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12 Attorneys for Plaintiffs  
13 Divinity and Wilson

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

16 JEROME DIVINITY and GREGORY  
17 WILSON, individually and on behalf of all  
18 others similarly situated,

19 Plaintiffs,

20 v.

21 WB STUDIO ENTERPRISES INC., a Delaware  
22 Corporation, et al.; JERRY BRUCKHEIMER  
23 TELEVISION, INC., a California Corporation,

24 Defendants.

Case No. 20STCV37526  
*Assigned to Hon. Elihu M. Berle, Dept. 6*

**DECLARATION OF ALAN HARRIS IN  
SUPPORT OF PLAINTIFFS' MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND MOTION  
FOR ATTORNEY'S FEES, COSTS AND  
INCENTIVE AWARDS**

Date: June 21, 2023  
Time: 10:00 a.m.  
Dept.: 6  
Location: Spring Street Courthouse  
312 N. Spring St.  
Los Angeles, CA 90012

Second Amended Complaint  
Filed: February 2, 2023

1 **ALAN HARRIS** declares under penalty of perjury as follows:

2 1. I am a member in good standing of the State Bar of California and am one of the  
3 attorneys for Plaintiffs Jerome Divinity and Gregory Wilson (“Plaintiffs”) in the within action. I make  
4 this Declaration on behalf of Plaintiffs and in support of their Motion for Final Approval of Class Action  
5 Settlement and Motion for Award of Attorney’s Fees, Reimbursement of Costs and Incentive Awards. If  
6 sworn as a witness, I could competently testify to each and every fact set forth herein from my own  
7 personal knowledge.

8 2. A true and correct copy of the Class Action and PAGA Settlement Agreement and Class  
9 Notice between Plaintiffs Jerome Divinity and Gregory Wilson and Defendant WB Studio Enterprises,  
10 Inc. (“Settlement Agreement”) is attached hereto as **Exhibit 1**, along with a copy of the proposed Class  
11 Notice (attached to the Settlement Agreement). Attached hereto as **Exhibit 2** is a true and correct copy  
12 of the detailed records of the time spent by Harris & Ruble investigating the facts, researching the law,  
13 analyzing the claims and negotiating the settlement as well as completing the settlement procedures, to  
14 date. Attached hereto as **Exhibit 3** is a true and correct copy of a cost report showing the costs  
15 reasonably incurred in the litigation of this matter. Attached hereto as **Exhibit 4** is a true and correct  
16 copy of printing cost report showing the photocopy and printing costs reasonably incurred in the  
17 litigation of this matter. It is expected that any additional costs will be borne by Class Counsel

18 3. Defendant WB Studio Enterprises, Inc. (“WB”) is a Delaware Corporation that engages  
19 in motion picture productions of content such as television shows. Plaintiff alleged that Defendant Jerry  
20 Bruckheimer Television, Inc. was the production company in charge of directing the work of Plaintiff  
21 and certain Class Members.

22 4. In order to assist in our preparation for mediation, I analyzed extensive data provided by  
23 Defendant, our clients, and other sources. This permitted me to approximate the maximum amount of  
24 untimely paid wages, damages, penalties and civil penalties at issue in this case. Based on my review  
25 and input from our expert, I have concluded that the \$1,339,975.00 cash settlement is fair and  
26 reasonable, and in the best interest of the Class. It is my conclusion that the settlement is sufficient to  
27 provide Plaintiffs and Class Members an average gross cash recovery of **\$155** and an estimated average  
28 net cash recovery of **\$91.04** ( $=[\$777,661.11/8,645]+\$1.74$  [PAGA payment]), assuming no Class

1 Members opt out and even if all requested fees and cost awards are granted, in full. This payment is  
2 sufficient to reimburse Class Members for much of the claimed statutory penalties, unpaid wages, and  
3 civil penalties.

4 5. Based on case law and my experience, it is appropriate to substantially discount penalties  
5 and civil penalties. E.g., Rodriguez v. West Publishing Corp., 563 F. 3d 948, 955 (9th Cir. 2009)  
6 (antitrust); In re Cmty. Bank of N. Virginia, 622 F.3d 275, 311–12 (3d Cir. 2010), as amended (Oct. 20,  
7 2010) (illegal home equity lending scheme).

8 6. The Gross Settlement Amount is \$1,339,975, a recovery of approximately **3 to 48%** of  
9 the maximum realistic damages and statutory penalties if Plaintiffs were to prevail. (See October 31,  
10 2022 Declaration of Alan Harris in Support of Motion for Preliminary Approval.)

11 7. Here the civil penalties alleged under the Labor Code Private Attorneys General Act  
12 (“PAGA”) are discounted to \$37,460.40, (seventy-five percent -- \$28,095.30 -- will be paid to the  
13 California Labor and Workforce Development Agency (“LWDA”)) and the remaining twenty-five  
14 percent – 9,365.10 -- will be disbursed to the Aggrieved Employees). The Maximum realistic recovery  
15 of civil penalties is some \$500,000. A substantial reduction in PAGA penalties is warranted in this case,  
16 one in which Defendant acted in good faith in its efforts to address the issues that led to this lawsuit,  
17 participated in good faith in mediation, as well as one in which the bulk of possible civil penalties is for  
18 an alleged violation of section 226(a) of the Code which may not be found to be a violation, at all. WB  
19 does not use its legal name, but, rather, a fictitious name. It also issues wage statements which describe  
20 it as the “Customer” or “Controlling Employer” rather than as the Employer, using its legal name.  
21 Whether these matters constitute the basis for penalties is an unresolved issue. See, Price v. Starbucks  
22 Corp., 192 Cal. App. 4th 1136, 1142 (2011)(“the injury requirement in section 226, subdivision (e),  
23 cannot be satisfied simply because one of the nine itemized requirements in section 226, subdivision  
24 (a) is missing from a wage statement.”).

25 8. The gross cash settlement amount will be used to pay: (a) attorney’s fees (\$446,658.33 )  
26 and costs (\$14,945.16) as awarded by the court; (b) 75% of the portion allocated to PAGA penalties to  
27 be transmitted to the LWDA (\$28,095.30); (c) the administration fee of \$53,250, and (d) any incentive  
28 payments as awarded by the Court to Plaintiffs for their services in connection with bringing and

1 maintaining this action (\$5,000 per Plaintiff, totaling \$10,000). The Net Settlement Amount is  
2 \$777,661.11 (= \$1,339,975 – \$446,658.33 – \$14,945.16 – \$28,095.30 – \$53,250 – \$10,000).

3 9. The parties have agreed to the appointment of CPT Group, Inc. as the Settlement  
4 Administrator to provide Notice and to administer the settlement.

5 10. Tax Allocation: 25% of each Participating Class Member’s Individual Class Payment  
6 will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to  
7 tax withholding and will be reported on an IRS W-2 Form. 75% of each Participating Class Member’s  
8 Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-  
9 Wage Portion”). 9Ex. 1 ¶ 3.2.5.) The PAGA payment will be reported on IRS 1099 forms. (*Id.* ¶ 3.2.9.)

10 ***Summary of Litigation and Procedural History***

11 11. On September 30, 2020, Divinity filed this case (the “Action”) in the Superior Court of  
12 the State of California, County of Los Angeles. Divinity alleges that Class Members and he experienced  
13 various payroll issues, including: (1) WB paid Plaintiff and the Class Members their final wages late; (2)  
14 WB failed to provide the information required by Code § 226(a); (3) WB failed to reimburse Plaintiff  
15 and Class Members for necessary business expenses incurred such as for the use of a personal cell phone  
16 and for motion picture production equipment and supplies; and (4) WB failed to provide meal and rest  
17 breaks because Plaintiff and others were required to monitor and respond to their walkie talkies or cell  
18 phones throughout the work day.

19 12. Divinity sought recovery on behalf of himself and all other similarly situated persons  
20 employed by WB for alleged failure to provide compliant wage statements, failure to provide meal and  
21 rest breaks, failure to pay timely wages, failure to pay minimum wages, failure to pay overtime wages,  
22 failure to reimburse expenses, and failure to provide employment records. Divinity also asserted claims  
23 for unfair business practices in violation of Business and Professions Code section 17200, *et seq.* and  
24 civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). On December  
25 15, 2020, Divinity filed a First Amended Complaint, including his PAGA allegations.

26 13. On December 13, 2021, Wilson filed a Complaint in the Central District of California,  
27 Case No. 2:21-cv-09632-SSS-KKx (“*Wilson Complaint*”). In the *Wilson Complaint*, Wilson sought  
28 recovery on behalf of himself and all other similarly situated persons employed by WB for alleged

1 failure to provide compliant wage statements, failure to timely pay wages, failure to pay minimum and  
2 overtime wages, and failure to provide proper meal and rest breaks. Wilson also asserted claims under  
3 the FLSA and for unfair business practices in violation of Business and Professions Code section 17200,  
4 *et seq.* The Second Amended Complaint consolidates the Divinity and Wilson cases for the purposes of  
5 settlement.

6 14. The core issues in this case include determination of whether a class should be certified  
7 and ascertaining the extent of damages, penalties and civil penalties, if any, owing on account of violations  
8 of the California Labor Code Private Attorneys General Act.

9 15. The Parties engaged in informal discovery as well as formal discovery, which included  
10 WB's production of summary payroll data for Class Members and the alleged Aggrieved Employees  
11 under the PAGA claim during the relevant time period (the "Class Period" and "PAGA Period,"  
12 respectively). The Parties thereafter sought resolution before a respected and experienced wage and hour  
13 class action mediator, Lisa Klerman. After the mediation concluded, with her further assistance, the  
14 Parties continued to negotiate and they have been successful in reaching resolution, memorialized in the  
15 Settlement Agreement, one largely tracking this Court's June 2022 Model Agreement and Class Notice.  
16 In other words, only after significant analysis of the claims by Plaintiffs' counsel and Plaintiffs' retained  
17 expert, and the assistance of an experienced mediator did the parties enter into the arms-length  
18 Settlement. I had numerous telephone conversations with Defense counsel.

19 16. The Parties have now agreed to avoid further litigation and to settle and resolve the  
20 existing and potential disputes, actions, lawsuits, charges and claims that the Settlement Class has  
21 articulated in the operative Complaint, all without any admission of liability or wrongdoing by either  
22 party. Plaintiffs and his counsel have concluded that the Settlement reflected herein is fair, reasonable,  
23 and in the best interests of the Settlement Class and respectfully request that the Settlement be approved  
24 by the Court.

25 17. In light of the estimated payments noted above, I have concluded that the Settlement  
26 Agreement represents a fair, reasonable, and adequate resolution of this case.

27 18. As explained in the concurrently filed Memorandum of points and authorities, there is a  
28 risk that Plaintiffs' claims may fail, whether at trial or on appeal. The \$1,339,975 non-reversionary cash

1 settlement will result in the payment to each class member a cash benefit in recognition of the claims  
2 alleged in this case. Class Members who are also Aggrieved Employees will receive an estimated net  
3 average payment of **\$91.04** ( $=[\$777,661.11/8,645] + \$1.74$ ).

4 19. Before filing this action, I explained to Plaintiffs the duties and obligations of acting as a  
5 class representative. I also explained to them that, in addition to damages, the action would seek  
6 penalties and civil penalties. I have reviewed any potential conflicts and concluded that neither Plaintiffs  
7 nor Harris & Ruble have any disqualifying conflicts with either the class or the Defendant. Plaintiffs  
8 contend, as the putative class representatives, that their claims are similar to those of absent Class  
9 Members, all of whom worked as hourly employees during the Class Period, and all of whom were  
10 allegedly subject to untimely wages and wage statement violations. All Members of the Settlement Class  
11 have a common interest in holding Defendant responsible for any amounts that may be owed to them  
12 under the provisions of the Code. Plaintiffs are demonstrably committed to pursuing the claims of the  
13 Class Members, and their motivation in retaining counsel and pursuing this action has solely been to  
14 collect owed amounts for themselves and their fellow Class Members.

15 20. Plaintiffs request an incentive payment in light of their willingness to come forward with  
16 this action on behalf of the Class, and in light of his efforts in advancing the litigation, this proposed  
17 payment is reasonable. Both Plaintiffs submitted a PAGA claim letter to the LWDA. Plaintiffs obtained  
18 the services of counsel, provided documents and ongoing updates with respect to the status of the  
19 payroll systems, and coordinated with counsel to put together documents and spent many hours  
20 discussing the case with counsel. In doing so, they have successfully brought and maintained claims that  
21 may have never been brought. Plaintiffs Divinity and Wilson will also provide a broad general release  
22 including waiver of section 1542 of the California Civil Code. (Exhibit 1, at ¶ 5.1.)

23 21. Both while negotiating and before executing the Settlement Agreement, I reviewed the  
24 terms in detail with Plaintiffs. Both indicated to me that they consider the Settlement Agreement to  
25 represent a fair, reasonable and adequate resolution of this case. Plaintiffs share the desire to be paid in  
26 full, such that they are committed to pursuing the Class claims to seek recovery for themselves as well as  
27 other employees. I believe Plaintiffs are typical of the class members, insofar as Plaintiffs worked for  
28 Defendant WB as below-the-line non-union production employees payrolled through Cast & Crew or

1 Entertainment Partners.

2           22.     **Experience.** I have been and am licensed as an attorney, first in Illinois (1974) and later  
3 in California (1989). I am a *summa cum laude* graduate of the University of Illinois (A.B. 1970; J.D.  
4 1974). After graduation from law school in January 1974, I was hired as a litigation associate at a  
5 plaintiffs' class action antitrust boutique in Chicago, Illinois: Freeman, Freeman & Salzman.<sup>4</sup> I became a  
6 partner in that firm in 1980, and I started my own practice in 1982. I speak before professional  
7 organizations on topics of interest to the Bar. I have represented plaintiffs including State and municipal  
8 governments, in complex business litigation for over forty-five years. E.g., Illinois v. Ill. Brick Co., Inc.,  
9 431 U.S. 720 (1977); In re My Left Hook, LLC, 129 Fed. Appx. 352 (9th Cir. 2005); In re Blue Coal  
10 Corp., 206 B.R. 730 (M.D. Pa. 1997); U.S. v. Gleneagles Inv. Co., Inc., 584 F. Supp. 671, 689 (M.D. Pa.  
11 1984), aff'd. in part and vacated in part, and remanded sub. nom., U.S. v. Tabor Ct. Realty Corp. 803  
12 F.2d 1288 (3d Cir. 1986), cert. den. sub. nom., McClellan Realty Co. v. U.S. 483 U.S. 1005 (1987); In re  
13 Uranium Antitrust Litig., 503 F. Supp. 33 (N.D. Ill. 1981); In re Grand Jury, 469 F. Supp. 666 (M.D. Pa.  
14 1980); In re Anthracite Coal Antitrust Litig., 82 F.R.D. 364 (M.D. Pa. 1979), In re Folding Carton  
15 Antitrust Litig., 83 F.R.D. 251 (N.D. Ill. 1978); In re Masterkey Antitrust Litig., 1977 U.S. Dist. LEXIS  
16 12948 (D. Conn. 1977) (six week jury trial for plaintiffs); Stetson v. West Publ'g Corp., 2011 U.S. App.  
17 LEXIS 22549 (9th Cir. Nov. 7, 2011). I have gone to class action trials on behalf of plaintiffs and, once,  
18 a class action bench trial for a defendant, Allstate Insurance Company. I have represented employees in  
19 numerous disputes concerning their receipt of pay in connection with their employment, both before the  
20 State of California Division of Labor Standards Enforcement and in state and federal courts California.  
21 E.g., Jacobs v. CSAA Inter Ins. Bureau, 2009 U.S. Dist. LEXIS 37153 (N.D. Cal. May 1, 2009);  
22 Escobar v. Whiteside Constr. Corp., 2008 U.S. Dist. LEXIS 68439 (N.D. Cal. 2008) (certification of  
23 collective action); Tremblay v. Chevron Stations, Inc., 2008 Westlaw 2020514 (N.D. Cal. 2008)  
24 (certification of collective action Perez v. Maid Brigade, Inc., 2007 U.S. Dist. LEXIS 78412 (N.D. Cal.  
25 2007) (denial of employer's effort to enforce arbitration clause in employment agreements); Bithell v.

26 \_\_\_\_\_  
27           <sup>4</sup> Of my still-living partners in Freeman, Freeman & Salzman, a firm that dissolved in 2007, each  
28 became associated with a leading national law firm. Lee Freeman, Jr. became the Chair of the Antitrust  
Litigation Practice at Jenner & Block. Jerrold Salzman is of counsel at Skadden, Arps, Slate, Meagher &  
Flom. Tyrone Fahner is a partner at Mayer Brown, having served as its co-Chairman from 1998 to 2001  
and its Chairman from 2001 to 2007.

1 E.P. Mgmt. Servs., LP, 2007 Westlaw 4216854 (Cal. Ct. App. 2007) (sustaining class settlement of  
2 entertainment-industry employees for section 203 and 226 claims against entertainment-industry  
3 “payroll companies” and studios) and; Zabounian v. Hack Partners, LLC, Los Angeles Superior Court  
4 Case No. BC 343449 (bench trial resulting in \$600,000 judgment on behalf of 89 Aggrieved Employees  
5 in certified California Labor Code and FLSA action). The undersigned has also been appointed lead  
6 Plaintiffs’ Counsel in many settled class actions. E.g., Kang v. Albertson’s, Inc., C.D. Cal. Case No.  
7 2:07-CV-00894-CAS-FFM (\$6,637,500 settlement of labor-law claims); Tremblay v. Chevron Stations,  
8 Inc., N.D. Cal. Case No. CV 07-6009 EDL (\$4,500,000 settlement of labor-law claims); Doty v. Costco  
9 Wholesale Corp., C.D. Cal. Case No. CV 05-3241 FMC (JWJx) (\$7,500,000 distributed to Aggrieved  
10 Employees for FLSA and California Labor Code section 203 and 226 violations); Agatep v. Exxon  
11 Mobil Corp., C.D. Cal. Case No. CV 05-2342 GAF (\$1,500,000 settlement on behalf of service-station  
12 employees in California) Harrington v. Manpay, LLC, Los Angeles Superior Court Case No. BC 312171  
13 (\$1,000,000 distributed to Aggrieved Employees in a section 510 and section 1194 case); Greenberg v.  
14 EP Mgmt. Servs., LP, Los Angeles Superior Court Case No. BC 237787 (\$5,348,000 settlement of  
15 claims under sections 203 and 226 of California Labor Code); Stratford v. Citicorp West FSB, Monterey  
16 Superior Court Case No. M 81026 (\$950,000 settlement of labor-law claims); Deckard v. Banco Popular  
17 N. Am., related to Silva v. Banco Popular N. Am., C.D. Cal. Case No. CV 08-6709 JFW (RZx)  
18 (\$1,050,000 settlement of California Labor Code and FLSA claims); Dizon v. Ito, Inc., N.D. Cal. Case  
19 No. 3:10-CV-00239-JSW (\$2,451,000 settlement of California Labor Code and FLSA claims); and  
20 Peralta v. Macerich Management Company, Marin County Superior Court Case No. CIV 1004656  
21 (\$2,200,000 settlement of California Labor Code claims).

22         23. Priya Mohan is a senior associate at Harris & Ruble. Ms. Mohan is a *magna cum laude*  
23 graduate of the University of Michigan (B.A., 2000), USC Gould School of Law (J.D., 2003), and the  
24 UCLA Luskin School of Public Affairs (M.P.P. 2010). She became a member of the California bar in  
25 2003. Ms. Mohan has worked with me in a number of labor-law disputes at Harris & Ruble. E.g.  
26 Clarke v. Indelible Media Corp., C.D. Cal. Case No. CV10-6230; Lobato v. Abbott Cardiovascular  
27 Systems, Inc., Santa Clara Sup. Ct. Case No. 1-10-CV-175637; Matheny v. CA Payroll, Inc., C.D. Cal.  
28 Case No. 2:11-CV-02522; Chorley v. Palm Productions, Los Angeles Sup. Ct. Case No. BC465045;



1 Popko v. Van Acker Construction Associates, Inc., N.D. Cal. Case No. CV114034; Rentoria v.  
2 Omnicare, Los Angeles Sup. Ct. Case No. BC405988; Pena v. Downey, Los Angeles Sup. Ct. Case No.  
3 BC447731; Seielstad v. Aegis Senior Communities, LLC, N.D. Cal. Case No. 09-01797; Covillo v.  
4 Specialty's Café and Bakery, Inc., N.D. Cal. Case No. 11-CV-00594-DMR; Johnson v. Sky Chefs, Inc.,  
5 N.D. Cal. Case No. 11-CV- 05619-LHK. Ms. Mohan has also worked with me on class-action matters  
6 and has been appointed class counsel in connection therewith, e.g. Lobato v. Abbott Cardiovascular  
7 Systems, Inc., Santa Clara Sup. Ct. Case No. 1-10-CV-175637; Rentoria v. Omnicare, Los Angeles Sup.  
8 Ct. Case No. BC405988; Covillo v. Specialty's Café and Bakery, Inc., N.D. Cal. Case No.11-CV-  
9 00594-DMR; Johnson v. Sky Chefs, Inc., N.D. Cal. Case No. 11-CV- 05619-LHK; Chookey v. Sears  
10 Roebuck and Co., C.D. Cal. Case No.12-CV-2491-GW; Taylor v. West Marine Products, Inc., N.D. Cal.  
11 Case No. 13-CV-4916-WHA, Brumfield v. Belmont Village, LP, C.D. Cal. Case No. 13-CV-07445-  
12 BRO and Castillo v. ADT, E.D. Cal. Case No. 2:15-cv-00383-WBS-DAD.

13           24. David Garrett is a senior associate at Harris & Ruble. Mr. Garrett is a cum laude graduate  
14 of Southern Methodist University (B.A., Finance, 1990) and the UCLA School of Law (J.D., 1992). He  
15 became a member of the California bar in 1992. Mr. Garrett has worked with me on numerous class-  
16 action matters, E.g., Sherman v. CLP Resources, Inc., Central District of California Case No. CV 12-  
17 8080 GW (PLAx) *consolidated with* Case No. CV 12-8080 GW (PLAx); Chookey v. Sears, Central  
18 District of California Case No. CV 12-2491-GW (MRWx); Denhardt v. 2 Market Media, Los Angeles  
19 Superior Court Case No. BC 539428; Irrgang v. BHC Films, Inc., Los Angeles Superior Court Case No.  
20 BC543984; Nall v. Diamond Supply, Los Angeles Superior Court Case No. BC527457. He has  
21 represented employees in numerous labor-law disputes while at Harris & Ruble. E.g., Sandling v.  
22 Seraphim Films, Inc., Los Angeles Superior Court Case No. BC 237787; Graham v. Triumphant Films,  
23 Inc., Los Angeles Superior Court Case No. BC 539767; Wong v. Weatherford, Alameda Superior Court  
24 Case No. RG 12626790; Alvarenga v. Andrew J. Lewin Medical Corp., Los Angeles Superior Court  
25 Case No. BC529803.

26           25. Min Ji Gal is a *magna cum laude* graduate of the University of Southern California (B.A.,  
27 2013) and USC Gould School of Law (J.D., 2016). She became a member of the California bar in  
28 2016. Her practice is primarily focused on individual and class action cases involving wage-and-hour

1 violations under the California Labor Code and Fair Labor Standards Act. Ms. Gal has worked with me  
2 in a number of labor-law disputes and class-action matters at Harris & Ruble. Eg., Sherman v. CLP  
3 Resources, Inc., Central District of California Case No. Case No. CV 12-8080 GW (PLAx) *consolidated*  
4 *with* Case No. CV 12-8080 GW (PLAx); Tanika Turley v. Chipotle Services, LLC, San Francisco  
5 Superior Court Case No. CGC-15-544936; Alvarenga v. Andrew J. Lewin Medical Corp., Los Angeles  
6 Superior Court Case No. BC529803; Wise v. Nature’s Best, LLC, Los Angeles Sup. Ct. Case No.  
7 649808; Dye v. Radford Studio Center, Inc., Los Angeles Sup. Ct. Case No. BC663326; Schroeder v.  
8 Envoy Air, Inc., C.D. Cal. Case No. 16-cv-04911; Fernandez v. Craft Beer Guild Distributing of  
9 California LLC, Los Angeles Sup. Ct. Case No. 666562; Bowman v. Burnt Ends, LLC, C.D. Cal. Case  
10 No. 17-cv-05782; Clarke v. Flower Ave, LLC, Los Angeles Sup. Ct. Case No. BC666525; Buckner v.  
11 Universal Television, LLC, C.D. Cal. Case No. 17-cv-06489.

12           26.     The requested attorney fee percentage is typical of that awarded to Class Counsel for  
13 other employment cases. The Court should also consider that the efforts of Class Counsel have resulted  
14 in substantial benefits to the Settlement Class Members in the form of a significant settlement fund  
15 established to compensate Settlement Class Members for the alleged wage-and-hour violations. Without  
16 the efforts of Class Counsel, the claims alleged in the complaint would likely have gone without remedy.  
17 Additionally, Class Counsel has invested significant time and resources in this case, with payment  
18 deferred to the end of the litigation and entirely contingent on the outcome. Plaintiff’s counsel began  
19 investigating the specific facts and claims of this case in January of 2020, over three years before any  
20 fees will be paid to counsel, or their out-of-pocket costs reimbursed to them. **Exhibit 2** to the Harris  
21 Declaration filed herewith provides the detailed records of the time spent by Harris & Ruble. **Exhibit 3**  
22 to the Harris Declaration is a detailed list of the costs incurred in the litigation of \$14,945.16.

23           27.     This case to date has required hundreds of hours of work, resulting in a total lodestar of  
24 \$357,823, which is 80% of the requested fee of \$446,658.33. The following table reflects the names and  
25 basic information relating to counsel who made substantial contribution to this case, along with their  
26 market hourly rate:  
27  
28

<i>Person</i>	<i>JD Acquired</i>	<i>Hourly Rate</i>	<i>Hours</i>	<i>Lodestar</i>
A. Harris	1974	\$890	214.10	\$190,549
D. Garrett	1992	800	48.90	39,120
P. Mohan	2003	750	3.30	2,475
M. Gal	2016	650	115.90	106,080
Paraprofessional	N/A	210	21.90	4,599
Anticipated		600	25.00	15,000
<b>Total</b>			476.40	\$357,823

28. In total, Plaintiff seeks fees for the 476.40 hours of work through completion of this case. Plaintiff's Counsel estimates that an additional 25 hours will be required after Final Approval is granted. At a mixed hourly rate of \$600, the additional attorney time amounts to \$15,000 and is included in total lodestar.

29. The Harris & Ruble hourly rates have been approved by other courts in California. See e.g., Prasad v. The Goodyear Tire & Rubber Co., County of Alameda Case No. RG15784470 (Sept. 3, 2015). Judge Fitzgerald, in granting final approval to settlement of a hotly contested class action, found that Harris & Ruble "exercised considerable skill in the litigation of the motion for class certification, dispositive motions to dismiss, and substantial discovery, and they did so against experienced, highly skilled opposing counsel and on an entirely contingent basis." Schroeder v. Envoy Air, Inc., C.D. Ca. (No. CV 16-4911-MWF, May 6, 2019), p. 12. Further, a fee of 33% of the recovery was awarded, id., 12-13, the district court approving hourly rates as follows: "\$210 for law clerks and paralegals, \$350 for junior associates, \$750 for senior associates, and between \$500 and \$890 for partners." Id., 14.

30. According to case authority, the requested rates in the Motion for Attorneys' Fees are within the range of rates approved by both this Court and the Central District for complex class actions, including wage-and-hour actions. See e.g., Orian v. Fed'n Int'l des Droits de L'Homme, No. CV 11-6904 PSG (FFMx), 2012 WL 994643, at \*3 (C.D. Cal. Mar. 22, 2012) (approving \$900 per hour rate for anti-SLAPP motion practice); Rutti v. Lojack Corp., No. SA-CV-06-350, 2012 WL 3151077, at \*11 (C.D. Cal. July 31, 2012) (in a wage-and-hour action, approving rates of up to \$750 per hour); Pierce v.

1 Cty. of Orange, 905 F. Supp. 2d 1017, 1036 & n.16 (C.D. Cal. 2012) (approving rates of up to \$850 per  
2 hour); In re HP Laser Printer Litig., No. SACV07-0667 AG (RNBx), 2011 WL 3861703, at \*5–6 (C.D.  
3 Cal. Aug. 31, 2011) (approving rates of up to \$800 per hour); In re Schering-Plough Corp. Enhance Sec.  
4 Litig., No. 08-397 (DMC) (JAD), 2013 WL 5505744, at \*58 n.43 (D.N.J. Oct. 1, 2013) (\$875 per hourly  
5 rate for a “very experienced class action lawyer” characterized as “extremely reasonable, if not a  
6 bargain”). These cited cases found at least five years ago that the rates counsel is now seeking this Court  
7 to approve were reasonable. The request is reasonable.

8 31. In one recent fee request, the hourly rate for Robert Seigel, an O’Melveny & Myers partner  
9 in the Labor and Employment Department, was \$1,250, while the hourly rates for graduates in 1999 and  
10 2000 range from \$875 to \$925. See In re Republic Airways Holdings, Inc., Case No. 16-10439, ECF Doc.  
11 1850 (Bankr. S.D. N.Y. 2017) (discussing rates for Los Angeles attorneys). There seems no rationale for  
12 awarding lower rates to Plaintiff’s counsel here, although the requested rates are much less.

13 32. It appears that the present lawsuit has contributed or acted as a catalyst to the proper  
14 reimbursement of business expenses. This year starting in February of 2023, I have reviewed wage  
15 statements issued to employees of Defendant WB who have been reimbursed for business use of their  
16 phone in the amount of \$3 per day. Moreover, I have seen other large studios have also started to  
17 reimburse employees for business use of their phone in the amount of \$3 per day.

18 I have read the foregoing, and the facts set forth therein are true and correct of my own personal  
19 knowledge. Executed April 21, 2023, in the County of Los Angeles, State of California, under penalty of  
20 perjury of the State of California.

21  
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23 

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Alan Harris

# Exhibit 1

**CLASS ACTION AND PAGA SETTLEMENT  
AGREEMENT AND CLASS NOTICE**

*Jerome Divinity v. WB Studio Enterprises, Inc., a Delaware Corporation, et al.*,  
(Los Angeles Superior Court Case No. 20STCV37526) (“*Divinity*”)

*G. Wilson v. WB Studio Enterprises, Inc., a Delaware Corporation, et al.*,  
(U.S. District Court for the Central District of California, Case No. 2:21-cv-09632) (“*Wilson*”)

This Class Action and PAGA Settlement Agreement (“Agreement”) is entered into in the above-entitled proceedings, by and between Plaintiffs Jerome Divinity and Gregory Wilson on behalf of themselves and the putative class, on the one hand; and Defendant WB Studio Enterprises Inc.<sup>1</sup>, a Delaware corporation (“Defendant”) on the other hand (collectively, the “Parties”).

**1. DEFINITIONS.**

1.1 “Action” means the above-entitled *Divinity* lawsuit alleging wage and hour violations against Defendant initiated on September 30, 2020 and pending in Superior Court of the State of California, County of Los Angeles, combined with the claims in the *Wilson* matter filed in the U.S. District Court for the Central District of California, entitled *G. Wilson v. WB Studio Enterprises, Inc., a Delaware Corporation, et al.*, Case No. 2:21-cv-09632 (“*Wilson*”).<sup>2</sup>

1.2 “Administrator” means CPT Group Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” means all below-the-line non-union production employees Defendant payrolled through Cast & Crew or Entertainment Partners from April 5, 2019 through the date of Preliminary Approval and all below-the-line union production employees Defendant payrolled through Cast & Crew or Entertainment Partners who received a final check dated after the anticipated payday from April 5, 2019 through the date of Preliminary Approval.

1.5 “Class” means all below-the-line non-union production employees Defendant payrolled through Cast & Crew or Entertainment Partners from April 5, 2016 through the date of Preliminary Approval and all below-the-line union production employees Defendant payrolled

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<sup>1</sup> Plaintiffs erroneously named WB Studio Enterprises, Inc., in their respective complaints. WB Studio Enterprises Inc. does not have a comma between “Enterprises” and “Inc.”

<sup>2</sup> Pursuant to Section 7.1, the parties will cause the Court presiding over *Divinity* to approve and administer settlement of the claims in both *Divinity* and *Wilson*.

through Cast & Crew or Entertainment Partners who received a final check dated after the anticipated payday from April 5, 2017 through the date of Preliminary Approval.

1.6 “Class Counsel” means Alan Harris and Min Ji Gal of Harris & Ruble.

1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8 “Class Data” means Class Member identifying information in Defendant’s possession or control including the Class Member’s name, last-known mailing address, and Social Security number.

1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from April 5, 2016 through the date of Preliminary Approval for all below-the-line non-union production employees payrolled through Cast & Crew or Entertainment Partners and from April 5, 2017 through the date of Preliminary Approval for all below-the-line union production employees payrolled through Cast & Crew or Entertainment Partners who received a final check dated after the anticipated payday, excluding any such persons who opt out.

1.13 “Class Representatives” means the named Plaintiffs Jerome Divinity and Gregory Wilson in the Operative Complaint in the Action seeking Court approval to serve as Class Representatives.

1.14 “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15 “Court” means the Superior Court of California, County of Los Angeles.

1.16 “Defendant” means named Defendant WB Studio Enterprises Inc., a Delaware corporation.

1.17 “Defense Counsel” means Seth Pierce, Esq. and Stephen Rossi, Esq. of Mitchell Silberberg & Knupp, LLP.

1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.22 “Gross Settlement Amount” means \$1,248,680, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses Payment.

1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount.

1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties.

1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.



1.30 “PAGA Period” means the period from April 5, 2019 through the date of Preliminary Approval.

1.31 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.32 “PAGA Notices” means both Plaintiff Divinity’s letter to Defendant, dated September 22, 2020, and the LWDA and Plaintiff Wilson’s letter to Defendant, dated December 13, 2021, and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$9,365.10) and the 75% to LWDA (\$28,095.30) in settlement of PAGA claims.

1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.35 “Plaintiffs” means Jerome Divinity and Gregory Wilson, the named plaintiffs in the Action.

1.36 “Preliminary Approval” means the Court’s order granting Preliminary Approval of the Settlement.

1.37 "Preliminary Approval Order" means the proposed order granting Preliminary Approval and Approval of PAGA Settlement.

1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.39 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.40 “Released Parties” means: Defendant and Jerry Bruckheimer Television, Inc., and each and all of their present and former partners, parents, subsidiaries, affiliates, and related entities and all of their officers, directors, employees, 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).

1.41 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42 "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his, her or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.43 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

## **2. RECITALS.**

2.1 On September 30, 2020, Plaintiff Jerome Divinity filed a Complaint alleging causes of action against Defendant for wage and hour violations. On December 15, 2020, Divinity filed a First Amended Complaint alleging causes of action against Defendant for wage and hour violations as well as violations of PAGA. On December 13, 2021, Plaintiff Greg Wilson filed a Complaint against Defendant alleging similar claims. On May 12, 2022, Wilson filed a First Amended Complaint. On June 14, 2022, Plaintiff Wilson filed a Second Amended Complaint. Divinity’s First Amended Complaint and Wilson’s Second Amended Complaint are referred to as the operative complaint (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

2.3 On August 20, 2021, the Parties participated in an all-day mediation presided over by Lisa Klerman, which was unsuccessful in resolving the matter, but which substantially narrowed the gap between the Parties. The Parties subsequently settled the matter after the mediation, which led to this Agreement to settle the Action.

2.4 Prior to negotiating the Settlement, Plaintiffs obtained substantial class data and conducted a substantial investigation into their claims. Plaintiffs propounded written discovery and received written responses as well as over 1,000 pages of documents. Plaintiffs’ counsel also deposed Defendant’s Person Most Knowledgeable. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130 (“*Dunk/Kullar*”). The Parties stipulate to class certification for purposes of settlement only. If the Court does not grant Preliminary and Final Approval of this Agreement despite the Parties’ good faith efforts to address any concerns raised by the Court without increasing the Gross Settlement Amount, the Parties shall return to status quo ante.

2.5 The Court has not granted class certification. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

## **3. MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$1,248,680 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class

Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$5,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Plaintiff Divinity and Plaintiff Wilson will not opt out. Defendant will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for all taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3% of the Gross Settlement Amount, which is currently estimated to be \$416,226.70 and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay and report the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$53,250 except as necessary in the event the class size increases pursuant to Section 8, or for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves a lesser payment, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: Payment will be made to Participating Class Members from the Net Settlement Amount as follows:

3.2.4.1 Individual Class Payment. All Participating Class Members will receive a minimum payment equal to their pro rata share of the Net Settlement Amount.

3.2.4.2 Individual PAGA Payment. All Class Members who are Aggrieved Employees will receive their pro rata share of 25% of the PAGA Penalties.

3.2.5 Tax Allocation of Payments. 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. The Individual PAGA Payments will be considered 100% penalties. Defendant will pay the employer's share of payroll taxes as required by law, and such payments will not reduce the Gross Settlement Amount.

3.2.6 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members will still receive their Individual PAGA Payments.

3.2.7 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$37,460.40 to be paid from the Gross Settlement Amount, with 75% (\$28,095.30) allocated to the LWDA PAGA Payment and 25% (\$9,365.10) allocated to the Individual PAGA Payments.

3.2.8 The Administrator will calculate each Individual PAGA Payment as a pro rata share of the Aggrieved Employees' 25% share of PAGA Penalties (\$9,365.10). Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.9 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.10 If the Court requires a PAGA allocation higher than the foregoing, such determination shall not increase the amount of the Gross Settlement Amount, and the amounts that constitute the Gross Settlement Amount shall be reallocated as necessary.

3.2.11 If the Court disapproves of the payment structure in this Agreement, such as by requiring payment to be allocated based on the number of work weeks, then the Parties will negotiate in good faith to adjust the structure, but in no event, absent agreement by Defendant, will Defendant or any Releasee be required to pay more than the Gross Settlement Amount on the basis of the payment structure.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment, and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 15 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class

Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.

4.3.3 For any Class Member whose check is uncashed and cancelled after the void date, the Administrator shall redistribute the funds represented by such checks among the remaining Class Members. For any subsequent checks that are uncashed and cancelled, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

**5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, contingent or accrued, that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notices, or ascertained during the Action and released under 5.2, below, including under any legal theory that was alleged or that could have been alleged for any failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements including claims derivative and/or related to these claims, failure to provide expense reimbursements, and failure to provide personnel and payroll records. ("Plaintiffs' Release.") This Release shall include, but is not limited to, all claims and theories arising under any applicable statutes and common law, the California Labor Code, the Fair Labor Standards Act, California wage orders, and applicable regulations, including Labor Code Sections 201, 201.5, 202, 203, 204, 210, 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, as well as claims under Business and Professions Code section 17200 *et seq.*, and/or Labor Code Section 2698 *et seq.* based on alleged violations of the above Labor Code provisions, as alleged in the lawsuits. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or



additional facts or Plaintiffs' discovery of them. The Release shall run through the date of Preliminary Approval, subject to Paragraph 8, below.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, contingent or accrued, that have been asserted or that could have been asserted in the Operative Complaint based on the facts, claims and/or allegations therein, including under any legal theory that was alleged or that could have been alleged for any failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements including claims derivative and/or related to these claims, failure to provide expense reimbursements, and failure to provide personnel and payroll records. This Release shall include all claims and theories arising under the California Labor Code, the Fair Labor Standards Act, California wage orders, and applicable regulations, including Labor Code Sections 201, 201.5, 202, 203, 204, 210, 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, as well as claims under Business and Professions Code section 17200 *et seq.*, and/or Labor Code Section 2698 *et seq.* based on alleged violations of the above Labor Code provisions, as alleged in the Operative Complaint. 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. The release shall run through the date of Preliminary Approval. Moreover, only those who cash their Individual Class Payment checks will be deemed to have released claims under the Fair Labor Standards Act. The following language will be printed on the reverse of each Individual Class Payment check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

5.3 Release by Aggrieved Employees. All Aggrieved Employees (regardless of whether they are Participating Class Members) 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 Period facts stated in the Operative Complaint or PAGA Notices including under any legal theory that was alleged or that could have been alleged for any failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements including claims derivative and/or related to these claims, failure to provide expense reimbursements, and failure to provide personnel and payroll records. This Release shall include all claims and theories arising under the California Labor Code, the Fair Labor Standards Act, California wage orders, and applicable regulations, including Labor Code Sections 201, 201.5, 202, 203, 204, 210, 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, as well as claims under Business and Professions Code section 17200 *et seq.*, and/or Labor Code Section 2698 *et seq.* based on alleged violations of the above Labor Code provisions, as alleged in the Operative Complaint and/or PAGA Notices. The release shall run through the date of Preliminary Approval, subject to Paragraph 8, below.

5.4 Apart from such award of fees and reimbursement of costs for which provision is made herein, Plaintiffs and Defendant waive any and all claims for fees, costs, indemnity or contribution against Plaintiffs, any Participating Class Member, Class Counsel, Defendant, Releasees or their counsel.

**6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 Defendant’s Declaration in Support of Preliminary Approval. Within 20 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff’s Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor



Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns; provided, however, that neither Party shall be under any obligation to proceed with the Settlement if the required material changes are unacceptable to either Party.

## **7. SETTLEMENT ADMINISTRATION.**

7.1 Consolidation of *Divinity* and *Wilson*. The Parties agree to take all steps necessary to cause the Court presiding over *Divinity* to approve and administer settlement of the claims in both *Divinity* and *Wilson*. The parties agree to first request that the *Wilson* court stay that federal action so that all claims may be consolidated and settled before the *Divinity* court in state court pursuant to an amended complaint covering all claims in both cases. If either court does not approve that process, then the Parties agree to take all other steps necessary to achieve the same result, including but not limited to: remanding and/or dismissing *Wilson* from federal court, amending the complaint in *Divinity* in Los Angeles County Superior Court to combine all claims in the *Wilson* and *Divinity* matters, and/or stipulating to relate *Wilson* to *Divinity*. If the Court does not grant Preliminary and Final Approval of this Agreement despite the Parties' good faith efforts to address the Court's concerns pursuant to Paragraph 6.4, the Parties agree that the stay in *Wilson* will be lifted or, if applicable, it will be returned to federal court (including by refiling *Wilson* in federal court) with the same status as if it had never been stayed, remanded and/or dismissed.

7.2 Selection of Administrator. The Parties have jointly selected CPT Group Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel

represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.3 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings, if any, and providing reports to state and federal tax authorities.

7.4 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.5 Notice to Class Members.

7.5.1 Not later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Aggrieved Employees. Any Class Member or Aggrieved Employee who has signed a general release of claims and has not worked for Defendant since signing that release will be excluded from this list.

7.5.2 Using best efforts to perform as soon as possible, and in no event later than 21 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.5.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.5.4 The deadlines for Class Members’ written objections and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.5.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class

Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.6 Requests for Exclusion (Opt-Outs).

7.6.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.6.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.6.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.6.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final

Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing, and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

**8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, based on data as of June 1, 2022, (1) there are approximately 8,056 potential Class Members as of June 1, 2022 (consisting of 4,535 below-the-line non-union employees and 3,521 below-the-line union employees). In the event that the total number of Participating Class Members exceeds 8,056 at the time of Preliminary Approval, Defendant will increase the Gross Settlement Amount by \$155 per additional Participating Class Member, up to a total Gross Settlement Amount of \$1,435,982. If the additional Participating Class Members would cause the Gross Settlement Amount to exceed \$1,435,982, then Defendant may limit the Class Period and the release period to a date between June 1, 2022 and the date of Preliminary Approval or further increase the Gross Settlement Amount as described above.

**9. RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Plaintiffs or Defendant may elect, but are not obligated, to withdraw from the Settlement. The Parties agree that, if either party withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement. The Parties will split the Settlement Administration Expenses incurred to that point. The withdrawing party must notify the other party and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

**10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 14 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good

faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. However, Defendant shall be under no obligation to proceed with the Settlement if the required material changes are unacceptable, and except as set forth in Paragraph 8, under no circumstances will the Gross Settlement Amount be increased without Defendant's express written consent. If a material change or increase in the Gross Settlement Amount is a condition of approval, then Defendant may unilaterally void this Agreement. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, and the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address, if possible, the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. However, under no circumstances will the Gross Settlement Amount be increased without Defendant's express written consent; if that is a condition of approval, then Defendant may unilaterally void this Agreement. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

**11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

## **12. ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, as well as the representative treatment or manageability of any PAGA claim, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to Plaintiff's attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) as for Defendant, as needed for legal, accounting, tax, or other business reasons;; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Plaintiffs and Plaintiffs' Counsel shall not publicize the settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the settlement from the media, counsel may respond only after the motion for approval of the settlement has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendant from making any required disclosure. This Paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict

Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, and submitting supplemental evidence and supplementing points and authorities as requested by the Court. Plaintiffs will not opt out of the Settlement. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.



12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Alan Harris  
Min Ji Gal  
HARRIS & RUBLE  
655 North Central Avenue, 17th Floor  
Glendale, CA 91203

To Defendant:

Seth Pierce  
Stephen Rossi  
Mitchell Silberberg & Knupp LLP  
2049 Century Park East, 18th Floor  
Los Angeles, CA 90067

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this

Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument, as if counsel for the Parties exchanged between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the litigation in both the *Divinity* and *Wilson* cases will be stayed for all purposes upon signing, including with respect to California Code of Civil Procedure sections 583.310 and 583.330, except such proceedings necessary to implement and complete the settlement, pending the Final Approval Hearing to be conducted by the Court. The Parties will file a stipulation before the *Wilson* court advising it that the Parties have reached a settlement in principal and request to stay the matter until the settlement is effectuated.

DocuSigned by:  
*Jerome Divinity*  
27240503B8F642F...  
For Plaintiff Jerome Divinity

*Zazi Pope*  
Zazi Pope (Dec 13, 2022 16:34 PST)  
For Defendant WB Studio Enterprises Inc.

DocuSigned by:  
*Gregory Wilson*  
52D23653E4DA420...  
For Plaintiff Gregory Wilson

**APPROVED AS TO FORM:**

DocuSigned by:  
*Alan Harris*  
23EF921540304A5...  
Counsel For Plaintiffs Divinity and Wilson

*Alan Harris* 12/13/2022  
Counsel For Defendant WB Studio Enterprises Inc.

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING  
DATE FOR FINAL COURT APPROVAL**

*Jerome Divinity v. WB Studio Enterprises, Inc., a Delaware Corporation, et al.,  
(Los Angeles Superior Court Case No. 20STCV37526) (“Divinity”)*

***The Superior Court for the State of California authorized this Notice. Read it carefully! It’s not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against WB Studio Enterprises Inc. (“WB”) for alleged wage and hour violations as well as claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). The Action was initially filed by a former WB employee Jerome Divinity, and includes claims brought by Divinity as well as another former WB employee, Greg Wilson (collectively, “Plaintiffs”).

The Action seeks payment for alleged wage and hour violations that occurred during the “Class Period,” which means 1) from April 5, 2016 through the date of Preliminary Approval for all below-the-line non-union production employees WB payrolled through Cast & Crew or Entertainment Partners and 2) from April 5, 2017 through the date of Preliminary Approval for all below-the-line union production employees WB payrolled through Cast & Crew or Entertainment Partners who received a final check dated after the anticipated payday, excluding any such persons who opt out.

“Class Member” means all below-the-line non-union production employees WB payrolled through Cast & Crew or Entertainment Partners from April 5, 2016 through the date of Preliminary Approval and all below-the-line union production employees WB payrolled through Cast & Crew or Entertainment Partners who received a final check dated after the anticipated payday from April 5, 2017 through the date of Preliminary Approval. The Action also seeks penalties on behalf of Aggrieved Employees for alleged wage and hour violations that occurred during the “PAGA Period,” which means 1) from April 5, 2019 through the date of Preliminary Approval. “Aggrieved Employee” means all below-the-line non-union production employees WB payrolled through Cast & Crew or Entertainment Partners from April 5, 2019 through the date of Preliminary Approval and all below-the-line union production employees WB payrolled through Cast & Crew or Entertainment Partners who received a final check dated after the anticipated payday from April 5, 2019 through the date of Preliminary Approval.

Plaintiffs and WB have reached a proposed settlement under which you may be entitled to receive money. The proposed Settlement has two main parts: (1) a Class Settlement requiring WB to fund Individual Class Payments, and (2) a PAGA Settlement requiring WB to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on WB’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$\_\_\_\_\_ (less withholding) and your Individual PAGA Payment is estimated to be \$\_\_\_\_\_.** The actual amount you may receive likely will be different and will

depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to WB’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires WB to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against WB.

If you are a Class Member or Aggrieved Employee as defined above, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against WB.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against WB, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**WB will not retaliate against you for any actions you take with respect to the proposed Settlement.**

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>You Don’t Have to Do Anything to Participate in the Settlement</b>	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against WB that are covered by this Settlement (Released Claims).
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<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is</b></p> <p>_____</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. WB must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the PAGA claims listed in Section 3.10 of this Notice.</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by</b> _____</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p><b>You Can Participate in the _____ Final Approval Hearing</b></p>	<p>The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>

**1. WHAT IS THE ACTION ABOUT?**

Plaintiffs are former WB employees who worked as motorcycle officers on Defendant's productions. The Action accuses WB of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Alan Harris and Min Ji Gal of Harris & Ruble ("Class Counsel.")

WB strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether WB or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and WB hired an experienced, neutral mediator Lisa Klerman, in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The Parties subsequently settled the matter after the mediation. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and WB have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, WB does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) WB has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. WB Will Pay \$1,248,680 as the Gross Settlement Amount (Gross Settlement). WB has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, WB will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$ 416,226.70 (33 1/3% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$5,000 each to Divinity and Wilson as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.

- C. Up to \$53,250 to the Administrator for services administering the Settlement, which may be increased as necessary in the event the class size increases pursuant to Section 8 of the Agreement, or for a showing of good cause and as approved by the Court.
- D. Up to \$37,460.40 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments paid pro rata to the Aggrieved Employees.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) as Individual Class Payments. All Participating Class Members will receive an Individual Class Payment equal to their pro rata share of the Net Settlement.

4. Taxes Owed on Payments to Class Members. Plaintiffs and WB are asking the Court to approve an allocation of 25% of each Participating Class Member’s payment of his/her/their pro rata share of the Net Settlement Amount to settlement of wage claims (the “Wage Portion”), and 75% of each Participating Class Member’s payment of his/her/their pro rata share of the Net Settlement Amount to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. WB will separately pay the employer payroll taxes owed on the Wage Portions. The Non-Wage Portions are not subject to tax withholdings. The Individual PAGA Payments will be considered 100% penalties. The Administrator will report the Non-Wage Portions of the Individual Class Payments, and the Individual PAGA Payments on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

Although Plaintiffs and WB have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and/or Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be redistributed to class members that cashed their original check. Any remaining uncashed checks will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 60 days after the Administrator mails the Class Notice

(plus an additional 14 days for Class Members whose Class Notice is re-mailed), that you wish to opt-out. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against WB.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against WB based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and WB have agreed that, in either case, the Settlement will be void: WB will not pay any money and Class Members will not release any claims against WB.

8. Administrator. The Court has appointed a neutral company, CPT Group Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and WB has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, or be part of another lawsuit against WB or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, contingent or accrued, that have been asserted or that could have been asserted in the Operative Complaint based on the facts, claims and/or allegations therein, including under any legal theory that was alleged or that could have been alleged for any failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements including claims derivative and/or related to these claims, failure to provide expense reimbursements, and failure to provide



personnel and payroll records. This Release shall include all claims and theories arising under the California Labor Code, the Fair Labor Standards Act, California wage orders, and applicable regulations, including Labor Code Sections 201, 201.5, 202, 203, 204, 210, 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, as well as claims under Business and Professions Code section 17200 *et seq.*, and/or Labor Code Section 2698 *et seq.* based on alleged violations of the above Labor Code provisions, as alleged in the Operative Complaint. Except as set forth in Section 5.3 of the 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. The release shall run through the date of Preliminary Approval, unless there are more Class Members than anticipated and Defendant elects to shorten the Class Period and accordingly, the end date of the release. Moreover, only those who cash their Individual Class Payment checks will be deemed to have released claims under the Fair Labor Standards Act.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and WB has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against WB, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against WB or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are 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 Period facts stated in the Operative Complaint or PAGA Notices, including under any legal theory that was alleged or that could have been alleged for any failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements including claims derivative and/or related to these claims, failure to provide expense reimbursements, and failure to provide personnel and payroll records. This Release shall include all claims and theories arising under the California Labor Code, the Fair Labor Standards Act, California wage orders, and applicable regulations, including Labor Code Sections 201, 201.5, 202, 203, 204, 210, 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, as well as claims under Business and Professions Code section

17200 *et seq.*, and/or Labor Code Section 2698 *et seq.* based on alleged violations of the above Labor Code provisions, as alleged in the Operative Complaint and/or PAGA Notices. The release shall run through the date of Preliminary Approval, unless there are more Class Members than anticipated and Defendant elects to shorten the Class Period and accordingly, the end date of the release.

**4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: All Participating Class Members will receive a minimum payment equal to their pro rata share of the Net Settlement Amount.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments as follows: All Class Members who are Aggrieved Employees will receive their pro rata share of 25% of the PAGA Penalties.

**5. HOW WILL I GET PAID?**

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

**6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Jerome Divinity v. WB Studio Enterprises, Inc., a Delaware Corporation, et al.*, Los Angeles Superior Court Case No. 20STCV37526, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by \_\_\_\_\_, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

**7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and WB are asking the Court to

approve. At least \_\_\_\_\_ days before the \_\_\_\_\_ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator’s Website \_\_\_\_\_url\_\_\_\_\_ or the Court’s website \_\_\_\_\_url\_\_\_\_\_.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is \_\_\_\_\_.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Jerome Divinity v. WB Studio Enterprises, Inc., a Delaware Corporation, et al.*, Los Angeles Superior Court Case No. 20STCV37526 and include your name, current address, telephone number, and approximate dates of employment for WB and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

**8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don’t have to, attend the Final Approval Hearing on \_\_\_\_\_ at \_\_\_(time)\_\_\_ in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court’s website for the most current information.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Administrator’s website \_\_\_\_\_ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

**9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything WB and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to \_\_\_\_\_ specify entity \_\_\_\_\_’s website at

\_\_\_\_\_ url \_\_\_\_\_. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 20STCV37526. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Attorney: Alan Harris; Min Ji Gal

Email Address: [harrisa@harrisandruble.com](mailto:harrisa@harrisandruble.com); [mgal@HarrisandRuble.com](mailto:mgal@HarrisandRuble.com)

Name of Firm: HARRIS & RUBLE

Mailing Address: 655 North Central Avenue, 17th Floor, Glendale, CA 91203

Telephone:

Settlement Administrator:

Name of Company: CPT Group Inc.

Email Address:

Mailing Address: 50 Corporate Park, Irvine, CA 92606

Telephone:

Fax Number:

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void your funds will have been redistributed to the class members that did cash their check. However, if the void check is such a redistribution payment, you should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve any funds deposited in your name, if any.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.







# 2022-12-12 WB Updated Settlement Agreement signed by PtfS

Final Audit Report

2022-12-14

Created:	2022-12-13
By:	sara stuckey (sara.stuckey@warnerbros.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAumA3SvQFyV25RwCd6nqgwAawFEfkrCrH

## "2022-12-12 WB Updated Settlement Agreement signed by PtfS" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)  
2022-12-13 - 7:09:41 PM GMT- IP address: 168.161.192.15
-  Document created by sara stuckey (sara.stuckey@warnerbros.com)  
2022-12-13 - 11:57:56 PM GMT- IP address: 168.161.192.15
-  Document emailed to Zazi Pope (zazi.pope@warnerbros.com) for signature  
2022-12-13 - 11:58:30 PM GMT
-  Email viewed by Zazi Pope (zazi.pope@warnerbros.com)  
2022-12-13 - 11:58:36 PM GMT- IP address: 168.161.192.15
-  Document e-signed by Zazi Pope (zazi.pope@warnerbros.com)  
Signature Date: 2022-12-14 - 0:34:48 AM GMT - Time Source: server- IP address: 168.161.192.15
-  Agreement completed.  
2022-12-14 - 0:34:48 AM GMT

# Exhibit 2

<i>Harris &amp; Ruble</i> <b>WB Studio Enterprises adv. Divinity Wilson Files</b>
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Printed by: Min Ji Gal

<b>Date</b>	<b>Initials</b>	<b>Duration</b>	<b>Description</b>
04/21/2023	MJ	1.20	Reviewing cost entries
04/21/2023	MJ	0.10	Correspondence with Laura re declaration
04/21/2023	MJ	0.20	Drafting documents edits to Singh Declaration
04/21/2023	MJ	0.60	Drafting documents Plaintiff Declaration
04/21/2023	MJ	2.60	Drafting documents editing time records
04/21/2023	AH	3.50	Drafting documents and legal research re fee petition and motion for final approval.
04/21/2023	AH	0.10	Reviewing documents--administrators report
04/20/2023	AH	6.30	Drafting documents--motions for final approval and fees.
04/20/2023	MJ	3.20	Drafting documents editing time records
04/20/2023	MJ	0.10	Reviewing CPT report
04/20/2023	MJ	0.10	Telephone call to Stephen A Rossi - spoke- Comments on final approval motion numbers
04/20/2023	MJ	0.30	Research settling unlitigated claims
04/20/2023	DG	0.90	Reviewing: Motion for Attorney Fees
04/19/2023	MJ	2.30	Drafting documents editing time records
04/19/2023	MJ	0.10	Correspondence with Laura re need declaration
04/19/2023	TB	3.50	Reviewing all file documents and notated those for Printing Report in Excel (JTB)
04/19/2023	AH	0.20	Telephone call from Jerome Divinity - spoke - Status. REDACTED
04/19/2023	MJ	0.60	Research Lafitte and multiplier
04/19/2023	MJ	1.40	Drafting documents Harris Decl iso motion for fees and approval
04/19/2023	MJ	0.10	Correspondence with Steve re judgment and motion for review
04/19/2023	MJ	0.70	Drafting documents Proposed judgment
04/19/2023	MJ	4.00	Drafting documents motion for attorney's fees
04/19/2023	MJ	4.00	Drafting documents Motion for Final Approval
04/19/2023	DG	1.20	Reviewing: Declaration of Alan Harris in Support of Motion for Final Approval
04/19/2023	DG	1.10	Reviewing: Motion for Final Approval
04/19/2023	DG	0.10	Correspondence with with defense re: final approval
04/19/2023	DG	1.20	Research: re final approval
04/18/2023	MC1	2.00	Prepare Case Costs
04/18/2023	MJ	2.00	Drafting documents Motion for final approval of settlement
04/18/2023	MJ	0.10	Reviewing court posting
04/18/2023	MJ	1.10	Drafting documents editing timesheets for fee petition
04/18/2023	MJ	0.10	Reviewing PAGA upload of FLSA complaint
04/17/2023	MC1	3.00	Save & File All Invoices, Review & Issue Payments
04/17/2023	TB	0.70	Reviewed time and service on case (JTB)
04/17/2023	TB	0.30	Searched and reviewed files for Divinity and Castenada 226 letters to Warner Bros (JTB)
04/17/2023	TB	0.10	Email correspondence with AH re: Castenada and Divinity 226's to Wbros (JTB)
04/17/2023	TB	0.10	Email to Ruth Holt to discuss Divinity / Warner Bros with AH (JTB)
04/17/2023	TB	0.10	Correspondence with Jerome Divinity call to AH (JTB)
04/14/2023	MJ	0.10	Reviewing CPT report
04/14/2023	TB	0.40	Reviewed time worked on case for settlement (JTB)
04/14/2023	TB	0.20	H&R Office mtg. Discussed WB / Divinity case time records (JTB)
04/13/2023	DG	0.10	Reviewing: Docket sheet
04/13/2023	DG	0.50	Reviewing attorney time sheet to determine accuracy

04/07/2023	MJ	0.10	Reviewing CPT report
04/07/2023	PM	0.10	Review new activity in docket.
04/06/2023	AH	0.30	Telephone call from Gregory Wilson - spoke - REDACTED
04/03/2023	AH	0.10	Telephone call to Kevin Tyrell Payne - spoke - Status REDACTED
03/31/2023	MJ	0.10	Reviewing Dkt 40 filed stipulation
03/29/2023	MJ	0.20	Reviewing stip for wilson
03/27/2023	DG	0.10	Reviewing: Class Notice
03/26/2023	AH	0.20	Telephone call to Jerome Divinity - spoke - Status. REDACTED
03/26/2023	AH	0.30	Call Wilson, Divinity -
03/25/2023	PM	0.20	Review WB notice and correspondence from class member.
03/21/2023	MJ	0.10	Reviewing email re mailing complete
03/21/2023	MJ	0.10	Reviewing notice w steve edits
03/21/2023	AH	0.10	Telephone call to Stephen A Rossi - spoke - Discuss administration issues
03/21/2023	AH	0.10	Telephone call to Stephen A Rossi - spoke - Discuss administration issues
03/21/2023	AH	0.10	Telephone call to Stephen A Rossi - spoke - Discuss administration issues
03/21/2023	AH	0.10	Telephone call to Laura Singh - spoke - With SAR on line, confirm details re today's mailing.
03/20/2023	AH	0.10	Correspondence with CPT and MSK re administrative approvals.
03/20/2023	MJ	0.10	Reviewing changes in pink notice
03/20/2023	MJ	0.60	Reviewing prelim calculations
03/20/2023	MJ	0.10	Correspondence with response to steve
03/20/2023	MJ	0.10	Reviewing email from steve re distribution language
03/20/2023	MJ	0.20	Reviewing mail merge notice
03/20/2023	MJ	0.10	Reviewing email from Steve re cpt negotiation
03/17/2023	MJ	0.10	Reviewing email re class member name
03/16/2023	AH	0.10	Correspondence re claims administrtion.
03/15/2023	AH	0.10	Correspondence re impact of increased class size.
03/15/2023	MJ	0.10	Reviewing updated bid
03/15/2023	MJ	0.30	Reviewing status of bid
03/15/2023	MJ	0.10	Reviewing Steve response to CPT
03/15/2023	PM	0.10	Review revised order granting preliminary approval.
03/15/2023	PM	0.20	Review materials regarding motion for preliminary approval in preparation for calls from class members.
03/15/2023	MJ	0.50	Reviewing Admin email re problems with Bld
03/14/2023	AH	0.10	Correspondence with administrator re web site
03/10/2023	AH	0.10	Drafting documents--I am one of the case managers assisting with this case and look forward to working with you. Please be sure to reply to reply all to ensure proper handling of your communication with us. We have reviewed the case documents and compiled a case timeline for your records. Please review the timeline below my signature and advise of any discrepancies at your earliest convenience. **We are reviewing the case documents further and will send any questions about the administration, mailing documents, and data as they arise.
03/06/2023	AH	0.10	Reviewing documents--correspondence from MSK to administrator re class list coming tomorrow.
03/06/2023	AH	0.20	Correspondence to CPT, forwarding AH Sujpp. Decl with final settlement agreement.; MSK to CPT promising class list, tomorrow.
03/03/2023	MJ	0.20	Calendaring administration and approval dates
03/01/2023	MJ	0.10	Reviewing Steve response
03/01/2023	MJ	1.10	Reviewing email from Laura - timeline
03/01/2023	MJ	0.10	Reviewing steve email to CPT
03/01/2023	MJ	0.10	Reviewing docket update
02/28/2023	MJ	0.10	Reviewing email from zarate
02/28/2023	MJ	0.10	Reviewing docket update
02/27/2023	MJ	0.10	Correspondence with admin and defense re order approving MPA



02/27/2023	MJ	0.10	Reviewing order re MPA -did it come out
02/23/2023	MJ	0.30	Drafting documents class member summary sheet to distribute to the office attorneys and paraprofessionals so they might respond to queries from class members
02/17/2023	MJ	0.10	Reviewing docket update
02/16/2023	MJ	0.10	Reviewing efile confirmation
02/16/2023	DG	0.10	Reviewing 02/16/2023 Notice (of Order at Hearing on Motion for Preliminary Approval of Settlement) Filed by Jerome Divinity (Plaintiff) 02/07/2023 Minute Order ( (Hearing on
02/16/2023	AH	0.10	Drafting documents--Court eFile Order Confirmation This confirms Janney & Janney has received your Court eFiling order to eFile the following document(s): Order (name extension); Notice (name extension) At: Spring Street Courthouse (Civil eFiling) Your document(s) have been electronically transmitted to the court today (Thu, Feb 16, 2023) and placed in the queue for review by the Clerk. Once your eFile order has been reviewed you will receive a status update with details stating if your documents were Accepted, Partially Accepted or Rejected by the Clerk, followed by your conformed or received copy(s) or else rejection notice. Should you have any questions, please contact Customer Support at (800) 675-2663, email customerservice@janneyandjanney.com or you can log in and manage your cases and orders at Janney & Janney Customer Portal Thank you for using Janney & Janney Legal Support Services. Order(s): 7136099 Billing Code: WB eFile Transaction Number(s): 23LA00239316
02/16/2023	AH	0.10	Reviewing documents--correspondence with defense and notice administrator re website.
02/16/2023	AH	0.10	Drafting documents--Court eFiling Order Delivered Your conformed copy(s) and confirmation for your eFile order is ready for viewing. Please click on the link(s) below to view, download or print your eFiled documents completed on Thu, Feb 16, 2023 . [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement (court returned document)  RECEIPT (court returned document)  Notice of E-Filing Confirmation (court returned document)  Notice of Order at Hearing on Motion for Preliminary Approval of Settlement (court returned document)  Filing Status: Accepted At: Spring Street Courthouse (Civil eFiling) Should you have any questions, please contact Customer Support at (800) 675-2663, email customerservice@janneyandjanney.com or you can log in and manage your cases and orders at Janney & Janney Customer Portal Thank you for using Janney & Janney Legal Support Services. Order(s): 7136099 Billing Code: WB
02/16/2023	AH	0.10	Drafting documents--The following documents have been uploaded in Divinity, et al. v. WB Studio Enterprises, Inc., et al., Case No. 20STCV37526: Documents Uploaded By: Harris & Ruble Number of Documents in Transaction: 2 Representing: Jerome Divinity, individually and on behalf of all others similarly situated Upload Date: 2/16/23 Time of Upload: 1:53 PM (PST) Document Title: [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement Document Title: Notice of Order at Hearing on Motion for Preliminary Approval of Settlement To access a record, click on the document link. You will be directed to the Case Anywhere log in page. After entering your username and password, you will be taken to the requested document. If you have saved your log in information by selecting the "Remember me at this computer" option, you will be automatically logged in and directed to the record. Please allow time for larger documents to open. If your organization is no longer involved in the above-referenced matter, or if there is any other reason your organization's subscription should be terminated or billing should be modified, please contact us immediately. It is your organization's responsibility to request removal from the case site and conclusion of your subscription for this matter. If your organization is being billed for this matter, it will continue to be billed until we are notified of any such change. Please contact us by phone at (800) 884-3163 or (818) 650-1040 or by email at support@caseanywhere.com if you have any questions.
02/16/2023	MJ	0.40	Filing documentation Proposed Order and Notice
02/16/2023	MJ	0.10	Correspondence with Steve and CPT re final word copy of Notice
02/16/2023	MJ	0.10	Reviewing SAR email re website

02/14/2023	MJ	0.10	Reviewing emails re website
02/14/2023	MJ	0.10	Reviewing steve changes
02/14/2023	MJ	0.10	Correspondence with steve re final for filing
02/13/2023	MJ	0.10	Drafting documents edits to final notice
02/13/2023	AH	0.10	Drafting documents--correspondence re class notice
02/13/2023	AH	0.10	Drafting documents
02/09/2023	MJ	0.10	Reviewing docket change
02/07/2023	DG	0.40	Reviewing: Draft Long Form Settlement
02/07/2023	DG	0.10	Reviewing 02/07/2023 Minute Order ( (Hearing on Motion for Preliminary Approval of Settlement)) Filed by Clerk
02/07/2023	MJ	0.20	Drafting documents new proposed order
02/07/2023	MJ	0.50	Drafting documents new Notice with new dates
02/07/2023	MJ	0.10	Reviewing SAR email re dates
02/07/2023	MJ	1.20	Reviewing papers for MPA hearing
02/07/2023	MJ	0.20	Court MPA hearing
02/07/2023	AH	2.10	Reviewing documents to prepare for MPA, tomorrow
02/07/2023	AH	0.40	Court hearing re MPA -- approved
02/07/2023	AH	0.80	Drafting documents--outline argument for MPA hearing.
02/06/2023	DG	0.30	Reviewing: Class Notice
02/06/2023	TB	0.20	Scheduled hearing for AH & MJG via LASC (JTB)
02/03/2023	MJ	0.10	Reviewing docket
02/02/2023	AH	1.30	Drafting documents re preparation for hearing on approval.
02/02/2023	AH	0.10	Drafting documents--Supplemental Declaration
02/02/2023	MJ	0.10	Reviewing confirmed efile SAC and Supp harris decl
02/02/2023	MJ	0.10	Filing documentation SAC
02/02/2023	MJ	0.10	Filing documentation SAC and Supp Harris Decl
02/02/2023	MJ	0.10	Reviewing status of SAC
02/02/2023	MJ	0.10	Drafting documents edits to supp harris decl
02/02/2023	MJ	0.20	Reviewing Suppl Harris Decl
02/02/2023	MJ	0.20	Reviewing Rossi email
02/01/2023	DG	0.40	Drafting documents: Supplemental Declaration of Alan Harris in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement
02/01/2023	DG	0.90	Drafting documents: Second Amended Complaint
02/01/2023	AH	0.70	Drafting documents--prepare for hearing, next week.
02/01/2023	AH	0.20	Telephone call to Stephen A Rossi - spoke - With MJG. WB intends to run class through date of preliminary approval. Now at about 8500+. Should have data, tomorrow.
01/10/2023	AH	0.10	Telephone call to Stephen A Rossi - spoke - Status. REDACTED. We need to provide a cut-off date.
01/06/2023	AH	0.10	Drafting documents re settlement issues
01/06/2023	MJ	0.10	Telephone call to Stephen A Rossi - spoke
01/04/2023	MJ	0.10	Correspondence with steve re continuance
01/04/2023	MJ	0.10	Drafting documents continuance
01/04/2023	MJ	0.10	Reviewing docket change
01/04/2023	DG	0.10	Correspondence with Case Anywhere re continuance
01/04/2023	DG	0.10	Reviewing 01/04/2023 Notice of Order Continuing Hearing on Motion for Preliminary Approval of Settlement Filed by Jerome Divinity (Plaintiff)
01/04/2023	AH	0.10	Drafting documents--correspondence to Steve R re meet and confer on Friday. Court eFile Order Confirmation This confirms Janney & Janney has received your Court eFiling order to eFile the following document(s): Notice of Continuance At: Spring Street Courthouse (Civil eFiling) Your document(s) have been electronically transmitted to the court today (Wed, Jan 4, 2023) and placed in the queue for review by the Clerk. Once your eFile order has been reviewed you will receive a status update with details stating if your documents were Accepted, Partially Accepted or Rejected by the Clerk, followed by your conformed or

received copy(s) or else rejection notice. Should you have any questions, please contact Customer Support at (800) 675-2663, email customerservice@janneyandjanney.com or you can log in and manage your cases and orders at Janney & Janney Customer Portal Thank you for using Janney & Janney Legal Support Services. Order(s): 6927614 Billing Code: Warner Bros Lucifer Order Requested by: Tom Brennan eFile Transaction Number(s): 23LA00013976

01/04/2023	AH	0.10	Reviewing documents--Document Uploaded By: Harris & Ruble Number of Documents in Transaction: 1 Representing: Jerome Divinity, individually and on behalf of all others similarly situated Upload Date: 1/4/23 Time of Upload: 5:18 PM (PST) Document Title: NOTICE OF ORDER CONTINUING HEARING ON MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT
01/04/2023	TB	0.40	Drafted, filed, served Notice of Cont (JTB)
01/04/2023	MJ	0.10	Correspondence with SAR re court order
01/04/2023	MJ	0.30	Reviewing court order
01/03/2023	MJ	0.20	Reviewing Dkt 39 order on stip
01/03/2023	DG	0.10	Reviewing 01/03/2023 Notice Re: Continuance of Hearing and Order Filed by Clerk
12/29/2022	AH	4.80	Drafting documents and legal research re settlement.
12/28/2022	MJ	0.20	Reviewing email from Steve re DBA issue
12/28/2022	MJ	0.50	Reviewing email from Steve re Return to work, stipend, SAG
12/28/2022	MJ	0.20	Reviewing settlement conversation notes
12/28/2022	AH	2.50	Drafting documents and legal research re MPA
12/28/2022	MJ	0.50	Reviewing papers filed and Steve declaration
12/28/2022	MJ	0.50	Call with Steve re scope of release
12/27/2022	MJ	0.30	Reviewing memo re settling unlitigated issues
12/27/2022	AH	4.30	Drafting documents and legal research re oral argument on MPA.
12/23/2022	MJ	0.10	Reviewing email from Sandra re stip
12/23/2022	AH	0.10	Drafting documents--Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-SSS-KK Filer: WB Studio Enterprises Inc. Document Number: 38 Docket Text: Joint STIPULATION to Continue Deadline To Respond To Plaintiff's Second Amended Complaint from December 27, 2022 to 90 days after the date that the Court enters an order approving this Joint Stipulation. filed by Defendant WB Studio Enterprises Inc.. (Attachments: # (1) Proposed Order [Proposed] Order Granting Joint Stipulation To Further Stay Deadline To Respond To Plaintiff's Second Amended Complaint)(Rossi, Stephen)
12/23/2022	AH	0.10	Drafting documents--re stipulation to delay federal case pending settlement. "Hi Alan and Min Ji, we wanted to follow up on the below, please. Our deadline to respond to the SAC is December 27, so please let us know by then. Thank you.
12/22/2022	AH	0.10	Drafting documents--Attached are Defendant and counsel's declarations under Paragraph 6.1 of the Divinity – WBSE settlement agreement.
12/22/2022	MJ	0.40	Reviewing Steve and Ruth declarations to file
12/21/2022	MJ	0.20	Reviewing def stipulation in fed case
12/16/2022	MJ	0.10	Reviewing docket change
12/15/2022	MJ	0.10	Reviewing docket update
12/14/2022	AH	0.10	Reviewing documents re revised CPT quote
12/14/2022	MJ	0.10	Reviewing confirmed filed declaration
12/14/2022	MJ	0.10	Filing documentation supp declaration
12/14/2022	DG	0.10	Reviewing: FLSA Complaint
12/14/2022	DG	0.10	Reviewing: Draft Long Form Settlement
12/14/2022	AH	0.50	Drafting documents--Court eFile Order Confirmation This confirms Janney & Janney has received your Court eFiling order to eFile the following document(s): Declaration (name extension) At: Spring Street Courthouse (Civil eFiling) Your document(s) have been electronically transmitted to the court today (Wed, Dec 14, 2022) and placed in the queue for review by the Clerk. Once your eFile order has been reviewed you will receive a status update with details stating if your documents were Accepted, Partially Accepted or Rejected by the Clerk, followed by your conformed or received copy(s) or else rejection notice. Should you have

			any questions, please contact Customer Support at (800) 675-2663, email customerservice@janneyandjanney.com or you can log in and manage your cases and orders at Janney & Janney Customer Portal Thank you for using Janney & Janney Legal Support Services. Order(s): 6842398 Billing Code: wb
12/14/2022	AH	0.10	Drafting documents--Divinity, et al. v. WB Studio Enterprises, Inc., et al., Case No. 20STCV37526: Document Uploaded By: Harris & Ruble Number of Documents in Transaction: 1 Representing: Jerome Divinity, individually and on behalf of all others similarly situated Upload Date: 12/14/22 Time of Upload: 2:49 PM (PST) Document Title: Supplemental Declaration of Alan Harris in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement
12/14/2022	AH	0.10	Drafting documents--Court eFiling Order Delivered Your conformed copy(s) and confirmation for your eFile order is ready for viewing. Please click on the link(s) below to view, download or print your eFiled documents completed on Wed, Dec 14, 2022 . Supplemental Declaration of Alan Harris in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement (court returned document) _____ RECEIPT (court returned document) _____ Notice of E-Filing Confirmation (court returned document) _____ Filing Status: Accepted At: Spring Street Courthouse (Civil eFiling) Should you have any questions, please contact Customer Support at (800) 675-2663, email customerservice@janneyandjanney.com or you can log in and manage your cases and orders at Janney & Janney Customer Portal Thank you for using Janney & Janney Legal Support Services. Order(s): 6842398 Billing Code: wb
12/13/2022	MJ	0.20	Reviewing edits to AH supp decl
12/13/2022	MJ	0.10	Correspondence with def re revised simpluris bid
12/13/2022	MJ	0.10	Reviewing docket change
12/13/2022	MJ	0.30	Reviewing supp harris declaration
12/13/2022	MJ	0.10	Correspondence with Steve re what we plan to file
12/13/2022	MJ	0.20	Reviewing signatures
12/12/2022	MJ	0.10	Reviewing efiled notice confirmation
12/12/2022	DG	0.10	Reviewing Supplemental Declaration of Alan Harris in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement
12/12/2022	DG	0.10	Reviewing 12/12/2022 Notice of Continuance Filed by Jerome Divinity (Plaintiff)
12/12/2022	AH	0.20	Telephone call to Stephen A Rossi - spoke - Status re supplemental filing for MPA
12/12/2022	AH	0.10	Drafting documents--Court eFiling Order Delivered Your conformed copy(s) and confirmation for your eFile order is ready for viewing. Please click on the link(s) below to view, download or print your eFiled documents completed on Mon, Dec 12, 2022 . Notice of Continuance (court returned document) _____ RECEIPT (court returned document) _____ Notice of E-Filing Confirmation (court returned document) _____ Filing Status: Accepted At: Spring Street Courthouse (Civil eFiling) Should you have any questions, please contact Customer Support at (800) 675-2663, email customerservice@janneyandjanney.com or you can log in and manage your cases and orders at Janney & Janney Customer Portal Thank you for using Janney & Janney Legal Support Services. Order(s): 6829958 Billing Code: WBros Lucifer
12/12/2022	MJ	0.60	Drafting documents supp Harris Decl iso MPA
12/12/2022	MJ	0.20	Correspondence with clients re signed agreement. revised
12/12/2022	MJ	0.40	Reviewing status of signed agreement
12/12/2022	TB	0.50	Drafted, filed and served Notice of Cont re Hring on Prlim App of Settlement (JTB)
12/11/2022	AH	0.10	Telephone call to Jerome Divinity - voice mail -
12/09/2022	AH	0.40	Drafting documents and email correspondence with Mr. Rossi re modifications to long form settlement agreement.
12/08/2022	MJ	0.10	Reviewing email re signature copies
12/08/2022	MJ	0.10	Reviewing simpluris bid
12/07/2022	MJ	0.10	Reviewing email Steve re edit

12/07/2022	MJ	0.20	Correspondence with steve re changes to SA
12/07/2022	MJ	0.30	Correspondence with Defense re all bids laid out
12/06/2022	MJ	0.10	Reviewing Steve's changes to agreement
12/06/2022	DG	0.80	Reviewing: : Draft Long Form Settlement
12/05/2022	MJ	0.70	Drafting documents edits to settlement
12/05/2022	MJ	0.20	Correspondence with Simpluris re need updated bid per changes to settlement
12/05/2022	MJ	0.20	Reviewing new CPT bid
12/02/2022	MJ	0.10	Reviewing docket update
12/01/2022	MJ	0.10	Reviewing docket update calendaring
12/01/2022	RZ	0.60	Lexis search for Stephen A. Rossi, partner at Mitchell Silberberg & Knupp, LLP.; Reverse phone lookup for Stephen Rossi's cell phone, and Lexis search of Mitchell Silberberg & Knupp, LLP for Rossi's name.
11/30/2022	TB	0.10	Reviewing documents, signed settlement agreements, confirming signatures (JTB)
11/30/2022	TB	0.10	Correspondence with S Rossi, emailed signed settlement agreements (JTB)
11/30/2022	DG	0.10	Reviewing 11/30/2022 Minute Order ( (Status Conference; Hearing on Motion for Preliminary Approval...)) Filed by Clerk
11/30/2022	AH	0.10	Telephone call to Gregory Wilson - spoke - Status. REDACTED
11/30/2022	MJ	0.10	Drafting documents notice of court order
11/30/2022	MJ	0.20	Reviewing Minute order
11/30/2022	AH	0.20	Telephone call to Stephen A Rossi - spoke - Status -- review comments from Court, today, and further changes to be made to settlement agreement.
11/30/2022	MJ	0.50	Court
11/30/2022	MJ	0.30	Correspondence with Steve re MPA hearing
11/30/2022	AH	0.30	Court hearing on MPA. Evid of notice to LWDA. Par 7.6 returns to 7.1 File by 12/14, hearing on 1/10 at 11 a.m. Release is overbroad. Par 5.2 and .3.
11/29/2022	MJ	0.10	Reviewing sent signatures to Steve
11/29/2022	AH	2.40	Reviewing documents to prepare for hearing on MPA, tomorrow.
11/29/2022	TB	0.40	Prepared settlement agreemnt for signature; sent to Divinity & Wilson (JTB)
11/29/2022	AH	0.10	Telephone call to Agustin Castaneda - voice mail -
11/23/2022	MJ	0.10	Reviewing email from Steve re signatures
11/23/2022	MJ	0.10	Reviewing court hearing confirmation
11/23/2022	AH	2.50	Reviewing documents--MPA 11/30/2022 10:00 AM Spring Street 6 20STCV37526 Party: Jerome Divinity Status Conference \$0.00 2573-6661 11/30/2022 10:00 AM Spring Street 6 20STCV37526 Party: Jerome Divinity Hearing on Motion for Preliminary Injunction \$0.00 3231-6841
11/23/2022	TB	0.20	Set LACC hearing for AH & MJG (JTB)
11/14/2022	MJ	0.20	Drafting documents edits to Steve's comments
11/08/2022	MJ	0.10	Reviewing Steve edits to declaration
11/07/2022	MJ	0.10	Reviewing docket update
11/07/2022	DG	0.10	Telephone conference with client
11/04/2022	MJ	0.10	Reviewing filed declarations
11/04/2022	MJ	0.10	Filing documentation declaration
11/04/2022	DG	0.10	Reviewing 11/04/2022 Declaration (of Julie Green on Behalf of CPT Group., Settlement Administrator) Filed by Jerome Divinity (Plaintiff)
11/04/2022	MJ	0.10	Correspondence with Steve - word version of Decl
11/03/2022	MJ	0.30	Reviewing CPT declaration
11/03/2022	DG	0.40	Reviewing: Draft Long Form Settlement
11/02/2022	MJ	0.10	Reviewing email from steve - hoping to review
11/02/2022	MJ	0.10	Serving Harris Decl
11/02/2022	MJ	0.10	Correspondence with CPT caption page
11/02/2022	MJ	0.10	Reviewing docket update
11/02/2022	DG	0.10	Reviewing: Claims Admin. Bid - CPT
11/02/2022	DG	0.10	Reviewing 11/02/2022 Stipulation and [Proposed] Order Granting Plaintiff Leave

			to File Consolidated Second Amended Complaint Filed by Jerome Divinity (Plaintiff)
11/02/2022	MJ	0.10	Correspondence with CPT re need declaration
11/01/2022	MJ	0.10	Reviewing efilng confirmation
10/31/2022	MJ	0.20	Reviewing Shows produced/distributed by Warner Bros. Television
10/31/2022	AH	4.50	Drafting documents--complete all papers for MPA and file same.
10/31/2022	MJ	0.20	Reviewing rossi change to intro
10/31/2022	DG	0.30	Reviewing: Draft Long Form Settlement
10/31/2022	DG	0.10	Reviewing 10/31/2022 Declaration of Jerome Divinity in Support of Motion for Preliminary Approval of Class Action Settlement Filed by Jerome Divinity (Plaintiff)
10/31/2022	DG	0.10	Reviewing 10/31/2022 Declaration of Greg Wilson in Support of Motion for Preliminary Approval of Class Action Settlement Filed by Jerome Divinity (Plaintiff)
10/31/2022	MJ	0.50	Filing documentation Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement Declaration of Greg Wilson in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement Proposed Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement Stipulation for Order Granting Plaintiff Leave to File Consolidated Second Amended Complaint; [proposed] Order Declaration of Alan Harris in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement
10/31/2022	MJ	1.00	Drafting documents Harris Decl
10/31/2022	MJ	0.30	Drafting documents Harris Decl exhibits
10/31/2022	MJ	0.40	Drafting documents generating redlines of all docs
10/31/2022	MJ	0.30	Correspondence with getting settlement signed
10/31/2022	MJ	0.30	Drafting documents Stip to file SAC
10/31/2022	MJ	1.50	Drafting documents SAC
10/31/2022	MJ	2.00	Drafting documents MPA
10/31/2022	AH	0.10	Telephone call to Stephen A Rossi - voice mail - later, he returns and we discuss MPA.
10/30/2022	AH	2.00	Drafting documents for MPA
10/30/2022	MJ	0.20	Reviewing information and data gathered prior to settlement
10/29/2022	AH	3.50	Drafting documents re MPA
10/29/2022	MJ	0.10	Reviewing steven comments so far
10/29/2022	MJ	0.10	Reviewing email to Divinity
10/29/2022	MJ	0.10	Reviewing email to Wilson
10/29/2022	MJ	0.10	Reviewing Rossi final tweaks
10/29/2022	MJ	0.10	Reviewing declarations to send to plaintiffs
10/29/2022	MJ	0.10	Reviewing AH edit to proposed order
10/29/2022	MJ	0.10	Reviewing email to Steve re Divinity Decl
10/29/2022	MJ	0.30	Correspondence with Divinity re declaration signature
10/29/2022	AH	6.50	Drafting documents re MPA
10/29/2022	AH	0.30	Telephone call to Gregory Wilson - spoke - Status. Review settlement and his Declaration.
10/29/2022	MJ	0.10	Drafting documents editing Divinity Decl
10/29/2022	MJ	0.10	Correspondence with Wilson re signing declaration
10/29/2022	MJ	0.10	Drafting documents editing Wilson Decl
10/27/2022	MJ	0.50	Drafting documents consolidated WB compl
10/27/2022	DG	0.10	Reviewing: MPA calculations
10/27/2022	DG	0.50	Reviewing: Draft Long Form Settlement
10/27/2022	DG	0.90	Drafting documents: Declaration of Alan Harris in Support of Motion for Preliminary Approval of Class Action Settlement
10/27/2022	AH	0.10	Drafting documents--email to defense re settlement issues.
10/27/2022	AH	0.40	Drafting documents--work on MPA
10/27/2022	MJ	2.10	Drafting documents MPA papers

10/27/2022	MJ	2.00	Drafting documents Harris Decl
10/27/2022	MJ	0.20	FLSA check cashing language to release claims
10/27/2022	TB	0.40	Prepared Docusign settlement for Divinity and Wilson for AH signature. (JTB)
10/27/2022	AH	0.20	Telephone call to Stephen A Rossi - spoke - Status. Discuss settlement procedures.
10/26/2022	MJ	0.90	Drafting documents facts portion of MPA
10/26/2022	MJ	0.10	Reviewing email to steve re final long form
10/26/2022	MJ	0.10	Correspondence with Steve is it signed
10/26/2022	MJ	0.10	Reviewing email from Steve re stipulation
10/26/2022	MJ	9.70	Drafting documents Motion for Preliminary Approval MPA
10/26/2022	MJ	0.80	Drafting documents stipulation to file SAC
10/26/2022	MJ	0.20	Drafting documents Wilson Declaration
10/26/2022	MJ	0.30	Drafting documents Divinity Declaration
10/24/2022	MJ	0.10	Reviewing steve last tweaks
10/24/2022	DG	0.10	Reviewing: Draft Long Form Settlement
10/24/2022	DG	1.10	Drafting documents: Motion for Preliminary Approval
10/24/2022	AH	0.20	Drafting documents and correspondence re complaint.
10/21/2022	AH	0.20	Telephone call to Stephen A Rossi - spoke - Status re settlement REDACTED
10/17/2022	MJ	0.10	Correspondence with Steve re call us for redline explanation
10/17/2022	MJ	0.80	Drafting documents redlines to long form
10/17/2022	DG	0.90	Reviewing: Draft long form settlement
10/13/2022	MJ	0.10	Reviewing redline long form
10/12/2022	MJ	0.30	Reviewing long form from Steve
10/11/2022	AH	0.10	Telephone call to Stephen A Rossi - spoke - Status. Long form should be done, today.
10/04/2022	DG	0.10	Reviewing 10/04/2022 Notice of Continuance Filed by Jerome Divinity (Plaintiff)
10/04/2022	AH	0.10	Court eFiling Order Delivered Your conformed copy(s) and confirmation for your eFile order is ready for viewing. Please click on the link(s) below to view, download or print your eFiled documents completed on Tue, Oct 4, 2022 . Notice of Continuance (court returned document) RECEIPT (court returned document) Notice of E-Filing Confirmation (court returned document) Filing Status: Accepted At: Spring Street Courthouse (Civil eFiling) Should you have any questions, please contact Customer Support at (800) 675-2663, email customerservice@janneyandjanney.com or you can log in and manage your cases and orders at Janney & Janney Customer Portal Thank you for using Janney & Janney Legal Support Services. Order(s): 6523117 Billing Code: WBros Lucifer Divinity
10/04/2022	TB	0.50	Drafted, filed, served, notice of cont of sc (JTB)
10/02/2022	DG	0.10	Telephone conference with client
09/23/2022	MJ	0.10	Correspondence with Sandra re please file
09/23/2022	MJ	0.10	Reviewing joint stipulation and proposed order
09/23/2022	AH	0.10	Drafting documents--Notice of Electronic Filing The following transaction was entered by Rossi, Stephen on 9/23/2022 at 4:00 PM PDT and filed on 9/23/2022 Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-SSS-KK Filer: WB Studio Enterprises Inc. Document Number: 36 Docket Text: Joint STIPULATION for Extension of Time to File Answer to December 23, 2022 re Stipulation to Amend/Correct[27] filed by Defendant WB Studio Enterprises Inc.. (Attachments: # (1) Proposed Order)(Rossi, Stephen)
09/20/2022	MJ	0.10	Correspondence with Sandra re which admin
09/20/2022	MJ	0.10	Reviewing simpluris revised bid
09/15/2022	MJ	0.10	Correspondence with Simpluris re conform the bid to CPT
09/15/2022	MJ	0.10	Reviewing email from Simpluris - no go
09/14/2022	MJ	0.10	Reviewing minute order
09/13/2022	MJ	0.10	Reviewing AH notes from hearing

09/13/2022	DG	0.10	Reviewing 09/13/2022 Minute Order ( (Status Conference)) Filed by Clerk
09/13/2022	MJ	0.10	Reviewing bids for claims rate
09/13/2022	MJ	0.10	Correspondence with Sandra email re please call me
09/13/2022	MJ	0.10	Telephone call to Sandra Hanian - spoke
09/13/2022	AH	0.10	Telephone call to Stephen A Rossi - spoke - Discuss upcoming hearing.
09/13/2022	AH	0.10	Court hearing re settlement after mediation.
09/13/2022	AH	0.10	Telephone call to Stephen A Rossi - spoke - Status. Review presentation for upcoming hearing before Judge Berle. SR will take lead, as his client is working on settlement.
09/13/2022	AH	0.20	Drafting documents--Notice of order, notes for MJG -- we have until 10/31 to file MPA; hearing on 11/30 at 10 a.m.; Plaintiff to give notice and publish on web site.
09/09/2022	TB	0.40	Re-drafted and sending 226 for Divinity, Simms, Castaneda to registered agent / CT Corp (JTB)
09/09/2022	AH	0.20	Reviewing documents--prepare for hearing, next Tuesday. Appearance Info Case / Party Event Details Amount Attendee PIN 9/13/2022 9:00 AM Spring Street 6 20STCV37526 Party: Jerome Divinity Status Conference \$0.00 9108-6990
09/08/2022	MJ	0.10	Reviewing email from Sandra re follow up on revised bids
09/07/2022	PM	0.60	Review draft settlement agreement.
09/06/2022	TB	0.20	Scheduled remote hearing appearance Status Conf for MJG & AH (JTB)
09/03/2022	DG	0.10	Telephone conference with client
09/01/2022	AH	0.10	Drafting documents--Document Uploaded By: Mitchell Silberberg & Knupp LLP Number of Documents in Transaction: 1 Representing: WB Studio Enterprises, Inc. Upload Date: 9/1/22 Time of Upload: 2:04 PM (PDT) Document Title: Stipulation, Joint Status Report and Notice of Settlement; [Proposed] Order
08/31/2022	MJ	0.10	Reviewing email from Steve re suggestions
08/31/2022	MJ	0.10	Reviewing WB notice of settlement edit from AH
08/31/2022	MJ	0.10	Reviewing notice of ruling at ex parte
08/31/2022	MJ	0.10	Correspondence with Steve re please file
08/31/2022	MJ	0.10	Reviewing Ruth addition to Notice of settlement
08/31/2022	MJ	0.10	Correspondence with Steve - try to file the MPA sooner, we need a stip and order
08/31/2022	MJ	0.40	Drafting ptf edits to notice of state case settlement; Drafting documents
08/31/2022	MJ	0.20	Telephone call from Stephen A Rossi - spoke
08/31/2022	MJ	0.10	Telephone call to Stephen A Rossi - voice mail
08/30/2022	MJ	0.30	Reviewing notices of settlement
08/29/2022	MJ	0.10	Correspondence with Sandra re notice of settlement
08/29/2022	MJ	0.10	Correspondence with Sandra - no answer
08/26/2022	MJ	0.10	Reviewing revised CPT bid from Sandra
08/25/2022	MJ	0.20	Correspondence with Kevin re more docs needed and update
08/25/2022	MJ	0.30	Reviewing client paperwork
08/23/2022	AH	0.10	Telephone call to Stephen A Rossi - voice mail - Need to file a notice of settlement and follow long form structure.
08/19/2022	MJ	0.10	Reviewing email with most up to date numbers
08/18/2022	TB	0.20	Drafted and mailed 226 from Payne to Wbros (JTB)
08/17/2022	DG	0.10	Reviewing: Claims Admin. Bid - Simpluris
08/17/2022	MJ	0.20	Reviewing Judge Sykes Standing Order
08/17/2022	MJ	0.10	Correspondence with def counsel - here are our bids
08/17/2022	MJ	0.10	Correspondence with Simpluris - follow up questions.
08/16/2022	DG	0.40	Reviewing: Draft Long Form Settlement
08/16/2022	DG	0.10	Reviewing: Claims Admin. Bid - Phoenix
08/16/2022	DG	0.10	Reviewing: Claims Admin. Bid - ILYM
08/16/2022	MJ	0.10	Reviewing case hearing status
08/12/2022	MJ	0.20	Reviewing bids that came in



08/11/2022	DH	0.10	Emailed 226 letter to Stephen Rossi (dh)
08/11/2022	TB	0.30	Drafted and mailed 226 letter for Simms to WB (JTB)
08/11/2022	AH	0.10	Drafting documents--correspondence to Rossi -- Per Alan Harris, attached to this email please find a courtesy copy of our client, Arthur Simms', employment records request for his time working for WB Enterprises, Inc. Please call Alan regarding the attached.
08/11/2022	AH	0.30	Telephone conference with CI. REDACTED
08/11/2022	AH	0.20	Drafting documents--update chronology and cast of characters
08/11/2022	MJ	0.10	Reviewing wage statements
08/10/2022	MJ	0.10	Reviewing new wage statement came in
08/10/2022	MJ	0.10	Reviewing Sandra reaching out to CPT - a bit piece meal
08/10/2022	MJ	0.30	Correspondence with with all admin re getting bids
08/10/2022	MJ	0.40	Correspondence with settlement administrators re bids
08/10/2022	MJ	0.10	Reviewing admin details for bid procedure
08/10/2022	MJ	0.10	Telephone call to Sandra Hanian - left message
08/08/2022	DG	0.10	Telephone call to Jerome Divinity - spoke; Telephone - exchange of voice mail
08/08/2022	AH	0.20	Telephone call from Jerome Divinity -- REDACTED
08/05/2022	MJ	0.10	Reviewing Rossi email, sent MOU signed
08/05/2022	MJ	0.10	Correspondence with Stephen - called.
08/05/2022	AH	0.10	Drafting documents to Rossi re need to document agreement.
07/26/2022	MJ	0.10	Correspondence with clients re MOU signature
07/26/2022	MJ	0.10	Correspondence with Steve re looks good
07/26/2022	AH	0.10	Telephone call to Jerome Divinity - voice mail -
07/26/2022	AH	0.30	Telephone call to Gregory Wilson - spoke - Status. REDACTED
07/24/2022	MJ	0.10	Reviewing MOU
07/22/2022	DG	1.10	Reviewing: Draft MOU
07/22/2022	AH	0.10	Drafting documents--Attached is the revised version incorporating the graduated payment schedule up to \$1,000 for compensable late payment claims. I also cleaned up Paragraph 12 to fix references to some defined terms and made some other minor tweaks.
07/15/2022	MJ	0.10	Telephone call to Stephen A Rossi - spoke
07/12/2022	AH	0.20	Telephone call to Stephen A Rossi - spoke - Status--settlement issues. REDACTED.
07/11/2022	PM	0.30	Attention to filing notice of related case.
07/10/2022	AH	0.20	Telephone call to Gregory Wilson - spoke - Status. Settlement on horizon. REDACTED
07/07/2022	MJ	0.20	Reviewing notice of settlement and stip granting
07/07/2022	AH	0.10	Drafting documents--Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-SSS-KK Filer: WB Studio Enterprises Inc. Document Number: 33 Docket Text: STATEMENT Joint Case Management Statement (Rossi, Stephen)
07/07/2022	MJ	0.10	Correspondence with Sandra re our draft
07/07/2022	MJ	0.10	Drafting documents editing redlines to joint report
07/07/2022	AH	0.50	Drafting documents--Wilson joint statement
07/07/2022	MJ	0.50	Reviewing draft joint statement
07/07/2022	MJ	0.20	Reviewing Dkt 31 Reassignment Order
07/05/2022	MJ	0.20	Reviewing federal Joint statement
07/05/2022	MJ	0.40	Reviewing MOU - net settlement calculation. Def has issues with the claim amount
07/05/2022	MJ	0.30	Telephone call to Stephen A Rossi - spoke
07/05/2022	MJ	0.40	Reviewing Sandra email re Wilson statement
07/02/2022	DG	0.10	Telephone conference with client
07/01/2022	AH	0.80	Drafting documents--work on current comments to draft MOU; send to defense.
07/01/2022	MJ	0.70	Reviewing MOU provisions
07/01/2022	MJ	0.50	Reviewing WB MOU redlines from SAR

06/28/2022	MJ	1.60	Drafting documents long form
06/28/2022	DG	0.40	Reviewing: WB Draft Model Agreement
06/27/2022	MJ	0.30	Reviewing related case rule in federal court
06/24/2022	MJ	0.40	Reviewing Dkt 35 Sykes standing order
06/24/2022	MJ	0.30	Reviewing Dkt 34 notice of related cases
06/24/2022	MJ	0.10	Reviewing Dkt 31 reassignment
06/24/2022	AH	0.10	Reviewing documents--Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-SSS-KK Filer: Document Number: 31 Docket Text: REASSIGNMENT ORDER by Judge Sunshine Suzanne Sykes: Please refer to Order for complete details., (iva)
06/21/2022	MJ	0.20	Reviewing federal stipulation
06/21/2022	PM	0.10	Review correspondence from MJ re settlement.
06/21/2022	MJ	0.20	Drafting documents edits to MOU
06/21/2022	MJ	0.10	Reviewing email setting up call time
06/21/2022	TB	0.20	Scheduled Zoom conference with AH, MJG, S Rossi, S Pierce and S. Hanian to discuss case settlement (JTB)
06/21/2022	AH	0.50	Drafting documents and conference call with Mr. Rossi, Garrett and Ms. Gal re MOU.
06/21/2022	AH	0.30	Correspondence with defense re motion to dismiss federal case
06/21/2022	AH	0.20	Drafting documents and correspondence with defense re stipulation and order re deferral of defense response to SAC in federal court.
06/21/2022	MJ	0.90	Reviewing MOU
06/21/2022	DG	0.60	Telephone conference with other side re settlement
06/21/2022	MJ	0.50	Telephone call to Stephen A Rossi - spoke
06/21/2022	AH	0.80	Drafting documents re settlement and upcoming call with defense.
06/17/2022	PM	0.40	Review MOU re settlement.
06/17/2022	AH	0.10	Drafting documents-- Please find a draft MOU for the Divinity/Wilson matters attached for your review. Also, since the Court in Wilson granted our stip to file the amended complaint, our response would be due in a little over a week so we propose stipulating to a stay while we complete the settlement. We'll send a draft stip early next week.
06/15/2022	AH	0.10	Drafting documents -- CENTRAL DISTRICT OF CALIFORNIA Notice of Electronic Filing The following transaction was entered on 6/15/2022 at 4:01 PM PDT and filed on 6/14/2022 Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-MEMF-KK Filer: Document Number: 28 Docket Text: ORDER GRANTING JOINT STIPULATION FOR PLAINTIFF'S LEAVE TO FILE SECOND AMENDED COMPLAINT [ECF NO. 27] by Judge Maame Ewusi- Mensah Frimpong. See order for details. (lom)
06/14/2022	MJ	0.10	Reviewing Dkt 28 granted
06/13/2022	AH	0.10	Telephone call to Stephen A Rossi - spoke - Status. REDACTED MOU soon
06/07/2022	AH	0.10	Telephone call to Jerome Divinity - voice mail -
06/06/2022	MJ	0.10	Reviewing status of settlement offer
06/06/2022	AH	0.20	Telephone call to Stephen A Rossi - spoke - Status. Settlement REDACTED
06/06/2022	MJ	0.10	Telephone call to Stephen A Rossi - spoke
06/06/2022	MJ	0.20	Reviewing client emailed docs
06/03/2022	MJ	0.70	Research informal discovery conference
06/02/2022	MJ	1.40	Reviewing Gina Hendrick PMK Transcript
06/02/2022	DG	1.10	Reviewing: PMK Deposition Transcript
06/02/2022	DG	0.10	Reviewing: Subpoena to BTL payroll
06/02/2022	MJ	0.40	Drafting documents
06/02/2022	MJ	0.40	Reviewing status of hearings. Cleaning up calendar
06/02/2022	MJ	0.10	Telephone call to Stephen A Rossi - no answer
06/01/2022	TB	0.20	Retainer drafted and sent to Kevin T Payne (JTB)
05/24/2022	MJ	0.10	Reviewing Dkt 27 stipulation
05/23/2022	MJ	0.20	Reviewing call notes with Steve
05/23/2022	DG	0.60	Discovery preparations: reviewing AH damage analysis

05/23/2022	DG	0.10	Telephone conference with other side re settlement
05/23/2022	AH	0.10	Telephone call to Sandra Hanian - voice mail -
05/23/2022	AH	1.80	Reviewing documents to prepare for settlement conference with Rossi
05/23/2022	AH	0.40	Call w Rossi re settlement -- with MJG and DG. REDACTED
05/19/2022	MJ	0.30	Correspondence re settlement
05/19/2022	MJ	0.30	Reviewing email re drop 226 claim
05/19/2022	MJ	0.30	Typing out notes from settlement conversation
05/19/2022	MJ	0.20	Reviewing David edit to Harris Decl
05/19/2022	MJ	0.20	Reviewing email from Steve re time and attendance policy
05/19/2022	DG	0.60	Reviewing: Defendant's document production #2
05/19/2022	DG	0.30	Telephone conference with other side re settlement discussions and possible Motion to Strike
05/17/2022	MJ	0.10	Reviewing email to Steve re LWDA letter
05/15/2022	MJ	0.10	Reviewing verification served
05/13/2022	AH	0.10	Reviewing documents-- TEXT ONLY ENTRY by Judge Maame Ewusi-Mensah Frimpong. Plaintiffs have filed an amended complaint. [25] The pending motion to dismiss the original complaint [21] is therefore terminated as moot. IT IS SO ORDERED. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (kmh) TEXT ONLY ENTRY
05/13/2022	AH	0.10	Drafting documents--We would like to meet and confer regarding Defendant's responses to Plaintiff's RFPs. On many RFPs, the response consists of blanket objections and that Defendant will meet and confer with Plaintiff: 1-4, 9, 10, 14, 17, 18, 20-22, 27, 31, 37, 39. Responses to RFP numbers: 7, 8, 12, 13, 19, 35, 36, 40, 41, 45, 46, 47, 48, 50 are improper as they do not comply with CCP § 2031.240 (b) (1) and (2). Defendant has unilaterally limited the scope of documents to be produced to a single day that Plaintiff worked for the remaining RFPs. There is no basis for this limit, as all of the class and PAGA claims extend to all Television and Feature productions. They are not intended to include corporate janitors and the like, including executives. Please give us whatever authority you have for your unilateral limitation on the responses. Please also provide a privilege log for all document withheld on privilege grounds. In addition, we would like to meet and confer regarding your instruction to the witness that they not respond to questions based on the a/c privilege.
05/12/2022	MJ	0.10	Reviewing Dkt 25 FAC filed
05/12/2022	MJ	0.10	Reviewing email re Plaintiff deposition date may 23
05/12/2022	MJ	0.10	Reviewing verification page served
05/12/2022	MJ	0.10	Reviewing docket alert
05/12/2022	DG	0.10	Correspondence with Case Anywhere re discovery
05/12/2022	DG	1.10	Reviewing: Defendant's document production
05/12/2022	DG	0.30	Reviewing: Wilson FAC
05/12/2022	AH	0.10	Drafting documents Notice of Electronic Filing The following transaction was entered by Gal, Min Ji on 5/12/2022 at 7:21 PM PDT and filed on 5/12/2022 Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-MEMF-KK Filer: G. Wilson Document Number: 25 Docket Text: First AMENDED COMPLAINT against Defendants All Defendants amending Complaint (Attorney Civil Case Opening)[1], filed by Plaintiff G. Wilson(Gal, Min Ji)
05/12/2022	MJ	2.50	Drafting documents editing FAC in Fed Wilson
05/12/2022	MJ	0.80	Drafting documents response to WB RFP responses add paga and meal break
05/12/2022	AH	0.30	Telephone call to Gregory Wilson - spoke - Status. Discuss FAC and remote procedures for deposition.
05/12/2022	AH	0.10	Reviewing documents-- Document Uploaded By: Mitchell Silberberg & Knupp LLP Number of Documents in Transaction: 1 Representing: WB Studio Enterprises, Inc. Upload Date: 5/12/22 Time of Upload: 10:34 AM (PDT) Document Title: Verification (Signed) re WBSE Response to Divinity RFP Set 1
05/11/2022	MJ	0.40	Drafting documents memo re federal complaint
05/11/2022	MJ	0.10	Reviewing docket alert
05/11/2022	AH	1.50	Drafting documents and legal research re Wilson FAC.
05/10/2022	MJ	0.10	Reviewing caseanywhere posting re verification

05/10/2022	MJ	0.10	Correspondence serving notice of ruling
05/10/2022	DG	0.10	Correspondence with Case Anywhere re: discovery
05/10/2022	DG	0.80	Reviewing: Warner Brothers DBA research
05/10/2022	DG	0.10	Reviewing: Tippin paystubs
05/10/2022	DG	2.20	Reviewing: Defendant discovery responses
05/10/2022	DG	0.10	Reviewing 05/10/2022 Notice of Ruling (at Ex Parte Hearing) Filed by Jerome Divinity (Plaintiff)
05/10/2022	MJ	1.50	Drafting documents editing complaint redlines in response to demurrer
05/10/2022	MJ	0.10	Calendaring new dates
05/10/2022	MJ	0.50	Drafting documents Notice of Ruling at Ex Parte
05/09/2022	MJ	0.10	Reviewing filed copy of protective order
05/09/2022	DG	0.10	Reviewing 05/09/2022 Minute Order ( (Ex-Parte Proceedings)) Filed by Clerk
05/09/2022	DG	0.10	Reviewing 05/09/2022 Stipulation and Protective Order - Confidential Designation Only Filed by Jerome Divinity (Plaintiff)
05/09/2022	AH	2.70	Drafting documents and legal research re amended complaint.
05/09/2022	AH	0.10	Drafting documents Court eFiling Order Delivered Your conformed copy(s) and confirmation for your eFile order is ready for viewing. Please click on the link(s) below to view, download or print your eFiled documents completed on Tue, May 3, 2022 . Notice of Ex Parte Hearing (court returned document)
			RECEIPT (court returned document) _____ Notice of E-Filing Confirmation (court returned document)
			_____ {Proposed] Stipulation and Protective Order - Confidential Designation Only (court returned document)
			_____ Notice of Lodging Redline of Los Angeles Model Protective Order (court returned document)
			_____ Filing Status: Accepted At: Spring Street Courthouse (Civil eFiling) Should you have any questions, please contact Customer Support at (800) 675-2663, email customerservice@janneyandjanney.com or you can log in and manage your cases and orders at Janney & Janney Customer Portal Thank you for using Janney & Janney Legal Support Services. Order(s): 5860709 Billing Code: wb
05/09/2022	MJ	0.50	Court preparation for hearing
05/09/2022	MJ	0.30	Court ex parte hearing
05/09/2022	AH	0.30	WB -- Lucifer -- give notice of entry of ex parte and prot order -
05/09/2022	AH	0.20	Court hearing on Motion to extend time for filing of motion for class certification. Motion granted and protective order entered.
05/09/2022	AH	0.40	Reviewing documents to prepare for ex parte re completion of deposition and entry of protective order.
05/08/2022	AH	2.70	Reviewing documents to prepare for ex parte, tomorrow.
05/06/2022	MJ	0.10	Reviewing ex parte court link
05/06/2022	DG	0.10	Correspondence with Case Anywhere: The following documents have been uploaded in Divinity, et al. v. WB Studio Enterprises, Inc., et al., Case No. 20STCV37526: Documents Uploaded By: Mitchell Silberberg & Knupp LLP Number of Documents in Transaction: 2 Representing: WB Studio Enterprises, Inc. Upload Date: 5/6/22 Time of Upload: 4:08 PM (PDT) Document Title: Defendant WBSE's Request for Production of Documents to Plaintiff Jerome Divinity (Set 1) Document Title: Defendant WBSE's Notice of Taking Deposition of Plaintiff Jerome Divinity and Request for Production of Documents
05/05/2022	MJ	0.10	Reviewing email from Steve re depo date for Plaintiff
05/05/2022	MJ	0.10	Reviewing depo instructions from Steno
05/05/2022	MJ	0.30	Reviewing case and crew agreement under protective order
05/05/2022	MJ	0.10	Reviewing email from Steve re he reviewed arbitration agreement
05/05/2022	AH	0.30	Reviewing documents -- correspondence from MSK, forwarding contract between C&C and Warner Bros.
05/05/2022	MJ	3.20	Reviewing documents for deposition preparation
05/05/2022	AH	7.20	Discovery preparations for (2.2) and taking (5.0) deposition of PMK.
05/04/2022	MJ	0.50	Reviewing Ex 17,18,19,24 dep

05/04/2022	AH	5.20	Drafting documents--outline for deposition and work on certification motion.
05/04/2022	MJ	0.10	Reviewing federal complaint exhibit
05/04/2022	MJ	0.10	Reviewing email re identification - agreement not confidential at all
05/04/2022	MJ	0.10	Reviewing email from steve re Cast and Crew will not agree to production of service agreement
05/04/2022	MJ	0.40	Reviewing documents from Rossi re imanage Share
05/04/2022	MJ	0.40	Reviewing documents produced for deposition tomorrow
05/03/2022	MJ	0.10	Reviewing email re he will produce docs - calendar this to follow up
05/03/2022	MJ	0.10	Correspondence with Steve re no pick up at Dept 6 - court appears dark
05/03/2022	MJ	0.10	Correspondence called department 6
05/03/2022	MJ	0.10	Reviewing email to Steve re rolling production on RFPs
05/03/2022	MJ	0.60	Reviewing documents - prep for PMK deposition on Thursday
05/03/2022	AH	3.70	Drafting documents--outline for depositions and class cert motion.
05/03/2022	MJ	0.10	Telephone call to Judge Elihu M Berle - no answer
05/02/2022	MJ	0.10	Correspondence call to Dept 6
05/02/2022	MJ	0.10	Correspondence serving stipulation, notice and lodging on caseanwhere
05/02/2022	MJ	0.10	Correspondence call to dept
05/02/2022	MJ	0.10	Correspondence with Steve re anticipated hearing date
05/02/2022	MJ	0.10	Correspondence with Steve re need a signed version of the protective order or consent to sign
05/02/2022	MJ	0.10	Reviewing court reporter confirmation for PMK
05/02/2022	MJ	0.10	Correspondence service of First Am NOD of PMK
05/02/2022	MJ	0.10	Correspondence re providing caption for PMK Depo
05/02/2022	MJ	0.10	Correspondence re arranging court reporter
05/02/2022	MJ	0.10	Reviewing email re time for PMK Depo
05/02/2022	MJ	0.10	Reviewing steve changes to protective order
05/02/2022	DG	0.10	Correspondence with Case Anywhere : The following document has been uploaded in Divinity, et al. v. WB Studio Enterprises, Inc., et al., Case No. 20STCV37526: Document Uploaded By: Harris & Ruble Number of Documents in Transaction: 1 Representing: Jerome Divinity, individually and on behalf of all others similarly situated Upload Date: 5/2/22 Time of Upload: 12:12 PM (PDT) Document Title: Plaintiff Divinity's First Amended Notice of Deposition of Defendant WB Studio Enterprises, Inc.'s Person(s) Most Knowledgeable
05/02/2022	DG	0.10	Reviewing 05/02/2022 Notice of Lodging Redline of Los Angeles Model Protective Order Filed by Jerome Divinity (Plaintiff)
05/02/2022	DG	0.10	Reviewing 05/02/2022 Notice of Ex Parte Hearing Filed by Jerome Divinity (Plaintiff)
05/02/2022	AH	0.10	Drafting documents Document Uploaded By: Harris & Ruble Number of Documents in Transaction: 1 Representing: Jerome Divinity, individually and on behalf of all others similarly situated Upload Date: 4/22/22 Time of Upload: 1:29 PM (PDT) Document Title: Plaintiff Jerome Divinity's Reply in Support of Ex Parte Application
05/02/2022	AH	0.10	Drafting documents-- Document Uploaded By: Harris & Ruble Number of Documents in Transaction: 1 Representing: Jerome Divinity, individually and on behalf of all others similarly situated Upload Date: 5/2/22 Time of Upload: 12:12 PM (PDT) Document Title: Plaintiff Divinity's First Amended Notice of Deposition of Defendant WB Studio Enterprises, Inc.'s Person(s) Most Knowledgeable
05/02/2022	AH	0.10	Drafting documents--correspondence re ex parte.
05/02/2022	AH	0.10	Reviewing documents--Court eFile Order Confirmation This confirms Janney & Janney has received your Court eFiling order to eFile the following document(s): Notice (name extension); Notice of Lodging (name extension); Stipulation and Order (name extension) At: Spring Street Courthouse (Civil eFiling) Your document(s) have been electronically transmitted to the court today (Mon, May 2, 2022) and placed in the queue for review by the Clerk. Once your eFile order has been reviewed you will receive a status update with details stating if your documents were Accepted, Partially Accepted or Rejected by the Clerk, followed by your conformed or received copy(s) or else rejection notice. Should you have any questions, please contact Customer Support at (800) 675-2663, email

customerservice@janneyandjanney.com or you can log in and manage your cases and orders at Janney & Janney Customer Portal Thank you for using Janney & Janney Legal Support Services. Order(s): 5860709 Billing Code: wb eFile Transaction Number(s): 22LA00538512

05/02/2022	AH	0.20	Reviewing documents--following documents have been uploaded in Divinity, et al. v. WB Studio Enterprises, Inc., et al., Case No. 20STCV37526: Documents Uploaded By: Harris & Ruble Number of Documents in Transaction: 3 Representing: Jerome Divinity, individually and on behalf of all others similarly situated Upload Date: 5/2/22 Time of Upload: 4:06 PM (PDT) Document Title: [Proposed] Stipulation and Protective Order Document Title: Notice of Ex Parte Hearing Document Title: Notice of Lodging Redline of Los Angeles Model Protective Order
05/02/2022	AH	0.80	Drafting documents re preparation for deposition.
05/02/2022	AH	0.10	Drafting documents -- correspondence with mediator Klerman re status.
05/02/2022	MJ	0.40	Filing documentation protective order and Notice of ex parte hearing
05/02/2022	MJ	0.10	Correspondence call to dept re ex parte
05/02/2022	MJ	0.10	Correspondence with SAR re hearing on ex parte - need to call clerk
05/02/2022	MJ	0.10	Correspondence with SAR re sign for def on protective order
05/02/2022	MJ	0.10	Correspondence with serving NOD
05/02/2022	MJ	0.20	Drafting documents first amended NOD of PMK
05/02/2022	AH	0.30	Drafting documents--correspondence with defense re its redlines to proposed protective order and drafting of same.
05/02/2022	AH	3.70	Drafting documents -- work on outline for depositions and class certification motion.
04/29/2022	MJ	0.10	Reviewing Dkt 24 Corp disclosure statement
04/29/2022	AH	0.30	Telephone call to Stephen A Rossi - spoke - Paystub design by Cast & Crew. Not breaks. Docs -- production manual and start paperwork. With MJG
04/29/2022	AH	0.10	Telephone call to Stephen A Rossi - voice mail -
04/28/2022	MJ	0.20	Reviewing Dkt 23 Motion
04/28/2022	MJ	0.20	Reviewing Dkt 22 Req for Judicial Notice
04/25/2022	AH	0.10	Reviewing documents--minute order re ex parte application for MPA schedule.
04/25/2022	DG	0.10	Reviewing 04/25/2022 Minute Order ( (Ex-Parte Proceedings By Plaintiff, Jerome Divinity, To Extend...)) Filed by Clerk
04/22/2022	AH	6.50	Drafting documents and research re certification issues.
04/22/2022	MJ	0.10	Reviewing filed reply brief
04/22/2022	MJ	0.10	Correspondence service of reply brief
04/22/2022	MJ	0.10	Filing documentation reply brief
04/22/2022	DG	0.10	Correspondence with Case Anywhere The following document has been uploaded in Divinity, et al. v. WB Studio Enterprises, Inc., et al., Case No. 20STCV37526: Document Uploaded By: Harris & Ruble Number of Documents in Transaction: 1 Representing: Jerome Divinity, individually and on behalf of all others similarly situated Upload Date: 4/22/22 Time of Upload: 1:29 PM (PDT) Document Title: Plaintiff Jerome Divinity's Reply in Support of Ex Parte Application
04/22/2022	DG	0.10	Reviewing 04/22/2022 Reply (in Support of Ex Parte Application) Filed by Jerome Divinity (Plaintiff)
04/22/2022	DG	0.20	Reviewing 04/22/2022 Declaration (of Stephen A. Rossi in Support of Defendants Opposition to Plaintiffs Ex Parte Application to Extendthe Deadline to File a Class Certification Motion) Filed by WB Studio Enterprises, Inc. (Defendant)
04/22/2022	DG	0.40	Reviewing 04/22/2022 Opposition (to Plaintiffs Ex Parte Application to Extend the Deadline to File a Class Certification Motion) Filed by WB Studio Enterprises, Inc. (Defendant)
04/22/2022	AH	0.10	Drafting documents-- Document Uploaded By: Harris & Ruble Number of Documents in Transaction: 1 Representing: Jerome Divinity, individually and on behalf of all others similarly situated Upload Date: 4/22/22 Time of Upload: 1:29 PM (PDT) Document Title: Plaintiff Jerome Divinity's Reply in Support of Ex Parte Application
04/22/2022	AH	0.10	Drafting documents--Court eFiling Order Delivered Your conformed copy(s) and confirmation for your eFile order is ready for viewing. Please click on the link(s) below to view, download or print your eFiled documents completed on Fri, Apr 22,

2022 . Reply (name extension) NoticeOfE-FilingConfirmation Receipt NoticeofE-FilingConfirmation RECEIPT ReplyinSupportofExParteApplication At: Spring Street Courthouse (Civil eFiling) Should you have any questions, please contact Customer Support at (800) 675-2663, email customerservice@janneyandjanney.com or you can log in and manage your cases and orders at Janney & Janney Customer Portal Thank you for using Janney & Janney Legal Support Services. Order(s): 5822553 Billing Code: WB Lucifer

04/22/2022	AH	0.40	Reviewing documents--Dear Counsel, Please find for service the attached as follows filed today: 1. DEFENDANT'S OPPOSITION TO PLAINTIFF'S EX PARTE APPLICATION TO EXTEND THE DEADLINE TO FILE A CLASS CERTIFICATION MOTION & 2. DECLARATION OF STEPHEN A. ROSSI IN SUPPORT OF DEFENDANTS' OPPOSITION TO PLAINTIFF'S EX PARTE APPLICATION TO EXTEND THE DEADLINE TO FILE A CLASS CERTIFICATION MOTION Thanks
04/22/2022	MJ	0.80	Research - cases re broad discovery
04/22/2022	MJ	0.20	Drafting documents editing reply brief
04/22/2022	MJ	1.00	Drafting documents outline of reply
04/22/2022	MJ	0.50	Reviewing ex parte opposition
04/21/2022	AH	6.00	Drafting documents re ex parte and cerfication.
04/21/2022	MJ	0.10	Reviewing confirmed filing of ex parte papers
04/21/2022	DG	0.10	Correspondence with Case Anywhere The following documents have been uploaded in Divinity, et al. v. WB Studio Enterprises, Inc., et al., Case No. 20STCV37526: Documents Uploaded By: Harris & Ruble Number of Documents in Transaction: 3 Representing: Jerome Divinity, individually and on behalf of all others similarly situated Upload Date: 4/21/22 Time of Upload: 1:13 PM (PDT) Document Title: Plaintiff Jerome Divinity's Notice of Ex Parte Application and Ex Parte Application to Extend the Deadline to File a Class Certification Motion Document Title: Declaration of Alan Harris in Support of Plaintiff Jerome Divinity's Ex Parte Application to Extend the Deadline to File a Class Certification Motion Document Title: [Proposed] Order Granting Jerome Divinity's Ex Parte Application to Extend the Deadline to File a Class Certification Motion
04/21/2022	DG	0.30	Reviewing 04/21/2022 Declaration of Alan Harris in Support of Plaintiff Jerome Divinity's Ex Parte Application to Extend the Deadline toFile a Class Certification Motion Filed by Jerome Divinity (Plaintiff)
04/20/2022	MJ	0.10	Filing documentation ex parte papers
04/20/2022	MJ	0.10	Correspondence with Steve re service of ex parte papers
04/20/2022	MJ	0.30	Reviewing final file version of ex parte application
04/20/2022	MJ	0.10	Reviewing alan edits to ex parte and harris decl
04/20/2022	MJ	0.10	Reviewing redlined protective order from 2020 - still good
04/20/2022	MJ	0.10	Correspondence with Steve re protective order
04/20/2022	MJ	0.20	Reviewing final draft of ex parte and Harris decl
04/20/2022	MJ	0.70	Reviewing motion to dismiss papers - retrieval
04/20/2022	MJ	0.30	Drafting documents editing ex parte appl
04/19/2022	MJ	0.20	Reviewing Rossi Declaration
04/19/2022	MJ	0.40	Reviewing Hendrick Declaration
04/19/2022	MJ	0.10	Correspondence with clerk re ex parte procedure
04/19/2022	MJ	0.40	Telephone call to Stephen A Rossi - spoke
04/18/2022	AH	3.70	Drafting documents re class certification and ex parte application.
04/18/2022	MJ	0.10	Reviewing no response, need to file ex parte, got OOO message
04/18/2022	MJ	0.10	Correspondence email with Steve re whether Def will oppose the ex parte
04/18/2022	MJ	0.10	Drafting documents editing Harris Decl re ex parte
04/18/2022	MJ	0.20	Reviewing documents re call with Stephen re settlement
04/18/2022	MJ	0.60	Drafting documents Harris Declaration
04/18/2022	MJ	1.80	Drafting documents ex parte application to extend deadline to file Class Certification Motion
04/15/2022	MJ	1.10	Reviewing Dkt 21 motion to dismiss and strike
04/15/2022	MJ	0.10	Reviewing email from steve - he wont know until monday

04/15/2022	MJ	1.00	Research ex parte mot to extend class certification deadline
04/15/2022	MJ	0.20	Correspondence with SAR email to confirm no stipulation
04/13/2022	MJ	0.10	Reviewing Dkt 20 Appearance
04/13/2022	DG	0.10	Telephone conference with client
04/12/2022	AH	0.30	Prepare for call with Rossi; speak with him re discovery and class certification issues.
04/07/2022	MJ	0.10	Correspondence with serving discovery - RFPs
04/07/2022	MJ	0.10	Drafting documents email to Steve re our class cert motion is coming up
04/07/2022	MJ	0.70	Drafting documents RFP for class cert
04/07/2022	MJ	0.20	Reviewing NOD from february and draft belaire.
04/07/2022	AH	0.10	Correspondence to defense -- As our motion for class cert is coming up, please see attached discovery. If you believe there may be any delay in getting documents to us, scheduling depositions or getting the class contact information, please let us know ASAP. 1. PMK Deposition. We sent this to you in February with date "TBD" at your request. Please provide several dates in April for the PMK deposition. 2. Belaire. Please let us know immediately whether you intend to object to the RFP request for contact information. If so, we will need to start on the Belaire Notice process. A draft notice is attached. 3. RFPs. Please provide a rolling production of documents and feel free to give me a call to meet and confer regarding any of the items.
04/07/2022	AH	0.10	Drafting documents--The following document has been uploaded in Divinity, et al. v. WB Studio Enterprises, Inc., et al., Case No. 20STCV37526: Document Uploaded By: Harris & Ruble Number of Documents in Transaction: 1 Representing: Jerome Divinity, individually and on behalf of all others similarly situated Upload Date: 4/7/22 Time of Upload: 4:08 PM (PDT) Document Title: Plaintiff's Request for Production of Documents to Defendant WB Studio Enterprises, Inc. (Set One)
04/06/2022	DG	0.40	Reviewing: Plaintiff's Discovery to Defendant WB
04/05/2022	MJ	0.10	Reviewing email to Steve re stipulation for collective action
04/05/2022	MJ	0.10	Correspondence with SAR - are we going to amend our compl?
04/05/2022	AH	0.10	Telephone call to Stephen A Rossi - spoke - They do not want to stay state case pending federal FLSA --
03/26/2022	AH	0.10	Telephone call to Stephen A Rossi - spoke - Settlement REDACTED
03/24/2022	MJ	0.10	Reviewing status of discovery
03/24/2022	AH	0.10	Correspondence CENTRAL DISTRICT OF CALIFORNIA Notice of Electronic Filing The following transaction was entered by Pierce, Seth on 3/24/2022 at 9:46 AM PDT and filed on 3/24/2022 Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-MEMF-KK Filer: WB Studio Enterprises Inc. Document Number: 19 Docket Text: Notice of Appearance or Withdrawal of Counsel: for attorney Seth E Pierce counsel for Defendant WB Studio Enterprises Inc.. Adding Seth E. Pierce as counsel of record for WB Studio Enterprises Inc. for the reason indicated in the G-123 Notice. Filed by Defendant WB Studio Enterprises Inc.. (Attorney Seth E Pierce added to party WB Studio Enterprises Inc.(pty:dft))(Pierce, Seth)
03/24/2022	AH	0.10	Correspondence withCase Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-MEMF-KK Filer: WB Studio Enterprises Inc. Document Number: 19 Docket Text: Notice of Appearance or Withdrawal of Counsel: for attorney Seth E Pierce counsel for Defendant WB Studio Enterprises Inc.. Adding Seth E. Pierce as counsel of record for WB Studio Enterprises Inc. for the reason indicated in the G-123 Notice. Filed by Defendant WB Studio Enterprises Inc.. (Attorney Seth E Pierce added to party WB Studio Enterprises Inc.(pty:dft))(Pierce, Seth)
03/22/2022	MJ	0.20	Reviewing notes from David Call with Steve - who wants to settle for less than 500 employees
03/21/2022	AH	0.10	Telephone call to Jerome Divinity - voice mail -
03/18/2022	MJ	0.10	Set up call with Steve
03/18/2022	TB	0.10	Telephone conference with Jerome Divinity, called for AH (JTB)
03/18/2022	MJ	0.50	Telephone call to Stephen A Rossi - spoke
03/18/2022	MJ	1.20	Reviewing Rossi meet and confer letter
03/18/2022	AH	1.60	Telephone call to Gregory Wilson - spoke - Status



03/18/2022	MJ	0.20	Telephone call to Gregory Wilson - spoke update
03/09/2022	MJ	0.10	Reviewing stipulation filed
03/02/2022	MJ	0.10	Reviewing Dkt 16 joint CMC filed
03/02/2022	MJ	0.10	Reviewing final edits Steve Fed joint report
03/02/2022	AH	0.40	Drafting documents-- Federal joint statement.
03/02/2022	MJ	1.50	Drafting documents Joint Statement
03/02/2022	AH	0.20	Telephone call from Stephen A Rossi - spoke - Discuss whether to stay this case or Wilson. Possible settlement.
03/01/2022	DG	0.10	Telephone conference with client
02/22/2022	MJ	0.10	Review status of File WB Studio Enterprises Lucifer adv. Divinity Wilson Casteneda -
02/21/2022	MJ	0.10	Reviewing email from Steve re March 8 depo
02/21/2022	MJ	0.20	Reviewing Steve's edits to the joint report
02/20/2022	MJ	0.10	Reviewing edit to new PMK NOD that was sent to Steve
02/20/2022	MJ	0.20	Reviewing past emails re best way to get a date for deposition from Steve
02/20/2022	AH	0.10	Telephone call from Gregory Wilson - spoke - In communication with the. Might settle this Summer, might be 2-3 years.
02/16/2022	MJ	1.10	Drafting documents JOINT CASE MANAGEMENT STATEMENT
02/15/2022	MJ	0.10	Reviewing Dkt 15 reassignment order
02/14/2022	MJ	0.10	Reviewing Cert of interested parties
02/14/2022	AH	0.10	E-mail correspondence with cacd_ecfmail@cacd.uscourts.gov--Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-MEMF-KK Filer: WB Studio Enterprises Inc. Document Number: 13 Docket Text: Joint STIPULATION Extending Time to Answer the complaint as to WB Studio Enterprises Inc. answer now due 3/16/2022, re Complaint (Attorney Civil Case Opening)[1] filed by Defendant WB Studio Enterprises Inc..(Attorney Stephen A Rossi added to party WB Studio Enterprises Inc.(pty:dft))(Rossi, Stephen)
02/14/2022	AH	0.10	E-mail correspondence with cacd_ecfmail@cacd.uscourts.gase Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-MEMF-KK Filer: WB Studio Enterprises Inc. Document Number: 14 Docket Text: Certificate of Interested Parties and Corporate Disclosure Statement Pursuant to FRCP 7.1 and Local Rule 7.1-1 CERTIFICATE of Interested Parties filed by Defendant WB Studio Enterprises Inc., identifying Defendant WB Studio Enterprises Inc. is a wholly owned subsidiary of Warner Bros. Enterprises LLC. Both WBSE and WBE are wholly-owned, indirect subsidiaries of AT&T Inc., a publically traded corporation. To WBSE's knowledge, no other publicly held corporation owns 10% or more of the equity of AT&T Inc.. (Rossi, Stephen)
02/14/2022	AH	0.20	Drafting documents--The following transaction was entered by Rossi, Stephen on 2/14/2022 at 1:53 PM PST and filed on 2/14/2022 Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-MEMF-KK Filer: WB Studio Enterprises Inc. Document Number: 13 Docket Text: Joint STIPULATION Extending Time to Answer the complaint as to WB Studio Enterprises Inc. answer now due 3/16/2022, re Complaint (Attorney Civil Case Opening)[1] filed by Defendant WB Studio Enterprises Inc..(Attorney Stephen A Rossi added to party WB Studio Enterprises Inc.(pty:dft))(Rossi, Stephen)
02/14/2022	AH	0.10	Correspondence -- Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-MEMF-KK Filer: WB Studio Enterprises Inc. Document Number: 14 Docket Text: Certificate of Interested Parties and Corporate Disclosure Statement Pursuant to FRCP 7.1 and Local Rule 7.1-1 CERTIFICATE of Interested Parties filed by Defendant WB Studio Enterprises Inc., identifying Defendant WB Studio Enterprises Inc. is a wholly owned subsidiary of Warner Bros. Enterprises LLC. Both WBSE and WBE are wholly-owned, indirect subsidiaries of AT&T Inc., a publically traded corporation. To WBSE's knowledge, no other publicly held corporation owns 10% or more of the equity of AT&T Inc.. (Rossi, Stephen)
02/13/2022	MJ	0.10	Reviewing stipulation language
02/13/2022	AH	0.10	E-mail correspondence with Stephen A Rossi re stipulation for defendant to have additional time to respond.
02/13/2022	AH	0.10	E-mail correspondence with Stephen A Rossi
02/13/2022	AH	0.10	Correspondence with defense re draft stipulation for extension of time in which

			WB might respond.
02/11/2022	MJ	0.10	Reviewing Dkt 12 new judge
02/11/2022	AH	0.10	E-mail correspondence with Stephen A Rossi re reassignment of court.
02/11/2022	AH	0.10	Correspondence from Rossi re additional time to respond -- OK for 30 days.
02/10/2022	AH	0.10	Correspondence --Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-MEMF-KK Filer: Document Number: 12 Docket Text: ORDER OF THE CHIEF JUDGE (#22-027) approved by Judge Philip S. Gutierrez. Pursuant to the recommended procedure adopted by the Court for the CREATION OF CALENDAR of Judge Maame Ewusi-Mensah Frimpong, this case is transferred from Judge John A. Kronstadt to the calendar of Judge Maame Ewusi-Mensah Frimpong for all further proceedings. The case number will now reflect the initials of the transferee Judge 2:21-cv-09632 MEMF(KKx). (rn)
02/01/2022	MJ	0.10	Filing documentation Dkt 11 NAR
02/01/2022	MJ	0.20	Reviewing Brian ponder info for deposition
02/01/2022	MJ	0.10	Reviewing OOO message from Steve
02/01/2022	MJ	0.10	Correspondence serving notice of deposition
02/01/2022	MJ	0.10	Reviewing NOD and email to steve
02/01/2022	AH	0.10	E-mail correspondence with cacd_ecfmail@cacd.uscourts.gov--Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-JAK-KK Filer: G. Wilson Document Number: 11 Docket Text: NOTICE AND ACKNOWLEDGMENT OF SERVICE of Summons and Complaint returned Executed filed by Plaintiff G. Wilson, upon Defendant WB Studio Enterprises Inc. acknowledgment sent by Plaintiff on 1/24/2022, answer due 2/14/2022. Acknowledgment of Service signed by Stephen A. Rossi, Attorney. (Gal, Min Ji)
02/01/2022	AH	0.10	Correspondence to Rossi re discovery and settlement REDACTED
02/01/2022	AH	0.10	Correspondence -- Notice of Electronic Filing The following transaction was entered by Gal, Min Ji on 2/1/2022 at 5:24 PM PST and filed on 2/1/2022 Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-JAK-KK Filer: G. Wilson Document Number: 11 Docket Text: NOTICE AND ACKNOWLEDGMENT OF SERVICE of Summons and Complaint returned Executed filed by Plaintiff G. Wilson, upon Defendant WB Studio Enterprises Inc. acknowledgment sent by Plaintiff on 1/24/2022, answer due 2/14/2022. Acknowledgment of Service signed by Stephen A. Rossi, Attorney. (Gal, Min Ji)
02/01/2022	AH	0.30	Telephone call to Stephen A Rossi - spoke - With MJG. Discuss discovery and possible approaches to resolution.
02/01/2022	AH	0.10	Reviewing documents--Notice of Electronic Filing The following transaction was entered by Gal, Min Ji on 2/1/2022 at 5:24 PM PST and filed on 2/1/2022 Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-JAK-KK Filer: G. Wilson Document Number: 11 Docket Text: NOTICE AND ACKNOWLEDGMENT OF SERVICE of Summons and Complaint returned Executed filed by Plaintiff G. Wilson, upon Defendant WB Studio Enterprises Inc. acknowledgment sent by Plaintiff on 1/24/2022, answer due 2/14/2022. Acknowledgment of Service signed by Stephen A. Rossi, Attorney. (Gal, Min Ji)
02/01/2022	MJ	0.80	Drafting documents NOD PMK
02/01/2022	MJ	0.50	Research Brandon Ponder at WB payroll
02/01/2022	MJ	0.10	Review status of File WB Studio Enterprises Lucifer adv. Divinity Wilson Casteneda -
01/27/2022	AH	0.10	E-mail correspondence with Lisa V. Klerman--Just checking in for a status update on this case. Looking forward to hearing from you.
01/26/2022	AH	0.10	Telephone call from Paul Schwanke - spoke - Status
01/24/2022	AH	0.10	Telephone call to Gregory Wilson - spoke - Status
01/24/2022	AH	0.10	Telephone call from Gregory Wilson - spoke - Statuws
01/23/2022	AH	3.80	Drafting documents -- work on motion for class cert.
01/23/2022	AH	0.10	Correspondence re mediation status and motion for class certification.
01/23/2022	AH	0.10	Telephone call to Jerome Divinity - spoke -
01/23/2022	AH	0.10	Telephone call to Jerome Divinity - voice mail -
01/22/2022	AH	4.50	Drafting documents and legal research re class certification motion
01/15/2022	AH	0.20	Telephone call to Wilson - spoke - Status
01/04/2022	MJ	0.30	Drafting documents notice at hearing

01/04/2022	MJ	0.10	Filing documentation Notice at hearing
01/04/2022	MJ	0.10	Reviewing filed notice
01/04/2022	TB	0.10	Telephone conference with Jerome Divinity, called for AH to check on cases (JTB)
01/04/2022	DG	0.10	Reviewing Case Anywhere correspondence
01/04/2022	DG	0.10	Reviewing 01/04/2022 Minute Order ( (Status Conference)) Filed by Clerk
01/04/2022	DG	0.10	Reviewing 01/04/2022 Notice of Court Order at Status Conference Filed by Jerome Divinity (Plaintiff)
01/04/2022	AH	0.40	Court -- status conference
01/04/2022	AH	0.20	Correspondence to defense -- As we discussed, briefly this morning, attached is a new document, relevant to our case with Warner Bros. Obviously, when grace is called for union folks, the non-union workers have their meals delayed, illegally. It is our position that whenever grace is called, all non-union folks, including Covid compliance officers, FSA's, off-duty or retired LAPD, production assistants, Production Supervisors and their assistants, catering, site reps, etc., should all get another hour of pay. REDACTED -- We do hope to resolve this case, and I am reviewing your comments during court this morning with Min Ji and David. Let's make another big push on settlement before the Belaire Notice is sent. Thanks, Al
01/04/2022	MJ	0.50	Reviewing filed complaint in federal court - putting together service package
01/04/2022	MJ	0.20	Drafting documents NAR for federal court
01/04/2022	MJ	0.10	Filing documentation Notice of Court Order Setting Status Conference
01/04/2022	MJ	0.40	Drafting documents Notice of Court Order
01/04/2022	MJ	0.20	Court
01/03/2022	MJ	0.10	Reviewing LA Court details
01/03/2022	TB	0.10	Emailed reminder to AH & MJG re Divinity / Wbros hearnig (JTB)
01/03/2022	AH	0.10	Reviewing documents to prepare for state court status conference tomorrow.
01/03/2022	AH	0.10	Correspondence re Appearance Info Case / Party Event Details Amount Meeting Join Link Phone Meeting ID Video 1/4/2022 11:00 AM Spring Street 6 20STCV37526 Party: Jerome Divinity Status Conference \$0.00 Join Link 561940637
01/03/2022	AH	0.10	Correspondence -- The following transaction was entered on 1/3/2022 at 11:47 AM PST and filed on 1/3/2022 Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-JAK-KK Filer: Document Number: 9 Docket Text: ORDER RETURNING CASE FOR REASSIGNMENT by Judge Christina A. Snyder. ORDER case returned to the Clerk for random reassignment pursuant to General Order 21-01. Case randomly reassigned from Judge Christina A. Snyder to Judge John A. Kronstadt for all further proceedings. The case number will now reflect the initials of the transferee Judge 2:21-cv-09632-JAK-KKx.(aco)
01/02/2022	DG	0.10	Telephone conference with client
12/28/2021	MJ	0.10	Correspondence re getting Federal complaint mailed out
12/28/2021	MJ	0.10	Correspondence with Steve re service of federal filing
12/27/2021	MJ	0.10	Filing documentation joint report
12/27/2021	MJ	0.10	Reviewing confirmed efileing
12/27/2021	MJ	0.10	Correspondence with Steve re filing report today
12/27/2021	MJ	0.30	Drafting documents Joint Status Conf Report
12/27/2021	DG	0.10	Reviewing Case Anywhere correspondence
12/27/2021	DG	0.10	Reviewing 12/27/2021 Joint Status Conference Report Filed by Jerome Divinity (Plaintiff)
12/27/2021	AH	0.10	Correspondence -- Court eFiling Order Delivered Your conformed copy(s) and confirmation for your eFile order is ready for viewing. Please click on the link(s) below to view, download or print your eFiled documents completed on Mon, Dec 27, 2021 . Joint Status Conference Report NoticeOfE-FilingConfirmation Receipt Joint Status Conference Report Notice of E-Filing Confirmation RECEIPT At: Spring Street Courthouse (Civil eFiling) Should you have any questions, please contact Customer Support at (800) 675-2663, email customerservice@janneyandjanney.com or you can log in and manage your cases and orders at Janney & Janney Customer Portal Thank you for using

			Janney & Janney Legal Support Services. Order(s): 5331200 Billing Code: WB Lucifer
12/27/2021	AH	0.10	Correspondence with--Court eFile Order Confirmation This confirms Janney & Janney has received your Court eFiling order to eFile the following document(s): Joint Status Conference Report At: Spring Street Courthouse (Civil eFiling) Your document(s) have been electronically transmitted to the court today (Mon, Dec 27, 2021) and placed in the queue for review by the Clerk. Once your eFile order has been reviewed you will receive a status update with details stating if your documents were Accepted, Partially Accepted or Rejected by the Clerk, followed by your conformed or received copy(s) or else rejection notice. Should you have any questions, please contact Customer Support at (800) 675-2663, email customerservice@janneyandjanney.com or you can log in and manage your cases and orders at Janney & Janney Customer Portal Thank you for using Janney & Janney Legal Support Services. Order(s): 5331200 Billing Code: WB Lucifer
12/27/2021	MJ	0.10	Review status of File WB Studio Enterprises Lucifer adv. Divinity Wilson Casteneda -
12/16/2021	AH	0.10	Reviewing documents--issued Summons re Complaint
12/16/2021	MJ	0.20	Reviewing filed Complaint and documents in Federal court
12/15/2021	AH	0.10	Correspondence with The following transaction was entered on 12/15/2021 at 4:49 PM PST and filed on 12/15/2021 Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-CAS-KK Filer: Document Number: 5 Docket Text: NOTICE OF ASSIGNMENT to District Judge Christina A. Snyder and Magistrate Judge Kenly Kiya Kato. (jtil)
12/15/2021	AH	0.10	Correspondence Notice of Electronic Filing The following transaction was entered on 12/15/2021 at 4:50 PM PST and filed on 12/15/2021 Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-CAS-KK Filer: Document Number: 6 Docket Text: NOTICE TO PARTIES OF COURT-DIRECTED ADR PROGRAM filed.(jtil)
12/15/2021	AH	0.10	Correspondence with Notice of Electronic Filing The following transaction was entered on 12/15/2021 at 4:50 PM PST and filed on 12/15/2021 Case Name: G. Wilson v. WB Studio Enterprises Inc. et al Case Number: 2:21-cv-09632-CAS-KK Filer: Document Number: 7 Docket Text: Notice to Counsel Re Consent to Proceed Before a United States Magistrate Judge. (jtil)
12/14/2021	MJ	0.10	Reviewing pay.gov for federal filing
12/14/2021	MJ	0.10	Review status of File WB Studio Enterprises Lucifer adv. Divinity Wilson Casteneda -
12/13/2021	AH	5.50	Drafting documents and legal/internet research re Wilson federal complaint.
12/13/2021	MJ	0.10	Reviewing PAGA filed for Wilson
12/13/2021	MJ	0.10	Reviewing edits to FLSA complaint
12/13/2021	DG	0.20	Reviewing: Letter to LWDA Requesting Penalties
12/13/2021	TB	0.70	Submitted to LWDA for PAGA and cert mailed docs (JTB)
12/13/2021	MJ	2.60	Drafting documents complaint edits
12/13/2021	MJ	0.10	Reviewing status of Wilson FLSA compl
12/12/2021	AH	3.50	Drafting documents Wilson FLSA complaint.
12/12/2021	AH	0.30	Telephone call to Gregory Wilson - spoke - Status REDACTED
12/07/2021	AH	0.10	Correspondence -- Attached is Invoice Number 238389 for services provided by Case Anywhere in Divinity, et al. v. WB Studio Enterprises, Inc., et al., Case No. 20STCV37526.
11/30/2021	AH	0.10	Telephone call to Gregory Wilson - spoke -
11/24/2021	MJ	0.10	Reviewing Time and Attendance policy
10/29/2021	AH	0.10	Correspondence with defense re settlement.
10/01/2021	MJ	0.30	Drafting documents tolling agreement for federal case
09/27/2021	MJ	0.10	Reviewing caseanywhere copy of notice. Confirmed uploaded by Tom
09/27/2021	MJ	0.10	Reviewing conformed copy of notice
09/27/2021	MJ	0.10	Reviewing filed notice
09/27/2021	MJ	0.10	Reviewing docket re next hearing
09/27/2021	MJ	0.20	Reviewing documents Notice of Post Med Status Conf draft
09/27/2021	DG	0.10	Reviewing Case Anywhere correspondence

09/27/2021	DG	0.10	Reviewing 09/27/2021 Notice (Of Order Regarding Post Mediation Status Conference) Filed by Jerome Divinity (Plaintiff)
09/27/2021	TB	0.50	Drafted, filed & served Notice of Post Mediation SC (JTB)
09/20/2021	MJ	1.10	Reviewing Rossi produced documents as attachments.html
09/17/2021	AH	1.70	Drafting documents and legal research re class certification outline.
09/16/2021	MJ	0.10	Review status of File WB Studio Enterprises Lucifer adv. Divinity Wilson Casteneda -
09/15/2021	DG	0.30	Court: Status Conference
09/15/2021	DG	0.10	Reviewing 09/15/2021 Minute Order ( (Post-Mediation Status Conference)) Filed by Clerk
09/15/2021	AH	0.30	WB Studios - Status Conference - DG and SR also attend. Hearing deferred. Plaintiff to give Notice. (.3)
09/14/2021	DG	0.30	Telephone conference with other side
09/14/2021	AH	0.30	Telephone call to Stephen A Rossi - spoke - With DG. Discuss settlement.
09/07/2021	DG	0.10	Correspondence with CaseAnywhere re: Post Mediation Status Report
09/07/2021	DG	0.10	Reviewing 09/07/2021 Post Mediation Status Report Filed by Jerome Divinity (Plaintiff)
09/03/2021	AH	0.10	Correspondence --Attached is Invoice Number 230038 for services provided by Case Anywhere in Divinity, et al. v. WB Studio Enterprises, Inc., et al., Case No. 20STCV37526.
09/01/2021	AH	0.30	Correspondence to defense re settlement. REDACTED
08/31/2021	MJ	0.70	Drafting documents Joint Report
08/31/2021	AH	0.30	Telephone call to Stephen A Rossi - spoke - Status. REDACTED. Wants to settle for 85 peeps in 540 range of possible 203 -- hard to prove.
08/31/2021	MJ	0.10	Review status of File WB Studio Enterprises Lucifer adv. Divinity Casteneda -
08/25/2021	MJ	0.70	Drafting documents FLSA complaint for Wilson
08/25/2021	AH	0.10	Telephone call to Jerome Divinity - spoke - Status. REDACTED
08/22/2021	AH	0.10	Telephone call to Gregory Wilson - spoke - Status. REDACTED
08/21/2021	AH	2.00	Drafting documents--work on FLSA complaint
08/20/2021	PM	0.70	Analysis of time and attendance policy.
08/20/2021	PM	0.60	Review mediation brief to be shared with defense.
08/20/2021	MJ	0.40	Reviewing mediation brief and time and attendance policy
08/20/2021	DG	7.50	Negotiations: Attend mediation with Lisa Klerman
08/20/2021	AH	0.10	Telephone call from Gregory Wilson - left message - Wants update
08/20/2021	AH	7.50	Mediation with Ms. Klerman, DG and defense.
08/19/2021	DG	2.50	Discovery preparations: Preparing for mediation; reviewing payroll files and mediation brief
08/19/2021	DG	1.10	Drafting documents: Mediation Brief
08/19/2021	AH	5.70	Work on mediation brief; damage study
08/19/2021	MJ	1.40	Drafting documents mediation brief
08/18/2021	AH	0.30	Telephone call to Jerome Divinity - spoke - Status. REDACTED
08/16/2021	MJ	0.20	Reviewing document request for mediation
08/16/2021	MJ	0.20	Reviewing film permits for entity and for Lucifer show
08/16/2021	MJ	0.40	Reviewing 100 pages of WB film permits
08/15/2021	DG	2.20	Drafting documents: Confidential Mediation Brief
08/15/2021	AH	4.40	Drafting documents--work on mediation statement
08/14/2021	AH	6.50	Drafting documents and legal research re mediation brief.
08/13/2021	MJ	0.20	Correspondence with Steve
08/13/2021	DG	0.10	Reviewing: Defendant time and attendance policy
08/12/2021	DG	1.80	Research: re mediation
08/06/2021	AH	4.50	Drafting documents--legal research and drafting re mediation brief and certification.
08/06/2021	MJ	0.10	Lucifer Mediation Plan
08/03/2021	AH	5.30	Drafting documents and internet/legal research re mediation brief and class

			certification.
08/02/2021	AH	7.50	Drafting documents re mediation brief and draft motion for class certification.
08/02/2021	AH	0.20	Telephone call to Stephen A Rossi - spoke - Status and settlement. REDACTED. .
06/30/2021	MJ	0.10	Review status of File WB Studio Enterprises Lucifer adv. Divinity Casteneda -
06/28/2021	AH	0.20	Telephone call to Jerome Divinity - spoke - Status. REDACTED. Mediation on 8-20
06/23/2021	AH	0.10	Correspondence with mediator re schedule.
06/06/2021	AH	0.10	Telephone call to Paul Schwanke - spoke - Status REDACTED
05/23/2021	AH	0.10	Telephone call to Paul Schwanke - spoke - Status
05/23/2021	AH	0.10	Telephone call to Paul Schwanke - spoke - Status REDACTED
05/10/2021	TB	0.10	Saved Divinity wage statements in file (JTB)
04/23/2021	AH	0.10	Telephone call to Gregory Wilson - voice mail -
04/21/2021	DG	0.10	Reviewing 04/21/2022 Plaintiff Jerome Divinity's Notice of Ex Parte Application and Ex Parte Application to Extend the Deadline to File a Class Certification Motion Filed by Jerome Divinity (Plaintiff)
04/08/2021	DG	0.10	Reviewing: Klerman Mediation Agreement
04/05/2021	MJ	0.30	Reviewing protective order, draft belaire, notice of related case
04/05/2021	DG	0.10	Telephone conference with client
04/05/2021	AH	0.30	Correspondence from Mediator Lisa Klerman-- We are confirmed for mediation on July 22, 2021 in the case of Divinity v. WBSE. I have attached a mediation agreement, confidentiality agreement, and the invoices for each side's share of the mediation fee. In case you need it, I have also attached a signed W-9 form. Just a few other points: 1. Invoices are due and payable now, at the time of booking the mediation. 2. Mediation briefs are due on July 15, and may be sent as email attachments if you wish, or by overnight or regular mail. Earlier submissions are welcome and encouraged. 3. Given the state of affairs concerning the virus, I have noticed the mediation to take place via the Zoom platform. I look forward to working with you on July 22nd at the mediation. In the meantime, if there are any issues or concerns to discuss, please do not hesitate to contact me.
04/04/2021	DG	0.10	Telephone conference with client
03/15/2021	AH	0.10	Correspondence with Amount: \$23.00 Appearance Type: Remote Video Appearance Hearing Date: 03/10/2021 10:00 AM Payment Transaction ID: 145846755 Attendee Name: Alan Harris Case Number: 20STCV37526 Case Title: JEROME DIVINITY vs WB STUDIO ENTERPRISES, INC., et al. Party Name: Jerome Divinity Event(s): Status Conference
03/14/2021	MJ	0.40	Reviewing Warner Bros. - 1999 LWDA decision for union crew for 203 claim
03/10/2021	DG	0.10	Reviewing 03/10/2021 Minute Order ( (Status Conference)) Filed by Clerk
03/10/2021	AH	0.40	Status Conference--discuss mediation schedule and deadline for class certification motion, 2/1/22.
03/10/2021	MJ	0.40	Drafting documents Notice at court
03/09/2021	MJ	0.10	Correspondence with Steve Rossi re hearing tomorrow
03/09/2021	TB	0.10	Set LASC ISC hearing for AH (JTB)
03/09/2021	MJ	0.10	Correspondence with clerk. Hearing is on calendar tomorrow
03/08/2021	MJ	0.10	Review status of File WB Studio Enterprises Lucifer adv. Divinity Casteneda -
03/01/2021	AH	0.10	Drafting documents--joint status report
03/01/2021	DG	0.10	Correspondence with CaseAnywhere re: Joint Status Report
03/01/2021	DG	0.10	Reviewing 03/01/2021 Joint Status Report Filed by Jerome Divinity (Plaintiff); WB Studio Enterprises, Inc. (Defendant); Jerry Bruckheimer Television, Inc (Defendant)
02/25/2021	MJ	0.10	Reviewing filing for next week
02/23/2021	DG	0.10	Telephone conference with other side
02/23/2021	AH	0.40	Telephone call to Stephen A Rossi - spoke - Status. REDACTED. WITH DG on phone. Separate class matter--no conflict
02/17/2021	MJ	0.20	Reviewing settlement posture
02/12/2021	MJ	0.20	Reviewing case status and settlement strategy
02/12/2021	MJ	0.20	Telephone call to Stephen A Rossi - spoke re mediation deadline.

02/09/2021	AH	0.40	Telephone call to Jerome Divinity - spoke - Status REDACTED --
02/02/2021	TB	0.30	Reviewing documents - scanning and filing (JTB)
02/02/2021	AH	0.20	Telephone call to Stephen A Rossi - spoke - Status. With MJG -- discuss possible mediators. REDACTED: DG said Klerman and gave him some others.
02/01/2021	AH	0.20	Correspondence from Wilson. Update chrono and cast of characters. REDACTED Attached is my documentation regarding me getting paid when I worked on Lucifer. I submitted my timecard on 12/11/20 upon completion of work that day. I had to resubmit my timecard on 1/26/21. You can see the response from Brandon that to his knowledge he never received my timecard on 12/11. I know Brian Brown also didn't get paid either. On Friday, 1/29, I confirmed that Angel Cervantes and John Polland who both worked on 12/11/20 with me got paid in a timely manner. I finally got paid on 1/27/21.
02/01/2021	AH	0.30	Correspondence from Wilson. REDACTED.
02/01/2021	MJ	0.10	Reviewing new client
01/27/2021	AH	0.40	Reviewing documents from Wilson
01/27/2021	TB	0.10	Reviewing documents - scanning and filing (MM).
01/27/2021	AH	0.20	Correspondence with Wilson, forwarding retainer and conflicts waiver; mediation information and 226 demand.
01/27/2021	AH	0.30	Telephone call from Gregory Wilson - spoke - He wants us to represent him, as he has not been paid for December 11 Lucifer episode. REDACTED
01/25/2021	MJ	0.50	Telephone call to Stephen A Rossi - spoke
01/20/2021	MJ	0.10	Reviewing case status
01/19/2021	MJ	0.20	Reviewing Answer for demurrer
01/15/2021	AH	0.20	Drafting documents re review of defense affirmative defenses.
01/15/2021	DG	1.10	Reviewing 01/15/2021 Answer Filed by WB Studio Enterprises, Inc. (Defendant); Jerry Bruckheimer Television, Inc (Defendant)
01/15/2021	MJ	0.20	Drafting documents - reviewing answer and calendaring demurrer date
01/06/2021	MJ	0.10	Reviewing flsa complaint
12/22/2020	MJ	0.30	Reviewing records of class member RR
12/21/2020	AH	0.10	Reviewing documents--Janney POS
12/15/2020	DG	0.10	Correspondence with CaseAnywhere re: First Amended Complaint
12/15/2020	DG	0.50	Reviewing 12/15/2020 First Amended Complaint Filed by Jerome Divinity (Plaintiff)
12/15/2020	MJ	0.80	Drafting documents memo
12/15/2020	AH	0.30	Drafting documents re FAC for Divinity class action.
12/15/2020	MJ	0.30	Filing documentation
12/14/2020	DG	0.10	Correspondence with CaseAnywhere re: ISC conference
12/14/2020	DG	0.10	Correspondence with CaseAnywhere re new case set up
12/14/2020	MJ	0.10	Drafting documents editing FLSA complaint
12/14/2020	MJ	0.10	Filing documentation on CaseAnywhere re Notice of ISC
12/14/2020	TB	0.20	Prepared summons, civil case cover sheet & addendum for service (JTB)
12/14/2020	MJ	1.10	Drafting documents First Amended Complaint
12/14/2020	MJ	0.40	Correspondence with CaseAnywhere; grabbing signed order
12/14/2020	MJ	0.20	Reviewing order at ISC
12/11/2020	TB	0.30	Reviewing documents - scanning and filing (MM).
12/09/2020	AH	0.10	Telephone call to Agustin Castaneda - voice mail -
12/08/2020	DG	0.10	Reviewing 12/08/2020 Order Authorizing Electronic Service Filed by Jerome Divinity (Plaintiff)
12/06/2020	MJ	0.20	Reviewing Calendar
12/03/2020	AH	0.20	Reviewing documents -- Notice of status conference; docket.
12/02/2020	DG	0.10	Reviewing 12/02/2020 Notice (of Status Conference and Order Issued at Initial Status Conference) Filed by Jerome Divinity (Plaintiff)
12/02/2020	AH	0.10	Correspondence from Janney -- This confirms Janney & Janney has received your Court Filing order to file the following document(s): Notice of Lodging Proposed Order; Notice of Status Conference and Order at ISC At: Stanley Mosk Central Courthouse Your document(s) are scheduled to be reviewed by the Clerk.

Once your Court Filing order has been reviewed you will receive a status update with details stating if your documents were Accepted, Partially Accepted or Rejected by the Clerk, followed by your conformed or received copy(s) or else rejection notice. Should you have any questions, please contact Customer Support at (800) 675-2663, email customerservice@janneyandjanney.com or you can log in and manage your cases and orders at janneyandjanney.legalconnect.com Thank you for using Janney & Janney. Order (s): 4065941 Billing Code: Lucifer

12/02/2020	MJ	0.20	Filing documentation Notice of Status Conf and Notice of Lodging
12/02/2020	MJ	0.30	Drafting documents Notice of Order at ISC
12/02/2020	MJ	0.20	Reviewing Minute Order
12/01/2020	DG	0.10	Reviewing 12/01/2020 Minute Order ( (Initial Status Conference)) Filed by Clerk
12/01/2020	MJ	0.20	Drafting documents Proposed Order Authorizing Electronic Service
12/01/2020	MJ	1.40	Court ISC hearing
11/30/2020	AH	0.10	Telephone call to Jerome Divinity - spoke - Status. Offered low five figures, he is entitled to about 30. We care continuing
11/30/2020	MJ	0.10	Telephone call to Stephen A Rossi - spoke
11/30/2020	MJ	0.10	Telephone call to Jerome Divinity - spoke
11/30/2020	AH	0.10	Telephone call to Stephen A Rossi - spoke - Status. Discuss settlement issues and upcoming hearing. We can't accept a 25K settlement.
11/25/2020	DG	0.10	Reviewing 11/25/2020 Joint Initial Status Conference Class Action Response Statement Filed by WB Studio Enterprises, Inc. (Defendant)
11/25/2020	TB	0.10	Scheduled remote hearing (ISC) appearance for Alan (JTB)
11/23/2020	MJ	0.10	Reviewing OOO message for Pierce
11/23/2020	MJ	0.10	Correspondence with Janney re canceling ISC statement
11/23/2020	MJ	0.20	Correspondence with SAR re he will file the ISC Statement because appearance fee has not been paid
11/23/2020	MJ	0.30	Filing documentation ISC Statement
11/23/2020	MJ	0.10	Correspondence with SAR via telephone
11/23/2020	MJ	0.10	Correspondence email with SAR re Isc and his deletion to the Joint Statement
11/23/2020	AH	0.10	Correspondence from MSK -- Here is the signed notice and acknowledgement for WB Studio Enterprises. I am still waiting to hear whether we'll be representing JBTV. I think we may have to just submit the joint statement on behalf of WB and Divinity only.
11/23/2020	AH	0.10	Correspondence to defense counsel, Rossi of MSK, re Joint Statement: Here are the additions to the Joint Statement from Alan in redline. Please send us your additions. We will send it out today for filing tomorrow.
11/22/2020	AH	4.80	Drafting documents and legal research re ISC statement.
11/19/2020	AH	0.40	Telephone call to Stephen A Rossi - spoke - With MJG. Discuss joint statement and possible settlement.
11/19/2020	MJ	0.10	Drafting documents - reviewing PAGA assertion
11/19/2020	MJ	0.30	Telephone call to Stephen A Rossi - spoke
11/19/2020	MJ	0.50	Correspondence re potential individual settlement
11/18/2020	MJ	0.30	Reviewing Alan's addition to Joint Report
11/09/2020	AH	0.50	Drafting documents--draft joint status conference statement; protective order
11/09/2020	MJ	1.10	Drafting documents Joint ISC Statement
11/09/2020	MJ	0.30	Drafting documents Belaire Notice
11/09/2020	MJ	0.50	Drafting documents protective order
11/09/2020	MJ	0.20	Drafting documents Notice of Related Case
11/09/2020	MJ	0.10	Reviewing filing
11/05/2020	DG	0.10	Reviewing 11/05/2020 Notice (of Order Regarding Newly Filed Class Action and Initial Status Conference) Filed by Jerome Divinity (Plaintiff)
11/04/2020	AH	0.20	Correspondence re: Notice of Order Regarding Newly Filed Class Action and ISC At: Stanley Mosk Central Courthouse Your document(s) are scheduled to be reviewed by the Clerk. Once your Court Filing order has been reviewed you will receive a status update with details stating if your documents were Accepted, Partially Accepted or Rejected by the Clerk, followed by your conformed or



received copy(s) or else rejection notice. Should you have any questions, please contact Customer Support at (800) 675-2663, email customerservice@janneyandjanney.com or you can log in and manage your cases and orders at janneyandjanney.legalconnect.com Thank you for using Janney & Janney. Order(s): 3994334 Billing Code: Lucifer

11/04/2020	MJ	0.10	Reviewing Notice of ISC
11/04/2020	TB	0.70	Drafting and revising documents Notice of ISC & Newly filed Class Action; filed & served (JTB)
11/04/2020	MJ	1.00	Drafting documents service package WB Studios and Jerry B
11/04/2020	MJ	0.20	Reviewing case status
10/16/2020	AH	2.50	Drafting documents--notes re certification issues.
10/16/2020	TB	0.20	Reviewing documents - scanning and filing (MM).
10/16/2020	AH	0.30	Telephone call to Stephen A Rossi - spoke - Status. Tolling agreement under FLSA.
10/16/2020	AH	0.20	Reviewing documents--orders from Judge Berle deeming case complex and ISC order.
10/14/2020	AH	0.30	Drafting documents--update chronology and cast of characters.
10/14/2020	AH	0.10	Telephone call to Jerome Divinity - spoke - Status. Speaking with WB attorney on Friday.
10/12/2020	MJ	0.30	Reviewing state of PAGA amendment and service
10/08/2020	DG	0.10	Reviewing 10/08/2020 Minute Order ( (Court Order)) Filed by Clerk
10/08/2020	DG	0.10	Reviewing 10/08/2020 Initial Status Conference Order Filed by Clerk
10/02/2020	AH	0.10	Correspondence from Janney re charge for filing complaint and copies. \$1550.23.
09/30/2020	DG	0.10	Reviewing: Notice of Case Assignment
09/30/2020	DG	0.30	Reviewing: Class Action Complaint
09/30/2020	MJ	1.30	Drafting documents Compl
09/27/2020	DG	0.40	Reviewing: Draft Complaint
09/27/2020	AH	3.70	Drafting documents and legal research re Complaint.
09/26/2020	AH	7.80	Drafting documents and legal/internet research re Complaint, including review of Greenberg and Harrington cases, judgments; Collins litigation; Papworth; Vaccaro; Tippin.
09/25/2020	MJ	0.30	Reviewing case file for overlap with Tippin
09/23/2020	TB	0.30	Reviewing documents - scanning and filing (MM).
09/22/2020	MJ	1.00	Drafting documents PAGA letter
09/18/2020	MJ	0.20	Review case status - filing deadlines
09/14/2020	TB	0.10	Emailed AH re: Lucifer 226's (JTB)
09/09/2020	TB	0.60	Drafted, proofed, reviewed with MJG and mailed 226's for Divinity and Castenada (JTB)
09/08/2020	MJ	0.10	Correspondence with Team re 226 letters
09/08/2020	MJ	0.20	Reviewing status of case and 226
08/26/2020	TB	0.20	Email correspondence with DG re: AH question about Divinity Wbros retainer (JTB)
06/23/2020	DG	0.10	Reviewing: Divinity 226 letter
06/23/2020	TB	0.20	Drafting documents- 226 for Divinity to WB Ent Inc c/o Ruth Holt emailed (JTB)
05/13/2020	TB	0.20	Drafting documents-226 for Castenada & Divinity to WB Studio Enterprises inc (JTB)
05/13/2020	AH	0.10	Telephone call to Agustin Castaneda - spoke - Status. AOK
05/13/2020	AH	0.10	Correspondence to WB counsel Ruth Holt, forwarding 226 demands.
03/09/2020	TB	0.10	Telephone conference re: Divinity documents (JTB)
02/05/2020	MJ	0.40	Research agent for service WB
01/31/2020	MJ	0.10	Telephone call from Agustin Castaneda - spoke
01/20/2020	TB	0.10	Email correspondence w/ MJG re: "Lucifer" 226 for Divinity (JTB)
01/14/2020	MJ	0.30	Reviewing retainer from Divinity
01/13/2020	AH	0.20	Telephone call to Jerome Divinity - spoke - He wants us to represent him in the

Date	Initials	Time	Description
			Lucifer matter. REDACTED
01/13/2020	DG	0.10	Telephone conference with client re: new case
01/13/2020	AH	0.10	Correspondence to client Divinity -- Please send me any documents related to the Lucifer Job. We will send a retainer agreement via DocuSign shortly.
01/13/2020	TB	0.50	Drafting documents- Prepared retainer for J. Divinity (JTB)
01/13/2020	TB	0.20	Telephone conference with- Intake call w/ Divinity (JTB)
01/13/2020	TB	0.30	Office matter - 226 to Warner Bros. Entertainment 226 to Warner Bros. Television for Divinity (JTB)
01/13/2020	MJ	0.20	Telephone call from Jerome Divinity - spoke
01/10/2020	TB	0.50	Researched and updated Amicus file with company and individual information (JTB)
01/10/2020	TB	0.20	Office matter- 226 to Warner Bros. Entertainment 226 to Warner Bros. Television Productions for Castaneda (JTB)
01/09/2020	AH	0.20	Drafting documents--client correspondence to WB re his work for it; requesting documents.
01/08/2020	AH	0.20	Drafting documents--client retainer and related documents REDACTED
01/06/2020	AH	1.30	Drafting documents and internet/legal research re WB and Lucifer.
01/06/2020	AH	0.20	Telephone call from potential client - spoke - He wants us to represent him for work on 12/11 for Lucifer TV program for Warner Bros.

# Exhibit 3

**Harris and Ruble**  
**WB Studio Ent Lucifer v DivinityCastaneda - Costs**  
**All Transactions**

Date	Name	Source Name	Memo	Amount
<b>54100 · Case Costs</b>				
<b>54130 · Filing Fees/Atty Svcs</b>				
<b>1 · Filing &amp; eFiling</b>				
09/23/2020	WB Studio Ent Lucifer v DivinityCastaneda	LWDA	WB Studio Ent Lucifer - LWDA-CM-807330-20 WB Studio Enterprises, Inc. - Paga Filing	75.00
10/02/2020	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #3893682 Court Filing Service, Urgent - Complaint	1,550.23
11/06/2020	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #3994334 Court Filing Service, Urgent - Notice Of Order Regarding Ne...	50.00
12/07/2020	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #4065941 eFiling - Notice Of Lodging Proposed Order, Notice Of Statu...	5.00
12/16/2020	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #4100019 eFiling - First Amended Complaint	5.00
10/01/2021	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #4995927 eFiling - Notice Name Extension	14.20
12/13/2021	WB Studio Ent Lucifer v DivinityCastaneda	USDC-Courts	WB Studio Ent Lucifer - CALIFORNIA CENTRAL DISTRICT COURT	402.00
12/29/2021	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #5331200 eFiling - Joint Status Conference Report	14.20
01/07/2022	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #5354449 eFiling - Notice of Court Order at Status Conference	14.20
04/22/2022	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #5816656 eFiling - Ex Parte Application Name Extension, Declaration ...	76.30
04/26/2022	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #5822553 eFiling - Reply Name Extension	14.20
05/04/2022	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #5860709 eFiling - Notice Name Extension, Notice Of Lodging Name Ext...	34.90
05/13/2022	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #5895152 eFiling - Notice Name Extension	14.20
10/05/2022	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #6523117 eFiling - Notice Of Continuance	14.63
11/02/2022	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #6648688 eFiling - Motion For Preliminary Approval Of Settlement, Sti...	97.03
11/08/2022	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #6669754 eFiling - Declaration	14.63
12/13/2022	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #6829958 eFiling - Notice Of Continuance	14.63
12/15/2022	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #6842398 eFiling - Declaration Name Extension	14.63
01/06/2023	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #6927614 eFiling - Notice Of Continuance	14.63
02/02/2023	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #7069841 eFiling - Amended Complaint, Declaration Name Extension	14.63
02/17/2023	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #7136099 eFiling - Order Name Extension, Notice Name Extension	14.63
Total 1 · Filing & eFiling				2,468.87
<b>2 · Process Serving</b>				
12/22/2020	WB Studio Ent Lucifer v DivinityCastaneda	Janney & Janney	WB Studio Ent Lucifer - Inv #4102942 PARTY TO SERVE: Jerry Bruckheimer Television, Inc., A Calif...	90.00
Total 2 · Process Serving				90.00
Total 54130 · Filing Fees/Atty Svcs				2,558.87
<b>54135 · E-Svcs/ Online Case Mgmt Svcs</b>				
04/10/2021	WB Studio Ent Lucifer v DivinityCastaneda	Case Anywhere	WB Studio Ent Lucifer - Inv #213332 1/1/21-3/31/21	115.20
06/19/2021	WB Studio Ent Lucifer v DivinityCastaneda	Case Anywhere	WB Studio Ent Lucifer - Inv #221618 3/1/21-5/31/21	120.00
09/14/2021	WB Studio Ent Lucifer v DivinityCastaneda	Case Anywhere	WB Studio Ent Lucifer - Inv #230038 6/1/21 - 8/31/21	120.00
12/09/2021	WB Studio Ent Lucifer v DivinityCastaneda	Case Anywhere	WB Studio Ent Lucifer - Inv #238389 9/1/21 - 11/30/21	126.00
03/18/2022	WB Studio Ent Lucifer v DivinityCastaneda	Case Anywhere	WB Studio Ent Lucifer - Inv #246610 12/1/21 - 2/28/22	132.00
06/10/2022	WB Studio Ent Lucifer v DivinityCastaneda	Case Anywhere	WB Studio Ent Lucifer - Inv #255139 3/1/22 - 5/31/22	180.00
09/13/2022	WB Studio Ent Lucifer v DivinityCastaneda	Case Anywhere	WB Studio Ent Lucifer - Inv #263623 6/1/22 - 8/31/22	120.00
12/13/2022	WB Studio Ent Lucifer v DivinityCastaneda	Case Anywhere	WB Studio Ent Lucifer - Inv #272280 9/1/22 - 11/30/22	168.00
03/07/2023	WB Studio Ent Lucifer v DivinityCastaneda	Case Anywhere	WB Studio Ent Lucifer - Inv #280844 12/1/22 - 2/28/23	162.00
04/18/2023	WB Studio Ent Lucifer v DivinityCastaneda	Case Anywhere	WB Studio Ent Lucifer - Base Fee NO INV 3/1/23-5/31/23	120.00
Total 54135 · E-Svcs/ Online Case Mgmt Svcs				1,363.20
<b>54140 · Research Fees</b>				
04/03/2020	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 1/1/20-1/31/20	58.93
05/06/2020	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 3/01/20-3/31/20	3.81
06/04/2020	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 4/01/20-4/30/20	3.61
06/04/2020	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 5/01/20-5/31/20	3.93
07/13/2020	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 6/01/20-6/30/20	8.78
08/05/2020	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 7/01/20-7/31/20	2.59
09/11/2020	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 8/1/20-8/31/20	2.73
10/23/2020	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 9/01/20-9/30/20	5.67
11/30/2020	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 10/01/20-10/31/20	2.60
12/07/2020	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 11/01/20-11/30/20	11.71
01/28/2021	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 12/1/20-12/31/20	1.82
03/26/2021	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer -2/1/21-2/28/21	11.77
04/26/2021	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 3/1/21-3/31/21	8.94
05/26/2021	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 4/1/21-4/30/21	5.25
07/26/2021	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 6/1/21-6/30/21	4.58
08/26/2021	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 7/1/21-7/31/21	2.67
09/07/2021	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 8/1/21-8/31/21	7.24

**Harris and Ruble**  
**WB Studio Ent Lucifer v DivinityCastaneda - Costs**  
**All Transactions**

Date	Name	Source Name	Memo	Amount
09/27/2021	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 8/1/21-8/31/21	6.04
10/26/2021	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 9/1/21-9/30/21	2.00
11/08/2021	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 10/1/21-10/31/21	8.12
11/29/2021	WB Studio Ent Lucifer v DivinityCastaneda	Thomson Reuters	WB Studio Ent Lucifer 10/1/21-10/31/21	1.26
03/07/2022	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 2/1/22-2/28/22	6.91
04/07/2022	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 3/1/22-3/31/22	4.12
05/07/2022	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 4/1/22-4/30/22	30.75
06/07/2022	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 5/1/22-5/31/22	6.96
07/08/2022	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 6/1/22-6/30/22	5.88
08/07/2022	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 7/1/22-7/31/22	6.80
09/07/2022	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 8/1/22-8/31/22	17.96
09/07/2022	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 8/1/22-8/31/22	6.21
10/07/2022	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 9/1/22-9/30/22	8.00
10/07/2022	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 9/1/22-9/30/22	8.00
11/07/2022	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 10/1/22-10/31/22	12.15
12/07/2022	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 11/01/22-11/30/22	4.41
01/07/2023	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 12/1/22-12/31/22	19.65
02/07/2023	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 1/1/23-1/31/23	4.67
03/07/2023	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 2/1/23-2/28/23	66.94
04/07/2023	WB Studio Ent Lucifer v DivinityCastaneda	LexisNexis	WB Studio Ent Lucifer 3/1/23-3/31/23	8.31
Total 54140 · Research Fees				381.77
<b>54163 · Court Reporter Svcs/Transcripts</b>				
05/23/2022	WB Studio Ent Lucifer v DivinityCastaneda	Steno	WB Studio Ent Lucifer - Inv #277136 Deposition - Gina Hendrick - PMK (May 5, 2022)	1,823.75
Total 54163 · Court Reporter Svcs/Transcripts				1,823.75
<b>54165 · Conference/Remote Appearance</b>				
12/06/2020	WB Studio Ent Lucifer v DivinityCastaneda	LA Court Connect	WB Studio Ent Lucifer - Initial Status Conf on 12/01/20 AH	23.00
03/15/2021	WB Studio Ent Lucifer v DivinityCastaneda	LA Court Connect	WB Studio Ent Lucifer - Status Conference on 3/10/21 AH	23.00
01/04/2022	WB Studio Ent Lucifer v DivinityCastaneda	Court Call	WB Studio Ent Lucifer - Status Conf 1/4/22	94.00
Total 54165 · Conference/Remote Appearance				140.00
<b>54170 · Mediation Fees</b>				
04/07/2021	WB Studio Ent Lucifer v DivinityCastaneda	Lisa Klerman	WB Studio Ent Lucifer - Mediation on 7/22/21	7,500.00
Total 54170 · Mediation Fees				7,500.00
<b>54190 · Printing &amp; Photocopies</b>				
04/21/2023	WB Studio Ent Lucifer v DivinityCastaneda	WB Studio Ent Lucifer v DivinityCastaneda	WB Studio Ent Lucifer - Total Printing Costs 1/8/20-4/21/23	1,177.00
Total 54190 · Printing & Photocopies				1,177.00
<b>54191 · Postage</b>				
08/20/2022	WB Studio Ent Lucifer v DivinityCastaneda	USPS	WB Studio Ent Lucifer - Mailing 8/11/22	0.57
Total 54191 · Postage				0.57
Total 54100 · Case Costs				14,945.16
<b>TOTAL</b>				<b>14,945.16</b>

# Exhibit 4

**Copies and Printing**

Date	Document Name	Pages	Copies	Cost	Total
1/8/2020	Executed RETAINER	13	1	0.25 \$	3.25
1/9/2020	Wbros Lucifer Castaneda 226 WB Ent	1	1	0.25 \$	0.25
1/9/2020	Wbros Lucifer Castaneda 226 WB TV Prods	1	1	0.25 \$	0.25
1/13/2020	Retainer	13	1	0.25 \$	3.25
1/13/2020	Warner Bros Divinity to WB Ent	1	1	0.25 \$	0.25
1/13/2020	Wbros Lucifer Divinity226 WB TV Prods	1	1	0.25 \$	0.25
1/14/2020	CT Corp no longer Reg Agent for Wbros	1	1	0.25 \$	0.25
1/24/2020	Divinity Lucifer Check [redact]	1	1	0.25 \$	0.25
2/4/2020	Divinity & Castaneda Doc Req	1	1	0.25 \$	0.25
2/4/2020	Divinity - 2810.5 Notice	2	1	0.25 \$	0.50
4/9/2020	4-5-04 Complaint file-stmpd Harrington	24	1	0.25 \$	6.00
5/13/2020	Castaneda 226 to WB Studio Enterp Inc	1	1	0.25 \$	0.25
5/13/2020	Divinity 226 to WB Studio Enterp Inc.	1	1	0.25 \$	0.25
6/23/2020	Divinity 226 to Wbros (holt)	1	1	0.25 \$	0.25
9/9/2020	Castaneda 226 to Wbros (ct crp)	1	1	0.25 \$	0.25
9/16/2020	WBSE_Castaneda_0001-76 (employee docs)	76	1	0.25 \$	19.00
9/30/2020	[filed] WB Lucifer Divinity Comp	19	4	0.25 \$	19.00
9/30/2020	[filed] WB Lucifer Cover and Add	6	4	0.25 \$	6.00
9/30/2020	[filed] WB Lucifer Summons	1	4	0.25 \$	1.00
11/4/2020	WB Lucifer ISC	11	2	0.25 \$	5.50
11/9/2020	Notice of Related Case	3	3	0.25 \$	2.25
11/23/2020	Divinity Joint ISC Response	12	3	0.25 \$	9.00
12/1/2020	WB Divinity Notice of SC	5	2	0.25 \$	2.50
12/2/2020	Notice of Lodging Proposed	10	1	0.25 \$	2.50
12/3/2020	WB V Divinity Notice of SC	5	2	0.25 \$	2.50
12/4/2020	[Proposed] Order Auth Elec	7	1	0.25 \$	1.75
12/9/2020	[Entered] Order Auth Elec	10	0	0.25 \$	-
12/14/2020	WB Lucifer Divinity Service Pack	38	2	0.25 \$	19.00
12/14/2020	Castaneda_Ex 1 FLSA Consent	13	1	0.25 \$	3.25
1/3/2021	Dk10 Kronstadt Standing Order	81	1	0.25 \$	20.25
1/15/2021	WBSE et al. Answer to FAC	9	1	0.25 \$	2.25
1/27/2021	Def Ans to Fist Amnd Cmpl.	9	1	0.25 \$	2.25
1/27/2021	Wilson RETAINER	13	1	0.25 \$	3.25
1/27/2021	Docs re Wilson	6	1	0.25 \$	1.50
3/1/2021	Joint Statement Report	3	3	0.25 \$	2.25
3/10/2021	Minute Order	1	1	0.25 \$	0.25
8/15/2021	Permits_Finalized Permits	2	1	0.25 \$	0.50
8/19/2021	Conf mediation brief	5	4	0.25 \$	5.00
8/19/2021	Castaneda PR Lucifer 1718	17	1	0.25 \$	4.25
8/19/2021	Castaneda PR Lucifer 1819	16	1	0.25 \$	4.00
8/20/2021	The Mediation Brief	7	1	0.25 \$	1.75
8/20/2021	Time and Attendance Policy	5	2	0.25 \$	2.50
8/20/2021	Wilson 226 to WB Studio	1	1	0.25 \$	0.25
9/7/2021	Wilson FLSA Complaint	21	2	0.25 \$	10.50
9/20/2021	Def Produced WBSE Wilson docs	309	1	0.25 \$	77.25
9/27/2021	Stip	2	2	0.25 \$	1.00
11/3/2021	Simms WB pay stub	1	1	0.25 \$	0.25
12/13/2021	Wilson Ltr to LWDA	1	1	0.25 \$	0.25
12/13/2021	Wilson FLSA Complaint	27	1	0.25 \$	6.75
12/13/2021	Dkt 1 Wilson Compl.	29	1	0.25 \$	7.25
12/13/2021	Wilson FLSA Compl Ex.1	2	1	0.25 \$	0.50
12/13/2021	Wilson Ltr to LWDA Requestion Penalty	1	1	0.25 \$	0.25
12/27/2021	Joint Status Conf Rpt.	2	4	0.25 \$	2.00
1/4/2022	WB Lucifer Notice of Order at SC	3	1	0.25 \$	0.75

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1/24/2022	NAR WB Studio Enterprises Inc.	1	1	0.25	\$	0.25
2/1/2022	Dk 11 NAR Signed (Wilson)	1	1	0.25	\$	0.25
2/10/2022	Simms Signed RETAINER	13	1	0.25	\$	3.25
2/14/2022	Dkt 13 Joint Stip to ext Ans time	4	2	0.25	\$	2.00
2/14/2022	Dkt 14 Cert of Interested Parties	2	1	0.25	\$	0.50
2/15/2022	Dkt 16 Case Mngt Statement	5	1	0.25	\$	1.25
2/22/2022	Discovery-PL Not of Dep of WB	8	3	0.25	\$	6.00
3/2/2022	Dkt 15 Reassignmnt Order	3	1	0.25	\$	0.75
3/2/2022	Wilson Fed Joint Case Mngt Stamnt	5	3	0.25	\$	3.75
3/7/2022	Ltr Rossi to A Harris re Mtg re Deficienices	7	2	0.25	\$	3.50
3/9/2022	Dkt 17 Joint Stip to Ext Time for WBSE	5	1	0.25	\$	1.25
3/9/2022	Dkt 17-1 Pro order Stp to Ext Time for WBSE Re	2	1	0.25	\$	0.50
3/22/2022	Discovery-Records Subpoena-SAG	2	1	0.25	\$	0.50
4/7/2022	Discovery-Ptf FRP to Def, set one	13	2	0.25	\$	6.50
4/8/2022	Simms Pinch pay stub	1	1	0.25	\$	0.25
4/13/2022	Dkt 20 Not of App Hanian	2	1	0.25	\$	0.50
4/15/2022	Def Prop Order	6	1	0.25	\$	1.50
4/15/2022	Dkt 21-0 Mot to Dismiss	31	2	0.25	\$	15.50
4/15/2022	Dkt 21-1 Rossi Decl	7	2	0.25	\$	3.50
4/15/2022	Dkt 21-2 Hendrick Decl.	8	2	0.25	\$	4.00
4/15/2022	Dkt 22 RJN	3	2	0.25	\$	1.50
4/15/2022	Dkt Proposed Ord Grnt Mot to Dis	6	2	0.25	\$	3.00
4/21/2022	Ex Parte appl to Extnd Class Cert	7	4	0.25	\$	7.00
4/21/2022	Harris Decl iso Ex Parte	5	4	0.25	\$	5.00
4/21/2022	Proposed Order Granting Ex Parte	3	4	0.25	\$	3.00
4/22/2022	Reply iso Ex Parte Appl to Extnd	4	4	0.25	\$	4.00
4/22/2022	WB Opp to Ex Parte Appl to Extnd	7	2	0.25	\$	3.50
4/22/2022	WB Rossi Decl ISO Opp to Ex Part	28	2	0.25	\$	14.00
4/28/2022	Dkt 24 Supp Cert of Int Parties	3	1	0.25	\$	0.75
5/2/2022	Discovery-PL 1st Am Not of Dep of WB	8	3	0.25	\$	6.00
5/2/2022	Protective Order Final	12	1	0.25	\$	3.00
5/2/2022	WB Lucifer Notice of Ex Parte	4	2	0.25	\$	2.00
5/2/2022	WB Lucifer Notice of Lodging	15	1	0.25	\$	3.75
5/3/2022	WB Divinity-Prep for Deps and Class Cert	437	1	0.25	\$	109.25
5/3/2022	Discovery-WBSE_Divinity_0116	1	1	0.25	\$	0.25
5/3/2022	Discovery-WBSE_Divinity_0117	2	1	0.25	\$	0.50
5/3/2022	Discovery-WBSE_Divinity_0119	4	1	0.25	\$	1.00
5/3/2022	Discovery-WBSE_Divinity_0123	7	1	0.25	\$	1.75
5/3/2022	Discovery-WBSE_Divinity_0130	2	1	0.25	\$	0.50
5/3/2022	Discovery-WBSE_Divinity_0132	4	1	0.25	\$	1.00
5/3/2022	Discovery-WBSE_Divinity_0136	23	1	0.25	\$	5.75
5/3/2022	Discovery-WBSE_Divinity_0159	24	1	0.25	\$	6.00
5/3/2022	Discovery-WBSE_Divinity_0183	16	1	0.25	\$	4.00
5/3/2022	Discovery-WBSE_Divinity_0199	23	1	0.25	\$	5.75
5/3/2022	Discovery-WBSE_Divinity_0232	15	1	0.25	\$	3.75
5/3/2022	Discovery-WBSE_Divinity_0237	14	1	0.25	\$	3.50
5/3/2022	Discovery-WBSE_Divinity_0251	7	1	0.25	\$	1.75
5/3/2022	Discovery-WBSE_Divinity_0258	30	1	0.25	\$	7.50
5/3/2022	Discovery-WBSE_Divinity_0288	40	1	0.25	\$	10.00
5/3/2022	Discovery-WBSE_Divinity_0328	15	1	0.25	\$	3.75
5/3/2022	Discovery-WBSE_Divinity_0343	17	1	0.25	\$	4.25
5/3/2022	Discovery-WBSE_Divinity_0360	11	1	0.25	\$	2.75
5/3/2022	Discovery-WBSE_Divinity_0371	11	1	0.25	\$	2.75
5/3/2022	Discovery-WBSE_Divinity_0397	10	1	0.25	\$	2.50
5/3/2022	Discovery-WBSE_Divinity_0382	15	1	0.25	\$	3.75



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5/3/2022	Discovery-WBSE_Divinity_0422	16	1	0.25	\$	4.00
5/3/2022	Discovery-Def Objections to PMK Dep	19	1	0.25	\$	4.75
5/5/2022	Exhibit 1 - Divinity	2	2	0.25	\$	1.00
5/5/2022	Exhibit 2 - Divinity	4	2	0.25	\$	2.00
5/5/2022	Exhibit 3 - Divinity	7	2	0.25	\$	3.50
5/5/2022	Exhibit 4 - Divinity	2	2	0.25	\$	1.00
5/5/2022	Exhibit 5 - Dvinity	2	2	0.25	\$	1.00
5/5/2022	Exhibit 6 - Divinity	2	2	0.25	\$	1.00
5/5/2022	Exhibit 7 - Divinity	1	2	0.25	\$	0.50
5/5/2022	Exhibit 8 - Divinity	3	2	0.25	\$	1.50
5/5/2022	Exhibit 9 - Divinity	2	2	0.25	\$	1.00
5/5/2022	Exhibit 10 - Divinity	2	2	0.25	\$	1.00
5/5/2022	Exhibit 11 - MSK Defs	34	2	0.25	\$	17.00
5/5/2022	Exhibit 12 - Divinity	47	2	0.25	\$	23.50
5/5/2022	Exhibit 13 - Complaint file-stamped	24	2	0.25	\$	12.00
5/5/2022	Exhibit 14 - Wilson Complaint	29	2	0.25	\$	14.50
5/5/2022	Exhibit 15 - Def Produced	115	2	0.25	\$	57.50
5/5/2022	Exhibit 16 - Divinity	2	2	0.25	\$	1.00
5/5/2022	Exhibit 17 - Divinity -Gun Form	1	2	0.25	\$	0.50
5/5/2022	CONFIDENTIAL- YTD Gross	2	1	0.25	\$	0.50
5/5/2022	Discovery-WBSE_Divinity_0496-0542 Payroll	47	1	0.25	\$	11.75
5/5/2022	CAPS Payroll Services Agreement	7	2	0.25	\$	3.50
5/8/2022	2022-5-8 Wilson opp mo dis fed	27	4	0.25	\$	27.00
5/10/2022	Discovery-WBSE_Response to Pl's RFP	47	1	0.25	\$	11.75
5/10/2022	WB Lucifer Notice of Ruling Ex	4	3	0.25	\$	3.00
5/12/2022	Discovery-Production WBSE	12	1	0.25	\$	3.00
5/12/2022	Discovery-RFP Set 1 Signed Verification	1	1	0.25	\$	0.25
5/12/2022	Paystubs	2	1	0.25	\$	0.50
5/12/2022	Dkt 25 Pl's FAC [final]	44	2	0.25	\$	22.00
5/19/2022	Discovery-Dep RFP to Divinity	14	1	0.25	\$	3.50
5/19/2022	Discovery-Depo Notice of Divinity	16	1	0.25	\$	4.00
5/20/2022	WB Depo Transcript [full]	174	1	0.25	\$	43.50
5/20/2022	WB Depo Transcript [condensed]	58	1	0.25	\$	14.50
5/24/2022	WB Joint Stipulation	3	2	0.25	\$	1.50
5/29/2022	5-2-07 Notice of Related Cases (to Green	70	1	0.25	\$	17.50
6/1/2022	Payne Signed RETAINER	13	1	0.25	\$	3.25
6/1/2022	2022-5 Simms Pinch	1	1	0.25	\$	0.25
6/2/2022	Discovery-BTL Stmt of Info	1	1	0.25	\$	0.25
6/14/2022	Dkt 28 order grnt Stip to File SAC	2	1	0.25	\$	0.50
6/22/2022	Dkt 30 Ntc of Settl & Jnt Stip	5	1	0.25	\$	1.25
6/24/2022	Dkt 31 Order re Reassmnt	4	1	0.25	\$	1.00
6/27/2022	Dkt 32 Ord Grnt Stip to Stay	2	1	0.25	\$	0.50
7/7/2022	Dkt 33 Joint Statemnt	6	2	0.25	\$	3.00
7/11/2022	filestamped Notice of Related Cases	4	3	0.25	\$	3.00
7/11/2022	Dkt 34 ntc of Related Case	4	1	0.25	\$	1.00
7/22/2022	Divinity_Wilson MOU	6	4	0.25	\$	6.00
8/11/2022	Simms 226 to WB Lucifer	1	1	0.25	\$	0.25
8/16/2022	Admin Bids-ILYM Group	3	1	0.25	\$	0.75
8/16/2022	Admin Bids-Phoenix	4	1	0.25	\$	1.00
8/16/2022	WB Fully Executed MOU	6	1	0.25	\$	1.50
8/17/2022	Admin Bids-Simpluris	4	1	0.25	\$	1.00
8/17/2022	Dkt 35 Sykes Standing Order	21	1	0.25	\$	5.25
8/18/2022	Payne 226 to WB Lucifer	1	1	0.25	\$	0.25
9/22/2022	PTL2020 Am Lucifer PAGA ltr-multi	6	1	0.25	\$	1.50
10/4/2022	Wbros_Notice Order of Cont SC	4	1	0.25	\$	1.00

**Copies and Printing**

10/23/2022	Settlement signed by AH	38	1	0.25	\$	9.50
10/26/2022	WB Divinity Decl 1228	4	2	0.25	\$	2.00
10/27/2022	Settlement added FLSA	39	1	0.25	\$	9.75
10/29/2022	the WB Wilson Decl 1222	4	1	0.25	\$	1.00
10/30/2022	Proposed Order Granting MPA	4	1	0.25	\$	1.00
10/31/2022	Consolidated Settlement Agrmnt Fully Executed	39	1	0.25	\$	9.75
10/31/2022	Divinity Declaration Signed	4	1	0.25	\$	1.00
10/31/2022	Stip to File Cons SAC	4	2	0.25	\$	2.00
10/31/2022	WB Harris Decl iso MPA 2212	115	1	0.25	\$	28.75
10/31/2022	WB Mot for Prelim App 1927	22	4	0.25	\$	22.00
10/31/2022	2022-10-31 Consolidated WB Complaint	28	1	0.25	\$	7.00
11/2/2022	Admin Bids-CPT Group	6	1	0.25	\$	1.50
11/3/2022	WB_Divinity_CPT Dec	27	1	0.25	\$	6.75
11/29/2022	Documents for Fee Petition	237	1	0.25	\$	59.25
11/30/2022	Call Log - G. Wilson	3	1	0.25	\$	0.75
11/30/2022	Call Log - Divinity 323	3	1	0.25	\$	0.75
11/30/2022	Call Log - Divinity 562	3	1	0.25	\$	0.75
11/30/2022	Call Log - Rossi	6	1	0.25	\$	1.50
11/30/2022	Divinity-Wilson_Settlement signed by Def	39	1	0.25	\$	9.75
12/12/2022	Wbros_Notice of Cont of Hrng	4	1	0.25	\$	1.00
12/14/2022	Fully Exec Updated Divinity WBSE	32	1	0.25	\$	8.00
12/14/2022	Ex 1 Fully Ex Divinity WBSE Aggrmnt	32	1	0.25	\$	8.00
12/14/2022	Ex 2 Divinity Revised Stlmnt Redline	32	1	0.25	\$	8.00
12/14/2022	WB Supp Harris Decl iso MPA	71	3	0.25	\$	53.25
12/18/2022	2018 ECF 0021-1 WB Rossi Dcl	3	1	0.25	\$	0.75
12/22/2022	Holt_Decl ISO Motion fr Prm App	4	1	0.25	\$	1.00
12/22/2022	Rossi_Decl_ISO_Mo prlm App	4	1	0.25	\$	1.00
12/23/2022	Dkt 38 Stipulation	4	1	0.25	\$	1.00
12/23/2022	Dkt38-1 Proposed Order	2	1	0.25	\$	0.50
12/24/2022	Holt Decl ISO Mot Prel App	4	1	0.25	\$	1.00
2/2/2023	WB Supp Harris Dcl iso MPA 1333	3	1	0.25	\$	0.75
2/13/2023	Proposed Order Grnt MPA w/ Exh	15	1	0.25	\$	3.75
2/16/2023	Wbros_Notice of Order MPA	5	1	0.25	\$	1.25
2/16/2023	Wbros_Notice of Order at Prelim	3	1	0.25	\$	0.75
2/16/2023	Divinity Final-Notice Only final	10	1	0.25	\$	2.50
4/1/2023	Wbros_Notice of Cont re Hrng	5	1	0.25	\$	1.25
						\$ 1,177.00

**PROOF OF SERVICE**

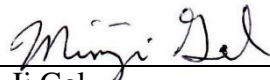
I am an attorney for Plaintiff herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 655 North Central Avenue, Glendale, California 91203. On April 21, 2023, I served the within document(s):

**DECLARATION OF ALAN HARRIS IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEY'S FEES, COSTS AND INCENTIVE AWARDS**

Electronic Service: Based on stipulation of the Parties, I cause 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:

SETH E. PIERCE  
sep@msk.com  
STEPHEN A. ROSSI  
sar@msk.com  
**MITCHELL SILBERBERG & KNUPP LLP**  
2040 Century Park East, 18th Floor  
Los Angeles, CA 90067  
Telephone: (310) 312-2000  
Facsimile: (310) 312-3100

I declare under penalty of perjury that the above is true and correct. Executed on April 21, 2023, at Los Angeles, California.

  
\_\_\_\_\_  
Min Ji Gal