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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 BC499181,  
BC500040, BC499182, and BC540146)

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

**CLASS ACTION**

**NOTICE OF FILING REDLINED  
VERSION OF [PROPOSED] ORDER AND  
JUDGMENT GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

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

Action Filed: January 16, 2013  
Trial Date: None

**CONFORMED COPY  
ORIGINAL FILED**  
Superior Court of California  
County of Los Angeles

**SEP 08 2016**

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

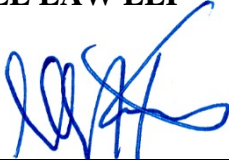
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**TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

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

DATED: September 8, 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 DISTRICT

**COLIN HIGGINS PRODUCTIONS, LTD.,**

**Plaintiff,**

**v.**

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

**Defendant.**

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

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

**CLASS ACTION**

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING FINAL APPROVAL OF  
PARAMOUNT PICTURES  
CORPORATION CLASS ACTION  
SETTLEMENT**

Date: November 7, 2016

Time: 10:00 a.m.

Dept.: 323

Action Filed: January 16, 2013

Trial Date: None

1 The Motion ~~Application~~ for an Order Granting Final Approval of Class Action Settlement  
2 came before this Court, on November 7, 2016. The above captioned Action is a class action lawsuit  
3 brought by Plaintiffs Colin Higgins Productions, Ltd. (“CHP”) and Michael Elias (“Elias”)  
4 (collectively, “Plaintiffs”), against Defendant Paramount Pictures Corporation (“Paramount” or  
5 “Defendant”) (collectively the “Parties”). Plaintiffs allege, inter alia, that the Profit Participation  
6 Contracts they entered into require Paramount to account to and credit Class Members for 100% of the  
7 gross receipts (i.e. revenues) derived by Paramount or its subsidiaries from the sale of Home Video  
8 and EST Revenues. Plaintiffs claim that Paramount violated these Profit Participation Contracts by  
9 reporting Home Video and EST Revenues based on 20% of the revenue received by its wholly owned  
10 subsidiaries, rather than on 100% of these revenues as required by the contracts. Defendant denies any  
11 and all alleged wrongdoing, and denies any liability to the Plaintiffs or to members of the putative  
12 class. ~~Defendant contends that [———]~~.

13 On June 27, 2016, this Court entered an Order Granting Preliminary Approval of Settlement,  
14 resulting in certification of the following provisional Settlement Class:

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

21 Excluded from the Settlement Class are:

22 a. Paramount and any person, trust, firm, corporation or other entity Affiliated with or  
23 related to Paramount;

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

26 c. Persons or entities who have entered into an agreement with Paramount or its Affiliates  
27 and their predecessors, subsequent to their Class Profit Participation Contract but regarding the same  
28 motion picture, that includes express provisions regarding the calculation of the Profit Participant’s

1 Profit Participation with regard to Home Video Revenue and/or Electronic Sell-Through Revenue,  
2 including but not limited to a settlement agreement, an amendment to the relevant Class Participation  
3 Contract, a side letter, or any other writing that sets forth such provisions, and was made prior to the  
4 date of the Preliminary Approval Order; and

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

6 That Order Granting Preliminary Approval of Settlement further directed the Parties to provide  
7 Notice to the Class, which informed absent class members of: (a) the proposed Settlement, and the  
8 Settlement's key terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of  
9 any Class Member to object to the proposed Settlement, and an explanation of the procedures to  
10 exercise that right; (d) the right of any Class Member to exclude themselves from the proposed  
11 Settlement, and an explanation of the procedures to exercise that right; and (e) an explanation of the  
12 procedures for class members to participate in the proposed settlement.

13 The Court, upon Notice having been given as required in the Preliminary Approval Order, and  
14 having considered the proposed Settlement Agreement, attached hereto as Exhibit 1, as well as all  
15 papers filed, hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

16 1. This Court has jurisdiction over the subject matter of the Actions and over all Parties to  
17 the Actions, including all members of the Settlement Class.

18 2. The Court finds that the Settlement Class is properly certified as a class for settlement  
19 purposes only.

20 3. The Notice provided to the Settlement Class conforms with the requirements of  
21 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules  
22 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable  
23 law, and constitutes the best notice practicable under the circumstances, by providing individual notice  
24 to all Class Members who could be identified through reasonable effort, and by providing due and  
25 adequate notice of the proceedings and of the matters set forth therein to the other Class Members.  
26 The notice fully satisfied the requirements of due process.

27 4. The Court finds the Settlement was entered into in good faith, that the Settlement is  
28 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable

1 requirements for final approval of this class action settlement under California law, including the  
2 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule  
3 3.769.

4 5. ~~\_\_\_\_\_No~~ Class Members, ~~\_\_\_\_\_~~, have objected to the terms of the Settlement.  
5 ~~Finding that the Settlement is fair, reasonable, and adequate, the Court finds that these objections lack~~  
6 ~~merit and are overruled.~~

7 6. ~~\_\_\_\_\_No~~ Class Members, ~~\_\_\_\_\_~~, have requested exclusion from the Settlement,  
8 ~~and have thus been excluded and are not bound by the Judgment in this Action.~~

9 7. Upon entry of this Order, compensation to the participating members of the Settlement  
10 Class shall be effected pursuant to the terms of the Settlement Agreement.

11 8. In addition to any recovery that Plaintiffs may receive under the Settlement, and in  
12 recognition of the Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves the  
13 payment of an incentive to the Plaintiffs, in the amount of \$ \_\_\_\_\_ to each of the class  
14 representatives.

15 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of  
16 \$ \_\_\_\_\_, and the reimbursement of litigation expenses in the sum of \$ \_\_\_\_\_.

17 10. The Court approves and orders payment in the amount of \$ \_\_\_\_\_ to Angeion  
18 Group for performance of its settlement claims administration services.

19 11. The Parties are ordered to give notice to all Class Members in accordance with CRC  
20 3.771(b).

21 12. Upon the Effective Date, the Plaintiffs and all members of the Settlement Class, except  
22 the excluded individuals referenced in paragraph 6 of this Order, shall have, by operation of this Order  
23 and the accompanying Judgment, fully, finally and forever released, relinquished, and discharged  
24 Defendant from all claims as defined by the terms of the Settlement, whether or not such Settlement  
25 Class members execute and deliver a Claim Form. Upon the Effective Date, all members of the  
26 Settlement Class shall be and are hereby permanently barred and enjoined from the institution or  
27 prosecution of any and all of the claims released under the terms of the Settlement.

28 13. Upon completion of administration of the Settlement, the parties shall file a declaration



1 stating forth that claims have been paid and that the terms of the settlement have been completed.

2 14. This Judgment is intended to be a final disposition of the above captioned action in its  
3 entirety, and is intended to be immediately appealable. The Settlement Agreement, including the  
4 releases stated therein, is incorporated by reference into this Final Judgment, and fully and finally  
5 resolves all claims in this action.

6 15. This Court shall retain jurisdiction with respect to all matters related to the  
7 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,  
8 or related to the subject matter of the lawsuit, including but not limited to all matters related to the  
9 settlement and the determination of all controversies relating thereto.

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**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
~~Judge of the Superior Court~~ HON. ELIHU  
M. BERLE