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

J. HALVORSEN and B. ZUCKER, an
individual, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

ARTS AND SCIENCES DEPARTMENT,
LLC, a California Limited Liability Company;
MAL F. WARD, an individual; MARC
MARRIE, an individual; and DOE 1 through
and including DOE 10,

Defendants.

FILED
Superior Court of California
County of Los Angeles
12/06/2024

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

Case No: 22STCV33257

*Assigned to the Hon. David S. Cunningham III,
Dept. SS11*

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, MOTION FOR AWARD OF
ATTORNEY'S FEES, REIMBURSEMENT OF
COSTS AND INCENTIVE AWARDS**

Date: December 6, 2024

Time: 1:45 p.m.

Dept: 11

Location: Spring Street Courthouse
312 N. Spring St.
Los Angeles, CA 90012

Action Filed: Oct. 11, 2022

FAC Filed: Mar. 13, 2023

SAC Filed: May 17, 2024

**[PROPOSED] ORDER GRANTING APPROVAL OF CLASS ACTION SETTLEMENT AND
MOTION FOR AWARD OF ATTORNEY’S FEES, REIMBURSEMENT OF COSTS AND
INCENTIVE AWARDS**

On December 6, 2024, the Court heard Plaintiffs’ unopposed Motion for Final Approval of Class Action Settlement and Motion for Award of Attorney’s Fees, Reimbursement of Costs and Incentive Award in the above-entitled action (the “Action”). The Court has considered all papers filed, other information presented, and based on those papers and any other information presented, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. The Court grants final approval of the settlement based upon the terms set forth in the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”) between Plaintiffs Jerred Halvorsen, Ben Zucker and Eddie Martinez (“Plaintiffs”) and Defendants Arts and Sciences Department, LLC, Mal F. Ward and Marc Marrie (collectively “Defendants”).

2. Capitalized terms used in this Order are as defined in the Settlement.

3. The Court further finds, for settlement purposes only, that the requirements of California Code of Civil Procedure § 382 and of California Rules of Court, Rule 3.760 *et seq.* are satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class as defined in the Settlement:

For the period from April 14, 2018 through July 31, 2023, excluding those on Staff payroll, all persons paid wages on account of services provided to Defendant ASD in the production of Motion Pictures, as defined by California Labor Code § 201.5 in California during the Class Period (the “Settlement Class”). For the avoidance of doubt, ASD’s regular staff employees in California who were never engaged by the Company to perform services temporarily in connection with one or more Motion Picture productions are not included in the Settlement Class.

Settlement at ¶ 1.6.

4. The Court finds that the proposed Settlement is fair, adequate and reasonable to the Class when balanced against the probable outcome of further litigation, given the risks relating to liability and damages and, therefore, meets the requirements for final approval. Based on the record, the Court finds that the Parties engaged in extensive investigation and research allowing them to reasonably evaluate

1 their respective positions and that at this time would avoid substantial additional costs by all Parties, as
2 well as the delay and risks that would be presented by the further prosecution of the Class Action. The
3 Settlement was reached as a result of extensive, arms-length negotiations utilizing an experienced third
4 party neutral and after a full day of mediation.

5 5. Pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California Rules
6 of Court, the Court grants final approval of the Settlement as set forth in the Settlement Agreement. For
7 settlement purposes only, the Court finds that Plaintiffs are an adequate representative of the Class and
8 appoints them as such. For settlement purposes only, the Court further finds that Alan Harris and Priya
9 Mohan Harris & Ruble (“Class Counsel”) have adequately represented the Class and are appointed as
10 Class Counsel.

11 6. The Court determines that the Parties substantially complied with the distribution of the
12 Class Notice to the Class in the manner and form set forth in the Preliminary Approval Order filed on
13 July 26, 2024, and the August 30, 2024, Order extending the mailing deadline for Class Notice, and that
14 the Class Notice provided to the Class was the best notice practicable under the circumstances and
15 constituted due and sufficient notice to all persons entitled to such notice. The Court confirms
16 Simpluris, Inc. (“Simpluris”) as the Settlement Administrator. The procedures for paying the settlement
17 administration costs, as set forth in the Settlement are approved. Simpluris is directed to perform all
18 responsibilities of the Settlement Administrator as set forth in the Settlement Agreement.

19 7. The Court determines that the procedures required by the Preliminary Approval Order
20 have been carried out and satisfy due process requirements such that all absent Class Members have
21 been given the opportunity to participate fully in the approval process.

22 8. There were no requests for exclusion to the Settlement in response to the Class Notice.
23 Accordingly, the Class, including Plaintiffs, all the Class Members shall be deemed conclusively to have
24 made the following releases set forth in ¶ 5.2 of the Settlement Agreement:

25
26 All Participating Class Members, on behalf of themselves and their respective former and
27 present representatives, agents, attorneys, heirs, administrators, successors and assigns,
28 release Released Parties from (i) all claims that were alleged, or reasonably could have
been alleged, based on the Class Period facts stated in the Operative Complaint
including, e.g., (a) any and all claims involving an alleged failure to pay wages due upon
termination of employment (Cal. Lab. Code section 203); (b) any and all claims

1 involving an alleged failure to provide compliant wage statements (Cal. Lab. Code
2 section 226); (c) any and all claims involving an alleged failure to provide meal breaks
3 (Cal. Lab. Code sections 226.7, 512, and Wage Order 12); (d) any and all claims
4 involving an alleged failure to provide rest breaks (Cal. Lab. Code section 226.7 and
5 Wage Order 12); (e) any and all claims involving an alleged failure to pay minimum
6 wages (Cal. Lab. Code section 1194 and 1198); (f) any and all claims involving an
7 alleged failure to pay overtime wages. The released claims include all claims based on
8 the Class Period facts stated in the Operative Complaint arising under the California
9 Labor Code (including sections 201, 201.3, 201.5, 202, 203, 204, 210, 218.5, 218.6,
10 226(a), 226.7, 226.8, 510, 512, 515, 558, 558.1, 1174, 1194, 1194.2, 1197, 1198, 2802
11 and 2810.3); the Wage Orders of the California Industrial Welfare Commission;
12 California Business and Professions Code section 17200 *et seq.* Participating Class
Members who negotiate or otherwise deposit their Settlement Payment Check will be
deemed to have opted into the Action and thereby release Released Parties from all
claims that were alleged, or reasonably could have been alleged in the action filed by
Eddie Martinez in the United States District for the Court Central District of California,
Case No. 2:23-cv-1912 and as to those Class Members they expressly waive and release
any FLSA claims arising during the Class Period and reasonably related to the claims and
allegations in the United States District for the Court Central District of California, Case
No. 2:23-cv-1912. Except as set forth in Section 5.3 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 Period.

13 Settlement at ¶ 5.2.

14 9. Plaintiffs shall be deemed to release all claims against Defendants and the Released
15 Parties, including all Unknown Claims, as set forth in paragraphs 5.1 and 5.1.1 of the Settlement
16 Agreement.

17 10. The Settlement is not an admission by Defendants, nor is this Order a finding of the
18 validity of any claim or allegation in the Action of any wrongdoing by Defendants. Neither the
19 Settlement, nor any document referenced therein, nor any action taken to carry out the Settlement, will
20 be (a) construed as or used as an admission, concession or indication by or against Defendants of any
21 fault, wrongdoing or liability, including any concession that certification of a class other than for
22 purposes of settlement would be appropriate in this Action or in any other case or an admission that any
23 of Defendants' defenses in the Action are without merit, or (b) disclosed, referred to, or offered in
24 evidence against Defendants in any proceeding except for purposes of effectuating the Settlement.
25 However, the Settlement may be admitted in evidence and otherwise used in any proceeding to enforce
26 its terms, or in defense of any claims released or barred by the Settlement.

27 11. The Court has reviewed all documentation submitted in support of the request for an
28 Incentive Award for Plaintiffs for their efforts in bringing and prosecuting this case, and the final risk

1 undertaken in bringing the action. Plaintiffs have provided a general release and waiver under Code of
2 Civil Procedure section 1542. Applying these standards, the Court approves a class representative
3 Incentive Award in the amount of \$5,000 to each Plaintiff (a total of \$15,000), which the Court
4 determines to be fair and reasonable.

5 12. The Court awards \$253,320 in attorney's fees and \$21,000 in actual costs to Class
6 Counsel, which the Court determines to be fair and reasonable.

7 13. The Court hereby approves a payment of \$29,000 to Simpluris for its services as
8 settlement administrator.

9 14. The Court hereby approves a payment of \$15,000 to California's Labor & Workforce
10 Development Agency for the settlement allocated to alleged penalties under the California Labor Code's
11 Private Attorneys General Act of 2004 ("PAGA"). Cal. Lab. Code §§ 2699, 2699.3 and 2699.5.

12 15. In sum, the Court awards the following: (1) \$253,320 for attorneys' fees; (2) \$21,000 in
13 attorneys' costs; (3) \$5,000 to each Plaintiff (\$15,000 in total) as incentive awards; (4) \$29,000 for
14 settlement administration costs; (5) \$15,000 to California's Labor & Workforce Development Agency to
15 for the settlement allocated to alleged penalties under the California Labor Code's Private Attorneys
16 General Act of 2004 ("PAGA"); and (6) \$5,000 to be distributed to the Aggrieved Employees. The gross
17 settlement amount is \$759,960 and the net amount to be distributed to the Class Members is \$421,640.

18 16. The Parties shall bear all their own costs and attorneys' fees, except as otherwise set forth
19 in the Settlement or this Order.

20 17. The Court directs the Parties to effectuate the Settlement according to the terms of the
21 Settlement. For any Class Member whose check is uncashed and cancelled after the void date, the
22 Administrator shall redistribute the funds represented by such checks among the remaining Class
23 Members. For any subsequent checks that are uncashed and cancelled, the Administrator shall transmit
24 the funds represented by such checks to the California Controller's Unclaimed Property Fund in the
25 name of the Class Member.

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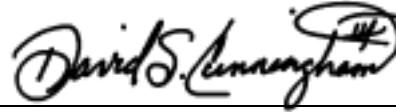
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1 18. A nonappearance case review is set for February 24, ²⁰²⁶~~2025~~. A Declaration from the
2 Administrator, summarizing all distributions made pursuant to the approved Settlement, is due on
3 February 17, 2025.

4 **IT IS SO ORDERED.**

5 DATED: 12/06/2024

A handwritten signature in black ink, reading "David S. Cunningham III". The signature is written in a cursive style with a large, stylized "D" and "C".

The Honorable David S. Cunningham III
Los Angeles Superior Court Judge

PROOF OF SERVICE

I am attorney for the plaintiffs herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 655 North Central Avenue, 17th Floor, Glendale, California 91203. On November 8, 2024, I served the within documents:

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, MOTION FOR AWARD OF ATTORNEY'S FEES, REIMBURSEMENT OF COSTS AND INCENTIVE AWARDS

Electronic Service: I caused the above-entitled document(s) to be served through Case Anywhere addressed to all parties appearing on the electronic service list for the above-entitled case and on the interested parties in this case:

Scott Witlin
Michael Witczak
Barnes & Thornburg LLP
2029 Century Park East, Ste. 300
Los Angeles, CA 90067

I declare under penalty of perjury that the above is true and correct. Executed on November 8, 2024, at Los Angeles, California.



Priya Mohan