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8 *Co-Counsel for Plaintiffs*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST**

11 COLIN HIGGINS PRODUCTIONS, LTD.,

12 Plaintiff,

13 vs.

14 PARAMOUNT PICTURES
CORPORATION, and DOES 1-100,

15 Defendant.
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ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 08 2016

Sherri R. Carter, Executive Officer/Clerk
By: Isabel Arellanes, Deputy

Case No. **BC499179** (related to BC499181,
BC500040, BC499182, and BC540146)

*Assigned to the Honorable Elihu M. Berle,
Department 323*

CLASS ACTION

**DECLARATION OF JEFFREY A.
KONCIUS IN SUPPORT OF
PLAINTIFFS' MOTIONS FOR FINAL
APPROVAL OF PARAMOUNT
PICTURES CORPORATION CLASS
ACTION SETTLEMENT AND
ATTORNEYS' FEES, COSTS AND
SERVICE AWARDS**

Date: November 7, 2016
Time: 10:00 a.m.
Dept.: 323

Action Filed: January 16, 2013
Trial Date: None

1 I, Jeffrey A. Koncius, hereby declare:

2 1. I am an attorney duly admitted to practice before this Court. I am a partner in the
3 firm of Kiesel Law LLP (“KL”), one of the law firms representing Plaintiffs Colin Higgins
4 Productions, Ltd. (“CHP”) and Michael Elias (“Elias”) (collectively, “Plaintiffs”) and the Class in
5 this action.

6 2. KL associated with co-counsel from Johnson & Johnson LLP, Pearson, Simon &
7 Warshaw, LLP, and Boucher LLP (together with KL, “Class Counsel”) in this action.

8 3. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of
9 Paramount Pictures Corporation Class Action Settlement and Plaintiffs’ Motion for Attorneys’
10 Fees, Costs and Service Awards. I am personally familiar with the facts set forth in this
11 Declaration. If called as a witness I could and would competently testify to the matters stated
12 herein.

13 **A. Investigation, Filing, Litigation and Settlement**

14 4. This litigation was hard-fought and only settled after Plaintiffs and Defendant
15 Paramount Pictures Corporation (“Paramount”) engaged in substantial motion practice, discovery,
16 and arms-length negotiations as set out further below. As a result, the settlement was entered into
17 only after conducting a thorough investigation into the factual and legal issues and extensive
18 negotiations with Paramount.

19 5. My firm acted as co-counsel for the Class in this matter and was actively involved
20 in all manner of the litigation. Broadly speaking my firm took an active role in: (a) pre-filing
21 investigation; (b) participating in all motion practice; (c) discovery; and (d) settlement. As such,
22 and as is more fully set forth below, I am intimately familiar with this litigation so as to support
23 the proposed settlement.

24 6. As the basis for my opinion, my firm’s work included: research relating to the
25 filing of the case; meetings with co-counsel relating to case strategy and what causes of action to
26 allege; revising the complaint and associated documents; multiple conferences with Defense
27 counsel both in person and by telephone relating to discovery and various status conferences;
28 preparation and service of discovery; taking depositions of various Paramount employees; motion

1 practice including, but not limited to, researching, revising and drafting of oppositions to demurrer
2 and motion to strike; taking the lead on opposing Paramount's Motion for Summary Judgment;
3 arguing the Motion for Summary Judgment; papers relating to *Pioneer* notice ultimately sent to
4 the Class; drafting and revising of various joint reports to the Court and multiple court
5 appearances throughout the litigation; reviewing and analyzing documents and contracts; meetings
6 with clients; participating in settlement negotiations including assisting in the drafting of the
7 mediation statement and attending various meetings relating to mediation including the all-day
8 mediation itself; multiple phone conferences with co-counsel and Defense counsel relating to
9 resolution; the drafting of preliminary and final approval papers and all associated documents; and
10 extensive interaction with the claims administrator.

11 7. Plaintiff CHP originally filed this class action lawsuit on January 16, 2013. On June
12 14, 2013, the Court denied Paramount's demurrer and motion to strike the complaint. On
13 December 17, 2013, Plaintiff filed its First Amended Complaint adding Michael Elias as a class
14 representative.

15 8. Once the pleadings were set, my firm helped draft the written discovery that was
16 served, which included multiple sets of Form Interrogatories, Special Interrogatories and Requests
17 for Admissions.

18 9. In response to Plaintiffs' discovery, Paramount produced more than 37,730 pages
19 of documents related to all contracts, profit participation statements, correspondence and other
20 documents related to the named Plaintiffs' films and a random *Pioneer* sample of other films in
21 the putative class. So as not to duplicate work, my co-counsel took an active role in reviewing
22 those documents as well as discovery and documents related to the commerce at issue and the size
23 of the Class.

24 10. My firm deposed various Paramount employees and Paramount also deposed
25 representatives for each of the named Plaintiffs.

26 11. On June 6, 2014, Paramount filed a motion for summary judgment against each of
27 Plaintiffs' causes of action. My firm took the lead in drafting Plaintiffs' opposition to the motion
28 for summary judgment and the Court entered an order on May 18, 2015, denying Paramount's

1 motion for summary judgment in its entirety and granting Paramount’s motion for summary
2 adjudication as to Plaintiffs’ Seventh Cause of Action for Conversion, only.

3 12. Thereafter, lengthy settlement negotiations commenced and my firm took an active
4 role in them. On November 18, 2015, the parties participated in an all-day mediation with the
5 Hon. Louis M. Meisinger (Ret.) of ADR Services. After a day of extensive negotiations, the basic
6 terms of a settlement were reached. Numerous phone conferences and correspondence then
7 occurred and the parties negotiated and agreed to the terms of the settlement now being presented
8 to the Court.

9 13. The parties signed the Stipulation and Agreement of Settlement on May 13, 2016
10 (“Settlement Agreement”). Attached hereto as Exhibit “A” is a true and correct copy of the
11 Settlement Agreement.

12 14. The Settlement calls for *cy pres* distribution to the Motion Picture & Television
13 Fund only if the amount of uncashed settlement checks does not justify the cost of a second
14 distribution. My co-counsel and I have carefully considered the proposed *cy pres* remedy and the
15 goal in formulating this proposal was to make a grant to an organization that represents the
16 interests of absent class members. Here, those class members are individuals who were alleged to
17 not have been paid the amounts due them for their work in the film industry over a period of
18 decades. It is my understanding that the Motion Picture & Television Fund is a nonprofit
19 organization that provides members of the entertainment industry with benefits such as: health
20 care services, retirement residences, financial aid to offset care and living expenses, social services
21 and charitable assistance programs. My firm has no interests or involvement, by any attorney, in
22 the governance or work of the proposed *cy pres* recipient in this action.

23 15. Plaintiffs’ Counsel solicited various capped bids from claims administrators before
24 agreeing to hire Angeion Group to perform the notice and claims administration set forth in the
25 Settlement Agreement.

26 16. In Plaintiffs’ previously-filed Motion for Preliminary Approval the number of
27 Recouped Class Members was indicated as 86 and Unrecouped Class Members as 59. After
28 Defendants’ further review of all participants on the pictures included in the Settlement those

1 numbers are 115 (Recouped) and 60 (Unrecouped) and it is to those participants that notice was
2 given. I was advised by counsel for Defendant that the reason for the slight increase is that the
3 numbers originally calculated by Defendant only included the primary/original participant on the
4 pictures and the numbers used for notice include those that receive participation derivatively from
5 one of the original participants, either as heirs, gift, or otherwise.

6 17. My firm was active in reviewing and revising all papers relating to the settlement
7 that is now being presented for final approval. Similarly, my firm also took the lead in drafting the
8 papers relating to preliminary approval and the oral argument at the associated hearing and has
9 similarly taken the lead with the final approval motion.

10 18. Globally, the firms representing Plaintiffs took an active role in splitting up their
11 duties so that the litigation was prosecuted as efficiently as possible. In particular, due to the
12 number of studios that have been named in the related actions, the firms made sure to divide the
13 tasks at hand so as to minimize any overlap and handle the cases in an efficient and effective
14 manner. The firms representing the Plaintiffs assigned individual tasks to the attorneys who were
15 needed to handle the project. Also, tasks were assigned depending on the nature of the work to be
16 performed to maximize the working knowledge relative to the work to be performed.

17 **B. Fee Splitting Agreements**

18 19. Class Counsel have entered into a confidential Joint Prosecution Agreement
19 (“JPA”) which sets forth how Class Counsel will be paid, including the proposed fee split by and
20 amongst Class Counsel. The confidential JPA has been reviewed, approved, and consented to in
21 writing by each of the Plaintiffs.

22 20. As part of the Motion for Preliminary Approval, Plaintiffs filed declarations by
23 Michael Elias and James Cass Rogers, President of CHP, confirming that each of them has
24 reviewed, approved, and consented to the confidential JPA.

25 21. In light of the confidential and proprietary nature of the JPA, Class Counsel believe
26 that the terms should not be filed in the public record or disclosed to any third parties, including
27 Defendant Paramount or its counsel.

28 ///

22. Upon the Court’s request or order, Class Counsel are willing to produce the JPA for in camera review, or other review the Court deems appropriate. Class Counsel intend to have copies of the JPA available for the Court for review during the hearing on Plaintiffs’ Motions.

C. The Attorneys’ Fees and Costs Incurred by KL

23. Attached hereto as Exhibit “B” is a true and correct summary of the hours spent by attorneys and other staff at KL during the course of this litigation. This summary was prepared based on contemporaneous time records of all work performed, which are being lodged with the Court. All of the tasks performed, and the time expended, were reasonable and necessary for the prosecution and ultimate settlement of the claims of Plaintiffs and the Class. Exhibit “B” indicates a total lodestar of \$608,169.50, which was calculated based on the hourly rate in effect at the time the work was performed. I estimate that my firm will spend many hours and incur additional expenses through the conclusion of the case relating to final approval, fielding and responding to questions from Class Members and work relating to the ultimate distribution of the settlement.

24. A summary of KL’s lodestar calculation is set forth as follows:

PROFESSIONAL	TYPE ¹	TIME	HOURLY RATE	LODESTAR
Paul R. Kiesel	P	45.4	\$890.00	\$40,406.00
Paul R. Kiesel	P	74.7	\$1100.00	\$82,170.00
Jeffrey A. Koncius	P	381	\$625.00	\$238,125.00
Jeffrey A. Koncius	P	44.2	\$825.00	\$36,465.00
Raymond P. Boucher	P	4.5	\$890.00	\$4,005.00
Thom Peters	P	0.9	\$625.00	\$562.50
Mariana Aroditis	A	268.5	\$375.00	\$100,687.50
Mariana Aroditis	A	21.3	\$420.00	\$8,946.00
Melanie Palmer	A	90.4	\$350.00	\$31,640.00
Melanie Palmer	A	0.3	\$375.00	\$112.50

¹ P = Partner, A = Associate, LC = Law Clerk, PL = Paralegal.

PROFESSIONAL	TYPE ¹	TIME	HOURLY RATE	LODESTAR
Maria Weitz	A	36.9	\$325.00	\$11,992.50
Lee Ackerman	A	8.4	\$375.00	\$3,150.00
Matthew Young	A	1.9	\$325.00	\$617.50
Matthew Young	A	0.7	\$375.00	\$262.50
Cherisse Cleofe	A	1.1	\$325.00	\$357.50
Fontaine Yuk	A	0.8	\$325.00	\$260.00
Michael Lee	LC	76.5	\$150.00	\$11,475.00
Heather Rodriguez	LC	42.5	\$150.00	\$6,375.00
Jessica Mendez	PL	116.4	\$150.00	\$17,460.00
Jessica Mendez	PL	44.9	\$160.00	\$7,184.00
Julissa Salgueiro	PL	28.5	\$150.00	\$4,275.00
Julissa Salgueiro	PL	0.3	\$220.00	\$66.00
Kyle Hackenberg	PL	5.0	\$150.00	\$750.00
Sandra Haro	PL	2.9	\$150.00	\$435.00
Paul Tanck	PL	2.5	\$150.00	\$375.00
Lance Rubin	PL	0.1	\$150.00	\$15.00
Totals:		1300.6		\$608,169.50

25. A summary of KL's lodestar calculation sorted by categories of work performed is set forth as follows:

WORK PERFORMED	TIME	LODESTAR
Attorney Meeting / Strategy	170.2	\$105,811.00
Case Management	195.9	\$36,777.50
Client Meeting	9.4	\$4,807.00
Court Appearances	24.6	\$14,434.00
Discovery	312.9	\$171,385.00

1	WORK PERFORMED	TIME	LODESTAR
2	Document Review	11.5	\$6,125.00
3	Experts – Work or Consult	0.1	\$62.50
4	Fact Investigation/Development	0	0
5	Research	87.3	\$28,066.50
6	Pleadings / Motions	302.9	\$146,821.50
7	Settlement	185.8	\$93,879.50
8	Totals:	1300.6	\$608,169.50

9

10 26. Attached hereto as Exhibit “C” is a true and correct summary of expenses incurred

11 by KL during the course of this litigation. The expenses pertaining to this case are reflected in the

12 books and records of my firm. This expense summary was prepared based on expense vouchers,

13 check records and other documents and is an accurate record of the expenses. Exhibit “C”

14 indicates a total of \$5,950.55 in expenses incurred by KL to date in connection with the

15 prosecution of this litigation none of which have been reimbursed as of the time of the execution

16 of this Declaration. Not included in this total are the shared expenses which were paid from a

17 common litigation fund maintained by all of the firms. Those sums, such as for transcripts, filing

18 fees, service, etc., are reflected in the expense report of Johnson & Johnson, LLP. I believe all of

19 the litigation expenses incurred were reasonable and necessary given the complex nature and

20 scope of the case.

21 **C. KL’s Experience, Qualifications and Views on the Settlement**

22 27. As a result of the activities set out above, I am intimately familiar with this

23 litigation so as to support the proposed settlement. My firm and our co-counsel are Class Counsel

24 in four related cases pending before this Court against other major movie studios involving

25 identical factual and legal issues, which helped inform the settlement negotiations in this case. In

26 addition, Class Counsel previously favorably negotiated the approved settlement in the related

27 case, *Colin Higgins Productions, Ltd. v. Universal City Studios, LLC*, Los Angeles Superior Court

28 Case No. BC499180, in which my firm, and my co-counsel, were appointed counsel for the class.

1 28. My firm has extensive experience prosecuting complex consumer class actions in
2 both state and federal courts around the country and has the resources to litigate this case on a
3 classwide basis if a fair settlement had not been negotiated. In my opinion, the result reached
4 herein, and the relief to the Class, is more than fair, reasonable and adequate. Attached hereto as
5 Exhibit “D” is a true and correct copy of my firm’s resume which includes information pertaining
6 to the predecessor firms of “Kiesel Boucher Larson LLP” and “Kiesel + Larson LLP.” As set forth
7 in that Exhibit, my firm has a long history of being an advocate for plaintiffs and consumers in
8 class actions, mass actions and individual actions, nationally and state-wide. In that regard, my
9 firm has held lead, liaison or co-lead positions in a variety of actions. In addition, I personally
10 have been appointed class counsel in many cases both in Federal and State Courts in California,
11 New York and New Jersey. Examples of the firm’s experience includes:

- 12 • *Clergy Cases I, II, & III*, California JCCPs 4286, 4297, and 4359: Litigated
13 childhood sexual abuse cases against the Los Angeles Archdiocese with the total
14 settlement exceeding \$1.2 billion;
- 15 • *In re: Warner Music Group Corp. Digital Downloads Litig.*, Case No. CV 12-
16 0559-RS (N.D. Cal.): Appointed Interim Co-Lead Class Counsel on a contested
17 motion and litigated class case against major record label relating to the manner in
18 which the label paid royalties to artists for digital downloads. Final approval of a
19 class wide settlement of more than \$11 million was granted;
- 20 • *Nader v. Capital One Bank (U.S.A.), N.A.*, Case No. 12-CV-01265-DSF (C.D.
21 Cal.); *Stone v. Howard Johnson Int’l, Inc.*, Case No. 12-CV-1684-PSG (C.D. Cal.);
22 *Greenberg v. E-Trade Fin. Corp.*, Case No. BC360152 (Los Angeles Superior
23 Court); *Mount v. Wells Fargo Home Mortg., Inc.*, Case No. BC395959 (Los
24 Angeles Superior Court); *Raymond v. Carsdirect.com*, Case No. BC256282 (Los
25 Angeles Superior Court): Businesses must provide the familiar admonition that
26 telephone calls with consumers “may be recorded for quality assurance and training
27 purposes” in order to comply with California law, which requires the consent of all
28 parties to a telephone conversation before it may be recorded. Failure to comply

1 with this requirement constitutes a serious personal privacy violation for which
2 consumers may recover monetary damages. In these cases, the firm represented
3 classes of California individuals, in both federal and state courts, whose calls were
4 recorded without their knowledge or permission. All cases were favorably resolved
5 on class-wide bases and the firm was appointed counsel for the classes in each
6 instance;

- 7 • *In re Carrier IQ, Inc. Consumer Privacy Litig.*, Case No. 3:12-md-2330 (N.D. Cal):
8 The firm is a member of the Plaintiffs’ Executive Committee in this class action
9 involving alleged interception and manipulation of consumers’ personal
10 communications on smart phones and Final Approval of this matter was recently
11 granted;
- 12 • *In re Facebook Internet Tracking Litig.*, Case No. 5:12-md-02314 (N.D. Cal.): The
13 firm serves on the Steering Committee for Plaintiffs in this proceeding alleging the
14 interception of Facebook users’ internet communications and activity after logging
15 out of Facebook;
- 16 • *In re: Avandia Marketing, Sales Practices and Product Liability Litig.*,
17 Multidistrict Litigation 1871: The Plaintiffs’ Steering Committee for this multi-
18 district litigation selected Paul Kiesel to serve as Lead Counsel for the Plaintiffs’
19 Steering Committee in March 2011. This national litigation involved numerous
20 federal lawsuits brought against defendant GlaxoSmithKline PLC, manufacturer of
21 the onetime “blockbuster” type 2 diabetes drug Avandia, which has been pulled
22 from the shelves in Europe, India, and New Zealand, and which is only available in
23 the United States as a drug of last resort. The firm now represents the County of
24 Santa Clara in a claim for the return of all moneys used to purchase this toxic drug;
- 25 • *Ford Motor Warranty Cases*, California JCCP 4856: In February 4, 2016, the firm
26 was appointed Liaison Counsel in this coordinated proceeding involving over 775
27 lemon law cases;
- 28 • *Wright Hip System Cases*, California JCCP 4710: In November 2012, the firm was

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appointed Liaison Counsel in this coordinated proceeding involving injuries arising out of the defective design of metal-on-metal hip implants; and

- *In re: Wright Medical Technology, Inc., Conserve Hip Implant Products Liability Litig.*, Multidistrict Litigation 2329: In May 2012, the firm was appointed Co-Lead Counsel in this federal coordinated action arising out of injuries sustained as a result of implantation of defective metal-on-metal hip devices.


29. The parties entered into the Settlement Agreement for the benefit of the Class without negotiating, or agreeing to, the amounts of attorneys' fees and costs.

30. To the best of my knowledge, no conflicts of interest exist between the Plaintiffs or between the Plaintiffs and the Class.

31. Based upon my experience in similar class action litigation and this case, I believe that the proposed settlement is fair, reasonable and adequate and in the best interests of the Class Members.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 8, 2016, at Beverly Hills, California.



Jeffrey A. Koncius

EXHIBIT “A”

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8 *Attorneys for Plaintiff and the Plaintiff Classes*
9 *(Additional Attorneys Listed on Signature Page)*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST DIVISION**

12 **COLIN HIGGINS PRODUCTIONS, LTD.,**

13 **Plaintiff,**

14 **v.**

15 **PARAMOUNT PICTURES**
16 **CORPORATION, and DOES 1-100,**

17 **Defendant.**

Case No. BC499179

CLASS ACTION

**STIPULATION AND AGREEMENT OF
SETTLEMENT**

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STIPULATION AND AGREEMENT OF SETTLEMENT

Colin Higgins Productions, Ltd. and Michael Elias (“Plaintiffs”), on behalf of themselves and the Settlement Class,¹ and Paramount Pictures Corporation (“Paramount”) (collectively, “the Parties”), by and through their counsel, hereby stipulate to the settlement and release of the claims asserted by Plaintiffs and the Settlement Class against Paramount in *Colin Higgins Productions, Ltd. v. Paramount Pictures Corporation*, Los Angeles Superior Court Case Number BC499179 (the “Action”), upon and subject to the terms and conditions of this Stipulation and Agreement of Settlement (the “Stipulation”) set forth below, as of May 13, 2016, subject to the approval of the Court.

RECITALS

WHEREAS, on January 16, 2013, Colin Higgins Productions, Ltd., the loan-out company for Colin Higgins, filed a putative class action complaint against Paramount in the Action in the Superior Court for the State of California, County of Los Angeles (the “Court”);

WHEREAS, the Complaint was filed on behalf of a putative class of persons who entered into Profit Participation Contracts and who alleged breaches of those Profit Participation Contracts with respect to the calculation of Profit Participation relating to Home Video Revenue, Electronic Sell-Through Revenue and Streaming Revenue;

WHEREAS, on December 17, 2013, Plaintiffs filed a First Amended Complaint in the Action adding Michael Elias as a named plaintiff;

WHEREAS, on January 13, 2014, Paramount filed in the Action an answer to the First Amended Complaint that generally denied the allegations in the First Amended Complaint and asserted certain affirmative defenses;

WHEREAS, the parties have participated in an all-day mediation session with the Honorable Louis Meisinger (Ret.) of ADR Services, Inc. as well as numerous phone conferences and in-person meetings of counsel;

WHEREAS, the Parties have exchanged certain documents, calculations and analyses

¹ Capitalized terms, if not defined elsewhere, are defined in the “Definitions” section below.

1 relating to the issues raised in the First Amended Complaint;

2 WHEREAS, Paramount denies all allegations of wrongdoing, fault, or liability or that it
3 has acted improperly in any way; believes that the First Amended Complaint in this Action lacks
4 merit; would have continued to resist vigorously Plaintiffs' claims and contentions and would
5 have continued to assert its defenses thereto had this Stipulation not been reached; and has entered
6 into this Stipulation to put the claims to rest finally and forever solely for the purpose of avoiding
7 prolonged and expensive litigation, without acknowledging in any way any fault, wrongdoing or
8 liability whatsoever; and

9 WHEREAS, Plaintiffs and their counsel believe that the claims asserted in the Action are
10 meritorious, but they have considered and weighed the issues involved in establishing the validity
11 of their claims and have concluded that, in light of the uncertainty of the outcome as well as the
12 substantial risks and inevitable delay in proceeding to trial, compared to the benefits being
13 provided hereby, the terms and conditions set forth herein are fair and reasonable and should be
14 submitted to the Court for approval.

15 **NOW THEREFORE**, without any admission or concession on the part of Plaintiffs of
16 any lack of merit of the Action, and without any admission or concession on the part of Paramount
17 of any liability or wrongdoing or lack of merit in the defenses, **IT IS HEREBY STIPULATED**
18 **AND AGREED**, by and among the Parties to this Stipulation, through their respective attorneys,
19 subject to approval of the Court, in consideration of the benefits flowing to the Parties hereto from
20 the Settlement, that all Released Claims as against the Released Parties shall be compromised,
21 settled, released and judgment entered, upon and subject to the following terms and conditions.

22 **DEFINITIONS**

23 1. As used in this Stipulation, the following capitalized terms (not already defined
24 above or as may be defined below) shall have these meanings:

25 1.1 "Accounting Relief Fund" means the \$3,405,000 in accounting adjustments
26 Paramount will provide to the Unrecouped Class Members as set forth in Paragraph 5 below.

27 1.2 "Action" means the action entitled *Collin Higgins Productions Ltd., et al. v.*
28 *Paramount Pictures Corporation*, No. BC499179, now pending in the Superior Court for the State

1 of California, County of Los Angeles.

2 1.3 “Affiliate” means a second entity that is related in whole or in part to the
3 first entity as a direct or indirect parent or subsidiary, or is otherwise owned or controlled in whole
4 or in part by the first entity or by a direct or indirect parent or subsidiary of the first entity.

5 1.4 “Class Counsel” means Johnson & Johnson LLP; Boucher, LLP; Kiesel
6 Law LLP; and Pearson, Simon & Warshaw, LLP.

7 1.5 “Class Member” means a member of the Settlement Class.

8 1.6 “Class Profit Participation Contract” means a Profit Participation Contract,
9 entered into on or before July 5, 1980, or that includes, references, or incorporates “Standard
10 Terms” for the calculation and accounting of Profit Participation dated prior to July 5, 1980.

11 1.7 “Confidential Supplemental Agreement” means the agreement so entitled
12 and signed between the Parties concurrently herewith.

13 1.8 “Effective Date” means the date on which the Settlement contemplated by
14 this Stipulation shall become effective, as set forth in Paragraph 14 below.

15 1.9 “Electronic Sell-Through Revenue” means revenue derived from the sale of
16 digital copies of motion pictures that are delivered to the consumer via electronic transmission.
17 Electronic Sell-Through Revenue excludes Streaming Revenue.

18 1.10 “Home Video Revenue” means revenue derived from the sale of physical
19 copies of motion pictures that are delivered to the consumer in tangible products such as
20 Videocassettes, DVDs, and Blu-Ray discs.

21 1.11 “Named Plaintiffs” or “Plaintiffs” mean Colin Higgins Productions, Ltd.
22 and Michael Elias.

23 1.12 “Notice” means the Notice of Pendency of Class Action and Proposed
24 Settlement, which is to be sent to Class Members substantially in the form attached hereto as
25 Exhibit 1.

26 1.13 “Preliminary Approval Order” means the order to be entered by the Court,
27 *inter alia*, directing that Notice be provided to the Settlement Class, and scheduling a hearing
28 concerning final approval of the Settlement.

1 1.14 “Profit Participant” means a person or entity that has executed a Profit
2 Participation Contract.

3 1.15 “Profit Participation” means contingent compensation in the form of a
4 percentage of the gross or net revenue (as contractually defined) derived from exploitation of a
5 motion picture.

6 1.16 “Profit Participation Contract” means a contract between Paramount or its
7 Affiliates or their predecessors and an individual or entity granting the individual or entity Profit
8 Participation, excluding any contracts between Paramount or its Affiliates or their predecessors, on
9 the one hand, and any other motion picture studio and its Affiliates or predecessors, on the other
10 hand.

11 1.17 “Prospective Relief” means payment from the Settlement Fund Payout to
12 the Recouped Class Members for claims related to Profit Participation amounts to be calculated or
13 paid for periods after August 31, 2015, as described in Paragraph 4 below.

14 1.18 “Prospective Relief Fund” means 30% of the Settlement Fund Payout.

15 1.19 “Publication Notice” means the summary notice of proposed Settlement and
16 Hearing for publication, substantially in the form attached hereto as Exhibit 2.

17 1.20 “Released Claims” means any and all actions, suits, claims, demands,
18 rights, liabilities and causes of action, of every nature and description whatsoever, whether
19 individual, class, derivative, representative, legal, equitable or any other type or in any other
20 capacity, or concealed or hidden, that were asserted or that could have been asserted (including
21 without limitation claims for negligence, gross negligence, breach of contract, breach of duty of
22 care and/or breach of duty of loyalty, fraud, breach of fiduciary duty, or violations of any state or
23 federal common law, statutes, rules, or regulations), including both known claims and Unknown
24 Claims, that the Plaintiffs, the Settlement Class, or any Class Member in the past had, now has, or
25 might in the future have against the Released Parties on the basis of, connected with, or in any
26 way arising out of any allegation that (i) any past, present, or future Profit Participation on account
27 of Home Video Revenue or Electronic Sell-Through Revenue should have been in the past or
28 should in the future be calculated based on more than 20% of Home Video Revenue or Electronic

1 Sell-Through Revenue, whatever the theory and wherever in the world the transaction takes place,
2 and/or (ii) any past or present Profit Participation on account of Streaming Revenue should have
3 been calculated through the Effective Date based on more than 20% of Streaming Revenue,
4 whatever the theory and wherever in the world the transaction takes place.

5 1.21 “Released Parties” means Paramount, including its divisions and business
6 units, and any of its past, present, or future parent entities, associates, Affiliates, subsidiaries, and
7 licensees, and each and all of their past, present and future officers, directors, stockholders,
8 principals, employees, advisors, agents, attorneys, financial or investment advisers, consultants,
9 lenders, insurers, investment bankers, commercial bankers, representatives, Affiliates, associates,
10 parents, subsidiaries, joint ventures, general and limited partners and partnerships, heirs,
11 executors, trustees, personal representatives, estates, administrators, trusts, licensees, licensors,
12 distributors, subdistributors, predecessors, successors and assigns.

13 1.22 “Recouped Class Member” mean a Class Member who, as of August 31,
14 2015, is a Profit Participant on one or more motion pictures that have realized sufficient revenue to
15 require payment of Profit Participation to that Class Member under the terms of that person or
16 entity’s Class Profit Participation Contract. Where a person or entity is a Recouped Class Member
17 pursuant to one or more Class Profit Participation Contracts and an Unrecouped Class Member
18 and/or not a Class Member in regard to other Profit Participation Contracts, the person or entity
19 will be treated as a Recouped Class Member only in regard to the Class Profit Participation
20 Contracts for which the person or entity is recouped.

21 1.23 “Request for Exclusion” means a written request to be excluded from the
22 Settlement Class submitted by a member of the Settlement Class in such form, in such manner,
23 and within the time limitation as set forth by the Court.

24 1.24 “Retrospective Relief” means payment from the Settlement Fund Payout to
25 Recouped Class Members for claims related to profit participation amounts calculated or paid for
26 periods through August 31, 2015, as described in Paragraph 4 below.

27 1.25 “Retrospective Relief Fund” means 70% of the Settlement Fund Payout.

28 1.26 “Settlement” means the settlement contemplated by this Stipulation.

1 1.27 “Settlement Administrator” means a company specializing in the
2 administration of class action settlements.

3 1.28 “Settlement Check” means the checks prepared by the Settlement
4 Administrator for the benefit of the Recouped Class Members for their Retrospective Relief.

5 1.29 “Settlement Class” means the definition set forth in Paragraph 2 below.

6 1.30 “Settlement Class Information” means a list to be provided by Paramount to
7 the Settlement Administrator, for the sole purpose of effectuating this Settlement, with the
8 following information: (a) the names of the Recouped Class Members; (b) the last known street
9 address (or post office box) for each Recouped Class Member currently in the Paramount
10 participant database; (c) the total amount of Profit Participation paid or payable to each Recouped
11 Class Member pursuant to a Class Profit Participation Contract for all periods through August 31,
12 2015; (d) the total amount of Profit Participation paid or payable to each Recouped Class Member
13 pursuant to a Class Profit Participation Contract for the period from January 1, 2011, through
14 August 31, 2015; (e) the names of the Unrecouped Class Members; and (f) the last known street
15 address (or post office box number) for each Unrecouped Class Member currently in the
16 Paramount database.

17 1.31 “Settlement Fund” means the \$3,405,000 that Paramount will make
18 available for compensation to the Recouped Class Members, administrative and notice expenses,
19 any special compensation to the Named Plaintiffs, and attorneys’ fees and costs. Under no
20 circumstances will any portion of the Settlement Fund revert to Paramount.

21 1.32 “Settlement Fund Payout” means the amount of the Settlement Fund
22 remaining for distribution to the Recouped Class Members after the payment of administrative and
23 notice expenses, any special compensation to the Named Plaintiffs, and attorneys’ fees and costs.

24 1.33 “Settlement Hearing” means the final settlement hearing to be held to
25 determine, among other things, the fairness, reasonableness, and adequacy of the Settlement.

26 1.34 “Streaming Revenue” means revenue derived from digital streaming of
27 motion pictures, including through services commonly known as “video-on-demand” (“VOD”) or
28 “subscription video-on-demand” (“SVOD”), where the consumer does not obtain permanent

1 ownership of a copy of the motion picture (“Streaming”).

2 1.35 “Unknown Claims” means any and all Released Claims that the Named
3 Plaintiffs do not know of or suspect to exist in their favor at the time of the release of the Released
4 Parties which, if known by them, might have affected their agreement to the Settlement. With
5 respect to Unknown Claims, the Named Plaintiffs shall be deemed to have, and by operation of the
6 settlement of the Action and upon the Effective Date shall have, hereby expressly waived and
7 relinquished, to the fullest extent permitted by law, the benefits of Section 1542 of the California
8 Civil Code (and all similar provisions from any and all jurisdictions), which states:

9 **A general release does not extend to claims which the creditor does not know**
10 **or suspect to exist in his or her favor at the time of executing the release,**
11 **which if known by him or her must have materially affected his or her**
12 **settlement with the debtor.**

13 The Named Plaintiffs and Paramount acknowledge, and the Released Parties by operation
14 of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the
15 definition of Released Claims was specifically bargained for and a key element of the Settlement
16 of which this release is a part.

17 1.36 “Unrecouped Class Member” means a Class Member who, as of August 31,
18 2015, is a Profit Participant on one or more motion pictures that have not realized sufficient
19 revenue to require payment of Profit Participation to that Class Member under the terms of that
20 person or entity’s Class Profit Participation Contract. Where a person or entity is an Unrecouped
21 Class Member pursuant to one or more Class Profit Participation Contracts and a Recouped Class
22 Member and/or not a Class Member pursuant to one or more separate Profit Participation
23 Contracts, the Class Member will be treated as an Unrecouped Class Member only in regard to the
24 Class Profit Participation Contracts for which the person or entity is not recouped.

24 **SETTLEMENT CLASS**

25 2. Definition of Settlement Class. Plaintiffs shall request that the Court certify for
26 settlement purposes only the following Settlement Class: All persons and entities (and their
27 successors-in-interest, assigns, and heirs) that are parties to a Class Profit Participation Contract.
28 Where a person or entity is a party to one or more Profit Participation Contracts that are not Class

1 Profit Participation Contracts and one or more Profit Participation Contracts that are Class Profit
2 Participation Contracts, that person or entity is a member of the Settlement Class only with regard
3 to the Class Profit Participation Contracts and not a part of the Settlement Class with regard to any
4 other Profit Participation Contracts.

5 3. Exclusions from Settlement Class. Excluded from the Settlement Class are:

6 3.1 Paramount and any person, trust, firm, corporation or other entity Affiliated
7 with or related to Paramount;

8 3.2 Any persons or entities who exclude themselves by submitting a timely
9 Request for Exclusion in accordance with the requirements set forth by the Court.

10 3.3 Persons or entities who have entered into an agreement with Paramount or
11 its Affiliates and their predecessors, subsequent to their Class Profit Participation Contract but
12 regarding the same motion picture, that includes express provisions regarding the calculation of
13 the Profit Participant's Profit Participation with regard to Home Video Revenue, Electronic Sell-
14 Through Revenue, and/or Streaming Revenue, including but not limited to a settlement agreement,
15 an amendment to the relevant Class Profit Participation Contract, a side letter, or any other writing
16 that sets forth such provisions, and was made prior to the date of the Preliminary Approval Order.
17 Paramount shall identify the aforementioned persons or entities to Class Counsel in advance of the
18 filing of the motion for final approval of the settlement.

19 3.4 Other motion picture studios and their Affiliates or predecessors in interest.

20 **DISTRIBUTION OF THE SETTLEMENT FUND**

21 4. The Settlement Fund Payout shall be distributed to Recouped Class Members,
22 without the necessity of filing a claim, as follows:

23 4.1 Retrospective Relief. Each Recouped Class Member shall be entitled to the
24 percentage of the Retrospective Relief Fund equal to the ratio of the total amount of Profit
25 Participation paid or payable to the Recouped Class Member pursuant to one or more Class Profit
26 Participation Contracts through the period ending August 31, 2015, compared to the total amount
27 of Profit Participation paid or payable to all of the Recouped Class Members pursuant to Class
28 Profit Participation Contracts for all periods through the period ending August 31, 2015.

1 share of the Accounting Relief Fund determined by the ratio of the total amount of Home Video
2 Revenue, Electronic Sell-Through Revenue, and Streaming Revenue derived by Paramount
3 through August 31, 2015, for that motion picture compared to the total amount of Home Video
4 Revenue, Electronic Sell-Through Revenue, and Streaming Revenue derived by Paramount
5 through August 31, 2015, for all of the motion pictures receiving an accounting adjustment.
6 Paramount will be responsible for the calculation of the accounting credits due and for applying
7 the accounting credits within its profit participation accounting database.

8 5.2 The accounting adjustment shall only be applied for the benefit of the
9 Unrecouped Class Members. Any person or entity that is a Recouped Class Member or not a
10 Class Member in regard to a motion picture will not receive the benefit of the accounting
11 adjustment.

JUDGMENT AND RELEASE

13 6. Final Judgment. Subject to Court approval, the Parties to this Stipulation agree to
14 entry of final judgment in this Action, and to providing for the releases herein.

15 7. Release. Upon the Effective Date, the Plaintiffs, the Settlement Class, and each
16 Class Member on behalf of themselves, their heirs, executors, administrators, attorneys, successors
17 and assigns, and any persons they represent, shall be deemed to have, and by entry of judgment of
18 the Action shall have, fully, finally and forever released, relinquished, and discharged the
19 Released Parties with respect to each and every Released Claim and shall forever be enjoined from
20 prosecuting any of the Released Claims with respect to each and every Released Party and
21 covenant not to sue any of the Released Parties with respect to any of the Released Claims.
22 Except as expressly provided in this Stipulation, nothing shall be deemed to terminate, modify or
23 cancel any provision of any Class Member's Profit Participation Contract, each of which shall
24 otherwise continue in full force and effect in accordance with its terms. The release of the
25 Released Claims pursuant to this Settlement is without prejudice to any other rights not involving
26 those claims.

27 8. Continuing Accounting Practice. Plaintiffs acknowledge and agree that Paramount
28 will continue to account to each Class Member for Home Video Revenue and Electronic Sell-

1 Through Revenue as it has done and currently does on the basis of 20% of such revenue.
2 Plaintiffs hereby waive any claims related to this accounting practice for Home Video Revenue
3 and Electronic Sell-Through Revenue in the calculation of Profit Participation for Class Members
4 in both the past and the future. Paramount agrees that, in the absence of an existing or future
5 agreement that includes express provisions regarding the calculation of Streaming Revenue,
6 Paramount will, beginning after the Effective Date, account to each Class Member for Streaming
7 Revenue, and any future methods of streaming now known or hereafter created, on the basis of
8 100% of such revenue received after the Effective Date in a manner otherwise consistent with the
9 terms of each Class Profit Participation Contract.

10 **PRELIMINARY APPROVAL AND NOTICE**

11 9. Preliminary Approval Order. As soon as practicable, Plaintiffs shall move the
12 Court for entry of the Preliminary Approval Order. Paramount agrees, solely for purposes of
13 effectuating the Settlement, not to oppose certification of the Settlement Class. Paramount does
14 not waive and expressly reserves the right to contest class action treatment of Plaintiffs' claims in
15 the Action if the Effective Date fails to occur for any reason including, without limitation, any
16 possible termination of this Settlement. If the Effective Date fails to occur for any reason, (i) the
17 certification of the Settlement Class shall be deemed null and void, and each Party shall retain all
18 of its respective rights as they existed prior to execution of this Stipulation; (ii) any findings or
19 stipulations regarding certification of the Settlement Class will be automatically vacated upon
20 notice to the Court of this Stipulation's termination or disapproval and the Action may proceed as
21 though no certification of the Settlement Class had occurred; (iii) Plaintiffs shall not raise or rely
22 upon any such findings, stipulations, or certification relating to the Settlement Class in connection
23 with any subsequent request for class certification; and (iv) neither this Stipulation, nor any of its
24 accompanying exhibits or any orders entered by the Court in connection with this Stipulation,
25 shall be admissible or used for any purpose.

26 10. Notice.

27 10.1 Settlement Class Member Information Exchange. Within ten (10) business
28 days after the Court's issuance of the Preliminary Approval Order, Paramount shall provide the

1 Settlement Class Information to the Settlement Administrator.

2 10.2 Notice by Mail. Within thirty (30) days after the Court’s issuance of the
3 Preliminary Approval Order, the Settlement Administrator shall mail the Notice to each Class
4 Member. *See*, Exhibit 1 attached hereto.

5 10.3 Publication Notice. Within thirty (30) days after the Court’s approval of the
6 Settlement, the Settlement Administrator shall also cause the Publication Notice, substantially in
7 the form attached hereto as Exhibit 2, to appear once in the *Variety* (in one-half page size) and
8 once in *The Hollywood Reporter* (in one-third page size). The Settlement Administrator shall
9 cause the Publication Notice, substantially in the form attached hereto as Exhibit 2, in the format
10 of an E-Newsletter, to be disseminated to subscribers of *Variety*, *The Hollywood Reporter* and *The*
11 *Wrap*. The Settlement Administrator may also cause online advertising in Facebook, Twitter and
12 LinkedIn. The Settlement Administrator shall issue a press release in the form of the Publication
13 Notice to be disseminated through the major media outlets. Nothing in this Agreement shall
14 prohibit Plaintiffs and Class Counsel from performing their duties and/or taking additional steps to
15 maximize notice to the Class.

16 10.4 Settlement Website. The Settlement Administrator shall create a website
17 (“Settlement Website”) with information about the Settlement. The Settlement Website shall
18 include copies of the relevant pleadings and provide updates to the Class Members regarding the
19 status of the Action.

20 10.5 Costs and Fees. All costs and fees associated with Notice shall be deducted
21 from the Settlement Fund.

22 **REQUESTS FOR EXCLUSION AND OPT-OUT TERMINATION RIGHTS**

23 11. Requests for Exclusion. Class Members who do not wish to participate in the
24 Settlement shall submit a Request for Exclusion within the deadline established by the Court.

25 12. Termination Option. Paramount may terminate the Settlement if, ten (10) days
26 after the deadline for receiving Requests for Exclusion, it determines that either the number of
27 Class Members who have submitted Requests for Exclusion or the total Profit Participation paid to
28 Class Members who have submitted Requests for Exclusion exceeds levels set forth in the

1 Confidential Supplemental Agreement (the “Opt Out Threshold”). Requests for Exclusion from
2 persons or entities who do not meet the Settlement Class definition do not count toward the Opt-
3 Out Threshold. The Parties shall seek to keep the Opt-Out Threshold confidential. In the event
4 that the Court directs that the Confidential Supplemental Agreement be filed prior to the deadline
5 for submitting Requests for Exclusion, no party shall have any right to any relief by reason of such
6 disclosure. In the event of a termination of this Settlement pursuant to the Confidential
7 Supplemental Agreement: (1) this Stipulation shall become null and void; and (2) Paramount shall
8 pay all costs incurred by the Settlement Administrator arising out of the Stipulation.

9 **CONFIRMATORY DISCOVERY**

10 13. Confirmatory Discovery. Class Counsel may, at their own expense, conduct
11 confirmatory discovery as outlined in the Parties’ Confidential Supplemental Agreement.

12 **EFFECTIVE DATE OF SETTLEMENT, WAIVER, AND TERMINATION**

13 14. Effective Date of Settlement. The Effective Date of Settlement shall be the date
14 when all the following have occurred:

- 15 (a) entry of the Preliminary Approval Order by the Court;
- 16 (b) final approval by the Court of the Settlement, following notice to the
17 Settlement Class and a hearing;
- 18 (c) entry of judgment; and
- 19 (d) the expiration of any time for appeal or review, or, if any appeal is filed and
20 not dismissed, after the final approval order is upheld on appeal in all material respects and is no
21 longer subject to review upon appeal or by writ of certiorari.

22 15. Termination after Court Disapproval. In addition to Paramount’s rights under
23 Paragraph 12, Paramount or Plaintiffs shall have the right to terminate the Settlement and this
24 Stipulation by providing written notice of their election to do so (“Termination Notice”) to counsel
25 for the other party hereto within thirty days of (a) the Court’s declining to enter the Preliminary
26 Approval Order; or (b) the Court’s declining to approve the Settlement embodied in this
27 Stipulation, or any material part of it.

28 16. No Prejudice in Event of Termination. Except as otherwise provided herein, in the

1 event the Settlement is terminated or the Effective Date fails to occur, then the Settlement shall be
2 without prejudice and none of its terms shall be effective or enforceable; the Parties to this
3 Stipulation shall be deemed to have reverted to their respective status in the Action as of August
4 31, 2015; except as otherwise expressly provided, the Parties shall proceed in all respects as if this
5 Stipulation and any related orders had not been entered. In the event the Settlement is terminated
6 or modified in any material respect, Paramount shall be deemed to have retained all rights to
7 object to the maintenance of the Action as a class action and shall further be deemed not to have
8 waived, modified, or be estopped from asserting any additional defenses available to it.

9 **ADMINISTRATION OF THE SETTLEMENT**

10 17. Settlement Administrator. The Parties shall engage the third party Settlement
11 Administrator to carry out the terms of the Settlement as provided herein. Any fees or expenses
12 incurred through the use of a third party Settlement Administrator will be deducted from the
13 Settlement Fund as administrative expenses.

14 18. Deposit of Settlement Fund. Within ten (10) business days after the Effective Date,
15 Paramount shall pay the Settlement Fund to the Settlement Administrator for disbursement as
16 provided herein.

17 **ATTORNEYS' FEES, EXPENSES, AND ENHANCEMENT AWARDS**

18 19. Attorneys' Fees. Class Counsel will apply to the Court for an award of attorneys'
19 fees in an amount not to exceed one-third of the \$3,405,000 Settlement Fund (i.e., up to
20 \$1,135,000) and expenses and verified costs in an amount not to exceed \$105,000.00. Paramount
21 agrees not to oppose or to submit any evidence or argument challenging or undermining such
22 application for attorneys' fees, costs, or expenses.

23 20. Disapproval of Fee Award. Notwithstanding anything contained herein to the
24 contrary, in the event that the Court does not approve the award of attorneys' fees and expenses
25 requested by Class Counsel, or the Court awards attorneys' fees and expenses in an amount less
26 than that requested by Class Counsel, such decision shall not affect the validity and enforceability
27 of the Settlement and shall not be a basis for anyone to seek to terminate or void the Settlement or
28 for rendering the entire Settlement null, void, or unenforceable. Class Counsel retain their right to

1 appeal any decision by the Court regarding the Court's award of attorneys' fees and costs.

2 21. Payment of Attorneys' Fees. The amount awarded by the Court shall be payable by
3 the Settlement Administrator to Class Counsel by delivery of check(s) or other negotiable
4 instrument(s) or by wire transfer(s) within fourteen (14) days after the Effective Date.

5 22. Deduction of Fee Award from Settlement Fund. Any attorneys' fees and expenses
6 awarded by the Court will be deducted from the Settlement Fund. In no event shall the payment
7 of attorneys' fees, costs, and expenses awarded by the Court alter or increase Paramount's
8 obligation under the Settlement, which in no event shall be more than the amount of the
9 Settlement Fund.

10 23. Enhancement Awards to Named Plaintiffs. Plaintiffs will apply to the Court for an
11 award of \$10,000.00 for each of the Named Plaintiffs, Colin Higgins Productions, Ltd. and
12 Michael Elias, for their services as class representatives, for a total of \$20,000.00. The
13 enhancement awards are payable by the Settlement Administrator to Class Counsel by delivery of
14 check(s) or other negotiable instrument(s) or by wire transfer(s) within fourteen (14) days after the
15 Effective Date. Any enhancement awards ordered by the Court will be deducted from the
16 Settlement Fund.

17 **MISCELLANEOUS PROVISIONS**

18 24. Exhibits Incorporated by Reference. All of the exhibits attached hereto are hereby
19 incorporated by reference as though fully set forth herein.

20 25. Final and Complete Resolution. The Parties to this Stipulation intend the
21 Settlement to be a final and complete resolution of all disputes asserted or that could be or could
22 have been asserted by the Plaintiffs, the Settlement Class, and/or any of the Class Members
23 against the Released Parties with respect to the Released Claims and the Action. Paramount agrees
24 not to assert that the Action was brought in bad faith or without a reasonable basis. The Parties
25 hereto shall assert no claims for costs or sanctions relating to the prosecution, defense, or
26 settlement of the Action.

27 26. Settlement Fairly Negotiated. The Parties agree that the amount paid and the other
28 terms of the Settlement were negotiated at arm's length in good faith by the Parties, and reflect a

1 settlement that was reached voluntarily by the Parties after consultation with their respective
2 experienced legal counsel.

3 27. No Oral Modifications. This Stipulation may not be modified or amended, nor may
4 any of its provisions be waived except by a writing signed by counsel for all Parties hereto or their
5 successors-in-interest.

6 28. Headings Have No Legal Effect. The headings herein are used for the purpose of
7 convenience only and are not meant to have legal effect.

8 29. Court Retains Jurisdiction. The administration and consummation of the
9 Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court
10 shall retain jurisdiction for the purpose of entering orders providing for award of attorneys' fees
11 and expenses to Class Counsel, and enforcing the terms of this Stipulation.

12 30. Warrant of Authority. All counsel and any other person executing this Stipulation
13 and any of the exhibits hereto, or any related settlement documents, warrant and represent that
14 they have the full authority to do so and that they have the authority to take appropriate action
15 required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

16 31. Successors and Assigns. This Stipulation shall be binding upon, and inure to the
17 benefit of, the successors and assigns of the Parties hereto.

18 32. Choice of Law. The construction, interpretation, operation, effect and validity of
19 this Stipulation, and all documents necessary to effectuate it, shall be governed by the internal
20 laws of the State of California without regard to conflicts of laws, except to the extent that
21 preemption by federal law requires that federal law govern.

22 33. Stipulation Jointly Drafted. This Stipulation shall not be construed more strictly
23 against one party than another merely by virtue of the fact that it, or any part of it, may have been
24 prepared by counsel for one of the Parties, it being recognized by the Parties that this Stipulation is
25 the result of arm's length negotiations between the Parties and that all Parties have contributed
26 substantially and materially to the preparation of this Stipulation.

27 34. Effect of Waiver. The waiver by one party of any breach of this Stipulation by any
28 other party shall not be deemed a waiver of any other prior or subsequent breach of this

1 Stipulation. The waiver by one party of any breach of this Stipulation by any other party shall not
2 be deemed a waiver of any other prior or subsequent breach of this Stipulation.

3 35. Integration. This Stipulation and its exhibits and the Confidential Supplemental
4 Agreement constitute the entire agreement among the Parties hereto concerning the Settlement of
5 the Action, and no representations, warranties, or inducements have been made by any party
6 hereto other than those contained and memorialized in such documents.

7 36. Execution in Counterparts. This Stipulation may be executed in one or more
8 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
9 instrument. A fax, electronic and/or scanned PDF signature or other copy of a signed counterpart
10 shall be deemed an original and shall have the same force and effect as a signed original.

11 37. No Representations About Tax Consequences. No opinion or advice concerning
12 the tax consequences of the proposed Settlement to individual Class Members is being given or
13 will be given by Class Counsel or Paramount's Counsel; nor is any representation or warranty in
14 this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the
15 determination thereof, are the sole responsibility of the Class Member, and it is understood that the
16 tax consequences may vary depending on the particular circumstances of each individual Class
17 Member.

18 38. Intent of Parties. The Parties hereto: (a) acknowledge that it is their intent to
19 consummate this Stipulation; and (b) agree to cooperate to the extent necessary to effectuate and
20 implement all terms and conditions of this Stipulation and to exercise their best efforts and to act
21 in good faith to accomplish the foregoing terms and conditions of the Stipulation.

22 Dated: May 9, 2016

COLIN HIGGINS PRODUCTIONS, LTD.

23 By: James Cass Rogers

24 Title: President

25
26 Dated: _____, 2016

MICHAEL ELIAS

27 By: _____

28 Title: _____

1 Stipulation. The waiver by one party of any breach of this Stipulation by any other party shall not
2 be deemed a waiver of any other prior or subsequent breach of this Stipulation.

3 35. Integration. This Stipulation and its exhibits and the Confidential Supplemental
4 Agreement constitute the entire agreement among the Parties hereto concerning the Settlement of
5 the Action, and no representations, warranties, or inducements have been made by any party
6 hereto other than those contained and memorialized in such documents.

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12 the tax consequences of the proposed Settlement to individual Class Members is being given or
13 will be given by Class Counsel or Paramount's Counsel; nor is any representation or warranty in
14 this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the
15 determination thereof, are the sole responsibility of the Class Member, and it is understood that the
16 tax consequences may vary depending on the particular circumstances of each individual Class
17 Member.

18 38. Intent of Parties. The Parties hereto: (a) acknowledge that it is their intent to
19 consummate this Stipulation; and (b) agree to cooperate to the extent necessary to effectuate and
20 implement all terms and conditions of this Stipulation and to exercise their best efforts and to act
21 in good faith to accomplish the foregoing terms and conditions of the Stipulation.

22 Dated: _____, 2016

COLIN HIGGINS PRODUCTIONS, LTD.

23

By: _____

24

Title: _____

25

26 Dated: 5/10/_____, 2016

MICHAEL ELIAS

27

By: [Signature]

28

Title: President

1 Dated: 5/6 2016

PARAMOUNT PICTURES CORPORATION

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By: 

Title: Karen Magid
Executive Vice President

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APPROVED AS TO FORM:


Dated: 05-13, 2016

PEARSON, SIMON & WARSHAW LLP
CLIFFORD H. PEARSON
DANIEL L. WARSHAW
BOBBY POUYA

JOHNSON & JOHNSON LLP
NEVILLE L. JOHNSON
DOUGLAS L. JOHNSON
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RAYMOND P. BOUCHER
SHEHNAZ M. BHUJWALA
MARIA L. WEITZ

By: 
JEFFREY A. KONCIUS
Attorneys for Plaintiffs Colin Higgins Productions,
Ltd. and Michael Elias, on behalf of themselves and
others similarly situated

Dated: May 11, 2016

KENDALL BRILL & KELLY LLP
RICHARD B. KENDALL
PHILIP M. KELLY
MEAGHAN FIELD


By: 
RICHARD B. KENDALL
Attorneys for Defendant Paramount Pictures
Corporation

EXHIBIT “1”

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST DIVISION

If You Are a Profit Participant on a Motion Picture Released by Paramount Pictures Corporation for Home Video, Electronic Sell-Through, or Streaming You May Financially Benefit from a Class Action Settlement

A California state court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit over how Paramount Pictures Corporation (“Paramount”) calculated profit participation relating to revenue derived from the sale of Home Videos (e.g. physical copies such as videocassettes, DVDs, and Blu-Ray) Electronic Sell-Through (e.g. digital copies delivered for permanent download such as iTunes or Amazon) and Streaming (e.g. digital copies that are not permanent downloads such as Netflix or Hulu) on certain motion pictures.
- You may be a Class Member if you are a person or entity (or their successors-in-interest, assigns, and heirs) who is a party to a profit participation contract with Paramount dated on or before July 5, 1980.
- This Settlement provides Class Members with a: (1) \$3,405,000 Settlement Fund, which will be used to pay recouped profit participants who are already receiving profit participation on their contracts; and, (2) \$3,405,000 Accounting Relief Fund, which will be used to credit the accounts of unrecouped profit participants who are not yet receiving profit participations on their contracts. You may receive benefits from either or both of these funds if you qualify.
- You have to take action on or before October 7, 2016 in order to exercise your legal rights and options in the Settlement, which are set forth below and in this Notice. Please read this Notice carefully. Your legal rights may be affected, whether you act or don’t act.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

REMAIN PART OF THE SETTLEMENT CLASS	<ul style="list-style-type: none"> • <u>If you received this Notice in the mail</u> and you are part of the Settlement Class, <u>you do not have to take any action</u> to remain part of the Settlement Class and be eligible to receive the benefits, payments and credits offered by the Settlement. Payments and credits will be applied to eligible Class Members automatically if you are part of the Settlement.
BECOME PART OF THE SETTLEMENT CLASS	<ul style="list-style-type: none"> • <u>If you did not receive this Notice in the mail</u> and you believe that you may be a Class Member, you can contact the Settlement Administrator and apply to take part in the Settlement by visiting www.XXXX.com or calling (xxx) xxx-xxxx TOLL-FREE.
EXCLUDE YOURSELF	<ul style="list-style-type: none"> • Excluding yourself means you <u>get no payment or credits</u> from this Settlement. • This is the only option that allows you to keep any rights you currently have to negotiate with or sue Paramount about the claims in this case. • <i>See Questions 14–16.</i>
OBJECT TO THIS SETTLEMENT	<ul style="list-style-type: none"> • If you do not exclude yourself, you may write to the Court about why you don’t like this Settlement. <i>See Questions 19–20.</i>
GO TO THE HEARING	<ul style="list-style-type: none"> • Ask to speak in Court about your opinion of this Settlement.

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BASIC INFORMATION

1. Why did I get this Notice?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to give final approval to this Settlement. This Notice explains the lawsuit, this Settlement, and your legal rights.

Judge Elihu M. Berle, of the Superior Court of the State of California, is overseeing this case. The case is known as *Colin Higgins Productions, Ltd. v. Paramount Pictures Corporation*, Case No. BC499179. The people who sued are called the “Plaintiffs.” The “Defendant” is Paramount Pictures Corporation.

2. What is this lawsuit about?

This lawsuit claims that Paramount failed to properly account for and pay motion picture profit participants (e.g. producers, directors, and actors) in regard to Home Video Revenue, Electronic Sell-Through Revenue, and Streaming Revenue under profit participation contracts that do not include express provisions regarding the treatment of such revenues for calculation of profit participation.

Home Video Revenue is revenue derived from the sale of physical copies of motion pictures in tangible products such as Videocassettes, DVDs, and Blu-Ray discs. Electronic Sell-Through Revenue is revenue derived from the sale of digital copies of motion pictures that are delivered to the consumer via electronic transmission (e.g., through download purchases on iTunes or Amazon). Streaming Revenue is revenue derived from digital streaming of motion pictures, including through services commonly known as “video-on-demand” (“VOD”) or “subscription video-on-demand” (“SVOD”), where the consumer does not obtain permanent ownership of a copy of the motion picture (e.g. Netflix or Hulu).

3. Why is this lawsuit a class action?

In a class action lawsuit, one or more people, called “Class Representatives,” (in this case, Colin Higgins Productions, Ltd., and Michael Elias) sue on behalf of people who have similar claims. All these people together are a “Class” or “Class Members.” In a settlement of a class action, one court resolves the issues for all Class Members, except for those who choose to exclude themselves from the Class (see *Question 14*).

4. Why is there a settlement?

The Court has not determined who is right. Rather, both sides have agreed to settle the lawsuit to avoid the uncertainties and expenses of continuing the lawsuit. By agreeing to settle, both sides avoid the cost and risk of a trial, and the people affected will get a chance to receive benefits. The Class Representatives and their attorneys think this Settlement is best for all Class Members. This Settlement does not mean that Paramount did anything wrong.

WHO IS IN THE SETTLEMENT

If you received this Notice you may be a Class Member. You should review your contract(s) and any amendments to them so as to determine whether you are included in the Class and this Settlement.

5. What is the Class definition?

Class Members are all persons and entities (and their successors-in-interest, assigns, and heirs) that are parties to a “Class Profit Participation Contract” (defined by the Settlement Agreement as a Profit Participation Contract, entered on or before July 5, 1980).

When a person or entity is a party to both, (a) one or more Class Profit Participation Contracts; and (b) one or more profit participation contracts that do not meet the definition of a Class Profit Participation Contract, that person or entity is a member of the settlement class only with regard to the Class Profit Participation Contract(s).

Excluded from the Settlement Class are:

- * Paramount and any person, trust, firm, corporation or other entity affiliated with or related to Paramount;
- * Any persons or entities who exclude themselves by filing a timely Request for Exclusion in accordance with the requirements set forth by the Court;
- * Persons or entities who have entered into an agreement with Paramount or its affiliates and their predecessors, subsequent to their Class Profit Participation Contract but regarding the same motion picture, that includes express provisions regarding the calculation of the Profit Participant’s Profit Participation with regard to Home Video Revenue, Electronic Sell-Through Revenue and/or Streaming Revenue including but not limited to a settlement agreement, an amendment to the relevant Class Profit Participation Contract, a side letter, or any other writing that sets forth such provisions, and was made prior to the date of the Preliminary Approval Order;
- * Other motion picture studios and their affiliates or predecessors in interest.

6. How do I know if I am part of this Settlement?

To see if you are part of this Settlement and your rights under the Settlement, ask yourself this series of questions:

Question	Yes	No
Do you have at least one Profit Participation Contract with Paramount dated on or before July 5, 1980 or are you the heir, successor or assign of someone who does?	Continue	You are not a Class Member
Did you or your predecessors in interest modify the Profit Participation Contract to include a provision for Profit Participation specifically with regard to Home Video, Electronic Sell-Through and/or Streaming Revenue?	You are not a Class Member	Continue
Did you or your predecessors already release Paramount for claims relating to Home Video, Electronic Sell-Through and/or Streaming Revenue Profit Participation under the contract?	You are not a Class Member	Continue
Were you receiving Profit Participation payments under the Profit Participation Contract from Paramount as of August 31, 2015?	You may be a Recouped Class Member. Continue.	You may be an Unrecouped Class Member. Continue.

7. I’m still not sure if I am included.

If you are still not sure whether you are included, you can get help by contacting the Settlement Administrator using any of the methods listed in Question 24.

You are not required to pay anyone to assist you in obtaining information about the Settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does this Settlement Provide?

This Settlement provides a total of \$3,405,000 (“Settlement Fund”) to be available for compensation to the Recouped Class Members (as defined in Question 9 below) less administrative and notice expenses, compensation to Named Plaintiffs, and attorneys’ fees and costs.

This Settlement also provides a total of \$3,405,000 (“Accounting Relief Fund”) for the benefit of Unrecouped Class Members (as defined in Question 9 below) for the application of an adjustment on the account of the motion pictures associated with a Class Profit Participation Contract to which an Unrecouped Class Member is a party.

Paramount has further agreed, that in the absence of an existing or future agreement that includes express provisions regarding the calculation of Streaming Revenue, Paramount will account to each Class Member for Streaming Revenue, and any future methods of streaming now known or hereafter created, on the basis of 100% of such revenue.

9. How will payments and credits be calculated?

Payments and credits and benefits will be calculated from the Settlement Fund and Accounting Relief Fund for Recouped Class Members and Unrecouped Class Members as follows: (Note: It is possible for a profit participant to be considered both a Recouped Class Member and an Unrecouped Class Member in regard to different contracts. In such a situation, the Class Member would obtain a portion of the Settlement Relief Fund as well as their share of the Accounting Relief Fund, as appropriate.) The Settlement Administrator will be responsible for the calculation and payment of the amounts due Recouped Class Members from the Settlement Fund based upon participation information received from Paramount. Paramount will be responsible for the calculation and the application of the accounting credits to be applied for the benefit of Unrecouped Class Members within its profit participation accounting database.

Recouped Class Members: Recouped Class Member means a Class Member who, as of August 31, 2015, is a Profit Participant on one or more motion pictures that have realized sufficient revenue to require payment of Profit Participation to that Class Member under the terms of that person or entity’s Class Profit Participation Contract. Recouped Class Members will receive payments from the Settlement Fund, divided into two categories:

Retrospective Relief (70% of the Settlement Fund Payout)

Each Recouped Class Member shall be entitled to the percentage of the Retrospective Relief Fund equal to the ratio of the total amount of Profit Participation paid or payable to the Recouped Class Member pursuant to one or more Class Profit Participation Contracts through the period ending August 31, 2015, compared to the total amount of Profit

Participation paid or payable to all of the Recouped Class Members pursuant to Class Profit Participation Contracts for all periods through the period ending August 31, 2015.

Prospective Relief (30% of the Settlement Fund Payout)

Each Recouped Class Member shall also be entitled to the percentage of the Prospective Relief Fund equal to the ratio of the total amount of Profit Participation paid or payable to the Recouped Class Member pursuant to one or more Class Profit Participation Contracts for the period from January 1, 2011, through August 31, 2015, compared to the total amount of Profit Participation paid or payable to all of the Recouped Class members pursuant to Class Profit Participation Contracts for the same period, with such ratio serving as an estimate of the ratio of future Profit Participation payments.

Unrecouped Class Members: Unrecouped Class Member means a Class Member who, as of August 31, 2015, is a Profit Participant on one or more motion pictures that have not realized sufficient revenue to require payment of Profit Participation to that Class Member under the terms of that person or entity's Class Profit Participation Contract. In other words they were not yet earning profit participation from their Profit Participation Contract as of August 31, 2015.

Paramount shall apply an adjustment on the account of each motion picture associated with a Class Profit Participation Contract to which an Unrecouped Class Member is a party for the benefit of the Unrecouped Class Members with Class Profit Participation Contracts relating to that motion picture. The accounting adjustment shall be that motion picture's share of the Accounting Relief Fund determined by the ratio of the total amount of Home Video Revenue, Electronic Sell-Through Revenue, and Streaming Revenue derived by Paramount through August 31, 2015, for that motion picture compared to the total amount of Home Video Revenue, Electronic Sell-Through Revenue, and Streaming Revenue derived by Paramount through August 31, 2015, for all of the motion pictures receiving an accounting adjustment.

10. How much will my payment be?

The exact amount each qualifying Class Member will receive cannot be calculated until (1) the Court approves the Settlement; (2) amounts are deducted from the Settlement Fund for notice and administration costs, attorneys' fees and expenses, and any Class Representative Incentive Awards; and (3) the Settlement Administrator determines the number of persons who opt out of the Settlement. *See Question 9 for the general method of calculating claims payments.*

HOW YOU GET A PAYMENT OR CREDIT—PARTICIPATING IN THE SETTLEMENT

11. How can I get a payment or credit?

To be eligible to receive a payment or credit under the Settlement, you must (1) be a Class Member; and (2) not have excluded yourself from the Settlement.

If You Received This Notice in The Mail: If you received this Notice in the mail it means that Paramount's records have identified you as a potential Class Member. ***You do not need to submit a Claim Form or take any other action if you received this Notice in the mail and wish to participate in the Settlement.*** Your eligibility will be confirmed and payments and credits described above will be provided to you automatically.

If You Did Not Receive This Notice in The Mail: If you did not receive this Notice in the mail and you believe that you may be a Class Member, you can inquire into whether you are an eligible Class Member and apply to take part in the Settlement by visiting www.XXXX.com or calling (xxx) xxx-xxxx TOLL-FREE.

12. When will I get my payment or credit?

The payments and accounting credits will be sent to eligible Class Members after the Court grants "final approval" of the Settlement and after any appeals are resolved.

The Court will hold a Fairness Hearing on November 7, 2016, at 10:00 a.m. (Pacific time) to decide whether to approve the Settlement. **If you want to attend the hearing, keep in mind that the date and/or time may be changed after this Notice is sent, so you should check the settlement website (www.XXXX.com) before making travel plans.**

If the Court approves the Settlement (*see Questions 21–23*), there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time. Please be patient. You can check for updates and other important information by using any of the methods listed in Question 24.

13. What am I giving up to get benefits and stay in the Settlement?

If this Settlement receives final approval from the Court, this Settlement will be legally binding on all Class Members, including Class Members who object, unless you exclude yourself from the Settlement. This means you will not be able to sue Paramount for the claims being released in this Settlement. This Notice is only a summary. The specific claims that you are giving up against Paramount are described in detail in the Settlement Agreement. You will be "releasing" Paramount and all related entities (the "Released Parties") as described in the Settlement Agreement. The Settlement Agreement is available at www.XXXX.com or by calling (xxx) xxx-xxxx TOLL-FREE.

If you, or someone acting on your behalf, are currently litigating claims against Paramount or the other Released Parties, you will be barred from pursuing the claims released by this Settlement unless you validly “opt out” as described below. If you are currently litigating claims against Paramount or the other Released Parties, speak to your lawyer in that matter immediately.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to Class Counsel listed in Question 17, or you can, of course, talk to your own lawyer if you have questions about what this means.

14. How do I get out of the Settlement?

To exclude yourself, you must mail a letter that includes:

- Your full name, current address, telephone number, and signature;
- The name of the individual or entity requesting exclusion (if any different from your name);
- A statement that you are a Class Member and that you “request to be excluded from the class settlement in the Paramount Home Video Settlement”;
- A statement as to whether you wish to be excluded from the class settlement for all or only some of the Class Profit Participation Contracts to which you are a party. If you wish to be excluded for only some of the Class Profit Participation Contracts to which you are a party, please indicate the specific motion pictures for which you are requesting exclusion.

You must personally sign your written “opt-out” request and mail it postmarked by October 7, 2016 to:

Paramount Home Video Settlement
c/o XXXX

15. If I don’t exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue the Defendant for the claims that are resolved by the Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. **Remember, the exclusion deadline is October 7, 2016.**

16. If I exclude myself, can I get a payments or credits from the Settlement?

No. If you exclude yourself from the Settlement, you will not be able to get any payments or credits from the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in the Settlement.

THE LAWYERS IN THE CASE

17. Who Are the Lawyers in This Case

Class Counsel

The Court has appointed the law firms listed below to represent you and other Class Members in the Settlement. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you want to contact Class Counsel about this Settlement, they can be reached through the Settlement Administrator by calling (xxx) xxx-xxxx or sending an email to info@XXXX.com.

Daniel L. Warshaw PEARSON, SIMON & WARSHAW, LLP 15165 Ventura Boulevard, Suite 400 Sherman Oaks, CA 91403	Jeffrey A. Koncius KIESEL LAW LLP 8648 Wilshire Boulevard Beverly Hills, CA 90211
Neville L. Johnson JOHNSON & JOHNSON LLP 439 North Canon Drive, Suite 200 Beverly Hills, CA 90210	Raymond P. Boucher BOUCHER LLP 21600 Oxnard St., Suite 600 Woodland Hills, CA 91367

Paramount’s Attorneys

Defendant Paramount Pictures Corporation is represented by the below listed counsel from the law firm of Kendall Brill & Kelly LLP. If you want to contact Defendant Paramount Pictures Corporation’s Attorneys about this Settlement, they can be reached by contacting:

Richard Kendall
KENDALL BRILL & KELLY LLP
10100 Santa Monica Blvd #175

18. How Are Class Counsel being paid? Are the Class Representatives being paid?

Class Counsel will ask the Court for an award of attorneys' fees and expenses in the Settlement (the "Fee and Expense Award"), which will be paid from the Settlement Fund:

Attorneys' Fees and Expenses

- Class Counsel will ask the Court to approve payment from the Settlement Fund of attorneys' fees of up to one-third of the \$3,405,000 Settlement Fund (*i.e.*, up to \$1,135,000), as well as for reimbursement for costs and expenses incurred in the prosecution of the lawsuits not to exceed \$105,000.

Incentive Awards to Class Representatives

- Class Counsel will ask the Court to approve a \$10,000.00 payment (called "Incentive Awards") to each of the Plaintiffs, Colin Higgins Productions Ltd. and Michael Elias, totaling \$20,000.00. The Incentive Awards compensate Plaintiffs for their service as Class Representatives. Any Incentive Award ordered by the Court will be in addition to what that Class Representative is eligible to receive from his or its claim.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I don't like the Settlement?

If you do not exclude yourself, you may object to the Settlement. To object, you must **mail** your objection to the Settlement Administrator. To be timely, your objection must be mailed to the Settlement Administrator so that it is **postmarked** by October 7, 2016 at the following addresses:

Paramount Home Video Settlement
XXXX

You must include the following information:

- Your full name, current address, telephone number, and signature.
- The settlement to which you are objecting:
 - "Paramount Home Video Settlement."
- Your objections and the specific reasons why you object.
- State whether you intend to appear at the Fairness Hearing, either in person or through counsel.
- If you are represented by separate counsel, the name, address, bar number, and telephone number of all attorneys who will represent you.

Please note that any objections must be submitted by an individual Class Member, his or her legally authorized representative, or his or her attorney—not as a member of a group, class, or subclass.

20. What's the difference between objecting and excluding yourself?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to a settlement only if you stay in that settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object, because the case no longer affects you. If you object, and the Court approves the Settlement anyway, you will still be legally bound by the result.

THE COURT'S FAIRNESS HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a "Fairness Hearing" (also known as a "Final Approval Hearing") to decide whether to finally approve the proposed Settlement. The Fairness Hearing will be on November 7, 2016 **at 10:00 a.m.** before Judge Elihu M. Berle in Department 323 of the Los Angeles Superior Court, Central Civil West Courthouse, located at 600 South Commonwealth Avenue, Los Angeles, California 90005. If you want to attend the Fairness Hearing, keep in mind that the date and/or time may be changed after this Notice is sent, so you should check the settlement website (www.XXXX.com) before making travel plans.

At the Fairness Hearing, the Court will consider whether the proposed Settlement and all of its terms are adequate, fair, and reasonable. If there are objections, the Court will consider them. The Court may listen to people who have asked for permission to speak at the Hearing and have complied with the other requirements for objections explained in Question 19. The Court may also decide how much to award Class Counsel for fees and expenses, and whether and how much to award the Class Representatives for representing the Class (the Incentive Awards).

There is no set timeline for either the Court’s final approval decision, or for any appeals that may be brought from that decision, so it is impossible to know exactly when the Settlement will become final.

The Court may change deadlines listed in this Notice without further notice to the Class. To keep up on any changes in the deadlines, please contact the Settlement Administrator or review the website.

22. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions asked by the Court.

If you send an objection, you don’t have to come to Court to talk about it. So long as you mailed your written objection on time and complied with the other requirements for a proper objection, the Court will consider it. You may also pay another lawyer to attend, but it’s not required.

23. May I speak at the Fairness Hearing?

Yes. You or your lawyer may, at your own expense, come to the Fairness Hearing and speak. You must also file a Notice of Intention to Appear, which must be mailed to the Settlement Administrator so that it is **postmarked no later than** October 7, 2016 and it must be **filed** with the Clerk of the Court by that same date. If you intend to have a lawyer appear on your behalf, your lawyer must enter a written notice of appearance of counsel with the Clerk of the Court no later than October 7, 2016. See Question 19 for the addresses of the Settlement Administrator. You cannot speak at the Fairness Hearing if you excluded yourself.

GETTING MORE INFORMATION

24. How do I get more information about the Settlement?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, available at www.XXXX.com.

YOU MAY OBTAIN ADDITIONAL INFORMATION BY	
CALLING	<ul style="list-style-type: none">• Call the Settlement Administrator toll-free at (xxx) xxx-xxxx to ask questions and receive copies of documents.
E-MAILING	<ul style="list-style-type: none">• Email the Settlement Administrator at info@XXXX.com
WRITING	<ul style="list-style-type: none">• Send your questions by mail to Paramount Home Video Settlement XXXX
VISITING THE SETTLEMENT WEBSITE	<ul style="list-style-type: none">• www.XXXX.com, where you will find answers to common questions about the Settlement, obtain a Claim Form, plus other information to help you.
REVIEWING LEGAL DOCUMENTS	<ul style="list-style-type: none">• You can review the legal documents that have been filed with the Clerk of Court in these cases at: Los Angeles Superior Court, Central Civil West Courthouse 600 South Commonwealth Avenue Los Angeles, California 90005

PLEASE DO NOT CALL THE JUDGE OR THE COURT CLERK TO ASK QUESTIONS ABOUT THE LAWSUIT, THE SETTLEMENT, OR THIS NOTICE.

THE COURT WILL NOT RESPOND TO LETTERS OR TELEPHONE CALLS. IF YOU WISH TO ADDRESS THE COURT, YOU MUST FILE AN APPROPRIATE PLEADING OR MOTION WITH THE CLERK OF THE COURT IN ACCORDANCE WITH THE COURT’S USUAL PROCEDURES.

DATED: _____, 2016

BY ORDER OF THE COURT
SUPERIOR COURT FOR THE STATE OF CALIFORNIA

EXHIBIT “2”

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If You Are a Profit Participant on a Motion Picture Released by Paramount Pictures Corporation for Home Video, Electronic Sell-Through or Streaming, You Could Financially Benefit from a Class Action Settlement

What Is This Settlement About?

A settlement has been reached in a class action lawsuit over how Paramount Pictures Corporation (“Paramount”) calculated profit participation relating to revenue derived from the sale of Home Videos (e.g. physical copies such as videocassettes, DVDs, and Blu-Ray), Electronic Sell-Through (e.g. digital copies delivered for permanent download such as iTunes or Amazon), and Streaming Revenue (e.g. digital copies that are not permanent downloads such as Netflix or Hulu) on certain motion pictures. The settlement is not an admission of wrongdoing and the Court has not decided who is right and who is wrong. Instead, the parties decided to settle the dispute.

Am I A Class Member?

You may be a Class Member if you are a person or entity (or their successors-in-interest, assigns, and heirs) who is a party to a “Class Profit Participation Contract” (defined by the Settlement Agreement as a Profit Participation Contract, entered on or before July 5, 1980). To obtain more information regarding whether you are a Class Member, please visit www.XXXX.com or call (xxx) xxx-xxxx.

What Does The Settlement Provide?

This settlement provides Class Members with a: (1) \$3,405,000 Settlement Fund, which will be used to pay recouped profit participants who are already receiving profit participation on their contracts; and (2) \$3,405,000 Accounting Relief Fund, which will be used to credit the accounts of unrecouped profit participants who are not yet receiving profit participation on their contracts. You may receive benefits from either or both of these funds if you qualify.

What Are My Options?

You have the following rights and options as a Class Member. You have to take action on or before October 7, 2016 in order to exercise your legal rights and options under the settlement set forth below. Please visit www.XXXX.com or call **1-877-319-9141** for more information on how to exercise your rights and options.

- | | |
|--|--|
| Remain Part of the Settlement Class | If you also receive notice of this settlement in the mail, you do not have to take any action to remain part of the settlement class and be eligible to receive the benefits, payments and credits offered by the settlement. Payments and credits will be applied to eligible Class Members automatically. |
| Become Part of the Settlement Class | If you do not receive notice of this settlement in the mail and you believe that you may be an eligible Class Member, you can apply to take part in the settlement by visiting www.XXXX.com or calling (xxx) xxx-xxxx. |
| Exclude Yourself | Excluding yourself means you will be excluded from the class and <u>get no payment or credits from this settlement</u> . The judgment, whether favorable or not, will bind all members who do not request exclusion. |
| Object to this Settlement | You may tell the Court and parties about why you don’t like this settlement. |
| Attend the Fairness Hearing | Any member who does not request exclusion may ask to speak in court about your opinion of the settlement at the Fairness Hearing. The Fairness Hearing is currently scheduled for 10:00 a.m., on November 7, 2016 at Department 323 of the California Superior Court, 600 South Commonwealth Avenue, Los Angeles CA, 90005. You may make an appearance through counsel if you so desire. |

EXHIBIT “B”

Movie Royalties- CHP v. Paramount Pictures Corp., et al.

TIME REPORT

FIRM NAME:

REPORTING PERIOD: Case Inception through August 19, 2016

Categories:

- | | |
|---|------------------------------------|
| (1) Analysis/Strategy/Attorney Meetings | (8) Fact Investigation/Development |
| (2) Case Management | (9) Research |
| (3) Client Meeting | (10) Pleadings / Motions |
| (4) Court Appearances | (11) Settlement |
| (5) Discovery | |
| (6) Document Review | |
| (7) Experts- Work or Consult | |

Status:

- (P) Partner
 (A) Associate
 (LC) Law Clerk
 (PL) Paralegal

NAME	STATUS	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	Total Hours	Hourly Rate	Amount
Ackerman, Lee	A	4.8				0.8					2.8		8.4	\$ 375.00	\$ 3,150.00
Aroditis, Mariana	A	40.4	0.6	3.9	5.1	80.9	1.5			12.7	69.3	54.1	268.5	\$ 375.00	\$ 100,687.50
Aroditis, Mariana	A	0.6		0.1	3.5	0.1					2.8	14.2	21.3	\$ 420.00	\$ 8,946.00
Boucher, Raymond	P	2.9								0.4	1.2		4.5	\$ 890.00	\$ 4,005.00
Cleofe, Cherisse	A	0.8								0.3			1.1	\$ 325.00	\$ 357.50
Hackenberg, Kyle	PL		5.0										5.0	\$ 150.00	\$ 750.00
Haro, Sandra	PL		0.1								2.8		2.9	\$ 150.00	\$ 435.00
Kiesel, Paul 890	P	23.7	0.3		3.1	1.2				0.2	16.9		45.4	\$ 890.00	\$ 40,406.00
Kiesel, Paul 1100	P	13.4			2.0	46.5					12.3	0.5	74.7	\$ 1,100.00	\$ 82,170.00
Koncius, Jeffrey	P	75.1	12.6	3.6	8.5	118.3	7.5	0.1		11.4	99.8	44.1	381.0	\$ 625.00	\$ 238,125.00
Koncius, Jeffrey	P	0.6	0.1	1.1						0.5	0.2	41.7	44.2	\$ 825.00	\$ 36,465.00
Lee, Michael	LC		45.5			23.0							8.0	\$ 150.00	\$ 11,475.00
Mendez, Jessica	PL		70.0	0.5		10.1					31.1	4.7	116.4	\$ 150.00	\$ 17,460.00
Mendez, Jessica	PL		26.2								1.4	17.3	44.9	\$ 160.00	\$ 7,184.00
Palmer, Melanie	A	1.2		0.2		19.9	2.5			25.0	41.2	0.4	90.4	\$ 350.00	\$ 31,640.00
Palmer, Melanie	A											0.3	0.3	\$ 375.00	\$ 112.50
Peters, Thom	P					0.7				0.2			0.9	\$ 625.00	\$ 562.50
Rodriguez, Heather	LC	0.6	0.1			8.7				32.2	0.9		42.5	\$ 150.00	\$ 6,375.00
Rubin, Lance	PL		0.1										0.1	\$ 150.00	\$ 15.00
Salgueiro, Julissa	PL		28.5										28.5	\$ 150.00	\$ 4,275.00
Salgueiro, Julissa	PL		0.3										0.3	\$ 220.00	\$ 66.00
Tanck, Paul	PL		2.5										2.5	\$ 150.00	\$ 375.00
Weitz, Maria	A	5.0	4.0		2.4	1.7				4.4	19.4		36.9	\$ 325.00	\$ 11,992.50
Young, Matthew	A	0.9				1.0							1.9	\$ 325.00	\$ 617.50
Young, Matthew	A	0.2										0.5	0.7	\$ 375.00	\$ 262.50
Yuk, Fontaine	A										0.8		0.8	\$ 325.00	\$ 260.00
TOTALS		170.2	195.9	9.4	24.6	312.9	11.5	0.1	0.0	87.3	302.9	185.8	1,300.6		\$ 608,169.50

EXHIBIT “C”

EXHIBIT 2

KIESEL LAW LLP

Colin Higgins Productions, Ltd. v. Paramount Pictures Corporation

EXPENSE REPORT – Inception through August 19, 2016

CATEGORIES	AMOUNT:
Delivery Service/Messengers	\$97.66
Filing Fees	\$109.60
Hearing/Deposition Transcripts	\$1,936.15
Litigation Support Vendors (CaseAnywhere)	\$263.04
Meals	\$165.94
Mediation	\$1,731.67
Research	\$404.18
Travel/Parking	\$1,242.31
TOTAL EXPENSES	<u>\$5,950.55</u>

EXHIBIT “D”



Kiesel Law

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Kiesel Law LLP is one of the most accomplished consumer law firms in the United States. KL successfully represents classes or groups of persons, individuals, businesses, and public and private entities in courts nationwide in the areas of personal injury, mass torts, pharmaceutical and medical device litigation, privacy, construction and product defects, toxic exposure, consumer protection, professional malpractice, financial fraud, insurance bad faith, and human rights. We possess the sophisticated skills and financial resources necessary to litigate and resolve large, complex cases on our clients' behalf.

KL and its predecessor firms have a long history of extensive litigation in complex matters. KL has litigated and resolved some of the most important civil cases in the nation. Our attorneys possess a diverse range of professional skills and come from a wide variety of backgrounds.

A. CASE PROFILES

1. Mass Torts

Clergy Cases I, II, & III, California JCCPs 4286, 4297, and 4359. In 2002, the state of California passed a law that opened a one-year window of time to file civil suits based on claims of sexual abuse of a minor that would otherwise have been time-barred as of January 1, 2003. That year, in the wake of the very public Clergy sexual abuse scandal involving Boston's Archdiocese, many hundreds of survivors came forward to file civil suits based on these revived claims. These survivors alleged that the Church was liable for the molestations because, among other things, it (1) knew or had reason to know that the priests were molesting minors, and yet failed to supervise the priests to ensure that the priests would not molest again; (2) concealed facts relating to the priests' molestations; and (3) harbored, aided, and concealed the priests to avoid arrest and prosecution.

KL led the fight for justice and accountability in California against numerous corrupt Church entities on behalf of hundreds of these survivors, and was appointed Liaison Counsel on behalf of hundreds more who filed revived claims against the Dioceses of Orange, Los Angeles, San Diego, and Fresno.

Diocese of Orange

Ninety survivors of Clergy sexual abuse filed lawsuits against the Roman Catholic Diocese of Orange. In December 2004, after nearly two years of intense negotiations, the firm helped to successfully settle all claims against the Roman Catholic Diocese of Orange (“Diocese of Orange”) for \$100 million. One of the key terms of the settlement was a promise that the secret files of the Diocese of Orange would be made public.

Archdiocese of Los Angeles

Five-hundred and eight survivors of clergy sexual abuse filed lawsuits against the Roman Catholic Archbishop of Los Angeles (“Archdiocese of Los Angeles”). KL was appointed Liaison Counsel on behalf of these individuals, all of whom were sexually abused as minors, and many of whom were abused by priests who were incardinated.

Over the course of five years and as a result of hard-fought discovery battles, the mountain of damning evidence in support of the plaintiffs’ claims continued to grow. For example, many of the accused priests had multiple victims because they were moved by their superiors from one parish to another as accusations arose. The documents from priest-perpetrator files revealed that the Church had failed time and again to protect its most innocent and vulnerable parishioners from harm.

In July 2007, on the very eve of the first of more than a dozen scheduled trials, KL reached an agreement with the Roman Catholic Archbishop of Los Angeles (“Archdiocese of Los Angeles”) to settle all cases against it for \$660 million. KL is well-regarded for having successfully negotiated this, the largest settlement with any diocese in the United States. More importantly, KL never faltered in keeping its promise to ensure that the Archdiocese of Los Angeles kept one of the key terms of the settlement: that it make certain of its confidential files public to shed light on exactly what Church officials knew about the abuse accusations, and when they learned about them.

Archdiocese of San Diego

One-hundred and forty-four survivors were sexually abused by Clergy members in the Roman Catholic Diocese of San Diego under lax supervision by the Church. In September 2007, the Diocese agreed to pay nearly \$200 million to these 144 survivors. This is the second-largest settlement by a Roman Catholic diocese nationwide since claims of sexual abuse by clergy members came to light in 2002.

Chatsworth Metrolink Collision Cases, Lead Case No. PC043703, Los Angeles Superior Court. On the afternoon of Friday, September 12, 2008, Metrolink Train 111 collided head-on with a Union Pacific freight train in the Chatsworth district of Los Angeles, resulting in twenty-four passenger deaths and numerous passenger injuries, many of them serious and permanent.

The family members of deceased passengers and most of the injured passengers filed suit against Metrolink and other defendants to recover through the California judicial system. KL represented passengers and family members in eleven of the cases, and in 2008 Paul Kiesel was selected and appointed Plaintiffs' Liaison Counsel in the coordinated proceedings. Working closely with other members of the Plaintiffs' Steering Committee and with counsel for the defendants, Mr. Kiesel successfully negotiated the recovery of \$200 million for the plaintiffs, the maximum amount that the defendants could be required to pay under federal law.

Federal Express Vehicle Collision Cases, California JCCP 4788, Los Angeles Superior Court. Interim Lead and Liaison Counsel for Plaintiffs. On Thursday, April 10, 2014, a Federal Express truck driver towing two 28 foot-long freight trailers began to make a lane change from the southbound Interstate 5 number two lane into the number one southbound lane. However, the tractor and trailers did not stop and, instead, crossed over the rumble strip on the eastern edge of the southbound lanes, veered into and crashed through and across a 58' center median, crossed over the rumble strip on the western edge of the northbound lanes, entered into the northbound number one lane of I-5 where it struck a Nissan Altima automobile, continued into the number two northbound lane and, four seconds after beginning his original lane change, struck a northbound 2014 Setra bus. The impact was so massive that it forced the tractor trailer and the bus onto the shoulder where they caught fire and burned in an uncontrolled conflagration.

2. Privacy

Nader v. Capital One Bank (U.S.A.), N.A. (United States District Court – Central District of California), Case No. 12-CV-01265-DSF; ***Stone v. Howard Johnson Int'l, Inc.*** (United States District Court – Central District of California), Case No. 12-CV-1684-PSG; ***Greenberg v. E-Trade Fin. Corp.***, Case No. BC360152 (Los Angeles Superior Court); ***Mount v. Wells Fargo Home Mortg., Inc.***, Case No. BC395959 (Los Angeles Superior Court); ***Raymond v. Carsdirect.com***, Case No. BC256282 (Los Angeles Superior Court). Businesses must provide the familiar admonition that telephone calls with consumers “may be recorded for quality assurance and training purposes” in order to comply with California law, which requires the consent of all parties to a telephone conversation before it may be recorded.

Failure to comply with this requirement constitutes a serious personal privacy violation for which consumers may recover monetary damages. In these cases, KL represented classes of California individuals, in both federal and state court, whose calls were recorded without their knowledge or permission.

3. Construction Defect

In Re: Galvanized Steel Pipe Litig., Case No. BC174649 (Los Angeles Superior Court). As Class Counsel, KL prosecuted and settled claims made on behalf of thousands of named plaintiff and class member homeowners against the developer defendants and cross-defendants for defective plumbing in this complex suit involving nineteen separate individual and class action product liability cases. The actions resolved for more than \$41 million.

Silver v. Del Webb, Nevada Case No. A437325. Paul Kiesel and Bill Larson were appointed Lead Counsel in this certified class construction defect suit to recover for the installation of faulty plumbing systems in approximately 3,000 new homes in Las Vegas. KL negotiated a resolution of the case for \$21 million on the day before trial was to begin. At the time, this was the largest construction defect case in Nevada history.

4. Economic Injury Product Defects

Ford Motor Warranty Cases, California JCCP 4856. In February 4, 2016, the firm was appointed Liaison Counsel in this coordinated proceeding involving over 775 lemon law cases.

In Re: Avandia Mktg., Sales Practices and Prod. Liab. Litig., MDL 1871. The Plaintiffs' Steering Committee for this multi-district litigation selected Paul Kiesel to serve as Lead Counsel for the Plaintiffs' Steering Committee in March 2011. This national litigation involves numerous federal lawsuits brought against defendant GlaxoSmithKline PLC, manufacturer of the onetime "blockbuster" type 2 diabetes drug Avandia, which has been pulled from the shelves in Europe, India, and New Zealand, and which is only available in the United States as a drug of last resort. KL represents the County of Santa Clara in a claim for the return of all moneys used to purchase this toxic drug.

In re: Rio Hair Naturalizer Products Liab. Litig., MDL 1055 (E.D. MI). In 1995, Paul Kiesel was appointed Co-Lead Counsel in multi-district litigation arising from a defective hair straightening product that injured over 50,000 plaintiffs. The matter resolved successfully as a limited fund, non-opt-out class action.

In re: Packard Bell Consumer Certified Class Action Litig., Case No. BC125671 (Los Angeles County Superior Court). In 1995, Paul Kiesel was a member of the

Plaintiffs' Steering Committee in this consumer class action involving product defect claims, which resolved successfully.

Mikhail v. Toshiba America Inc., Case No. BC278163 (Los Angeles Superior Court); ***Kan v. Toshiba, Inc.***, Case No. BC327273 (Los Angeles Superior Court). KL was appointed Lead Counsel in these class actions brought to recover for the distribution of faulty computers. The cases resolved with class members eligible to receive up to \$36 million (*Kan*) and \$50 million (*Mikhail*).

Anderson v. Toshiba America, Case No. BC299977 (Los Angeles Superior Court). In 2003, KL was counsel for the plaintiffs in a class action alleging product defects, which resolved successfully.

5. Personal Injury Product Defects

Wright Hip System Cases, California JCCP 4710. In November, 2012, KL was appointed Liaison Counsel in this coordinated proceeding involving injuries arising out of the defective design of metal-on-metal hip implants.

In Re: Wright Medical Technology, Inc., Conserve Hip Implant Prods. Liab. Litig., MDL 2329. In May 2012, KL was appointed Co-Lead Counsel in this federal coordinated action arising out of injuries sustained as a result of implantation of defective metal-on-metal hip devices.

Yaz, Yasmin and Ocella Contraceptive Cases, California JCCP 4608. KL was appointed Co-Liaison Counsel in this litigation arising out of injuries and deaths that occurred following the ingestion of oral contraceptives.

In Re: Toyota Motor Corp. Hybrid Brake Mktg., Sales Practices, and Prods., Federal MDL 2172. KL was appointed Liaison Counsel in this case involving defective automotive brakes.

Serrano v. City of Los Angeles, Case No. BC144230, Los Angeles County Superior Court. Paul Kiesel was appointed Lead Counsel in this multi-fatality product liability litigation which led to an \$8.2 million settlement.

In Re: Diet Drug Litig., California JCCP 4032. In 2003, KL served as the Plaintiffs' Lead Counsel in this action involving claims arising out of use of the diet drug Phen-Fen, which settled confidentially.

Algario et al. v. Eli Lilly and Co. et al., Lead Case No. BC347855, Los Angeles Superior Court. In 2006, KL was appointed Lead Counsel in this class action to recover for injuries resulting from ingestion of the medication Zyprexa. The case settled favorably.

In Re: Vioxx Cases, California JCCP 4247. In 2007, KL served on the Plaintiffs' Executive Committee for this California JCCP which involved claims arising out of the use of the drug Vioxx.

6. **Unfair Employment Practices**

In Re: The Securitas Sec. Serv., California JCCP 4460. KL represented the plaintiffs in this class action to recover for violations of California labor laws, which resolved successfully.

7. **Toxic Exposure**

In Re: Unocal Refinery Litig., Case No. C94-0414. Paul Kiesel served as a member of the Direct Action Steering Committee and as Chair of the Allocation Committee in this case involving the toxic contamination of several communities. Mr. Kiesel developed a methodology and plan of allocation for an \$80 million settlement on behalf of approximately 1,500 plaintiffs.

Zachary, et al. v. Arco, et al., Case No. BC 209944 (Los Angeles County Superior Court). Paul Kiesel was appointed Lead Counsel in this mass toxic tort case resulting from a ruptured oil pipeline. The case resolved successfully.

Tosco Refinery Fire, Lead Case No. NC028924 (Los Angeles Superior Court). KL was appointed Lead Counsel in the Tosco Refinery Fire mass toxic tort litigation, in which thousands of people were affected as a result of an explosion and blaze at the Tosco refinery facility in Wilmington, California. The toxic plume caused by this massive fire affected over three thousand people. The matter settled with all defendants on July 1, 2005.

8. **Consumer Protection**

Pilkington v. U.S. Search.com, Case No. BC234858 (Los Angeles Superior Court). In 2000, Paul Kiesel was appointed Lead Counsel in this matter involving a technically flawed online search facility which purported to provide adoptees and their biological parents with information about one another upon demand.

Black v. Blue Cross of America, Case No. BC250339 (Los Angeles Superior Court). KL was co-counsel in this class action against the largest health care service plan in California for improper mid-year contract modifications. KL prosecuted and settled claims made on behalf of the named plaintiff and class members. Following a finding of liability against the insurer for breach of contract and breach of the covenant of good faith and fair dealing, KL successfully reached agreement to settle all claims for \$25 million. The terms of the settlement called

for a reimbursement of 100 percent of the actual damages to nearly 66,000 overpaying subscribers.

Draucker Dev. & True Comm'n, Inc. v. Yahoo!, Inc., Case No. CV06-2737 JFW (Rcx) (C.D. Cal.). KL was a member of the Plaintiffs' Steering Committee in this matter in which advertisers sought to recover from an online search engine for breach of contract and unfair business practices.

In re Carrier IQ, Inc. Consumer Privacy Litig., Case No. 3:12-md-2330 (N.D. Cal). The firm is a member of the Plaintiffs' Executive Committee in this class action involving alleged interception and manipulation of consumers' personal communications on smart phones and Final Approval of this matter was recently granted.

In re Facebook Internet Tracking Litig., Case No. 5:12-md-02314 (N.D. Cal.) KL serves as Liaison Counsel for Plaintiffs in this proceeding alleging the interception of Facebook users' internet communications and activity after logging out of Facebook.

9. **Antitrust**

In re: Wholesale Elec. Antitrust Cases I & II, California JCCP 4204-00005 and 4204-00006. In 2000, Paul Kiesel was a member of the Plaintiffs' Steering Committee in this litigation which the plaintiffs sought to recover damages from energy traders for unfair business practices.

10. **Financial Misconduct**

In re: Transient Occupancy Tax Cases, California JCCP 4472. In 2004, KL acted as Co-Lead Counsel representing the City of Los Angeles in a class action on behalf of all cities in the state of California to recover unremitted occupancy taxes from certain online travel companies.

American Med. Ass'n, et al. v. Wellpoint, Inc., MDL 09-2074 (C.D. Cal.). In 2009, KL was appointed Co-Lead Counsel in this multi-district litigation in which physicians and physician groups seek to recover payments for treatment that they provided to certain of their medical patients.

Murray v. Belka - "First Pension", California JCCP 3131. KL joined forces with Aguirre & Meyer to take on a corrupt pension plan administrator, one of the nation's largest law firms, and the world's largest accounting firm to achieve settlements in providing full restitution for 340 mostly elderly consumers who had lost their life savings to a Ponzi scheme. In July 2000 after a six month trial, the jury found the accounting firm liable for fraud, misrepresentation, aiding and abetting

a fraud, and concealment, and issued eighteen findings supporting punitive damages. PWC subsequently settled for a confidential amount which made the investors whole.

In re: Hilton Hotels Corp. Shareholder Litig., Case No. BC373765 (Los Angeles Superior Court). In 2007, KL was appointed Co-Lead Counsel in this class action in which Hilton shareholders sought to block a proposed merger with the Blackstone Group.

11. Insurance Bad Faith

In re: Northridge Earthquake Litig., Lead Case No. BC265082 (Los Angeles Superior Court). In 2002, KL served as Plaintiffs' Liaison Counsel in suits against State Farm Insurance, 21st Century Insurance, Farmers Insurance, and the USAA Insurance Company.

B. FIRM BIOGRAPHY

1. Partners

PAUL R. KIESEL, admitted to practice in California, 1985; admitted to practice before the United States Supreme Court; United States District Court, Central District of California; United States District Court, Northern District of California; Southern District of California; United States District Court, Eastern District of California. *Education*. Connecticut College, B.A. 1982; Whittier College School of Law, J.D. 1985, Honorary Doctor of Law 2005. *Awards and Honors*. California Judicial Council 2014 Distinguished Service Award—Stanley Mosk Defender Of Justice Award; 2014 State Bar President's Access to Justice Award; 2014 Daily Journal Top 100 Attorneys in California; Chief Justice Award for Exemplary Service and Leadership, 2012; Named one of the Twelve Techiest Lawyers in America, ABA Journal, 2012; Access to Justice Award Lawyers' Club of San Francisco, 2012. Named one of 500 Leading Lawyers in America, Lawdragon, 2009-2011; AV Peer Review Rated, Martindale-Hubbell; Named one of the one hundred most influential attorneys in California by the California Business Journal; Named one of the top fifty trial lawyers in Los Angeles by the Los Angeles Business Journal. *Publications and Presentations*. Co-author, Matthew Bender Practice Guide: California Pretrial Civil Procedure (treatise); Co-author, Matthew Bender Practice Guide: California Civil Discovery (treatise); frequent presenter for continuing legal education programs; frequent speaker and writer on subjects related to technology in the practice of law. *Member*. California State Bar Association; Appointed by California Supreme Court Chief Justice Ronald George to the California Judicial Council Civil and Small Claims Advisory Committee; Executive Committee, Past President, Los Angeles County Bar Association; Co-Chair, California Open Courts Coalition; Board of Governors,

Association of Business Trial Lawyers, 2001-2005; Emeritus Member of the Board of Governors, Consumer Attorneys of California; Emeritus Member of the Board of Governors, Consumer Attorneys Association of Los Angeles.

HELEN E. ZUKIN, admitted to practice in California, 1985; admitted to practice before the United States Supreme Court; United States District Court, Central District of California; United States District Court, Northern District of California; Southern District of California; United States District Court, Eastern District of California. *Education*: University of California at Santa Cruz, B.A., 1980; Loyola Law School, J.D. 1985. *Employment*. Greene, O'Reilly, Agnew & Broillet, 1985-1990; Simke, Chodos, Silberfeld & Anteau, 1990-95; Special Indoor Air Quality Counsel, Carrier Corporation, Syracuse, New York, 1991-98; Law Offices of Helen E. Zukin, 1995-2007; Kiesel Law, 2007-present. *Member*. Los Angeles County Superior Court Committee on Cost Reduction and Judicial Efficiency in Civil Operations, Member, 2012, Federal Magistrate Judge Merit Selection Panel, 2011-present, Los Angeles County Bar Association Judicial Appointments Committee, Vice-Chair, 2011-present, The Chancery Club, Member, 2011-present, Los Angeles Ethics Commission, President, 2008-2011, Vice President, 2007-2008, Commissioner, 2007-2007, Temporary Judges Program Los Angeles Superior Court, Participant, 2005-present, Commission on Judicial Nominees Evaluation (JNE) of the State Bar of California, Chair, 1998-99, Vice-Chair, 1997-98, Review Committee Chair, 2004-05, Annual Lecturer, 1999-present, Member, 1995-99, 2002-04; Chancery Club, Los Angeles County Bar Association; Executive Committee, Litigation Section, Los Angeles County Bar Association; Board Member Emeritus, Consumer Attorneys Association of Los Angeles; Board of Governors, Consumer Attorneys Association of Los Angeles; Consumer Attorneys of California; American Association for Justice; Women Lawyers Association of Los Angeles. *Awards & Honors*. City of Los Angeles City Council Commendation for Service to the Los Angeles City Ethics Commission; Commendation, Consumer Attorneys Association of Los Angeles, 2002; President's Award for Outstanding Contribution to the Association; Consumer Attorneys Association of Los Angeles, 2000. *Publications*. Editor in Chief, *Indoor Air Pollution Law Report* (1991-94); *How to Identify a Good Toxic Tort Case*, Consumer Attorneys Association of Los Angeles, 1997; Editor, *Indoor Air Quality Handbook for Building Owners and Operators*, Carrier Corporation, March 1997; *Proving Causation in a Toxic Tort Case*, Consumer Attorneys Association of Los Angeles, 1996; *How to Avoid Becoming a Target Defendant in an Indoor Air Quality Case*, American Society of Heating and Refrigerating Engineers Annual Journal, April 1992; *Legal Ramifications of Indoor Air Pollution*, University of Tulsa Environmental Journal, May 1992; *The Use of Experts in an Indoor Air Quality Case*, *Indoor Air Pollution Law Report*, March 1992; *What Is a Sick Building Syndrome Case?*, *The Advocate*, February 1992; *How to Prove a Sick Building Syndrome Case*, *Indoor Air Pollution Law Report*, December 1992; *Emerging Issues in Toxic Tort Cases*, *Environmental Law*

Reporter, November 1990. *Presentations*. American Institute of Architecture; American Society of Heating and Refrigerating Engineers; Building Owners & Managers Association; Consumer Attorneys Association of Los Angeles; Continuing Education of the California State Bar; The Rutter Group; Mealey's Legal Publications; University of Tulsa Annual Environmental Symposium. *Community Service*. Los Angeles City Ethics Commission, President, 2008-11, Vice President, 2007-08, Commissioner, 2006-07; Temporary Judges Program, Los Angeles Superior Court, 2005-09; Environmental Protection Agency/Santa Susana Field Laboratory Task Force, 1990-97; Board of Directors, The Buckley School; Board of Trustees, California Historical Society; Chair, Board of Directors, The Brandeis-Bardin Institute.

STEVEN D. ARCHER, admitted to practice in California, 1975; United States Supreme Court, 1980; United States District Court, Central District of California, 1975; United States District Court, Eastern District of California; United States District Court, Southern District of California; United States District Court, Northern District of California; United States District Court, Eastern District of Pennsylvania; United States Court of Appeals, Ninth Circuit; United States Court of Federal Claims. *Education*. University of California at Los Angeles, B.A. in American History, Dean's List, 1970; Loyola Law School, Los Angeles, J.D., Dean's Honor List, 1974. *Employment*. Silber, Benezra & Taslitz, 1973-78; Belli & Choulos / Belli, Sayre, Archer & Sabih, Associate, Partner, 1978-82; Simke, Chodos, Silberfeld & Soll, Inc. / Simke, Chodos, Silberfeld & Anteau, Inc., Associate, Partner, 1982-95; Robins, Kaplan, Miller & Ciresi L.L.P., Partner, 1995-2010; Kiesel Law LLP, Partner, 2010-present. *Awards & Honors*. AV Peer Review Rated, Martindale-Hubbell; Super Lawyer, Law & Politics, 2006-present; Humanitarian Award, American Civil Liberties Union of Southern California, 2008; Advocate of the Year, Public Counsel, 2009; Nominee, Consumer Lawyer of the Year, Consumer Attorneys of California, 2009. *Publications*. *Update: Increased Concern over Mounting Numbers of Reported Deaths and Serious Injuries Prompt the FDA to Order Testing of Medical Devices Containing Heparin*, June 13, 2008; *Consumer Alert: Digitek Heart Failure Medications Recalled - A Serious Risk of Injury or Death to the Patient*, May 21, 2008; *Federal Judge Approves Settlement Over Baxter Infusion Pumps*, July 13, 2006; *Consumer Alert: Bausch & Lomb's Renu with MoistureLoc Soft Contact Lens Solution Recalled*, April 26, 2006; *The Dangers of the "Usual Stipulation" in Deposition Practice*, Los Angeles County Bar Association New Lawyers Manual, Fall 2005; *Consumer Alert: F.D.A. Orders Class 1 Recall of Baxter International's Colleague Volumetric Infusion Pumps*, July 13, 2006; *Consumer Alert: Guidant Ancure Endograft System Abdominal Aortic Stents*, September 2003; *Consumer Alert: St. Gobain Prozyr Zirconia Ceramic Coated Femoral Head Hip Implant Components*, February 2002; *A Practical Guide to Code of Civil Procedure Section 2032 - Taking Control of Defense Medical Examinations*, The Advocate, September 2000; *Trying the Soft Tissue Damages Case in California*, The National

Business Institute, October 1995 (co-authored); Auto Accident Manual, Los Angeles Trial Lawyers Association, March 1985 (contributing author); *Using Thermograms to Argue Soft Tissue Damages*, Trial Magazine, February 1983. *Presentations*. Using Tort Law to Effect Social Change, Pepperdine University School of Law, November 17, 2009; Getting the Most Out of Discovery: Parts I and II, State Bar of California Continuing Education of the Bar, July 13, 2009, August 3, 2009; Discovery - Planning, Strategy and Dealing with Abusive Discovery Tactics, State Bar of California Continuing Education of the Bar, July 25, 2008; The Art of Advocacy: Tailoring the Message - Storytelling and Framing (moderator), American Association for Justice, July 14, 2008; Mock Mediation: Strategies for Successful Mediation of the Toxic Tort Case, ABA Tort Trial and Insurance Practice Section, April 12, 2008. *Member*. State Bar of California; American Association of Justice; Public Justice; Consumer Attorneys of California, Consumer Attorneys Association of Los Angeles; Los Angeles County Bar Association. *Community Service*. Pending Legislation Sub-Committee, Consumer Attorneys of California; Past Vice-Chair, Member, Client Relations Committee, Los Angeles County Bar Association; Los Angeles County Bar Association Lawyer Referral and Information Service (past member); Dependency Court Tort Committee, Los Angeles Juvenile Court (past member); Advisory Board, Loyola Law School Center for Conflict Resolution; Board of Directors, Public Counsel; Board of Directors, Los Angeles Conservancy (past member); Member Development Committee, Los Angeles Conservancy (past member); Legal Committee, Los Angeles Conservancy (past member); Board of Directors, Mt. Olympus Property Owners' Association (past member); Legal Counsel to the Board of Directors, Mt. Olympus Property Owners' Association.

JEFFREY A. KONCIUS, Admitted to practice in California, 1997; New Jersey, 1995; New York, 1997; admitted to practice before the United States District Court, Central District of California; United States District Court, Southern District of California; United States District Court, Northern District of California; United States District Court, Eastern District of California; United States District Court, District of New Jersey; United States District Court, Eastern District of New York; United States District Court, Southern District of New York; United States Court of Appeals for the Ninth Circuit. *Education*. Johns Hopkins University, B.A., 1989; Benjamin N. Cardozo School of Law, J.D., 1995. *Reported Decisions*. *Spielman v. Ex'pression Center for New Media*, 191 Cal. App. 4th 420 (2010); *Loeffler v. Target Corp.*, 58 Cal. 4th 1081 (2014); *Pioneer Electronics (USA) Inc. v. Superior Court*, 40 Cal. 4th 360 (2007); *Bush v. Cheaptickets, Inc.*, 425 F.3d 683 (9th Cir. 2005); *Morohoshi v. Pacific Home*, 34 Cal. 4th 482 (2004); *Bird, Marella, Boxer & Wolpert v. Superior Court*, 106 Cal. App. 4th 419 (2003). *Awards and Honors*. Supervising Editor, Cardozo Law Review, 1994-95. *Employment*. Cohn Lifland Pearlman Herrmann & Knopf, 1995-97; Law Office of Joseph J.M. Lange, 1997-2000; Lange & Koncius, LLP, 2000-11; Kiesel Law LLP, 2011-present. *Presentations*. "Data Privacy Class

Actions,” National Consumer Law Center 2013 Consumer Rights Litigation Conference, Washington D.C. (2013); “20th Annual Litigators Forum: Hot Topics In Privacy and Data Protection,” Women Lawyers Association of Los Angeles, Los Angeles, CA (2015); “Electronically Stored Information – New Opportunities and Mandatory Obligations,” CalCPA Education Foundation 35th Annual Family Law Conference, Los Angeles and San Francisco, CA (2015); “Settling the Class: A Guide to Negotiating, Drafting and Obtaining Court Approval for Class Action Settlements,” Association of Business Trial Lawyers-LA Chapter, Los Angeles, CA (2015); “Technology Update,” CalCPA Education Foundation 35th Annual Family Law Conference, Los Angeles and San Francisco, CA (2015). *Member.* Board of Governors, Association of Business Trial Lawyers (Los Angeles); Board Member, Federal Bar Association (Los Angeles); California State Bar Association; New York State Bar Association; New Jersey State Bar Association; American Association for Justice; Consumer Attorneys Association of Los Angeles; Los Angeles County Bar Association; Public Justice Foundation. *Additional.* Past entrepreneur.

2. Associates

MARIANA ARODITIS, admitted to practice in California, 2010; admitted to practice before the United States District Court, Central District of California; United States District Court, Southern District of California; United States District Court, Northern District of California; United States District Court, Eastern District of California; *Education.* Pepperdine University, B.A., 2007; Southwestern Law School, J.D., *cum laude*, 2010; *Awards and Honors.* Paul Wildman Merit Scholarship, 2007-2010; Dean’s Merit Scholarship, 2008-2010; Dean’s List, 2008-2010; Super Lawyers Rising Star, 2015; *Employment.* Judicial Extern for the Honorable S. James Otero, 2007; Girardi & Keese, 2008-2013. *Member.* Los Angeles County Bar Association, Barristers Section Executive Committee Member, 2012-Present, Barristers Vice President, 2015-16; Consumer Attorneys of California, Board of Governors; Consumer Attorneys Association of Los Angeles. *Community Service.* Junior League of Los Angeles.

CHERISSE HEIDI A. CLEOFE, admitted to practice in California, 2013, U.S. District Court, Central District of California, 2013. *Education.* University of California, San Diego, B.S. in Management Science, 2003, University of San Francisco School of Law, J.D., 2012. *Employment.* Practice Development Coordinator for JAMS, 2012-2013; Frank C. Newman Intern for the University of San Francisco International Human Rights Clinic, 2012; Law Clerk for Law Offices of Waukeen McCoy, 2011; Acción Política y Redes Legal Research Intern for ALBOAN. *Awards and Honors:* University of San Francisco Student Bar Association Award, 2012; Zeif Award Scholarship Recipient, 2011; Blum Fund Scholarship Recipient, 2009. *Member.* State Bar of California, American Bar Association, Los Angeles County Bar Association, Orange County Bar Association, Philippine

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