

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
Case No. 2:22-cv-06628-SSS (KKx) and 2:23-cv-2652-SSS (KKx)

**NOTICE OF PENDENCY OF SETTLEMENT OF A PAGA AND CLASS ACTION; SETTLEMENT HEARING;  
AND EXCLUSION PROCEDURES**

ATTN: «EmployeeName»

If you worked for Twentieth Century Fox Film Corporation (“TCFFC”) and/or ABC Signature, LLC (“ABC SL”) (collectively “Defendants”) as a non-exempt employee in California at any time from February 10, 2018 for TCFFC and at any time from March 9, 2018 for ABC SL, continuing through March 4, 2024, inclusive, you may be able to participate in a class action settlement as a “Class Member”

and/or

If you worked for Twentieth Century Fox Film Corporation (“TCFFC”) and/or ABC Signature, LLC (“ABC SL”) (collectively “Defendants”) as a non-exempt employee in California at any time from February 10, 2021 for TCFFC and at any time from March 9, 2021 for ABC SL, continuing through March 4, 2024, inclusive, you may be able to participate in a settlement under the California Private Attorneys General Act (“PAGA”) as an “Aggrieved Employee”.

**PLEASE READ THIS NOTICE CAREFULLY**

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***1. Why Should You Read This Notice?***

A PROPOSED SETTLEMENT (THE "SETTLEMENT") HAS BEEN REACHED IN THE PAGA AND CLASS ACTION LAWSUITS CURRENTLY PENDING IN THE UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA ENTITLED *MANN v. ABC SIGNATURE, LLC*, CASE NO. 2:22-cv-06628-SSS (KKx) and *ROJAS v. TWENTIETH CENTURY FOX FILM CORPORATION*, CASE NO. 2:23-cv-2652-SSS (KKx) (COLLECTIVELY, THE "ACTION" OR "CLASS ACTION").

The Court has conditionally certified, for settlement purposes only, the following group of individuals as a Class Action (the "Class Members"):

All individuals who are or were employed by either or both of the Defendants as a non-exempt employee during any portion of the Class Period, at any time from February 10, 2018, for TCFFC and at any time from March 9, 2018, for ABC SL, continuing through March 4, 2024..

The Court has conditionally recognized, for settlement purposes only, the following group of individuals as PAGA Aggrieved Employees (the "Aggrieved Employees"):

All individuals who are or were employed by either or both of the Defendants as a non-exempt employee during any portion of the PAGA Period, at any time from at any time from February 10, 2021, for TCFFC and at any time from March 9, 2021, for ABC SL, continuing through March 4, 2024.

You have received this Notice because Defendants’ records indicate that you are a Class Member and/or an Aggrieved Employee.

## 2. *What Is the Case About?*

On February 10, 2022, a lawsuit was filed against TCFFC in Los Angeles Superior Court, entitled *Rojas v. Twentieth Century Fox Film Corporation*, alleging that TCFFC failed to: pay all minimum wage and overtime compensation owed; pay all wages due upon termination; provide proper meal periods and rest breaks; reimburse business expenses; furnish proper wage statements and maintain records under the California Labor Code. The complaint was later amended to add claims for penalties under the Private Attorneys General Act (“PAGA”).

On March 9, 2022, a lawsuit was filed against ABCSL in Los Angeles Superior Court, entitled *Mann v. ABC Signature, LLC*, alleging that ABCSL failed to: pay all minimum wage and overtime compensation owed; pay all wages due upon termination; provide proper meal periods and rest breaks; reimburse business expenses; furnish proper wage statements and maintain records under the California Labor Code. The complaint was later amended to add claims for penalties under PAGA (the “PAGA Claims”). The two cases were consolidated for settlement purposes.

Defendants deny all claims and the Court has not ruled on the merits of Class Representatives’ claims or Defendants’ defenses. The Parties have agreed to settle the cases and on March 4, 2024, the Court granted preliminary approval of the proposed Settlement. The Court will decide whether to give final approval to the proposed Settlement at a hearing scheduled for July 19, 2024 at 2:00 p.m., (“Final Approval Hearing”).

## 3. *What Is the Class Action Settlement?*

The Settlement will provide payments for claims for alleged violations of California laws from the Settlement Fund. Subject to Court approval, the terms of the Settlement are as follows:

Defendants will pay \$4,800,000 (the "Total Maximum Settlement") for: (a) the payments to the Class Members who do not exclude themselves from the Settlement; (b) modest PAGA payments to the Class Members who timely opt out (an Opt Out Form is enclosed with this Notice); (c) Class Counsel's attorneys' fees and litigation costs; (d) a service payment to the Class Representative; (e) the costs of administering the Settlement; and (f) a PAGA payment to the California Labor and Workforce Development Agency ("LWDA").

Class Members who do not Opt Out will automatically receive a settlement payment from the Settlement Fund which includes payment for PAGA civil penalties (the "Settlement Payment"). The Settlement Payment to the Class Members will be calculated based on the number of Class Pay Periods the Class Member worked for TCFFC as a non-exempt employee from February 10, 2018, and/or the number of Class Pay Periods the Class member worked for ABCSL as a non-exempt employee from March 9, 2018, through March 4, 2024, inclusive (the "Class Period").

Class Counsel will ask the Court to award attorneys' fees of up to \$1,600,000 and up to \$35,000 for litigation expenses. In addition, Class Counsel will ask the Court to authorize a service payment of up to \$5,000 for each Class Representative, William Mann and Alex Rojas, for their efforts in the Action and in consideration for their general release of their claims, a total of \$10,000.

Each Class Member who does not timely or properly request exclusion from the Settlement is deemed to fully, finally and forever release Defendants and all of Defendants current and former parents, subsidiaries, and affiliates, and its current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individual (the Released Parties”), from any and all wage-and-hour claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, including, but not limited to, statutory, constitutional, contractual or common law claims for unpaid wages, damages, unreimbursed business expenses, civil and statutory penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief within the following categories of allegations in the Lawsuit and/or arising from those allegations: (a) failure to pay wages, including unpaid minimum wages and overtime premium pay; (ii) failure to correctly calculate the regular rate for overtime pay and/or payments for non-complaint meal and/or rest periods; (iii) failure to provide meal and/or rest periods in accordance with applicable law, including payments for meal and/or rest periods; (iv) unreimbursed business expenses; (v) failure to timely pay wages, both during employment and upon termination of

employment; (vi) failure to provide accurate itemized wage statements; and (vii) all civil and statutory penalties, other than PAGA penalties (“Class Members’ Released Claims”) arising from February 10, 2018, through the date of final court approval of the Settlement (“Class Release Period”). The Class Members’ Released Claims include without limitation claims meeting the above definition(s) under any and all applicable statutes, including without limitation the California Labor Code §§ 96 through 98.2, et seq.; the California Payment of Wages Law, California Labor Code §§ 200, et seq., including California Labor Code §§ 201, 202, 203, 204, 226(a), 226.2, and 226.7 in particular; California Working Hours Law, California Labor Code §§ 500, et seq., and §§ 510, 512, and 550-554 in particular; California Labor Code §§ 1194, 1197, and 1197.1; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200, et seq.; PAGA; California Civil Procedure Code § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations.

In addition, upon entry of final judgment and funding of the Total Settlement Amount, 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-related facts alleged in the Lawsuits, and Plaintiffs’ PAGA notices to the LWDA, including for (a) failure to pay wages, including unpaid minimum wages and overtime premium pay; (ii) failure to correctly calculate the regular rate for overtime pay and/or payments for non-complaint meal and/or rest periods; (iii) failure to provide meal and/or rest periods in accordance with applicable law, including payments for meal and/or rest periods; (iv) unreimbursed business expenses; (v) failure to timely pay wages, both during employment and upon termination of employment; and (vi) failure to provide accurate itemized wage statements (“Aggrieved Employees’ Released Claims”) arising from February 10, 2021, through the date of final court approval of the Settlement (“PAGA Release Period”). All Aggrieved Employees shall be deemed to have finally and forever released the Released Parties from the Aggrieved Employees’ Released Claims, even if they validly exclude themselves from the Class Settlement and/or do not accept or cash their Individual Settlement Payments.

#### ***4. Who Are the Attorneys Representing the Parties?***

##### **Attorneys for Plaintiff/Class Counsel:**

##### **HARRIS & RUBLE**

**Alan Harris**

**David Garrett**

**Min Ji Gal**

**655 North Central Avenue, 17<sup>th</sup> Fl.**

**Glendale, CA 91203**

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**(323) 962-3777**

##### **Attorneys for Defendant:**

##### **PAUL HASTINGS LLP**

**Stephen L. Berry**

**Blake R. Bertagna**

**695 Town Center Drive 17<sup>th</sup> Fl.**

**Costa Mesa, CA 92626**

[stephenberry@paulhastings.com](mailto:stephenberry@paulhastings.com)

[blakebertagna@paulhastings.com](mailto:blakebertagna@paulhastings.com)

**(714) 668-6200**

#### ***5. What Are My Options?***

##### **A. Get a Payment and Become a Member of the Settlement Class**

##### **1. Automatically Receive Your Settlement Payment from the Settlement Fund**

If you were a non-exempt employee in California at any time from February 10, 2018 for TCFFC and at any time from March 9, 2018 for ABCSL, continuing through March 4, 2024, and wish to remain a Settlement Class Member and obtain any share of the Settlement that you may be entitled to receive, THEN YOU DO NOT HAVE TO DO ANYTHING. YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT FROM THE SETTLEMENT FUND. You are never required to go to Court or pay anything to the lawyers in this case in connection with this Settlement.

Unless you request exclusion from the Settlement (Option B below), you will become a member of the Settlement Class and you will automatically receive a payment based on your total number of Individual Class Pay Periods Worked during the Class Period. Defendants' records show that during the Class Period, your total Individual Class Pay Periods Worked are: **«Payperiods»**.

As a result, your estimated Settlement Fund Payment is: **«estAmount AfterMinimum»**.

The Settlement Fund Payment you will receive will be a full and final settlement of your Released Claims described above.

If you wish to dispute the Individual Class Pay Periods Worked data above, you must postmark your dispute and provide all supporting information and/or documentation to the Settlement Administrator by **May 25, 2024**.

### **B. Request Exclusion ("Opt Out") of the Settlement**

If you do not wish to participate in the Settlement, i.e., you want to opt out of the Settlement, you must send to the Settlement Administrator, a request for exclusion ("opt out") which must be postmarked no later than **May 25, 2024**. Such a request for exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the person requesting exclusion and the location and years of his or her employment by Defendants; (2) state the case name as follows: Mann v. ABCSL and/or Rojas v. TCFFC; (3) state that the Class Member requests exclusion from or "opts out" of the Settlement, (4) be dated, (5) be signed by the Class Member, and (6) be returned by mail to the Settlement Administrator at the address specified below. A form has been included in this Notice and you can use it to opt out.

***Mann v. ABC Signature, LLC / Rojas v. Twentieth Century Fox Film Corporation***

c/o CPT Group, Inc.

50 Corporate Park

Irvine, CA 92606

Phone: 1-888-801-2024

Fax: 1-949-419-3446

Email: [abcsignature-20thcenturyfoxfilmsettlement@cptgroup.com](mailto:abcsignature-20thcenturyfoxfilmsettlement@cptgroup.com)

Any person who timely submits such a Request for Exclusion to opt out of the Settlement will not be entitled to any settlement payment from the Settlement Fund and will not release any of the Released Claims described above. However, an Aggrieved Employee will still receive a modest PAGA payment.

### **C. Object to the Settlement**

You may object to the proposed Settlement, or any part thereof, but only if you have not opted out of the Settlement. You may object either personally or through an attorney at your own expense, by mailing a written Notice of Objection to the Settlement Administrator. All objections must be postmarked no later than **May 25, 2024**. A form has been included in this Notice and you can use it to submit your objection.

Written objections must be signed and must: (1) state the objecting Class Member's name, address, telephone number and the last four digits of his/her Social Security number, (2) state the case name as follows: Mann v. ABCSL and/or Rojas v. TCFFC, (3) state each objection to the Settlement, (4) include a written explanation detailing the specific basis or reason, if any, for each objection, (5) be dated, and (6) if the objecting Class Member is represented through an attorney, additional information regarding other Class Members represented by the same attorney. Anyone wishing to appear at the Final Approval Hearing to object to the Settlement shall expressly indicate this in his or her written objection. **If you submit a timely objection, you may be required to make yourself available for deposition by counsel to this Action.**

Class Members who fail to make objections in the manner specified above may be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the proposed Settlement, including the payment of attorneys' fees, litigation costs, the service payment to the Class Representative, the payment to the LWDA, the claims process, and any and all other aspects of the Settlement.

Regardless of whether you file an objection, you will be deemed to have released all of the Released Claims against the Released Parties as set forth above unless you request exclusion from the Settlement in accordance with the procedures outlined above.

#### **D. Do Nothing**

If you do nothing in response to this Notice, you will receive a payment under the Settlement (from the Settlement Fund), and you will be deemed to have released all of the Released Claims against the Released Parties as set forth above.

### **FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT**

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the administrative costs, the service payments to the Class Representatives, and the payment to the LWDA on July 19, 2024 at 2:00 p.m. in the Central District of California, George E. Brown, Jr. Federal Building and United States Courthouse, 3470 12th Street, Riverside, California. The Final Approval Hearing may be adjourned or continued without further notice to Class Members.

### **DO NOT TELEPHONE THE COURT**

#### **6. How Much Can I Expect to Receive?**

How much cash you can expect to receive depends on how many weeks you worked for one or both of the Defendants in a non-exempt Position during the Class Period. The amount will not be known until all Opt Out Forms have been received but has been estimated as shown above in Option A.

Disputes by you over the basis or determination of your share of the Settlement or the accuracy of the records of Defendants of the weeks you worked will be referred to Class Counsel and Defendants' counsel. All disputes over pay periods and settlement payments will be resolved and decided jointly by Class Counsel and Defendants' counsel, whose joint decision will be final and binding unless it is demanded to bring the matter before the Court appointed Settlement Administrator for final decision.

#### **7. Important Information/Notes**

This Notice only summarizes the Action, the Settlement, and other related matters. For more information, you may review the Court's files, including the detailed, Revised Stipulation of Settlement and Release, which will be on file with the Clerk of the Court, and may be examined at the Central District of California, George E. Brown, Jr. Federal Building and United States Courthouse, 3470 12th Street, Riverside, California or by contacting Class Counsel. You may also review such documents at [www.cptgroupcaseinfo.com/abcsignature-20thcenturyfoxfilmsettlement](http://www.cptgroupcaseinfo.com/abcsignature-20thcenturyfoxfilmsettlement).

Please note:

It is also your responsibility to keep a current address on file with the Settlement Administrator.

- A. Please note that Defendants ***will NOT retaliate*** against any employee or Class Member for participating in this lawsuit or submitting an Opt Out Form. As required by California law, Defendants prohibit retaliation against employees and will not tolerate retaliation against any employee who cashes his or her check or submits an Opt Out Form in connection with this Settlement.
- B. Any questions regarding this Notice or the Opt Out Form should be directed to the Settlement Administrator or Class Counsel.

**QUESTIONS? CALL TOLL FREE 1-888-801-2024 OR  
EMAIL [abcsignature-20thcenturyfoxfilmsettlement@cptgroup.com](mailto:abcsignature-20thcenturyfoxfilmsettlement@cptgroup.com)**

**PLEASE DO NOT CALL THE COURT DIRECTLY**