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Attorneys for Defendants

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JOHN COSTA, individually and on
behalf of those similarly situated,

Plaintiff,

v.

COMMUNITY FILMS, LLC, a
California Limited Liability
Company; CARL SWAN, an
individual; DOE 1 through and
including DOE 10,

Defendants.

Case No. 23STCV11051

*Assigned to the Hon. Stuart M. Rice,
Dept. 1*

**DEFENDANTS' STATUTORY OFFER
TO COMPROMISE TO PLAINTIFF**

[Cal. Code Civ. Pro. § 998]

Complaint Filed: May 16, 2023

TO PLAINTIFF JOHN COSTA AND HIS ATTORNEYS OF RECORD:

Pursuant to California Code of Civil Procedure section 998, Defendants Community Films, LLC, Carl Swan, and Elizabeth Schwartz (“Defendants”) hereby make this statutory Offer to Compromise to Plaintiff John Costa (“Plaintiff”). The terms of the Offer to Compromise are as follows:

1. Defendants agree to pay a total sum of Thirty Thousand Dollars (\$30,000.00) in full and final settlement of any and all claims of any kind arising out of or related to the facts alleged in the Complaint. This amount shall be inclusive of any and all attorneys’ fees, interest, and costs otherwise awardable to Plaintiff in the action;

2. Plaintiff agrees to dismiss all of his own claims against all Defendants, with prejudice as to himself;

3. Plaintiff agrees to dismiss all claims against all Defendants as to the absent class members and as to the others covered by his the representative cause of action, without prejudice; and

4. Judgment shall be entered on these above terms.

Pursuant to California Code of Civil Procedure section 998, this Offer to Compromise shall remain open for thirty (30) days after service (or 30 days plus two court days after e-service), or until the commencement of trial, whichever comes first, and if not accepted within that time frame will be deemed revoked and withdrawn, and cannot be used as evidence at the time of trial.

In the event that Plaintiff does not accept this Offer to Compromise, and fails to obtain a more favorable judgment at the time of trial, Plaintiff shall not recover his costs incurred after the Offer was made and she will be required to pay the costs incurred by Defendants from the time of the Offer going forward. Code Civ. Proc. § 998(c), (e). The Court may also order Plaintiff to pay a reasonable sum to cover Defendants’ post-offer costs of the services of expert witnesses, actually incurred and reasonably necessary in either, or both, preparation for trial or during trial of the case by Defendants. Code Civ. Proc. § 998(c).

Acceptance of this Offer to Compromise must be in writing. Plaintiff may accept this Offer either by his counsel signing and timely serving a statement in writing that the Offer is accepted pursuant to California Code of Civil Procedure section 998, or by his counsel signing and timely serving the applicable

1 Notice of Acceptance below.
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4 DATED: May 5, 2024
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6 BARNES & THORNBURG, LLP
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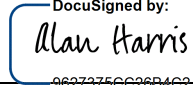
8 By: /s/ Scott J. Witlin
9 Scott J. Witlin
10 Michael P. Witczak
11 Attorneys for Defendants
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NOTICE OF ACCEPTANCE BY PLAINTIFF JOHN COSTA

The undersigned, on behalf of and with the authority of his client, Plaintiff John Costa hereby accepts the Offer to Compromise from Defendants Community Films, LLC, Carl Swan, and Elizabeth Schwartz, pursuant to California Code of Civil Procedure section 998, in accordance with the conditions set forth in the Offer to Compromise.

DATED: May 16, 2024

HARRIS & RUBLE

By: 
Alan Harris
David Garrett
Attorneys for Plaintiffs