

Electronically Received 02/16/2023 01:38 PM

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

Alan Harris (SBN 146079)
David Garrett (SBN 160274)
Min Ji Gal (SBN 311963)
HARRIS & RUBLE
655 North Central Avenue 17th Floor
Glendale, California 91203
Telephone: 323.962.3777
Facsimile: 323.962.3004
aharris@harrisandruble.com
dgarrett@harrisandruble.com
mgal@harrisandruble.com

Attorneys for Plaintiff
Jerome Divinity

FILED
Superior Court of California
County of Los Angeles

02/23/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Lim Deputy

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JEROME DIVINITY, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

WB STUDIO ENTERPRISES, INC., a
Delaware Corporation; JERRY
BRUCKHEIMER TELEVISION, INC., a
California Corporation; and DOE 1 through and
including DOE 10,

Defendants.

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

~~PROPOSED~~ **ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Complaint Filed: September 30, 2020
First Amended Complaint Filed:
December 15, 2020

1 **WHEREAS**, the Court has before it the unopposed motion by Plaintiffs Jerome Divinity and
2 Greg Wilson (“Plaintiffs”) for preliminary approval of a proposed class-action settlement.

3 **WHEREAS**, Plaintiffs made an application for an order preliminarily approving the settlement
4 of this action, in accordance with the Class Action and PAGA Settlement Agreement (“Settlement”) that
5 set forth the terms and conditions for a proposed settlement of the litigation upon the terms and
6 conditions set forth therein;

7 **WHEREAS**, the Court has read and considered the Motion for Preliminary Approval and
8 supporting Declarations of Alan Harris, Jerome Divinity and Greg Wilson; and

9 **WHEREAS**, all defined terms contained herein have the same meanings as those set forth in the
10 Settlement;

11 **IT IS HEREBY ORDERED:**

12 1. The Court hereby preliminarily approves the Settlement as being within the range of
13 possible approval and as disclosing no grounds to doubts as to its fairness.

14 2. The Settlement has been negotiated at arm’s-length and is preliminarily determined to be
15 fair, reasonable and adequate, pending final hearing and approval.

16 3. Solely for purposes of the proposed Settlement, a Settlement Class is hereby
17 provisionally certified pursuant to section 382 of the California Code of Civil Procedure as
18 follows: all below-the-line non-union production employees Defendant payrolled through Cast &
19 Crew or Entertainment Partners from April 5, 2016 through the date of Preliminary Approval and
20 all below-the-line union production employees Defendant payrolled through Cast & Crew or
21 Entertainment Partners who received a final check dated after the anticipated payday from April
22 5, 2017 through the date of Preliminary Approval (the “Settlement Class Members”). Excluded
23 from the Settlement Class are all persons who properly and timely submit a request for exclusion.

24 4. Solely for purposes of the proposed settlement, the Court does hereby preliminarily
25 approve (a) Alan Harris, David Garrett and Min Ji Gal of Harris & Ruble as Class Counsel; and
26 (b) Jerome Divinity and Greg Wilson as Class Representatives.

27 5. The deadline for serving the proposed Notice to class members is **March 21, 2023**. The
28 Notice is attached to this Order as **Exhibit 1**.

1 6. The deadline for Class Counsel to file a Motion for Final Approval of Settlement and
2 Motion for Attorney's Fees and Costs is **April 21, 2023**.

3 7. The deadline for the postmark on the Opt-out form and any Objection is **May 22, 2023**.

4 8. The deadline to respond to any class member objections is **June 9, 2023**.

5 9. The deadline to file the Administrator's Declaration under paragraph 7.3.5 of the
6 Settlement regarding compliance with its obligations under the Settlement, including providing
7 notice to the class, is **June 9, 2023**.

8 10. On **June 21, 2023**, at 9:00 a.m., a final fairness hearing shall be held before this Court, in
9 Department 6 or in such other Department as the Court may hereafter designate, to determine (a)
10 whether the proposed resolution of the litigation on the terms and conditions provided for in the
11 Settlement is fair, reasonable, and adequate and (b) the amount of attorney's fees and costs that
12 should be awarded to Class Counsel and the amount of an incentive payment that should be
13 awarded to the Class Representatives.

14 11. CPT Group Inc. is appointed as the third-party claims administrator.

15 12. The Settlement Administrator shall supervise and administer the notice procedure as
16 more fully set forth in the Settlement.

17 13. All Settlement Class Members who do not exclude themselves from the Settlement shall
18 be bound by all determinations and judgments in the litigation concerning the Settlement, whether
19 or not favorable to the Settlement Class. Any Settlement Class Member who wishes to be
20 excluded from the Settlement Class and not participate in the proposed Settlement must submit a
21 request for exclusion as more fully set forth in the Agreement.

22 14. The Court reserves the right to adjourn the date of the final-approval hearing without
23 further notice to the Settlement Class Members, and the Court retains jurisdiction to consider all
24 further applications arising out of or connected with the proposed Settlement.

25
26 **IT IS SO ORDERED.**

27 DATED: ~~ECG-EC~~



Elihu M. Berle

Elihu M. Berle / Judge

The Honorable Elihu M. Berle
Los Angeles Superior Court Judge

Exhibit 1

**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

| | |
|---|---|
| You Don’t Have to Do Anything to Participate in the Settlement | 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). |
|---|---|

| | |
|---|---|
| <p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is May 22, 2023</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, subsection 10 of this Notice.</p> |
| <p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by May 22, 2023</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>You Can Participate in the June 21, 2023 Final Approval Hearing</p> | <p>The Court's Final Approval Hearing is scheduled to take place on June 21, 2023 at 9:00 a.m.. 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 May 22, 2023 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 letters, 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 May 22, 2023, 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. On April 21, 2023, 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 www.cptgroupcaseinfo.com/WBDivinitySettlement or the Court's website <https://www.lacourt.org/documentimages/civilImages/SearchByCaseNumber.aspx>.

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 May 22, 2023.** 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 June 21, 2023 at 9:00 a.m. in Department 6 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 www.cptgroupcaseinfo.com/WBDivinitySettlement 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 CPT Group's website at:

www.cptgroupcaseinfo.com/WBDivinitySettlement, 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; 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: classmemberquestions@cptgroup.com

Mailing Address: 50 Corporate Park, Irvine, CA 92606

Telephone: 1-(888) XXX - XXXX

Fax Number: 949-419-3446

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.

1 **PROOF OF SERVICE**

2 I am an attorney for the plaintiffs herein, over the age of eighteen years, and not a party to the within
3 action. My business address is Harris & Ruble, 655 N. Central Ave., 17th Floor, Glendale CA, 91203.
4 On February 16, 2023, I served the within documents:

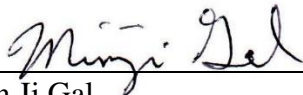
5 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY**
6 **APPROVAL OF CLASS-ACTION SETTLEMENT**

7 Electronic Service: Based on stipulation of the Parties, I cause the above-entitled document(s) to be
8 served through Case Anywhere addressed to all parties appearing on the electronic service list for the
9 above-entitled case and on the interested parties in this case:

10 SETH E. PIERCE (SBN 186576)
11 sep@msk.com
12 STEPHEN A. ROSSI (SBN 282205)
13 sar@msk.com
14 **MITCHELL SILBERBERG & KNUPP LLP**
15 2040 Century Park East, 18th Floor
16 Los Angeles, CA 90067
17 Telephone: (310) 312-2000
18 Facsimile: (310) 312-3100

19 Attorneys for Defendant
20 WB STUDIO ENTERPRISES INC.

21 I declare under penalty of perjury that the above is true and correct. Executed on February 16, 2023, at
22 Los Angeles, California.

23
24
25
26
27
28

Min Ji Gal