

KINGSLEY SZAMET & LY
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleylawyers.com
LIANE KATZENSTEIN LY, Esq. (SBN 259230)
liane@kingsleylawyers.com
JESSICA BULAON, Esq. (SBN 340749)
jessi@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300
Fax: (818) 990-2903

FILED
Superior Court of California
County of Los Angeles

06/14/2024

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

Attorneys for Plaintiff and the proposed class
(Additional counsel for Plaintiff on following page)

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

EMMANUEL WRIGHT, individually and on
behalf of all others similarly situated,

PLAINTIFF,

v.

HOME BOX OFFICE, INC.; PLANE
MEETS PAPER PRODUCTIONS, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV19636

[Case Assigned for All Purposes to Hon. Maren
E. Nelson in Dept. 17]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: June 14, 2024

Time: 9:00 AM

Dept.: 17

Complaint Filed: May 24, 2021

Trial Date: None Set

FRANK H. KIM, State Bar No. 264609
fkim@kim-legal.com

KIM LEGAL, APC

3435 Wilshire Blvd, Suite 2700

Los Angeles, CA 90010

Telephone: (323) 482-3300

Facsimile: (866) 652-7819

Attorneys for Plaintiff and the proposed class

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class and representative action lawsuit brought by Plaintiff
3 Emmanuel Wright (“Class Representative” or “Plaintiff”) against Defendant HOME BOX
4 OFFICE, INC.; PLANE MEETS PAPER PRODUCTIONS, LLC (“Defendant”). The Motion for
5 Final Approval of Class Action Settlement came before this Court, on June 14, 2024.

6 **WHEREAS**, Judge Maren E. Nelson granted preliminary approval of the Class Action and
7 PAGA Settlement Agreement (“Agreement”), attached to the concurrently-filed Declaration of
8 Liane Katzenstein Ly as Exhibit “1”, on February 27, 2024.

9 **WHEREAS**, Plaintiff Emmanuel Wright has applied to the Court for an order granting
10 final approval of the Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
12 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Liane
15 Katzenstein Ly, Emmanuel Wright; Frank H. Kim, and Jonathan Paul of Xpand Legal; and the
16 supporting documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Class Members and that the Court has
19 subject matter jurisdiction to approve the Agreement;

20 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Class Members and is hereby
24 finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Agreement according to its terms and provisions.

27 4. The Agreement is binding on Plaintiff and all other Class Members, except those
28 who timely and properly filed Request for Exclusion, as well as their heirs, executors and

administrators, successors and assigns.

5. There are zero (0) valid requests for exclusion.

6. There are no objectors to the Agreement.

7. It is ordered that the Class is certified for settlement purposes only. The Court finds that an ascertainable class exists and a well-defined community of interest exists in the questions of law and fact involved because in the context of the Agreement: (i) there are questions of law and fact common to the Class Members which, as to the Agreement and all related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the Class Members; and (iii) in negotiating, entering into and implementing the Agreement, Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest of the Class Members.

8. The Court finds that the Notice and notice methodology implemented pursuant to this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the California and United States Constitution (including the Due Process Clause), the California Rules of Court and any other applicable law.

9. The Class is hereby made final. The Class is defined as: "all non-exempt and non-union employees of Plane Meets Paper Productions and/or HBO who quarantined in California for the show Insecure from April 4, 2021 through April 9, 2021 or from May 19, 2021 through May 24, 2021, or both, and who did not enter into a release of their claims with Defendants for compensation. ("Settlement Class Members" or "Class".)

10. The "Class Settlement Period" is from April 4, 2021 through April 9, 2021 and from May 19, 2021 through May 24, 2021.

11. The Aggrieved Employees are hereby made final. The Aggrieved Employees are defined as: : "all non-exempt and non-union employees of Plane Meets Paper Productions and/or

1 HBO who quarantined in California for the show Insecure from April 4, 2021 through April 9,
2 2021 or from May 19, 2021 through May 24, 2021, or both.” (“Aggrieved Employees” or “PAGA
3 Members”.)

4 12. The “PAGA Settlement Period” is from April 4, 2021 to April 9, 2021 and from
5 May 19, 2021 through May 24, 2021.

6 13. The Agreement is not an admission by Defendant, nor is this Final Order a finding
7 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
8 the Agreement, nor any document referred to herein, nor any action taken to carry out the
9 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
10 wrongdoing on the part of Defendant.

11 14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Class
12 Member shall fully release and discharge the Released Parties pursuant to the following release
13 and expressly waive and relinquish any and all claims, rights or benefits that they may have under
14 California Civil Code § 1542, which provides:

15 “all claims, demands, liabilities, damages, attorney's fees, costs, and
16 penalties, relating to any and all facts and claims asserted in the
17 Fourth Amended Complaint or any other claims that could have
18 been asserted in the Fourth Amended Complaint based on the facts
19 alleged, including but not limited to claims arising from alleged
20 unpaid wages, minimum wages, regular wages, overtime wages,
21 meal and rest period violations, wage statement violations and
22 separation pay violations (collectively, the "Released Class
23 Claims") during the Class Settlement Period. Except as set forth in
24 Section 6.3 of this Agreement, Participating Class Members do not
25 release any other claims, including claims for vested benefits,
26 wrongful termination, violation of the Fair Employment and
27 Housing Act, unemployment insurance, disability, social security,
28 workers' compensation, or claims based on facts occurring outside
the Class Settlement Period.

15 15. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each
16 Aggrieved Employee shall fully release and discharge the Released Parties pursuant to the
17 following release and expressly waive and relinquish any and all claims, rights or benefits that
18 they may have under California Civil Code § 1542, which provides: “all claims for PAGA
19 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Settlement
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1 Period facts stated in the Fourth Amended Complaint and the PAGA Notice and ascertained in the
2 course of the Action including, any and all claims involving any alleged failure to pay unpaid
3 wages, minimum wages, regular wages, overtime wages, meal and rest period violations, wage
4 statement violations, separation pay violations; and PAGA penalties (collectively, the "Released
5 PAGA Claims") during the PAGA Settlement Period.”

6 16. Plaintiff and all Class Members who have not been timely and properly excluded
7 from the Class, and any person acting on their behalf, are permanently barred and enjoined from:
8 (i) filing, commencing, prosecuting, intervening in, participating in (as class members or
9 otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal
10 court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction
11 based on the Released Claims; and (ii) organizing such non-excluded Class Members into a
12 separate class for purposes of pursuing as a purported class action (including by seeking to amend
13 a pending complaint to include class allegations, or by seeking class certification in a pending
14 action) any lawsuit based on or relating to the Released Claims;

15 17. The Agreement provides that the Gross Settlement Amount is one hundred
16 thousand dollars and zero cents (\$100,000.00). The Net Settlement Amount shall be determined
17 according to the terms of the Agreement.

18 18. The Court orders the calculations and the payments to be made and administered in
19 accordance with the terms of the Agreement.

20 19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
21 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
22 Kingsley Szamet & Ly, formerly known as Kingsley & Kingsley, APC, and Kim Legal APC as
23 Class Counsel in the Action.

24 20. The Court hereby finds the unopposed application of Class Counsel for a costs and
25 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
26 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$33,333.33 shall
27 be paid for attorney fees and \$20,878.01 shall be paid for litigation costs.

28 21. The unopposed application of Class Counsel for an enhancement payment to

1 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$5,000.00 Class Representative
2 Enhancement Payment shall be allocated to Class Representative Emmanuel Wright.

3 22. The unopposed application of Class Counsel for claims administration fees to
4 Xpand Legal is hereby granted. Of the Gross Settlement Amount, \$3,500.00 shall be paid for
5 settlement administration fees.

6 23. Defendant shall have no further liability for costs, expenses, interest, attorneys'
7 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

8 24. The Court approves the PAGA Penalties in the amount of \$10,000.00. The Court
9 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
10 Agency ("LWDA") in the amount of \$7,500.00. The Court further directs that the remaining 25%
11 of the PAGA Penalties, in the amount of \$2,500.00 shall be allocated to the Net Settlement Amount
12 for distribution to the Class Members.

13 25. If a Class Member does not cash his or her settlement check by the void date, the
14 uncashed funds shall be transmitted by the Administrator to the State of California Office of the
15 Controller in the name of the class member who did not cash his or her Individual Class Payment
16 check.

17 26. Defendant shall have no further liability for costs, expenses, interest, attorneys'
18 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

19 27. The Court hereby grants and authorizes the Parties, without further approval from
20 the Court, to agree to and to adopt such amendments, modifications and expansions of this
21 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
22 do not limit the rights of Class Members under the Stipulation.

23 28. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
24 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
25 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
26 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
27 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
28 Settlement. Any disputes or controversies arising with respect to the interpretation,

1 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
2 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
3 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

4 29. This Final Order shall constitute a final judgment.
5 Plaintiff to file a declaration re distribution by 4/7/2025. The court sets a non-appearance
6 case review re filing of declaration for 4/14/2025 at 8:30 a.m.

7 **DATED:** 06/14/2024

8  *Laura Seigle*
9 **JUDGE OF THE SUPERIOR COURT**

10 Laura A. Seigle / Judge
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(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On May 22, 2024, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Maria C. Rodriguez

mcrodriguez@mwe.com

Chris Braham

cbraham@mwe.com

Ariel Beverly

abeverly@mwe.com

Yvonne Rivera

yrivera@mwe.com

Cindy Liu

cliu@mwe.com

McDermott Will & Emery LLP

2049 Century Park East, Suite 3200

Los Angeles, CA 90067-3206

Attorneys for Defendants

Frank H. Kim

fkim@kim-legal.com

KIMLEGAL, APC

3435 Wilshire Blvd, Suite 2700

Los Angeles, CA 90010

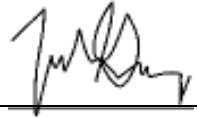
Attorneys for Plaintiff

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL THROUGH CASE ANYWHERE): On interested Parties set forth on the service list.

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 22, 2024, at Los Angeles, California.


Taylor Gregg

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