

MAY 16 2016

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

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

13 **Plaintiff,**

14 **v.**

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

17 **Defendant.**

Case No. **BC499179** (related to BC499180,
BC499181, BC500040, BC499182, and
BC540146)

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

CLASS ACTION

**NOTICE OF FILING REDLINED
VERSION OF [PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL
OF PARAMOUNT PICTURES
CORPORATION CLASS ACTION
SETTLEMENT**

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

Action Filed: January 16, 2013
Trial Date: None

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TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

For the convenience of the Court and the parties, Plaintiffs Colin Higgins Productions, Ltd. and Michael Elias hereby file with the Court a redlined version of the [Proposed] Order Granting Preliminary Approval of Paramount Pictures Corporation Class Action Settlement, a true and correct copy of which is attached as **Exhibit 1** hereto.

DATED: May 16, 2016

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EXHIBIT “1”

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

COLIN HIGGINS PRODUCTIONS, LTD.,

Plaintiff,

v.

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

Defendant.

Case No. BC499179 (related to BC499180, BC499181, BC500040, BC499182, and BC540146)

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

CLASS ACTION

**REDLINED [PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL
OF PARAMOUNT PICTURES
CORPORATION CLASS ACTION
SETTLEMENT**

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

Action Filed: January 16, 2013
Trial Date: None

1 The Motion for Preliminary Approval of Paramount Pictures Corporation Class Action
2 Settlement came before this Court, on _____ [date]. The Court, having considered
3 the proposed Settlement Agreement¹, attached hereto as Exhibit ~~1A~~, and the Exhibits attached
4 thereto (hereafter collectively, the “Settlement Agreement”); having considered the Motion for
5 Preliminary Approval of Class Action Settlement filed by the parties; having considered the
6 respective points and authorities and declarations submitted by the parties in support thereof; and
7 good cause appearing, HEREBY ORDERS THE FOLLOWING:

8 The Court grants preliminary approval of the settlement as set forth in the Settlement
9 Agreement and finds the terms to be within the range of reasonableness of a settlement that
10 ultimately could be granted approval by the Court at the final Fairness Hearing. For purposes of
11 the settlement, the Court finds that the proposed settlement class is ascertainable and that there is a
12 sufficiently well-defined community of interest among the Class in questions of law and fact.
13 Therefore, for settlement purposes only, the Court grants conditional certification of the following
14 “Settlement Class” defined as follows:

15 ~~*{Class definition.}*~~

16 All persons and entities (and their successors-in-interest, assigns, and heirs) that are
17 parties to a “Class Profit Participation Contract” (defined by the Settlement
18 Agreement as a Profit Participation Contract entered into on or before July 5, 1980,
19 or that includes, references, or incorporates “Standard Terms” for the calculation
20 and accounting of Profit Participation dated prior to July 5, 1980). Where a person
21 or entity is a party to one or more Profit Participation Contracts that are not Class
22 Profit Participation Contracts and one or more Profit Participation Contracts that
23 are Class Profit Participation Contracts, that person or entity is a member of the
24 Settlement Class only with regard to the Class Profit Participation Contracts and
25 not a part of the Settlement Class with regard to any other Profit Participation
26 Contracts.

- 27 1. Excluded from the Settlement Class are:
28 a. Paramount and any person, trust, firm, corporation or other entity Affiliated
with or related to Paramount;

27 ¹ The defined terms set forth in the Settlement Agreement are hereby incorporated by reference in
28 this Order.

1 b. Any persons or entities who exclude themselves by filing a timely Request
2 for Exclusion in accordance with the requirements set forth by the Court;

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

12 d. Other motion picture studios and their Affiliates or predecessors in interest.

13 4.2. For purposes of the settlement, the Court further designates named Plaintiff
14 { } Plaintiffs Colin Higgins Productions, Ltd. ("CHP") and Michael Elias
15 (collectively, "Plaintiffs") as Class Representatives, and the law firms of Pearson,
16 Simon & Warshaw, LLP, Kiesel Law LLP, Johnson & Johnson LLP, Boucher LLP as Class
17 Counsel.

18 2.3. The Court confirms { } Angeion Group as the Claims Administrator.

19 3.4. A Final Fairness Hearing on the question of whether the proposed settlement
20 should be finally approved as fair, reasonable and adequate as to the members of the Settlement
21 Class is scheduled in Department { } 323 of this Court, located at 600 South Commonwealth
22 Avenue, Los Angeles, CA 90005, on [date], [time], at
23 [time].

24 4.5. At the final ~~fairness hearing~~ Fairness Hearing, the Court will consider: (a) whether
25 the settlement should be approved as fair, reasonable, and adequate for the class; (b) whether a
26 judgment granting approval of the settlement should be entered; and (c) whether Plaintiffs'
27 application for an award of attorneys' fees, reimbursement of litigation expenses, and class
28 representative enhancement should be granted.

1 5-6. Counsel for the parties shall file memoranda, declarations, or other statements and
2 materials in support of their request for final approval by no later than _____
3 ~~[date]~~ (14 calendar days before the final Fairness Hearing).

4 6-7. Class Counsel shall file a motion for an award of attorneys' fees, reimbursement of
5 litigation expenses and class representative enhancement by no later than _____ (30
6 days after the Notice Date).

7 7-8. The Court approves, as to form and content, the Notice of Pendency of Class
8 Action, Proposed Settlement and Hearing Date for Court Approval ("Long Form Notice"), Notice
9 of Proposed Class Action Settlement ("Short Form Notice"), ~~and Settlement Claim Form ("Claim~~
10 ~~Form")~~, which are attached hereto as Exhibits "~~2~~," "~~3~~," and "~~4~~," 1," "2," to the Settlement
11 Agreement, respectively. Class Counsel and Paramount shall have the ability to jointly authorize
12 edits to these notice documents that are consistent with the terms of the Settlement Agreement and
13 this Order.

14 8-9. The Notice Date shall commence no later than 30 calendar days after the date of
15 this Order.

16 9-10. The class notice shall provide at least 45 calendar days from the Notice Date for a
17 proposed member of the Class to opt out of the settlement, object to the settlement, or remain part
18 of the settlement and receive the benefits provided thereunder ("Close of Claims Period").

19 ~~10-11. [If direct mailed notice can be provided.]~~ The Court directs the mailing of the Long
20 Form Notice ~~and Claim Form~~ by first class mail to the members of the Settlement Class on the
21 Notice Date.

22 ~~11. [If notice by publication will be used.] Commencing on the Notice Date, the Short~~
23 ~~Form Notice shall be published as follows: [delineate and describe, as appropriate and necessary,~~
24 ~~the size, location, specific date and publication names where notice will appear].~~

25 12. [If settlement website is to be used.] Commencing on the Notice Date, the Short
26 Form Notice shall be published as follows: once in *Variety* (in one-half page size) and once in *The*
27 *Hollywood Reporter* (in one-third page size). The Settlement Administrator shall cause the Short
28 Form Notice, substantially in the form attached hereto as Exhibit 2 of the Settlement Agreement,

1 in the format of an E-Newsletter, to be disseminated to subscribers of *Variety, The Hollywood*
2 *Reporter and The Wrap.* The Settlement Administrator may also cause online advertising in
3 Facebook, Twitter and LinkedIn. The Settlement Administrator shall issue a press release in the
4 form of the Short Form Notice to be disseminated through the major media outlets. Plaintiffs and
5 Class Counsel are free to perform their duties and/or taking additional steps to maximize notice to
6 the Class.

7 ~~12.13.~~ On or before the Notice Date, the Short Form Notice, the Long Form Notice, ~~and~~
8 ~~Claim Form~~ shall be made available on an internet website.

9 ~~13.14. [If settlement website is to be used.]~~ On or before the Notice Date, the parties shall
10 also set up a toll-free telephone number that Settlement Class members may call to obtain a copy
11 of the Long Form Notice ~~and Claim Form.~~

12 ~~14.15.~~ The Court finds that the forms of notice to the Settlement Class regarding the
13 pendency of the action and of this settlement, and the methods of giving notice to members of the
14 Settlement Class. ~~These forms~~ constitute the best notice practicable under the circumstances and
15 constitute valid, due, and sufficient notice to all members of the Settlement Class. They comply
16 fully with the requirements of California Code of Civil Procedure section 382, California Civil
17 Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States
18 Constitutions, and other applicable law.

19 ~~15.16.~~ The Court further approves the procedures for Class Members to participate in, opt
20 out of, or object to the Settlement, as set forth in the Settlement Agreement and Long Form
21 Notice.

22 ~~16.17.~~ To validly object to the Settlement Agreement, an objecting settlement class
23 member must provide the following information in the written objection: (i) the objecting
24 settlement class member's full name, current address, telephone number, and signature; (ii) the
25 settlement to which the settlement Class Member is objecting: "Paramount Home Video
26 Settlement;" (iii) the settlement class member's objections to the Settlement Agreement; ~~(iii)~~ the
27 reasons for the settlement class member's objections; ~~(iv)~~ whether the settlement class member
28 intends to appear at the Fairness Hearing with or without separate counsel; and ~~(v)~~ if the

1 settlement class member ~~intends to appear at the Fairness Hearing with~~ is represented by separate
2 counsel, the ~~identities~~name, address, bar number, and telephone number of all attorneys who will
3 separately represent the settlement class member. In addition, any settlement class member
4 objecting to the Settlement Agreement shall provide a list of any other objections submitted by the
5 objector, or the ~~objector's~~objector's separate counsel, to any class action settlements submitted in
6 any court in the United States, whether state, federal or otherwise, in the previous five years. If the
7 ~~settlement class~~Settlement Class member or the ~~settlement class~~Settlement Class member's
8 separate counsel has not objected to any other class action settlement in any court in the United
9 States in the previous five years, the ~~settlement class~~Settlement Class member shall affirmatively
10 so state in the written objection.

11 ~~17.18.~~ 18. The procedures and requirements for filing objections in connection with the
12 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
13 presentation of any Class Member's objection to the Settlement Agreement, in accordance with
14 the due process rights of all Class Members.

15 ~~18.19.~~ 19. Pending the Fairness Hearing, all proceedings in this action, other than proceedings
16 necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this
17 Order, are stayed.

18 ~~19.20.~~ 20. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
19 connection with the administration of the settlement which are not materially inconsistent with
20 either this Order or the terms of the Settlement Agreement.

21 ~~20.21.~~ 21. To facilitate administration of the Settlement pending final approval, the Court
22 hereby enjoins all Class Members from filing or prosecuting any claims, suits or administrative
23 proceedings regarding claims released by the Settlement unless and until such Class Members
24 have filed valid Requests for Exclusion with the Claims Administrator and the time for filing
25 claims with the Claims Administrator has elapsed.

26 ~~21.22.~~ 22. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Last day for defendant to provide class	_____ [date] (10 days after

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member data for preparation of the Notice.	Preliminary Approval)
Notice Date: as appropriate (i) last day for claims administrator to mail class notice and claim form to class members; (ii) the beginning of publication notice to class; (iii) last day to setup and make settlement website available to public; and (iv) last day to set up and make available toll-free telephone number.	_____ [date] (30 days after Preliminary Approval)
Last day for claims administrator to complete publication notice to class.	_____ [date] (30 days after Notice Date)
Last day for class counsel to file motion for award of attorneys' fees, reimbursement of litigation expenses and class representative enhancement.	_____ [date] (30 days after Notice Date)
Close of Claims Period: as appropriate (i) last day for class members to submit opt-outs; (ii) last day for class members to submit objections; and (iii) last day for class members to submit claim forms <u>remain in the class and participate in the benefits thereunder.</u>	_____ [date] (45 days after Notice Date)
Last day for Plaintiffs to respond to objections.	_____ [date] (15 days after receipt of objection, <u>or 60 days after Notice Date, whichever is later</u>)
Last day for claims administrator to provide declaration of mailing of class notice and claim form.	_____ [date] (45 days after Notice Date)
Last day for parties to file motion and supporting documents for final approval of class action settlement.	_____ [date] (14 calendar days before hearing on Final Approval)
Last day for claims administrator to provide declaration of aggregate claim share amount.	_____ [date], (7 days before final approval hearing)
Hearing on final approval of class action settlement.	_____ [date] at _____ [time] (approximately 95 days after Preliminary Approval)

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22-23. The Fairness Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Settlement Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

IT IS SO ORDERED.

DATED: _____, 2016

HONORABLE ELIHU M. BERLE
Judge of the Superior Court