

03/01/2021

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By: J. Marquez Deputy

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Attorneys for Plaintiff,
ROBIN HUMBERT

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

Robin Humbert, on behalf aggrieved employees
pursuant to the Private Attorneys General Act
("PAGA")

Plaintiff,

vs.

Entertainment One Reality Productions, Inc., a
California Corporation; Entertainment One
Television USA, Inc., a California Corporation;
and DOES 1-50, Inclusive

Defendants.

Case No. 20STCV38054

*[Assigned for all purposes to Honorable Judge
Mel Red Recana – Dept. 45]*

~~[PROPOSED]~~ **ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT AND
REASONABLE ATTORNEYS' FEES, COSTS**

Date: March 1, 2021
Time: 8:30 AM
Dept: 45

RESERVATION ID: 323525178253

Complaint filed: October 5, 2020
Trial Date: Not set

1 This matter came on regularly for hearing before this Court on March 1, 2021 at 8:30 a.m.
2 Having considered Plaintiff Robin Humbert ("Plaintiff") and Defendants Entertainment One Reality
3 Production, Inc., and Entertainment One Television USA, Inc.'s ("Defendants") (Plaintiff and
4 Defendants collectively, the "Parties") Private Attorneys' General Act Settlement & Release
5 Agreement ("Settlement" or "Settlement Agreement"), the documents and evidence presented in
6 support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks
7 of further prosecution, the substantial benefits to be received by the State of California and the
8 Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and adequate nature of the
9 settlement obtained as a result of good faith arm's-length negotiations between the Parties, the Court
10 hereby makes a final ruling that the Settlement is approved pursuant to Labor Code § 2699(1).

11 Good cause appearing therefore, the Court hereby GRANTS Plaintiff's Motion for Settlement
12 Approval of Claims Brought under the Private Attorneys General Act and Reasonable Attorneys' Fees,
13 Costs and ORDERS as follows:

14 1. The "Aggrieved Employees" shall be defined as: All current and former workers who
15 were classified as independent contractors and performed work in the positions of Line Producer,
16 Executive Producer, Supervising Producer, Field Producer, Story Producer, Co-Executive Producer,
17 Supervising Producer, Trade Out Producer, Editor, in association with the show 'Siesta Key,' for
18 Defendants during the PAGA Period

19 2. The "PAGA Period" means the time period from April 6, 2019 through July 21, 2020.

20 3. The Court hereby approves the Settlement as set forth in the Settlement as fair,
21 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to the terms of
22 the Settlement.

23 4. The Court hereby approves, as to form and content, the Notice of PAGA Settlement
24 and Release of Claims ("Notice of Settlement") attached to the Settlement as Exhibit A.

25 5. The Court hereby appoints Phoenix Class Action Administration Solutions ("Phoenix")
26 as Settlement Administrator.

27 6. The Court orders that Defendants shall pay the Gross Settlement Amount of
28 \$140,000.00 to Phoenix within fourteen (14) calendar days of the date of this Order.

1 7. The Court orders that Defendants shall provide Phoenix a list containing the Aggrieved
2 Employees' full name, last known mailing address, last known telephone number, start date(s) of
3 employment, end date(s) of employment, total pay periods worked, and Social Security numbers
4 within fourteen (14) calendar days of the date of this Order. The list will also contain the total of all
5 pay periods worked by Aggrieved Employees during the PAGA Period.

6 8. Phoenix is directed to mail the individual settlement payments and Notice of Settlement
7 to the Aggrieved Employees within 2 business days of receiving approval from Parties' counsel of the
8 anonymized spreadsheet containing the individual settlement payments to each Aggrieved Employee
9 and the data used to calculate said payments.

10 9. The Court finds that attorneys' fees in the amount of \$49,000.00 for Plaintiff's Counsel,
11 and reimbursement of litigation costs of \$1,678.48 to Plaintiff's Counsel are fair, reasonable, and
12 adequate, and orders that Phoenix distribute these payments to Plaintiff's Counsel as provided for in
13 the Settlement.

14 10. The Court orders that Phoenix shall be paid \$1,350.00 for all of its work done and to
15 be done until the completion of this matter and finds that sum appropriate.

16 11. The Court finds that the amount of \$65,978.64 representing 75% of the Net Settlement
17 Amount shall to be paid to the California Labor and Workforce Development Agency ("LWDA") as
18 provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to
19 the LWDA in accordance with the terms of the Settlement Agreement.

20 13. The Court approves the limited scope of the release. Following entry of this Order and
21 Final Judgment, all Aggrieved Employees will release Entertainment One Reality Production, Inc.,
22 Entertainment One Television USA, Inc. Creature Films, Inc., and GEP Talent Services, LLC
23 (collectively, the "Named Entities") and all of their past and present owners, officers, directors,
24 shareholders, employees, agents, assigns, attorneys, insurers, brands and concepts, parent companies,
25 subsidiaries, and affiliates, and their respective predecessors, successors, assigns, and any individual
26 or entity that could be jointly liable with the Named Entities (collectively, the "Released Parties") from
27 any and all claims for civil penalties recoverable under Labor Code §2699(a), (e), and (f) that were
28 alleged or could have been alleged against Defendants and any of the Released Parties arising out of

1 the facts, circumstances and primary rights at issue in the Complaint, including without limitation,
2 claims for civil penalties under PAGA (whether known or unknown) based on the following
3 underlying Labor Code violations: (a) failing to pay overtime wages for all overtime hours worked to
4 Plaintiff and similarly aggrieved employees in violation of Labor Code §§ 510, 1194, 1198; (b) failing
5 to provide all meal periods in violation of Labor Code §§ 226.7, 512; (c) failing to authorize and permit
6 all rest periods in violation of Labor Code §§ 226.7, 516, and 1198; (d) failing to pay Plaintiff and
7 other similarly aggrieved employees all final wages at end of their employments in violation of Labor
8 Code §§ 201-202; (e) failing to furnish Plaintiff and similarly aggrieved employees with complete,
9 accurate, itemized wage statements in violation of Labor Code §§ 226 and 226.3; (f) failing to pay
10 Plaintiff and similarly aggrieved employees all earned wages at least twice during each calendar month
11 in violation of Labor Code § 204; (g) willfully misclassifying Plaintiff and similarly aggrieved
12 employees as independent contractors in violation of Labor Code § 226.8; or any other claim that for
13 civil penalties that could have been plead under PAGA based on the facts, circumstances, and primary
14 rights at issue in the operative Complaint, that arose during the PAGA Period (“PAGA Released
15 Claims”). This release excludes the release of any claims for wages or other damages. This release
16 will become effective as of, and no earlier than the date that Defendants deliver the Gross Settlement
17 Amount to Phoenix.

18 14. Upon entry of this Final Order and Judgment, the Court permanently enjoins and
19 forever bars Plaintiff and the Aggrieved Employees from instituting or prosecuting any action against
20 the Released Persons which was resolved as part of the Settlement. Without affecting the finality of
21 this Final Order and Judgment in any way, the Court retains jurisdiction to enforce the terms of the
22 Settlement.

1 Plaintiff shall file a declaration confirming the final distribution of funds on or before
2 March 16, 2021.

3
4 **IT IS SO ORDERED.**

5 Dated: 03/01/2021
6



Mel Red Recana / Judge

HONORABLE JUDGE MEL RED RECANA
JUDGE OF THE SUPERIOR COURT



Make a Reservation

ROBIN HUMBERT vs ENTERTAINMENT ONE REALITY PRODUCTIONS, INC., A CALIFORNIA CORPORATION, et al.

Case Number: 20STCV38054 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2020-10-05 Location: Stanley Mosk Courthouse - Department 45

Reservation

Case Name:

ROBIN HUMBERT vs ENTERTAINMENT ONE REALITY PRODUCTIONS, INC., A CALIFORNIA CORPORATION, et al.

Case Number:

20STCV38054

Type:

Motion for Order (Approving Settlement Pursuant To The Private Attorney General Act)

Status:

RESERVED

Filing Party:

Robin Humbert (Plaintiff)

Location:

Stanley Mosk Courthouse - Department 45

Date/Time:

03/01/2021 8:30 AM

Number of Motions:

1

Reservation ID:

323525178253

Confirmation Code:

CR-AATWJVY5APH6RZLAB

Fees

Description	Fee	Qty	Amount
Motion for Order (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount:

\$61.65

Type:

Visa

Account Number:

XXXX2050

Authorization:

00783G

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