

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL DISTRICT, SPRING STREET COURTHOUSE

PAUL TIPPIN, an individual,
Plaintiff,
v.
ABC STUDIOS, an unknown entity, and
DOE 1 through and including DOE 10,
Defendants.

CASE NO. 19STCV42425
**AMENDED CLASS SETTLEMENT
AGREEMENT**
Judge: Hon. Lawrence P. Riff
Dept: 7

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AMENDED SETTLEMENT AGREEMENT

This Amended Settlement Agreement is entered into and effective upon the date of full execution by all Parties, by and between: (1) the Settlement Class Representative in the above-entitled proceeding, for himself and on behalf of the Settlement Class; and (2) Defendant. All capitalized terms used herein are as defined in Section 2 below or as defined elsewhere in this Agreement.

1. RECITALS

1.1 This Settlement Agreement is entered into with reference to the following facts:

1.2 The Settlement Class Representative believes that the Settled Claims have merit and that the evidence developed to date supports his claims. However, the Settlement Class Representative and Settlement Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the claims through trial, appeals, and ancillary actions. The Settlement Class Representative and Settlement Class Counsel also have taken into account the uncertain outcome and the risk of any litigation, as well as the difficulties, complexities, and delays inherent in such litigation. The Settlement Class Representative and Settlement Class Counsel also are mindful of the inherent problems of proof in establishing, and possible defenses to, the claims asserted in this Action. The Settlement Class Representative and Settlement Class Counsel believe that the Settlement set forth in this Agreement confers substantial benefits upon the Settlement Class. Based upon their evaluation, the Settlement Class Representative and Settlement Class Counsel have determined that the Settlement set forth in this Agreement is in the best interest of the Settlement Class and is fair, adequate, and reasonable.

1.3 Defendant has denied and continues to deny all liability with respect to any and all of the Settled Claims or the facts alleged in support thereof and has denied and continues to deny all charges of wrongdoing or liability against it arising out of or relating to any conduct, acts, or omissions alleged or that could have been alleged in the Action. Defendant’s willingness to resolve the Settled Claims on the terms and conditions embodied in this Agreement is based on, among other things: (i) the time and expense associated with litigating the Settled Claims through trials and any appeals; (ii) the benefits of resolving the Settled Claims, including limiting further

1 expense, inconvenience and distraction, disposing of burdensome and protracted litigation, and
2 permitting Defendant to conduct its business unhampered by the distractions of continued
3 litigation; and (iii) the uncertainty and risks inherent in any litigation.

4 **1.4** The Parties to this Agreement recognize that the claims against Defendant are
5 strongly disputed, and the Parties wish to resolve completely and totally all Settled Claims against
6 Defendant and the other Released Parties.

7 **1.5** **NOW THEREFORE**, subject to Court approval, as hereinafter provided, it is
8 hereby agreed by the Parties that, in consideration of the promises and covenants set forth in this
9 Agreement, and upon the entry by the Court of a final order approving the Settlement and directing
10 the implementation of the terms and conditions of the Settlement as set forth in this Agreement,
11 this Action shall be settled and compromised upon the terms and conditions contained herein.

12 **2. DEFINITIONS**

13 As used in this Agreement, in addition to any definitions elsewhere in this Agreement, the
14 following terms shall have the meanings set forth below:

15 **2.1** “**Action**” means and refers to *Paul Tippin v. ABC Studios*, Los Angeles County
16 Superior Court Case No. 19STCV42425.

17 **2.2** “**Aggrieved Employees**” means and refers to all Persons who were issued an
18 itemized wage statement by Defendant during the Release Period.

19 **2.3** “**Agreement**” means and refers to this Settlement Agreement.

20 **2.4** “**Claims Administrator**” means and refers to a mutually-agreeable claims
21 administrator with adequate security protocols, subject to Court approval, which will administer
22 the Settlement Fund as described in this Agreement.

23 **2.5** “**Class Notice**” means and refers to a mutually-agreeable class notice approved by
24 the Court.

25 **2.6** “**Compensable Pay Periods**” means and refers to each payroll period during which
26 a Settlement Class Member worked for Defendant and received an itemized wage statement at any
27 time during the Release Period.

28 **2.7** “**Complaint**” means and refers to the operative complaint in the Action.

1 **2.8** “**Court**” means and refers to the Superior Court of California, County of Los
2 Angeles.

3 **2.9** “**Defendant**” means and refers to ABC Signature, LLC, formerly known as
4 Touchstone Television Productions, LLC dba ABC Studios.

5 **2.10** “**Final Approval Order**” means and refers to the Court’s judgment and order
6 granting final approval of the class settlement following the motion as set forth in Section 5.3.
7 This Final Approval Order shall constitute approval pursuant to California Rules of Court 3.769(a)
8 and a judgment pursuant to California Rules of Court 3.769(h).

9 **2.11** “**Final Effective Date**” means and refers to: (a) if no appeal, writ, or other request
10 for appellate review is filed, the expiration date of the time for the filing for any such appeal, writ,
11 or request for appellate review (which expiration date will be sixty-five (65) calendar days after
12 service of notice of entry of the Final Approval Order); and (b) if any appeal, writ, or other request
13 for appellate review is filed, the date when that appeal, writ, or request for appellate review is
14 finally ruled upon, denied, or dismissed, and no other appeal, writ or appellate review is possible.

15 **2.12** “**LWDA**” means and refers to the Labor & Workforce Development Agency.

16 **2.13** “**Notice Program**” means and refers to the notice procedures set forth in Section 6.

17 **2.14** “**Opt Out Period**” means and refers to the period of time between the
18 commencement of the Notice Program and an agreed date certain sixty (60) calendar days later
19 during which members of the Settlement Class may exercise the right to opt out of the Settlement
20 Class pursuant to the provisions of Section 7.

21 **2.15** “**PAGA Letter**” means and refers to the letter sent by or on behalf of the
22 Settlement Class Members to the LWDA regarding the allegations in the Complaint, specifically
23 including the November 25, 2019 letter from Settlement Class Counsel to the LWDA regarding
24 Settlement Class Representative.

25 **2.16** The “**PAGA Period**” is defined as November 26, 2018 through and including
26 February 28, 2019. The “**PAGA Release**” is defined as all claims for penalties under PAGA as
27 disclosed in the PAGA Letter and alleged in the Complaint and arising during the PAGA Period.
28 The “**PAGA Release Effective Date**” is the date upon which Defendant fully funds the Settlement.

1 **2.17 “Participating Class Member”** means and refers to a Settlement Class Member
2 who does not timely and validly opt-out of the Settlement Class pursuant to the provisions of
3 Section 7.

4 **2.18 “Participating Class Member Allocation Amount”** means and refers to the
5 amount to be allocated to individual Participating Class Members as calculated pursuant to the
6 provisions of Section 10.2.1.

7 **2.19 “Parties”** means and refers to the Settlement Class Representative, for himself and
8 on behalf of the Settlement Class, and Defendant.

9 **2.20 “Person”** means and refers to any individual, proprietorship, corporation, personal
10 loan-out corporation, partnership, association, trustee, unincorporated association, or any other
11 type of legal entity, except a governmental entity.

12 **2.21 “Preliminary Approval Order”** means and refers to the Court’s order granting
13 preliminary approval of this Agreement and approval of the Notice Program following the motion
14 as set forth in Section 5.1. This Preliminary Approval Order shall constitute an order for and
15 setting a final approval hearing pursuant to California Rules of Court 3.769(d) and 3.769(e).

16 **2.22 “Release Period”** means and refers to the period between November 26, 2018 and
17 February 28, 2019. The **“Class Release Effective Date”** is the date upon which Defendant fully
18 funds the Settlement.

19 **2.23 “Released Party” or “Released Parties”** means and refers to: (a) Defendant and
20 each and all of Defendant’s past or present partners, parents, subsidiaries, or related entities
21 (regardless of whether such partners, parents, subsidiaries, or related entities are individuals,
22 corporations, partnerships, limited partnerships, limited liability companies, or other forms of
23 entity); (b) each and all of the predecessor or successor entities of any of those entities identified in
24 subparagraph (a); (c) any other individuals or entities of any kind, including but not limited to any
25 payroll companies, which have been or could be alleged to be in any manner responsible (whether
26 on an alter ego, joint employer, statutory employer, integrated enterprise, or any other theory) for
27 any actual or alleged violations described in Section 2.25; and (d) all past and present directors,

1 officers, representatives, insurers, agents, shareholders, partners, members, lawyers, and employees
2 of any of the individuals or entities identified in subparagraphs (a), (b), or (c).

3 **2.24 “Releasing Party” or “Releasing Parties”** means and refers to the Settlement
4 Class and its members, agents, partners, joint venturers, affiliates, predecessors, successors, heirs,
5 assigns, insurers, personal loan-out corporations, and any other Persons or entities claiming by or
6 through the Settlement Class, in their capacities as such.

7 **2.25 “Settled Claims”** means and refers, in connection with the employment of the
8 Settlement Class Member by Defendant during the Release Period, to any and all claims,
9 liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses,
10 debts, actions, and causes of action, which Releasing Party now has or at any time ever had against
11 Released Party through the date the Preliminary Approval Order is entered, which are based on the
12 facts alleged in the operative Complaint, and arising during the Release Period, which specifically
13 includes: (a) check stubs, wage statements, documentation, information, or records provided,
14 delivered, or maintained, or not provided, delivered, or maintained; (b) record-keeping
15 obligations; (c) violation or alleged violation of California Labor Code Sections 226 and/or any
16 other statute or regulation regarding check stubs or wage statements and/or record-keeping
17 obligations; (d) attorneys’ fees due or allegedly due under California Labor Code Section 218.5 or
18 any other statute, regulation, or contractual provision based on the foregoing claims; (e) any other
19 claims that any Releasing Party has arising out of or based upon the allegations contained in the
20 Complaint or in the PAGA Letter; and (f) penalties or other payments which in any way arise out
21 of or are based on any of the foregoing, whether enforced directly or pursuant to the California
22 Labor Code, and/or California Business and Professions Code Section 17200, *et seq.* The release
23 of Settled Claims shall not become effective until Defendant fully funds the Settlement.

24 **2.26 “Settlement”** means and refers to the settlement reflected in and to be effectuated
25 through this Agreement.

26 **2.27 “Settlement Class” or “Settlement Class Member”** means and refers to all
27 Persons who were issued an itemized wage statement by Defendant during the Release Period.

1 Excluded from the Settlement Class are all Persons who properly and timely elect to opt out
2 pursuant to Section 7.

3 **2.28 “Settlement Class Counsel”** means and refers to Alan Harris and David Garrett of
4 Harris & Ruble.

5 **2.29 “Settlement Class Counsel’s Fees, Costs, and Expenses”** means and refers to the
6 amount awarded by the Court to Settlement Class Counsel for reasonable attorneys’ fees, costs,
7 and expenses associated with this Action and the resolution thereof, and no other settlement, as
8 described in Section 11.1.

9 **2.30 “Settlement Class Representative”** means and refers to Paul Tippin.

10 **2.31 “Settlement Fund”** means and refers to the financial institution account established
11 to hold all proceeds from whatever source necessary to provide the benefits under this Agreement.

12 **2.32 “Settlement Termination Date”** means and refers to the date, if any, that
13 Defendant exercises its right to terminate this Agreement.

14 **3. SETTLEMENT PURPOSES ONLY**

15 **3.1 General.** This Agreement is for settlement purposes only.

16 **3.2 Settlement Class Only.** Any certification of a preliminary or final Settlement
17 Class pursuant to the terms of this Agreement shall not constitute nor be construed as an
18 admission, and shall not be admissible in any proceeding as an admission, on the part of
19 Defendant or any other Person that this Action or any other action is appropriate for class or
20 representative treatment at trial pursuant to Rule 23 of the Federal Rules of Civil Procedure,
21 California Code of Civil Procedure Section 382, California Labor Code Section 2698, *et seq.*,
22 California Business and Professions Code Section 17200, *et seq.*, or any similar class and/or
23 representative action statute or rule. This Agreement shall not prejudice Defendant’s rights or any
24 other Person’s rights to oppose certification of a litigated class or other representative treatment in
25 this Action or in any other action or proceeding. Settlement Class Counsel shall not refer to this
26 Agreement or make any argument concerning this Agreement in any contested proceeding to
27 certify a litigated class or obtain other representative treatment.

1 **3.3 Admissibility.** This Agreement, any negotiations or proceedings related hereto, the
2 implementation hereof, and any papers submitted in support of the motions for approval hereof
3 (collectively, the “Settlement Proceedings”) shall not be construed as, nor deemed to be evidence
4 of, any admission or concession by any of the Parties or any other Person regarding liability or the
5 appropriateness of class treatment, and shall not be offered or received in evidence in any action or
6 proceeding for any purpose whatsoever; provided, however, that this Agreement and the
7 Settlement Proceedings may be presented to the Court in connection with the implementation or
8 enforcement of this Agreement, or as may be necessary or appropriate to further the purposes
9 sought to be achieved by this Agreement.

10 **3.4 Denial of Liability.** By entering into this Agreement, it is understood that
11 Defendant does not admit and, in fact, expressly denies that: (i) it has breached any duty,
12 obligation, or agreement; (ii) it has engaged in any illegal, tortious, or wrongful activity; (iii) it is
13 liable to members of the Settlement Class; or (iv) any damages have been sustained by any
14 Settlement Class Member or by any other Person.

15 **4. JURISDICTION**

16 **4.1 Continuing Jurisdiction.** The Court has, and shall continue to have, jurisdiction
17 to make any orders as may be appropriate to effectuate, consummate, and enforce the terms of this
18 Agreement, to approve award of attorneys’ fees and costs pursuant hereto, and to supervise the
19 administration and distribution of money from the Settlement Fund pursuant to California Code of
20 Civil Procedure Section 664.6. Any dispute or question relating to or concerning the
21 interpretation, enforcement, or application of this Agreement shall be presented to the Court for
22 resolution.

23 **5. COURT APPROVAL OF THE SETTLEMENT**

24 **5.1 Preliminary Approval and Notice Approval.** After the execution of this
25 Agreement, Settlement Class Counsel shall move the Court for an order granting preliminary
26 approval of this Agreement and approval of the proposed Notice Program and, in connection
27 therewith, submit to the Court a mutually-acceptable proposed Preliminary Approval Order.

1 **5.2 Objections.** The Preliminary Approval Order shall specify that Settlement Class
2 Members shall have until an agreed date certain, which shall be sixty (60) calendar days from the
3 commencement of the Notice Program pursuant to Section 6, to send objections to this Agreement
4 to the Claims Administrator, which then shall serve those objections on the Court and counsel for
5 the Parties. Notwithstanding the above, the Court may elect to hear from any class member who
6 attends the final approval hearing and asks to speak regarding his or her objection.

7 **5.3 Final Approval.** Within thirty (30) calendar days following the expiration of the
8 Opt Out Period, if the Agreement has not been terminated in accordance with Section 8,
9 Settlement Class Counsel shall file a motion for final approval and, in connection therewith,
10 submit to the Court a mutually-acceptable proposed Final Approval Order.

11 **6. CLASS NOTICE**

12 **6.1 Mailed Notice.** Within twenty (20) calendar days after entry of the Preliminary
13 Approval Order, Defendant shall submit to the Claims Administrator, in electronic form, a list of
14 all Settlement Class Members. The list shall include each Settlement Class Member’s name, last
15 known address, social security number, and the number of pay periods worked for Defendant
16 during the Release Period for which the Settlement Class Member received an itemized wage
17 statement, which the Claims Administrator shall use to calculate the total number of Compensable
18 Pay Periods. Within fifteen (15) calendar days after receipt of the foregoing list, the Claims
19 Administrator and/or its designee shall run a national change of address update and send by first
20 class postage prepaid U.S. mail a copy of the Class Notice approved by the Court to each
21 Settlement Class Member on the final list. Such Class Notice to each Settlement Class Member
22 shall contain the Settlement Class Member’s Compensable Pay Periods calculated from
23 Defendant’s records and the estimated Participating Class Member Allocation Amount. Any
24 Class Notices returned to the Claims Administrator as undeliverable on or before the deadline for
25 postmarking the opt outs shall be sent promptly via First-Class U.S. Mail to the forwarding
26 address affixed thereto, and the Claims Administrator shall indicate the date of such re-mailing on
27 the Notice Packets. If no forwarding address is provided, the Claims Administrator shall promptly
28 attempt to determine the correct address using a single skip-trace or other search using the name,

1 address and/or Social Security Number of the Settlement Class Member involved, and it shall then
2 perform a single re-mailing within five (5) days of receiving notice that the Class Notice was
3 undeliverable. If after performing a skip-trace search, the Class Notice is still returned to the
4 Claims Administrator as undeliverable, that Person will be deemed a Settlement Class Member.
5 However, the Claims Administrator will continue with reasonable efforts to locate the proper
6 mailing address (or email) of the Class Member for any undeliverable notice, including a periodic
7 check of the National Change of Address database, up until the end of the Class Period. Those
8 Settlement Class Members who receive a re-mailed Class Notice shall have their deadline for
9 postmarking an opt out, dispute, or objecting to the settlement extended by fifteen (15) calendar
10 days from the date of re-mailing or until the original deadline for postmarking an opt out,
11 whichever is later. There is no obligation to attempt to locate Class Members after the opt out
12 deadline set forth in the Class Notice.

13 **6.2 Cost of Notice and Administration.** The notice administration fees and costs for
14 this Settlement shall be paid from the Settlement Fund. Settlement Class Counsel preliminarily
15 estimates that such fees and costs will be approximately \$14,000. If the actual fees and costs
16 exceed \$14,000, the amounts payable to Settlement Class Members under Section 10 shall be
17 reduced *pro rata* to cover any excess notice and administration costs. Any amounts not utilized
18 for administration costs shall be included in the distributions to Participating Class Members.

19 **6.3 Records of Notice.** The Claims Administrator shall keep records of all notices,
20 and the cost thereof. Promptly upon request, the Claims Administrator shall provide a sworn
21 proof of mailing.

22 **6.4 Notice in English.** Based on the nature of their employment, all Settlement Class
23 Members are fluent in English such that no translation of the Class Notice is required.

24 **7. RIGHT OF EXCLUSION**

25 **7.1 Procedure.** Settlement Class Members may elect to opt out of the Settlement
26 Class and thus exclude themselves from the Action and the Settlement Class at any time during
27 the Opt Out Period. To exercise the opt out right set forth in this Section 7.1, a Settlement Class
28 Member must submit a written request to the Claims Administrator to exclude himself or herself

1 from this Agreement, which request shall contain the Settlement Class Member's name, address,
2 telephone number, and last four digits of his or her social security number. Such requests for
3 exclusion must be sent to the Claims Administrator and must be postmarked on or before the end
4 of the Opt Out Period. No specific language must be used to request exclusion if the intent to be
5 excluded is communicated by the opting out Settlement Class Member. All Settlement Class
6 Members who do not opt out in accordance with this Agreement during the Opt Out Period will be
7 deemed to have forever waived their right to opt out of the Settlement Class and will be deemed
8 Settlement Class Members for all purposes under this Agreement and will be irrevocably bound
9 by this Agreement. Any individual who timely and properly opts out shall not be entitled to any
10 individual relief under this Agreement. The Claims Administrator shall provide regular updates to
11 counsel for all Parties as to any and all individuals who opt out of the Settlement Class.

12 **7.2 Withdrawal of Election to Opt Out.** Prior to the entry of the Final Approval
13 Order, any Person who has elected to opt out may withdraw that election by notifying the Claims
14 Administrator in writing that he or she wishes to be a Settlement Class Member. The Claims
15 Administrator shall maintain records of all withdrawn opt outs, and shall provide such information
16 to counsel for all Parties. At any time after the entry of the Final Approval Order, any Person who
17 has elected to opt out of this Agreement may withdraw that election only upon receiving the
18 written consent of Defendant and Court approval.

19 **8. SETTLEMENT TERMINATION**

20 **8.1 Termination if Court Approval Is Not Obtained.** This Agreement is expressly
21 conditioned upon: (i) Court approval of this Agreement; (ii) entry of the Preliminary Approval
22 Order in a mutually-agreeable form; and (iii) entry of the Final Approval Order in a mutually-
23 agreeable form. If the Court declines to enter either of these Orders, or modifies (in what
24 Defendant reasonably determines to be a material way) any aspect of this Agreement or of such
25 Orders, Defendant shall have the independent right to terminate this Agreement as set forth in
26 Section 8.4. For purposes of this Section 8, a "material" modification shall include, but is not
27 limited to, any modification in the releases to be provided, or any modification that would increase
28 the Total Maximum Settlement Payment (defined below).

1 **8.2 Termination if Opt Out Limit Is Exceeded.** If more than ten percent (10%) of
2 Settlement Class Members opt out of the Settlement Class, Defendant shall have the right to
3 terminate this Agreement as set forth in Section 8.4.

4 **8.3 Termination after Appeal.** If a Court of Appeal on review of this Agreement
5 and/or the Final Approval Order declares unenforceable, reverses, vacates, or modifies (in what
6 Defendant reasonably determines to be a material way) any aspect of this Agreement or the Final
7 Approval Order, Defendant shall have the independent right to terminate this Agreement as set
8 forth in Section 8.4.

9 **8.4 Termination Procedure and Effect.** If Defendant elects to terminate this
10 Agreement pursuant to Sections 8.1, 8.2, and/or 8.3, Defendant may do so by giving written notice
11 to Settlement Class Counsel. Notice of termination pursuant to Section 8.1 must be given within
12 thirty (30) calendar days of the act or order declining to enter the Order or modifying this
13 Agreement, unless subject to further appeal, in which case the notice must be given prior to the
14 Final Effective Date. Notice of termination pursuant to Section 8.2 must be given prior to Final
15 Approval. Notice of termination pursuant to Section 8.3 must be given prior to the Final Effective
16 Date. If Defendant terminates this Agreement pursuant to Section 8, the termination shall void all
17 of the rights, obligations, and releases under this Agreement, except for those provisions that are
18 necessary to effectuate the termination. Within fifteen (15) calendar days after notice of
19 termination, the Claims Administrator shall return all settlement payments made by Defendant
20 prior to such termination (inclusive of interest and exclusive of notice and administration costs
21 already expended). The Claims Administrator shall then allocate such previously expended notice
22 and administration costs equally between Plaintiff and Defendant and invoice Plaintiff and
23 Defendant for half of such costs (with a credit to Defendant for previously paid costs). All
24 payments to the Claims Administrator shall be due thirty (30) calendar days after receipt of the
25 Claims Administrator's invoice.

26 **9. SETTLEMENT PAYMENTS**

27 **9.1 Funding Commitment.** Defendant shall fund the obligations of this Agreement in
28 accordance with the procedures set forth herein with a non-reversionary amount certain of

1 \$200,000 (“Total Maximum Settlement Payment” or “TMSP”). The TMSP shall be used to pay
2 all of Settlement Class Counsel’s Fees, Costs, and Expenses, all costs of claims administration, all
3 incentive payments to the Settlement Class Representative, the payment to the LWDA, and all
4 settlement payments to Participating Class Members. No Released Party shall be required to pay
5 anything above or beyond the TMSP, under any circumstance, as a result of this Agreement.

6 **9.2 Funding upon Preliminary Approval.** Within twelve (12) business days after the
7 entry of the Preliminary Approval Order, Defendant shall mail or wire to the Claims Administrator
8 the sum of \$5,000 to pay for the notice program and initial administrative expenses. The time to
9 make such payment may be extended by mutual consent of the Parties.

10 **9.3 Funding upon Final Effective Date.** Within twelve (12) business days after the
11 Final Effective Date, Defendant shall mail or wire to the Claims Administrator the sum sufficient
12 to pay Settlement Class Counsel’s Fees, Costs, and Expenses, the incentive payments to the
13 Settlement Class Representative, the payment to the LWDA, any unpaid notice and administration
14 costs incurred to date, and the payments to the Participating Class Members. The time to make
15 such payment may be extended by mutual consent of the Parties.

16 **9.4 Payment of Settlement Class Counsel’s Fees, Costs, and Expenses.** Within
17 twenty (20) calendar days after receipt of the funds described in Section 9.3 above, the Claims
18 Administrator shall mail the payments to the Class Members and Aggrieved Employees (as more
19 fully set forth in ¶ 10.6 below). At the same time that payments are mailed to Class Members, the
20 Claims Administrator shall wire the amount of Settlement Class Counsel’s Fees, Costs, and
21 Expenses to Settlement Class Counsel from the Settlement Fund, unless the Agreement is
22 terminated.

23 **9.5 Funding for Final Administrative Expenses.** Within fifteen (15) calendar days
24 after all of the checks distributed by the Claims Administrator to Participating Class Members are
25 cashed, deposited, and/or expired (based on a 180-day stale date), the Claims Administrator shall
26 notify the Parties in writing as to the total additional amount, if any, needed to pay the Claims
27 Administrator’s final invoice for fees and expenses. Within twenty (20) calendar days after receipt
28 of any notice under this Section 9.5, Defendant shall deposit such additional amount into the

1 Settlement Fund. In no circumstances will Defendant be responsible for more than the TMSP,
2 however.

3 **9.6 Interest on the Settlement Fund.** All interest generated by the monies in the
4 Settlement Fund shall accumulate and become part of the Settlement Fund.

5 **10. PROTOCOL FOR PAYMENTS TO SETTLEMENT CLASS MEMBERS**

6 **10.1 Claims Administrator.** Subject to Court approval, a reputable, experienced entity
7 shall be the Claims Administrator. The Claims Administrator shall have the sole authority to
8 administer the Settlement Fund, and to disburse sums from the Settlement Fund. The Claims
9 Administrator shall carry out its duties in strict accordance with the procedures set forth in this
10 Agreement, and any Party may move the Court to compel such compliance. The Claims
11 Administrator shall submit monthly invoices to the Parties. With or without good cause, the
12 Parties may jointly move the Court to replace the Claims Administrator. With good cause, any
13 Party may, of its own accord, move the Court to replace the Claims Administrator. The Court
14 may on its own motion replace the Claims Administrator at any time with or without cause.
15 Except for the specific funding obligations set forth in Section 9, the Parties shall have no
16 responsibility to members of the Settlement Class for the administration of claims or the
17 distribution of the cash benefits under this Agreement.

18 **10.2 Determination of Benefits.** After the Settlement Class Counsel’s Fees, Costs, and
19 Expenses, all costs of claims administration (including a reasonable reserve for reasonably
20 anticipated future expenses), all incentive payments to the Settlement Class Representative, and
21 the payment to the LWDA have been satisfied from the Settlement Fund (or reserved for such
22 purpose if not yet paid), the remainder (the “Remainder”) shall be available to pay Participating
23 Class Members. All Participating Class Members shall receive a payment based on their
24 Participating Class Member Allocation Amount, as calculated below.

25 **10.2.1 Calculation of Participating Class Member Allocation Amounts.** Each
26 Participating Class Member shall be allocated a Participating Class Member Allocation
27 Amount. The Participating Class Member Allocation Amount for each Participating Class
28 Member shall be calculated as follows: (a) the number of Compensable Pay Periods the

1 Participating Class Member worked; divided by (b) the aggregate number of Compensable
2 Pay Periods worked by all Participating Class Members; and then multiplied by (c) the
3 Remainder. This calculation shall be based on Defendant’s books and records.

4 **10.2.2 Disputes of Compensable Pay Periods.** If any Settlement Class Member
5 disputes the number of Compensable Pay Periods attributed to the Settlement Class
6 Member as indicated in the Class Notice, the Settlement Class Member may state the basis
7 of his or her disagreement and submit documentation supporting the Settlement Class
8 Member’s position, by no later than the expiration of the Opt Out Period.

9 **10.2.3 Settlement Class Members Cannot Exclude Themselves From the**
10 **PAGA-Portion of the Settlement.** Whether or not a Settlement Class Member excludes
11 himself/herself from the Settlement, he/she will receive a check from the Aggrieved
12 Employee’s PAGA portion of the Settlement (\$2,500, to be divided among the Aggrieved
13 Employees based on their Compensable Pay Periods similar to the calculation set forth in
14 Section 10.2.1, above), and shall release the PAGA claims herein. Settlement Class
15 Members cannot exclude themselves from the PAGA-portion of the Settlement. The
16 PAGA Release shall not be effective until the Settlement is fully-funded by Defendant.

17 **10.3 Notification of Proposed Benefits.** Within ten (10) calendar days after the
18 determination of the Participating Class Member Allocation Amounts, the Claims Administrator
19 shall send a report to counsel for all Parties showing the proposed Participating Class Member
20 Allocation Amount for each Participating Class Member. Neither this report nor any other
21 document provided to Settlement Class Counsel shall include any identifying information for
22 members of the Settlement Class.

23 **10.4 Corrections to the Proposed Benefits.** Settlement Class Counsel and Defendant
24 shall have ten (10) calendar days from the mailing of the report of proposed benefits referenced in
25 Section 10.3 to notify the Claims Administrator in writing of any errors in the calculation of the
26 Participating Class Member Allocation Amounts.

27 **10.5 Taxes.** Based upon an analysis of the facts of this Action, the Parties determined
28 and hereby agree that 0% of the settlement proceeds payable to the Participating Class Members

1 are properly classified as wages. The payments will be classified as penalties and interest. The
2 Claims Administrator shall issue an IRS Form 1099 to each Participating Class Member for his or
3 her cash benefit.

4 **10.6 Notice and Payment to Settlement Class Members.** Within twenty (20) calendar
5 days after receipt of the funds described in Section 9.3 above, the Claims Administrator shall
6 distribute to each Participating Class Member a check in the amount equal to the total cash
7 payment(s) such member is entitled to receive under Section 10.2, as corrected pursuant to
8 Section 10.4.

9 **10.6.1** All settlement checks sent to Participating Class Members and not cashed
10 within one hundred eighty (180) calendar days of issuance shall be sent to the California
11 State Controller's Office: Unclaimed Property Fund. Any cash benefit owed to any
12 Participating Class Member whose addresses cannot be located (after use of the search
13 processes described in Section 6.1) shall also be sent to the California State Controller's
14 Office: Unclaimed Property Fund.

15 **10.7 Payment to LWDA.** Paul Tippin, as an allegedly aggrieved employee, filed this
16 lawsuit on behalf of other current and former employees under the Private Attorneys General Act,
17 California Labor Code Section 2699, *et seq.* ("PAGA"). From the TMSP, \$10,000 is allocated to
18 and designated as penalties pursuant to PAGA, seventy-five percent (75%) of which shall be paid
19 to the LWDA. Within twenty (20) calendar days after receipt of the funds described in Section 9.3
20 above, the Claims Administrator shall pay \$7,500 to the LWDA from the Settlement Fund. This
21 payment shall constitute full satisfaction of the obligation, if any, to pay civil penalties to the
22 LWDA pursuant to California Labor Code Section 2699(i).

23 **10.8 Maintenance of Records.** The Claims Administrator shall maintain complete,
24 accurate, and detailed records regarding the administration of the Settlement Fund, including but
25 not limited to, any objection to proposed benefits and the resolution thereof and any and all
26 receipts by and disbursements from the Settlement Fund. The Claims Administrator shall make
27 such records available to counsel for the Parties or to their designee upon reasonable request and at
28 reasonable times. Upon request, the Claims Administrator shall provide such records to

1 Defendant in an electronic format designated by Defendant. The Claims Administrator shall
2 maintain all records for a period of not less than four (4) years following the expiration of the
3 Final Effective Date.

4 **11. SETTLEMENT CLASS COUNSEL’S FEES, COSTS, AND EXPENSES AND**
5 **SETTLEMENT CLASS REPRESENTATIVE’S INCENTIVE PAYMENT**

6 **11.1 Settlement Class Counsel’s Fees, Costs, and Expenses.** In connection with the
7 motion for final approval, Settlement Class Counsel shall file a motion with the Court seeking
8 approval of an award of attorneys’ fees in an aggregate amount that does not exceed the sum of
9 \$66,667 and an award of actual costs and expenses that does not exceed \$12,500. Defendant
10 agrees not to oppose such motion for attorneys’ fees, costs, and expenses. In the event that any
11 court approves an award in excess of \$66,667 for attorneys’ fees or in excess of \$12,500 for costs
12 and expenses, Settlement Class Counsel shall take only the amounts listed in this Section and the
13 difference shall be treated as otherwise provided herein. The amounts so awarded shall be for and
14 in complete satisfaction of all attorneys’ fees, costs, and expenses incurred to date by the
15 Settlement Class Representative, Settlement Class Counsel on behalf of the Settlement Class
16 Representative and the Settlement Class, and of all such future fees, costs, and expenses, including
17 fees, costs, and expenses incurred in documenting this Settlement, securing Court approval of this
18 Settlement, monitoring this Settlement, reviewing and participating in the claims and distribution
19 administration process, and obtaining the Final Approval Order. The Claims Administrator will
20 give Settlement Class Counsel an IRS Form 1099 for the awarded Settlement Class Counsel’s
21 Fees, Costs, and Expenses. Not later than the Final Effective Date, Settlement Class Counsel shall
22 provide a fully and properly executed IRS Form W-9 for purposes of the payments which the
23 Claims Administrator will make to Settlement Class Counsel.

24 **11.2 Incentive Payment.** In connection with the motion for final approval, Settlement
25 Class Counsel shall submit a request to the Court seeking approval for an award of an incentive
26 payment to the Settlement Class Representative appointed by the Court that does not exceed the
27 sum of \$5,000. Such payment shall be in addition to the Settlement Class Representative’s cash
28 benefit under Section 10. In the event that any Court awards an incentive payment in excess of

1 \$5,000, the Settlement Class Representative shall take only \$5,000, and the difference shall be
2 treated as otherwise specified herein. The Claims Administrator shall mail the incentive payment
3 check to the Settlement Class Representative (care of Settlement Class Counsel) within ten (10)
4 calendar days after receipt of the funds described in Section 9.3 above. The Settlement Class
5 Representative agrees that the incentive payment is not a wage payment. The Claims
6 Administrator shall issue an IRS Form 1099 to the Settlement Class Representative for his
7 incentive payment.

8 **11.3 No Additional Fees, Costs, or Expenses.** Except as provided herein, each
9 Settlement Class Member shall bear his/her/its own attorneys' fees, costs, and expenses incurred
10 in connection with any claim against Defendant.

11 **12. FINAL ACCOUNTING AND DISPOSITION OF SETTLEMENT MONIES**

12 **12.1 Final Accounting.** By no later than ninety (90) calendar days after the earlier of
13 (a) the Settlement Termination Date or (b) the occurrence of both the Final Effective Date and the
14 distribution of all checks referenced in Section 10.6, the Claims Administrator shall submit to the
15 Parties a final accounting of all monies paid into and out of the Settlement Fund.

16 **12.2 No Further Obligations.** Upon receipt of the final accounting referenced in
17 Section 12.1 and the satisfaction of the final invoice referenced in Section 9.5, Defendant shall
18 have no obligation to provide further funding pursuant to this Agreement.

19 **13. RELEASES**

20 **13.1 Final Approval Order.** The Final Approval Order shall include a release by the
21 Releasing Parties of and from any and all Settled Claims.

22 **13.2 Release.** Except for the obligations and rights created by this Agreement, the
23 Releasing Parties hereby release and absolutely and forever discharge Defendant and all other
24 Released Parties and Persons of and from any and all Settled Claims.

25 **13.3 California Civil Code Section 1542.**

26 **13.3.1 Settlement Class Representative.** To the fullest extent permitted by law,
27 the Settlement Class Representative waives and relinquishes any and all rights or benefits
28 he has or may have under California Civil Code Section 1542, or any comparable

1 provision of state or federal law, against Released Parties. California Civil Code
2 Section 1542 provides:

3 “A general release does not extend to claims that the creditor or
4 releasing party does not know or suspect to exist in his or her favor
5 at the time of executing the release and that, if known by him or
6 her, would have materially affected his or her settlement with the
7 debtor or released party.”

8 The Settlement Class Representative acknowledges that he is aware that he or his
9 attorneys may hereafter discover claims or facts in addition to or different from those now
10 known or believed to be true with respect to the subject matter of this Agreement and/or the
11 Settled Claims. The Settlement Class Representative acknowledges that he intends to and
12 will fully, finally, and forever settle and release any and all claims, including but not limited
13 to the Settled Claims described in Section 2.25, whether known or unknown, suspected or
14 unsuspected, which now exist, hereinafter may exist, or heretofore may have existed. In
15 furtherance of this intention, the releases contained in this Agreement shall be and remain in
16 effect as full and complete releases by the Settlement Class Representative without regard to
17 the subsequent discovery or existence of such different or additional claims or facts.

18 **13.4 Release of FLSA Claims.** Without conceding that any release of claims under the
19 Fair Labor Standards Act (“FLSA”) requires any affirmative conduct or opt-in by the Releasing
20 Parties, the Parties agree that the cashing of checks by the Releasing Parties shall be deemed an
21 opt-in to an FLSA collective action, the settlement of which includes the FLSA releases specified
22 in Section 2.25. However, nothing in this Section or elsewhere in this Agreement shall preclude
23 the Releasing Parties from being bound by the releases in this Agreement whether or not they
24 receive or cash their checks. Each Releasing Party’s check will include the following language, or
25 words to that effect, immediately above the endorsement signature line: “I understand and
26 acknowledge that, by cashing or depositing this check, I reiterate my agreement to the release set
27 forth in the Settlement, including release of wage and hour claims, and to opt into the Settlement
28 for purposes of the Fair Labor Standards Act (FLSA), and forever release any FLSA claims related
to the claims asserted in the Action.”

1 **14. NOTICES**

2 **14.1 Designated Recipients.** Unless otherwise specified in this Agreement or agreed to
3 in writing by the Party receiving such communication, all notices, requests, or other required
4 communications hereunder shall be in writing and shall be sent by one of the following methods:
5 (a) by electronic mail; (b) by facsimile, with the original by first class mail, postage prepaid; or
6 (c) by personal or overnight delivery (including by Federal Express or other courier service). All
7 such communications shall be sent to the undersigned persons at their respective addresses as set
8 forth herein.

9 Settlement Class Counsel:

10 Alan Harris (harrisa@harrisandruble.com)
11 David Garrett (dgarrett@harrisandruble.com)
12 Harris & Ruble
13 655 North Central Avenue, 17th Floor
14 Glendale, California 91203
15 Facsimile: (323) 962-3004

16 Defendant:

17 Emma Luevano (eyl@msk.com)
18 Daniel J. Innamorati (dji@msk.com)
19 Mitchell Silberberg & Knupp LLP
20 2049 Century Park East, 18th Floor
21 Los Angeles, California 90067
22 Facsimile: (310) 312-3100

23 Notice shall be deemed effective: (1) if given by electronic means, at the time of
24 transmission if the sender does not receive an error message; (2) if given by mail or personal
25 delivery, when signed for or when delivery is refused; and (3) if given by facsimile, when received
26 as evidenced by a confirmation or evidence of delivery.

27 **14.2 Changes in Designated Recipients.** Any Party may re-designate the Person to
28 receive notices, requests, demands, or other communications required or permitted by this
Agreement by providing written notice to the other Parties and the Claims Administrator.

1 **15. MISCELLANEOUS**

2 **15.1 Entire Agreement.** This Agreement supersedes and replaces any and all other
3 prior agreements and all negotiations leading up to the execution of this Agreement, whether oral
4 or in writing, between the Parties with respect to the subject matter hereof. The Parties

1 acknowledge that no representations, inducements, promises, or statements, oral or otherwise,
2 have been made or relied upon by any of the Parties or by anyone acting on behalf of the Parties
3 which are not embodied or incorporated by reference herein, and further agree that no other
4 covenant, representation, inducement, promise or statement not set forth in writing in this
5 Agreement shall be valid or binding.

6 **15.2 Modification or Amendment.** This Agreement may not be modified or amended,
7 except in writing with the unanimous consent of the Parties and with the approval of the Court.

8 **15.3 Execution in Counterparts.** This Agreement may be executed by signature of the
9 Parties hereto, or their authorized representatives, on multiple copies of this Agreement, including
10 copies transmitted by facsimile, electronic portable document format (PDF), or DocuSign, and
11 upon being so executed by all Parties hereto, shall be effective as if all signatures appeared on the
12 original of this Agreement.

13 **15.4 Authority of Counsel.** Settlement Class Counsel are authorized by the members
14 of the Settlement Class, and by the Court, to take all appropriate action required and permitted to
15 be taken by the Settlement Class pursuant to this Agreement to effectuate its terms, and, subject to
16 Court approval, are authorized to enter into any modification or amendments to this Agreement on
17 behalf of the Settlement Class which they deem appropriate.

18 **15.5 Headings.** The headings of the sections, paragraphs, subparagraphs, and exhibits
19 of this Agreement are included for convenience only and shall not be deemed to constitute part of
20 this Agreement or to affect its construction.

21 **15.6 Liens.** The Parties released under this Agreement shall have no obligation to pay
22 or otherwise resolve any liens that are or may be asserted against settlement payments to members
23 of the Settlement Class pursuant to the terms of this Agreement. In the event any such lien is
24 asserted, it is the responsibility of the Settlement Class Member to pay, compromise, or otherwise
25 resolve the lien at no cost to Defendant, the Released Parties, or the Settlement Fund.

26 **15.7 Inapplicability of California Code of Civil Procedure Section 384.** The Parties
27 agree that California Code of Civil Procedure Section 384 does not apply to this Settlement, as
28 Defendant will not pay any portion of the TMSP to Settlement Class Members who opt out of the

1 Settlement. Thus, there will be no “unpaid residue” within the meaning of California Code of
2 Civil Procedure Section 384. Neither the Settlement Class Representative nor Settlement Class
3 Counsel shall take, or cause any other person to take, a position before the Court that California
4 Code of Civil Procedure Section 384 applies to this Settlement.

5 **15.8 No Encouragement to Opt Out.** The Parties agree that neither they nor their
6 counsel will solicit or otherwise directly or indirectly encourage Settlement Class Members to
7 request exclusion from the Settlement Class, to object to this Settlement, or to appeal from the
8 Final Approval Order. The Settlement Class Representative will not request exclusion from the
9 Settlement Class. The Settlement Class Representative and Settlement Class Counsel will not
10 object to this Settlement and will not appeal from the Final Approval Order, or any portion of it.

11 **15.9 No Publicity.** The Parties agree not to contact the press, which includes issuing a
12 press release, or to hold a press conference announcing the terms of the Settlement. If the Parties
13 are contacted by the press or receive other third party inquiries regarding the Settlement or the
14 case, the Parties shall be limited in their response to inform the initiating contactor that the Parties
15 have reached agreement to their mutual satisfaction and that the initiating contactor should refer to
16 the public records filed with the Court for more information. Each Party shall use all reasonable
17 efforts to ensure that any public statements or press communication about the Settlement with
18 Settlement Class Members prior to the Court-approved Class Notice being mailed by the Claims
19 Administrator will be limited to a general statement that a settlement has been reached and the
20 details will be communicated to them by U.S. Mail in a forthcoming Court-approved Class Notice.

21 **15.10 Gender.** Whenever in this Agreement the context so requires, the neuter gender
22 shall refer to and include the masculine or feminine or non-binary, and the singular shall refer to
23 and include the plural.

24 **15.11 Further Acts.** The Parties shall perform such further acts and execute such further
25 documents as may be reasonably necessary or appropriate to effectuate the terms and purposes of
26 this Agreement.

27 **15.12 Beneficiaries.** This Agreement shall be binding upon the Parties and each of them,
28 and each of their respective heirs, successors, and assignees, and shall inure to the benefit of the

1 Parties, as well as to each of the Released Parties, each of whom shall be deemed a third party
2 beneficiary of this Agreement.

3 **15.13 Choice of Law and Jurisdiction.** This Agreement in all respects shall be
4 interpreted, enforced, and governed by and under the laws of the State of California applicable to
5 instruments, Persons, and transactions which have legal contacts and relationships solely within the
6 State of California. Any action pertaining to the terms of this Agreement that is not covered by
7 Section 4.1 shall be brought in a court of competent jurisdiction located in the State of California.

8 **15.14 Warranty Regarding Advice.** Settlement Class Counsel warrants that the
9 Settlement Class Representative has been fully advised of and agrees to the terms of this
10 Agreement. The Settlement Class Representative hereby acknowledges that he has been
11 represented by legal counsel throughout all negotiations which preceded the execution of this
12 Agreement, and that this Agreement has been executed with the consent and on the advice of said
13 counsel.

14 **15.15 No Tax Advice.** None of the Released Parties has any responsibility or liability for
15 any tax matters relating to any payments made under this Agreement including, but not limited to,
16 tax advice and/or the withholding of or reporting of taxes.

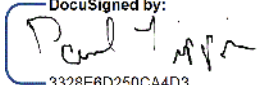
17 **15.16 Notice of Entry of Judgment.** Notice of Entry of Judgment Following Final
18 Approval of Class Settlement shall state that “[o]n [date of entry of Judgment], 2022, the Court
19 entered Judgment in this Class Action Settlement. The Judgment shall be attached to the Notice of
20 Entry of Judgment. The Notice of Entry of the Court’s Judgment shall be effectuated by:
21 (a) serving it on the Settlement Class through service upon Defendant’s counsel by Class Counsel,
22 and (b) posting it on the Claims Administrator’s website. See Cal. Rules of Court, Rule 3.771(b)).
23

24 AGREED TO AND ACCEPTED.

25

26 Dated: 8/17/2022

Paul Tippin

By:  _____

Paul Tippin
Settlement Class Representative

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ABC Signature, LLC (formerly known as
Touchstone Television Productions, LLC dba
ABC Studios)

Dated: 8/17/2022

By: Tanya L. Menton *Tanya Menton*
Its: Assistant General Counsel

APPROVED AS TO FORM.

HARRIS & RUBLE

Dated: 8/17/2022

DocuSigned by:
Dale Alan Harris
5D6B587E9643487...
By: Alan Harris
Settlement Class Counsel

MITCHELL SILBERBERG & KNUPP LLP

Dated: 8/17/2022

By: Emma Luevano
Emma Luevano
Attorneys for Defendant