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

EMMANUEL WRIGHT, an individual, on
behalf of himself and 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]

**DECLARATION OF LIANE
KATZENSTEIN LY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Motion for
Preliminary Approval of Settlement,
Declaration of Emmanuel Wright, and
[Proposed] Order Thereon]*

Date: January 8, 2024

Time: 9:00 a.m.

Dept.: 17

Complaint Filed: May 24, 2021

Trial Date: None Set

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I, Liane Katzenstein Ly, state and declare as follows:

1. I am an attorney admitted before all courts of the State of California and a partner in the law firm of Kingsley & Kingsley, APC, counsel of record for Plaintiff in this action. I am completely familiar with the present litigation, including the pleadings, discovery, and filings submitted in this matter. I make this Declaration from my own personal knowledge, and, if called upon, I could and would competently testify to the following.

2. I graduated from Florida State University in 2005 with a degree in English. I graduated from University of California, Davis School of Law in 2008. I am admitted to practice before the following Courts: United States District Court, Northern, Southern, Eastern, and Central of California; all of California State Courts.

3. I make this Declaration in support of Plaintiff's Motion for Preliminary Approval of the Class Action Settlement in the above-captioned case.

RELEVANT PROCEDURAL HISTORY

4. Plaintiff contends, and Defendants dispute, that that during the COVID-19 pandemic, HBO implemented a policy (the “HBO Quarantine Policy”) that required its affiliated production company, Plane Meets Paper Productions, and the employees of Plane Meets Paper Productions, including Plaintiff, to quarantine at designated hotels prior to working on the production set.

5. Plaintiff contends, and Defendants dispute, that in order to ensure compliance with the HBO Quarantine Policy, HBO employed COVID teams to monitor Plaintiff and the other background talent around the clock at the quarantine location. Plaintiff alleges, and Defendant disputes, that the HBO COVID teams informed the background talent that anyone who would failed to comply with the HBO Quarantine Policy would be prohibited from working on the production set.

6. Pursuant to what Plaintiff alleges is to be the HBO Quarantine Policy, Plaintiff was required to quarantine at the Burbank Marriott Hotel for five consecutive days prior to the shoot and could only order food from a designated restaurant, which was delivered directly to his room

1 and could only be consumed within it. In the few instances where Plaintiff was allowed to leave
2 his room, he could only do so with prior approval from what Plaintiff alleges to be HBO's COVID
3 team with an assigned chaperone (who was one of the quarantine staff) or only during designated
4 "out-of-room time." Plaintiff alleges, and Defendants dispute that, the HBO Quarantine Policy
5 also required Plaintiff to proceed directly to the *Insecure* set to perform his work duties
6 immediately after the conclusion of the quarantine period.

7 7. On April 4, 2021, Plaintiff reported to the Burbank Marriott Hotel to start his
8 mandatory quarantine.

9 8. Plaintiff was promised \$300 for each day in quarantine. (*Id.*) Plaintiff remained on
10 the hotel premises for the entire quarantine period at the Burbank Marriott Hotel until he was
11 dismissed on the morning of April 9, 2021 and was ordered to drive directly to the set of the
12 *Insecure* shoot to complete his job duties.

13 9. At the *Insecure* set, Plaintiff contends that he worked over twelve hours at the
14 promised rate of \$120 a day.

15 10. On May 20, 2021, and in compliance with Labor Code § 2699.3(a)(1), Plaintiff
16 gave written notice to Defendants and the Labor and Workforce Development Agency ("LWDA")
17 regarding his intent to seek civil penalties under PAGA for violation of Labor Code §§ 201, 202,
18 203, 226(a), 226.7, 510, 558, 512, 1194, 1197, 1197.1, 1199, and 2802.

19 11. Pursuant to Labor Code § 2699.3(a)(2)(A), the sixty-five-day waiting period to
20 commence a civil action as though the LWDA has chosen not to investigate lapsed on July 26,
21 2021, allowing Plaintiff to commence a civil action. Plaintiff filed his Complaint for damages in
22 the Superior Court for the County of Los Angeles on May 24, 2021, entitled *Emmanuel Wright v.*
23 *Home Box Office, Inc.; Warner Media, LLC; 3 Arts Entertainment, LLC; Plane Meets Paper*
24 *Productions, LLC*, Case No. 21STCV19636.

25 12. On October 12, 2021, Plaintiff a First Amended Complaint, adding an additional
26 cause of action for penalties pursuant to PAGA.

27 13. Plaintiff filed another a Second Amended Complaint naming only Defendants
28 HOME BOX OFFICE, INC. ("HBO") and PLANE MEETS PAPER PRODUCTIONS, LLC

1 (“Plane Meets Paper”).

2 14. Plaintiff’s Third Amended Complaint was filed on April 1, 2022, and alleges causes
3 of action for: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1197.1,
4 and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Failure
5 to Provide Rest Breaks Pursuant to Labor Code § 226.7; (4) Failure to Reimburse Business
6 Expenses under Labor Code § 2802; (5) Failure to Provide Accurate Itemized Wage Statements
7 Pursuant to Labor Code § 226(a); (6) Waiting Time Penalties Pursuant to Labor Code § 203;
8 (7) Violation of Business & Professions Code § 17200; and (8) Penalties Pursuant to Labor Code
9 § 2699, *et seq.*

10 15. Plaintiff’s Fourth Amended Complaint, filed on April 17, 2023, is the operative
11 complaint. (Hereafter, the “Action” or “Lawsuit”).

12 16. The Action strikes any allegations alleging that Plaintiff and the putative class
13 members worked off-the-clock; that Defendants failed to reimburse them for necessary business
14 expenses; and narrowing the class definitions to exclude any union employees from the class and
15 subclasses.

16 **THE DISCOVERY PROCESS**

17 17. The Parties have engaged in early stages of discovery and settlement negotiations
18 but have primarily focused their efforts on resolving this case through early mediation.

19 18. The Parties scheduled a private mediation with Lisa Klerman, Esq. on February 23,
20 2023.

21 19. In preparation for mediation, Defendants informally produced multiple documents
22 and provided other information necessary to evaluate settlement. This included all pay records
23 regarding the employees who quarantined and all applicable policy documents.

24 20. Defendants deny any liability or wrongdoing of any kind associated with the claims
25 alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends
26 that, for any purpose other than settlement, Plaintiff’s claims are not appropriate for class or
27 representative action treatment. Defendants contend, among other things, that, at all times, they
28 have complied with the California Labor Code, and the Industrial Wage Commission Orders.

1 21. Based on their own independent investigation and evaluation, Class Counsel is of
2 the opinion that the Agreement with Defendants are fair, reasonable and adequate, and in the best
3 interest of the settlement classes in light of all known facts and circumstances, including the risk
4 of significant delay, defenses asserted by Defendants, uncertainties regarding a class and
5 representative action trial on the merits, and numerous potential appellate issues. Although
6 Defendants deny any liability, Defendants are entering into this Agreement solely to avoid the cost
7 of litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle,
8 compromise and discharge all disputes and claims arising from or relating to the Action on the
9 terms set forth here.

10 22. The Class only includes employees who did not sign a Release of their claims.

11 23. There were 49 individuals who quarantined in California, but 32 of them signed a
12 full Release of their claims and will not be included in this Class Settlement.

13 24. The PAGA Group does include all 49 individuals.

14 **CERTIFICATION FOR SETTLEMENT PURPOSES**

15 25. Here, Plaintiff maintains that the proposed Settlement Class is ascertainable for
16 several reasons: First, Defendants have agreed in the Agreement to provide a class list to the
17 Administrator containing the name, last known mailing address, Social Security number, and
18 number of Class Settlement Period Workweeks and PAGA Pay Periods for all putative class
19 members after issuance of the preliminary approval order.

20 26. Second, Settlement Class Member consist of Defendants' hourly non-union
21 employees, who participated in hotel quarantines in April or May 2021 and Defendants are
22 required to keep records of its hourly employees' names, home addresses, and social security
23 numbers.

24 27. Third and finally, Defendants informally produced documents indicating each and
25 every employee who quarantined.

26 28. Therefore, Plaintiff is confident he will be able to establish that the proposed
27 Settlement Class is ascertainable and sufficiently numerous.

28 29. Here, Plaintiff argues that there are questions of law and fact common to the

1 proposed Settlement Class that predominate over any questions affecting only individual Class
2 Members.

3 30. These common questions include:

- 4 1) Whether Defendants failed to pay minimum wages;
- 5 2) Whether Defendants failed to pay all wages and/or overtime compensation;
- 6 3) Whether Defendants failed to provide lawfully required meal periods and/or failed
7 to compensate employees one (1) hour's wages in lieu thereof;
- 8 4) Whether Defendants failed to provide lawfully required rest periods and/or failed
9 to compensate employees one (1) hour's wages in lieu thereof;
- 10 5) Whether Defendants failed to pay compensation due and owing upon termination
11 of employment;
- 12 6) Whether Defendants failed to provide accurate itemized wage statements;
- 13 7) Whether Defendants engaged in unfair competition; and,
- 14 8) Whether Defendants violated § 2699, et seq. of the Labor Code by engaging in the
acts previously alleged.

15 31. Defendants maintained common quarantine policies for all Class Members and the
16 amount paid and hours quarantined were the same for everyone.

17 32. Plaintiff's challenge to Defendants uniform policies and practices involves
18 common factual and legal issues that are amenable to class treatment.

19 33. Here, Plaintiff maintains that the proposed Settlement Class Members suffered the
20 same injuries, in the same manner: (1) Settlement Class Members were not properly paid minimum
21 wages; (2) Settlement Class Members were not properly paid all wages/overtime; (3) Settlement
22 Class Members did not receive their meal and rest periods as required; (3) Settlement Class
23 Members were not provided accurate itemized wage statements; (4) Settlement Class Members
24 did not receive timely wages; and (5) Settlement Class Members were not paid all wages owed
25 upon termination/resignation.

26 34. Accordingly, for purposes of settlement, the evidence reviewed by Class Counsel
27 demonstrates that common meal and rest policies and wage policies applied to the proposed
28 Settlement Class Members and certification for settlement purposes is appropriate.

1 35. Plaintiff worked as an hourly background talent for Defendants for the show
2 *Insecure*.

3 36. Plaintiff also alleges that he experienced derivative claims for unfair business
4 competition (B&P Code §17200) and Labor Code §2699, et seq.

5 37. Plaintiff also contends that his claims are typical of those of the Settlement Class.

6 38. Plaintiff believes that he is capable of fairly representing and adequately protecting
7 the interests of the proposed Settlement Class Members.

8 39. The members of the proposed Settlement Class all worked for Defendants during
9 the relevant time period and incurred the same type of alleged damages with regard to Defendants'
10 alleged violations of the law.

11 40. Moreover, Plaintiff has agreed to serve as Class Representative and has retained
12 qualified Counsel who is experienced in prosecuting wage and hour class actions.

13 41. This demonstrates his commitment to bringing about the best possible results for
14 the benefit of the proposed Settlement Class.

15 42. Plaintiff has provided his Counsel with all necessary and pertinent information.

16 43. He has been a very active participant in the litigation including having frequent
17 contact with Settlement Class Members and working closely with Class Counsel to develop the
18 theories of liability.

19 44. He also made himself available for the full-day mediation in this matter and was
20 informed of and involved in all of the Settlement negotiations. Therefore, Plaintiff believes that
21 he has and will continue to adequately represent the proposed Settlement Class Members.

22 45. In this regard, the superiority of class treatment is evident here because individual
23 pursuit of class members' claims may not be economically viable.

24 46. The only alternative to certification would be to force over 17 employees to join
25 this action, file individual, uniform actions, or abandon their legal rights altogether.

26 47. Plaintiff maintains that this economic reality would result in a windfall for
27 Defendants if this case were not certified.

28 ///

THE PROPOSED SETTLEMENT

48. For purposes of Agreement, the settlement 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”.) The “Settlement Class Members” shall not include any person who submits a timely and valid Request for Exclusion as provided in this Agreement, or any person who previously released the Released Claims under a separate agreement.

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

50. Based on documents and other information produced by Defendants, there are 17 Settlement Class Members.

51. For purposes of the Agreement, the Aggrieved Employees are 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.” (“Aggrieved Employees” or “PAGA Members”).

52. The PAGA Settlement Period is from April 4, 2021 to April 9, 2021 and from May 19, 2021 through May 24, 2021.

53. Based on documents and other information produced by Defendants, there are approximately 49 PAGA Members.

54. As detailed fully in the Agreement, the Settlement provides for Defendants to pay a Gross Settlement Amount of \$100,000.00, which includes the sum of the Individual Class Payments, the Class Representative service award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs.

55. The Net Settlement Amount is the Gross Settlement Amount, less Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses

1 Payment.

2 **KULLAR ANALYSIS**

3 56. The extensive informal discovery that was conducted in this matter permitted Class
4 Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.

5 57. Class Counsel is experienced in handling wage and hour class actions and, after
6 weighing all of the following factors, supports this Agreement.

7 58. Defendants argued that this was not compensable time and that the hours worked
8 were “pre-employment” hours, and therefore, were uncompensated.

9 59. Here, Plaintiff and Class Members were under “controlled” standby during the
10 entire quarantine period and were not free to use their time for his or her own purposes.

11 60. While Defendants argue that they did not restrict or control what Plaintiff and Class
12 Members did inside their hotel rooms, the mere requirement of having to stay in a hotel room for
13 five (5) consecutive days as a term and condition of employment is equal to having an “on-
14 premises living requirement” for the job and were required to sleep on the premises, as the security
15 guards did in *Mediola*. (Gomez, supra, 173 Cal.App.4th at p. 523; *Mendiola*, supra, 60 Cal.4th at
16 p. 841.) Similarly, Defendants geographically restricted Plaintiff’s and Class Members’
17 movements by requiring them to stay either in their hotel rooms for the entire quarantine period or
18 seek permission to leave their hotel rooms.

19 61. Furthermore, like the security guards in *Mediola* who could only be relieved if there
20 was a reliever, Plaintiff and Class Members were only permitted to leave their rooms if there was
21 an available escort to accompany them. Plaintiff and Class Members were not free to leave the
22 hotel premises, or even their hotel rooms, and were under Defendants’ complete control the entire
23 quarantine period.

24 62. Defendants argued that this was not compensable time and that the hours worked
25 were “pre-employment” hours, and therefore, were uncompensated.

26 63. Additionally, Defendants argued that the time spent sleeping, should not be
27 compensated time.

28 64. Defendants failed to maintain a policy that compensates non-exempt employees for

1 all hours worked, including overtime and minimum wages. Defendants required Plaintiff and Class
2 Members to self-quarantine for multiple consecutive days in exchange for \$300 per day without
3 overtime pay. The entire time spent by Plaintiff and the Class Members during quarantine is
4 compensable.

5 65. Further, all hours must be paid at the statutory agreed rate and no part of this rate
6 may be used as a credit against a minimum wage obligation. Defendants failed to compensate
7 Plaintiff and the Class Members for each hour they were in days-long quarantine.

8 66. As such, Defendants' payment to Plaintiff and the Class Members at a daily salary
9 of \$300 falls below the legally required minimum wage.

10 67. As a direct and proximate cause of the aforementioned violation, Defendants failed
11 to pay Plaintiff and the Class Members the minimum wage for each hour worked.

12 68. During the Class Period, Defendants failed to compensate Plaintiff and the Class
13 Members for any overtime hours worked as required under the foregoing provisions of the
14 California Labor Code and the applicable IWC Wage Order by, among other things, failing to pay
15 overtime at one and one-half (1½) times or double the regular rate of pay.

16 69. Additionally, Defendants failed to maintain a policy that compensates non-exempt
17 employees an amount equal to or greater than the minimum wage for all hours worked. All hours
18 must be paid at the statutory agreed rate and no part of this rate may be used as a credit against a
19 minimum wage obligation.

20 70. Defendants argued that this was not compensable time and that the hours worked
21 were "pre-employment" hours, and therefore, were uncompensated.

22 71. Additionally, Defendants argued that the time spent sleeping, should not be
23 compensated time.

24 72. Defendants violated California's meal break laws by not allowing Plaintiff and
25 Class Members to take actual daily meal breaks.

26 73. Because Plaintiff and Class Members were required to remain inside their hotel
27 rooms during the entire quarantine period, including during their meal and rest breaks, they were
28 not able to take lawful uninterrupted meal periods. Plaintiff and Class Members needed to abide

by Defendants' Quarantine Policies in order to avoid the possibility of disciplinary measures.

74. Plaintiff maintains that Defendants limited where he and Class Members can take a break and Defendants maintained a consistent policy and practice of failing to relinquish control over how he and Class Members can spend their time for breaks.

75. Defendants argued that this was not compensable time and that the hours worked were "pre-employment" hours, and therefore, were uncompensated.

76. Additionally, Defendants argued that the Class Members were free to do whatever they wanted at all times, including take breaks.

77. Here, just as with meal periods, Defendants maintained a consistent policy of failing to provide Plaintiff and the Class Members with rest breaks of not less than ten (10) minutes per four (4) hour work period or major fraction thereof.

78. Plaintiff and Class Members were unable to take compliant rest breaks due to the strict Quarantine Policy enforced by Defendants, requiring Plaintiff and Class Members to remain in their hotel rooms during their breaks.

79. Just as with meal periods, even when Plaintiff and Class Members were able to take a rest break, they were subject to the control of Defendants' management. The same general rule cited above as to Plaintiffs' and Class Members' meal periods also applied to rest periods. Plaintiff and other Class Members were not permitted to leave Defendants' premises without the management's approval and an escort.

80. Plaintiff maintains that Defendants also limited where he and Class Members can take a break and Defendants maintained a consistent policy and practice of failing to relinquish control over how he and Class Members can spend their time for breaks.

81. Plaintiff and the Class Members were not compensated with one (1) hour of wages at the regular rate of compensation for each missed rest period as required by Labor Code § 226.7. *Ferra v. Loews Hollywood Hotel, LLC* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate.

82. Defendants argued that this was not compensable time and that the hours worked

1 were “pre-employment” hours, and therefore, were uncompensated.

2 83. Additionally, Defendants argued that the Class Members were free to do whatever
3 they wanted at all times, including take breaks.

4 84. Here, Defendants failed to issue Plaintiff and the Class Members accurate itemized
5 wage statements showing all gross wages, total hours worked, deductions made, net wages, the
6 legal name and address of the entity that is the employer, and applicable hourly rates in effect
7 during the pay period and the corresponding number of hours worked at each hourly rate by the
8 employee.

9 85. As this is a derivative claim, the same risks present for the above claims were
10 present for this claim.

11 86. Here, Plaintiff and numerous Class Members are no longer employed by
12 Defendants.

13 87. Due to Defendants’ failure to pay all wages, including minimum wages, and meal
14 and rest period premiums as detailed above, Defendants failed to pay all wages owed and due upon
15 their termination and/or resignation.

16 88. Defendants’ actions were willful, as they have intentionally failed or refused to
17 perform an act which was required to be done.

18 Therefore, Defendants are liable for damages.

19 89. Defendants filed a Motion for Summary Adjudication on this very issue.

20 90. These penalties made up the bulk of the damages.

21 91. If the failure to pay wages was not willful, the value of the case was far less.

22 92. The Parties discounted the PAGA claim for multiple reasons.

23 93. First, the aggrieved employees’ PAGA claims are derivative of all the foregoing
24 class claims.

25 94. Second, a court has discretion to award less than the maximum penalty.

26 95. As such, the Agreement’s contemplated PAGA payment of \$10,000.00 is
27 appropriate.

28 96. Additionally, most of the aggrieved employees signed a full release of their claims

1 and received compensation.

2 97. There is significant expense associated with the class certification process, which
3 the Parties can avoid by entering into the contemplated Agreement now.

4 98. If the Court did eventually certify a class, trial of a case involving approximately
5 17 Settlement Class Members would require the retention of expensive expert witnesses, the
6 accrual of extensive litigation costs, and a significant time overlay by the parties.

7 99. Moreover, given the complexity and unsettled nature of the issues in this case it is
8 likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal
9 would result in further delay for the Settlement Class Members who are waiting for a resolution in
10 this matter.

11 100. This case has not been certified to be tried as a class action. While Plaintiff believes
12 there is strong evidence to support certification of several possible subclasses, certification is
13 always hard fought and subject to judicial discretion. Moreover, in class actions, decertification
14 is always a possibility. In attempting to certify a class, the parties would need to conduct multiple
15 depositions, including of the Class Representative and of several person(s) most knowledgeable
16 regarding Defendants' wage and hour policies. There is a risk for both sides as to what these
17 depositions will reveal and whether they will support class certification to the extent expected.

18 101. It was very difficult for the Parties to reach this Settlement of \$100,000.00.

19 102. This Settlement is the result of adversarial, non-collusive, and arms-length
20 negotiations. The Parties arrived at it after extensive investigation and discovery, careful
21 evaluation of the law, risks, and all information substantiating the amount of penalties reasonably
22 likely to be awarded to the class were the trier of fact to find Defendant liable, and the assistance
23 of an experienced mediator, Lisa Klerman, Esq.

24 103. Plaintiff assessed full value of the Minimum Wage/Overtime claim, without any
25 discount, at approximately \$55,000.00.

26 104. This calculation assumed that Settlement Class Members were owed wages for 8
27 additional hours (4 hours of overtime pay and 4 hours of doubletime pay) for the five day
28 quarantine period.

1 105. Plaintiff used an hourly average rate of \$37.50 per hour.

2 106. The full value of the Meal Period claim, without any discount, was approximately
3 \$5,000.00 for approximately 95 days of quarantine for the 17 Class Members.

4 107. For the reasons above, Plaintiff determined that accepting a discount of the full
5 amount was appropriate.

6 108. The full value of the Rest Period claim, without any discount, was approximately
7 \$5,000.00.

8 109. For the reasons above, Plaintiff determined that accepting a discount of the full
9 amount was appropriate.

10 110. Plaintiff valued the Wage Statement Claim, without discount, at approximately
11 \$2,000.

12 111. Plaintiff used \$100 for each wage statement issued (pay period). Due to the risk
13 discussed above that 226(a) liability wouldn't attach under *Naranjo* and *Maldonado*, Plaintiff
14 determined that a steep discount of this claim was fair for settlement purposes.

15 112. Plaintiff valued the Waiting Time Claim at approximately \$400,000.00.

16 113. Considering the derivate nature of Labor Code §203, the dispute over whether class
17 members were owed any wages, and the disagreement as to whether this was a willful failure to
18 pay or a mistake, Plaintiff determined that accepting a discount on this claim was appropriate.

19 114. Finally, Plaintiff calculated the value of the PAGA claim at between \$4,900 (if no
20 penalties were stacked) and \$19,600 (if penalties are stacked) (using \$100 per pay period).

21 115. The main risk taken into account with PAGA is the discretionary nature of the
22 penalty award and the fact that most of the aggrieved employees entered into full releases of their
23 claims.

24 116. A judge can award the statutory maximum of \$100 for the initial violation and \$200
25 thereafter or – in theory – one cent per wage statement.

26 117. While there is a dearth of available authority, in Plaintiff's view, were he to succeed
27 on any of the underlying Labor Code violations, it is not likely that a Judge would also award a
28 large amount of penalties of top of any damages recovered.

118. Per Plaintiff's assessment, the maximum potential value of all of Plaintiff's and the Settlement Class Members' claims was approximately \$486,000.00.

119. However, as a result of the forgoing risks on the merits, Class Counsel believes the Gross Settlement Amount of \$100,000.00 is fair and reasonable.

ATTORNEY COMPETENCE

120. Kingsley & Kingsley is experienced in prosecuting employment litigation, and since 2000 we have focused our practice on wage, hour, and working condition violations. My firm is well versed in class action litigation and has diligently and aggressively pursued this action. Kingsley & Kingsley currently serves as class counsel for several dozens of pending class action lawsuits in Northern, Central, Eastern, and Southern California in both State and Federal Court. Below is a small, but representative sampling of wage and hour cases handled by my firm:

- a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2005, Honorable Rita Miller granted final approval of Settlement in the gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Honorable Conrad R. Aragon granted final approval of Settlement in the gross amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March 2008, the Honorable Mary Thornton House granted final approval of Settlement in the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of 33 1/3%.
- e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.

- 1 f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In
2 March 2012, the Honorable James P. Kleinberg granted final approval of
3 Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys'
4 fees request of 33.3%.
- 5 g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No.
6 BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund
7 granted final approval of Settlement in the gross amount of \$4,700,000.00, and the
8 court granted attorneys' fees request of 38%.
- 9 h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January
10 2014, the Honorable William F. Highberger granted final approval of Settlement in
11 the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of
12 33.33%.
- 13 i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-
14 00705 AWIJLT). This certified class action was approved for final settlement by
15 the Honorable Anthony W. Ishii in October 2015, in the gross amount of
16 \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.
- 17 j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super.
18 Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement
19 in the gross amount of \$995,000.00, and the court granted attorney's fees request
20 of 33.33%.
- 21 k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016
22 after a class trial with a verdict in the class's favor, the Honorable Daniel P.
23 Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's
24 fees.
- 25 l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In
26 June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the
27 gross amount of \$2,000,000.00, and the court granted attorney's fees request of
28 33.33%.

- 1 m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter was
2 proposed for final settlement by the Honorable Richard L. Fruin on February 19,
3 2016, in the gross amount of \$5,250,000.
- 4 n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739).
5 The matter was approved for final settlement by the Honorable Lee Smally Edmund
6 in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees request of
7 38%.
- 8 o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for
9 the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The
10 matter was approved for final settlement by the Honorable Anthony W. Ishii in
11 November 2017, in the gross amount of \$6,100,000.00, plus interest, with
12 attorney's fees benchmark award of \$1,525,000.
- 13 p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-
14 15-101333). The matter was approved for final settlement before the Hon. Stephen
15 D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with
16 attorneys' fees request of 33.33%.

17 121. Kingsley & Kingsley, APC filed its first class certification motion in the year 2000
18 and since that time has been appointed class counsel on dozens of wage and hour class actions that
19 have been approved for class certification. Since 2012, Kingsley & Kingsley, APC has moved for
20 class certification in 15 matters and has successfully obtained class certification in 15 of those
21 cases. A brief sampling of which includes:

- 22 a. *Lewis v. Collabrus, Inc., Santa Clara County Superior Court (109CV-142927)*,
23 *approved for Class Certification in 2011*.
- 24 b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed
25 December 19, 2012) (court granted contested class certification and appointed
26 Kingsley & Kingsley as class counsel).
- 27 c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal.,
28 filed February 3, 2014) (court granted contested class certification and appointed

Kingsley & Kingsley as class counsel).

d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed Kingsley & Kingsley as class counsel).

e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214). contested class certification granted in June 2020.

f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court (BCV-16-102833), contested class certification granted in 2018.

g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544), contested class certification granted in June 2020.

h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876), contested class certification granted in August 2020.

122. Class Counsel is experienced in the handling of wage and hour class actions and supports this Settlement. Based on its analysis, Class Counsel believes that this settlement is fair and reasonable and in the best interest of the Class.

123. After factoring in the risks explained above, Class Counsel believes that the proposed settlement is fair and reasonable.

SERVICE AWARD TO THE NAMED PLAINTIFF

124. The Class Representative is entitled to an enhancement for his valiant effort and time expended in this matter. The time spent by Emmanuel Wright is significant and includes researching and retaining competent counsel; providing information to Class Counsel regarding the nature of the work at Defendants; compiling relevant documents; working closely with Class Counsel to develop the theories of liability and martial relevant evidence; regularly discussing the status of the case with Class Counsel; discussing the case via telephone with many Settlement Class Members; making himself available for a full-day of mediation; and responding promptly to Class Counsel's communications regarding settlement.

125. As set forth in the Agreement, Plaintiff also entered into a second settlement with Defendants for \$5,000.00 that includes a general release of liability pursuant to Civil Code Section

1 1542.

2 126. Class Counsel considers this to be a fair and reasonable enhancement. The
3 enhancement takes into consideration the time, effort, and expense incurred by Plaintiff in coming
4 forward to litigate this matter on behalf of all Settlement Class Members.

5 127. It takes into account the fact that most of the other employees entered into a Release
6 and accepted payment to release their claims. Plaintiff will provide a detailed declaration with the
7 Final Approval Motion detailing his participation and further justification for the enhancement.

8 **SUBMISSION TO THE LABOR WORKFORCE DEVELOPMENT AGENCY**

9 128. Proof of submission of Plaintiff's Motion, all related documents, and copy of the
10 email from the LWDA confirming receipt is attached hereto as Exhibit "2."

11 **EXHIBITS**

12 129. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed Class
13 Action and PAGA Settlement Agreement ("Agreement").

14 130. Attached hereto as Exhibit "2" is a true and correct copy of the proof of submission
15 of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming
16 receipt.

17 131. Attached hereto as Exhibit "3" is a true and correct copy of the Administrator's,
18 Xpand, Legal, bid.

19 132. Attached hereto as Exhibit "4" is a true and correct copy of Class Counsel's
20 attorney fee sharing agreement.

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct.

23 This Declaration was executed this 11th day of September, 2023, in Encino, California.

24
25 _____
Liane Katzenstein Ly

EXHIBIT "1"

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff EMMANUEL WRIGHT (“Plaintiff”) and defendants HOME BOX OFFICE, INC. AND PLANE MEETS PAPER PRODUCTIONS, LLC (together “DEFENDANTS”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *EMMANUEL WRIGHT v. Home Box Office, Inc., et al.*, Case No. 21STCV19636 initiated on May 24, 2021 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Xpand Legal the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” or “PAGA Member” means 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.
- 1.5. “Class” means 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.
- 1.6. “Class Counsel” means Kingsley & Kingsley, APC, Kim Legal APC, and Helen Kim Law, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Settlement Period Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Settlement Period” or “Settlement Period” means the period from April 4, 2021 through April 9, 2021 and from May 19, 2021 through May 24, 2021.
- 1.13. “Class Representative” or “Plaintiff” means the named Plaintiff, Emmanuel Wright, in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendants” means named Defendants HOME BOX OFFICE, INC. and PLANE MEETS PAPER PRODUCTIONS, LLC.
- 1.17. “Defense Counsel” means McDermott Will & Emery LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$100,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 10 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Settlement Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Settlement Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Settlement Period. Each Aggrieved Employee will have one PAGA Pay Period for each quarantine they participated in during the PAGA Settlement Period.
- 1.31. “PAGA Settlement Period” means the period from April 4, 2021 to April 9, 2021 and from May 19, 2021 through May 24, 2021.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.33. “PAGA Notice” means Plaintiff’s December 7, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount of \$10,000.00, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA (\$7,500.00), in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means EMMANUEL WRIGHT, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 6. 3 below.
- 1.41. “Released Parties” means: Defendants HOME BOX OFFICE, INC. and PLANE MEETS PAPER PRODUCTIONS, LLC, their respective parents, subsidiaries, affiliates, insurers, related entities and divisions, and their respective; (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, exempt employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Settlement Period. All Class Members

will have one work week for each quarantine they participated in during the Class Settlement Period.

2. RECITALS.

- 2.1. On May 24, 2021, Plaintiff commenced this Action by filing a Complaint for damages in the Superior Court for the County of Los Angeles on May 24, 2021, entitled *Emmanuel Wright v. Home Box Office, Inc.; Warner Media, LLC; 3 Arts Entertainment, LLC; Plane Meets Paper Productions, LLC*, Case No. 21STCV19636. On April 17, 2023, Plaintiff filed a Fourth Amended Complaint alleging causes of action for: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1197.1, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7; (4) Failure to Provide Accurate Itemized Wage Statements Pursuant to Labor Code § 226(a); (5) Waiting Time Penalties Pursuant to Labor Code § 203; (6) Violation of Business & Professions Code § 17200; and (7) Penalties Pursuant to Labor Code § 2699, *et seq.* Defendants deny the allegations in the Fourth Amended Complaint, deny any failure to comply with the laws identified in in the Fourth Amended Complaint and deny any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On February 23, 2023, the Parties participated in an all-day mediation presided over by Lisa Klerman which ultimately led to this Agreement to settle the Action.
- 2.4. Prior to mediation negotiating the Settlement, Plaintiff obtained, through informal discovery, pertinent documents and data for the Class and PAGA Members so that the Parties could fully investigate the claims at issue and understand their strengths and weaknesses. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30 ("*Dunk/Kullar*").
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 10 below, Defendants promise to pay \$100,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement

Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court does not approve, or approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. Additionally, Plaintiff and Defendants agree to enter into a separate individual settlement of \$5,000.00 in exchange for a full release of all claims, even those claims outside of this Settlement. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33-1/3%, which is currently estimated to be \$33,333.33 and a Class Counsel Litigation Expenses Payment of not more than \$22,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$3,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$3,500.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Settlement Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1. Tax Allocation of Individual Class Payments. 1/3 of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 2/3 of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.
- 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500.00) by the total number of PAGA Settlement Period Pay Periods worked by all Aggrieved Employees during the PAGA Settlement Period and (b) multiplying the result by each Aggrieved Employee's PAGA Settlement Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimates there are 17 individuals who collectively worked a total of 18 Workweeks and 49 Aggrieved Employees who collectively worked 50 pay periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 61 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single

check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). If the Court does not approve of such, the Parties will agree upon a cy pres recipient within the meaning of CCP §384.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when Defendants fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, demands, liabilities, damages, attorney's fees, costs, and penalties, relating to any and all facts and claims asserted in the Fourth Amended Complaint or any other claims that could have been asserted in the Fourth Amended Complaint based on the facts alleged, including but not limited to claims arising from alleged unpaid wages, minimum wages, regular wages, overtime wages, meal and rest period violations, wage statement violations and separation pay violations (collectively, the "Released Class Claims") during the Class Settlement Period. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Settlement Period.

- 6.2 Release by All Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Settlement Period facts stated in the Fourth Amended Complaint and the PAGA Notice and ascertained in the course of the Action including, any and all claims involving any alleged failure to pay unpaid wages, minimum wages, regular wages, overtime wages, meal and rest period violations, wage statement violations, separation pay violations; and PAGA penalties (collectively, the “Released PAGA Claims”) during the PAGA Settlement Period.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 7.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

- 7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. Plaintiff has selected Xpand Legal to serve as the Administrator and verified that, as a condition of appointment, Xpand Legal agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4 Notice to Class Members.
- 8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's

determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than

60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **CLASS SIZE.** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there are 17 Class Members and 18 total Compensable Work Weeks during the Class Settlement Period. The Parties agree that no additional Class Members or Compensable Work Weeks will be added to this Settlement.

10. **DEFENDANT' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd.(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by

telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material

modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

- 12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

- 13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,

or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kingsley & Kingsley, APC
Eric B. Kingsley
Liane Katzenstein Ly
Jessica Bulaon
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

Helen U. Kim
HELEN KIM LAW, APC
3435 Wilshire Blvd, Suite 2700
Los Angeles, CA 90010

Frank H. Kim
KIM LEGAL, APC
3435 Wilshire Blvd, Suite 2700
Los Angeles, CA 90010

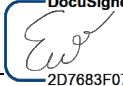
To Defendants:

McDermott Will & Emery LLP
Maria C. Rodriguez
Christopher A. Braham
Ariel L. Beverly
2049 Century Park East
Suite 3200
Los Angeles, CA 90067-3206

- 13.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiff

Dated: August 18, 2023

DocuSigned by:

2D7683F07E7841A...
EMMANUEL WRIGHT

Defendants

Dated: August 17, 2023

DocuSigned by:
Natasha Foster-Owens
38DD79800083486...

HOME BOX OFFICE, INC.

Dated: August 17, 2023

DocuSigned by:
Natasha Foster-Owens
38DD79800083486...

PLANE MEETS PAPER PRODUCTIONS, LLC

Dated: August 21, 2023

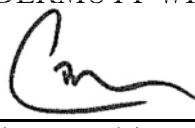
KINGSLEY & KINGSLEY, APC

By: 

Eric B. Kingsley
Liane Katzenstein Ly
Jessica Bulaon
Attorneys for Plaintiff and the Proposed Class

Dated: August 18, 2023

MCDERMOTT WILL & EMERY LLP

By: 

Maria C. Rodriguez
Christopher A. Braham
Ariel L. Beverly
Attorneys for Defendants HOME BOX OFFICE,
INC.; PLANE MEETS PAPER PRODUCTIONS,
LLC

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

EMMANUEL WRIGHT, an individual, on behalf of himself and others similarly situated
Plaintiff, v. HOME BOX OFFICE, INC.; PLANE MEETS PAPER PRODUCTIONS, LLC; and
DOES 1 thru 50, inclusive, Defendants, Case No. 21STCV19636

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against HOME BOX OFFICE, INC.; PLANE MEETS PAPER PRODUCTIONS, LLC (“Defendants” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former employee of Defendants, EMMANUEL WRIGHT (“Plaintiff”) and seeks payment of (1) back wages and other relief for 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 (the “Class Settlement Period”) and who did not enter into a release of their claims with Defendants for compensation (“Class” or “Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all of 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 (the “PAGA Settlement Period”) (“Aggrieved Employees” or “PAGA Members”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Settlement Period.)

The above estimates are based on Defendants’ records showing that **you worked _____ workweeks** during the Class Settlement Period and **you worked _____ workweeks** during the PAGA Settlement Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to

finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Settlement Period and/or the PAGA Settlement Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Settlement Period wage claims and PAGA Settlement Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Settlement Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <i>See</i> Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The

to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [date]	Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. <i>See</i> Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Settlement Period and how many Pay Periods you worked at least one day during the PAGA Settlement Period, respectively. The number Class Settlement Period Workweeks and number of PAGA Settlement Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. <i>See</i> Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay wages and/or overtime under Labor Code sections 510, 1194, 1197.1, and 1199; provide meal and rest breaks pursuant to Labor Code section 512 and 226.7; failing to provide accurate itemized wage statements pursuant to Labor Code section 226(a); waiting time penalties pursuant to Labor Code section 203; and violation of Business & Professions Code section 17200. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Kingsley & Kingsley, APC, Kim Legal, APC, and Helen Kim Law, APC ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were

successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants will pay \$100,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 61 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$33,333.33 (33-1/3% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$3,500.00 to the Administrator for services administering the Settlement.
 - D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Settlement Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Settlement Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 33.33% (or 1/3) of each Individual Class Payment to taxable wages (“Wage Portion”) and 66.66% (or 2/3) to interest and penalties. (“Non-Wage Portion.”) The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA

claims against Defendants based on the PAGA Settlement Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Xpand Legal (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Settlement Period facts and PAGA penalties based on PAGA Settlement Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, demands, liabilities, damages, attorney’s fees, costs, and penalties, relating to any and all facts and claims asserted in the Fourth Amended Complaint or any other claims that could have been asserted in the Fourth Amended Complaint based on the facts alleged, including but not limited to claims arising from alleged unpaid wages, minimum wages, regular wages, overtime wages, meal and rest period violations, wage statement violations and separation pay violations (collectively, the “Released Class Claims”) during the Class Settlement Period. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Settlement Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll

taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Settlement Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Settlement Period facts stated in the Fourth Amended Complaint and the PAGA Notice and ascertained in the course of the Action including, any and all claims involving any alleged failure to pay unpaid wages, minimum wages, regular wages, overtime wages, meal and rest period violations, wage statement violations, separation pay violations; and PAGA penalties (collectively, the "Released PAGA Claims") during the PAGA Settlement Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Settlement Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Settlement Period and the number of PAGA Pay Periods you worked during the PAGA Settlement Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period

challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as EMMANUEL WRIGHT v. HOME BOX OFFICE, INC.; PLANE MEETS PAPER PRODUCTIONS, LLC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least [insert] days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [need details] or the Court's website [need details].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action EMMANUEL WRIGHT v. HOME BOX OFFICE, INC.; PLANE MEETS PAPER PRODUCTIONS, LLC and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 17 of the Los Angeles Superior Court, located at Central District, Spring Street Courthouse, 312 N Spring St., Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). [confirm]. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [www.etc.] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the administrator's website at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to Los Angeles Superior Court Website at <https://www.lacourt.org/casesummary/ui/> and entering the Case Number for the Action, Case No. 21STCV19636.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Liane Katzenstein Ly
Jessica Bulaon
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liane@kingsleykingsley.com
jessi@kingsleykingsley.com
Kingsley & Kingsley, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
(818) 990-8300

Settlement Administrator:

[Name of Company]
[Email Address]
[Mailing Address]
[Telephone]
[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund [\[website\]](#) for instructions on how to retrieve the funds you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT “B”

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Attorneys for Plaintiff and the Proposed Class

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 through 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV19636

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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: XX
Time: XX
Dept.: 17

Complaint Filed: May 24, 2021
TAC Filed: April 1, 2022
Trial Date: None Set

1 The Motion for Preliminary Approval of the Class Action and PAGA Settlement
2 Agreement and Class Notice (“Agreement”), a copy of which is attached as to the Declaration of
3 Liane Katzenstein Ly as Exhibit “1”, came before this Court on XXXX. The Court, having
4 considered the papers submitted in support of the motion of the parties, **HEREBY ORDERS THE**
5 **FOLLOWING:**

6 1. The Court grants preliminary approval of the Agreement and the Class based upon
7 the terms set forth in the Agreement filed herewith. The Settlement is fair, adequate, and
8 reasonable to the Class. The Court finds that: (a) the Agreement resulted from extensive arm’s
9 length negotiations; and (b) the Agreement is sufficient to warrant notice of the Settlement to
10 persons in the Class and a full hearing on the final approval of the Settlement.

11 2. “Class” means all all non-exempt and non-union employees of Plane Meets Paper
12 Productions and/or HBO who quarantined in California for the show Insecure from April 4, 2021
13 through April 9, 2021 or from May 19, 2021 through May 24, 2021, or both, and who did not enter
14 into a release of their claims with Defendants for compensation.

15 3. The “Class Settlement Period” or “Settlement Period” means the period from April
16 4, 2021 through April 9, 2021 and from May 19, 2021 through May 24, 2021.

17 4. “Aggrieved Employee” or “PAGA Member” means all non-exempt and non-union
18 employees of Plane Meets Paper Productions and/or HBO who quarantined in California for the
19 show Insecure from April 4, 2021 through April 9, 2021 or from May 19, 2021 through May 24,
20 2021, or both.

21 5. The “PAGA Settlement Period” means the period from April 4, 2021 to April 9,
22 2021 and from May 19, 2021 through May 24, 2021.

23 6. The Settlement falls within the range of reasonableness and appears to be
24 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
25 and final approval by this Court.

26 7. The Court makes the following preliminary findings for settlement purposes
27 only:

28 A. The Class, which consists of approximately 17 persons, is so numerous
that joinder of all members is impracticable;

- 1 B. There appear to be questions of law or fact common to the Class for
2 purposes of determining whether this Settlement should be approved;
- 3 C. Plaintiff's claims appear to be typical of the claims being resolved through
4 the proposed settlement;
- 5 D. Plaintiff appears to be capable of fairly and adequately protecting the
6 interests of the Class Members in connection with the proposed settlement;
- 7 E. Common questions of law and fact appear to predominate over questions
8 affecting only individual persons in the Class. Accordingly, the Class
9 appears to be sufficiently cohesive to warrant settlement by representation;
and
- 10 F. Certification of the Class appears to be superior to other available methods
11 for the fair and efficient resolution of the claims of the Class.

12 8. The Court approves, as to form and content, the Notice to Class Members in
13 substantially the form attached to the Agreement as "Exhibit A".

14 9. The Court approves the procedure for Class Members to object to the Settlement as
15 set forth in the Class Notice to Class Members.

16 10. The Court approves the procedure for Class Members to become Participating Class
17 Members as set forth in the Notice to Class Members.

18 11. The Court directs the mailing of the Notice to Class Members by first class mail to
19 the Class Members in accordance with the Implementation Schedule set forth below. The Court
20 finds that the dates selected for the mailing and distribution of the Notice, as set forth in the
21 Implementation Schedule, meet the requirements of due process and provide the best notice
22 practicable under the circumstances and shall constitute due and sufficient notice to all persons
23 entitled thereto.

24 12. The Court confirms Kingsley & Kingsley, APC, Kim Legal, Inc., and Helen Kim
25 Law, APC as Class Counsel.

26 13. The Court confirms the named Plaintiff in the operative complaint in the Action as
27 the Class Representative.

28 14. The Court approves Xpand Legal as the Administrator.

15. The Court orders that pursuant to the California Private Attorneys General Act,
Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Settlement has been and will

continue to be given to the Labor & Workforce Development Agency.

16. The Court orders the following Implementation Schedule for further proceedings:

a.	Preliminary Approval	XXXXXXXXXXXXX
b.	Deadline for Defendants to Provide Class Data to Administrator	15 business days from Preliminary Approval
c.	Mail Notice to Class Members	14 calendar days from Administrator's receipt of Class Data
d.	Deadline for Class Members to Postmark Any Opt-Out	60 calendar days from mailing of Notice Packet (judged by postmark date)
e.	Deadline for Class Members to Postmark Any Objection	60 calendar days from mailing of Notice Packet (judged by postmark date)
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	To be determined by the Court _____
h.	Final Approval Hearing	To be determined by the Court _____

15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Agreement.

16. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Agreement are hereby stayed.

1 17. The Court expressly reserves the right to adjourn or continue the Final Fairness
2 Hearing from time to time without further notice to members of the Class.

3
4 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT “C”

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Attorneys for Plaintiff and the Proposed Class

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: XX

Time: XX

Dept.: 17

Complaint Filed: May 24, 2021

TAC Filed: April 1, 2022

Trial Date: None Set

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

2 The above captioned Action is a class action lawsuit brought by Plaintiff EMMANUEL
3 WRIGHT (“Plaintiff”) against Defendants HOME BOX OFFICE, INC.; PLANE MEETS PAPER
4 PRODUCTIONS, LLC (collectively, “Defendants”). The Motion for Final Approval of Class
5 Action Settlement came before this Court on XXXX.

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

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

11 **WHEREAS**, the Agreement sets forth the terms and conditions of the proposed Settlement
12 and for entry of an order of final approval and entry of final judgment thereon. The Court having
13 read and considered Plaintiff’s Motion for Final Approval of Class Action Settlement; Motion for
14 Approval of Approval of Attorneys’ Fees and Costs; the Declarations of Liane Katzenstein Ly,
15 Frank H. Kim, Helen U. Kim, and Xpand Legal (Administrator); and the supporting documents
16 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 Settlement;

20 2. The terms of the Settlement 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 timely and properly filed Requests for Exclusions, as well as their heirs, executors, and

1 administrators, successors, and assigns.

2 5. There are XX (XX) valid requests for exclusion.

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

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

19 8. "Class" means all non-exempt and non-union employees of Plane Meets Paper
20 Productions and/or HBO who quarantined in California for the show Insecure from April 4, 2021
21 through April 9, 2021 or from May 19, 2021 through May 24, 2021, or both, and who did not enter
22 into a release of their claims with Defendants for compensation.

23 9. The "Class Settlement Period" or "Settlement Period" means the period from April
24 4, 2021 through April 9, 2021 and from May 19, 2021 through May 24, 2021.

25 10. "Aggrieved Employee" or "PAGA Member" means all non-exempt and non-union
26 employees of Plane Meets Paper Productions and/or HBO who quarantined in California for the
27 show Insecure from April 4, 2021 through April 9, 2021 or from May 19, 2021 through May 24,
28 2021, or both.

1 11. The “PAGA Settlement Period” means the period from April 4, 2021 to April 9,
2 2021 and from May 19, 2021 through May 24, 2021.

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

8 13. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Class
9 Member shall fully release and discharge the Released Parties pursuant to the following release,
10 which provides:

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

26 14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each PAGA
27 Member shall fully release and discharge the Released Parties pursuant to the following release,
28 which provide:

 any and all claims for PAGA penalties that were alleged, or
reasonably could have been alleged, based on the PAGA Settlement
Period facts stated in the Fourth Amended Complaint and the PAGA
Notice and ascertained in the course of the Action including, any
and all claims involving any alleged failure to pay unpaid wages,
minimum wages, regular wages, overtime wages, meal and rest
period violations, wage statement violations, separation pay
violations; and PAGA penalties (collectively, the "Released PAGA
Claims") during the PAGA Settlement Period.

 15. Plaintiff and all Class Members who have not been timely and properly excluded

1 from the Class, and any person acting on their behalf, are permanently barred and enjoined from:
2 (i) filing, commencing, prosecuting, intervening in, participating in (as class members or
3 otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal
4 court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction
5 based on the Released Claims; and (ii) organizing such non-excluded Class Members into a
6 separate class for purposes of pursuing as a purported class action (including by seeking to amend
7 a pending complaint to include class allegations, or by seeking class certification in a pending
8 action) any lawsuit based on or relating to the Released Claims;

9 16. The Agreement provides that the Gross Settlement Amount is One Hundred
10 Thousand dollars and zero cents (\$100,000.00). The Net Settlement Amount shall be determined
11 according to the terms of the Agreement.

12 17. The Court orders the calculations and the payments to be made and administered in
13 accordance with the terms of the Agreement.

14 18. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
15 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
16 Kingsley & Kingsley, APC, Kim Legal, APC, and Helen Kim Law, APC as Class Counsel in the
17 Action.

18 19. The Court hereby finds the unopposed application of Class Counsel for a costs and
19 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light
20 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$33,333.33 shall
21 be paid for attorney fees and \$22,000.00 shall be paid for litigation costs.

22 20. The unopposed application of Class Counsel for a Class Representative Service
23 Payment is hereby granted. Of the Gross Settlement Amount, a \$5,000.00 Class Representative
24 Service Payment shall be allocated to Named Plaintiff EMMANUEL WRIGHT.

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

28 22. The Court approves the PAGA Penalties in the amount of \$10,000.00. The Court

1 approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$7,500.00.
2 The Court further directs that the remining 25% of the PAGA Penalties, in the amount of \$2,500.00
3 shall be allocated to the Participating Class Member.

4 23. If a Class Member does not cash his or her settlement check within 180 days, the
5 uncashed funds shall be transmitted by the Administrator to the California Controller's Unclaimed
6 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
7 requirements of California Code of Civil Procedure Section 384, subd. (b).

8 24. Defendants shall have no further liability for costs, expenses, interest, attorneys'
9 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

10 25. The Parties are authorized, without further approval from the Court, to agree to and
11 to adopt such amendments, modifications and expansions of this Stipulation and all exhibits
12 attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of
13 Class Members under the Stipulation.

14 26. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
15 shall retain continuing jurisdiction over the Actions, the Parties, and the Class, as well as the
16 administration and enforcement of the terms of the Settlement of this action to enforce the terms
17 of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
18 continuing jurisdiction over the Actions, the Parties, and the Class, as well as the administration
19 and enforcement of the Settlement. Any disputes or controversies arising with respect to the
20 interpretation, consummation, enforcement, or implementation of the Settlement shall be
21 presented by motion to the Court; provided however, that nothing in this part shall restrict the
22 ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of
23 the Agreement.

24 27. This Final Order shall constitute a final judgment.

25 28. The Court hereby dismisses the action (including all individual claims and Released
26 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in
27 the Agreement.
28

DATED: _____

JUDGE OF THE SUPERIOR COURT

(Proof of Submission to the
LWDA)

EXHIBIT "2"

EXHIBIT "3"

XPAND

Case Name:

Wright v. HBO

Date:

September 7, 2023

Client Name:

Liane Katzenstein Ly

Client Email:

liane@kingsleykingsley.com

Xpand Contact:

Jonathan Paul

Xpand Contact Email Address:

jonathan@xpandlegal.com

Xpand Contact Phone Number:

310.948.7117

**Cost Estimate for Legal Administration Services*

**Pricing Good for 90 Days*

**Assumes Scope Within - Additional Services Priced Accordingly*

Key Assumptions Used for Pricing

Class Size	61
Undeliverable Mail (estimated %)	10%
Forwarded Mail (estimated %)	5%
Toll Free Telephone Support	Yes
Website	No
Spanish Translation	No
National Change of Address (NCOA)	Yes
Wage Tax Reporting	Yes
Number of States for Tax Reporting	1
Number of Payment Distributions	1
Tax Reporting Years	1
Remaining Funds After Distribution	Cy Pres

Case Setup

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Case Setup, Document Review & Timeline	Hourly	\$125.00	1	\$125.00
Data Analyst - Data Analysis, Formatting, Uploading to Database*	Hourly	\$125.00	1	\$125.00
NCOA (Includes CASS & LACS)	Flat Fee	\$50.00	1	\$50.00
Spanish Translation	Flat Fee	\$0.00	0	\$0.00
Toll Free Telephone Support	Flat Fee	\$106.38	1	\$106.38
Static Website	Flat Fee	\$0.00	0	\$0.00

**Xpand assumes mailing data will be provided in Microsoft Excel or other usable format and will not require substantial manipulation. Additional formatting and manipulation will be billed at \$125/hour.*

Total \$406.38

Notification				
Service	Type	Cost Per Piece	Volume	Total
Print & Mail Notice Package	Per Piece	\$5.00	17	\$85.00
USPS First Class Mail - 1oz	Per Piece	\$0.61	17	\$10.37
Submission Processing (Opt Outs, Disputes, Objections)	Hourly	\$75.00	1	\$75.00
Undeliverable Mail Processing	Per Piece	\$5.00	2	\$8.50
Address Trace Undeliverable Mail	Per Piece	\$5.00	2	\$8.50
Remail Notice Package (Undeliverable & Forwards)	Per Piece	\$5.00	2	\$11.05
Total				\$198.42

Project Management				
Service	Type	Cost Per Piece	Volume	Total
Project Manager - Client Inquiries, General Oversight & Management	Hourly	\$125.00	1	\$125.00
Status Reporting (Ongoing & Final)	Hourly	\$75.00	1	\$75.00
Declaration (Final Approval & Payment)	Hourly	\$125.00	2	\$250.00
Executive Oversight	Hourly	\$200.00	1	Waived
Total				\$450.00

Distribution				
Service	Type	Cost Per Piece	Volume	Total
Project Manager - Setup & Preparation	Hourly	\$125.00	2	\$250.00
Data Analyst - Payment File Production & Quality Review	Hourly	\$125.00	2	\$250.00
Print & Mail Payments	Per Piece	\$2.00	61	\$122.00
USPS First Class Mail - 1oz	Per Piece	\$0.61	61	\$37.21
Undeliverable Payment Processing	Per Piece	\$2.00	6	\$12.20
Remail Payments (Undeliverable & Forwards)	Per Piece	\$3.00	8	\$23.79
Tax ID Setup & Shutdown	Flat Fee	\$500.00	1	\$500.00
Qualified Settlement Fund (QSF) Creation & Closure	Flat Fee	\$500.00	1	\$500.00
QSF Monthly Fees & Account Reconciliation	Per Piece	\$100.00	1	\$100.00
Process Remaining Funds to Cy Pres	Flat Fee	\$150.00	1	\$150.00
Total				\$1,945.20

Total Case Cost - Flat Fee: \$3,000.00

All services to be provided by Xpand Legal (hereinafter, "Xpand") to Client shall be subject to the following terms and conditions:

- **Services:** Subject to the terms hereof, Xpand agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are referenced. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not include any services not referenced in the request for proposal. These services do not constitute legal services or advice. Xpand is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
- **Charges for Services:** Charges to the Client for services shall be on a time and materials basis at our prevailing rates and are subject to change. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to Xpand. Actual fees charged by Xpand to Client may be greater or less than the estimate, and Client shall be responsible for the payment of all charges and expenses in accordance with Section 5 below. Charges incurred related to corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. Xpand may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
- **Payment of Charges:** Xpand agrees to defer payment of fees for up to 48 months or until settlement is reached, whichever is earlier. Xpand invoices are due upon receipt unless otherwise negotiated and agreed to with the Client. The entire remaining balance is due and payable at the time the Account is funded by. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement or case status, do not affect the Client's liability to Xpand for payment of services. Services are not provided on a contingency fee basis.
- **Indemnification:** Client will indemnify and hold Xpand (and the officers, employees, affiliates and agents harmless against any Losses incurred by Xpand, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any aspect of the project by Xpand in accordance with Client's instructions.
- **Confidentiality:** Xpand maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to Xpand by Client. Should Xpand ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, Xpand will notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse Xpand for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Xpand is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Xpand will not be liable for breach of said obligation.
- **Data Rights:** Xpand does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by Xpand in the ordinary course of business in the performance of this Agreement.
- **Document Retention:** Unless directed otherwise in writing by Client, Xpand will maintain documents and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.
- **Limitation of damages:** Xpand is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of Xpand to the Client shall not exceed the total amount billed to the Client for the services that give rise to any loss.
- **Termination:** The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to Xpand. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Xpand may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.
- **Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Xpand or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
- **Force Majeure:** To the extent performance by Xpand of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Xpand's reasonable control, then such performance shall be excused and this Agreement, at Xpand's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
- **Waiver of Rights:** No failure or delay on the part of either party in exercising any right will operate as a waiver of, or impair, any right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing.
- **Jurisdiction:** The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
- **Entire Agreement:** These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT "4"

STATEMENT AND DISCLOSURE OF AGREEMENT FOR COST-SHARING AND DIVISION OF ATTORNEYS' FEES

This Statement and Disclosure of Agreement for Cost-Sharing and Division of Attorneys' Fees ("Agreement") is entered into between Kim Legal, APC ("Kim Legal"), Helen Kim Law, APC ("HK Law"), and Kingsley & Kingsley, APC ("Kingsley & Kingsley") (together, "the Parties"). It is made pursuant to California Rules of Professional Conduct, rule 1.5.1, in the matter of *Wright v. Home Box Office, Inc.*, LASC 21STCV19636 (the "Action"), to designate cost expenditure obligations and division of any attorneys' fees recovered.

Costs

1. Kingsley & Kingsley will advance all litigation costs of this Action going forward, such as the cost of depositions, experts, mediation, and filing fees. Kingsley & Kingsley, Kim Legal, and HK Law will advance non-litigation costs such as mileage, postage, photocopy costs, etc. If any money is recovered in the Action, such funds shall first be applied to repay all costs advanced.

Attorneys' Fees

2. After full repayment to Kim Legal, and HK Law, and Kingsley & Kingsley for costs incurred, the remaining amount of money to which the attorneys are entitled pursuant to paragraph four of Kim Legal's retainer agreement with the client shall be divided as follows:

- a. Kim Legal and HK Law collectively are to receive 50% of the fee;
and
- b. Kingsley & Kingsley is to receive 50% of the fee.

Miscellaneous

3. The total amount of attorneys' fees recovered, if any, shall not be increased by reason of this Agreement.

4. In the event of a dispute between the law firms subject to this Agreement, the Parties agree to first mediate their differences with the assistance of a neutral mediator, and if unsuccessful, submit the dispute to a mutually agreeable arbitrator in binding arbitration.

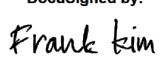
5. Any modifications to this Agreement shall be in writing.

6. A signature by facsimile, email, and/or a copy of a signature is deemed valid, binding, and enforceable. This Agreement may be executed in counterparts, and when

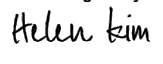
each party has signed and delivered at least one such counterpart, each counterpart shall be deemed as an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by facsimile.

ACCEPTED AND AGREED

DATED: 7/14/2022

KIM LEGAL, APC
By:  DocuSigned by:
E7653DAB60C94CB...
Frank Kim

DATED: 7/14/2022

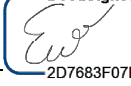
HELEN KIM LAW APC
By:  DocuSigned by:
62F5EBF3F58D465...
Helen Kim

DATED: July 14, 2022

KINGSLEY & KINGSLEY, APC
By: 
Eric Kingsley

CLIENT ACKNOWLEDGEMENT AND CONSENT

DATED: 7/14/2022

EMMANUEL WRIGHT
By:  DocuSigned by:
2D7683F07E7841A...
Signature

(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 September 11, 2023, I served all interested parties in this action the following documents described as: **DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

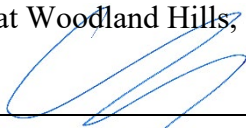
Maria C. Rodriguez mrodriguez@mwe.com Chris Braham cbraham@mwe.com Ariel Beverly abevery@mwe.com Yvonne Rivera yrivera@mwe.com Cindy Liu cliu@mwe.com McDermott Will & Emery LLP 2049 Century Park East, Suite 3200 Los Angeles, CA 90067-3206 <i>Attorneys for Defendants</i>	Frank H. Kim fkim@kim-legal.com KIMLEGAL, APC 3435 Wilshire Blvd, Suite 2700 Los Angeles, CA 90010 Helen U. Kim helen@helenkimlaw.com HELEN KIM LAW, APC 3435 Wilshire Blvd, Suite 2700 Los Angeles, CA 90010 <i>Attorneys for Plaintiff</i>
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[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 September 11, 2023, at Woodland Hills, California.



Michelle Tanzer