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13 SUPERIOR COURT OF CALIFORNIA
14 FOR THE COUNTY OF LOS ANGELES
15

16 SARAH TITHER-KAPLAN and TONI GAAL,
on behalf of themselves and all those similarly
17 situated,

18 Plaintiffs,

19 v.

20 JAMES FRANCO, VINCE JOLIVETTE, JAY
DAVIS, RABBITBANDINI PRODUCTIONS;
21 RABBITBANDINI PRODUCTIONS, LLC;
RABBITBANDINI FILMS, LLC; DARK
22 RABBIT PRODUCTIONS, LLC;
RABBITBANDINI PRODUCTIONS STUDIO 4,
23 LLC, and DOES 1-10

24 Defendants.
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Case No. 19STCV35156

[Assigned to the Honorable Ann I. Jones –
Dept. 11 – Spring Street Courthouse]

CLASS ACTION

**PLAINTIFFS' NOTICE OF JOINT MOTION
AND JOINT MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND INCORPORATED
MEMORANDUM OF LAW**

Date: TBD
Time: 8:30 a.m.
Dept: 11

[Concurrently filed herewith: Declarations;
Exhibits; and [Proposed] Order]

FILED
Superior Court of California
County of Los Angeles

JUN 24 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By S. DREW Deputy

RECEIVED
JUN 24 2021
Filing Window

06/29/2021

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD AND ALL INTERESTED**
2 **PARTIES:**

3 **PLEASE TAKE NOTICE** that on a date set by the Court following the filing of this motion or
4 as soon thereafter as the matter may be heard in Department 11, located at 312 North Spring Street, Los
5 Angeles, California 90012, Plaintiffs Sarah Tither-Kaplan and Toni Gaal (“Plaintiffs”), individually and
6 on behalf of all similarly situated individuals, will and hereby do move this Court for entry of the
7 proposed order filed concurrently herewith:

8 1. Preliminarily approving the entire settlement, as set forth in the Settlement Agreement and
9 submitted to this Motion as Exhibit A, for \$2,235,000.00 to be apportioned as follows;

10 a) \$894,000.00 to settle the Named Plaintiffs’ individual sexual exploitation claims.

11 b) \$1,341,000 for a Common Fund to settle the fraud claims from which 75 percent
12 shall be apportioned to the Master Fraud Class and 25 percent to the General Fraud
13 Class (together “Fraud Class”).

14 2. Preliminarily and conditionally certifying the proposed Fraud Class for purposes of
15 settlement only;

16 3. Preliminarily appointing the Named Plaintiffs as the Class Representatives for purposes of
17 settlement;

18 4. Preliminarily appointing Hadsell Stormer Renick & Dai LLP and Valli Kane & Vagnini,
19 LLP as Lead Class Counsel for purposes of settlement;

20 5. Preliminarily approving the application for payment to class counsel of reasonable
21 attorneys’ fees for which Class Counsel will make an application to the Court for an award of attorneys’
22 fees, expenses, or costs up to an amount not to exceed one-third of the Common Fund;

23 6. Preliminarily approving the payment of a service award in the amount of \$10,000 to each
24 of the Named Plaintiffs for a total of \$20,000.

25 7. Preliminarily approving settlement administration services to be provided by a Claims
26 Administrator to be agreed upon by the parties, estimated at \$16,000;

27 8. Approving as to form and content the proposed class notice;

28 9. Directing that the notice be mailed by first class United States mail and if no US Mail

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1 Address is available then via email to the Settlement Class members; and

2 10. Scheduling a final fairness approval hearing on the question of whether the proposed
3 settlement should be finally approved as fair, reasonable, and adequate as to the members of the Settlement
4 Class.

5 This motion is brought pursuant to Rule 3.769 of the California Rules of Court, on the grounds
6 that the Settlement and proposed Plan of Allocation are fair, reasonable, and adequate, and that all
7 requirements for class certification have been met.

8 This motion is based upon this Notice, the Memorandum of Points and Authorities, the Declaration
9 of Sara Wyn Kane and accompanying exhibits, the other records, pleadings, and papers filed in this action,
10 and upon such other documentary and oral evidence or argument as may be presented to the Court at the
11 hearing of this motion.

12
13 DATED: June 24, 2021

Respectfully submitted,

VALLI KANE & VAGNINI LLP


14
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16 By 
17 Sara Wyn Kane
18 Attorney for Plaintiffs
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs SARAH TITHER-KAPLAN and TONI GAAL (“Plaintiffs”) seek preliminary
4 approval of the Settlement that was reached with Defendants JAMES FRANCO, VINCE JOLIVETTE,
5 JAY DAVIS, RABBITBANDINI PRODUCTIONS; RABBITBANDINI PRODUCTIONS, LLC;
6 RABBITBANDINI FILMS, LLC; DARK RABBIT PRODUCTIONS, LLC; RABBITBANDINI
7 PRODUCTIONS STUDIO 4, LLC, and DOES 1-10 (collectively, the “Parties”).

8 The Settlement reached by Plaintiffs and Defendants includes (1) a monetary gross settlement
9 amount of \$2,235,000.00, for which Defendants are personally responsible, with their insurance carriers
10 advancing the settlement proceeds, of which \$894,000.00 is for the settlement of the Named Plaintiffs’
11 individual sexual exploitation claims and \$1,341,000.00 is for a Common Fund for the settlement of the
12 Master Fraud Class and General Fraud Class claims for which 75 percent will be apportioned to the
13 Master Fraud Class and 25 percent will be apportioned to the General Fraud Class; and (2) non-economic
14 relief for which the parties have agreed to request permission to present to the Court under seal.

15 The proposed Master Fraud Class consists of: All individuals who paid tuition for one or more
16 Master Class courses at Studio 4 Film School in New York or Los Angeles during the Class Period. The
17 proposed General Fraud Class consists of: All individuals who paid tuition for any course at Studio 4
18 Film School in New York or Los Angeles during the Class Period (together, the “Fraud Class”). See
19 Stipulation of Class Action and Individual Settlement (“Settlement Agreement,” “Agreement,” or “SA”)
20 ¶ 5, a true and correct copy of which is attached as Exhibit A.

21 With respect to the Fraud Class, Plaintiffs asserted claims against the Defendants under
22 California’s Unfair Competition Law, Bus. & Prof. Code §17200, et seq.; False Advertising Law, Bus
23 & Prof. Code §17500, et seq. (“FAL”); Consumer Legal Remedies Act, Civ. Code §1750, et seq.; Breach
24 of Contract; Breach of the Covenant of Good Faith and Fair Dealing; Unjust Enrichment; Negligent
25 Misrepresentation; Fraud; and False Promises in relation to Defendants’ alleged creation of a fraudulent
26 acting school for which the Fraud Class paid tuition based on misleading statements and
27 misrepresentations concerning the opportunities they would be provided through attending Studio 4.
28 Defendants deny any violations were committed and contend they complied with all relevant laws at all

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1 times. Defendants contend that they made no false representations to students, and that they provided
2 students with all services and benefits promised to them.

3 Excluded from the definition of Class Members for purposes of this Settlement are the “Sexual
4 Exploitation Class” who were defined in the First Amended Complaint as any female student actor who
5 attended Studio 4 in Los Angeles or New York and was subjected to sexual exploitation (discrimination,
6 harassment etc.) and either participated in at least one Master Class or Rabbit Bandini production or who
7 applied for, but was denied admission to, any Master Class or Rabbit Bandini production. However,
8 members of the excluded “Sexual Exploitation Class” may still be members of the General Fraud Class
9 and/or the Master Fraud Class.

10 With respect to the Sexual Exploitation claims, the Named Plaintiffs have agreed to release their
11 individual claims. The parties are requesting that the Sexual Exploitation class claims be dismissed
12 without prejudice with the Notice to the Class specifically informing class members that (1) the sexual
13 exploitation class claims are not being released as part of the Settlement, but are being dismissed, without
14 prejudice and (2) any sexual exploitation claims that would have been timely as of the date this Lawsuit
15 was filed are permitted to be filed.

16 Before the Parties reached a settlement, Plaintiffs conducted an extensive investigation of
17 Defendants’ practices at Studio 4 Film School, including interviewing approximately fifty (50) former
18 student actors and reviewing documentary evidence. This allowed Plaintiffs to thoroughly evaluate
19 liability and to estimate damages, and provided a sufficient basis upon which to negotiate a settlement.
20 The resolution was the result of arms-length negotiations following a full-day mediation session and a
21 half-day follow-up session with the highly skilled and experienced mediator, the Honorable Louis
22 Meisinger, with the first session taking place on June 22, 2020, and the second on August 26, 2020. The
23 Parties then engaged in many months of extensive negotiation to finalize the terms of the Settlement
24 Agreement, which led to an additional session with Judge Meisinger on May 21, 2021.

25 Overall, the Settlement is an excellent result for the Fraud Class. The Parties and their counsel
26 recognize the expense and length of continued proceedings necessary to litigate Plaintiffs’ disputes in
27 the Action through trial and through any possible appeals. The Parties also have taken into account the
28 uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such

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1 litigation. Named Plaintiffs and Class Counsel also have taken into account Defendants' agreement to
2 enter into a settlement that confers substantial benefits upon the Class Members.

3 Based on the foregoing, the Named Plaintiffs and Class Counsel have determined that the
4 Settlement set forth in this Stipulation is fair, adequate, and is in the best interests of all Class Members.
5 Accordingly, Plaintiffs seek approval of the proposed Settlement and ask the Court to conditionally
6 certify the Fraud Class, and set dates for providing notice of settlement to the Class, requests for
7 exclusion or objection, and the final approval and fee hearings.

8 **II. PROCEDURAL AND FACTUAL BACKGROUND**

9 **A. The Parties' Claims and Defenses**

10 Plaintiffs allege that Defendants James Franco, Vince Jolivette, and Jay Davis operated the
11 Defendant production companies and acting and film school (all under the Rabbit Bandini umbrella) in
12 such a way that the student actors who attended the acting and film school and/or worked on Rabbit
13 Bandini productions were knowingly subjected to fraud. Specifically, Plaintiffs allege that all of the
14 students of Studio 4 were deceived into paying for a fraudulent acting school designed to personally and
15 financially benefit the individual Defendants. Plaintiffs also alleged claims regarding sexual
16 harassment, exploitation, and coercion.

17 At all points during this litigation, Defendants have disputed Plaintiffs' contentions, and have
18 expressly denied all of the Plaintiffs' allegations. Specifically, Defendants contend that they provided
19 students with all benefits and services that were promised to them with respect to their attendance at the
20 film school. Defendants also deny all claims relating to sexual harassment, exploitation, and/or coercion.
21 Defendants have concluded that any further defense of the Action would be protracted and expensive for
22 all Parties, and that substantial amounts of Defendants time, energy, and resources have been and would
23 continue to be devoted to the defense of the asserted claims. Therefore, although Defendants contend they
24 are not liable for any of the claims alleged, they have agreed to settle in the manner and upon the terms of
25 the proposed Settlement Agreement.

26 **B. Procedural History and Settlement Negotiations**

27 On October 3, 2019, Sarah Tither-Kaplan and Toni Gaal filed a class-action lawsuit against
28 James Franco, Vince Jolivette, Jay Davis, RabbitBandini Productions; RabbitBandini Productions, LLC;

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1 RabbitBardini Films, LLC; Dark Rabbit Productions, LLC; RabbitBandini Productions Studio 4, LLC,
2 and Does 1-10, titled *Sarah Tither-Kaplan, et al. v. James Franco, et al.*, Case No. 19STCV35156,
3 alleging Sexual Discrimination, Sexual Harassment, Interference with the Exercise of Civil Rights in
4 Violation of the Bane Act, Violation of California Business and Professions Code, Violation of the
5 Consumer Legal Remedies Act, Untrue and Misleading Advertising, Breach of Contract, Breach of the
6 Implied Covenant of Good Faith and Fair Dealing, Negligent Misrepresentation, Fraud, False Promise,
7 and Unjust Enrichment. The matter is pending before Your Honor. See Declaration of Sara Wyn Kane
8 (“Kane Decl.”) ¶ 4. On or about February 28, 2020, Defendants filed a demurrer and motion to strike
9 certain portions of the Original Complaint. Kane Decl., ¶ 4. On or about March 30, 2020, the First
10 Amended Class Action Complaint was filed which contained the sum and substance of the allegations
11 in the Original Complaint. Kane Decl., ¶ 4.

12 In the months since the Complaints were filed, the Parties explored settlement of the claims. To
13 facilitate these negotiations, the Parties exchanged information and documents in order to conduct a
14 detailed legal and factual analysis regarding the (1) potential liability if the claims were to proceed, (2)
15 relative strengths and weaknesses of the legal merits of their respective positions; and (3) the risks
16 associated with each side’s respective positions.

17 **C. Investigation and Discovery**

18 The Plaintiffs engaged in an extensive investigation of the claims alleged, including interviewing
19 approximately fifty (50) potential class members and witnesses about their experiences at Studio 4 and
20 with the individual defendants. Class Counsel was able to interview former student actors, both in person
21 and telephonically, from the Los Angeles and New York Studio 4 locations in order to understand the
22 common policies and practices that applied to all Class Members. Plaintiffs also interviewed former
23 Studio 4 employees to gain a better understanding of the operations of the school. In addition to the
24 documents provided by Defendants, which included social media posts, contracts, syllabi, casting
25 decisions, course descriptions, handbooks, nudity riders, and time sheets. Plaintiffs also reviewed
26 records of tuition payments, text messages and emails between class members and the individual
27 defendants, screenplays, public allegations and complaints made against James Franco, and other
28 relevant documents provided by Plaintiffs and witnesses.

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1 In preparation for mediation and in the course of the litigation, Class Counsel also investigated
2 and analyzed the applicable state law as applied to the facts discovered with regard to the claims asserted
3 and the potential defenses thereto. Kane Decl., ¶ 28.

4 **D. Mediation**

5 The Parties then participated in a combined approximately 2 days of arm's-length and informed
6 negotiations during virtual mediation sessions with the Honorable Louis Meisinger on June 22, 2020,
7 August 26, 2020 and May 21, 2021. While the first mediation resulted in an agreement on the financial
8 terms of the resolution, the parties required the second day for assistance on working toward a resolution
9 on the non-economic terms and the final date to assist in finalizing those terms in the final long-form
10 settlement agreement. While the second mediation helped clarify the parties' positions with respect to the
11 non-economic terms, the Parties continued to actively negotiate for an additional five months until a
12 Memorandum of Understanding ("MOU") containing all material points of the settlement was signed by
13 all parties on January 21, 2021. The MOU was then reduced to a long-form settlement agreement. Kane
14 Decl., ¶ 29.

15 **III. SUMMARY OF THE SETTLEMENT**

16 **A. THE SETTLEMENT CLASSES**

17 The Parties seek preliminary certification of the Fraud Class, which is further defined as follows:

18 **Master Fraud Class:**

19 Any individual who paid tuition for one or more Master Class courses at Studio 4 Film
20 School during the Class Period

21 **General Fraud Class:**

22 Any individual who paid tuition for any course at Studio 4 Film School in Los Angeles
23 or New York during the Class Period

24 *See* Settlement Agreement ¶ 5. at Exhibit A.

25 **B. SETTLEMENT FUND AND PROGRAMMATIC RELIEF**

26 The Settlement Agreement provides that, if approved, the Gross Settlement Amount of
27 \$2,235,000.00 is to be apportioned as follows: (a) \$894,000.00 to settle the Named Plaintiffs' individual
28 sexual exploitation claims including a one-third apportionment for attorneys' fees; and (b)
\$1,341,000.00 for a Common Fund to settle the Fraud Class from which 75 percent shall be apportioned

1 to the Master Fraud Class and 25 percent to the General Fraud Class and from which Class Counsel will
2 make an application to the Court for a one-third award of attorneys' fees, expenses and/or costs, as well
3 as the costs of the Claims Administration and the service awards to the Named Plaintiffs.

4 In addition to the monetary terms set forth in the Settlement Agreement, the parties have agreed
5 to additional non-economic relief as well, which the Parties are requesting permission to present to the
6 Court under seal.

7 The Settlement Agreement includes the resolution and general release of the Named Plaintiffs'
8 sexual exploitation and fraud claims. It does not, however, include the release of the sexual exploitation
9 class claims, which the Parties are requesting be dismissed without prejudice.

10 **1. COMMON FUND SETTLEMENT**

11 Under the Parties' agreement, the Fraud Class Settlement is a non-claims made, non-reversion
12 common fund settlement with the Plaintiffs' counsels' fees and costs (including the cost of
13 administration) deriving from the common fund. All individuals who fit within the Fraud Class
14 definition will automatically be entitled to a share of the Common Fund Settlement after deductions for
15 the Court-approved attorneys' fees and costs for Class Counsel, Court-Approved Claims Administrator
16 Costs, and Court-approved Service Awards to the Named Plaintiffs.

17 The remaining settlement amount ("Net Settlement") will be allocated to Fraud Class members
18 based on the amount of tuition paid to Studio 4. Each Participating Class Member's Individual
19 Settlement Payment will be calculated solely by the Settlement Administrator according to the following
20 formula:

21 (1) Master Fraud Class members: the 75% of the Net Settlement Amount that was allocated to
22 payment of Master Class students will be divided evenly among all student enrollments in all Master
23 Classes during the Class Period to come up with a "per Master Class enrollment amount." That amount
24 will be then multiplied by the number of Master Classes in which each Master Class student enrolled
25 during the Class Period to determine each Master Class student's Individual Settlement Payment. For
26 example, if a Master Class student enrolled in only one Master Class during the Class Period, his or her
27 Individual Settlement Payment would be equal to the per Master Class enrollment amount. If he or she
28 enrolled in two Master Classes during the Class Period, his or her Individual Settlement Payment would

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1 be double the per Master Class enrollment amount.

2 (2) General Fraud Class members: the 25% of the Net Settlement Amount that was allocated to
3 payment of General Class students will be divided evenly among all students paying monthly tuition
4 during the Class Period to come up with a "General Class tuition amount." That amount will be then
5 multiplied by the number of months in which each General Class student was enrolled during the Class
6 Period to determine each General Class student's Individual Settlement Payment. For example, if a
7 General Class student paid only one month of tuition during the Class Period, his or her Individual
8 Settlement Payment would be equal to the per General Class tuition amount. If he or she enrolled in
9 two months of General Classes during the Class Period, his or her Individual Settlement Payment would
10 be double the per General Class tuition amount. If a General Class student also enrolled in one or more
11 Master Classes during the Class Period, his or her Individual Settlement Payment would be the total of
12 both the Master Class amount and the General Class amount.

13 See Settlement Agreement ¶ 7(b)(i). at Exhibit A.

14 The Settlement does not include a "clear sailing" attorney's fee provision. Defendants have only
15 agreed not to object to a reasonable fee. SA at ¶ 7(d); Kane Decl., ¶ 23. With respect to the class
16 resolution, Plaintiffs intend to limit their application to one-third of the total Common Fund Settlement
17 of \$1,341,000.00 and for the reimbursement of reasonable costs, which are estimated to be no more than
18 \$41,000. SA at ¶ 7(d); Kane Decl., ¶¶ 23-24. The two Named Plaintiffs will each seek \$10,000 for a
19 service fee award, in addition to their shares as a class member. SA at ¶ 7(c); Kane Decl., ¶ 25. These
20 payments are intended to recognize (a) the time and effort that these individuals have expended on behalf
21 of the Fraud Class in assisting Class Counsel with the prosecution and settlement of their and the Class
22 Members' claims, and the consequent value they have conferred to the Class Members, and (b) the
23 substantial exposure and risk they incurred by taking a leadership role in the litigation. Class Members
24 will have sixty (60) to eighty (80) days after Class Notice is mailed or emailed to file written objections
25 with the Court or to request exclusion. SA at ¶ 6(c); Kane Decl., ¶ 17. All Class Members who do not
26 file a request for exclusion will release any claims they may have had against Defendants with respect
27 to the fraud allegations alleged in the First Amended Complaint. SA at ¶ 6(b); Kane Decl., ¶ 15. If an
28 Individual Settlement Payment check remains uncashed after one hundred eighty (180) days from

1 issuance, the Settlement Administrator shall pay over the total amounts represented by the uncashed
2 checks to the National Women's Law Center. Such payment shall be made anonymously, with no
3 reference made to any Party or to this Action. In such event, the Participating Class Members who do
4 not opt out of the Settlement, regardless of whether they cashed or did not cash their settlement checks,
5 shall nevertheless remain bound by the Settlement.

6 **2. NOTICE PLAN AND PROPOSED SCHEDULE**

7 Upon receipt of the Class Information, the Settlement Administrator shall perform a search based
8 on the National Change of Address (NCOA) Database maintained by the United States Postal Service to
9 update and correct any known or identifiable address changes. If needed, the Settlement Administrator
10 will also attempt to determine a correct address through the use of skip-tracing, emailing, utilizing social
11 media searches, working with Class Counsel who may have updated contact information for Class
12 Members, and/or any other type of automated search available. SA at ¶ 6(a)(i); Kane Decl., ¶ 22. Within
13 ten (10) calendar days after the Settlement Administrator has finalized the Settlement Payment
14 Calculations, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members
15 via regular First Class U.S. Mail, or if no mailing address is available, will email Notice Packets to all
16 Class Members for whom an email address is available. The address identified by the Settlement
17 Administrator as the current mailing address shall be presumed to be the most current mailing address for
18 each Class Member. The Parties agree that this procedure for notice provides the best practical notice to
19 Class Members and fully complies with due process. SA at ¶ 6(a)(i); Kane Decl., ¶ 22.

20 Any Notice Packet returned to the Settlement Administrator as non-delivered on or before the
21 Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address
22 is provided, the Settlement Administrator shall promptly attempt to determine a correct address through
23 the use of skip-tracing, emailing, utilizing social media searches, working with Class Counsel who may
24 have updated contact information for Class Members whose Notice Packets were returned, or other type
25 of automated search, and shall then perform re-mailing to the Class Member whose Notice Packet was
26 returned as non-delivered, assuming another mailing address is identified by the Settlement Administrator.
27 The Settlement Administrator will also email the Notice Packet to the Class Member. Class Members
28 who are sent a re-mailed Notice Packet shall have their Response Deadline extended by twenty (20) days

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1 from the date the Settlement Administrator re-mails the Notice Packet. If these procedures are followed,
 2 notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the
 3 Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless remain a Class
 4 Member and shall be bound by all terms of the Settlement and the Order and Final Judgment. SA at ¶
 5 6(a)(ii); Kane Decl., ¶ 22.

6 The following schedule sets forth a proposed sequence for the relevant dates and deadlines to
 7 follow preliminary approval of the Settlement. This schedule is also set forth in the proposed order filed
 8 concurrently herewith.

10 11 12 13 14	Within five (5) calendar days after entry of the Court's Order of Preliminary Approval:	Defendants will produce the Class List and Data to the Claims Administrator and Class Counsel in a readable Microsoft Excel Spreadsheet (if feasible), which shall include for each Class Member: (1) full name; (2) most recently known mailing address; (3) telephone number(s); (4) Social Security Number; (5) classes taken at Studio 4 including whether it was a general or master class as defined in the First Amended Class Complaint; and (6) total amount of tuition paid.
15 16	Within fourteen (14) calendar days after Settlement Administrator provided Class List	Settlement Administrator to calculate damages
17 18 19	Within seven (7) calendar days after provided with calculations from Settlement Administrator	Counsel to review calculations
20 21	Within three (3) calendar days after receiving comments from Class Counsel	Settlement Administrator will finalize Settlement Payment Calculations
22 23 24	Within ten (10) calendar days after Settlement Administrator Finalizes Settlement Payment Calculations	Notice shall be mailed to all Class Members, via first class United States mail, using the most current mailing address. Notice shall also be emailed to all Class Members for whom no mailing address is available.
25 26	Within sixty (60) calendar days after Class Notice is mailed	Last day for members of the Settling Class to submit a written request to the Settlement Administrator for exclusion from the settlement and/or to submit a written brief or statement of objection (Response Deadline).

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1 2 3	Within eighty (80) calendar days after Class Notice is mailed	Last day for members of the Settling Class who have been sent a re-mailed Notice Packet to submit a written request to the Settlement Administrator for exclusion from the settlement and/or to submit a written brief or statement of objection (Response Deadline).
4 5	Within ten (10) calendar days after the Response Deadline	Settlement Administrator shall provide Counsel with a complete list of all Class Members who submitted a timely and valid request for exclusion.
6 7 8	Within fourteen (14) calendar days after notification by Settlement Administrator of the number of Class Members who timely excluded themselves	Defendants shall have the right to revoke the settlement if 5 percent or more of the Class Members timely exclude themselves
9	150 calendar days after Order of Preliminary Approval	Plaintiffs file Motion for Final Approval of Class Action Settlement and Motion for Attorney's Fees and Costs.
10 11	At least 150 calendar days plus 16 court days after Order of Preliminary Approval	Final Approval Hearing
12	Within seven (7) calendar days after the Effective Date ¹	Defendants shall provide the Settlement Administrator with the Gross Settlement Amount
13 14 15	Within seven (7) calendar days after Defendants provide the Settlement Administrator with the Gross Settlement Amount	Settlement Administrator shall be entitled to withdraw from the QSF its Settlement Administration Costs from the Common Fund
16 17 18	With fourteen (14) calendar days after Defendants provide the Settlement Administrator with the Gross Settlement Amount	Settlement Administrator shall pay Class Counsel any Court-approved attorneys' fees and costs
19 20 21	Within fourteen (14) calendar days after Defendants provide the Settlement Administrator with the Gross Settlement Amount	Individual Settlement Payments will be mailed by the Settlement Administrator via regular First Class U.S. Mail
22 23 24	Within fourteen (14) calendar days after Defendants provide the Settlement Administrator with the Gross Settlement Amount	The Class Representative Service Awards will be paid to the Named Plaintiffs

¹ The Effective Date is (a) the date upon which the Final Order and Judgment is entered by the Court, if there are no objections to the Settlement; or (b) if there are objections and an appeal, review, or writ is not sought from the Final Order and Judgment, the 61st day after the date the Final Order and Judgment is entered; or (c) if appeal, review or writ is sought from the Final Order and Judgment, the date upon which all appellate and/or other proceedings have been terminated in such a manner as to permit the Final Order and Judgment to take effect in substantially the form described herein.

1 180 calendar days after
2 checks issued:

Checks valid for 180 days after issuance. After that date, any funds from uncashed checks will be sent to the National Women's Law Center.

3 **IV. PRELIMINARY APPROVAL OF THE SETTLEMENT IS APPROPRIATE**

4 By this Motion, the Plaintiffs seek preliminary approval of the Settlement Agreement. A class
5 action may not be compromised or settled without approval of the Court. Cal. R. Ct. 3.769. The decision
6 to approve or reject a proposed settlement is committed to the sound discretion of the Court. *Wershba*
7 *v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 234-35 (2001). Public policy and the law generally
8 favor settlement, particularly in class actions and other complex cases where substantial resources can
9 be conserved by avoiding the time, cost, and rigors of formal litigation. *See In re Microsoft I-V Cases*,
10 135 Cal. App. 4th 706, 723 n.14 (2006).

11 The process for court approval of a class action settlement requires two steps. Cal. R. Ct. 3.769
12 (c), (g). "First, the court preliminarily approves the settlement and the class members are notified as
13 directed by the court." *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1118 (2009) (citing
14 Cal. R. of Ct. 3.769(c)-(f)). "Second, the court conducts a final approval hearing to inquire into the
15 fairness of the proposed settlement." *Id.* (citing Cal. R. of Ct. 3.769(g)).

16 The purpose of the preliminary evaluation of a proposed class action settlement is to determine
17 only whether the settlement is within a reasonable range of possible approval, and thus whether notice
18 to the class of the terms and conditions and the scheduling of a formal fairness hearing is warranted.
19 *Wershba*, 91 Cal. App. 4th at 234-35; *see North County Contractor's Assn., Inc. v. Touchstone Ins.*
20 *Services*, 27 Cal. App. 4th 1085, 1089-90 (1994). To make the fairness determination, the Court should
21 consider several factors, including "the strength of plaintiffs' case, the risk, expense, complexity and
22 likely duration of further litigation, the risk of maintaining class action status through trial, the amount
23 offered in settlement, the extent of discovery completed and the stage of the proceedings, [and] the
24 experience and views of counsel." *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *see*
25 *also In re Microsoft I-V Cases*, 135 Cal. App. 4th at 723. "The list of factors is not exclusive and the
26 court is free to engage in a balancing and weighing of the factors depending on the circumstances of
27 each case." *Wershba*, 91 Cal. App. 4th at 245.

28 A proposed settlement is presumed fair where: "(1) the settlement is reached through arm's-

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1 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
2 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.”
3 *Dunk*, 48 Cal. App. 4th at 1802. Moreover, as addressed below, a consideration of all of the relevant
4 factors directs a finding that the Settlement is fair, adequate and reasonable.

5 **A. The Strength of Plaintiffs’ Case Balanced Against the Amount Offered in**
6 **Settlement Weighs in Favor of Approval**

7 Of the factors that the Court must consider in determining fairness, “[t]he most important factor
8 is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.”
9 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 130 (2008) (citation omitted). While Plaintiffs
10 firmly believe in the strength of their case, they are also mindful of the significant risks in proceeding to
11 a trial on the issues in this litigation. On balance, these factors weigh strongly in favor of the Settlement.

12 **1. RISK, EXPENSE, COMPLEXITY AND THE LIKELY DURATION OF**
13 **FURTHER LITIGATION**

14 Plaintiffs recognize the inherent risks and uncertainty of litigation, including that the Class could
15 receive nothing, and understand the benefit of providing significant settlement payments to the Class
16 now. Plaintiffs’ claims involve disputed legal issues and fact-specific arguments that the Parties have
17 been litigating fiercely since inception of the actions. While the Parties firmly believe in the strength of
18 their respective positions, they also recognize that their respective positions could fail, either at the class
19 certification stage or on the merits at trial. Kane Decl., ¶ 31.

20 If the proposed Settlement had not been achieved, continued litigation of the claims would take
21 substantial time and possibly confer no benefit upon the Class. The Plaintiffs recognize that litigation
22 can extend for many years due to the many hurdles facing plaintiffs in these class actions. It was also
23 likely that the actions would continue to be fiercely litigated by the Parties; accordingly, many more
24 years of litigation, which inevitably involve significant additional expenses, were a real possibility. By
25 contrast, the Settlement will yield a prompt, certain, and substantial recovery for the Class, without need
26 for additional time or judicial resources. Kane Decl., ¶ 31.

27 **2. THE AMOUNT OF THE SETTLEMENT**

28 The total settlement is \$2,235,000.00, which includes payment to the Fraud Class members, the

1 Named Plaintiffs' service awards, the Named Plaintiffs' individual sexual exploitation claims for which
2 they are executing general releases, attorneys' fees and costs, and administrative costs. Plaintiffs'
3 counsel will apply for up to 33.3% in attorneys' fees, and for the reimbursement of no more than \$41,000
4 in costs. The Parties have agreed to a service award for each of the Named Plaintiffs of \$10,000, for a
5 total of \$20,000. The Parties expect that the administrative costs will not exceed \$16,000. The Common
6 Fund is \$1,341,000, thus after deducting Named Plaintiff Service Awards, attorneys' fees and costs and
7 administrative costs, the class members will share in the sum of \$827,045. Kane Decl., ¶ 10.

8 The individual payments to the Class Members will be made based on the tuition each Class
9 Member paid to Studio 4 during the Class Period with a higher percentage, 75% of the total settlement
10 amount being allocated to the Master Fraud Class members and 25% being allocated to the General
11 Fraud members. Kane Decl., ¶ 11. This allocation is appropriate due to the concentration of alleged
12 fraudulent representations and anticipated opportunities surrounding the Master Classes as compared to
13 the General Classes where there was not the same level of expectation and students received a greater
14 benefit for the tuition paid. Given the information provided by the Defendants related to the number of
15 students who paid tuition during the relevant timeframe, the Master Fraud Class Plaintiffs are receiving
16 90% of the tuition paid, AFTER all anticipated fees and expenses as set forth further herein, a significant
17 benefit. The strength of Plaintiffs' claims, with consideration of Defendants' defenses and the risks if
18 the Parties were to litigate through final judgment and appeal, balanced against the proposed settlement
19 amount, weigh in favor of finding that the Settlement is fair, adequate, and reasonable. Kane Decl., ¶
20 31.

21 **B. The Extent of Discovery Completed, Stage of the Proceedings, and Experience and**
22 **Views of Counsel**

23 As set forth above, the Parties had engaged in extensive discovery at the time the case settled.
24 The Parties had sufficient information and extensive knowledge about the strengths and weaknesses of
25 each other's cases to negotiate a fair settlement. Kane Decl., ¶ 28.

26 The Settlement was the result of arm's-length bargaining. At all times, the Parties and their
27 counsel have negotiated vigorously with each other and over an extended time period. The Parties have
28 investigated the facts relating to the claims alleged in this action, and have made a thorough study of the

1 legal principles applicable to the claims asserted against Defendants. The Parties participated in one
2 extended day of mediation and one half day of mediation with the Honorable Louis Meisinger, who is a
3 highly regarded mediator, before reaching a settlement. The Parties exchanged discovery that permitted
4 both parties to further evaluate the claims and defenses. Kane Decl., ¶¶ 5, 28. After the second mediation
5 was conducted, both Parties continued to engage in significant and lengthy discussions to determine
6 each party's respective position and ultimately reach a resolution of the claims. The Parties then had an
7 additional session with Judge Meisinger on May 21, 2021. Kane Decl., ¶ 5. These discussions, along
8 with the discovery produced, and the mediation confirmed that Plaintiffs' assessments were correct and
9 that the settlement is fair, reasonable, and adequate. Kane Decl., ¶¶ 5, 28, 31.

10 Also as set forth above and in the declarations filed herewith, counsel are highly experienced in
11 class action and other complex litigation, and counsel for all parties believe that the settlement is fair,
12 reasonable, and adequate. Plaintiffs' counsel has substantial litigation experience in class actions, and
13 is fully familiar with the legal and factual issues in this case. Kane Decl., ¶¶ 6, 33-35. These factors
14 support a presumption of fairness as well as a finding that that the Settlement is fair, adequate, and
15 reasonable.

16 **C. SERVICE AWARDS**

17 “[A] class representative is entitled to a fee in a California class action.” *Cellphone Termination*
18 *Fee Cases*, 186 Cal. App. 4th 1380, 1394 (2010) (affirming order approving \$10,000 incentive award to
19 each of four class representatives). Named plaintiffs may receive enhancement or service awards based
20 on the rationale that they “should be compensated for the expense or risk they have incurred in conferring
21 a benefit on other members of the class.” *Clark v. Am. Residential Services LLC*, 175 Cal. App. 4th 785,
22 806 (2009); see also *Bell v. Farmers Ins. Exchange*, 115 Cal. App. 4th 715, 726 (2004) (affirming order
23 for “‘service payments’ to the four Class Representatives compensating them for their efforts in bringing
24 the action”). In deciding whether to approve an incentive award, a court should consider: “(1) the risk
25 to the class representative in commencing suit, both financial and otherwise; (2) the notoriety and
26 personal difficulty encountered by the class representative; (3) the amount of time and effort spent by
27 the class representative; (4) the duration of the litigation and; (5) the personal benefit (or lack thereof)
28 enjoyed by the class representative as a result of the litigation.” *In re Cellphone Fee Termination Cases*,

1 186 Cal. App. 4th 1380, 1394-95 (internal quotation marks omitted). All of these factors support the
2 requested service awards for the Named Plaintiffs. The Named Plaintiffs took on substantial risk in being
3 publicly named. Not only have they been subjected to substantial online harassment and scorn, they also
4 risked damaging their careers. Plaintiffs also spent a significant amount of time actively prosecuting this
5 action for the Class, including assisting Class Counsel in the development of the case, responding to
6 Requests for Production and Interrogatories from multiple Defendants, assisting in the preparation of
7 the case for mediation, and attending the virtual mediation. The Named Plaintiffs were also prepared to
8 participate in the litigation for several more years if the Settlement had not been reached. As a result,
9 the requested service payment of \$10,000 is a reasonable amount considering their service in bringing
10 and prosecuting the actions, the risks they have taken by agreeing to be named plaintiffs, and their
11 execution of a general release. Kane Decl., ¶ 25; see, e.g., *Munoz v. BCI Coca-Cola Bottling Co. of Los*
12 *Angeles*, 186 Cal. App. 4th 399 (approving \$5,000 incentive award for two class representative as part
13 of \$1.1 million, wage and hour class action settlement).

14 **D. ATTORNEY'S FEES**

15 The terms or application for approval of attorney's fees "must be set forth in full in any
16 application for approval of the dismissal or settlement of an action that has been certified as a class
17 action." Cal. R. Ct. 3.769(b). Here, Plaintiffs will seek an attorney's fee award of \$446,553.00, or
18 33.33% of the Common Fund of \$1,341,000.00. California courts typically calculate attorney's fees in
19 a class action settlement as a percentage of the common fund, so long as the amount is "cross-checked"
20 against the value of the lodestar. *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 45 (2000).
21 The lodestar may be enhanced based on factors such as the amount at stake, the result obtained by
22 counsel and the benefit obtained for the class. *Id.* at 45-46 (citations omitted).

23 In connection with the Motion for Attorneys' Fees and Costs, Plaintiffs will present evidence of
24 their hours worked and hourly rates to provide the Firms' lodestar for a lodestar cross check. Kane Decl.,
25 ¶ 23. The California Supreme Court reaffirmed the percentage of fund method for allocating fees when
26 it approved a fee award of one-third (33.33%) of the total recovery in an employment class action.
27 *Laffitte v. Robert Half Internat. Inc.*, 231 Cal. App. 4th 860, 878 (2014) (concluding that award of one-
28 third the common fund was "consistent with, and in the range of, awards in other class action lawsuits");

1 *In re Consumer Privacy Cases*, 175 Cal. App. 4th 545, 557 n.13 (2009) (“Empirical studies show that,
2 regardless whether the percentage method or the lodestar method is used, fee awards in class actions
3 average around one-third of the recovery.”); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 (2008)
4 (same). Here, Plaintiffs seek an attorneys’ fees amount of 33.33% of the common fund, which is in line
5 than the customarily approved amount in California courts. Accordingly, the requested attorney’s fees
6 are appropriate and should be preliminarily approved.

7 **V. CONDITIONAL CLASS CERTIFICATION IS APPROPRIATE**

8 The Court has broad discretion to certify a class for purposes of a class action settlement. *Dunk*,
9 48 Cal. App. 4th at 1807 n.19 (holding that class certification in settlement cases is subject to a “lesser
10 standard of scrutiny”). A court may certify a settlement class “when the question is one of a common
11 or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring
12 them all before the court.” Code. Civ. P. § 382; *see also* Cal. R. Ct. 3.769(d). The basic requirements to
13 sustain any class action are: (1) an “ascertainable class,” and (2) “a well-defined community of interest
14 among class members.” *Sav-on Drug Stores, Inc. v. Superior Court*, 34 Cal. 4th 319, 326 (2004). Here,
15 Plaintiffs have provided a summary of the arguments and evidence which support conditional
16 certification of a class for purposes of settlement.

17 **A. The Proposed Settlement Class is Ascertainable and Numerous**

18 The proposed Settlement Classes are defined as follows:

19 **Master Fraud Class:**

20 Any individual who paid tuition for one or more Master Class courses at Studio 4 Film
21 School in Los Angeles or New York during the Class Period

22 **General Fraud Class:**

23 Any individual who paid tuition for any course at Studio 4 Film School in Los Angeles
24 or New York during the Class Period (together, the “Fraud Class”).

25 SA ¶ 5.

26 This proposed class definition is both objective and narrowly defined, and the class is easily
27 ascertainable from Defendants’ records. Based on the discovery conducted, Plaintiffs estimate a
28 Settlement Class of 1,520 members. Kane Decl., ¶ 7. The proposed class is, therefore, so large that

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1 joinder is not practicable.

2 **B. The Community of Interest Requirement Is Met for Purposes of a Settlement Class**

3 A community of interest encompasses three factors: “(1) predominant common questions of law
4 or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives
5 who can adequately represent the class.” *Sav-On Drug Stores*, 34 Cal.4th at 326; *Fireside Bank v.*
6 *Superior Court*, 40 Cal.4th 1069, 1089 (2007).

7 **1. COMMON ISSUES OF LAW AND FACT PREDOMINATE**

8 To determine whether common questions predominate, a court should look at “the theory of
9 recovery advanced by the proponents of certification.” *Brinker Restaurant Corp. v. Superior Court*, 53
10 Cal. 4th 1004, 1021-22 (2012). “As a general rule if the defendants’ liability can be determined by facts
11 common to all members of the class, a class will be certified even if the members must individually
12 prove their damages.” *Id.* at 1022 (citation omitted). There are a number of common questions of fact
13 and law among class members for purposes of a settlement class, including, but not limited to:

- 14 1. Whether Defendants’ engaged in conduct that was unlawful, unfair or fraudulent;
- 15 2. Whether Defendants’ advertising was likely to deceive tuition-paying students;
- 16 3. Whether Defendants’ engaged in conduct that was false, misleading or likely to deceive;
- 17 4. Whether Defendants violated California’s False Advertising Law, Cal. Civ. Code §17500
18 (“FAL”);
- 19 5. Whether Defendants unjustly received tuition money and other funds from Plaintiffs and
20 class members;
- 21 6. Whether Defendants breached contracts;
- 22 7. Whether Defendants breached the implied covenant of good faith and fair dealing;
- 23 8. Whether Defendants are liable for intentional and/or negligent misrepresentations;
- 24 9. Whether Defendants are liable for making false promises;

25 **2. TYPICALITY**

26 To satisfy the typicality requirement, the class representative’s interests must be similar to those
27 of class members but they do not need to be identical. *Richmond v. Dart Industries, Inc.*, 29 Cal. 3d 462
28 (1981); *see Classen v. Weller*, 145 Cal. App. 3d 27, 46 (1983). The Class Representatives’ claims here

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1 are typical of those in the class for purposes of settlement because they arise from the same factual basis
2 and are based on the same legal theories as those applicable to the Settlement Class members. The two
3 Named Plaintiffs were subjected to the same policies and practices related to paying tuition for General
4 and/or Master Classes at Studio 4 as the other Settlement Class members, and they seek the same relief
5 for injuries resulting from these same policies and practices. Thus, the two Class Representatives can
6 adequately and fairly represent the interests of the class because their individual interests are consistent
7 with those of the class. Kane Decl., ¶ 32.

8 **3. PLAINTIFFS AND CLASS COUNSEL WILL FAIRLY AND**
9 **ADEQUATELY REPRESENT THE CLASS**

10 The class representative must “vigorously and tenaciously protect the interest of the class.”
11 *Simons v. Horowitz*, 151 Cal. App. 3d 834, 846 (1984). The Class Representatives are adequate class
12 representatives because they raised claims reasonably expected to be raised by members of the class.
13 They do not have any conflicts of interest with the class, each cooperated with Plaintiffs’ counsel in
14 making themselves available to provide discovery, and each was prepared to testify at trial.

15 Adequacy of representation also looks at whether Plaintiffs’ counsel are qualified to conduct the
16 litigation. *McGhee v. Bank of America*, 60 Cal. App. 3d 442, 450 (1976). Plaintiffs seek the appointment
17 of Hadsell Stormer Renick & Dai LLP and Valli Kane & Vagnini, LLP as Lead Class Counsel. Both
18 firms are highly experienced class counsel, having handled dozens of class actions, as well as other types
19 of complex litigation. In addition, both firms have served effectively as lead counsel in this action, having
20 been charged with the responsibilities of coordinating with other plaintiffs’ and defense counsel,
21 presenting positions on substantive and procedural issues, supervising the efforts in presenting arguments
22 and information to the court, developing and implementing a litigation plan, arranging for support
23 services and ensuring that schedules are met. Kane Decl., ¶ 33.

24 **4. CLASS-WIDE SETTLEMENT IS SUPERIOR TO OTHER AVAILABLE**
25 **METHODS OF RESOLUTION**

26 Class resolution is superior to other available methods for the fair and efficient adjudication of
27 the controversy, particularly in the settlement context. Given that each individual class member’s claims
28 seek a relatively small amount of damages, each has little incentive to pursue their claims individually

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1 because the litigation costs would greatly exceed potential recovery. Indeed, “[i]t is more likely that,
2 absent a class suit, defendant will retain the benefits from its alleged wrongs.” *Daar v. Yellow Cab Co.*,
3 67 Cal. 2d 695, 714-15 (1967). For these reasons, a class action is superior to other available methods
4 of resolution.

5 **C. NOTICE TO CLASS OF FINAL APPROVAL HEARING**

6 The Court’s order preliminarily approving a class settlement must include, *inter alia*, the notice
7 to be given to the class. Cal. R. Ct. 3.769(e). “The notice must contain an explanation of the proposed
8 settlement and procedures for class members to follow in filing written objections to it and in arranging
9 to appear at the settlement hearing and state any objections to the proposed settlement.” Cal. R. Ct.
10 3.769(f). The purpose of providing class notice to settlement class members is to give “sufficient
11 information to decide whether they should accept the benefits offered, opt out and pursue their own
12 remedies, or object to the settlement.” *Wershba*, 91 Cal. App. 4th at 252. Generally, a class notice “must
13 strike a balance between thoroughness and the need to avoid unduly complicating the content of the
14 notice and confusing class members.” *Id.* The trial court has broad discretion to determine whether the
15 notice is adequate. *Id.*

16 **1. THE NOTICE CONTAINS ALL OF THE REQUIRED COMPONENTS**

17 Rule 3.766(d) provides in pertinent part that “[t]he content of the class notice is subject to court
18 approval.” If class members are to be given the right to request exclusion from the class, the notice must
19 include the following: “(1) A brief explanation of the case, including the basic contentions or denials of
20 the parties; (2) A statement that the court will exclude the member from the class if the member so
21 requests by a specified date; (3) A procedure for the member to follow in requesting exclusion from the
22 class; (4) A statement that the judgment, whether favorable or not, will bind all members who do not
23 request exclusion; and (5) A statement that any member who does not request exclusion may, if the
24 member so desires, enter an appearance through counsel.” *Cellphone Termination Fee Cases*, 186 Cal.
25 App. 4th at 1390.

26 The proposed Notice is set forth as Exhibit 1 to the Settlement Agreement and meets all of the
27 requirements set forth in the California Rules of Court including: 1) a class definition; 2) a description
28 of the substantive issues and proceedings to date; 3) a neutral description of the proposed settlement; 4)

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1 the amount of attorney's fees and costs sought; 5) the right to request to be excluded from the Settlement
2 Class and the opt-out procedure and 60 to 80 day period for submitting the request for exclusion; 6) the
3 right to object within 60 to 80 days after Class Notice is mailed and the procedure for filing a written
4 objection; 7) the consequences of remaining a settlement class member; 8) the date, time, and place of
5 the final approval hearing; and 9) the identity of Plaintiffs' counsel. See Kane Decl., ¶ 21.

6 **2. THE METHOD OF NOTICE IS APPROPRIATE**

7 The Settlement Agreement provides the following method for Notice to be provided to the
8 Settlement Class members: Within five (5) days following entry of the Preliminary Approval Order,
9 Defendants will produce the Class List and Data, including the data necessary to determine each class
10 member's share. SA ¶ 6(a).

11 Specific measures will be taken to ensure (a) the highest percentage of Class Members receive
12 the Notice Packet; (b) that Class Members who wish to participate in the Settlement are permitted to do
13 so consistent with this Agreement; and (c) that the Settlement Administrator has the most current and
14 accurate addresses for Class Members by performing an initial National Change of Address database
15 search for all Class Members whose addresses are returned as undeliverable. The Settlement
16 Administrator will also use all reasonable means to locate a mailing address as well as an email address
17 for any Class Member whose mailing address cannot be located.

18 The Administrator shall also provide an email address and telephone number to facilitate Class
19 Member communications; maintain appropriate databases to fulfill its duties; receive control, and
20 account for all returned Notice Packets, disputes, requests for exclusion and objections; calculate the
21 Class Members' payments; and prepare and deliver reports to Class Counsel and Counsel for Defendants
22 on a weekly basis that communicate the status of the notice process, including the number of Notice
23 Packets mailed, returned, searched, and re-mailed as well as disputes, requests for exclusion, and
24 objections. In addition, the Administrator shall prepare final declarations, reports and invoices that
25 accurately describe the notice process, the level of participation, and actions taken to ensure that the best
26 possible notice of the Settlement was provided to Class Members. SA ¶ 9. No later than ten (10) calendar
27 days following the finalized settlement payment calculations, the Administrator shall mail, and when
28 necessary, email, the Notice Packet to all Class Members, via first class United States mail, using the

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1 most current mailing address. SA ¶ 6(a)(i)

2 Plaintiffs request that the Court order notice to be given according to the method described herein
3 as agreed to by the Parties.


4 **VIII. CONCLUSION**

5 Plaintiffs respectfully request that the Court preliminarily approve the proposed Settlement,
6 certify the proposed Class pursuant to Rule 3.769(d) of the California Rules of Court for settlement
7 purposes, appoint Plaintiffs Sarah Tither-Kaplan and Toni Gaal as the Class Representatives, appoint
8 Hadsell Stormer Renick & Dai LLP and Valli Kane & Vagnini LLP as Lead Class Counsel, approve the
9 form of the Notice and order it be provided to the Class, set a final fairness hearing date and dates for
10 filing of Plaintiffs' motion for final approval of class action settlement and Plaintiffs' motion for
11 attorneys' fees and litigation costs.

12
13 Date: June 24, 2021

Respectfully submitted,

VALLI KANE & VAGNINI LLP

14
15
16 By: 
17 Sara Wyn Kane
18 *Attorneys for Plaintiffs*

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EXHIBIT A
**(Stipulation of Class Action
and Individual Settlement)**

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14 [Attorneys for Defendants on next page]

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 FOR THE COUNTY OF LOS ANGELES

18 SARAH TITHER-KAPLAN and TONI
19 GAAL, on behalf of themselves and all those
20 similarly situated,

20 Plaintiffs,

21 vs.

22 JAMES FRANCO, VINCE JOLIVETTE,
23 JAY DAVIS, RABBITBANDINI
24 PRODUCTIONS, LLC; RABBITBANDINI
25 FILMS, LLC; DARK RABBIT
26 PRODUCTIONS, LLC; RABBITBANDINI
27 PRODUCTIONS STUDIO 4, LLC, and
28 DOES 1-10,

26 Defendants.

) Case No.: 19STCV35156
) [Assigned to the Honorable Ann I. Jones,
) Dept. SS-11]

) **STIPULATION OF CLASS ACTION
) AND INDIVIDUAL SETTLEMENT**

) *Complaint Filed: October 3, 2019*

1 [Counsel continued from previous page]

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06/29/2011

1 IT IS HEREBY STIPULATED, by and between Plaintiffs Sarah Tither Kaplan and
2 Tori Gaal (“Named Plaintiffs”), individually and on behalf of all others similarly situated, on
3 the one hand, and Defendants James Franco, Vince Jolivette, Jay Davis; Rabbitbandini
4 Productions; Rabbitbandini Productions, LLC; Rabbitbandini Films, LLC; Dark Rabbit
5 Productions, LLC; and Rabbitbandini Productions Studio 4, LLC (together “Defendants”), on
6 the other hand, and subject to the approval of the Court, that the Action is hereby
7 compromised and settled pursuant to the terms and conditions set forth in this Stipulation and
8 that the Court shall make and enter judgment, subject to the continuing jurisdiction of the
9 Court as set forth below, and subject to the definitions, recitals, and terms set forth herein
10 which by this reference become an integral part of this Stipulation.

11 **DEFINITIONS**

- 12 1. “Action” means the individual and putative class action entitled *Sarah Tither-*
13 *Kaplan et. al. v. James Franco, et al.*, Los Angeles Superior Court Case No. 19STCV35156
- 14 2. “Class Counsel” means Valli Kane & Vagnini LLP and Hadsell Stormer, Renick
15 & Dai LLP.
- 16 3. “Class Counsel’s Fees and Costs” means reasonable attorneys’ fees for Class
17 Counsel’s litigation and resolution of this Action (not to exceed 33 1/3% of the Common
18 Fund), and Class Counsel’s actual litigation costs reasonably incurred in connection with this
19 Action (estimated at this time to be approximately \$31,000.00 with an expectation that the
20 actual litigation costs shall likely not exceed \$41,000.00)
- 21 4. “Class Information” means information regarding Class Members that
22 Defendants shall in good faith compile from their records and shall be authorized by the Court
23 to transmit in a secured manner to the Settlement Administrator and which the Settlement
24 Administrator shall agree in writing to maintain in a secure manner. Class Information shall
25 be transmitted in electronic form and shall consist of each Class Member’s full name (if
26 known), date of birth, social security numbers, last known telephone numbers, address, e-mail
27 address (if no physical address is available), each class they paid tuition for, how many months
28 they paid tuition for each class and whether or not that class was general or a master class.

1 5. “Class Members” shall mean any individual, other than the Named Plaintiffs,
2 who took any courses at Studio 4 Film School in Los Angeles or New York at any time during
3 the Class Period. Class Members are referred to throughout as members of the “Fraud Class”
4 which shall include the following subclasses:

5 5.1 “General Fraud Class” shall mean any individual who paid tuition for
6 any course at Studio 4 Film School in Los Angeles or New York during the Class Period;

7 5.2 “Master Fraud Class” shall mean any individual who paid tuition for one
8 or more Master Class courses at Studio 4 Film School in Los Angeles or
9 New York during the Class Period;

10 Excluded from the definition of Class Members for purposes of this Settlement are the
11 “Sexual Exploitation Class” members as defined in the First Amended Complaint. However,
12 members of the excluded “Sexual Exploitation Class” may still be members of the General
13 Fraud Class and/or the Master Fraud Class.

14 6. “Class Notice” means the Notice of Class Action Settlement, substantially in the
15 form attached as **Exhibit 1** hereto, which shall be subject to Court approval and which the
16 Settlement Administrator shall mail, or if no mailing address is available, email to each Class
17 Member.

18 7. “Class Period” means the period from February 2014 through the date of entry
19 of the Preliminary Approval Order.

20 8. “Class Representative Service Award” means the amount that the Court
21 authorizes to be paid to each of the Named Plaintiffs (as distinguished from Class Members),
22 in addition to each of the Named Plaintiff’s Individual Settlement Payment, in recognition of
23 the Named Plaintiffs’ efforts and risks in assisting with the prosecution of the Action.

24 9. “Common Fund” means the Gross Settlement Amount less the Named Plaintiffs’
25 Settlement Payments for their Individual Claims.

26 10. “Complaint” means the operative First Amended Class Action Complaint filed
27 on March 30, 2020, alleging claims for: (1) sexual discrimination; (2) sexual harassment; (3)
28 interference with the exercise of civil rights; (4) violation of California Business & Professions

1 Code Section 17200; (5) violations of the Consumer Legal Remedies Act; (6) Untrue and
2 Misleading Advertising; (7) breach of contract; (8) breach of the implied covenant of good
3 faith and fair dealing; (9) negligent misrepresentation; (10) fraud; (11) false promise; and (12)
4 unjust enrichment.

5 11. "Confidential Information" means and includes the negotiations (including all
6 drafts) that led to this Stipulation, the information and documents exchanged between the
7 Parties for purposes of settlement and compromise only, and any facts relating to the
8 underlying claims and allegations that are not expressly included in the public record or the
9 public filings relating to this Action.

10 12. "Court" means the Superior Court of California for the County of Los Angeles.

11 13. "Defendants" means James Franco, Vince Jolivette, Jay Davis; Rabbitbandini
12 Productions; Rabbitbandini Productions, LLC; Rabbitbandini Films, LLC; Dark Rabbit
13 Productions, LLC; and Rabbitbandini Productions Studio 4, LLC

14 14. "Defense Counsel" means Gordon & Rees LLP and Manning & Kass, Ellrod,
15 Ramirez, Trester, LLP.

16 15. "Effective Date" means the latter of: (a) if there are no objections to the
17 Settlement, the date upon which the Final Order and Judgment is entered by the Court; (b) if
18 there are objections to the Settlement, and if an appeal, review or writ is not sought from the
19 Final Order and Judgment, the sixty-first (61st) day after the date upon which the Final Order
20 and Judgment is entered; or (c) if an appeal, review or writ is sought from the Final Order and
21 Judgment, the date upon which all appellate and/or other proceedings resulting from the
22 appeal, review or writ have been finally terminated in such a manner as to permit the Final
23 Order and Judgment to take effect in substantially the form described herein.

24 16. "Final Approval Hearing" means the hearing to be conducted by the Court after
25 the joint filing of a Motion for Final Approval of Class Action Settlement, and following
26 appropriate notice to Class Members giving Class Members an opportunity to request
27 exclusion from the Class and Settlement or to object to the Settlement, at which time Plaintiffs
28 shall request that the Court finally approve the fairness, reasonableness and adequacy of the

1 terms and conditions of the Settlement, enter the Final Order and Judgment, and take other
2 appropriate action.

3 17. "Final Order and Judgment" means the order and judgment to be entered by the
4 Court upon granting final approval of the Settlement and this Stipulation as binding upon the
5 Parties and Participating Class Members.

6 18. "Gross Settlement Amount" means the maximum amount Defendants shall have
7 to pay in connection with this Settlement, which shall be inclusive of the settlement payments
8 to the Named Plaintiffs for their individual claims, all Individual Settlement Payments to
9 Participating Class Members, Class Counsel Fee Award, Settlement Administration Costs, and
10 the Class Representative Service Awards. Subject to Court approval and the terms of this
11 Stipulation, the Gross Settlement Amount is Two Million Two Hundred Thirty-Five Thousand
12 Dollars (\$2,235,000). Defendants are personally responsible for the settlement payments, with
13 their insurance carriers advancing the settlement proceeds.

14 19. "Individual Settlement Payment" means the amount payable from the Net
15 Settlement Amount to each Participating Class Member.

16 20. "Named Plaintiffs" means Sarah Tither Kaplan and Toni Gaal and their
17 successors, spouses, family members, employees, assigns, heirs, estates, executors,
18 administrators, agents, representatives and attorneys.

19 21. "Named Plaintiffs' Settlement Payments" means the amount of the Gross
20 Settlement Payment allocated to settling the Named Plaintiffs' individual claims, including
21 attorneys' fees of up to one third of that amount.

22 22. "Net Settlement Amount" means the Gross Settlement Amount less the Named
23 Plaintiffs' Individual Settlement Payments, Class Counsel's Fees and Costs, Class
24 Representative Service Awards, and Settlement Administration Costs.

25 23. "Non-Economic Settlement Terms" are those terms set forth in **Exhibit 3** to this
26 Agreement and those that that Parties agreed will be submitted separately to the Court by
27 Defendants, under seal, in connection with Plaintiffs' Motion for Preliminary Approval.

28 24. "Notice Packet" means the packet of documents, which shall be mailed, or if no

1 mailing address is available, emailed to all Class Members by the Settlement Administrator,
2 including the Class Notice.

3 25. "Participating Class Members" means the Named Plaintiffs and all other Class
4 Members who do not submit a valid and timely request of exclusion.

5 26. "Parties" means Plaintiffs and Defendants, collectively, including their agents,
6 representatives, and attorneys (whether counsel of record or personal).

7 27. "Preliminary Approval Order" means the order to be issued by the Court
8 approving and authorizing the mailing of the Notice Packet by the Settlement Administrator
9 and setting the date of the Final Approval Hearing and granting preliminary approval of the
10 Settlement set forth in this Stipulation, among other things.

11 28. "Released Claims of Defendants and Released Parties" means any and all
12 charges, complaints, claims, promises, agreements, controversies, suits, demands, costs,
13 losses, debts, actions, causes of action, damages, judgments, obligations, liabilities and
14 expenses of whatever kind and character, known or unknown, suspected or unsuspected,
15 including any claims for attorneys' fees and costs, except claims that the law does not permit
16 the Defendants and Released Parties to waive by signing this Agreement, which the
17 Defendants and Released Parties, and on behalf of each of their successors, spouses, family
18 members, employees, assigns, heirs, estates, executors, administrators, agents, representatives
19 and attorneys now has, owns, holds or claims to have, own or hold, or may have had, owned or
20 held, or may claim to have, own or hold against the Named Plaintiffs, and each of them,
21 regarding the Named Plaintiffs' enrollment in Studio 4 Film School or the Named Plaintiffs'
22 relationship (professional or personal) with any Defendant, or any acts of Released Parties,
23 including, without limitation, any and all claims that have or could have been asserted in the
24 Action, any claims that in any way relate to the facts and circumstances alleged in the Action.

25 As to the Released Claims of Defendants and Released Parties, the Defendants and
26 Released Parties agree that all of their rights under Section 1542 of the Civil Code of the State
27 of California that are related or in any manner incidental to the matters encompassed by this
28 Agreement are hereby waived. Section 1542 provides as follows:

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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.

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of their Released Claims, the Defendants and Released Parties, and each of them, expressly acknowledge that this Stipulation is intended to include in its effect, without limitation, all Released Claims which the Defendants and Released Parties do not know or suspect to exist in their favor at the time of execution hereof, and that the Stipulation contemplates the extinguishment of all such Released Claims.

29. "Released Claims of Named Plaintiffs" means any and all charges, complaints, claims, promises, agreements, controversies, suits, demands, costs, losses, debts, actions, causes of action, damages, judgments, obligations, liabilities and expenses of whatever kind and character, known or unknown, suspected or unsuspected, including any claims for attorneys' fees and costs, except claims that the law does not permit the Named Plaintiffs to waive by signing this Agreement, which the Named Plaintiffs, and on behalf of each of their successors, spouses, family members, employees, assigns, heirs, estates, executors, administrators, agents, representatives and attorneys now has, owns, holds or claims to have, own or hold, or may have had, owned or held, or may claim to have, own or hold against the Released Parties, and each of them, regarding the Named Plaintiffs' enrollment in Studio 4 Film School or the Named Plaintiffs' relationship (professional or personal) with any Defendant, or any acts of Released Parties, including, without limitation, any and all claims that have or could have been asserted in the Action, any claims that in any way relate to the facts and circumstances alleged in the Action.

As to the Released Claims of Named Plaintiffs, the Named Plaintiffs agree that all of their rights under Section 1542 of the Civil Code of the State of California that are related or in

1 any manner incidental to the matters encompassed by this Agreement are hereby waived.
2 Section 1542 provides as follows:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
4 **THAT THE CREDITOR OR RELEASING PARTY DOES**
5 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
6 **FAVOR AT THE TIME OF EXECUTING THE RELEASE,**
7 **AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**
8 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
9 **WITH THE DEBTOR OR RELEASED PARTY.**

10 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and
11 complete release and discharge of all of their Released Claims, the Named Plaintiffs, and each
12 of them, expressly acknowledge that this Stipulation is intended to include in its effect, without
13 limitation, all Released Claims which the Named Plaintiffs do not know or suspect to exist in
14 their favor at the time of execution hereof, and that the Stipulation contemplates the
15 extinguishment of all such Released Claims.

16 30. "Released Claims of Participating Class Members" (other than the Named
17 Plaintiffs) means any and all charges, complaints, claims, promises, agreements, controversies,
18 suits, demands, costs, losses, debts, actions, causes of action, damages, judgments, obligations,
19 liabilities and expenses of whatever kind and character, known or unknown, suspected or
20 unsuspected, including any claims for attorneys' fees and costs of the Participation Class
21 Members, individually, and on behalf of their spouses, family members, agents, employees,
22 representatives, successors, attorneys and assigns regarding the Participating Class Members'
23 enrollment in Studio 4 Film School, that were pleaded or could have been pleaded, of any kind
24 or nature, whether known or unknown, suspected or unsuspected, based only upon or arising
25 from the factual allegations set forth in the Complaint filed in this Action and arising at any
26 time prior to the entry of the Preliminary Approval Order, for: (1) violation of California
27 Business & Professions Code Section 17200; (2) violations of the Consumer Legal Remedies
28 Ac.; (3) Untrue and Misleading Advertising; (4) breach of contract; (5) breach of the implied
covenant of good faith and fair dealing; (6) negligent misrepresentation; (7) fraud; (8) false
promise; and (9) unjust enrichment. Nothing herein however, is intended to release any other

1 claims in the Complaint (specifically, the Sexual Exploitation Class Claims are not released,
2 but have been dismissed, on a class-wide basis, without prejudice).

3 31. "Released Parties" means Defendants, and each of them, and each and any of
4 their present and former companies, successors, parents, subsidiaries, affiliates, officers,
5 shareholders, equity partners, partners, owners, directors, accountants, managers, talent agents,
6 public relations representatives, trustees, spouses, family members, employees, any former
7 employees, agents, representatives, attorneys, insurers, reinsurers, and/or any of each of their
8 predecessors, successors and assigns.

9 32. "Response Deadline" means the date sixty (60) days after the Settlement
10 Administrator mails or, if no mailing address is available, emails the Notice Packets to Class
11 Members and the last date on which Class Members may submit a request for exclusion or
12 object to the Settlement (with additional time should a Notice need to be re-mailed due to
13 defective address(es)).

14 33. "Settlement" means the final and complete disposition of the Action pursuant to
15 this Stipulation.

16 34. "Settlement Administration Costs" means the reasonable costs and fees of
17 administration of this Settlement to be paid to the Settlement Administrator from the Gross
18 Settlement Amount, including, but not limited to: (i) printing and mailing and re-mailing (if
19 necessary) of Notice Packets to Class Members; (ii) preparing and submitting to Participating
20 Class Members and government entities all appropriate tax filings and forms; (iii) computing
21 the amount of and distributing Individual Settlement Payments, Class Representative Service
22 Awards, and the Award of Class Counsel Fees and Costs; (iv) processing and validating
23 requests for exclusion; (v) establishing a Qualified Settlement Fund, as defined by the Internal
24 Revenue Code; and (vi) calculating and remitting to the appropriate government agencies all
25 tax obligations arising from the Settlement, if any and preparing and submitting filings
26 required by law in connection with the payments required by the Stipulation.

27 35. "Settlement Administrator" will be agreed upon by the Parties.

28 **RECITALS**

1 1. Procedural History. On October 3, 2019, Plaintiffs Sarah Tither-Kaplan and
2 Toni Gaal filed a class action lawsuit in the Superior Court of the State of California, County
3 of Los Angeles, entitled *Sarah Tither-Kaplan et. al v. James Franco, et. al*, Los Angeles
4 Superior Court Case No. 19STCV35156. The complaint asserted twelve causes of action for:
5 (1) sexual discrimination; (2) sexual harassment; (3) interference with the exercise of civil
6 rights; (4) violation of California Business & Professions Code Section 17200; (5) violations
7 of the Consumer Legal Remedies Act; (6) Untrue and Misleading Advertising; (7) breach of
8 contract; (8) breach of the implied covenant of good faith and fair dealing; (9) negligent
9 misrepresentation; (10) fraud; (11) false promise; and (12) unjust enrichment. On March 30,
10 2020, Plaintiffs filed the operative First Amended Complaint which included the same twelve
11 causes of action.

12 2. After private mediation followed by over half a year of continued negotiations,
13 the Parties executed a Memorandum of Understanding on or about January 21, 2021. That
14 MOU anticipated the preparation of the present Stipulation of Class Action Settlement to
15 include all economic and non-economic terms.

16 3. Benefits of Settlement to the Named Plaintiffs and the Class Members. The
17 Named Plaintiffs and Class Counsel recognize the expense and length of continued
18 proceedings necessary to litigate Plaintiffs' disputes in the Action through trial and through
19 any possible appeals. The Named Plaintiffs also have taken into account the uncertainty and
20 risks of the outcome of further litigation, and the difficulties and delays inherent in such
21 litigation. Plaintiffs maintain that Defendants are liable for the claims alleged, and contend
22 that the claims give rise to liability, damages, restitution, penalties or other payments.
23 Nonetheless, this Stipulation is a compromise of disputed claims. Nothing contained in this
24 Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation,
25 shall be construed or used as a denial by or against Defendants, or any Releasees, as to the
26 merits or lack thereof of the claims asserted in the Action. However, Named Plaintiffs and
27 Class Counsel also have taken into account Defendants' agreement to enter into a settlement
28 that confers substantial benefits upon the Class Members. Based on the foregoing, the Named

1 Plaintiffs and Class Counsel have determined that the Settlement set forth in this Stipulation is
2 fair, adequate, and is in the best interests of all Class Members.

3 4. Defendants' Reasons for Settlement. Defendants have concluded that any
4 further defense of the Action would be protracted and expensive for all Parties. Substantial
5 amounts of Defendants time, energy, and resources have been, and unless this Stipulation is
6 completed, shall continue to be, devoted to the defense of the claims asserted by the Named
7 Plaintiffs and the Class Members. Defendants have taken into account the risks of further
8 litigation in reaching their decision to enter into this Settlement. Even though Defendants
9 continue to contend that they are not liable for any of the claims alleged by the Named
10 Plaintiffs and/or the Class Members in the Action, Defendants have agreed, nonetheless, to
11 settle in the manner and upon the terms set forth in this Stipulation to put to rest the claims
12 alleged in this Action. Defendants have asserted and continue to assert that the claims alleged
13 by Plaintiff have no merit and do not give rise to liability, damages, restitution, penalties or
14 other payments. This Stipulation is a compromise of disputed claims. Nothing contained in
15 this Stipulation, no documents referred to herein, and no action taken to carry out this
16 Stipulation, shall be construed or used as an admission by or against Defendants, or any of
17 them, as to the merits or lack thereof of the claims asserted in the Action. Defendants contend
18 that they, and each of them, have complied with all applicable state, federal, and local laws.

19 **TERMS OF SETTLEMENT**

20 NOW, THEREFORE, in consideration of the mutual covenants, promises, and
21 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

22 1. Binding Settlement. This Stipulation shall bind the Parties, all Participating
23 Class Members, Class Counsel and Defense Counsel, subject to the terms and conditions
24 hereof and the Court's approval.

25 2. Tax Liability. The Parties make no representations as to the tax treatment or
26 legal effect of the payments specified herein, and the Named Parties, Class Counsel, and
27 Participating Class Members shall not rely and are not relying on any statement or
28 representation by the Parties, Class Counsel or Defense Counsel in this regard. The Named

1 Parties, Participating Class Members and Class Counsel understand and agree that they shall
2 be responsible for the payment of all taxes and penalties assessed on the payments specified
3 herein and shall hold the Parties, Class Counsel and Defense Counsel free and harmless from
4 and against any claims resulting from treatment of such payments as non-taxable.

5 3. Circular 230 Disclaimer. The Parties and Participating Class Members
6 acknowledge and agree that (1) no provision of this Stipulation, and no written communication
7 or disclosure between or among the Parties, Class Counsel or Defense Counsel and other
8 advisers, is or was intended to be, nor shall any such communication or disclosure constitute
9 or be construed or be relied upon as, tax advice within the meaning of the United States
10 Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party
11 (a) has relied exclusively upon his, her, or its own independent legal and tax counsel for advice
12 (including tax advice) in connection with this Stipulation, (b) has not entered into this
13 Stipulation based upon the recommendation of any other party or any attorney or advisor to
14 any other party, and (c) is not entitled to rely upon any communication or disclosure by any
15 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
16 acknowledging party; and (3) no attorney or adviser to any other party has imposed any
17 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies
18 (regardless of whether such limitation is legally binding) upon disclosure by the
19 acknowledging party of the tax treatment or tax structure of any transaction, including any
20 transaction contemplated by this Stipulation.

21 4. Preliminary Approval of Settlement. Within fourteen (14) days of the full
22 execution of this Stipulation, the Parties shall jointly file a motion requesting the Court to enter
23 the Preliminary Approval Order, thereby conditionally certifying the Fraud Class for
24 settlement purposes only and setting a Final Approval Hearing date. The Parties agree to work
25 diligently and cooperatively to have this Stipulation presented to the Court for preliminary
26 approval. The Preliminary Approval Order shall provide for, among other things, the Notice
27 Packet to be sent to Class Members as specified herein. The Parties agree that the conditional
28 certification of the Fraud Class is for settlement purpose only and is in no way an admission

1 by Defendants in the Action or any other proceeding that class certification is proper.

2 5. Release of Claims.

3 a. Upon the Effective Date, the Named Plaintiffs and all Participating Class
4 Members, and all persons or entities on whose behalf they are releasing claims, shall be
5 deemed to have released their respective Released Claims, as defined in the Definitions,
6 Paragraphs 29 and 30, above, against the Released Parties.

7 b. Upon the Effective Date, the Defendants and Released Parties, and all
8 persons or entities on whose behalf they are releasing claims, shall be deemed to have released
9 their respective Released Claims, as defined in the Definitions, Paragraphs 29 and 30 above,
10 against the Named Plaintiffs.

11 c. For purposes of clarity, with the exception of the release by the
12 Participating Class Members which is limited solely to the fraud claims, and the dismissal of
13 the sexual exploitation class claims without those claims being released at all for anyone other
14 than the Named Plaintiffs, all Parties to the litigation agree to a general release of all other
15 named parties to the litigation.

16 6. Settlement Administration.

17 a. Within five (5) calendar days of entry of the Preliminary Approval Order,
18 Defendants shall provide the Settlement Administrator with the Class Information in a
19 readable Microsoft Excel Spreadsheet (if possible) for purposes of mailing the Notice Packets
20 to Class Members. Defendants shall provide Class Counsel the names of each Class Member
21 enrolled in any Master Class offered by Defendants during the relevant time period along with
22 the name(s) of the Master Classes and amount paid in tuition for each Master Class.
23 Defendants shall also provide Class Counsel the names of each Class Member enrolled in any
24 General Class along with the number of months they were enrolled in general classes and the
25 amount paid per month by each Class Member. This information shall be provided to Class
26 Counsel at the earliest possible date but no later than the same time the Class Information is
27 provided to the Settlement Administrator. Within fourteen (14) calendar days after the
28 Settlement Administrator and Class Counsel are provided the Class List, the Settlement

1 Administrator shall calculate damages and provide such calculation to Counsel. Within
2 fourteen (14) calendar days after Counsel is provided with the calculations, Counsel will
3 provide comments, if any, to Settlement Administrator. Within three (3) calendar days after
4 receiving comments from Counsel, Settlement Administrator will finalize the Settlement
5 Payment Calculations.

6 i. Notice by First Class U.S. Mail or Electronic Mail. Upon receipt
7 of the Class Information, the Settlement Administrator shall perform a search based on the
8 National Change of Address (NCOA) Database maintained by the United States Postal Service
9 to update and correct any known or identifiable address changes and attempt to determine a
10 correct address by the use of skip-tracing, emailing, utilizing Facebook searches, IG, IMDB,
11 etc., working with Class Counsel who may have updated contact information for Class
12 Members, or other type of automated searches. Within ten (10) calendar days after the
13 Settlement Administrator has finalized the Settlement Payment Calculations, the Settlement
14 Administrator shall mail copies of the Notice Packet to all Class Members via regular First
15 Class U.S. Mail, or if no mailing address is available, email the Notice Packet to Class
16 Members for whom no mailing address is available. The Settlement Administrator shall
17 determine the current mailing address for each Class Member based upon the NCOA database
18 search. The address identified by the Settlement Administrator as the current mailing address
19 shall be presumed to be the most current mailing address for each Class Member. The Parties
20 agree that this procedure for notice provides the best practical notice to Class Members and
21 fully complies with due process.

22 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
23 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-
24 mailed to the forwarding address affixed thereto. If no forwarding address is provided, the
25 Settlement Administrator shall promptly attempt to determine a correct address by the use of
26 skip-tracing, emailing, utilizing Facebook searches, IG, IMDB, etc., working with Class
27 Counsel who may have updated contact information for Class Members whose Notice Packets
28 were returned, or other type of automated search, and shall then perform re-mailing to the

1 Class Member whose Notice Packet was returned as non-delivered, assuming another mailing
2 address is identified by the Settlement Administrator and email the Notice Packet to the Class
3 Member. Class Members who are sent a re-mailed Notice Packet shall have their Response
4 Deadline extended by twenty (20) days from the date the Settlement Administrator re-mails
5 the Notice Packet. If these procedures are followed, notice to Class Members shall be deemed
6 to have been fully satisfied, and if the intended recipient of the Notice Packet does not receive
7 the Notice Packet, the intended recipient shall nevertheless remain a Class Member and shall
8 be bound by all terms of the Settlement and the Order and Final Judgment.

9 iii. Determination of Individual Settlement Payments. The
10 Settlement Administrator shall determine the eligibility for, and the amounts of, each
11 Individual Settlement Payment under the terms of this Stipulation. The Settlement
12 Administrator's determination of the eligibility for and amount of each Individual Settlement
13 Payment shall be binding upon the Class Member and the Parties, yet subject to review by
14 Class Counsel, Defense Counsel and the Court. In the absence of fraud or gross negligence,
15 Defendants' records shall be given the presumption of accuracy.

16 iv. Disputes Regarding Administration of Settlement. Any dispute
17 not resolved by the Settlement Administrator concerning the administration of the Settlement
18 shall be resolved by the Court. Prior to any such involvement of the Court, counsel for the
19 Parties shall confer in good faith and make use of the services of mediator Louis Meisinger or
20 another mutually agreeable mediator from Signature Resolutions, if necessary, to resolve the
21 dispute without the necessity of involving the Court.

22 b. Exclusions. The Class Notice shall explain that Class Members who
23 wish to exclude themselves from the Class and Settlement must submit a request for exclusion
24 to the Settlement Administrator by the Response Deadline. The Request for Exclusion: (1)
25 must state that the Class Member desires to exclude him or herself from the Settlement; (2)
26 must contain the name, address, and telephone number of the person requesting exclusion; (3)
27 must be signed by the Class Member; and (4) must be postmarked by the Response Deadline
28 and returned to the Settlement Administrator at the specified address. Subject to review by

1 Class Counsel, Defense Counsel and the Court, the date of the postmark on the return mailing
2 envelope on the request for exclusion shall be the exclusive means used by the Settlement
3 Administrator to determine whether a Class Member has timely requested exclusion from the
4 Class and Settlement. Any Class Member who timely and properly requests to be excluded
5 from the Class and Settlement shall not be entitled to any benefits under the Settlement and
6 shall not be bound by the terms of the Settlement nor shall the Class Members have any right
7 to object to the Settlement or appeal from the entry of the Final Order and Judgment. Class
8 Members who do not submit a valid and timely request for exclusion on or before the
9 Response Deadline shall be bound by all terms of the Settlement and the Final Order and
10 Judgment entered in this Action if the Settlement is finally approved by the Court. No later
11 than ten (10) days after the Response Deadline, the Settlement Administrator shall provide
12 counsel for the Parties with a complete list of all Class Members who submitted a timely and
13 valid request for exclusion. At no time shall any of the Parties, Class Counsel, or Defense
14 Counsel seek to solicit or otherwise encourage or discourage Class Members to exclude
15 themselves from the Settlement. Defendants, at their sole discretion, shall have the right, but
16 not the obligation to revoke the Settlement if 5% or more of the Class Members timely exclude
17 themselves. Defendants shall exercise their revocation rights, if at all, within fourteen (14)
18 days after notification in writing by the Settlement Administrator that the number of
19 exclusions exceeds 5% of the Class Members by providing written notice to Class Counsel.

20 c. Objections. The Class Notice shall state that Class Members who wish
21 to object to the Settlement shall submit to the Settlement Administrator a written brief or
22 statement of objection ("Notice of Objection") by the Response Deadline. The Notice of
23 Objection must (1) state the full name of the Class Member; (2) be signed by the Class
24 Member; (3) state the grounds for the objection; and (4) must be postmarked by the Response
25 Deadline and returned to the Settlement Administrator at the specified address. Subject to
26 review by Class Counsel, Defense Counsel and the Court, the date of the postmark on the
27 mailing envelope on the Notice of Objection shall be the exclusive means used by the
28 Settlement Administrator to determine whether a Class Member has timely objected to the

1 Settlement. Class Members who fail to timely make objections in the manner specified herein
2 shall be deemed to have waived any objections and shall be foreclosed from making any
3 objections (whether by appeal or otherwise) to the Settlement. At no time shall any of the
4 Parties, Class Counsel or Defense Counsel seek to solicit or otherwise encourage or discourage
5 Class Members to file and serve a Notice of Objection or appeal from the Final Order and
6 Judgment.

7 d. Monitoring and Reviewing Settlement Administration. The Parties have
8 the right to monitor and review the administration of the Settlement to verify that the notice
9 process and monies allocated under the Settlement are distributed in a correct manner and
10 amount, as provided for in this Stipulation.

11 e. Best Efforts. The Parties agree to use their best efforts to carry out the
12 terms of this Stipulation.

13 7. Funding and Allocation of Gross Settlement Amount and Common Fund. Class
14 Members shall not be required to submit a claim form in order to receive a share of the Net
15 Settlement Amount. No portion of the Gross Settlement Amount shall revert to Defendants or
16 result in an unpaid residue. No later than twenty (20) calendar days after the Effective Date,
17 Defendants' shall provide the Settlement Administrator the Gross Settlement Amount in any
18 feasible manner, including, but not limited to, a wire transfer. In no event shall there be any
19 distribution from the Gross Settlement Amount until after the Effective Date and all conditions
20 precedent specified in this Stipulation have been completely satisfied. If this Settlement is not
21 finally approved by the Court in full, or is terminated, rescinded, canceled or fails to become
22 effective for any reason, or if the Effective Date does not occur, then no Gross Settlement
23 Amount shall be paid.

24 a. Named Plaintiffs' Settlement Payments. The Named Plaintiffs'
25 Settlement Payments which they are receiving in exchange for full General Releases (which
26 are separate and apart from the Named Plaintiff's Individual Settlement Payments and their
27 Class Representative Service Awards (which come from the Common Fund) shall be paid by
28 the Settlement Administrator from the Gross Settlement Amount. The Administrator shall pay

1 the Named Plaintiff's Individual Settlement Payments and their Class Representative Service
2 Awards (which come from the Common Fund) not later than fourteen (14) days after
3 Defendants provide the Settlement Administrator with the Gross Settlement Amount. Plaintiff
4 Sarah Tither Kaplan shall receive \$670,500 less attorneys' fees of \$223,500 (1/3 of her
5 Settlement Payment) and Plaintiff Toni Gall shall receive \$223,500 less attorneys' fees of
6 \$74,500 (1/3 of her Settlement Payment.) Class Counsel shall receive attorney's fees in the
7 amount of \$298,000 (subject to Court approval).

8 b. Individual Settlement Payments. Individual Settlement Payments shall
9 be paid by the Settlement Administrator to Participating Class Members from the Common
10 Fund of \$1,341,000 and shall be paid pursuant to the formula set forth herein. Individual
11 Settlement Payments shall be mailed by the Settlement Administrator by regular First Class
12 U.S. Mail to each Participating Class Member's last known mailing address (or any updated
13 address provided to the Claims Administrator) within fourteen (14) days after Defendants
14 provide the Settlement Administrator with the Gross Settlement Amount. The Settlement
15 Administrator shall issue an IRS Form 1099 to each Participating Class Member for the
16 amount of each Individual Settlement Payment.

17 i. Each Participating Class Member's Individual Settlement
18 Payment shall be calculated solely by the Settlement Administrator according to the following
19 formula:

- 20 • Master Fraud Class members: the Settlement
21 Administrator shall divide 75% of the Net Settlement
22 Amount by the total number of students who enrolled in
23 any Master Class at Studio 4 in either Los Angeles or
24 New York, to come up with a "per Master Class
25 enrollment" amount. Each Master Fraud Class member
26 will receive a "per Master Class enrollment" amount for
27 each Master Class that he or she enrolled in during the
28 Class Period.

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- General Fraud Class members: The Settlement Administrator shall divide the remaining 25% of the Net Settlement Amount by the total number of students who enrolled in any non-Master Class at Studio 4 in either Los Angeles or New York during the Class Period, to come up with a “per month” amount. Each General Fraud Class Member will receive a “per month” amount for the time he or she was enrolled in non-Master Class classes during the Class Period. Class Members who enrolled in both Master Classes and non-Master Classes during the Class Period shall be entitled to payments from both calculations.

ii. Individual Settlement Payments shall be made by check and shall be made payable to each Participating Class Member as set forth in this Stipulation.

iii. The back of each check issued to Participating Class Members shall state as follows: “My signature hereon constitutes my declaration, under penalty of perjury, that I am the individual to whom this check was made payable and serves as my full and complete release of all ‘Released Claims’ as described more fully in the Stipulation and the Notice of Class Action Settlement.”

iv. If an Individual Settlement Payment checks remains uncashed after One Hundred Eighty (180) days from issuance, the Settlement Administrator shall pay over the total amounts represented by the uncashed checks to the National Women’s Law Center. Such payment shall be made anonymously, with no reference made to any Party or to this Action. In such event, the Participating Class Members who do not opt out of the Settlement, regardless of whether they cashed or did not cash their settlement checks, shall nevertheless remain bound by the Settlement.

c. Class Representative Service Awards. Subject to Court approval (and separate from the amounts being received by the Named Plaintiffs in exchange for the

1 settlement of their individual claims), the Named Plaintiffs shall each be paid a Class
2 Representative Service Awards not to exceed Ten Thousand Dollars (\$10,000) or any lesser
3 amount as awarded by the Court, for their time and effort in bringing and presenting the
4 Action and for releasing their Released Claims. Defendants will not oppose or object to
5 Named Plaintiffs' request for the Class Representative Service Awards not to exceed Ten
6 Thousand Dollars (\$10,000) each. The Class Representative Service Awards shall be paid to
7 the Named Plaintiffs from the Common Fund no later than fourteen (14) days after Defendants
8 provide the Settlement Administrator with the Gross Settlement Amount. The Settlement
9 Administrator shall issue an IRS Form 1099 to the Named Plaintiffs for their Class
10 Representative Service Awards. The Named Plaintiffs shall be solely and legally responsible
11 for any and all applicable taxes on their Class Representative Service Awards and shall hold
12 harmless Defendants, Class Counsel and Defense Counsel from any claim or liability for
13 taxes, penalties, or interest arising as a result of payment of the Class Representative Service
14 Awards. The Class Representative Service Awards shall be made in addition to the Named
15 Plaintiffs' Individual Settlement Payments and the Named Plaintiffs' Settlement Payments.

16 d. Award of Class Counsel's Fees and Costs. Subject to Court approval,
17 Class Counsel shall receive reasonable attorneys' fees in an amount not to exceed thirty-three
18 and one third percent (33 1/3%) of the Common Fund, which amounts to \$446,553.00. In
19 addition, and again subject to Court approval, from the Common Fund, Class Counsel shall be
20 reimbursed for actual litigation costs associated with Class Counsel's prosecution of the
21 Action in an amount estimated at this time to be approximately \$31,000.00 with an expectation
22 that the actual litigation costs shall likely not exceed \$41,000.00. Class Counsel shall provide
23 the Settlement Administrator with a properly and completed and signed IRS Form W-9 in
24 order for the Settlement Administrator to process the Class Counsel Award (and attorney fees
25 from the Named Plaintiffs' settlements) approved by the Court. Defendants will not oppose or
26 object to Plaintiffs' request for a total award of attorneys' fees (based on Named Plaintiff
27 Settlement and the Common Fund) not to exceed \$744,955 and request for reimbursement of
28 actual litigation costs estimated at this time to be approximately \$31,000.00 with an

1 expectation that the actual litigation costs shall likely not exceed \$41,000.00. In the event the
2 Court awards Class Counsel less than \$744,955.00 in attorneys' fees and/or less than
3 \$41,000.00 (or whatever the actual anticipated final costs are as submitted to the Court with
4 the Final Approval Motion) in litigation costs, the difference shall become part of the Net
5 Settlement Amount and shall be distributed to Participating Class Members as part of their
6 Individual Settlement Payments. The Administrator shall pay Class Counsel any Court-
7 approved attorneys' fees and costs not later than fourteen (14) days after Defendants provide
8 the Settlement Administrator with the Gross Settlement Amount. Class Counsel shall be
9 solely and legally responsible to pay all applicable taxes on Class Counsel's Fees and Costs.
10 The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for Class
11 Counsel's Fees and Costs. This Stipulation is not conditioned upon the Court awarding Class
12 Counsel any particular amount of attorneys' fees and/or costs, unless the amount awarded is
13 more than specified in this paragraph, in which case the Parties agree to negotiate in good faith
14 to amend this Stipulation to address such award by the Court.

15 e. Settlement Administration Costs. The Settlement Administrator shall be
16 paid from the Common Fund for the Settlement Administration Costs, which are estimated not
17 to exceed \$16,000.00. To the extent actual Settlement Administration Costs are greater than
18 \$16,000.00, such excess amount shall be taken out of the Common Fund. Any portion of the
19 estimated or designated Settlement Administration Costs that are not in fact required to fulfill
20 the total settlement administration costs shall become part of the Common Fund. Prior to
21 Plaintiffs filing a motion for final approval of this Settlement, the Settlement Administrator
22 shall provide the Parties with a statement detailing the Settlement Administration Costs to
23 date. The Parties agree to cooperate in the Settlement Administration process and to make all
24 reasonable efforts to control and minimize Settlement Administration Costs.

25 i. The Parties each represent that they do not have any financial
26 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
27 Administrator that could create a conflict of interest.

28 ii. The Settlement Administrator shall keep the Parties timely

1 apprised of the performance of all Settlement Administrator responsibilities required by the
2 Settlement. The Settlement Administrator shall be authorized to establish a Qualified
3 Settlement Fund (“QSF”) pursuant to IRS rules and regulations in which the Common Fund
4 shall be placed and from which payments required by the Settlement shall be made.

5 iii. The Settlement Administrator shall be entitled to withdraw from
6 the QSF its Settlement Administration Costs no earlier than seven (7) days after Defendants
7 provide the Settlement Administrator with the Gross Settlement Amount.

8 8. Non-Economic Settlement Terms. In addition to the economic terms set forth
9 above (and as set forth in **Exhibit 3**), the Parties further agree as follows:

10 a. Non-Disparagement/Confidentiality: The Parties, their agents,
11 representatives, and attorneys (whether counsel of record or personal) agree to maintain the
12 confidentiality of the Confidential Information, as defined in the Definitions, Paragraph 11
13 above. The Parties may refer any inquiries regarding any of the underlying facts or claims and
14 terms of this Stipulation to public records, public statements, and/or publicly filed documents.
15 No party shall proactively invite any such inquiry.

16 Notwithstanding the foregoing, Class Counsel may continue to undertake their full legal
17 responsibilities as class counsel for the Class Members in disclosing to any Class Member who
18 contacts them the terms of this Stipulation that have been disclosed to the Court. To the extent
19 Class Counsel’s communications with any Class Member requires disclosure of Confidential
20 Information, the Class Member to whom the disclosure is to be made must first execute an
21 agreement to be bound by the terms of this Confidentiality provision (“Confidentiality Rider”),
22 a copy of which is attached as **Exhibit A to Exhibit 3**, and which Class Counsel shall provide
23 to Defendants’ Counsel of record only as set forth below. The Parties agree and acknowledge
24 that no one other than Defendants’ Counsel of record shall receive the Confidentiality Riders,
25 including, but not limited to Defendants, their agents, and/or representatives. The executed
26 copies of each Confidentiality Rider shall be presented to Defendants’ Counsel in a sealed and
27 coded envelope with no personally identifying information within two (2) business days of the
28 execution of each such Confidentiality Rider. In the event Defendants believe any Class

1 Member discloses any Confidential Information, Defendants' Counsel shall notify Class
2 Counsel via electronic mail to determine if a Confidentiality Rider had been executed by that
3 Class Member. In the event that identified Class Member has executed a Confidentiality Rider.
4 Class Counsel shall then so identify via electronic mail the envelope by code number within 24
5 hours and Defendants' Counsel may then open the corresponding envelope to verify that a Rider
6 has been executed. If Class Counsel does not identify via electronic mail the envelope by code
7 number or confirm that no such rider was executed within 24 hours, then Defendants' Counsel
8 shall be authorized to open envelopes to determine if the identified Class Member executed a
9 Rider. If the identified Class Member's rider has been located, no additional envelopes shall be
10 opened. Other than this specific scenario, no envelopes shall ever be opened. The parties
11 acknowledge that Defendant's Counsel, Defendants and/or their agents and representatives
12 obtaining any information contained in the envelopes, other than through the specific scenario
13 described herein, is a violation of a privileged communication and subject to penalties and
14 investigation. Defendants' Counsel shall not make use of or disclose the existence of the Riders
15 unless there has been an alleged breach thereof, nor shall they disclose the identities of those
16 individuals who signed the Riders unless an alleged breach occurs.

17 The Parties shall not, directly or indirectly, publicize or disseminate any Confidential
18 Information, including without limitation by issuing or causing to be issued any statements to
19 the media or, any press release, holding a press conference, or in any form of media now known
20 or hereafter developed other than the agreed upon public statement set forth in Paragraph 8(d)
21 below ("Public Statement"). Notwithstanding the foregoing, to the extent that any Parties
22 receive any inquiry about any Confidential Information, they shall be permitted to respond by
23 stating that the Parties have reached an agreement, provide the inquiring person with a copy of
24 the Public Statement, and refer to the public records, public statements, and publicly filed
25 documents.

26 To the extent any media source publishes a false or defamatory statement regarding the
27 Action or this Stipulation, any Party may send a non-publishable demand to that media source
28 requesting a retraction and/or correction, but shall not be permitted to make any public

1 statement in response. Nothing herein shall preclude any Party from pursuing a claim against
2 such media source for defamation.

3 If any Party breaches this Confidentiality provision ("Breaching Party") by making a
4 statement to the press ("Statement"), the non-breaching Party ("Non-Breaching Party") shall
5 have the right to publicly respond to the Statement; provided, however, that before the Non-
6 Breaching Party responds, the Non-Breaching Party will provide written notice to the Breaching
7 Party's attorney (as specified in the Notice provision) that the Non-Breaching Party is going to
8 publicly respond within four (4) hours of such written notice. Within that four (4) hour period,
9 the Breaching Party's attorney may provide evidence that the Breaching Party did not in fact
10 make the Statement.

11 The Parties acknowledge that this Non-Disparagement/Confidentiality provision does
12 not limit a Party's ability to participate in any investigative proceeding of any federal, state, or
13 local government agency, pursuant to a valid court order or subpoena compelling such
14 participation or testimony. In the event that a third party attempts to subpoena any Confidential
15 Information or testimony that may illicit any Confidential Information, the Party who receives
16 the subpoena will immediately (within 48 hours of receipt) provide the other Parties with written
17 notice of the subpoena and an opportunity to object to or move to quash.

18 The Parties agree that by entering into this Stipulation, no Party or its attorneys has
19 violated any of its ethical obligations.

20 b. Dismissal of Sexual Exploitation Class Claims Without Prejudice. The
21 Class Notice will inform the Class Members that the sexual exploitation claims are not being
22 released or resolved as part of this Stipulation but are being dismissed without prejudice and
23 that the statute of limitations was tolled during the pendency of this suit and remains tolled until
24 final approval of this Stipulation is granted, and Judgment entered in this Action, or the Action
25 is dismissed. Further, via the jointly filed Motions for Preliminary and Final Approval of Class
26 Action Settlement, the Parties shall explain that the Sexual Exploitation Claims are not being
27 released, that the statute of limitations (to the extent it had not already run prior to the initiation
28 of this action) continues to be tolled until the Court grants final approval and the time for an

1 appeal has ceased, and the claims are being dismissed without prejudice.

2 c. Non-economic terms (Exhibit 3): In addition to the monetary terms set
3 forth herein, the Parties have agreed to additional non-economic relief as well, which will be
4 presented to the Court under seal, for review and approval. The motion to file these terms under
5 seal will be filed by Defendants simultaneously with the joint Motion for Preliminary Approval.
6 Should the Court deny the request for these terms to be submitted under seal, the Parties shall
7 follow any instructions received from the Court or, in the absence of such instructions, the terms
8 shall be placed in an unredacted version of **Exhibit 3** to the Stipulation.

9 d. Public Statement. The Parties agree to issue the following joint public
10 statement: "The parties and their counsel, Hadsell Stormer Renick & Dai LLP and Valli Kane
11 & Vagnini LLP on behalf of Plaintiffs and Gordon & Rees and Manning & Kass, Ellrod,
12 Ramirez, Trester LLP, on behalf of Defendants, are pleased to have resolved portions of this
13 dispute and pending lawsuit, Sarah Tither-Kaplan and Toni Gaal, on behalf of themselves and
14 all those similarly situated v. James Franco, Vince Jolivette, Jay Davis, Rabbitbandini
15 Productions; Rabbitbandini Productions, LLC; Rabbitbandini Films, LLC; Dark Rabbit
16 Productions, LLC; Rabbitbandini Productions Studio 4, LLC, and Does 1-10. While Defendants
17 continue to deny the allegations in the Complaint, they acknowledge that Plaintiffs have raised
18 important issues; and all parties strongly believe that now is a critical time to focus on addressing
19 the mistreatment of women in Hollywood. All agree on the need to make sure that no one in the
20 entertainment industry – regardless of sex, race, religion, disability, ethnicity, background,
21 gender or sexual orientation – faces discrimination, harassment or prejudice of any kind."

22 f. Liquidated Damages. The Parties agree that any breach of the
23 Confidentiality and Non-Disparagement provisions of this Agreement constitutes a material
24 breach. In addition to any other damage to which the non-violating Party may be entitled to
25 recover as the result of such a breach, the Parties agree that the violating party shall be liable for
26 liquidated damages in the amount of Five Thousand Dollars (\$5,000) for each breach. Should
27 a dispute arise over whether a breach has occurred, that dispute shall be resolved by a Court of
28 competent jurisdiction.

1 g. Counsel Website & Social Media Posting. Upon execution of **Exhibit 3**
2 to this Agreement, Class Counsel (“Valli Kane & Vagnini LLP”) agreed to remove the then
3 current image of James Franco (“Franco”) (and all other information about this lawsuit) from
4 the front page of its website and not replace it with any other image of Franco or any other
5 information about Defendants or this lawsuit. After the Court grants Final Approval of the
6 Stipulation, Class Counsel (Valli Kane & Vagnini LLP and Hadsell Stormer Renick Dai LLP)
7 may not with respect to any aspect of this Action (i) refer to any of the Defendants by name or
8 reference, (ii) use Defendants’ likenesses, or (iii) refer to the lawsuit, the public record or the
9 public filings regarding the lawsuit, on their websites, in any marketing or advertising materials,
10 in any public statements about this proceeding, or on any social media platform (including but
11 not limited to LinkedIn, Facebook, Twitter, and Instagram (collectively “Social Media”). Class
12 Counsel may however use either of the following statements on their website: “[Firm(s)] has(ve)
13 resolved a multimillion dollar class action lawsuit against a well-known actor, his film studio,
14 production companies and co-defendants,” or “[Firm(s) settle(s) a multimillion dollar lawsuit
15 against a well-known actor, his film studio production companies and co-defendants.”
16 Defendants and Defense Counsel shall make no reference to Plaintiffs or Plaintiffs’ Counsel
17 with respect to any aspect of this Action in any Social Media.

18 h. Mediation/Arbitration: If at any point prior to motion for preliminary
19 approval being filed any dispute arises over the Stipulation including the Non-Economic Terms
20 set forth in **Exhibit 3**, the Parties agree to resolve the matter by way of a confidential ADR
21 process beginning with direct negotiation, if that is unsuccessful then mediation (which shall be
22 scheduled for the earliest possible date with Judge Louis Meisinger, or another mutually agreed
23 upon mediator, and under no circumstance shall take place later than thirty (30) days after one
24 of the Parties notifies the other in writing (email is sufficient) that they have discontinued the
25 direct negotiations), and then, if mediation is unsuccessful, on to confidential binding arbitration
26 with Judge Meisinger or an arbitrator the Parties choose in his stead (retired Judge only),
27 pursuant to the Signature Resolution Arbitration Rules. The parties agree to proceed with an
28 expedited process before Judge Meisinger or his designee that the Parties have agreed upon.

1 The Arbitration will take place in Los Angeles, California applying California law. California
2 Code of Civil Procedure discovery rules shall apply. The Parties are entitled to seek punitive
3 damages.

4 9. Final Settlement Approval Hearing and Entry of Final Order and Judgment.

5 Within a reasonable time following the Response Deadline, the Court will conduct a Final
6 Approval Hearing upon Class Counsel's motion for final approval of the Settlement seeking
7 approval, including determination of the amounts payable for: (i) the Class Counsel Award of
8 Fees and Costs; and (ii) the Class Representative Service Awards. Prior to the Final Approval
9 Hearing, the Settlement Administrator shall provide a written report or declaration to the
10 Parties describing the process and results of the administration of the Stipulation to date,
11 which report or declaration shall be filed by the Plaintiffs with the Court prior to the Final
12 Approval Hearing.

13 10. Nullification of Settlement. In the event: (i) the Court does not enter the
14 Preliminary Approval Order; (2) the Court does not grant final approval of the Stipulation; (iii)
15 the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become
16 final for any other reason, this Stipulation shall be rendered null and void, any order or
17 judgment entered by the Court in furtherance of this Settlement shall be treated as void from
18 the beginning, and this Stipulation and any documents related to it shall not be used by any
19 Class Member or Class Counsel to support any claim or request for class certification in the
20 Action, and shall not be used in any other civil, criminal or administrative action against any
21 Party or any of the Released Parties. If Defendants elect to revoke the Settlement, as specified
22 herein, the Parties and any monies required to be paid under this Stipulation shall be returned
23 to their respective statuses as of the date and time immediately prior to the execution of this
24 Stipulation, and the Parties shall proceed in all respects as if this Stipulation had not been
25 executed, except that any Settlement Administration Costs already incurred by the Settlement
26 Administrator shall be paid to the Settlement Administrator by Defendants. In the event an
27 appeal is filed from the Court's Final Order and Judgment by an objector, or any other
28 appellate review is sought, administration of the Stipulation shall be stayed pending final

1 resolution of the appeal or other appellate review. Any fees incurred by the Settlement
2 Administrator prior to it being notified of the filing of an appeal from the Court's Final Order
3 and Judgment, or any other appellate review, shall be paid to the Settlement Administrator by
4 Defendants.

5 11. No Admission by Defendants. Defendants deny all claims alleged in this Action
6 and deny all wrongdoing whatsoever by Defendants. Neither this Stipulation, nor any of its
7 terms and conditions, nor any of the negotiations connected with it, is a concession or
8 admission, and none shall be used against Defendants as an admission or indication with
9 respect to any claim any fault, of a concession or omission by Defendants, or that class
10 certification is proper under the standard applied to contested class certification motions. The
11 Parties stipulate and agree to the certification of the Fraud Class for settlement purposes only.
12 As part of this Stipulation, Defendants shall not be required to enter into any consent decree
13 nor shall Defendants be required to agree to any provision for injunctive or prospective relief.
14 The Parties further agree that this Stipulation will not be admissible in this or any other
15 proceeding as evidence that either (i) a class action should be certified, or (ii) Defendants are
16 liable to Plaintiffs or any Class Member. Named Plaintiffs on their own behalf and on behalf
17 of the Class Members in the Action maintain that Defendants are liable for the claims alleged,
18 and contend that the claims give rise to liability, damages, restitution, penalties or other
19 payments. Nonetheless, this Stipulation is a compromise of disputed claims. Nothing
20 contained in this Stipulation, no documents referred to herein, and no action taken to carry out
21 this Stipulation, shall be construed or used as a denial by or against Defendants, or any
22 Releasees, as to the merits or lack thereof of the claims asserted in the Action.

23 12. Exhibits and Headings. The terms of this Stipulation include the terms set forth
24 in any attached Exhibits, which are incorporated by this reference as though fully set forth
25 herein. The exhibits to this Stipulation are an integral part of the Settlement.

26 13. Interim Stay of Action. The Parties agree to stay and to request that the Court
27 stay all proceedings in the Action, except such proceedings necessary to implement and
28 complete the Stipulation and enter the Final Order and Judgment.

1 14. Amendment or Modification. This Stipulation may be amended or modified only
2 by a written instrument signed by counsel for all Parties or their successors-in-interest.

3 15. Severability. Should any provision of the Stipulation, or any portion thereof, be
4 declared or be determined by any court to be illegal or invalid, the validity of the remaining
5 parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or
6 provision shall be automatically conformed to the law, if possible, or deemed not to be a part
7 of the Agreement, if not.

8 16. Entire Agreement. This Stipulation and any attached Exhibits constitute the
9 entire agreement between the Parties, and no oral or written representations, warranties, or
10 inducements have been made to Plaintiffs or Defendants concerning this Stipulation or its
11 Exhibits other than the representations, warranties, and covenants contained and memorialized
12 in this Stipulation and its Exhibits. No other prior or contemporaneous written or oral
13 agreements may be deemed binding on the Parties.

14 17. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
15 Counsel warrant and represent they are expressly authorized by the Parties whom they
16 represent to negotiate this Stipulation and to take all appropriate actions required or permitted
17 to be taken by such Parties pursuant to this Stipulation to effectuate its terms, and to execute
18 any other documents required to effectuate the terms of this Stipulation. The Parties, Class
19 Counsel and Defense Counsel shall cooperate with each other and use their best efforts to
20 effect the implementation of the Stipulation. The persons signing this Stipulation on behalf of
21 Defendants warrant that they are authorized to sign this Stipulation on behalf of Defendants.
22 Plaintiffs represent and warrant that they are authorized to sign this Stipulation and that they
23 have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.
24 All Parties have cooperated in the drafting and preparation of this Stipulation. Hence, in any
25 construction made of this Stipulation, the same shall not be construed against any of the
26 Parties.

27 18. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
28 inure to the benefit of, the successors and assigns of the Parties.

Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071

06/29/2021

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19. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California, without giving effect to any law that would cause the laws of any jurisdiction other than the State of California to be applied.

20. Counterparts. This Stipulation may be executed in one or more counterparts and/or by facsimile or electronic copy, each of which shall be deemed an original. All executed counterparts and each of them shall be deemed to be one and the same instrument.

21. This Settlement is Fair, Adequate and Reasonable. The Parties represent that this Stipulation represents a fair, adequate, and reasonable settlement of the Action and that they arrived at this Stipulation after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

22. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgments entered in connection therewith, and the Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in connection herewith.

23. Binding Nature of Notice of Class Action Settlement. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of the Stipulation, and the release of Released Claims and shall have the same force and effect as if this Stipulation were executed by each Participating Class Member.

Dated: 6/17/2021, 2021

DocuSigned by:
Sarah Tiller
Plaintiff Sarah Tiller Kaplan

Dated: _____, 2021

Plaintiff Toni Gaal

Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071

1 19. California Law Governs. All terms of this Stipulation and the Exhibits hereto
2 shall be governed by and interpreted according to the laws of the State of California, without
3 giving effect to any law that would cause the laws of any jurisdiction other than the State of
4 California to be applied.

5 20. Counterparts. This Stipulation may be executed in one or more counterparts
6 and/or by facsimile or electronic copy, each of which shall be deemed an original. All
7 executed counterparts and each of them shall be deemed to be one and the same instrument.

8 21. This Settlement is Fair, Adequate and Reasonable. The Parties represent that
9 this Stipulation represents a fair, adequate, and reasonable settlement of the Action and that
10 they arrived at this Stipulation after extensive arms-length negotiations, taking into account all
11 relevant factors, present and potential.

12 22. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the
13 Court shall retain jurisdiction with respect to the interpretation, implementation, and
14 enforcement of the terms of this Stipulation and all orders and judgments entered in
15 connection therewith, and the Parties, Class Counsel and Defense Counsel submit to the
16 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the
17 Settlement embodied in this Stipulation and all orders and judgments entered in connection
18 herewith.

19 23. Binding Nature of Notice of Class Action Settlement. It is agreed that because
20 the Class Members are so numerous, it is impossible or impractical to have each Class
21 Member execute the Stipulation. The Class Notice shall advise all Class Members of the
22 binding nature of the Stipulation, and the release of Released Claims and shall have the same
23 force and effect as if this Stipulation were executed by each Participating Class Member.

24
25 Dated: _____, 2021

Plaintiff Sarah Tither Kaplan

26
27 Dated: 6/17/2021, 2021

DocuSigned by:
Toni Gaal

Plaintiff Toni Gaal E3C7B426D05747A...

06/20/2021

Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071

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Dated: 6/17/2021, 2021

DocuSigned by:

James Vagnini

VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: _____, 2021

HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: _____, 2021

James Franco

Dated: _____, 2021

Vince Jolivette

Dated: _____, 2021

Jay Davis

Dated: _____, 2021

On behalf of Defendants Rabbitbandini
Productions, Rabbitbandini ProductionsLC,
Rabbitbandini Films, LLC, Dark Rabbit
Productions, LLC, and RabbitBandini Productions
Studio 4

Dated: _____, 2021

GORDON REES SCULLY MANSUKHANI, LLP
Counsel for Defendants James Franco,
Rabbitbandini Productions, Rabbitbandini
Productions, LLC, Rabbitbandini Films, LLC,
Dark Rabbit Productions, LLC, and RabbitBandini
Productions Studio 4

Gordon Rees Scully Mansukhani, LLP
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Dated: _____, 2021

VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: 6/17/2021, 2021

DocuSigned by:
Dan Stormer

HADSSELL STORMER KENICK DAI LLP
Counsel for Plaintiffs

Dated: _____, 2021

James Franco

Dated: _____, 2021

Vince Jolivette

Dated: _____, 2021

Jay Davis

Dated: _____, 2021

On behalf of Defendants Rabbitbandini
Productions, Rabbitbandini ProductionsLC,
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Studio 4

Dated: _____, 2021

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Counsel for Defendants James Franco,
Rabbitbandini Productions, Rabbitbandini
Productions, LLC, Rabbitbandini Films, LLC,
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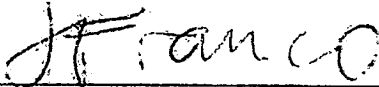
Dated: _____, 2021

VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: _____, 2021

HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: 6/21, 2021



James Franco

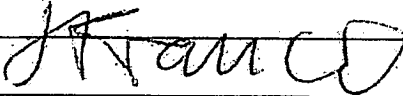
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Vince Jolivette

Dated: _____, 2021

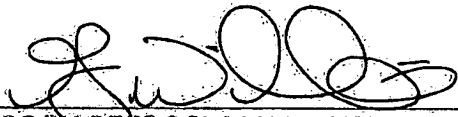
Jay Davis

Dated: 6/21, 2021



On behalf of Defendants Rabbitbandini
Productions, Rabbitbandini ProductionsLC,
Rabbitbandini Films, LLC, Dark Rabbit
Productions, LLC, and RabbitBandini Productions
Studio 4

Dated: 6/22, 2021



GORDON REES SCULLY MANSUKHANI, LLP
Counsel for Defendants James Franco,
Rabbitbandini Productions, Rabbitbandini
Productions, LLC, Rabbitbandini Films, LLC,
Dark Rabbit Productions, LLC, and RabbitBandini
Productions Studio 4

Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071

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Dated: _____, 2021

VALLI KANE & VAGNINI LLP

Counsel for Plaintiffs

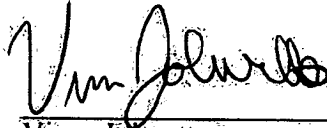
Dated: _____, 2021

HADSELL STORMER RENICK DAI LLP

Counsel for Plaintiffs

Dated: _____, 2021

James Franco



Vince Jolivette

Dated: _____, 2021

Dated: _____, 2021

Jay Davis

Dated: _____, 2021

On behalf of Defendants Rabbitbandini
Productions, Rabbitbandini ProductionsLC,
Rabbitbandini Films, LLC, Dark Rabbit
Productions, LLC, and RabbitBandini Productions,
Studio 4

Dated: _____, 2021

GORDON REES SCULLY MANSUKHANI, LLP

Counsel for Defendants James Franco,
Rabbitbandini Productions, Rabbitbandini
Productions, LLC, Rabbitbandini Films, LLC,
Dark Rabbit Productions, LLC, and RabbitBandini
Productions Studio 4

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Dated: _____, 2021

VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: _____, 2021

HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: _____, 2021

James Franco

Dated: _____, 2021

Vince Jolivette

Dated: 6/22, 2021



Jay Davis

Dated: _____, 2021

On behalf of Defendants Rabbitbandini
Productions, Rabbitbandini ProductionsLC,
Rabbitbandini Films, LLC, Dark Rabbit
Productions, LLC, and RabbitBandini Productions
Studio 4

Dated: _____, 2021

GORDON REES SCULLY MANSUKHANI, LLP
Counsel for Defendants James Franco,
Rabbitbandini Productions, Rabbitbandini
Productions, LLC, Rabbitbandini Films, LLC,
Dark Rabbit Productions, LLC, and RabbitBandini
Productions Studio 4

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Dated: June 23, 2021



MANNING & KISS ELLROD, RAMIREZ,
TRESTER LLP
Counsel for Defendants Vince Jolivette and
Jay Davis

Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071

06/23/2021

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06/29/2021

EXHIBIT 1
(Notice)

**NOTICE OF PARTIAL CLASS ACTION SETTLEMENT IN THE CASE:
*Sarah Tither-Kaplan, Toni Gaal, et al. v. James Franco, Vince Jolivette, Jay Davis;
 Rabbitbandini Productions; Rabbitbandini Productions, LLC; Rabbitbandini Films, LLC;
 Dark Rabbit Productions, LLC; and Rabbitbandini Productions Studio 4, LLC*
 Los Angeles Superior Court, Case No. 19STCV35156**

THIS AFFECTS YOUR LEGAL RIGHTS; PLEASE READ CAREFULLY

You have received this Notice because Defendants’ records indicate that you are a Class Member. A “Class Member” is defined in the Settlement as any individual who took any courses at Studio 4 Film School in Los Angeles or New York at any time from February 2014 through [INSERT PRELIMINARY APPROVAL ORDER DATE]

THE LOS ANGELES SUPERIOR COURT HAS PRELIMINARILY APPROVED THIS SETTLEMENT

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
PARTICIPATE IN THE CLASS SETTLEMENT = DO NOTHING	The Class Settlement is to resolve certain claims pertaining to fraud relating to the enrollment and operation of Studio 4. You will be paid your Individual Settlement Payment and you will give up any rights to bring the same fraud claims against Defendants.
DISPUTE THE NUMBER OR TYPE OF COURSES IN WHICH YOU ENROLLED	Challenge/Dispute the number or type of courses you enrolled in at Studio 4 during the Class Period. The Settlement Administrator may accept or reject your dispute. Receive your Individual Settlement Payment and give up any rights to bring the same claims against Defendants.
EXCLUDE YOURSELF	If you do not want to participate in the Settlement and receive an Individual Settlement Payment, you may opt-out of any connection with this Action and retain any rights you may have against Defendants, as explained below.
OBJECT	If you do not exclude yourself, you may object to the settlement by submitting an objection explaining why you do not agree with the Settlement. The Court may or may not agree with your objection.

These rights and options and the deadlines to exercise them – are explained in detail below.

06/29/2021

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

1. Why Did I Get This Notice?

Defendants' records indicate that you enrolled in one or more courses at Studio 4 Film School in Los Angeles or New York City during the Class Period ("Class Member").

The Los Angeles Superior Court (the "Court") preliminarily approved the Settlement on behalf of the Class (for clarity, "Class" as it is used herein applies to the Fraud Claims and does not apply to the sexual exploitation claims as alleged in the Complaint., Upon final approval of the settlement the sexual exploitation claims will be dismissed without prejudice. The Court has not entered judgment and has not determined that there is any merit to Plaintiffs' claims or that Defendants engaged in any wrongdoing in this Action. The Court still has to decide whether to grant final approval of the Settlement. If the Court grants final approval of the Settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows.

Plaintiffs and Defendants, and their respective counsel, have concluded that the Settlement is fair and in the best interests of the Class Members considering the risks and uncertainties to each side of continued litigation. Because the Settlement will affect your legal rights, the Court ordered that this Notice be sent to you. This Notice will provide you with a brief description of the Action; inform you of the terms of the Settlement; and advise you of your legal rights.

2. What Is The Lawsuit About?

Two former students Sarah Tither-Kaplan and Toni Gaal ("Plaintiffs") have sued Rabbitbandini Productions; Rabbitbandini Productions, LLC; Rabbitbandini Films, LLC; Dark Rabbit Productions, LLC; Rabbitbandini Productions Studio 4, LLC, James Franco, Vince Jolivette, and Jay Davis ("Defendants"), on behalf of themselves and others similarly situated for two different types of claims (1) claims based on sexual harassment, misconduct and exploitation and (2) claims pertaining to fraud relating to the enrollment and operation of Studio 4. This settlement resolves ONLY the fraud claims surrounding enrollment and tuition paid to the Studio and it does NOT release or resolve any sexual harassment, misconduct or exploitation claims. Upon final approval of the settlement the sexual exploitation (non-fraud) claims will be dismissed without prejudice.

3. What Are The Parties Positions?

Defendants deny Plaintiffs' claims and believe that they do not have any liability to the Class under the claims asserted in the Action, or that, but for the Settlement, the Class should be certified in the Action. Nonetheless, it is Defendants' position that this Settlement is entered into solely for the purpose of compromising highly-disputed claims. Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing by Defendants. Plaintiffs maintain that their claims are meritorious, that Defendants are liable for the claims alleged and contend that the claims give rise to liability, damages, restitution, penalties or other payments and deny that any defense asserted by Defendants was meritorious. Nonetheless, Plaintiffs believe this is a fair and adequate settlement that is in the best interests of all Class Members.

4. Who Are Class Counsel?

Questions?
Call [insert number]

06/29/2021

**Attorneys for Plaintiff and the Class
("Class Counsel")**

**HADSELL STORMER RENICK &
DAI LLP**

Dan Stormer
Tanya Sujhija-Cohen
128 N. Fair Oaks Avenue
Pasadena, CA 91103
Telephone: (626) 585-9600
dstormer@hadsellstormer.com
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James A. Vagnini
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Monica Hincken
Matthew Berman
600 Old Country Road, Ste. 519
Garden City, New York 11530
Telephone: (516) 203-7180
jvagnini@vkvlawyers.com,
skane@vkvlawyers.com
mhincken@vkvlawyers.com,

5. Do I Need to Hire an Attorney?

You do not need to hire your own attorney for this Settlement, as you are represented by Class Counsel. However, if you wish to be represented by your own lawyer, you may hire one at your own expense.

6. What Does the Settlement Provide?

Settlement Amount

Defendants, have agreed to pay a total of \$2,235,000 ("Gross Settlement Amount") to settle this Action. Defendants are personally responsible for the settlement payments, with their insurance carriers advancing the settlement proceeds. The Gross Settlement Amount, includes without limitation, payments to the Named Plaintiffs for the settlement of their individual sexual exploitation claims against Defendants, all payments ("Individual Settlement Payments") to those Class Members who decide to participate in the Settlement ("Participating Class Members"), Settlement Administration Costs, Class Counsel's attorneys' fees and litigation costs, Class Representatives' Service Awards, and any other fees and expenses (other than Defendants' attorneys' fees and expenses) incurred in implementing the terms and conditions of this Agreement and securing the Order Granting Final Approval of the Settlement and Judgment to be entered by the Court.

Questions?
Call

The "Common Fund" is the remaining portion of the Gross Settlement amount available for distribution to Participating Class Members after deduction of the Named Plaintiffs' Settlement Payments.

The "Net Settlement Amount" is the remaining portion of the Common Fund available for distribution to Participating Class Members after deduction of the Court Approved Class Counsel's attorneys' fees and litigation costs, Settlement Administration Costs, and the Class Representative Service Awards.

Distribution of the Gross Settlement Amount

Subject to the terms and conditions of the Settlement after the Court approves the Settlement, the Settlement Administrator will make the following payments from the Gross Settlement Amount as follows:

The Settlement Administrator will pay Settlement Payments totaling \$894,000 inclusive of attorney fees, to the Named Plaintiffs' for their sexual exploitation claims.

From the Common Fund of \$1,341,000 the following payments will be made:

First, Class Counsel will apply to the Court for an amount not to exceed \$10,000 each for Plaintiffs in recognition of Plaintiffs' effort and risk (financial, professional, and emotional) taken in pursuing this Action on behalf of the Class. The Court will determine the actual amount awarded to Plaintiffs. The Settlement Administrator will pay the Class Representative Service Awards, as awarded by the Court.

Second, Class Counsel will apply to the Court for a total award of attorneys' fees of up to one-third of the Common Fund (for a total of up to \$447,000.00) for their Class Counsel attorneys' fees payment and an award of actual litigation costs (not to exceed \$41,000.00). The Court will determine the actual amounts awarded. The Settlement Administrator will then pay Class Counsel's attorneys' fees and litigation costs as awarded by the Court.

Third, the Settlement Administrator will pay itself for all reasonably incurred administration costs, including the cost of preparing and mailing this Notice and processing payments under the Settlement Agreement. The Court will determine the actual amount awarded. The amount shall not exceed \$16,000.00.

Fourth, the Settlement Administrator will allocate the Net Settlement Amount pursuant to Section 10 below.

7. What Is My Estimated Settlement Payment? What if I Disagree with My Estimated Payment?

Your estimated Individual Settlement Payment is \$ [] which is based on your having been enrolled in [] Master Classes and/or paying for [] months of General Classes. You will receive a 1099 for this payment and you will be solely responsible for the reporting and payment of any federal, state, and/or local income or other tax withholdings, if any, on your Individual Settlement Payment.

Questions?
Call [insert number]

06/20/2021

If you believe this information is incorrect, and you wish to dispute this estimate, your dispute must be emailed or postmarked no later than [redacted]. The date of the postmark on the envelope or when the email is received shall be the exclusive means used to determine whether the dispute has been timely submitted. If you do not timely dispute the information contained above, said information shall govern the calculation of your Individual Settlement Payment under the Settlement. You may contact the Settlement Administrator or Class Counsel with any questions.

If a challenge is timely submitted but is deficient or incomplete, the Settlement Administrator will send to you within five (5) business days of receipt of the challenge a deficiency notice explaining the deficiencies and stating that you will have ten (10) calendar days from the date of the deficiency notice to correct the deficiencies and resubmit the challenge

In the event of such a dispute, the Settlement Administrator will contact you, Class Counsel and Defense Counsel and will work in good faith to resolve it. Defendants will review its payroll and personnel records to verify the correct number of workweeks. After consultation with Class Counsel, you, and Defendants, the Settlement Administrator will make a determination of your number of pay periods and that determination will be final and binding on Plaintiffs, Defendants, and you and will be non-appealable.

8. How Was My Share Calculated?

Based on information provided by Defendants, each Class Member's Individual Settlement Payment was determined based on the following:

- For Master Class students, the 75% of the Net Settlement Amount that was allocated to payment of Master Class students was divided evenly among all student enrollments in all Master Classes during the Class Period to come up with a "per Master Class enrollment amount." That amount was then multiplied by the number of Master Classes in which each Master Class student enrolled during the Class Period to determine each Master Class student's Individual Settlement Payment. For example, if a Master Class student enrolled in only one Master Class during the Class Period, his or her Individual Settlement Payment would be equal to the per Master Class enrollment amount. If he or she enrolled in two Master Classes during the Class Period, his or her Individual Settlement Payment would be double the per Master Class enrollment amount.
- For General Class students, the 25% of the Net Settlement Amount that was allocated to payment of General Class students was divided evenly among all students paying monthly tuition during the Class Period to come up with a "General Class tuition amount." That amount was then multiplied by the number of months in which each General Class student was enrolled during the Class Period to determine each General Class student's Individual Settlement Payment. For example, if a General Class student paid only one month of tuition during the Class Period, his or her Individual Settlement Payment would be equal to the per General Class tuition amount. If he or she enrolled in two months of General Classes during the Class Period, his or her Individual Settlement Payment would be double the per General Class tuition amount. If a General Class student also enrolled in one or more Master Classes during the Class Period, his or her Individual Settlement Payment would be the total of both the Master Class amount and the General Class amount.

- Simply put, the more tuition paid by a student (for Master or General Classes) will result in a greater recovery to said student.
- There will be no reversion of any of the Gross Settlement Amount, Common Fund or Net Settlement Amount to Defendant.

9. How Can I Get Payment? And What Happens If I Do Nothing?

If you take no further action as a Class Member, you will be considered a Participating Class Member, you will be represented by Class Counsel, and will have the right to recover your Individual Settlement Payment if the Settlement is approved by the Court and the Final Approval Date occurs.¹ As a Participating Class Member, you will not be separately charged for the services of Class Counsel. As a Participating Class Member, you will be bound by the terms of the Settlement which will result in a release of your claims as described below under **Released Claims**.

10. When Would I Get My Payment?

The Court will hold the Final Approval Hearing on or about or such other, later date as the Court may authorize, in Department SS-11 of the California Superior Court for the County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012, to determine whether the Settlement is fair, reasonable, and adequate; and if there are objections, the Court will consider them. The Court will also be asked to approve requests including, but not limited to, Class Counsel's request for attorneys' fees and litigation costs, the Class Representatives' Service Awards, and the Settlement Administration Costs.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing unless you have filed a notice of intention to appear with the Court.

Within 40 days of the Final Approval Date, the Settlement Administrator shall issue Claim Amounts to Participating Class Members in the form of a check, which shall become null and void if not deposited within 160 days of issuance. After 180 days of issuance, funds from undeposited checks will be held by the Settlement Administrator; if the Participating Class Member to whom the undeposited check is issued does not contact Class Counsel or the Settlement Administrator concerning his or her settlement payment within such 180 days of issuance of the payment, the amount of that Participating Class Member's undeposited check shall be delivered to the National Women's Law Center. The failure by a Participating Class Member to claim or deposit any check issued by the Settlement Administrator shall have no effect on that Participating Class Member's release of all Released Claims as set forth herein.

¹ "Final Approval Date" mean the latest of the following dates: (i) if no Class Member both intervenes in the Action and files an objection to the Settlement on or prior to the Court entering an order granting final approval of the Settlement, then the date the Court enters an order granting final approval of the Settlement; or (ii) if there is any objection to the settlement by an intervenor on or prior to the Court enters an order granting final approval of the Settlement, then on the date of final resolution of that intervenor's objection (including any appeal) resulting in final judicial approval of the Settlement.

Questions?

Call

Released Claims

Upon the Final Approval Date, unless you submit a valid and timely request for exclusion, you shall be deemed to have fully, finally, and forever released Defendants and each of their predecessors and successors, as well as their current, former and future parents, subsidiaries, affiliated companies, fiduciaries, insurers, agents former and current employees, assigns, subrogees, privies, officers, officials, directors, administrators, attorneys, contractors, and shareholders ("Releasees"), from any and all charges, complaints, claims, promises, agreements, controversies, suits, demands, costs, losses, debts, actions, causes of action, damages, judgments, obligations, liabilities and expenses of whatever kind and character, known or unknown, suspected or unsuspected, including any claims for attorneys' fees and costs of the Participating Class Members, individually, and on behalf of their spouses, family members, agents, employees, representatives, successors, attorneys and assigns that were pleaded or could have been pleaded, of any kind or nature, whether known or unknown, suspected or unsuspected, based upon or arising from or relating to the factual allegations set forth in the Complaint (**with the exclusion of claims related to sexual exploitation, which are not released herein except as to the Named Plaintiffs**) filed in this Action and arising at any time prior to the entry of the Preliminary Approval Order, including, without limitation, claims for: (1) violation of California Business & Professions Code Section 17200; (2) violations of the Consumer Legal Remedies Act; (3) Untrue and Misleading Advertising; (4) breach of contract; (5) breach of the implied covenant of good faith and fair dealing; (6) negligent misrepresentation; (7) fraud; (8) false promise; and (9) unjust enrichment.

By remaining a Participating Class Member, you are not releasing claims for sex discrimination, sexual harassment, or interference with the exercise of civil rights, which are not released herein except as to Plaintiffs. Those claims are being dismissed without prejudice. To the extent the statute of limitations on such claims has not already run, you will not be barred from pursuing such claims against Defendants by your participation in this Settlement. The only claims being released are those pertaining to the fraud claims.

11. How Do I Exclude Myself from the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself (generally called "opting out") by submitting a written opt-out request to the Settlement Administrator. Your request for exclusion must (a) be in writing; (b) state the name, address and telephone number of the Class Member; (c) state the Class Member's approximate dates of enrollment at Studio 4 Film School; (d) request exclusion from the Class saying words to the effect of "I wish to opt out of the Class in: *Tither-Kaplan et al. v. James Franco, Studio 4, et al.*, Los Angeles County Superior Court Case No. 19STCV35156"; (e) be postmarked no later than the []; and (f) be signed and dated with return address or contact information.

You must sign the request for exclusion personally, you may not have someone sign for you, and you may not sign for someone else.

Settlement Administrator

[insert contact info]

If you submit a timely request for exclusion, then upon its receipt you shall no longer be a member of the Class, you shall be barred from participating in any portion of the Settlement, you may not

Questions?

Call [insert number]

object to the Settlement, and you shall receive no benefits from the Settlement. If you wish, you may pursue, at your own expense, any claims you may have against Defendants. If you do not submit a complete and timely written request for exclusion, you will be included in the Class, and be bound by the terms of the Settlement (including the Released Claims described in Section 10 above), whether or not you disputed or challenged your employment information and/or filed an objection to the Settlement.

Do not submit both an objection and request for exclusion. If you submit both, the request for exclusion will be controlling, and you will be excluded from the Settlement Class.

17. How Do I Object to the Settlement and Appear at the Final Approval and Fairness Hearing?

If you do not submit a timely and valid request for exclusion and wish to object or otherwise be heard concerning this Settlement, you must provide the Settlement Administrator with written notice of your intent to object or comment to this Settlement. To be considered timely, the notice must be served on the Settlement Administrator no later than [] . The date of the postmark on the envelope or the date the email was sent shall be the exclusive means used to determine whether the objection has been timely submitted.

The notice must set forth any and all objections/comments to this Settlement and include any supporting papers and arguments. Either of the Parties may file a responsive document to any notice of intent to object or appear with the Court no later than five business (5) days before the Final Approval and Fairness Hearing.

If you timely submit a valid written objection, you *may* appear in person or through your own attorney (at your own expense) at the Final Approval Hearing, but you do not have to. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it.

If you object to the Settlement, you will still remain a Participating Class Member of the Settlement Class, and if the Court approves the Settlement, you will be bound by all the terms of the Settlement including the Released Claims against Releasees.

Do not file an objection if you only dispute the accuracy of the number of Master Classes or number of months of tuition you paid during the Class Period identified in this Notice. The procedure for disputing that information is set forth above. **Do not** file an objection if you decided to exercise your right to opt-out of the Settlement as described above, because you are not permitted to object if you opt-out.

If the court approves the Settlement despite any objections, you will receive your Claim Amount and will be bound by the terms of the Settlement (including the Released Claims described in Section 10 above).

18. How Do I Get Additional Information?

Questions?
Call [insert number]

As a Participating Class Member, if you move or change your address, and you want to continue to receive information and /or your Individual Settlement Payment at your new address, you must send notice of your change of address to the Settlement Administrator.

This Notice is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the Joint Stipulation of Settlement and Release, which is on file with the Clerk of the Court, Case No. 19STCV35156, Los Angeles County Superior Court, 312 North Spring Street, Los Angeles, CA 90012 or go on line at <http://openaccess.sb-court.org/OpenAccess/CIVIL/> and follow the instructions using the case name and number identified above. You may also contact the Settlement Administrator at [] and/or Class Counsel listed in Section 4.

19. Important Deadlines

The deadline to submit any of the following is []:

- Challenge (along with documentation) of number of workweeks
- Request for Exclusion from Participating in Settlement; or
- Notice of Objection to Settlement.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT, INSTEAD CONTACT THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL WITH ANY QUESTIONS

06/29/2021

EXHIBIT 2
(Proposed Order)

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11 mhincken@vkvlawyers.com, mberman@vkvlawyers.com

12 Attorneys for Plaintiffs

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

16 SARAH TITHER-KAPLAN and TONI GAAL,
on behalf of themselves and all those similarly
17 situated,

18 Plaintiffs,

19 v.

20 JAMES FRANCO, VINCE JOLIVETTE, JAY
DAVIS, RABBITBANDINI PRODUCTIONS;
21 RABBITBANDINI PRODUCTIONS, LLC;
RABBITBANDINI FILMS, LLC; DARK
22 RABBIT PRODUCTIONS, LLC;
RABBITBANDINI PRODUCTIONS STUDIO 4,
23 LLC, and DOES 1-10

24 Defendants.
25
26
27
28

Case No. 19STCV35156

[Assigned to the Honorable Ann I. Jones –
Dept. 11 – Spring Street Courthouse]

**[PROPOSED] ORDER GRANTING JOINT
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: TBD
Time: 8:30 a.m.
Dept: 11

[Concurrently filed herewith: Motion; and
Declarations; Exhibits]

1 **[PROPOSED] ORDER**

2 The Motion for Preliminary Approval of Class Action Settlement (“Motion”) by Plaintiffs Sarah
3 Tither-Kaplan and Toni Gaal (“Plaintiffs”) came on for hearing on _____, 2021 in
4 Department 11 of the Superior Court of California for the County of Los Angeles, the Honorable Ann
5 I. Jones presiding.

6 Plaintiffs, on behalf of themselves and the certified class that they represent, asserted claims
7 against Defendants JAMES FRANCO, VINCE JOLIVETTE, JAY DAVIS, RABBITBANDINI
8 PRODUCTIONS; RABBITBANDINI PRODUCTIONS, LLC; RABBITBANDINI FILMS, LLC;
9 DARK RABBIT PRODUCTIONS, LLC; RABBITBANDINI PRODUCTIONS STUDIO 4, LLC, and
10 DOES 1-10 under California’s Unfair Competition Law, Bus. & Prof. Code §17200, et seq.; False
11 Advertising Law, Bus & Prof. Code §17500, et seq. (“FAL”); Consumer Legal Remedies Act, Civ. Code
12 §1750, et seq.; Breach of Contract; Breach of the Covenant of Good Faith and Fair Dealing; Unjust
13 Enrichment; Negligent Misrepresentation; Fraud; and False Promises in relation to Defendants’ alleged
14 creation of a fraudulent acting school for which the Fraud Class paid tuition based on misleading
15 statements and misrepresentations concerning the opportunities they would be provided through
16 attending Studio 4. “Class Members” for the purposes of this Settlement shall mean any individual,
17 other than the Named Plaintiffs, who took any courses at Studio 4 Film School in Los Angeles or New
18 York at any time during the Class Period. Class Members are referred to as members of the “Fraud
19 Class,” which shall include the following subclasses: “General Fraud Class” shall mean any individual
20 who paid tuition for any course at Studio 4 Film School in Los Angeles or New York during the Class
21 Period; and “Master Fraud Class” shall mean any individual who paid tuition for one or more Master
22 Class courses at Studio 4 Film School in Los Angeles or New York during the Class Period.

23 Excluded from the definition of Class Members for purposes of this Settlement are the “Sexual
24 Exploitation Class” members as defined in the First Amended Complaint. However, members of the
25 excluded “Sexual Exploitation Class” may still be members of the General Fraud Class and/or the Master
26 Fraud Class. The Sexual Exploitation Class Claims are not being resolved or released as part of the
27 Settlement. They are being dismissed without prejudice. The applicable statute of limitations for the
28 Sexual Exploitation Class was tolled during the pendency of this lawsuit and remains tolled until a

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1 Judgment is entered. With respect to the Sexual Exploitation claims, only the Named Plaintiffs are
2 releasing their individual claims.

3 Plaintiffs moved for this Court to (1) preliminary approve the class-action settlement; (2) direct
4 distribution to the Class of a proposed Notice of Settlement of Class Action (the proposed "Notice");
5 and (3) set a hearing for final approval of the Settlement.

6 Upon reviewing and fully considering the Plaintiffs' Joint Motion for Preliminary Approval of
7 Class Action Settlement and Incorporated Memorandum of Law, the Settlement Agreement and
8 Exhibits, the Notice, and accompanying supporting declarations, IT IS HEREBY ORDERED that the
9 Motion is GRANTED as follows:

10 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement
11 Agreement.

12 2. The Court preliminary finds that the Settlement is fair, just, reasonable, and adequate, and
13 therefore preliminarily approves the Settlement as set forth in the Settlement Agreement, subject to further
14 consideration by the Court at the time of the Final Fairness Hearing.

15 3. The Court finds on a preliminary basis that the proposed settlement has been reached as
16 the result of lengthy, intensive, and non-collusive arm's length negotiations. It further appears that the
17 parties engaged in extensive mediation and negotiation such that counsel for the parties at this time are
18 able to evaluate reasonably their respective positions.

19 4. The Court finds on a preliminary basis that Class Counsel have significant experience in
20 class action litigation and are preliminary approved as Class Counsel for purposes of this settlement.

21 5. The Court approves JND Legal Administration as the Settlement Administrator. The
22 Settlement Administrator shall comply with the terms and conditions of the Settlement Agreement in
23 carrying out its duties pursuant to the Settlement.

24 6. The Court approves on a preliminary basis the payment of a service award in the amount
25 of \$10,000 to each of the Named Plaintiffs for a total of \$20,000.

26 7. A Final Fairness Hearing shall be held before this Court on _____, 2021
27 at _____ a.m./p.m. before the Honorable Ann I. Jones in Department 11 of the Superior Court of
28 California, Los Angeles, located at 111 North Spring Hill Street, Los Angeles, California to determine:

1 (a) whether the proposed settlement should be given final approval as fair, just and reasonable; (b) whether
2 a Final Order and Final Judgment should be entered; and (c) whether Class Counsel's application for
3 attorneys' fees and expenses and Class Representatives' request for service payments to be paid from the
4 Common Fund shall be approved.

5 8. The form, manner and content of the Notice, attached to the Settlement Agreement as
6 Exhibit 1, will provide the best notice practicable to the Class and constitutes valid and sufficient notice
7 to all Class Members, and fully complies with California Code of Civil Procedure section 382, California
8 Code of Civil Procedure section 1781, the Constitution of the State of California, the Constitution of the
9 United States, and other applicable law.

10 9. The Settlement Administrator shall disseminate the Class Notice, as provided in the
11 Settlement Agreement, attached as Exhibit 1 to the Settlement Agreement. The Notice Date shall be no
12 later than thirty-nine (39) days after the entry of this Court's Order of Preliminary Approval:
13 _____, 2021.

14 10. Any Class Member who wishes to be excluded from the Class must submit a written
15 request to the Settlement Administrator for exclusion from the settlement within sixty (60) calendar days
16 after Class Notice is mailed: _____, 2021. The request for exclusion must: (a) be in
17 writing; (b) state the name, address and telephone number of the Class Member; (c) state the Class
18 Member's approximate dates of enrollment at Studio 4 Film School; (d) request exclusion from the Class
19 saying words to the effect of "I wish to opt out of the Class in: *Tither-Kaplan et al. v. Franco, Studio 4, et*
20 *al.*, Los Angeles County Superior Court Case No. 19STCV35156"; (e) be postmarked no later than
21 _____, 2021; and (f) be signed and dated with return address or contact information.

22 Class Members who receive a re-mailed Notice will have an additional twenty (20) days to submit a
23 request for exclusion. All Class Members will be bound by the Final Order and Judgment unless such
24 Class Members timely file valid written requests for exclusion or opt out in accordance with this Order.

25 11. Any Class Member who has not filed a timely written request for exclusion and who wishes
26 to object must: provide the Settlement Administrator with written notice of your intent to object or
27 comment to this Settlement. To be considered timely, the notice must be served on the Settlement
28 Administrator no later than _____, 2021. The date of the postmark on the envelope or

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1 the date the email was sent shall be the exclusive means used to determine whether the objection has been
2 timely submitted. The notice must set forth any and all objections/comments to this Settlement and include
3 any supporting papers and arguments.

4 12. Any Class Member who files and serves a written objection may appear either in person or
5 through personal counsel hired at the Class Member's own expense, to object, but they are not required to
6 do so in order for the Court to consider the objection.

7 13. Within 150 calendar days after the Order of Preliminary Approval, Class Counsel will file
8 a Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees and Costs.

9 14. Any motion for final approval of the Settlement shall be filed sixteen (16) court days prior
10 to the Final Fairness Hearing.

11 15. The Settlement Administrator shall file a declaration regarding the implementation of the
12 Notice and outlining the scope, method, and results of the notice on or before sixteen (16) court days
13 before the date of the Final Fairness Hearing.

14 16. On or before sixteen (16) court days before the date of the Final Fairness Hearing, the
15 Settlement Administrator shall file its declaration regarding Requests for Exclusion.

16 This motion is brought pursuant to Rule 3.769 of the California Rules of Court, on the grounds
17 that the Settlement and proposed Plan of Allocation are fair, reasonable, and adequate, and that all
18 requirements for class certification have been met.

19 IT IS FURTHER ORDERED that if for any reason the Court does not grant final approval of the
20 Settlement, or the Settlement Agreement otherwise does not become effective in accordance with its terms,
21 this Order shall be rendered null and void and shall be vacated, and the parties shall be restored to their
22 pre-settlement positions in this action as more specifically set forth in the Settlement.

23
24 IT IS SO ORDERED

25
26 DATED: _____, 2021

27 _____
28 Honorable Ann I. Jones
Judge of the Los Angeles Superior Court

06/29/2021

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EXHIBIT 3
(MOU)

MEMORANDUM OF UNDERSTANDING RE NON-ECONOMIC TERMS

Subject to final approval by the Los Angeles Superior Court and with the provision that this Memorandum of Understanding ("MOU") will be further memorialized in a Joint Stipulation of Class Action Settlement (or similar long-form Settlement Agreement), the Parties hereby agree to the following settlement terms of the individual and class action designated as *Gaal v. Franco, et al.*, Los Angeles Superior Court Case No. 19STCV35156 (the "Action.")

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Non-disparagement & Confidentiality** – Other than as set forth further in the Agreement, the Parties, their agents, representatives, and attorneys (whether counsel of record or personal) (collectively "Party" or "Parties") agree to maintain the confidentiality of the negotiation (including all drafts) that led to the Settlement and this Agreement, the information and documents exchanged between the Parties for purposes of settlement and compromise only, and any facts relating to the underlying claims and allegations that are not expressly included in the public record or the public filings relating to this Action (collectively "Confidential Information.") The Parties may refer any inquiries regarding any of the underlying facts or claims and terms of the settlement to public records, public statements and/or publicly filed documents. No party shall proactively invite any such inquiry.

Notwithstanding the foregoing, Plaintiffs' counsel may continue to undertake their full legal responsibilities as class counsel for the Fraud Class and Sexual Exploitation Class in disclosing to any class member who contacts them the terms of the Settlement Agreement that have been disclosed to the Court. To the extent Plaintiffs' counsel's communications with any class member requires disclosure of Confidential Information, the class member to whom the disclosure is to be made must first execute an agreement to be bound by the terms of this Confidentiality provision ("Confidentiality Rider"), a copy of which will be attached as an exhibit to the Settlement Agreement and which Plaintiffs' counsel shall provide to Defendants' counsel of record only as set forth below. The Parties agree and acknowledge that no one other than Defendant's counsel of record shall receive the Confidentiality Riders, including but not limited to Defendants, their agents and/or representatives. The executed copies of each Confidentiality Rider shall be presented to Defendants' counsel of record in a sealed and coded envelope with no personally identifying information within two (2) business days of the execution of each such Confidentiality Rider. In the event Defendants believe any class member discloses any Confidential Information, Defendants' counsel shall notify Plaintiffs' Counsel via electronic mail to determine if a Confidentiality Rider had been executed by that class member. In the event that identified class member has executed a Confidentiality Rider, Plaintiffs' Counsel shall then so identify via electronic mail the envelope by code number within 24 hours and Defendants' counsel of record may then open the corresponding envelope to verify that a Rider has been executed. If Plaintiffs'

counsel does not identify via electronic mail the envelope by code number or confirm that no such rider was executed within 24 hours, then Defendants' counsel of record shall be authorized to open envelopes to determine if the identified class member executed a Rider. If the identified class member's rider has been located, no additional envelopes shall be opened. Other than this specific scenario, no envelopes shall ever be opened. The parties acknowledge that Defendants counsel, Defendants and/or their agents and representatives obtaining any information contained in the envelopes, other than through the specific scenario described herein, is a violation of a privileged communication and subject to penalties and investigation. Defendants' counsel shall not make use of or disclose the existence of the Riders unless there has been an alleged breach thereof, nor shall they disclose the identities of those individuals who signed the Riders unless an alleged breach occurs.

The Parties shall not, directly or indirectly, publicize or disseminate any Confidential Information, including without limitation by issuing or causing to be issued any statements to the media or, any press release, holding a press conference, or in any form of media now known or hereafter developed other than the agreed upon public statement set forth in Paragraph 9 below ("Public Statement"). Notwithstanding the foregoing, to the extent that any Parties receive any inquiry about any Confidential Information, they shall be permitted to respond by stating that the Parties have reached an agreement, provide the inquiring person with a copy of the Public Statement, and refer to the public records, public statements, and publicly filed documents.

To the extent any media source publishes a false or defamatory statement regarding the Action or the Settlement, any Party may send a non-publishable demand to that media source requesting a retraction and/or correction, but shall not be permitted to make any public statement in response. Nothing herein shall preclude any Party from pursuing a claim against such media source for defamation.

If any Party breaches this confidentiality provision ("Breaching Party") by making a statement to the press ("Statement"), the non-breaching Party ("Non-Breaching Party") shall have the right to publicly respond to the Statement; provided, however, that before the Non-Breaching Party responds, the Non-Breaching Party will provide written notice to the Breaching Party's attorney (as specified in the Notice provision) that the Non-Breaching Party is going to publicly respond within four (4) hours of such written notice. Within that four (4) hour period, the Breaching Party's attorney may provide evidence that the Breaching Party did not in fact make the Statement.

The Parties acknowledge that this Non-Disparagement/Confidentiality provision does not limit a Party's ability to participate in any investigative proceeding of any federal, state, or local government agency, pursuant to a valid court order or subpoena compelling such participation or testimony. In the event that a third party attempts to

subpoena any Confidential Information or testimony that may illicit any Confidential Information, the Party who receives the subpoena will immediately (within 48 hours of receipt) provide the other Parties with written notice of the subpoena and an opportunity to object to or move to quash.

The Parties agree that by entering into this Settlement Agreement, no Party or its attorneys has violated any of its ethical obligations.

2. **Scope of Release.** Named Plaintiffs agree to general release of their individual claims. The Fraud class agrees to a limited release (Fraud Claims to be released). Defendants agree to a general release of Plaintiffs, including their agents, representatives, and attorneys. The Sexual exploitation class claims will be dismissed without prejudice (See para 4 below). For purposes of clarity with the exception of the limited release by the putative Fraud Class members and the dismissal of the sexual exploitation class claims without releasing claims, all named parties to the litigation agree to a general release of all other named parties to the litigation.

3. **Disposition of funds from uncashed checks.** 180 days after issuance, funds from uncashed checks, will go to the National Women's Law Center.

4. **Dismissal of Sexual Exploitation Class Claims Without Prejudice.** The Notice to the Class will inform the Class that the sexual exploitation claims are not being released or resolved as part of this settlement but are being dismissed without prejudice and that the statute of limitations was tolled during the pendency of this suit and remains tolled until this case is dismissed. Further, via the jointly filed Preliminary and Final Approval Motions, the Parties shall explain that the Sexual Exploitation Claims are not being released, that the statute of limitations (to the extent it had not already run prior to the initiation of this action) continues to be tolled until the Court grants final approval and the time for an appeal has ceased, and the claims are being dismissed without prejudice.

5. [REDACTED]

6. [REDACTED]

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[REDACTED]

7. [REDACTED]

8. **Separate Notification of Certain Non-Economic Terms.** As part of the jointly filed Motion for Preliminary Approval of this Settlement, the Parties will present the terms set forth in paragraphs 5, 6 & 7 above directly to the Judge, rather than through the publicly filed settlement agreement. However, the settlement agreement, preliminary and final approval motions will acknowledge that in addition to the monetary terms set forth in the agreement, the parties have agreed to additional non-economic relief as well, which they will be requesting permission to present to the Court under seal. The motion to file under seal will be filed by Defendants simultaneously with the motion for preliminary approval. Should the Court deny said request, the parties shall follow any instructions received from the Court or, in the absence of such instructions, the terms shall be placed in the settlement agreement (either in the body or as an addendum).

Defendants will contact the Court via Case Anywhere to request permission to file the motions for preliminary and final approval with a revised caption, using "Defendant Studio 4, et al." instead of listing the named individual defendants. If the Court rejects the revised caption, the documents will be submitted with the original caption and it shall have no impact on the Agreement. Plaintiffs will not oppose this request by Defendants¹.

9. **Public Statement.** The Parties agree to issue the following joint public statement: "The parties and their counsel (names of counsel) are pleased to have resolved portions of this dispute and pending lawsuit (name of lawsuit included – with revised caption if the Court does not object). While Defendants continue to deny the allegations in the complaint, they acknowledge that Plaintiffs have raised important issues; and all parties strongly believe that now is a critical time to focus on addressing the mistreatment of women in Hollywood. All agree on the need to make sure that no one in the entertainment industry – regardless of sex, race, religion, disability, ethnicity,

¹ Additionally, all Counsel agree that in any fee applications and/or individual and/or firm resumes references to the case shall be to the revised caption, if it has been approved by the Court.

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background, gender or sexual orientation – faces discrimination, harassment or prejudice of any kind.”

10. **Liquidated Damages.** The Parties agree that any breach of the Confidentiality and Non-Disparagement provisions of this Agreement constitutes a material breach. In addition to any other damages to which the non-violating Party may be entitled to recover as the result of such a breach, the Parties agree that the violating party shall be liable for liquidated damages in the amount of \$5,000 for each breach. Should a dispute arise over whether a breach has occurred, that dispute shall be resolved by a Court of competent jurisdiction.

11. **Terms.** This is a non-claims made, non-reversion common fund settlement with the plaintiffs’ counsels’ fees & costs (including cost of administration) coming from the fund.

12. **Counsel Website & Social Media Posting.** Upon execution of this Settlement Agreement, Plaintiffs’ counsel (Valli Kane & Vagnini LLP) shall remove the current image of James Franco (and all other information about this lawsuit) from the front page of its website and not replace it with any other image of Franco or any other information about Defendants or this lawsuit. After the Court issues Final Approval of the settlement, Plaintiffs’ counsel (Valli Kane & Vagnini and Hadsell Stormer Renick Dai LLP) may not with respect to any aspect of this Action (i) refer to any of the defendants by name or reference, (ii) use Defendants’ likenesses, or (iii) refer to the lawsuit, the public record or the public filings regarding the lawsuit on their websites, in any marketing or advertising materials, in any public statements about this proceeding, or on any social media platform (including but not limited to LinkedIn, Facebook, Twitter, and Instagram) (“Social Media”). Plaintiffs’ Counsel may however use either of the following statements on their website: “[Firm(s)] has(ve) resolved a multimillion dollar class action lawsuit against a well-known actor, his film studio, production companies and co-defendants;” or “[Firm(s)] [settle(s) a multimillion dollar lawsuit against a well-known actor, his film studio, production companies and co-defendants.” Defendants and Defense Counsel shall make no reference to Plaintiffs or Plaintiffs’ Counsel with respect to any aspect of this Action in any Social Media.

13. **Service Awards.** The Parties will request \$10K for each named plaintiff.

14. **Allocation.** The allocation between class and named plaintiffs will be set forth in one settlement agreement to be presented to the Judge. The entire settlement totals \$2,235,000.00. From this amount, the settlement of the Named Plaintiffs sexual exploitation claims including an apportionment for attorneys’ fees (of up to 1/3) will be \$894,000.00 (\$670,500 allocated to Sarah Tither-Kaplan and \$223,500 allocated to Toni Gaal). The allocation of the remaining \$1,341,000 shall be a Common Fund, from which 75% shall be apportioned to the Master Class and 25% to the General Class and from which Class Counsel will make an application to the Court for an award of attorneys’ fees, expenses or costs up to an amount not to exceed 1/3 of the total Common Fund, as well as the costs of the Claims Administration and the service awards to the Named

06/29/2021

Plaintiffs, all of which Defendant shall not oppose. The entire settlement, including the individual and class settlements, was reached during an adversarial arm's length negotiation with the assistance of the mediator.

15. **ADR.** If any dispute arises over the terms of the settlement, the parties agree to resolve the matter by way of a confidential ADR process beginning with direct negotiation, if that is unsuccessful then mediation and then on to confidential binding arbitration with Judge Meisinger or another arbitrator at Signature Resolution or JAMS.

16. **Severability.** Should any provision of the Agreement, or any portion thereof, be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be automatically conformed to the law, if possible, or deemed not to be a part of the Agreement, if not.

17. **Terms of MOU.** This MOU is intended to represent the Parties final agreement as to the settlement terms set forth herein, and the Parties agree that these terms, will be incorporated into the Joint Stipulation of Class Action Settlement (or similar Settlement Agreement), which shall also contain more specific information (including the full financial settlement terms) and procedures as required by law. The Parties agree that they will not seek to modify or revise the terms set forth in this MOU unless required by the Court in response to the Parties' Motion for Preliminary Approval of Class Action Settlement or the Parties' Motion for Final Approval of Class Action Settlement. The Parties agree and stipulate that the Los Angeles Superior Court will retain continuing jurisdiction to resolve any dispute that may arise regarding the terms of this MOU being incorporated into the Settlement Agreement. The prevailing party in any Action to enforce the terms of this MOU with respect to its anticipated incorporation into the Joint Stipulation of Class Action Settlement shall be entitled to reasonable attorneys' fees and costs.

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06/29/2021

18. **Integration Clause.** The Parties to this MOU agree that the long form Settlement Agreement will contain an integration clause.

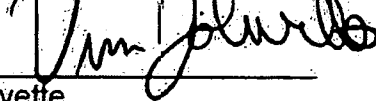
Dated: _____ By: _____
Sarah Tither-Kaplan

Dated: _____ By: _____
Toni Gaal

Dated: _____ By: _____
VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs


Dated: _____ By: _____
HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

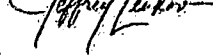
Dated: _____ By: _____
James Franco

Dated: 1/20/21 By: 
Vince Jolivet

Dated: _____ By: _____
Jay Davis

Dated: _____ By: _____
On behalf of Defendants: Rabbitbandini Productions,
Rabbitbandini Productions, Rabbitbandini Films, LLC,
Dark Rabbit Productions, LLC, and RabbitBandini
Productions Studio 4

Dated: 1/21/21 By: 
GORDON REES SCULLY MANSUKHANI, LLP
Counsel for Defendants James Franco, Rabbitbandini
Productions, Rabbitbandini Productions, LLC,
Rabbitbandini Films, LLC, Dark Rabbit Productions,
LLC, _____ ini Productions Studio 4

Dated: 01/21/2020 By: 
MANNING & KASS ELLROD, RAMIREZ,
TRESTER LLP
Counsel for Defendants
Vince Jolivet and Jay Davis

06/29/2021

18. **Integration Clause.** The Parties to this MOU agree that the long form Settlement Agreement will contain an integration clause.

Dated: _____

By: _____
Sarah Tither-Kaplan

Dated: _____

By: _____
Toni Gaal

Dated: _____

By: _____
VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
HADSSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
James Franco

Dated: _____

By: _____
Vince Jolivette

Dated: 1-18-21

By: 
Jay Davis

Dated: _____

By: _____
On behalf of Defendants: Rabbitbandini Productions,
Rabbitbandini Productions, Rabbitbandini Films, LLC,
Dark Rabbit Productions, LLC, and RabbitBandini
Productions Studio 4

Dated: _____

By: _____
GORDON REES SCULLY MANSUKHANI, LLP
Counsel for Defendants James Franco, Rabbitbandini
Productions, Rabbitbandini Productions, LLC,
Rabbitbandini Films, LLC, Dark Rabbit Productions,
LLC, and RabbitBandini Productions Studio 4

Dated: _____

By: _____
MANNING & KASS ELLROD, RAMIREZ,
TRESTER LLP
Counsel for Defendants
Vince Jolivette and Jay Davis

06/29/2021

18. **Integration Clause.** The Parties to this MOU agree that the long form Settlement Agreement will contain an integration clause.


Dated: 1-8-21

By: 
Sarah Tither-Kaplan

Dated: _____

By: _____
Toni Gaal

Dated: 1-8-21

By: 
VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
James Franco

Dated: _____

By: _____
Vince Jolivette

Dated: _____

By: _____
Jay Davis

Dated: _____

By: _____
On behalf of Defendants: Rabbitbandini
Productions, Rabbitbandini Productions, LLC,
Rabbitbandini Films, LLC, Dark Rabbit
Productions, LLC, and RabbitBandini
Productions Studio 4

Dated: _____

By: _____
GORDON REES SCULLY MANSUKHANI, LLP
Counsel for Defendants: James Franco,
Rabbitbandini Productions, Rabbitbandini
Productions, LLC, Rabbitbandini Films, LLC,
Dark Rabbit Productions, LLC, and
RabbitBandini Productions Studio 4

Dated: _____

By: _____
MANNING & KASS ELLROD, RAMIREZ,
TRESTER LLP
Counsel for Defendants
Vince Jolivette and Jay Davis

18. **Integration Clause.** The Parties to this MOU agree that the long form Settlement Agreement will contain an integration clause.

Dated: _____

By: _____
Sarah Tither-Kaplan

Dated: 1/8/21

By: Toni Gaal
Toni Gaal

Dated: _____

By: _____
VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
James Franco

Dated: _____

By: _____
Vince Jolivette

Dated: _____

By: _____
Jay Davis

Dated: _____

By: _____
On behalf of Defendants: Rabbitbandini
Productions, Rabbitbandini Productions, LLC,
Rabbitbandini Films, LLC, Dark Rabbit
Productions, LLC, and RabbitBandini
Productions Studio 4

Dated: _____

By: _____
GORDON REES SCULLY MANSUKHANI, LLP
Counsel for Defendants: James Franco,
Rabbitbandini Productions, Rabbitbandini
Productions, LLC, Rabbitbandini Films, LLC,
Dark Rabbit Productions, LLC, and
RabbitBandini Productions Studio 4

Dated: _____

By: _____
MANNING & KASS ELLROD, RAMIREZ,
TRESTER LLP
Counsel for Defendants
Vince Jolivette and Jay Davis

18. **Integration Clause.** The Parties to this MOU agree that the long form Settlement Agreement will contain an integration clause.

Dated: 1-8-21

By: 
Sarah Tilher-Kaplan

Dated: _____

By: _____
Toni Gaal

Dated: 1-8-21

By: 
VAELI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
MARSELL STORMER RENZI DAI LLP
Counsel for Plaintiffs

Dated: _____

By: 
James Franco

Dated: _____

By: _____
Vince Jolivet

Dated: _____

By: 

Dated: _____

By: _____
On behalf of Defendants: Rabbitbandini
Productions, Rabbitbandini Productions, LLC,
Rabbitbandini Films, LLC, Dark Rabbit
Productions, LLC, and RabbitBandini
Productions Studio 4

Dated: _____

By: _____
GORDON REES SCULLY MANSJKHANI, LLP
Counsel for Defendants: James Franco,
Rabbitbandini Productions, Rabbitbandini
Productions, LLC, Rabbitbandini Films, LLC,
Dark Rabbit Productions, LLC, and
RabbitBandini Productions Studio 4

Dated: _____

By: _____
MANNING & KASS ELLROD, RAMIREZ,
TRESTER LLP
Counsel for Defendants
Vince Jolivet and Jay Davis

06/29/2021

18. **Integration Clause.** The Parties to this MOU agree that the long form Settlement Agreement will contain an integration clause.

Dated: _____ By: _____
Sarah Tither-Kaplan

Dated: _____ By: _____
Toni Gaal

Dated: _____ By: _____
VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: 01/13/2021 By: _____
HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: _____ By: _____
James Franco

Dated: _____ By: _____
Vince Jolivette

Dated: _____ By: _____
Jay Davis

Dated: _____ By: _____
On behalf of Defendants: Rabbitbandini
Productions, Rabbitbandini Productions, LLC,
Rabbitbandini Films, LLC, Dark Rabbit
Productions, LLC, and RabbitBandini
Productions Studio 4

Dated: _____ By: _____
GORDON REES SCULLY MANSUKHANI, LLP
Counsel for Defendants: James Franco,
Rabbitbandini Productions, Rabbitbandini
Productions, LLC, Rabbitbandini Films, LLC,
Dark Rabbit Productions, LLC, and
RabbitBandini Productions Studio 4

Dated: _____ By: _____
MANNING & KASS ELLROD, RAMIREZ,
TRESTER LLP
Counsel for Defendants
Vince Jolivette and Jay Davis

06/29/2021

EXHIBIT A

AGREEMENT TO MAINTAIN CONFIDENTIALITY OF INFORMATION

I, _____, understand that certain information that may be disclosed to me by [INSERT FIRM NAME] relating to the lawsuit filed by Sarah Tither-Kaplan and Toni Gaal against James Franco, Vince Jolivette, Jay Davis, Rabbitbandini Productions, Rabbitbandini Productions, LLC, Rabbitbandini Films, LLC, Dark Rabbit Productions, LLC, and RabbitBandini Productions Studio 4 (the "Action"), is not part of the public record. I further understand that the information that is not part of the public record has been designated as Confidential Information. Specifically, I understand that the Parties to the Action have defined the following as Confidential Information:

The negotiation (including all drafts) that led to the Settlement of the Action; the information and documents exchanged between the Parties for purposes of settlement and compromise only, and any facts relating to the underlying claims and allegations that are not expressly included in the public record or the public filings relating to the Action.

As a condition of disclosure to me of any information or documents that have been designated as Confidential Information by the Parties to the Action, I hereby agree to be bound by the terms of this Confidentiality Agreement. Specifically, I agree that I shall not disclose any Confidential Information disclosed to me by [INSERT FIRM NAME] to anyone, for any reason, except as compelled by a court of competent jurisdiction.

If any dispute arises over the terms of the agreement or breach, the parties agree to resolve the matter by way of a confidential ADR process beginning with direct negotiation, if that is unsuccessful then mediation and then on to confidential binding arbitration with Judge Meisinger or another arbitrator at Signature Resolution or JAMS. The non-prevailing party shall be responsible for the attorney fees, costs and expenses for the prevailing party, in addition to any other damages awarded by the arbitrator.

I acknowledge that disclosure by me of any Confidential Information shall constitute a material breach of this Agreement, and may subject me to appropriate injunctive relief, money damages, attorneys' fees, and other relief as deemed appropriated and ordered by a court of competent jurisdiction after opportunity to be heard.

Dated: _____

Signature: _____

1 **PROOF OF SERVICE**

2 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not
3 a party to the within action; my business address is 128 N. Fair Oaks Avenue, Pasadena, California
91103.

4 On June 24, 2021, I served the foregoing document described as: **PLAINTIFFS' NOTICE**
5 **OF JOINT MOTION AND JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS**
6 **ACTION SETTLEMENT AND INCORPORATED MEMORANDUM OF LAW** on the interested
parties in this cause by placing true and correct copies thereof in envelopes addressed as follows:


<p>7 Debra E. Meppen, Esq, Laurie DeYoung, Esq. Gene F. Williams, Esq. 8 GORDON REES SCULLY MANSUKHANI, LLP 633 West Fifth Street, 52nd Floor 9 Los Angeles, CA 90071 Telephone: (213) 270-7831 10 Facsimile: (213) 680-4470 dmeppen@grsm.com 11 ldeyoung@grsm.com gfwilliams@grsm.com</p>	<p>Attorneys for Defendants JAMES FRANCO, RABBITBANDINI PRODUCTIONS, RABBITBANDINI PRODUCTIONS, LLC, RABBITBANDINI FILMS, LLC, DARK RABBIT PRODUCTIONS, LLC, and RABBITBANDINI PRODUCTIONS STUDIO 4, LLC</p>
<p>12 Jeffrey M. Lenkov, Esq. Tanya L. Prouty, Esq. 13 MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP 14 801 South Figueroa St., 15th Floor Los Angeles, CA 90017 15 Telephone: (213) 430-2632 Facsimile: (213) 624-6999 16 JML@manningllp.com tlp@manningllp.com</p>	<p>Attorneys for Defendants JAY DAVIS and VINCE JOLIVETTE</p>

17
18 **XX VIA ELECTRONIC SERVICE**

19 In compliance with Code of Civil Procedure section 1010.6, my electronic business address is
20 tgalindo@hadsellstormer.com and I caused such document(s) to be electronically served through the
Case Anywhere system for the above-entitled case to the parties on the Service List maintained on Case
21 Anywhere's website for this case. The file transmission was reported as complete and a copy of the
Case Anywhere Receipt will be maintained with a copy of the manually filed document(s) in our office.

22 Executed on June 24, 2021, at Pasadena, California.

23 **XX** (State) I declare under penalty of perjury under the laws of the State of California that the above
24 is true and correct.

25 
26 Tami Galindo
27 Declarant
28

06/29/2021