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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES**

16 FRANK POLITELLI, individually and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 MESQUITE PRODUCTIONS, INC., a
21 California Corporation; and DOE 1 through
22 and including DOE 10,

23 Defendants.

Case No. 22STCV31536

*Assigned to the Hon. Carolyn B. Kuhl
Dept: 12*

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: July 25, 2023
Time: 10:30 a.m.
Place: Dept. 12
Spring Street Courthouse
312 N. Spring Street
Los Angeles, CA 90012

Complaint Filed: September 27, 2022

FILED
Superior Court of California
County of Los Angeles

07/25/2023

David W. Slayton, Executive Officer / Clerk of Court

By: L. MGreené Deputy

**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

IT IS HEREBY ORDERED:

The Unopposed Motion for Final Approval of Class Action Settlement came on for hearing before this Court, the Honorable Carolyn B. Kuhl presiding, on July 25, 2023. The Court, having considered the papers submitted in support of the Motion and having heard oral argument of the Parties, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all members of the Settlement Class. The Court grants final approval of the settlement based upon the terms set forth in the “Class Action and PAGA Settlement Agreement” (the “Settlement Agreement”). Capitalized terms in this Order shall have the definitions set forth in the Settlement Agreement.

2. The Court hereby certifies a Settlement Class as defined in the Settlement Agreement pursuant to the terms and conditions of the Settlement Agreement and solely for the purposes set forth therein. The Settlement Class is defined as:

All below-the-line production employees payrolled through Entertainment Partners who worked on Season 1 of the production of *The Afterparty* (the “Production”) between August 1, 2020 and March 31, 2021 (the “Release Period”), and received a final check dated after the anticipated payday.

Excluded from the Settlement Class are all Persons who properly and timely elect to opt out.

3. The Court hereby determines that the settlement set forth in the Settlement Agreement falls within the range of reasonableness and appears to be valid. There were no opt outs and no objections raised at the final settlement hearing. It appears to the Court that substantial investigation and research have been conducted such that counsel for the Parties are reasonably able to evaluate their respective positions. It further appears to the Court that settlement will avoid substantial additional costs by all Parties, as well as the delay and risk that would be presented by further prosecution of the Action. It further appears to the Court that the proposed settlement that has been reached is the result of intensive, serious, non-collusive, arm’s-length negotiations.

4. The Court approves, as to form and content, the form of Class Notice. The Court finds that these documents fairly and adequately apprise Settlement Class Members of their rights under the

1 Settlement. The Court determines that the Parties complied with the distribution of the Class Notice to
2 the Settlement Class in the manner and form set forth in the Preliminary Approval Order, and that the
3 Class Notice provided to the Settlement Class was the best notice practicable under the circumstances
4 and constituted due and sufficient notice to all persons entitled to such notice. The procedures required
5 by the Preliminary Approval Order have been carried out and satisfy due process requirements such that
6 all absent Settlement Class Members have been given the opportunity to participate fully in the claims
7 exclusion and the approval process.

8 5. The Court finds that the Settlement Administrator (Phoenix Class Action Administration
9 Solutions) mailed the Class Notice, in English, to all Settlement Class Members via First Class U.S. mail
10 in accordance with the Order Granting Preliminary Approval. The Settlement Class Members had sixty
11 (60) days to request exclusion or object to the Amended Class Settlement Agreement by the method set
12 out in the Settlement. The Court finds that this procedure meets the requirements of due process and
13 provided the best notice practicable under the circumstances, and constituted due and sufficient notice to
14 all persons entitled thereto.

15 6. Pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California Rules
16 of Court, the Court grants final approval of the Settlement as set forth in the Settlement Agreement. For
17 settlement purposes only, the Court finds that Alan Harris and David Garrett of Harris & Ruble have
18 adequately represented the Class and are appointed as Class Counsel solely for the purposes set forth in
19 the Settlement Agreement.

20 7. For settlement purposes only, the Court finds that Plaintiff Frank Politelli (“Plaintiff”) is
21 an adequate representative of the Settlement Class and appoints him as such.

22 8. The Court has reviewed all documentation submitted in conjunction with the request for
23 Enhancement Awards for Plaintiff for his efforts in bringing and prosecuting this case, the financial risk
24 undertaken in bringing the Action, recognizing the scope of the release, and to acknowledge Plaintiff’s
25 willingness to act as a private attorney general. Applying these standards to the instant motion, the
26 Court approves a class representative enhancement award in the amount of \$ Áí ~~€€€€€~~ to Plaintiff
27 Frank Politelli, which the Court determines to be fair and reasonable.
28

1 9. Counsel for Plaintiff seeks an award of \$33,333 in attorneys’ fees and reimbursement of
2 costs not to exceed \$5,000. The Court awards \$ H F E E E E E in attorneys’ fees and
3 \$ G E I F E H in actual costs to Class Counsel, which the Court determines to be fair and
4 reasonable. The Court finds that the forgoing award reflects reasonable payment for the efforts of
5 counsel in prosecuting this class action, and that the costs and expenses reimbursed represent those costs
6 and expenses actually and reasonably incurred in prosecuting the case. Upon entry of this Order, the
7 Court hereby authorizes the Settlement Administrator to make payment to Harris & Ruble as set forth in
8 the Settlement Agreement. Ø | c @ : É @ A ^ A e a a / A a] | [| a e / S A a @ A ^ A ^ ^ A a c a ^ a A | A @ A a • È

9 10. The Court hereby approves a net payment of \$7,500 to California’s Labor and Workforce
10 Development Agency (“LWDA”) to pay all applicable penalties under the Labor Code’s Private
11 Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2699, 2699.3, and 2699.5.

12 11. The Court hereby approves a payment of \$4,500 to Phoenix Class Action Administration
13 Solutions for services as Settlement Administrator.

14 12. The Court directs the Parties to effectuate the Settlement according to the terms of the
15 Settlement Agreement, including payment to Class Members in accordance with the terms of the
16 Settlement Agreement. All settlement checks sent to Participating Class Members and not cashed
17 within one hundred eighty (180) calendar days of issuance shall be canceled. All settlement checks sent
18 to Participating Class Members and not cashed within one hundred eighty (180) calendar days of
19 issuance shall be sent to the California State Controller’s Office: Unclaimed Property Fund.

20 13. Pursuant to California Rule of Court, Rule 3.769(h), and without affecting the finality of
21 this Judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the Judgment.
22 Pursuant to Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court
23 and without affecting the finality of this Judgment, the Court reserves exclusive and continuing
24 jurisdiction over this Action, Plaintiff, the Class Members, and Defendant for the purposes of
25 supervising:

- 26 (a) the implementation, enforcement, construction, and interpretation of the Settlement
27 Agreement, the Order Granting Preliminary Approval of Class Action Settlement, the plan of
28 allocation, the Order Granting Final Approval of Class Action Settlement, and the Judgment;

- 1 (b) distribution of amounts paid under the Settlement; and
2 (c) final declaration regarding total amount actually paid to the Class Members.

3 14. The Court orders ~~Class Counsel~~ to file a final report by ~~November 24, 2023~~, summarizing
4 all distributions made to the Class Members, supported by a declaration. Code Civ. Proc., § 384, subd.
5 (b). The non-appearance case review for the final report shall be set for ~~December 1, 2023~~, or a date
6 that the Court deems proper. The final report shall be in the form of a declaration from the Settlement
7 Administrator or other declarant with personal knowledge of the facts, and shall describe (i) the date the
8 checks were mailed, (ii) the total number of checks mailed to Class Members, (iii) the average amount
9 of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed
10 checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition
11 of those unclaimed funds.

12 15. The Parties shall bear all their own costs and attorneys' fees, except as otherwise set forth
13 in the Settlement Agreement or this Judgment.

14 16. Notice of this Judgment and of Entry of this Judgment which states that "[o]n [date of
15 entry of Judgment], 2023, the Court entered Judgment in this Class Action Settlement. The Court's
16 Judgment Re Class Action Settlement is attached." shall be effectuated by: (a) serving it on the
17 Settlement Class through service upon Defendant's counsel by Class Counsel, and (b) posting it on the
18 Claims Administrator's website. Cal. Rules of Court, rule 3.771(b)).

19 17. There were no opt outs from the Settlement.

20
21 **IT IS SO ORDERED.**

22 DATED: 07/25/2023



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

JUDGE, CALIFORNIA SUPERIOR COURT

1 **PROOF OF SERVICE**

2 I am attorney for the plaintiff herein, over the age of eighteen years, and not a party to the within action.
3 My business address is Harris & Ruble, 655 North Central Avenue, 17th Floor, Glendale, CA 91203. On
4 June 28, 2023, I served the within document(s):

5 **[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION
6 SETTLEMENT**

7 Electronic Service: Based on a court order, I cause the above-entitled document(s) to be served
8 through Case Anywhere addressed to all parties appearing on the electronic service list for the above-
9 entitled case and on the interested parties in this case:

10 Emma Luevano EYL@msk.com
11 Mitchell Silberberg & Knupp LLP
12 2049 Century Park East, 18th Floor
13 Los Angeles, CA 90067

14 I declare under penalty of perjury that the above is true and correct. Executed on June 28, 2023, at Los
15 Angeles, California.

16 */s/ David Garrett* _____
17 David Garrett