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Attorneys for Plaintiff PAUL WARD

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PAUL WARD, individually and on behalf
of other persons similarly situated,

Plaintiff,

vs.

AUTONOMY PRODUCTIONS, LLC, a
foreign limited liability company;
SHERIFF ROBOT PRODUCTION
SERVICES, LLC, a foreign limited
liability company; and **DOES 1 through**
50, inclusive,

Defendants.

Case No.: 22STCV26005

CLASS ACTION

~~PROPOSED~~ **FINAL ORDER**
APPROVING CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE; AND
JUDGMENT

Date: June 20, 2024

Time: 11:00 a.m.

Judge: Hon. Lawrence P. Riff

Dept.: SS7

1 The above-referenced class action (“Action”) having come before the Court on June 20,
2 2024, for a hearing and Final Order Approving Class Settlement and Judgment (“Final Order”),
3 consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), filed and
4 entered February 13, 2024, and as set forth in the Class Action and PAGA Settlement Agreement
5 and Class Notice, and the Exhibits attached thereto (hereafter collectively, the “Settlement
6 Agreement”) in the Action, and due and adequate notice having been given to all Class Members,
7 and Aggrieved Employees, as required in the Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and
9 good cause appearing therefore,

10 **THE COURT HEREBY ORDERS AS FOLLOWS:**

11 1. For purposes of this Final Order, the Court incorporates by reference the definitions
12 in the Settlement Agreement, and all defined terms herein shall have the same meaning as set forth
13 in the Settlement Agreement.

14 2. Consistent with the definitions in the Settlement Agreement, the term “Class” is
15 defined as all background actors who worked for Defendants “non-union” (meaning they were not
16 covered by the SAG-AFTRA Basic Agreement when they worked) and were paid additional wages
17 (a “bump”) for beard, hair and makeup, prosthetic, working in smoke, or working wet conditions
18 on the same day they were paid for overtime or a meal penalty during the Class Period. “Class
19 Period” means the period from August 11, 2018 through August 6, 2023. “Aggrieved Employees”
20 are all background actors who worked for Defendants “non-union” (meaning they were not covered
21 by the SAG-AFTRA Basic Agreement when they worked) and were paid additional wages (a
22 “bump”) for beard, hair and makeup, prosthetic, working in smoke, or working wet conditions on
23 the same day they were paid for overtime or a meal penalty during the PAGA Period. “PAGA
24 Period” means the period from August 11, 2021 through August 6, 2023. For purposes of the
25 Settlement and this Final Order, “Released Parties” shall mean Defendants Autonomy Productions,
26 LLC and Sheriff Robot Productions, LLC, and each and all of their present and former partners,
27 parents, subsidiaries, affiliates, and related entities and all of their officers, directors, employees,
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agents, servants, registered representatives, attorneys, insurers, payroll companies, successors and assigns, and any other persons acting by through, under or in concert with any of them (including any alleged joint employers).

3. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Settlement Class Members.

4. Distribution of the Notice directed to the Settlement Class Members as set forth in the Settlement Agreement and the other matters set forth therein has been completed in conformity with the Preliminary Approval Order, including individual notice to all Settlement Class Members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements of due process. All Participating Class Members, Aggrieved Employees, Released Class Claims and Released PAGA Claims are covered by and included within the Settlement and this Final Order.

5. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and applicable requirements for final approval of this Class Action and PAGA Settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

6. The Court hereby approves the Settlement set forth in the Settlement Agreement, and finds that the Settlement, including the non-reversionary Gross Settlement Amount (which is Three Hundred Thousand Dollars [\$300,000.00]) is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and

research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Settlement Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

7. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other Released Parties. Neither this Final Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed as, or may be used as, an admission by or against Defendants, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendants, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, the Settlement Agreement, the Released Class Claims and Released PAGA Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the Settlement Agreement, and any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and Released PAGA Claims.

8. The Court hereby enters judgment in the entire Action as of the filing date of this Final Order, pursuant to the terms set forth in the Settlement Agreement. Without affecting the finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the

1 interpretation, implementation and enforcement of the Settlement and all orders entered in
2 connection therewith pursuant to California Code of Civil Procedure section 664.6.

3 9. The Court finds the settlement payments provided for under the Settlement to be fair
4 and reasonable in light of all of the circumstances. The Court orders the calculations and the
5 payments to be made and administered in accordance with the terms of the Settlement Agreement.

6 10. The Court hereby confirms Jeremy F. Bollinger, Dennis F. Moss, and Ari E. Moss
7 of Moss Bollinger, LLP, and Frank Kim of Kim Legal, APC as Class Counsel in the Action.

8 11. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
9 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
10 of \$105,000, and attorneys' costs of \$16,064.94 (\$14,744.04 to Moss Bollinger LLP, \$663.45 to
11 Kim Legal, APC, and \$657.45 to Helen Kim Law, APC) from the Gross Settlement Amount as
12 final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by
13 and/or owed to Class Counsel and any other person or entity related to the Action. The Court
14 further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be
15 administered pursuant to the terms of the Settlement Agreement and transferred and/or made
16 payable to Class Counsel in the Action.

17 12. The Court also hereby approves and orders a service award to Plaintiff and Class
18 Representative Paul Ward in the amount of \$7,000.00 from the Gross Settlement Amount.

19 13. The Court also hereby approves and orders payment in the amount of \$7,500.00
20 from the Gross Settlement Amount, payable to the California Labor Workforce Development
21 Agency ("LWDA") (75% of \$10,000 allocated to PAGA penalties to be paid to the LWDA; the
22 remaining 25% or \$2,500 payable to Aggrieved Employees as part of the PAGA portion of the Net
23 Settlement Amount). The Court finds and determines that the parties have satisfied the requirements
24 of Section 2699(l)(2) of PAGA, by submitting the Settlement Agreement to the LWDA.

25 14. The Court also hereby approves and orders payment from the Gross Settlement
26 Amount for actual Administration Costs incurred by the Settlement Administrator, Phoenix
27 Settlement Administrators, in the amount of \$11,500.00.

15. The Court also hereby approves and orders that any monies remaining in the distribution account due to individual settlement checks that remain uncashed after the void date shall be distributed to the Motion Picture & Television Fund as a cy pres recipient pursuant to Code of Civil Procedure Section 384, subd. (b).

16. The Court also hereby finds and orders that the Settlement Agreement is and constitutes a fair, adequate, and reasonable compromise of the Released Claims, including Released PAGA Claims against Defendants and the Released Parties.

17. Provided the Settlement becomes effective under the terms of the Settlement Agreement, the Court also hereby orders that Defendants will pay the Gross Settlement Amount to the Settlement Administrator no later than twenty one (21) calendar days of the Effective Date defined in the Settlement Agreement, and that the Settlement Administrator will mail the Court-approved Individual Settlement Payments to Participating Class Members and Aggrieved Employees, including Plaintiff's Service Award, within fourteen (14) calendar days after such payment is received by the Settlement Administrator. Within fourteen (14) calendar days of Defendants' funding of the Settlement, the Settlement Administrator will mail all Court-approved payments to Class Counsel and the LWDA.

18. When Defendants fully fund the entire Gross Settlement Amount pursuant to the Settlement Agreement, the releases provided in Paragraphs 5.1 to 5.4 of the Settlement Agreement shall become effective, and each and every Released Class Claim (as defined in Paragraph 5.2 the Settlement Agreement) of each and every Participating Settlement Class Member, each and every Released PAGA Claim of each and every Aggrieved Employee (as defined in Paragraph 5.3 the Settlement Agreement), and the claims released by Plaintiff in Paragraphs 5.1-5.1.1 shall be deemed to be conclusively released as against the Released Parties.

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1 19. The Court also hereby finds that there were no objections to the Settlement raised
2 by any person on the record at the hearing on the Final Order.**

3 IT IS SO ORDERED ADJUDGED AND DECREED.



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

4
5 DATED: 06/20/2024

Lawrence P. Riff / Judge
Judge of the Superior Court, County of Los Angeles

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7 **20. The court sets a non-appearance case review for February 27, 2025 at 9:00 a.m. regarding
8 the disbursement of the settlement proceeds. The Administration shall file a report re same
9 at least five court days before that review.