set forth
12 herein, to Settlement Class Members calculated in accordance with the methodology set out
13 in this Agreement and orders of the Court.

14 The Parties acknowledge and agree that the formula used to calculate individual
15 settlement payments does not imply that all the elements of damages alleged in the Action are
16 not being considered. The above formula was devised as a practical and logistical tool to
17 simplify the settlement process.

18 **2. Inclusion of Qualifying Workweeks and Estimated Settlement**
19 **Payment Information in Notice of Settlement**

20 The Notice of Settlement sent to each Class Member shall state the amount of the Class
21 Member's Qualifying Workweeks, as reflected in the Class Data. Each Notice of Settlement
22 shall also include an estimate of the Class Member's settlement payment as a member of the
23 Settlement Class, as calculated by the Settlement Administrator. The estimated settlement
24 payment included in the Notice of Settlement will be calculated by assuming that no Class
25 Members will be excluded from the Settlement.

26 **3. Eligibility**

27 Settlement Class Members (but not Class Members who exclude themselves from the
28 Settlement), will receive a settlement payment from the Net Settlement Fund, distributed

1 through the Settlement Administrator.

2 Should any question arise regarding the determination of eligibility for, or the amounts
3 of, any settlement payments under the terms of this Agreement, Class Counsel and
4 Defendant's Counsel shall meet and confer in an attempt to reach agreement and, if they are
5 unable to do so, the issue shall be submitted to the Court for determination on an expedited
6 basis, through the submission of letter briefs of no more than three pages.

7 **4. Disputes about Qualifying Workweeks**

8 If a Class Member disagrees with the number of Qualifying Workweeks, as stated in
9 his or her Notice of Settlement, he or she may dispute that figure by informing the Settlement
10 Administrator of the number of Qualifying Workweeks he or she claims to have worked
11 during the Class Period and provide any supporting documentation (such as, without
12 limitation, payroll or time keeping records, and paycheck stubs) on or before the Response
13 Deadline. If there is a dispute, the Settlement Administrator will consult with Class Counsel
14 and Defendant's Counsel to determine whether an adjustment is warranted. However,
15 Defendant's records shall be presumed to be accurate and the Settlement Administrator shall
16 have the sole discretion to determine any such disputes. The Settlement Administrator shall
17 be obligated to resolve any disputes regarding the number of Qualifying Workweeks
18 submitted by a Class Member within ten (10) days.

19 **5. Allocation of Settlement Payments**

20 Payment to each Settlement Class Member shall be allocated as follows: One-third
21 shall be attributed to wages, to be reported on a W-2 form; and two-thirds shall be reported as
22 as penalties and interest. The amount of penalties and interest will be reported on an IRS Form
23 1099.

24 **6. Payment of Payroll Taxes**

25 The amount paid to each Settlement Class Member attributable to wages shall be
26 subject to all applicable taxes and other withholdings and shall be net of the Settlement Class
27 Member's share of all federal, state, and local taxes and required withholdings, including
28 without limitation, FICA, Medicare tax, FUTA, and state unemployment taxes. The

1 Employer's Withholding Share shall be paid by Defendant separately and in addition to
2 Defendant's payment of the Gross Settlement Amount.

3 For each Settlement Class Member, the Settlement Administrator shall determine the
4 Employer's Withholding Share. Information related to the Employer's Withholding Share for
5 each Settlement Class Member shall be provided to Defendant by the Settlement
6 Administrator. If Defendant disagrees with the Settlement Administrator's determination of
7 the Employer's Withholding Share, it will communicate with and share information
8 reasonably necessary to reach a good faith determination of the correct Employer's
9 Withholding Share.

10 **7. Payments to Settlement Class Members**

11 Within ten (10) days of Defendant's deposit of the Gross Settlement Amount with the
12 Settlement Administrator, the Settlement Administrator will make the settlement payments to
13 Settlement Class Members based on the payment formula set forth herein.

14 **8. Opt-In and Release of FLSA Claims**

15 Opt-in and release language regarding the release of the FLSA claim will be printed
16 on each settlement check issued to Settlement Class Members, with the advisement that
17 cashing such check constitutes consent under the FLSA to opt into the collective action and
18 to release all claims under the FLSA. The language to be included will be substantially similar
19 to the following:

20 My endorsing, cashing, or depositing of this check constitutes my consent to join the
21 lawsuit entitled *Maravilla v. Motion Picture and Television Fund*, pending in the
22 Superior Court of the State of California for the County of Los Angeles, Case No. BC
23 690494, pursuant to the provisions of the Fair Labor Standards Act ("FLSA"), 29
24 U.S.C. Section 216(b), and to release all claims I might have against the Released
25 Parties under the FLSA.

26 **M. The Settlement Administrator**

27 The Settlement Administrator will perform the duties specified in this Agreement and
28 any other duties incidental to such obligations. The Settlement Administrator's duties shall
include, without limitation: establishing the QSF, preparing, translating and distributing the
Notice of Settlement; calculating and directing the disbursement of payments to Settlement

1 Class Members, Class Counsel, the Class Representative and the LWDA; calculating and
2 timely paying any and all payroll taxes from the wages portion of the Net Settlement Amount
3 to the appropriate tax authorities, as required under this Agreement and applicable law;
4 handling inquiries about the calculation of individual settlement payments; preparing and
5 filing any tax returns and information returns and any other filings required by any
6 governmental taxing authority or other governmental agency; providing weekly status reports
7 to the Parties' counsel; advising Defendant and Class Counsel of any Class Members who
8 submit Notices of Objections and/or Requests for Exclusion; providing a due diligence
9 declaration for submission to the Court prior to the final approval hearing; printing and
10 providing Settlement Class Members and Representative Plaintiffs with W-2 and 1099 forms
11 as required under this Agreement and applicable law; arranging for and remitting funds from
12 any uncashed settlement payment to the designated recipient, as determined by the Court; and
13 for such other tasks as the Parties mutually agree or the Court orders the Settlement
14 Administrator to perform.

15 The Settlement Administrator shall establish a settlement payment center address,
16 telephone number and email address to receive Class Members' inquiries about the Notice of
17 Settlement, requests to be excluded from the Settlement and settlement payments.

18 In addition, the Settlement Administrator shall establish a static website and, on the
19 website, post this stipulation, any preliminary approval order and the Final Approval Order
20 and Judgment. Posting of the Final Approval Order and Judgment on such website shall
21 constitute notice of judgment to the Settlement Class, as required by California Rule of Court
22 3.771(b).

23 The Parties confirm, and Class Counsel and Defendant's Counsel confirm that they do
24 not have any financial interest in the Settlement Administrator or otherwise have a relationship
25 with the Settlement Administrator that could create a conflict of interest.

26 **N. Time for Payment by Defendant**

27 Within ten calendar days after the Effective Date, Defendant shall wire the Gross
28 Settlement Amount and Employer's Withholding Share to the QSF. Provided however, if any

1 appeal of the judgment or final approval order is pending at such time, the deadline for
2 Defendant's payment shall be 25 days following that date that such appeal is finally resolved.

3 If, after the Court enters a Final Approval Order, Defendant fails to timely pay the
4 amount required to satisfy its payment obligation under this Stipulation, Representative
5 Plaintiffs, at their option, may either (1) declare the Settlement terminated, in which case, the
6 Parties agree that the Court will nullify the Final Approval Order and Judgment and Plaintiffs
7 may continue to prosecute their claims against Defendant, or (2) seek to collect all amounts
8 owed under the Final Approval Order and Judgment against Defendant.

9 **O. Payments to Class Counsel, the Representative Plaintiffs, the LWDA and**
10 **the Settlement Administrator**

11 Subject to Court approval, within ten (10) days of Defendant's deposit of the Gross
12 Settlement Amount with the Settlement Administrator, the Settlement Administrator shall
13 make payment from the QSF to: (1) Class Counsel, for Class Counsel's Attorneys' Fees and
14 Class Counsel's Costs, as by the Court; (2) the Representative Plaintiffs for the Service and
15 Release Awards approved by the Court; (3) to the LWDA for the LWDA Amount, as approved
16 by the Court; and (4) to the Settlement Administrator for the Settlement Administration Costs,
17 as approved by the Court. These payments will be reported on an IRS Form 1099.

18 **P. Un-cashed/Un-deposited Settlement Payment Checks**

19 If any Settlement Class Member's settlement payment check has not been cashed or
20 deposited within sixty (60) days after disbursement, the Settlement Administrator shall
21 attempt to contact each individual to advise them to cash their checks, and to offer to replace
22 any checks reported as either lost or stolen. In attempting to contact such persons, the
23 Settlement Administrator will send notices by mail to the individuals' last known addresses
24 (as provided by Defendant) after first checking those addresses against the NCOA database
25 and skip tracing and by telephoning such persons, in the event that Defendant provides
26 telephone numbers for such persons.

27 If a Class Member's check is not cashed within 180 days, the check will be void and
28 a stop payment order may be placed on the check. In such event, the Settlement nevertheless

1 will be binding upon the Settlement Class Member. The funds represented by all uncashed
2 settlement checks will be transmitted by the Settlement Administrator to the California State
3 Controller as unclaimed property in the name of the individual Settlement Class Member.

4 **Q. Class Counsel Attorneys' Fees and Costs**

5 Defendant will not oppose Class Counsel's application for an award of attorneys' fees
6 of up to seven hundred thirty three thousand three hundred and thirty three dollars (\$733,333),
7 which is one-third of the Gross Settlement Amount.

8 Defendant will not oppose Class Counsel's application for an award of their reasonable
9 litigation expenses and costs in an amount not to exceed \$15,000.

10 Class Counsel's Attorney's Fees and Class Counsel's Costs, as awarded by the Court,
11 shall be paid from the Gross Settlement Amount.

12 To the extent the Court does not approve any or the entire amount of Class Counsel's
13 Attorney's Fees or Class Counsel's Costs, it shall not affect the terms of the Parties' settlement
14 and any such unapproved amounts shall remain part of the Gross Settlement Amount and shall
15 be distributed in accordance with the provisions of this Stipulation. Approval of the Settlement
16 by the Court shall not be contingent on approval of the amounts of Class Counsel's Attorney's
17 Fees or Class Counsel's Costs requested by Class Counsel.

18 Upon the payment of the Court-approved amount of Class Counsel's Attorneys' Fees
19 and Class Counsel's Costs, and except as otherwise provided by this Stipulation, Class
20 Counsel waives any claim to costs and attorneys' fees and expenses against Defendant arising
21 from or related to the Action, including but not limited to claims based on the California Labor
22 Code, the California Code of Civil Procedure, or any other statute or law. Provided, however,
23 nothing in this Agreement shall prevent Class Counsel from seeking additional fees for
24 enforcing the terms of this Stipulation.

25 **R. Services and Release Award to Representative Plaintiffs**

26 The Representative Plaintiffs' Service and Release Awards, as approved by the Court,
27 shall be paid from the Gross Settlement Amount.

28

1 The Representative Plaintiffs shall be responsible for all portions of federal, state, and
2 local tax liabilities that may result from the payment of the Service and Release Awards and
3 agree that Defendant shall bear no responsibility for any such tax liabilities.

4 To the extent the Court does not approve any or all of the amount of the Service and
5 Release Awards sought by the Representative Plaintiffs, any amounts not awarded by the
6 Court will remain part of the Gross Settlement Amount and will be distributed in accordance
7 with the terms of this Stipulation and the Parties agree that the settlement shall remain binding
8 with such modification(s) and its terms will otherwise be unchanged.

9 **S. Taxes**

10 **1. Withholding and Reporting Requirements**

11 The Settlement Administrator shall be responsible for ensuring that all taxes required
12 to be withheld from the wage portions of each Settlement Class Member's individual
13 settlement payment, along with the Employer's Withholding Share, are timely paid to the
14 appropriate tax authorities. The Settlement Administrator's responsibilities in this regard will
15 also include the following: (a) filing all Federal, state, and local employment tax returns, tax
16 withholding returns, and any other tax returns associated with the taxes, (b) timely and proper
17 filing of all required Federal, state, and local information returns (e.g., 1099s, W-2s, etc.) with
18 the appropriate taxing authorities, and (c) completion of any other steps necessary for
19 compliance with any tax obligations of the settlement fund under Federal, state and/or local
20 law. To verify the Settlement Administrator's compliance with the foregoing withholding and
21 reporting requirements, as soon as administratively practicable, the Settlement Administrator
22 shall furnish Class Counsel and Defendant's Counsel with copies of all filed tax returns and
23 information returns (including all 1099 and W-2 information returns), and a final accounting
24 adequate to demonstrate full compliance with all tax withholding, payment and reporting
25 obligations.

26 **2. Circular 230 Disclaimer**

27 Each party to this Agreement (for purposes of this section, the "Acknowledging
28 Party"; and each party to this Agreement other than the Acknowledging Party, and "Other

1 Party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written
2 communication or disclosure between or among the Parties or their attorneys and other
3 advisers, is or was intended to be, nor shall any such communication or disclosure constitute
4 or be construed or be relied upon as, tax advice within the meaning of United States Treasury
5 Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has
6 relied exclusively upon his, her, or its own, independent legal and tax advisers for advice
7 (including tax advice) in connection with this Agreement, (b) has not entered into this
8 Agreement based upon the recommendation of any other party or any attorney or advisor to
9 any other party, and (c) is not entitled to rely upon any communication or disclosure by any
10 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
11 Acknowledging Party; and (3) no attorney or adviser to any other party has imposed any
12 limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies
13 (regardless of whether such limitation is legally binding) upon disclosure by the
14 Acknowledging Party of the tax treatment or tax structure of any transaction, including any
15 transaction contemplated by this Agreement.

16 **V. LIMITATIONS ON USE OF THIS SETTLEMENT**

17 **A. No Admission of Liability**

18 Neither the acceptance nor the performance by Defendant of the terms of this
19 Stipulation nor any of the related negotiations or proceedings is or shall be claimed to be,
20 construed as, or deemed a precedent or an admission by Defendant of the truth or merit of any
21 allegations in the original Complaint, First Amended Complaint and/or Second Amended
22 Complaint, or that they have any liability to the Representative Plaintiffs or the Class
23 Members on their claims. Defendant denies that it has engaged in any unlawful activity, has
24 failed to comply with the law in any respect, or has any liability to anyone under the claims
25 asserted in the Action. This Agreement is entered into solely for the purpose of compromising
26 highly disputed claims.

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1 **B. Nullification**

2 In the event that the Court does not approve the Settlement in accordance with this
3 Stipulation, the Parties agree to negotiate in good faith to resolve any issues raised by the
4 Court and amend this Stipulation to obtain Court approval of the Settlement. However, if,
5 after a good faith effort to resolve any issues, the Court for any reason does not approve this
6 Settlement, this Stipulation shall be null and void and all Parties to this Settlement shall stand
7 in the same position, without prejudice, as if the Settlement had been neither entered into nor
8 filed with the Court.

9 **VI. RELEASE**

10 It is the desire of the Representative Plaintiffs, Class Members (except those who
11 exclude themselves from the Settlement), and Defendant to fully, finally, and forever settle,
12 compromise, and discharge the Released Claims. Upon entry of the Final Approval Order
13 and Defendant’s payment of the Gross Settlement Amount and Employer’s Withholding
14 Share, and except as to such rights or claims as may be created by this Settlement Agreement,
15 the Settlement Class Members, on behalf of themselves, and each of their heirs,
16 representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation
17 of the final judgment shall have, fully released and discharged the Released Parties from any
18 and all Released Claims that accrued during the Class Period.

19 **VII. RELEASES AND COVENANTS BY THE REPRESENTATIVE**
20 **PLAINTIFFS**

21 Upon entry of the Final Approval Order and Defendant’s payment of the Gross
22 Settlement Amount and Employer’s Withholding Share, and except as to such rights or claims
23 as may be created by this Settlement Agreement, the Representative Plaintiffs fully release
24 and forever discharge the Released Parties and any individual or entity that could be jointly
25 liable with Defendant, from any and all claims, causes of action, damages, wages, benefits,
26 expenses, penalties, debts, liabilities, demands, obligations, attorney’s fees, costs, and any
27 other form of relief or remedy in law, equity, or whatever kind or nature, whether known or
28 unknown, suspected or unsuspected, exclusive only of any workers compensation claims or

1 any other claims which cannot be released as a matter of law, including but not limited to (1)
2 all Released Claims, (2) the Action and any claims arising out of or related to the Action, (3)
3 any claims under federal, state or local law for or relating to wages, benefits, compensation,
4 vacation or other paid time off, and claims for liquidated damages, penalties, or costs and fees
5 associated therewith, (4) wrongful termination, discrimination, harassment, and/or retaliation,
6 (5) any act, omission, or occurrence or claim arising out of or related to the Action or
7 Plaintiffs' employment or termination thereof with Defendant taking place on or before the
8 Effective Date of the Settlement, and (6) and any other form of relief or remedy of any kind,
9 nature, or description whatsoever, whether premised on statute, contract, tort, or other theory
10 of liability under state, federal, or local law. Provided, however, this release shall not include
11 any claims for workers' compensation benefits.

12 The Representative Plaintiffs hereby agree that, notwithstanding section 1542 of the
13 California Civil Code ("Section 1542"), all claims that the Representative Plaintiffs may have,
14 known or unknown, suspected or unsuspected, are hereby released as of the Effective Date.
15 Section 1542 provides:

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

21 The Representative Plaintiffs expressly waive the provisions of Section 1542 with full
22 knowledge and with the specific intent to release all known or unknown, suspected or
23 unsuspected, claims arising on or before the Effective Date of the Settlement, and therefore
24 specifically waive the provisions of any statute, rule, decision, or other source of law of the
25 United States or of any state of the United States or any subdivision of a state which prevents
26 release of unknown claims.

27 **VIII. PUBLICITY**

28 Pending the filing of Plaintiffs' motion for preliminary approval of this Settlement, the
parties agree to keep the terms of this settlement confidential. Any communication about the
Settlement to Class Members prior to filing Plaintiffs' motion for preliminary approval will

1 be limited to a statement that a settlement has been reached and the details will be
2 communicated in a forthcoming Court approved notice.

3 **IX. MISCELLANEOUS PROVISIONS**

4 **A. Amendments**

5 This Settlement Agreement may only be modified or changed by a writing signed by
6 the Parties hereto or by their counsel.

7 **B. Integrated Agreement**

8 After this Stipulation is signed and delivered by all Parties to the Action and their
9 counsel, this Stipulation and its exhibits will constitute the entire agreement between the
10 Parties to the Action relating to the Settlement, and it will then be deemed that no oral
11 representations, warranties, covenants, or inducements have been made to any Party
12 concerning this Stipulation or its exhibits other than the representations, warranties,
13 covenants, and inducements expressly stated in this Stipulation and its exhibits.

14 **C. No Inducements**

15 The Parties acknowledge that they are entering into this Agreement as a free and
16 voluntary act without duress or undue pressure or influence of any kind or nature whatsoever
17 and that neither Plaintiffs nor Defendant have relied on any promises, representations, or
18 warranties regarding the subject matter hereof other than as set forth in this Stipulation.

19 **D. No Prior Assignment**

20 The Parties hereto represent, covenant, and warrant that they have not directly or
21 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
22 any person or entity any portion of any liability, claim, demand, action, cause of action, or
23 rights herein released and discharged except as set forth herein.

24 **E. No Retaliation or Advice**

25 Defendant agrees not to retaliate against any Class Member, and Defendant will not
26 induce or offer any advice to any current or former employee to opt out of, or object to, the
27 Settlement.

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F. Attorney’s Fees

To the extent that any Party institutes any legal action, arbitration, or other proceeding to enforce the terms of the Settlement, the prevailing Party will be entitled to recover their reasonable attorneys’ fees and costs from the other Party or Parties.

G. Applicable Law

All terms and conditions of this Stipulation and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

H. Entry of Judgment Pursuant to Terms of Settlement

The Parties agree that upon the Settlement of this case, the Court may enter judgment pursuant to the terms of this Settlement and the Court will retain jurisdiction over the Parties to enforce the Settlement until performance in full of the terms of the Settlement.

I. Notices

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or by first class mail to Class Counsel or Defendants’ Counsel at their respective addresses as set forth at the beginning of this Agreement or at any new address as to which counsel have advised the Court and the other Parties.

J. Binding on Successors

This Agreement shall be binding and shall inure to the benefit of the Parties to the Action and their respective successors, assigns, executors, administrators, heirs, and legal representatives.

K. Counterparts

This Stipulation, and any amendments hereto, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute the same instrument.

L. Warranties and Representations

With respect to themselves, each of the Parties to this Action and or their agent or

1 counsel represents, covenants, and warrants that they have full power and authority to enter
2 into and consummate all transactions contemplated by this Stipulation and have duly
3 authorized the execution, delivery, and performance of this Stipulation.

4 **M. Representation by Counsel**

5 The Parties to this Action acknowledge that they have been represented by counsel
6 throughout all negotiations that preceded the execution of this Stipulation, and that this
7 Stipulation has been executed with the consent and advice of counsel.

8 **N. Signatories**

9 It is agreed that because the Class Members are so numerous, it is impossible or
10 impractical to have each Class Member execute this Stipulation. The Notice of Settlement
11 will advise all Class Members of the binding nature of the release, and the release shall have
12 the same force and effect as if this Stipulation was executed by each member of the Settlement
13 Class.

14 BY SIGNING BELOW, THE PARTIES AGREE TO THIS STIPULATION AND ITS
15 TERMS:

16 Dated: December 18, 2019

Theresa Maravilla
Theresa Maravilla (Dec 18, 2019)
Maria T. Maravilla

18 Dated: December __, 2019

Maria A. Vasquez

20 Dated: December __, 2019

Lisa Gillmann

23 Dated: December __, 2019

Motion Picture and Television Fund

24 By: _____

25 Its: _____

1 counsel represents, covenants, and warrants that they have full power and authority to enter
2 into and consummate all transactions contemplated by this Stipulation and have duly
3 authorized the execution, delivery, and performance of this Stipulation.

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5 The Parties to this Action acknowledge that they have been represented by counsel
6 throughout all negotiations that preceded the execution of this Stipulation, and that this
7 Stipulation has been executed with the consent and advice of counsel.

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10 impractical to have each Class Member execute this Stipulation. The Notice of Settlement
11 will advise all Class Members of the binding nature of the release, and the release shall have
12 the same force and effect as if this Stipulation was executed by each member of the Settlement
13 Class.

14 BY SIGNING BELOW, THE PARTIES AGREE TO THIS STIPULATION AND ITS
15 TERMS:

16 Dated: December __, 2019

17 _____
18 Maria T. Maravilla

19 Dated: December __, 2019

20 _____
21 Maria A. Vasquez

22 Dated: December 18, 2019

23 
24 _____
25 Lisa Gillmann (Dec 18, 2019)
26 Lisa Gillmann

27 Dated: December __, 2019

28 Motion Picture and Television Fund

By: _____

Its: _____

1 counsel represents, covenants, and warrants that they have full power and authority to enter
2 into and consummate all transactions contemplated by this Stipulation and have duly
3 authorized the execution, delivery, and performance of this Stipulation.

4 **M. Representation by Counsel**

5 The Parties to this Action acknowledge that they have been represented by counsel
6 throughout all negotiations that preceded the execution of this Stipulation, and that this
7 Stipulation has been executed with the consent and advice of counsel.

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9 It is agreed that because the Class Members are so numerous, it is impossible or
10 impractical to have each Class Member execute this Stipulation. The Notice of Settlement
11 will advise all Class Members of the binding nature of the release, and the release shall have
12 the same force and effect as if this Stipulation was executed by each member of the Settlement
13 Class.

14 BY SIGNING BELOW, THE PARTIES AGREE TO THIS STIPULATION AND ITS
15 TERMS:

16
17 Dated: December __, 2019

Maria T. Maravilla

18 Dated: December 18, 2019

maria a. Vasquez

Maria A. Vasquez

19
20 Dated: December __, 2019

Lisa Gillmann

21
22
23 Dated: December __, 2019

Motion Picture and Television Fund
By: _____
Its: _____

1 counsel represents, covenants, and warrants that they have full power and authority to enter
2 into and consummate all transactions contemplated by this Stipulation and have duly
3 authorized the execution, delivery, and performance of this Stipulation.

4 **M. Representation by Counsel**

5 The Parties to this Action acknowledge that they have been represented by counsel
6 throughout all negotiations that preceded the execution of this Stipulation, and that this
7 Stipulation has been executed with the consent and advice of counsel.

8 **N. Signatories**

9 It is agreed that because the Class Members are so numerous, it is impossible or
10 impractical to have each Class Member execute this Stipulation. The Notice of Settlement
11 will advise all Class Members of the binding nature of the release, and the release shall have
12 the same force and effect as if this Stipulation was executed by each member of the Settlement
13 Class.

14 BY SIGNING BELOW, THE PARTIES AGREE TO THIS STIPULATION AND ITS
15 TERMS:

16 Dated: December __, 2019

Maria T. Maravilla

18 Dated: December __, 2019

Maria A. Vasquez

20 Dated: December __, 2019

Lisa Gillmann

22
23 Dated: December 16, 2019

Motion Picture and Television Fund

24 By:  _____

25 Its: Vice President, Legal Affairs

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27
28

Exhibit A

If you have been employed by Motion Picture and Television Fund, you may be entitled to receive money from a class action settlement.

*The Los Angeles County Superior Court authorized this notice.
This is not a solicitation from a lawyer.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Court has preliminarily approved a proposed settlement in a class action filed on behalf of all non-exempt employees of Defendant Motion Picture and Television Fund (“Defendant” or “MPTF”) who worked for Defendant in California from January 17, 2014 through **[earlier of preliminary approval or December 28, 2019]**. A hearing to determine whether the settlement should receive the Court’s final approval will be held on _____ at _____.m. in Department SSC-10 of the Los Angeles County Superior Court, which is located at 312 N. Spring Street, Los Angeles, CA 90012.

This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in section 9, below) no later than [45 days from mailing] otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against MPTF, as described in section 8 of this Notice.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by Defendant’s records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are all non-exempt California employees of MPTF, who worked for MPTF at any time from January 17, 2014 through **[earlier of preliminary approval or December 28, 2019]**. You are receiving this notice because, according to MPTF’s records, you are eligible to participate in the settlement.

3. DESCRIPTION OF THE ACTION

Three former employees of MPTF are Plaintiffs in a class action filed against MPTF in the Los Angeles County Superior Court. The case is called *Maravilla v. Motion Picture and Television Fund*, Case No. BC 690494 (the “Action”). The Action alleges that Plaintiffs and other non-exempt employees of Defendant were not paid for all of their work, were not paid all overtime wages owed, were not provided with compliant meal and rest breaks, were not provided compliant wage statements, were not paid all amounts due at separation, and were not paid for all accrued vacation pay at termination. Based on these facts and others, Plaintiffs’ Second Amended Complaint alleges causes of action for: (1) failure to pay overtime; (2) failure to provide meal and rest breaks; (3) failure to provide accurate wage statements; (4) failure to pay all wages owed at termination; (5) failure to pay accrued vacation at termination; (6) violation of the Unfair Practices Act; and (7) recovery of civil penalties under the California Labor Code Private Attorneys’ General Act (“PAGA”), California Labor Code sections 2698-2699.5.

Defendant denies all of Plaintiffs’ allegations and denies any wrongdoing. Among other things, Defendant contends that all employees have been properly compensated and that Defendant complied with all applicable California labor laws.

The Court has made no ruling on the merits of the alleged claims or the defenses asserted by Defendant. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for _____, 20__ at _____.m. (the “Final Approval Hearing”).

FOR MORE INFORMATION CALL 1-800-_____.

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing Plaintiffs and the class (“Class Counsel”) are:

Aaron C. Gundzik Rebecca Gundzik Gartenberg Gelfand Hayton LLP 15260 Ventura Blvd., Suite 1920 Sherman Oaks, CA 91403 Telephone: (213) 542-2100 Facsimile: (213) 542-2101	Daniel M. Holzman Caskey & Holzman 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 Telephone: (818) 657-1070 Facsimile: (818) 297-1775
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Attorneys representing Defendant are:

Douglas R. Hart Sheryl K. Horwitz Morgan, Lewis & Bockius LLP 300 S. Grand Ave., Twenty-Second Floor Los Angeles, CA 90071-3132 Telephone: (213) 612-2500 Facsimile: (213) 612-2501	
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5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action Settlement (“Settlement Agreement”), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from Class Counsel (see contact information in Section 4 above) or review it on the following website: www._____.

Defendant has agreed to pay \$2,200,000.00 to settle any and all obligations for the claims alleged in the lawsuit. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys’ fees and costs, service and release awards to the Plaintiffs, and funds owed to the state of California in settlement of penalties. All of these payments will be deducted from the Gross Settlement Amount. The remaining amount (called the Net Settlement Amount) will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys’ Fees and Costs: Class Counsel has worked on this matter without compensation and have advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$733,333 to compensate them for their work on the case, plus their reasonable costs and expenses incurred in the litigation not to exceed \$15,000. Subject to court approval, the attorneys’ fees and costs will be deducted from the Gross Settlement Amount.

(b) Service and Release Awards: The three Plaintiffs are requesting service and release awards of \$10,000 each for a total of \$30,000, in addition to the amounts they will receive as members of the class, to compensate them for undergoing the burden and expense of prosecuting the action and for the broader release of claims they are required to provide to Defendant. Subject to court approval, the service and release awards will be deducted from the Gross Settlement Amount.

(c) Settlement Administration Costs: The Settlement Administrator, Phoenix Settlement Administrators, has advised the parties that the settlement administration costs will not exceed \$12,000. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) Payment to State of California: A total of \$50,000 of the Gross Settlement Amount will be allocated to settle allegations that Defendant owes penalties to the state for alleged violations of the California Labor Code. Of this amount, \$37,500 (75%) will be paid to the California Labor & Workforce Development Agency (“LWDA”). Subject to court approval, the \$37,500 payment to the LWDA will also be deducted from the Gross Settlement Amount. The other 25%, which is \$12,500, will be distributed to class members as part of the Net Settlement Amount discussed below.

(e) Payments to Settlement Class Members: The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class

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Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all Settlement Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount. A qualifying workweek is a full or partial week that a class member worked for MPTF during the Class Period.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to Defendant's records, you worked a total of ___ qualifying workweeks during the Class Period. Under the settlement, you will receive approximately \$_____. This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, service and release awards to Plaintiffs, payment to the LWDA, and disputes by other class members regarding their qualifying workweeks during the Class Period. **To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.**

7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise it will be voided and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name and you will need to contact that agency to obtain your funds. For tax purposes, one-third of your settlement payment shall be attributed to wages and reported on a W-2 form; the remaining two-thirds will be attributed to interest and penalties. The amount of interest and penalties will be reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

8. RELEASE OF CLAIMS

Unless you submit a valid Request for Exclusion (described below in section 9), you will release Motion Picture and Television Fund and its past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from all causes of action and factual or legal theories that were alleged in the Complaint or arise from facts alleged in the Complaint, including all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief. The claims that you will be releasing by participating in the settlement include claims for (1) failure to pay overtime; (2) failure to provide meal and rest breaks; (3) failure to provide accurate wage statements; (4) failure to pay all wages owed at termination; and (5) failure to pay accrued vacation at termination. The release only effects claims that arose at any time January 17, 2014 through **[earlier of preliminary approval or December 28, 2019]**. Claims and damages that were not alleged in the Complaint (or any subsequent operative Complaint) and do not arise from the facts alleged in the Complaint are specifically excluded from the release.

9. YOUR OPTIONS

As a member of the settlement class you have four options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) You Can Do Nothing.

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8 above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

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(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.

You can contest the number of qualifying workweeks attributed to you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Maravilla v. Motion Picture and Television Fund*, Case No. BC 690494). You must provide written documentation supporting the number of workweeks you believe that you worked; otherwise, the number listed above will be presumed correct. You must postmark your written statement no later than **[45 days from mailing]**. The Settlement Administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will mail you its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is **[45 days from mailing]**. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case number (*Maravilla v. Motion Picture and Television Fund*, Case No. BC 690494), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before **[45 days from mailing]**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8 above; however, you will not receive any money under the settlement. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against Defendant.

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

(d) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objections to the Settlement Administrator at the address specified in Section 11 below. The deadline to postmark your objections is **[45 days from mailing]**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Maravilla v. Motion Picture and Television Fund*, Case No. BC 690494).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release awards to the Plaintiffs, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on _____, 20__ at __ __.m., in Department SSC-10 of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time.

11. NON-RETALIATION

Defendant will not retaliate or take any adverse action against a class member for participating in the settlement.

FOR MORE INFORMATION CALL 1-800-_____.

12. ADDITIONAL INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012. You may also review the settlement agreement and other documents on-line at www.____ or you may contact the Settlement Administrator as follows:

Phoenix Settlement Administrators

Telephone: _____

Facsimile: _____

Email: _____

Website: _____

You may also contact Class Counsel at the address and telephone number provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

FOR MORE INFORMATION CALL 1-800-_____.