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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiffs,

v.

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

Defendants.

Case No. 19STCV35156

[Assigned to the – Hon. David S. Cunningham
Dept. 11 – Spring Street Courthouse]

CLASS ACTION

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

Date: TBD
Time: TBD
Dept: 11

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

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

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

- 9 a) \$894,000.00 to settle the Named Plaintiffs’ individual sexual exploitation claims.
10 b) \$1,341,000 for a Common Fund to settle the fraud claims from which 75 percent
11 shall be apportioned to the Master Fraud Class and 25 percent to the General Fraud
12 Class (together “Fraud Class”).

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

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

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

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

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

24 7. Preliminarily approving settlement administration services to be provided by a Claims
25 Administrator to be agreed upon by the Parties, estimated at \$79,427;

26 8. Approving as to form and content the proposed class notice and claim form (together the
27 “Notice Packet”);

28 9. Directing that the Notice Packet be e-mailed to the Settlement Class members; and

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

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

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

11
12 DATED: June 13, 2022

Respectfully submitted,

13 VALLI KANE & VAGNINI LLP
14


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

2 **I. INTRODUCTION**

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

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

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

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

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

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

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

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

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

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

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

8 **II. PROCEDURAL AND FACTUAL BACKGROUND**

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

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

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

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

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

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

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

C. Investigation and Discovery

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

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

4 **D. Mediation**

5 The Parties then participated in a combined approximately 2 days of arm's-length and informed
6 negotiations during virtual mediation sessions with the Honorable Louis Meisinger on June 22, 2020,
7 August 26, 2020 and May 21, 2021. While the first mediation resulted in an agreement on the financial
8 terms of the resolution, the Parties required the second day for assistance on working toward a resolution
9 on the non-economic terms and the final date to assist in finalizing those terms in the final long-form
10 settlement agreement. While the second mediation helped clarify the Parties' positions with respect to the
11 non-economic terms, the Parties continued to actively negotiate for an additional five months until a
12 Memorandum of Understanding ("MOU") containing all material points of the settlement was signed by
13 all Parties on January 21, 2021. The MOU was then reduced to a long-form settlement agreement. Kane
14 Decl., ¶ 29. On October 12, 2021, in conjunction with an earlier motion for preliminary approval of class
15 action settlement, the Court granted Defendants' motion to file under seal Exhibit 3 to the Settlement
16 Agreement, a redacted version of which is included herewith.

17 **E. Preliminary Approval**

18 On November 18, 2021, this Court issued a tentative order granting preliminary approval of the
19 settlement. In so doing, the Court held that "the settlement appears to be in a range of reasonableness of
20 a settlement that could ultimately be granted final approval by the Court." After the November 18, 2021
21 hearing on the motion for preliminary approval and a subsequent hearing with the Court on December 10,
22 2021, this Court granted preliminary approval of the settlement.

23 **F. Amendment to Settlement**

24 Following the Court's granting of preliminary approval, the Parties set about gathering the class
25 member contact information to initiate the class notice process. Unfortunately, due to the passage of time,
26 lost and damaged computer hard drives, and faulty recordkeeping, the Parties ultimately discovered that
27 Defendants did not have adequate contact information for a significant majority of the putative class.
28 While Defendants did maintain e-mail addresses for the class members, as well as a roster of which

1 students enrolled in each of the school's master classes, Defendants only had a small number of mailing
2 addresses and phone numbers for the putative class.

3 Given the lack of mailing addresses for most of the putative class, the Parties met and conferred
4 over the next several months to determine the best way to address the lack of mailing addresses while still
5 maximizing the number of putative class members who would receive compensation under the settlement
6 agreement. The Parties also consulted with the third party Claim Administrator as to methods for
7 effectuating effective notice given the lack of standard contact information for the putative class members.

8 **Importantly, at no point did the Parties discuss any reduction in the amount of the settlement, or in**
9 **the allocation of the settlement proceeds to the putative class members.** Ultimately, the Parties
10 determined that the best way to maximize the amount of the settlement that would be paid out to putative
11 class members would be to convert the notice process from an opt-out settlement (which is standard when
12 the class members' addresses are known) to an opt-in settlement. The Parties then went a step further and
13 negotiated terms for class notice that were **designed specifically to increase the participation of class**
14 **members in the settlement.** Among the terms the Parties agreed to in an effort to maximize class member
15 participation are: (1) the use of text messages (for those class members for whom the Parties have
16 telephone numbers) to alert class members to the e-mailed Notice Packet; (2) a reminder e-mail to be sent
17 to class members who have not responded to the Notice Packet within 30 days; (3) a claim process that
18 allows the class members to click on a link to acknowledge their eligibility as a class member and to
19 receive a recovery; (4) electronic transfer of settlement funds without the necessity of gathering physical
20 addresses and processing of physical checks, and (5) setting aside 5% of the Net Settlement Fund
21 (\$67,050) to allow for late claims submitted by putative class members. The Parties also agreed on a
22 notice process that ensures that **only those class members who acknowledge receipt of the Notice**
23 **Packet and affirmatively accept the settlement payment will release claims against Defendants.** This
24 provision provides even more protection than an opt-out settlement, in which class members could be
25 deemed to have released claims even if they never received the class notice.

26 After several months of negotiations, the Parties agreed on the terms of the Amendment to the
27 Stipulation of Class Action and Individual Settlement ("Amendment"), which did nothing to change the
28 amount or allocation of the settlement, but instead simply modified the class notice process and added

multiple layers of protections to maximize class member participation and to ensure that only those class members who received the Notice Packet and affirmatively chose to participate in the settlement would release claims. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit A, with the class notice and claim form, proposed order, and MOU. A true and correct copy of the Amendment is attached hereto as **Exhibit B**.

III. SUMMARY OF THE SETTLEMENT AND AMENDMENT

A. THE SETTLEMENT CLASSES

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

Master Fraud Class:

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

General Fraud Class:

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

See Settlement Agreement ¶ 5. at Exhibit A.

B. SETTLEMENT FUND AND PROGRAMMATIC RELIEF

The Settlement Agreement provides that, if approved, the Gross Settlement Amount of \$2,235,000.00 is to be apportioned as follows: (a) \$894,000.00 to settle the Named Plaintiffs' individual sexual exploitation claims including a one-third apportionment for attorneys' fees; and (b) \$1,341,000.00 for a Common Fund to settle the Fraud Class from which 75 percent shall be apportioned to the Master Fraud Class and 25 percent to the General Fraud Class and from which Class Counsel will make an application to the Court for a one-third award of attorneys' fees, expenses and/or costs, as well as the costs of the Claims Administration and the service awards to the Named Plaintiffs.

In addition to the monetary terms set forth in the Settlement Agreement, the parties have agreed to additional non-economic relief as well, which the Court has allowed the Parties to file under seal.

The Settlement Agreement includes the resolution and general release of the Named Plaintiffs' sexual exploitation and fraud claims. It does not, however, include the release of the sexual exploitation class claims, which the Parties are requesting be dismissed without prejudice. The Sexual Exploitation Class claims are being dismissed without consideration (other than with respect to the Named Plaintiffs), as all individuals whose claims were timely at the time this action was filed continue to have the

opportunity to raise those claims. *See* SA ¶ 8(b). Therefore, there are no attorney fees pertaining to the Sexual Exploitation Class Claims. Kane Decl., ¶ 15.

1. COMMON FUND SETTLEMENT

Under the Parties' agreement, the Fraud Class Settlement is an opt-in, non-reversionary common fund settlement with the Plaintiffs' counsels' fees and some of the costs deriving from the common fund. All individuals who fit within the Fraud Class definition and who execute the Claim Form and indicate a desire to participate in the settlement will be entitled to a share of the Common Fund Settlement after deductions for the Court-approved attorneys' fees and costs for Class Counsel, Court-Approved Claims Administrator Costs up to \$16,000, and Court-approved Service Awards to the Named Plaintiffs.

The Net Settlement Fund¹ (the Gross Settlement Amount less attorneys' fees and costs, Plaintiffs' individual settlement amounts, claims administration costs up to \$16,000, and service awards to Plaintiffs) will be allocated to Fraud Class members based on the amount of tuition paid to Studio 4. Each Participating Class Member's Individual Settlement Payment will be calculated solely by the Settlement Administrator according to the following formula:

(1) Master Fraud Class members will received 75% of the Net Settlement Amount: Master Class Members who execute the Clam Form will receive an electronic payment (or a paper check if they prefer) refunding their tuition paid on a pro rata basis – based on how many master classes are being reimbursed compared to the total fund available for master classes. If a Master Class member enrolled in two Master Classes during the Class Period, his or her Individual Settlement Payment would be double the per Master Class enrollment amount. Master Fraud Class Members' recovery will be limited to 100% of the amount each class member paid in tuition for master classes.

(2) General Fraud Class members will receive 25% of the Net Settlement Amount: General Fraud Class members who complete the Claim Form will receive an equal share of the total fund allocated to General Fraud Class Members, capped at \$1,200 per General Fraud Class Member. If a General Class student also enrolled in one or more Master Classes during the Class Period, his or her Individual Settlement Payment would be the total of both the Master Class amount and the General Class

¹ 5% of the Net Settlement amount will initially be withheld, to be paid out to putative class members who do not timely opt-in to the settlement, but who ultimately indicate a desire to participate in the settlement within 180 days of receiving the Notice Packet.

1 amount. *See* Settlement Agreement ¶ 7(b)(i) at Exhibit A; Amendment at ¶¶ 2(d), 4.

2 The Settlement does not include a “clear sailing” attorney’s fee provision. Defendants have only
3 agreed not to object to a reasonable fee. SA at ¶ 7(d); Kane Decl., ¶ 23. With respect to the class
4 resolution, Plaintiffs intend to limit their application to one-third of the total Common Fund Settlement
5 of \$1,341,000.00 and for the reimbursement of reasonable costs, which are estimated to be no more than
6 \$41,000. SA at ¶ 7(d); Kane Decl., ¶¶ 23-24. The two Named Plaintiffs will each seek \$10,000 for a
7 service fee award, in addition to their shares as a class member. SA at ¶ 7(c); Kane Decl., ¶ 25. These
8 payments are intended to recognize (a) the time and effort that these individuals have expended on behalf
9 of the Fraud Class in assisting Class Counsel with the prosecution and settlement of their and the Class
10 Members’ claims, and the consequent value they have conferred to the Class Members, and (b) the
11 substantial exposure and risk they incurred by taking a leadership role in the litigation. Class Members
12 will have sixty (60) days after the Notice Packet is emailed to return the Claim Form.² Amendment at ¶
13 2; Kane Decl., ¶ 17. Only those class members who execute the Claim Form will release any claims they
14 may have had against Defendants with respect to the fraud allegations alleged in the First Amended
15 Complaint. SA at ¶ 6(b); Kane Decl., ¶ 15; Settlement Agreement at ¶ 5; Amendment at ¶ 8(d). Any
16 funds remaining from the Net Settlement Amount (other than the 5% reserve) that remain due to class
17 members failing to, or electing not to, execute the Claim Form, shall be distributed among those Class
18 Members who have executed the Claim Form in the same manner as the initial allocation (up to 100% of
19 the Master Class tuition paid by Master Class Members, and up to \$1,200 for General Fraud Class
20 Members). Amendment ¶ 6. If any amount of the 5% Reserve is unclaimed by Class Members after 180
21 days, that remainder (along with any amounts of the Master Class Member and General Class Member
22 funds that exceed the per class member caps) will be paid to the Settlement Administrator to account for
23 the difference between the \$16,000 originally anticipated and the current estimate of \$79,000 to revamp
24 the process,³ and if any amount remains after the Settlement Administration fee are paid, the Settlement
25 Administrator shall pay over the total remaining amount to the National Women’s Law Center. Such

26
27 ² Putative class members will ultimately be given 180 days to execute the Claim Form (as 5% of the Net Settlement
Amount will be held in reserve to provide payments for late submissions.)

28 ³ However, should there be a deficit between what the Claims Administrator is owed and what remains in the reserve fund,
the Defendants are responsible for making those payments directly to the Claims Administrator.

payment shall be made anonymously, with no reference made to any Party or to this Action. Kane Decl., ¶ 26; Amendment ¶¶ 7, 8.

2. NOTICE PLAN AND PROPOSED SCHEDULE

Defendants have already provided the Class Information to the Settlement Administrator. Within seven (7) calendar days of the Court granting preliminary approval of the Settlement, the Settlement Administrator shall e-mail the Notice Packet to the putative class members, as well as send a text alert to those class members for whom the Settlement Administrator has cell phone numbers, alerting those class members of the e-mail containing the Notice Packet. Kane Decl., ¶ 22; Amendment ¶ 4.

For any putative class member who does not reply to the e-mail containing the notice packet within thirty (30) calendar days, a second e-mail (and text message for those class members for whom the Settlement Administrator has cell phone numbers) shall be sent, re-attaching the Notice Packet and encouraging the class member to contact the settlement administrator with any questions. *Id.*

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

Date	Deadline
Within seven (7) calendar days after entry of the Court's Order of Preliminary Approval:	Settlement Administrator will send the Notice Packet to all putative class members via e-mail (as well as a text alert to all class members for whom the Settlement Administrator has the cell phone number).
Thirty (30) calendar days after Settlement Administrator sends the Notice Packet	Settlement Administrator will re-send the Notice Packet via email to all putative class members who did not respond to the initial email (as well as a text alert if available)
Sixty (60) calendar days after the Settlement Administrator sends the Notice Packet to class members	Deadline for class members to execute and return the Claim Form (the "Response Deadline"), or to object to the settlement.
Ten (10) calendar days after the Response Deadline	Settlement Administrator will provide initial settlement calculations for all class members to the Parties.
Five (5) calendar days after the Parties receives the settlement calculations from the Settlement Administrator	Deadline for Parties to approve or object to the settlement calculations provided by the Settlement Administrator.

Date	Deadline
Fifteen (15) calendar days after the deadline for Parties to approve of settlement payments	Deadline for Plaintiffs to file a Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees and Costs.
Sixteen (16) calendar days after Plaintiffs file their Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees and Costs (or as soon thereafter as is convenient for the Court)	Hearing on Plaintiffs' Motion for Final Approval of Class Action Settlement.
One Hundred Eighty (180) calendar days after Settlement Administrator emails Notice Packet to Class Members	Deadline for class members to submit a late claim for their portion of the settlement.
Within seven (7) calendar days after the Effective Date ⁴	Defendants shall provide the Settlement Administrator with the Gross Settlement Amount
Within seven (7) calendar days after Defendants provide the Settlement Administrator with the Gross Settlement Amount	Settlement Administrator shall be entitled to withdraw from the QSF its Settlement Administration Costs from the Common Fund
With fourteen (14) calendar days after Defendants provide the Settlement Administrator with the Gross Settlement Amount	Settlement Administrator shall pay Class Counsel any Court-approved attorneys' fees and costs
Within fourteen (14) calendar days after Defendants provide the Settlement Administrator with the Gross Settlement Amount	Individual Settlement Payments will be sent to class members who have submitted valid Claim Forms, via electronic gift card, electronic transfer service (i.e. Venmo, Zelle or Paypal), or paper check (whichever is selected by the class member or if nothing is selected then via electronic gift card)
Within fourteen (14) calendar days after Defendants provide the Settlement Administrator with the Gross Settlement Amount	The Class Representative Service Awards will be paid to the Named Plaintiffs

⁴ The Effective Date is (a) the date upon which the Final Order and Judgment is entered by the Court, if there are no objections to the Settlement; or (b) if there are objections and an appeal, review, or writ is not sought from the Final Order and Judgment, the 61st day after the date the Final Order and Judgment is entered; or (c) if appeal, review or writ is sought from the Final Order and Judgment, the date upon which all appellate and/or other proceedings have been terminated in such a manner as to permit the Final Order and Judgment to take effect in substantially the form described herein.

Date	Deadline
180 calendar days after any paper checks are issued:	Checks valid for 180 days after issuance. After that date, any funds from uncashed checks will be sent to the National Women’s Law Center.

IV. PRELIMINARY APPROVAL OF THE SETTLEMENT IS APPROPRIATE

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

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

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

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

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

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

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

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

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

28 ///

2. THE AMOUNT OF THE SETTLEMENT

The total settlement is \$2,235,000.00, which includes payment to the Fraud Class members, the Named Plaintiffs' service awards, the Named Plaintiffs' individual sexual exploitation claims for which they are executing general releases, attorneys' fees and costs, and administrative costs. Plaintiffs' counsel will apply for up to 33.3% in attorneys' fees, and for the reimbursement of no more than \$41,000 in costs. The Parties have agreed to a service award for each of the Named Plaintiffs of \$10,000, for a total of \$20,000. The Parties expect that the administrative costs will not exceed \$16,000. The Common Fund is \$1,341,000, thus after deducting Named Plaintiff Service Awards, attorneys' fees and costs and administrative costs, the class members will share in the sum of \$827,045. Kane Decl., ¶ 10.

The individual payments to the Class Members will be made based on the tuition each Class Member paid to Studio 4 during the Class Period with a higher percentage, 75% of the total settlement amount being allocated to the Master Fraud Class members and 25% being allocated to the General Fraud members. Kane Decl., ¶ 11.

Approximately 1,520 students enrolled in at least one course at Studio 4. *See* Declaration of Vince Jolivette ("Jolivette Decl.") ¶ 2. Each student who paid tuition was (1) enrolled in one or more general classes and paid approximately \$300 per month for the duration of each general class, and/or (2) enrolled in a master class production class for an approximately \$2,000 flat fee, and/or (3) enrolled in the sex scenes master class for a \$750 flat fee. *Id.* Defendants collected a total of \$2,701,460.21 in tuition during the operation of Studio 4. *Id.* They previously refunded \$113,173.50 in tuition in the ordinary course of business while Studio 4 was still in operation. *Id.* Accordingly, the total tuition collected less Master Class costs and refunds was \$2,588,286.71. *Id.*⁵

Thus, the proposed Settlement provides the Master Fraud Class members with substantial compensation. As the chart below details, the total tuition paid by the Master Fraud Class was between \$654,750 and \$704,750. The Settlement provides for a total recovery of \$620,283.75 for the Master Fraud Class, or an approximate recovery of between 88% of the total tuition paid if the master class total tuition

⁵ Defendants have confirmed that \$2,588,286.71 is the total tuition collected after the refund of \$113,173.50. This total is arrived at by adding either the lower master class total of \$654,750 in tuition plus the higher general class total of \$1,933,536.70 in tuition *or* the higher master class total of \$704,750 in tuition plus the lower general class total of \$1,883,536.70 in tuition. In either scenario, the total is the same.

is \$704,750 and 95% of the total tuition paid if the master class total tuition is \$654,750 AFTER all anticipated fees and expenses as set forth further herein, a significant benefit. The proposed Settlement provides the General Fraud Class members with a total recovery of \$206,761.24, or an approximate recovery of 11% of the tuition paid. Members of both the Master Fraud and General Fraud Classes are likely to receive a greater recovery than these estimates after the addition of unclaimed funds are added to the distribution amounts.

The Master Fraud Class is receiving 75% of the total Class recovery due to the concentration of alleged fraudulent representations and anticipated opportunities surrounding the Master Classes as compared to the General Classes where there was not the same level of expectation and students received a greater benefit for the tuition paid. Kane Decl., ¶ 11. In particular, Plaintiffs' allege that fraudulent statements were made to Master Fraud Class members to entice them into paying additional tuition for master classes despite the classes providing little to no benefit to students. In comparison, Plaintiffs allege that there was significantly less fraud surrounding the offering and taking of general monthly classes at Studio 4. *Id.* Plaintiffs assert that this is supported by numerous interviews with class members who stated that they specifically felt misled into taking Master Classes but obtained a modicum of benefits from enrolling in general classes. *Id.* However, Plaintiffs assert that those attending general classes, to a lesser extent, still believe they were misled about the quality of the teachers and what was being taught. *Id.* In further support of the greater recovery to the Master Fraud Class Plaintiffs allege that the master classes required students to contribute an extraordinary amount of time, effort, and money that was not required in the general classes. *Id.*

Category	Cost	Number of Students	Maximum recovery / full tuition reimbursement	Total recovery after fees & expenses: \$827,045
Master Fraud Class: productions				
Evil Days	\$2,000	~54	\$108,000	
Horror Time	\$2,000	73	\$146,000	
Dark Hours	\$2,000	85	\$170,000	
Endless Summer	\$2,000	20-25	\$40,000-\$50,000	
Love Stories	\$2,000	20-25	\$40,000-\$50,000	
Chasing Dreams	\$2,000	20-25	\$40,000-\$50,000	

Category	Cost	Number of Students	Maximum recovery / full tuition reimbursement	Total recovery after fees & expenses: \$827,045
Real Heroes	\$2,000	20-25	\$40,000-\$50,000	
Mix Tapes	\$2,000	20-25	\$40,000-\$50,000	
Master Fraud Class: Sex Scenes	\$750	41	\$30,750	
Total: Master Class			\$654,750-\$704,750	\$620,283.75 (75% of \$827,045)
Total: General Class	\$300 per month	?	\$1,883,536.70-\$1,933,536.70	\$206,761.25 (25% of \$827,045)
See Jolivette Decl., ¶ 2.				

Given the information provided by the Defendants related to the number of students who paid tuition during the relevant timeframe, the Master Fraud Class Plaintiffs are receiving 90% of the tuition paid, AFTER all anticipated fees and expenses as set forth further herein, a significant benefit. The strength of Plaintiffs' claims, with consideration of Defendants' defenses and the risks if the Parties were to litigate through final judgment and appeal, balanced against the proposed settlement amount, weigh in favor of finding that the Settlement is fair, adequate, and reasonable. Kane Decl., ¶ 31.

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

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

The Settlement was the result of arm's-length bargaining. At all times, the Parties and their counsel have negotiated vigorously with each other and over an extended time period. The Parties have investigated the facts relating to the claims alleged in this action, and have made a thorough study of the legal principles applicable to the claims asserted against Defendants. The Parties participated in one extended day of mediation and one half day of mediation with the Honorable Louis Meisinger, who is a highly regarded mediator, before reaching a settlement. The Parties exchanged discovery that permitted both Parties to further evaluate the claims and defenses. Kane Decl., ¶¶ 5, 28. After the second mediation was conducted, both Parties continued to engage in significant and lengthy discussions to determine each

1 party's respective position and ultimately reach a resolution of the claims. The Parties then had an
2 additional session with Judge Meisinger on May 21, 2021. Kane Decl., ¶ 5. These discussions, along
3 with the discovery produced, and the mediation confirmed that Plaintiffs' assessments were correct and
4 that the settlement is fair, reasonable, and adequate. Kane Decl., ¶¶ 5, 28, 31.

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

10 C. SERVICE AWARDS

11 "[A] class representative is entitled to a fee in a California class action." *Cellphone Termination*
12 *Fee Cases*, 186 Cal. App. 4th 1380, 1394 (2010) (affirming order approving \$10,000 incentive award to
13 each of four class representatives). Named plaintiffs may receive enhancement or service awards based
14 on the rationale that they "should be compensated for the expense or risk they have incurred in conferring
15 a benefit on other members of the class." *Clark v. Am. Residential Services LLC*, 175 Cal. App. 4th 785,
16 806 (2009); *see also Bell v. Farmers Ins. Exchange*, 115 Cal. App. 4th 715, 726 (2004) (affirming order
17 for "'service payments' to the four Class Representatives compensating them for their efforts in bringing
18 the action"). In deciding whether to approve an incentive award, a court should consider: "(1) the risk to
19 the class representative in commencing suit, both financial and otherwise; (2) the notoriety and personal
20 difficulty encountered by the class representative; (3) the amount of time and effort spent by the class
21 representative; (4) the duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by
22 the class representative as a result of the litigation." *In re Cellphone Fee Termination Cases*, 186 Cal.
23 App. 4th 1380, 1394-95 (internal quotation marks omitted). All of these factors support the requested
24 service awards for the Named Plaintiffs. The Named Plaintiffs took on substantial risk in being publicly
25 named. Not only have they been subjected to substantial online harassment and scorn, they also risked
26 damaging their careers. Plaintiffs also spent a significant amount of time actively prosecuting this action
27 for the Class, including assisting Class Counsel in the development of the case, responding to Requests
28 for Production and Interrogatories from multiple Defendants, assisting in the preparation of the case for

mediation, and attending the virtual mediation. The Named Plaintiffs were also prepared to participate in the litigation for several more years if the Settlement had not been reached. As a result, the requested service payment of \$10,000 is a reasonable amount considering their service in bringing and prosecuting the actions, the risks they have taken by agreeing to be named plaintiffs, and their execution of a general release. Kane Decl., ¶ 25; *see, e.g., Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399 (approving \$5,000 incentive award for two class representative as part of \$1.1 million, wage and hour class action settlement).

D. ATTORNEY'S FEES

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

In connection with the Motion for Attorneys' Fees and Costs, Plaintiffs will present evidence of their hours worked and hourly rates to provide the Firms' lodestar for a lodestar cross check. Kane Decl., ¶ 23. The California Supreme Court reaffirmed the percentage of fund method for allocating fees when it approved a fee award of one-third (33.33%) of the total recovery in an employment class action. *Laffitte v. Robert Half Internat. Inc.*, 231 Cal. App. 4th 860, 878 (2014) (concluding that award of one-third the common fund was "consistent with, and in the range of, awards in other class action lawsuits"); *In re Consumer Privacy Cases*, 175 Cal. App. 4th 545, 557 n.13 (2009) ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 (2008) (same). Here, Plaintiffs seek an attorneys' fees amount of 33.33% of the common fund, which is in line than the customarily approved amount in California courts. Accordingly, the requested attorney's fees are appropriate and should be preliminarily approved.

1 The Named Plaintiffs have provided written approval acknowledging that Class Counsel will be
2 paid attorneys' fees only if a settlement, judgment, or other recovery is obtained from Defendants and if
3 there is a recovery from the Defendants, Class Counsel may choose between two forms of compensation
4 for its legal services: Class Counsel will be entitled to (a) up to forty percent (40%) of any "gross
5 recovery" for the Named Plaintiffs and any Class ("Contingency Fee") ("Gross recovery" means the total
6 of all amounts received from the Defendants prior to reimbursement of expenses) OR (b) Class Counsel
7 will be entitled to reasonable attorneys' fees awarded by a Court or paid in settlement. Reasonable
8 attorneys' fees may be calculated by the number of hours worked multiplied by a reasonable hourly rate,
9 plus any applicable fee enhancements, or as a percentage of the gross recovery. Kane Decl., ¶ 36.

10 The Named Plaintiffs have provided written approval acknowledging that Class Counsel will be
11 paid attorneys' fees only if a settlement, judgment, or other recovery is obtained from Defendants and if
12 there is a recovery from the Defendants, Class Counsel may choose between two forms of compensation
13 for its legal services: Class Counsel will be entitled to (a) up to forty percent (40%) of any "gross
14 recovery" for the Named Plaintiffs and any Class ("Contingency Fee") ("Gross recovery" means the total
15 of all amounts received from the Defendants prior to reimbursement of expenses) OR (b) Class Counsel
16 will be entitled to reasonable attorneys' fees awarded by a Court or paid in settlement. Reasonable
17 attorneys' fees may be calculated by the number of hours worked multiplied by a reasonable hourly rate,
18 plus any applicable fee enhancements, or as a percentage of the gross recovery. Kane Decl., ¶ 36.

19 The Named Plaintiffs have also provided written approval acknowledging and consenting to the
20 co-counseling and fee-sharing agreement between Valli Kane & Vagnini LLP ("VKV") and Hadsell
21 Stormer Renick & Dai LLP ("HSRD"). Kane Decl., ¶ 37. Specifically, Named Plaintiffs acknowledged
22 that the fee division between Plaintiffs' Counsel is as follows: (1) Costs and expenses shall first be
23 reimbursed to the firm that paid them; (2) VKV shall receive 10% of the fees after reimbursement of
24 expenses, in consideration of VKV's development of the case and the firm's unique expertise and
25 intangibles; (3) Balance after reimbursement of expenses, VKV receiving 10% shall be apportioned
26 between Counsel in accordance with the respective hours expended by each firm. *Id.* The Named
27 Plaintiffs also acknowledged that the total contingency fee charged in the retainer agreement will not
28 increase by reason of the fee division agreement and that both law offices agreed to advance the costs of

litigation. *Id.*

Accordingly, the requested attorney's fees are appropriate and should be preliminarily approved.

V. CONDITIONAL CLASS CERTIFICATION IS APPROPRIATE

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

A. The Proposed Settlement Class is Ascertainable and Numerous

The proposed Settlement Classes are defined as follows:

Master Fraud Class:

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

General Fraud Class:

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

SA ¶ 5.

This proposed class definition is both objective and narrowly defined, and the class is easily ascertainable from Defendants' records. Based on the discovery conducted, Plaintiffs estimate a Settlement Class of 1,520 members. Kane Decl., ¶ 7. The proposed class is, therefore, so large that joinder is not practicable.

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

A community of interest encompasses three factors: "(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives

who can adequately represent the class.” *Sav-On Drug Stores*, 34 Cal.4th at 326; *Fireside Bank v. Superior Court*, 40 Cal.4th 1069, 1089 (2007).

1. COMMON ISSUES OF LAW AND FACT PREDOMINATE

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

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

2. TYPICALITY

To satisfy the typicality requirement, the class representative’s interests must be similar to those of class members but they do not need to be identical. *Richmond v. Dart Industries, Inc.*, 29 Cal. 3d 462 (1981); *see Classen v. Weller*, 145 Cal. App. 3d 27, 46 (1983). The Class Representatives’ claims here are typical of those in the class for purposes of settlement because they arise from the same factual basis and are based on the same legal theories as those applicable to the Settlement Class members. The two Named Plaintiffs were subjected to the same policies and practices related to paying tuition for General and/or Master Classes at Studio 4 as the other Settlement Class members, and they seek the same relief

for injuries resulting from these same policies and practices. Thus, the two Class Representatives can adequately and fairly represent the interests of the class because their individual interests are consistent with those of the class. Kane Decl., ¶ 32.

3. PLAINTIFFS AND CLASS COUNSEL WILL FAIRLY AND ADEQUATELY REPRESENT THE CLASS

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

Named Plaintiffs have both shouldered an enormous burden in being class representatives in this matter. They have been subjected to a significant amount of online abuse, including direct threats to their safety. Tither-Kaplan Decl., ¶ 5; Gaal Decl., ¶ 9. They attended multiple online and in-person meetings with many different Class Members. Tither-Kaplan Decl., ¶ 7; Gaal Decl., ¶ 10. In addition, both Plaintiffs attended the mediation which provided them with a full overview and understanding of all of the claims and defenses. Tither-Kaplan Decl., ¶ 8; Gaal Decl., ¶ 12.

As a result, Named Plaintiffs and Class Counsel were able to ascertain that Plaintiffs’ claims were typical of the class and Named Plaintiffs could adequately represent Class Members. Specifically, Plaintiff Tither-Kaplan alleges that she has claims typical of the Master Fraud Class members in that she auditioned for, paid tuition for, and completed the Sex Scenes Master Class as a result of the alleged fraudulent promises and representations made to Studio 4 students. Both Named Plaintiffs assert that they have claims typical of the General Fraud Class, as they paid the monthly tuition for the general classes offered at Studio 4 based on the alleged fraudulent promises and representations made by Defendants. Given the experience of the Named Plaintiffs at Studio 4, they can adequately represent the interests of the Fraud Class in its entirety. Adequacy of representation also looks at whether Plaintiffs’ counsel are qualified to conduct the litigation. *McGhee v. Bank of America*, 60 Cal. App. 3d 442, 450 (1976). Plaintiffs seek the appointment of Hadsell Stormer Renick & Dai LLP and Valli Kane & Vagnini, LLP as Lead Class Counsel. Both firms are highly experienced class counsel, having handled dozens of

class actions, as well as other types of complex litigation. In addition, both firms have served effectively as lead counsel in this action, having been charged with the responsibilities of coordinating with other plaintiffs' and defense counsel, presenting positions on substantive and procedural issues, supervising the efforts in presenting arguments and information to the court, developing and implementing a litigation plan, arranging for support services and ensuring that schedules are met. Kane Decl., ¶ 33.

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

Class resolution is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the settlement context. Given that each individual class member's claims seek a relatively small amount of damages, each has little incentive to pursue their claims individually because the litigation costs would greatly exceed potential recovery. Indeed, "[i]t is more likely that, absent a class suit, defendant will retain the benefits from its alleged wrongs." *Daar v. Yellow Cab Co.*, 67 Cal. 2d 695, 714-15 (1967). For these reasons, a class action is superior to other available methods of resolution.

C. NOTICE TO CLASS OF FINAL APPROVAL HEARING

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

1. THE NOTICE CONTAINS ALL OF THE REQUIRED COMPONENTS

Rule 3.766(d) provides in pertinent part that "[t]he content of the class notice is subject to court approval." If class members are to be given the right to request exclusion from the class, the notice must

1 include the following: “(1) A brief explanation of the case, including the basic contentions or denials of
2 the parties; (2) A statement that the court will exclude the member from the class if the member so
3 requests by a specified date; (3) A procedure for the member to follow in requesting exclusion from the
4 class; (4) A statement that the judgment, whether favorable or not, will bind all members who do not
5 request exclusion; and (5) A statement that any member who does not request exclusion may, if the
6 member so desires, enter an appearance through counsel.” *Cellphone Termination Fee Cases*, 186 Cal.
7 App. 4th at 1390.

8 The proposed Notice is set forth as Exhibit 1 to the Amendment to the Settlement Agreement and
9 meets all of the requirements set forth in the California Rules of Court including: 1) a class definition; 2)
10 a description of the substantive issues and proceedings to date; 3) a neutral description of the proposed
11 settlement; 4) the amount of attorney’s fees and costs sought; 5) the right to request to participate in the
12 Settlement Class and the procedure to participate, and a 60 day period for submitting the request to
13 participate; 6) the right to object within 60 days after Class Notice is mailed and the procedure for filing
14 a written objection; 7) the consequences of participating in the class settlement versus the consequences
15 of doing nothing; 8) the date, time, and place of the final approval hearing; and 9) the identity of Plaintiffs’
16 counsel. *See Kane Decl.*, ¶ 21. The Notice is being provided in English only, as all Class Members
17 attended and participated in English-speaking acting and film classes and thus, it is logical to conclude
18 that they are sufficiently fluent in the English language. Additionally, Class Counsel have interviewed
19 well over 50 class members all of whom spoke English. *See Kane Decl.*, ¶ 21.

20 In addition, the Notice informs all Class Members about the Court’s current social distancing
21 procedures for attendance at the final approval hearing. Specifically, the Notice will state that there are
22 no longer social distancing requirements in the courthouse; however, face masks are strongly
23 recommended inside all Los Angeles County courthouses in alignment with Los Angeles County
24 Department of Public Health guidance. *See Kane Decl.*, ¶ 21.

25 Finally, all Class Members who submit a timely Claim Form will receive payment after the
26 Effective Date via electronic payment or paper if that is what they chose.

27 2. THE METHOD OF NOTICE IS APPROPRIATE

28 The Settlement Agreement provides the following method for Notice to be provided to the

1 Settlement Class members: The Class Members' known contact information has already been provided
2 to the Settlement Administrator. Within seven (7) calendar days following entry of the Preliminary
3 Approval Order, the Settlement Administrator will e-mail the Notice Packet to all putative class members,
4 and will send an alert text to those class members for whom the Settlement Administrator has cell phone
5 numbers. SA ¶ 6(a); Amendment, ¶ 4. Thirty (30) calendar days later, the Settlement Administrator will
6 re-send the Notice Packet via e-mail to all putative class members who did not respond to the initial email
7 and a reminder text as well. Amendment, ¶ 4.

8 Specific measures will be taken to ensure (a) the highest percentage of Class Members receive
9 the Notice Packet; and (b) that Class Members who wish to participate in the Settlement are permitted to
10 do so consistent with this Agreement. The Settlement Administrator will also use all reasonable means
11 to obtain updated e-mail addresses for all e-mails that are bounced back as invalid in addition to
12 attempting to reach a potential Class Member who cannot be reached via e-mail by postal address and/or
13 phone number if such contact information has been provided by any Party. Amendment, ¶ 4.

14 The Administrator shall also maintain appropriate databases to fulfill its duties; receive control,
15 and account for all executed Claim Forms, disputes, and objections; calculate the Class Members'
16 payments; and prepare and deliver reports to Class Counsel and Counsel for Defendants on a weekly
17 basis that communicate the status of the notice process, including the number of Claim Forms executed
18 and returned by Class Members, as well as disputes and objections. Kane Decl., ¶ 19. In addition, the
19 Administrator shall prepare final declarations, reports and invoices that accurately describe the notice
20 process, the level of participation, and actions taken to ensure that the best possible notice of the
21 Settlement was provided to Class Members. SA ¶ 9. No later than twenty-one (21) calendar days
22 following the Effective Date, the Administrator shall issue settlement payments to participating class
23 members via electronic gift card, electronic transfer service (i.e., Venmo, Paypal, or Zelle) or paper
24 check. Kane Decl., ¶ 21.

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

27 **VIII. CONCLUSION**

28 Plaintiffs respectfully request that the Court preliminarily approve the proposed Settlement,

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

7
8 Date: June 13, 2022

Respectfully submitted,

9 VALLI KANE & VAGNINI LLP


10
11 By: 
12 Sara Wyn Kane
13 *Attorneys for Plaintiffs*
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EXHIBIT A
Stipulation of Class Action and
Individual Settlement

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiffs,

vs.

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

Defendants.

) Case No.: 19STCV35156
) [Assigned to the Honorable David S.
) Cunningham, Dept. SS-11]

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

) *Complaint Filed: October 3, 2019*

[Counsel continued from previous page]

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Attorneys for Defendants, VINCE JOLIVETTE and JAY DAVIS

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

12. “Court” means the Superior Court of California for the County of Los Angeles.

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

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

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

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

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

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

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

19. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member.

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

21. “Named Plaintiffs’ Settlement Payments” means the amount of the Gross Settlement Payment allocated to settling the Named Plaintiffs’ individual claims, including attorneys’ fees of up to one third of that amount.

22. “Net Settlement Amount” means the Gross Settlement Amount less the Named Plaintiffs’ Individual Settlement Payments, Class Counsel’s Fees and Costs, Class Representative Service Awards, and Settlement Administration Costs.

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

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

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

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

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

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

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

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

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

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

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

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

any manner incidental to the matters encompassed by this Agreement are hereby waived.

Section 1542 provides as follows:

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

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

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

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

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

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

33. “Settlement” means the final and complete disposition of the Action pursuant to this Stipulation.

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

35. “Settlement Administrator” will be agreed upon by the Parties.

RECITALS

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

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

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

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

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

19 **TERMS OF SETTLEMENT**

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

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

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

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

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

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

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

5. Release of Claims.

a. Upon the date on which Defendants fully fund the settlement, the Named Plaintiffs and all Participating Class Members, and all persons or entities on whose behalf they are releasing claims, shall be deemed to have released their respective Released Claims, as defined in the Definitions, Paragraphs 29 and 30, above, against the Released Parties.

b. Upon the date on which Defendants fully fund the settlement, the Defendants and Released Parties, and all persons or entities on whose behalf they are releasing claims, shall be deemed to have released their respective Released Claims, as defined in the Definitions, Paragraphs 29 and 30 above, against the Named Plaintiffs.

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

6. Settlement Administration.

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

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

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

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

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

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

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

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

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

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

Settlement. Regardless of whether a Class Member submits a timely objection, the Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection. All Class Members who attend the Final Approval Hearing must comply with the Court's current social distancing procedures and mask mandates. At no time shall any of the Parties, Class Counsel or Defense Counsel seek to solicit or otherwise encourage or discourage Class Members to file and serve a Notice of Objection or appeal from the Final Order and Judgment.

d. Notice of Final Judgment. Class Members will receive Notice of Final Judgment either on the check itself or as part of the cover letter provided by the Claims Administrator.

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

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

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

a. Named Plaintiffs' Settlement Payments. The Named Plaintiffs'

Settlement Payments which they are receiving in exchange for full General Releases (which are separate and apart from the Named Plaintiff's Individual Settlement Payments and their Class Representative Service Awards (which come from the Common Fund) shall be paid by the Settlement Administrator from the Gross Settlement Amount. The Administrator shall pay the Named Plaintiff's Individual Settlement Payments and their Class Representative Service Awards (which come from the Common Fund) not later than fourteen (14) days after Defendants provide the Settlement Administrator with the Gross Settlement Amount. Plaintiff Sarah Tither Kaplan shall receive \$670,500 less attorneys' fees of \$223,500 (1/3 of her Settlement Payment) and Plaintiff Toni Gall shall receive \$223,500 less attorneys' fees of \$74,500 (1/3 of her Settlement Payment.) Class Counsel shall receive attorney's fees in the amount of \$298,000 (subject to Court approval).

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

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

- Master Fraud Class members: the Settlement Administrator shall divide 75% of the Net Settlement Amount by the total number of students who enrolled in any Master Class at Studio 4 in either Los Angeles or New York, to come up with a "per Master Class

enrollment” amount. Each Master Fraud Class member will receive a “per Master Class enrollment” amount for each Master Class that he or she enrolled in during the Class Period.

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

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

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

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

1 Settlement, regardless of whether they cashed or did not cash their settlement checks, shall
2 nevertheless remain bound by the Settlement.

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

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

from the Named Plaintiffs' settlements) approved by the Court. Defendants will not oppose or object to Plaintiffs' request for a total award of attorneys' fees (based on Named Plaintiff Settlement and the Common Fund) not to exceed \$744,955 and request for reimbursement of actual litigation costs estimated at this time to be approximately \$31,000.00 with an expectation that the actual litigation costs shall likely not exceed \$41,000.00. In the event the Court awards Class Counsel less than \$744,955.00 in attorneys' fees and/or less than \$41,000.00 (or whatever the actual anticipated final costs are as submitted to the Court with the Final Approval Motion) in litigation costs, the difference shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Payments. The Administrator shall pay Class Counsel any Court-approved attorneys' fees and costs not later than fourteen (14) days after Defendants provide the Settlement Administrator with the Gross Settlement Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on Class Counsel's Fees and Costs. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for Class Counsel's Fees and Costs. This Stipulation is not conditioned upon the Court awarding Class Counsel any particular amount of attorneys' fees and/or costs, unless the amount awarded is more than specified in this paragraph, in which case the Parties agree to negotiate in good faith to amend this Stipulation to address such award by the Court.

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

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

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

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

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

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

Notwithstanding the foregoing, Class Counsel may continue to undertake their full legal responsibilities as class counsel for the Class Members in disclosing to any Class Member who contacts them the terms of this Stipulation that have been disclosed to the Court. To the extent Class Counsel’s communications with any Class Member requires disclosure of Confidential Information, the Class Member to who the disclosure is to be made must first execute an agreement to be bound by the terms of this Confidentiality provision (“Confidentiality Rider”), a copy of which is attached as **Exhibit A to Exhibit 3**, and which Class Counsel shall provide to Defendants’ Counsel of record only as set forth below. The Parties agree and acknowledge that no one other than Defendants’ Counsel of record shall receive the Confidentiality Riders,

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

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

documents.

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

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

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

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

b. Dismissal of Sexual Exploitation Class Claims Without Prejudice. The Class Notice will inform the Class Members that the sexual exploitation claims are not being released or resolved as part of this Stipulation but are being dismissed without prejudice and that the statute of limitations was tolled during the pendency of this suit and remains tolled until final approval of this Stipulation is granted, and Judgment entered in this Action, or the Action

1 is dismissed. Further, via the jointly filed Motions for Preliminary and Final Approval of Class
2 Action Settlement, the Parties shall explain that the Sexual Exploitation Claims are not being
3 released, that the statute of limitations (to the extent it had not already run prior to the initiation
4 of this action) continues to be tolled until the Court grants final approval and the time for an
5 appeal has ceased, and the claims are being dismissed without prejudice.

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

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

26 f. Liquidated Damages. The Parties agree that any breach of the
27 Confidentiality and Non-Disparagement provisions of this Agreement constitutes a material
28 breach. In addition to any other damage to which the non-violating Party may be entitled to

1 recover as the result of such a breach, the Parties agree that the violating party shall be liable for
2 liquidated damages in the amount of Five Thousand Dollars (\$5,000) for each breach. Should
3 a dispute arise over whether a breach has occurred, that dispute shall be resolved by a Court of
4 competent jurisdiction.

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

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

1 direct negotiations), and then, if mediation is unsuccessful, on to confidential binding arbitration
2 with Judge Meisinger or an arbitrator the Parties choose in his stead (retired Judge only),
3 pursuant to the Signature Resolution Arbitration Rules. The parties agree to proceed with an
4 expedited process before Judge Meisinger or his designee that the Parties have agreed upon.
5 The Arbitration will take place in Los Angeles, California applying California law. California
6 Code of Civil Procedure discovery rules shall apply. The Parties are entitled to seek punitive
7 damages.

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

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

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

1 executed, except that any Settlement Administration Costs already incurred by the Settlement
2 Administrator shall be paid to the Settlement Administrator by Defendants. In the event an
3 appeal is filed from the Court's Final Order and Judgment by an objector, or any other
4 appellate review is sought, administration of the Stipulation shall be stayed pending final
5 resolution of the appeal or other appellate review. Any fees incurred by the Settlement
6 Administrator prior to it being notified of the filing of an appeal from the Court's Final Order
7 and Judgment, or any other appellate review, shall be paid to the Settlement Administrator by
8 Defendants.

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

27 12. Exhibits and Headings. The terms of this Stipulation include the terms set forth
28 in any attached Exhibits, which are incorporated by this reference as though fully set forth

herein. The exhibits to this Stipulation are an integral part of the Settlement.

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

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

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

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

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

1 construction made of this Stipulation, the same shall not be construed against any of the
2 Parties.

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

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

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

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

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

23 23. Binding Nature of Notice of Class Action Settlement. It is agreed that because
24 the Class Members are so numerous, it is impossible or impractical to have each Class
25 Member execute the Stipulation. The Class Notice shall advise all Class Members of the
26 binding nature of the Stipulation, and the release of Released Claims and shall have the same
27 force and effect as if this Stipulation were executed by each Participating Class Member.
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1 Dated: ^{09 / 21 / 2021} _____, 2021



Plaintiff Sarah Tither Kaplan

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4 Dated: ^{09 / 21 / 2021} _____, 2021



Plaintiff Toni Gaal

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7 Dated: ^{09 / 21 / 2021} _____, 2021



VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

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9
10 Dated: _____, 2021

HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

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12
13 Dated: _____, 2021

James Franco

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15 Dated: _____, 2021

Vince Jolivet

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18 Dated: _____, 2021

Jay Davis

19
20 Dated: _____, 2021

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

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27 Dated: _____, 2021

GORDON REES SCULLY MANSUKHANI, LLP

1 Dated: _____, 2021

Plaintiff Sarah Tither Kaplan

4 Dated: _____, 2021

Plaintiff Toni Gaal

7 Dated: _____, 2021

VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

10 Dated: September 30, 2021


HADSELE STORMER RENICK DAI LLP
Counsel for Plaintiffs

13 Dated: _____, 2021

James Franco

15 Dated: _____, 2021

Vince Jolivet

18 Dated: _____, 2021

Jay Davis

20 Dated: _____, 2021

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

27 Dated: _____, 2021

GORDON REES SCULLY MANSUKHANI, LLP

1 Dated: _____, 2021

Plaintiff Sarah Tither Kaplan

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Plaintiff Toni Gaal

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7 Dated: _____, 2021

VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

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10 Dated: _____, 2021

HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

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12 **9/30**
13 Dated: _____, 2021

James Franco

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Vince Jolivet

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18 Dated: _____, 2021

Jay Davis

19
20 **9/30**
21 Dated: _____, 2021

James Franco

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

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27 Dated: **9/30**, 2021

GORDON REES SCULLY MANSUKHANI, LLP

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Dated: _____, 2021

Plaintiff Sarah Tither Kaplan

Dated: _____, 2021

Plaintiff Toni Gaal

Dated: _____, 2021

VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs


Dated: _____, 2021

HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: _____, 2021

James Franco

Dated: _____, 2021



Vince Jolivet

Dated: _____, 2021

Jay Davis

Dated: _____, 2021

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

Dated: _____, 2021

GORDON REES SCULLY MANSUKHANI, LLP

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Dated: _____, 2021

Plaintiff Sarah Tither Kaplan

Dated: _____, 2021

Plaintiff Toni Gaal

Dated: _____, 2021

VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: _____, 2021

HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: _____, 2021

James Franco

Dated: _____, 2021

Vince Jolivette

Dated: _____, 2021

Jay Davis

Dated: _____, 2021

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

Dated: _____, 2021

GORDON REES SCULLY MANSUKHANI, LLP

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

Dated: September 30, 2021

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

EXHIBIT 1
(Revised
Notice)

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

THIS AFFECTS YOUR LEGAL RIGHTS; PLEASE READ CAREFULLY

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

THE LOS ANGELES SUPERIOR COURT HAS PRELIMINARILY APPROVED THIS SETTLEMENT

IF YOU WISH TO RECEIVE YOUR PORTION OF THE CLASS SETTLEMENT, YOU MUST ELECTRONICALLY SUBMIT A CLAIM FORM AS PROVIDED IN THIS NOTICE ON OR BEFORE [INSERT CLAIM SUBMISSION DEADLINE] – SUBMIT YOUR CLAIM FORM HERE [INSERT LINK]

WHAT ARE YOUR OPTIONS?

PARTICIPATE IN THE CLASS SETTLEMENT = <u>SUBMIT VALID CLAIM FORM BY [INSERT CLAIM SUBMISSION DEADLINE]</u>	The Class Settlement is to resolve certain claims pertaining to fraud relating to the enrollment and operation of Studio 4. If you wish to receive your portion of the Class Settlement, you must electronically submit a valid and timely Claim Form as provided in this notice on or before [INSERT CLAIM SUBMISSION DEADLINE] which you can do here [INSERT LINK]
EXCLUDE YOURSELF = DO NOTHING	If you do not want to participate in the Settlement and receive an Individual Settlement Payment, you do not need to take any action and you retain any rights you may have against Defendants by simply doing nothing. <u>Unless you submit a valid and timely Claim Form, you will not receive an Individual Settlement Payment, and will not release any claims you may have against Defendants.</u>
OBJECT	You may object to the settlement by first electing to become a Participating Class Member by submitting a valid and timely Claim Form, and then either (a) submitting an objection explaining why you do not agree with the Settlement, or (b) appearing at the Final Fairness Hearing to explain why you do not agree with the Settlement. The Court may or may not agree with your objection.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

1. Why Did I Get This Notice?

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

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

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

2. What Is The Lawsuit About?

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

3. What Are The Parties' Positions?

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

defense asserted by Defendants was meritorious. Nonetheless, Plaintiffs believe this is a fair and adequate settlement that is in the best interests of all Class Members.

4. Who Are Class Counsel?

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

HADSELL STORMER RENICK & DAI LLP

Dan Stormer
Tanya Sujhija-Cohen
128 N. Fair Oaks Avenue
Pasadena, CA 91103
Telephone: (626) 585-9600
dstormer@hadsellstormer.com
tanya@hadsellstormer.com

VALLI KANE & VAGNINI LLP

James A. Vagnini
Sara Wyn Kane
Monica Hincken
600 Old Country Road, Ste. 519
Garden City, New York 11530
Telephone: (516) 203-7180
jvagnini@vkvlawyers.com,
skane@vkvlawyers.com
mhincken@vkvlawyers.com

5. Do I Need to Hire an Attorney?

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

6. What Does the Settlement Provide?

Settlement Amount

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

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

The “Net Settlement Amount” is the remaining portion of the Common Fund available for distribution to Participating Class Members **who submit timely and valid Claim Forms** after deduction of the Court Approved Class Counsel’s attorneys’ fees and litigation costs, Settlement Administration Costs, and the Class Representative Service Awards.

Distribution of the Gross Settlement Amount

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

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

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

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

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

Third, the Settlement Administrator will pay itself for all reasonably incurred administration costs, including the cost of preparing and emailing this Notice, processing Claim Forms and issuing payments under the Settlement Agreement. The Court will determine the actual amount awarded. The amount shall not exceed \$79,000.00¹.

Fourth, the Settlement Administrator will allocate the remaining Net Settlement Amount² among those Class Members who submit valid and timely Claim Forms, as set forth below. .

7. How do I get a payment?

If you choose to participate in the Settlement, you must electronically sign the Claim Form by clicking through from this Notice to the website **[INSERT LINK]**, no later than **[INSERT CLAIM**

¹ See FN 2 below regarding the payment of Administrative Costs.

² 5% of the Net Settlement Amount will be set aside and held in reserve in case of late submitted but otherwise valid Claim Forms. Any portion of this Net Settlement Reserve Amount that is not claimed by Participating Class Members by **[INSERT LATE CLAIM FORM DEADLINE]** will be used to cover Administrative Costs in excess of \$16,000 (with Defendants covering any remaining balance) and any additional reserve funds shall be paid to the National Women’s Law Center.

FORM SUBMISSION DEADLINE For your information, should you have any questions about submitting your Claim Form, the Claims Administrator processing your Claim Form and maintaining the website is:

Tither-Kaplan & Gaal v. Studio 4 Class Action Claims Administration

Settlement Administrator

[insert contact info]

You will have the opportunity to provide which electronic payment method you prefer to receive your payment. Should the Court order final approval of the Settlement, the Claims Administrator will ensure that payments to Participating Class Members is electronically provided by the Participating Class Members chosen method and if no method is chosen then a gift card will be provided. It is your responsibility to submit the relevant information on the Claim Form, including the representation that you in fact took classes at Studio 4 in either New York or Los Angeles while the Studios were open; electronically sign the Claim Form and submit your Claim Form in a timely manner to the Claims Administrator to ensure that you receive your settlement payment should the Court order final approval of the Settlement. **If you do not timely submit the Claim Form you will not receive a payment.**

8. How Is My Share Calculated?

Based on the information you will confirm in your submitted Claim Form, your Individual Settlement Payment will be determined based on the following:

- For Master Class students, 75% of the Net Settlement Amount will be allocated to payment of Master Class students who submit a claim form. Each Master Class student's Individual Settlement Payment shall be the total of all tuition paid for each Master Class taken. For example, if a Master Class student enrolled in only one Master Class during the Class Period, his or her Individual Settlement Payment would be equal to the per Master Class tuition paid. If he or she enrolled in two or more Master Classes during the Class Period, his or her Individual Settlement Payment would be the total of all Master Class tuition paid. No Master Class student reimbursement shall be for more than 100% of the tuition paid for any individual Master Class. Any amount allocated towards Master Classes that is not utilized as set forth herein shall be used towards the General Class disbursements.
- For General Class students, 25% of the Net Settlement Amount (plus any residual unused Master Class allocation) will be allocated to payment of General Class students who submit a Claim Form. This allocation will be divided evenly among all students who paid monthly tuition during the Class Period and who submit a Claim Form, to come up with a "General Class tuition amount." If a General Class student also enrolled in one or more Master Classes during the Class Period, his or her Individual Settlement Payment would be the total of both the Master Class amount and the General Class tuition amount.
- Depending on the number of Participating Class Members in the General Class settlement, each Participating Class Member will receive up to four months of full monthly tuition or \$1200. Any remaining funds from the General Class settlement fund will be used to cover

Administrative Costs in excess of \$16,000 and any additional funds shall be paid to the National Women's Law Center.

- There will be no reversion of any of the Gross Settlement Amount, Common Fund or Net Settlement Amount to Defendants.

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

If you **submit a valid and timely Claim Form by clicking here [INSERT LINK]**, you will be considered a Participating Class Member, you will be represented by Class Counsel, and will have the right to recover your Individual Settlement Payment if the Settlement is approved by the Court and the Final Approval Date occurs.³ As a Participating Class Member, you will not be separately charged for the services of Class Counsel. As a Participating Class Member, you will be bound by the terms of the Settlement which will result in a release of your claims as described below under **Released Claims**.

If you do nothing, you will not be considered a Participating Class Member. You will not receive an Individual Settlement Payment, and you will not release any of the **Released Claims**.

10. When Would I Get My Payment?

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

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

Within **40** days of the Final Approval Date, the Settlement Administrator shall issue Individual Settlement Payments to Participating Class Members via electronic gift card unless a Participating Class Member elects an alternative electronic payment method made available to them. Any portion of the Reserve Fund that is not distributed to Participating Class Members (who submitted excusably late forms) shall be utilized to pay the outstanding portion for the Claims Administrators

³ "Final Approval Date" mean the latest of the following dates: (i) if no Class Member intervenes in the Action nor files an objection to the Settlement on or prior to the Court entering an order granting final approval of the Settlement, then the date the Court enters an order granting final approval of the Settlement; or (ii) if there is any objection to the settlement by an intervenor on or prior to the Court entering an order granting final approval of the Settlement, then on the date of final resolution of that intervenor's objection (including any appeal) resulting in final judicial approval of the Settlement.

costs and if any monies remain they shall be delivered to the National Women's Law Center. The failure by a Participating Class Member to claim or use any payment issued by the Settlement Administrator shall have no effect on that Participating Class Member's release of all Released Claims as set forth herein and on the submitted Claim Form.

Released Claims

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

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

11. How Do I Exclude Myself from the Settlement?

If you do not wish to participate in the Settlement, you need not do anything. If you do not submit a valid and timely Claim Form, you will not be considered a Participating Class Member and you will be excluded from the Settlement. You will not receive an Individual Settlement Payment and you will not release the Released Claims set forth in Section 10, above.

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

If you wish to object or otherwise be heard concerning this Settlement, you need to submit a valid and timely, Claim Form and provide the Settlement Administrator with written notice of your intent to object to or comment on this Settlement. To be considered timely, the notice must be served on the Settlement Administrator no later than _____. The date of the postmark on the envelope or the date the email or fax was sent shall be the exclusive means used to determine whether the objection has been timely submitted.

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

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

Regardless of whether you submitted a timely objection, the Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection. All Class Members who attend the Final Approval Hearing must comply with the Court's current social distancing procedures. As of the date this Notice received court approval, there are no longer social distancing requirements in the courthouse.

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

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

13. How Do I Get Additional Information?

As a Participating Class Member, if you have a different email address than the one we initially emailed or if you move or change your address after providing us with your address, and you want to continue to receive information and /or your Individual Settlement Payment at your new email address, you must send notice of your change to the Settlement Administrator.

This Notice is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the Joint Stipulation of Settlement and Release, which is on file with the Clerk of the Court, Case No. 19STCV35156, Los Angeles County Superior Court, 312 North Spring Street, Los Angeles, CA 90012 or go on line at <http://openaccess.sb->

court.org/OpenAccess/CIVIL/ and follow the instructions using the case name and number identified above. You may also contact the Settlement Administrator at [REDACTED] and/or Class Counsel listed in Section 4.

14. *Important Deadlines*

The deadline to submit

- Valid Claim Form
- Notice of Objection to Settlement.

is [REDACTED]

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

UNIQUE ID [REDACTED]

CLAIM FORM

***Sarah Tither-Kaplan, Toni Gaal, et al. v. James Franco, Vince Jolivette, Jay Davis;
Rabbitbandini Productions; Rabbitbandini Productions, LLC; Rabbitbandini Films, LLC;
Dark Rabbit Productions, LLC; and Rabbitbandini Productions Studio 4, LLC***
Los Angeles Superior Court, Case No. 19STCV35156

THE SETTLEMENT ADMINISTRATOR FOR THIS CASE IS:

Settlement Administrator

[insert mail, telephone and e-mail addresses]

INSTRUCTIONS: To receive a payment under the Settlement as described in the Notice you received via email (which you can also access on this website at **[INSERT LINK to NOTICE on Website]**), you must timely submit your Confirmation of Class Membership and Acknowledgement of Settlement and Release below to the Claims Administrator.

Electronically submit this Claim Form by pressing submit below:

**DEADLINE: YOUR CLAIM FORM MUST BE SUBMITTED ON OR BEFORE
[INSERT DATE] TO BE ELIGIBLE FOR PAYMENT.**

Confirmation of Class Membership. I declare that the following is true and correct (mark all that apply)

☐ I paid tuition for at least one month at Studio 4, either in Los Angeles, California or New York, New York; and/or

☐ I paid tuition for one or more Master Class(es) at Studio 4, either in Los Angeles, California or New York, New York.

Allocation of Settlement Payment. I understand that the settlement proceeds will be apportioned among class members based on the allocation set forth in the Notice which I have reviewed and understand

Acknowledgment of Consent and Release. I have received notice of the Settlement in this case and I am a member of one or both of the classes described in the Notice and this Claim Form. I understand that my return of this Claim Form does not guarantee that I will receive a Settlement

Payment, or the amount of any such Settlement Payment. I agree that if I do receive a Settlement Payment then I will be releasing all of the claims, known or unknown, as stated in the Settlement and the Class Notice. I submit to the jurisdiction of the Superior Court of California, in and for the County of Los Angeles, with respect to my claim and for purposes of enforcing the release of claims stated in the Settlement Agreement. I am aware that I can obtain a copy of the Settlement Agreement by requesting viewing it on the website [INSERT LINK TO WEBSITE] or receive a copy from the Settlement Administrator at [REDACTED].

QUESTIONS ABOUT SETTLEMENT: If you have questions regarding the Settlement or its distribution, please contact Plaintiff's Counsel as set forth in the Notice.

☐ **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.**

Dated: _____

Signature: _____

Should the Court grant Final Approval of the Settlement, I understand that within [REDACTED] days, the Claims Administrator will send me an electronic payment. I chose the following checked method to receive my Individual Settlement Payment:

____ Gift Card [INSERT UPDATED EMAIL ADDRESS]

____ Electronic Transfer Service (ie Zelle, Venmo, Paypal).

My contact information for Venmo is [INSERT VENMO NAME]

My contact information for Zelle is [INSERT TELEPHONE #, ACCOUNT NAME ETC]

____ My Paypal information is [INSERT INFORMATION FOR PAYPAL]

____ Physical Check mailed to me at [INSERT ADDRESS]

I UNDERSTAND THAT IF I DO NOT CHOOSE ONE OF THE ABOVE OPTIONS AN ELECTRONIC GIFT CARD WILL BE EMAILED TO ME AT THE EMAIL ADDRESS PROVIDED ABOVE.

OPTIONAL INFORMATION YOU MAY PROVIDE TO ENABLE THE CLAIMS ADMINSTRATOR TO CONFIRM YOUR CONTACT INFORMATION:

CLEARLY PRINT THE INFORMATION BELOW SO YOUR CLAIM CAN BE PROCESSED:

This information will be used to confirm you are properly a member of the Class, confirm the proper email address and/or information necessary to process your payment, if any, and to communicate with you if any problems arise with your claim.

Name (first, middle, and last): _____

Address: _____

City, State, and ZIP code: _____, _____ - _____

Email Address: _____@_____.

Telephone Number: (____) _____ - _____

EXHIBIT 2
(Proposed Order)

Dan Stormer, Esq. [S.B. #101967]
Tanya Sukhija-Cohen, Esq. [S.B. #295589]
HADSELL STORMER RENICK & DAI LLP
128 N. Fair Oaks Avenue
Pasadena, California 91103
Telephone: (626) 585-9600
Facsimile: (626) 577-7079
dstormer@hadsellstormer.com
tanya@hadsellstormer.com

James A. Vagnini, Esq., *pro hac vice*
Sara Wyn Kane, Esq., *pro hac vice*
Monica Hincken, Esq., *pro hac vice*
VALLI KANE & VAGNINI LLP
600 Old Country Road, Ste. 519
Garden City, New York 11530
Telephone: (516) 203-7180
Facsimile: (516) 706-0248
jvagnini@vkvlawyers.com, skane@vkvlawyers.com
mhincken@vkvlawyers.com

Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiffs,

v.

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

Defendants.

Case No. 19STCV35156

[Assigned to the Hon. David S. Cunningham –
Dept. 11 – Spring Street Courthouse]

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

Date: TBD
Time: TBD
Dept: 11

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

[REVISED PROPOSED] ORDER

The Renewed Motion for Preliminary Approval of Class Action Settlement (“Motion”) by Plaintiffs Sarah Tither-Kaplan and Toni Gaal (“Plaintiffs”) came on for hearing on _____, 2022 in Department 11 of the Superior Court of California for the County of Los Angeles, the Honorable David S. Cunningham presiding.

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

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

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

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

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

1. The Court's tentative ruling was posted on the Los Angeles Superior Court website in advance of the hearing, attached hereto as Exhibit A. After consideration of all documents filed and oral argument, the Court adopts the tentative as the order of the Court.

2. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement and Amendment, attached as Exhibits A and B to the Renewed Motion for Preliminary Approval of Settlement.

3. The settlement appears to be in the range of reasonableness of a settlement that could ultimately be granted final approval by the Court. The Court preliminary finds that the Settlement is fair, just, reasonable, and adequate, and therefore preliminarily approves the Settlement as set forth in the Settlement Agreement, subject to further consideration by the Court at the time of the Final Fairness Hearing. The Court finds on a preliminary basis that the proposed settlement has been reached as the result of lengthy, intensive, and non-collusive arm's length negotiations. It further appears that the parties engaged in extensive mediation and negotiation such that counsel for the parties at this time are able to evaluate reasonably their respective positions.

4. The Court grants conditional class certification for settlement purposes as defined in the Settlement Agreement.

5. The Court finds on a preliminary basis that Valli Kane & Vagnini LLP and Hadsell Stormer Renick & Dai LLP have significant experience in class action litigation and are preliminary appointed as Class Counsel for purposes of this settlement.

1 6. The Court preliminary appoints Named Plaintiffs Sarah Tither-Kaplan and Toni Gaal as
2 Class Representatives.

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

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

8 9. A Final Fairness Hearing and Motion for Final Approval of Settlement shall be held before
9 this Court on _____ at 10:00 a.m. before the Honorable David. S. Cunningham in Department 11 of
10 the Superior Court of California, Los Angeles, located at 111 North Spring Hill Street, Los Angeles,
11 California to determine: (a) whether the proposed settlement should be given final approval as fair, just
12 and reasonable; (b) whether a Final Order and Final Judgment should be entered; and (c) whether Class
13 Counsel's application for attorneys' fees and expenses and Class Representatives' request for service
14 payments to be paid from the Common Fund shall be approved.

15 10. The form, manner and content of the Notice Packet, attached to the the Settlement
16 Agreement, respectively, will provide the best notice practicable to the Class and constitutes valid and
17 sufficient notice to all Class Members, and fully complies with California Code of Civil Procedure section
18 382, California Code of Civil Procedure section 1781, the Constitution of the State of California, the
19 Constitution of the United States, and other applicable law.

20 11. The Settlement Administrator shall disseminate the Notice Packet, as provided in the
21 Settlement Agreement and Amendment to the Settlement Agreement (attached as Exhibit 1 to the
22 Settlement Agreement). The Notice Packet shall be emailed to the Putative Class Members within seven
23 (7) days after the entry of this Court's Order of Preliminary Approval: _____.

24 12. Class Members shall have sixty (60) days to submit a valid Claim Form (with additional
25 time should a Notice Packet need to be re-emailed due to defective e-mail address) as set forth more fully
26 in the Settlement Agreement and the Amendment to the Settlement Agreement.

27 13. Thirty (30) calendar days after the Settlement Administrator sends the initial e-mail to
28 Class Members, the Settlement Administrator shall send a reminder e-mail and text message (for those

Class Members for whom the Parties have telephone numbers) to all Class Members who do not respond to the initial e-mail and Class Notice, reminding them of the need to submit a valid Claim Form to receive payment under the Settlement Agreement.

14. Any Class Member who wishes to object must: provide the Settlement Administrator with written notice of your intent to object or comment to this Settlement. To be considered timely, the notice must be served on the Settlement Administrator no later than _____. The date of the postmark on the envelope or the date the email was sent shall be the exclusive means used to determine whether the objection has been timely submitted. The notice must set forth any and all objections/comments to this Settlement and include any supporting papers and arguments.

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

16. Regardless of whether a Class Member submits a timely objection, the Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection. All Class Members who attend the Final Approval Hearing must comply with the Court's current social distancing procedures and mask mandates.

17. Only those Class Members who acknowledge receipt of the Notice Packet and affirmatively accept the settlement payment will release claims against Defendants.

18. Within 95 calendar days after the Order of Preliminary Approval, Class Counsel will file a Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees and Costs.

19. Any motion for final approval of the Settlement and motion for attorneys' fees and response to any objections shall be filed sixteen (16) court days prior to the Final Fairness Hearing, by _____

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

21. Within 21 days of the Final Approval Date, the Settlement Administrator shall issue Claim Amounts to Participating Class Members via electronic gift card, electronic transfer service or paper

1 check. If the Participating Class Member to whom the undeposited check is issued does not contact Class
2 Counsel or the Settlement Administrator concerning his or her settlement payment within such 180 days
3 of issuance of the payment, funds from undeposited checks will be held by the Settlement Administrator
4 for the cy pres recipient and distributed according to the Court's procedures.

5 22. The parties and the Court will comply with the California Code of Civil Procedure section
6 384's amended provisions with regard to cy pres recipients. Within 200 days of issuance of the checks,
7 the parties shall file a report with the Court, and/or file a declaration by Settlement Administrator, with
8 the total amount that was actually paid to the class members.

9 23. Thirty (30) days after the final report is filed with the Court, the parties shall prepare and
10 file a stipulation and proposed order and Proposed Amended Judgment. The stipulation and proposed
11 order shall include, inter alia, the amount of the distribution of unpaid cash residue, and unclaimed or
12 abandoned funds to the non-party, the accrued interest on that sum and any other information required to
13 be set forth pursuant to Section 68520 of the Government Code, as incorporated into California Code of
14 Civil Procedure section 384.5. The stipulation shall be signed by counsel for the class, defendants'
15 counsel and counsel for (or an authorized representative of) the non-party ("cy pres") recipient. The
16 stipulation shall include a statement to the effect that all interested persons are in accord with the amended
17 judgment and have no objection to the entry of an amended judgment. If there are objections by any
18 party, class counsel shall immediately notify the court and the matter will be set for further hearing. After
19 the stipulation and proposed order and Proposed Amended Judgment are received, the court shall amend
20 the judgment to direct the defendant to pay the sum of the undeposited class member funds, plus any
21 interest that has accrued thereon, to the cy pres recipient, National Women's Law Center. Pursuant to
22 California Code of Civil Procedure section 384.5, a conformed copy of the stipulation and order and
23 amended judgment (once signed by the Court) shall be forwarded by class council to the Judicial Council
24 of California.

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

28 IT IS FURTHER ORDERED that if for any reason the Court does not grant final approval of the

EXHIBIT 3

(MOU)

MEMORANDUM OF UNDERSTANDING RE NON-ECONOMIC TERMS

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

NOW, THEREFORE, the Parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

5.

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6.

A large rectangular area of text is completely redacted with black ink, covering approximately 10 lines of text.

[REDACTED]

7. [REDACTED]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: _____

By: _____
Sarah Tither-Kaplan

Dated: _____

By: _____
Toni Gaal

Dated: _____

By: _____
VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
James Franco

Dated: 1/20/21

By: 
Vince Jolivet

Dated: _____

By: _____
Jay Davis

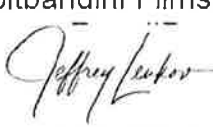
Dated: _____

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

Dated: 1/21/21

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

Dated: 01/21/2020

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

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

Dated: _____

By: _____
Sarah Tither-Kaplan

Dated: _____

By: _____
Toni Gaal

Dated: _____

By: _____
VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
James Franco

Dated: _____

By: _____
Vince Jolivette

Dated: 1-18-21

By: 
Jay Davis

Dated: _____

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

Dated: _____

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

Dated: _____

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

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

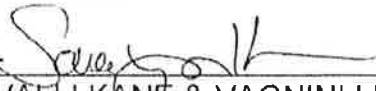
Dated: 1-8-21

By: 
Sarah Tither-Kaplan

Dated: _____

By: _____
Toni Gaal

Dated: 1-8-21

By: 
VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
James Franco

Dated: _____

By: _____
Vince Jolivette

Dated: _____

By: _____
Jay Davis

Dated: _____

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

Dated: _____

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

Dated: _____

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

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

Dated: _____

By: _____
Sarah Tither-Kaplan

Dated: 1/8/21

By: Toni Gaal
Toni Gaal

Dated: _____

By: _____
VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
James Franco

Dated: _____

By: _____
Vince Jolivet

Dated: _____

By: _____
Jay Davis

Dated: _____

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

Dated: _____

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

Dated: _____

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

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

Dated: 1-8-21

By: 
Sarah Tilher-Kaplan

Dated: _____

By: _____
Toni Gaal

Dated: 1-8-21

By: 
VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
HARSELL STORMER RENNER DAI LLP
Counsel for Plaintiffs

Dated: _____

By: 
James Franco

Dated: _____

By: _____
Vince Jolivet

Dated: _____

By: 
Jay Davis

Dated: _____

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

Dated: _____

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

Dated: _____

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

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

Dated: _____

By: _____
Sarah Tither-Kaplan

Dated: _____

By: _____
Toni Gaal

Dated: _____

By: _____
VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: 01/13/2021

By: _____
HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: _____

By: _____
James Franco

Dated: _____

By: _____
Vince Jolivette

Dated: _____

By: _____
Jay Davis

Dated: _____

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

Dated: _____

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

Dated: _____

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

EXHIBIT A

AGREEMENT TO MAINTAIN CONFIDENTIALITY OF INFORMATION

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

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

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

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

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

Dated; _____

Signature: _____

EXHIBIT B

Amendment to Settlement Agreement

AMENDMENT TO STIPULATION OF CLASS ACTION AND INDIVIDUAL SETTLEMENT

This Amendment to the Stipulation of Class Action and Individual Settlement (“Amendment”) is entered into as of this 9th day of June, 2022 (the “Effective Date”) between Plaintiffs Sarah Tither-Kaplan and Toni Gaal (together “Plaintiffs”) individually and on behalf of all others similarly situated, on the one hand, and Defendants James Franco, Vince Jolivet, Jay Davis, Rabbitbandini Productions, Rabbitbandini Productions, LLC, Rabbitbandini Films, LLC, Dark Rabbit Productions, LLC, Rabbitbandini Productions Studio 4, LLC (collectively “Defendants”), on the other hand, each of which is a “Party” and collectively the “Parties” with respect to the following facts:

Recitals

WHEREAS, the Parties entered into the Stipulation of Class Action and Individual Settlement (the “Settlement Agreement”) on or about June 21, 2021;

WHEREAS, as part of the Settlement Agreement, after the Court granted Preliminary Approval of the Settlement Agreement, Defendants were required to use their best efforts to provide the settlement administrator with contact information for the class members, including addresses and telephone numbers (if possible);

WHEREAS, due to the passage of time, damage to computer hard drives, and imperfect record keeping, Defendants were unable to locate addresses or telephone numbers for a vast majority of the class members, and instead were only able to locate e-mail addresses for most class members;

WHEREAS, this lack of usable contact information has forced the Parties to convert the settlement from an “opt-out” settlement to an “opt-in” or “claims made” settlement wherein class members will only receive a settlement payment if they respond to the class notice and confirm their eligibility for a portion of the Class Settlement.

NOW, THEREFORE, in consideration of the mutual representations and warranties and releases set forth herein, as well as those contained in the Settlement Agreement, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereby agree to amend certain aspects of the Settlement Agreement which shall be deemed incorporated into the Settlement Agreement, as follows:

TERMS OF AMENDMENT

1. Recitals. The Recitals are true and accurate and are incorporated into the Amendment.

2. Definition Revisions:

“Class Notice” (definition number 6) shall be amended to reflect the method of distribution, set

forth more fully below.

“Notice Packet” (definition number 24) shall be amended to mean “the packet of documents, which shall be emailed to all Class Members by the Settlement Administrator, including the Revised Class Notice and the Claim Form.”

“Participating Class Members” (definition number 25) shall now mean “the Named Plaintiffs and all other Class Members who submit a valid Claim Form.”

“Response Deadline” (definition number 32) shall be amended to mean “the date sixty (60) days after the Settlement Administrator e-mails the Notice Packets to Class Members and the last date on which Class Members may submit a valid Claim Form or object to the Settlement (with additional time should a Notice Packet need to be re-emailed due to defective e-mail address).

3. **Preliminary Approval of Settlement.** Paragraph 4 of the Settlement Agreement is hereby revised to provide the following: Pursuant to the Court’s most recent Order, on or before June 10, 2022 the Parties shall jointly file a motion requesting the Court to enter a new Preliminary Approval Order, thereby conditionally certifying the revised process for the Fraud Class for settlement purposes only and setting a Final Approval Hearing date. Should the Parties fail to jointly file the new Preliminary Approval Motion by June 10, 2022, the Parties shall work diligently to do so within the revised time frame as set forth by the Court or within one week, whichever is shorter.

4. **Settlement Administration.** Paragraph 6 of the Settlement Agreement is hereby revised to provide the following:

- a. Defendants have provided the Settlement Administrator with a list of all contact information for class members in their possession, custody, or control, including e-mail addresses, mailing addresses, and telephone numbers.
- b. Class Counsel have provided the Settlement Administrator with a list of all contact information for class members in their possession, custody, or control, including email addresses, mailing addresses, and telephone numbers.
- c. Defendants have provided the Settlement Administrator with a list of which Class Members were enrolled in each Master Class during the Class Period.
- d. The Settlement Administrator will use the e-mails provided by Defendants to send the Revised Class Notice and Claim Form (attached hereto as **Exhibits A and B**, respectively) to the Class Members via electronic mail within seven (7) calendar days of the Court granting Preliminary Approval

of the Amended Settlement and will use the cell phone numbers provided by Defendants and Class Counsel to send text messages advising the recipient to check their e-mail or respond to the text if they do not receive the email. If any of the e-mails are bounced back as invalid, the Settlement Administrator shall make reasonable attempts to obtain updated e-mail addresses for such class members. If a postal address and/or phone number has been provided by Defendants or Class Counsel for a potential Class Member who cannot be reached via e-email, the Settlement Administrator will attempt to reach the Class Member through those means.

i. Thirty (30) calendar days after the Settlement Administrator sends the initial e-mail to Class Members, the Settlement Administrator shall send a reminder e-mail and text message to all Class Members who do not respond to the initial e-mail and Class Notice, reminding them of the need to submit a valid Claim Form to receive payment under the Settlement Agreement. This reminder e-mail shall state: “On _____, 2022, you received a Notice Packet relating to the Class Action Settlement in the matter of *Tither-Kaplan v. Franco, et. al* based on your prior enrollment at Studio 4. This is a reminder that in order to receive a settlement under the Settlement Agreement, you must submit a valid Claim Form. The Claim Form was attached to the original e-mail that was sent to you. You are encouraged to submit a Claim Form to participate in the settlement. If you have questions or need another copy of the Notice Packet or Claim Form, please log onto this website [website information will be inserted here] and/or contact the settlement administrator at _____. If the Defendants have provided a telephone number to the Claims Administrator for a Class Member who did not respond to the initial e-mail and Class Notice, that Class Member will receive a robocall informing them of the process to receive a settlement.

- e. Determination of Individual Settlement Payments – the calculation of each class member’s Individual Settlement Payment shall be determined based on the formula set forth in Section 8 of the Revised Class Notice (**Exhibit A**).
- f. Exclusions – As set forth in the Revised Class Notice, Class Members will be excluded from the Settlement Agreement if they fail to submit a valid Claim Form.
- g. Objections – The process for objecting to the Settlement Agreement shall be as set forth in Section 12 of the Revised Class Notice.

5. Monitoring and Reviewing Settlement Administration. Defendants shall provide the Settlement Administrator with a chart of who attended which Master Classes and this

information shall be used to assist in verifying claims by Class Members as to which Master Classes they were enrolled in.

6. Cap on Class Member Recovery. Master Class Members' recovery shall be limited to the full amount the Class Member paid in tuition for all Master Classes for which the Class Member enrolled (separate from any amounts that the Class Member may have paid in tuition for general classes). General Class Members shall recover no more than \$1,200 (4 months of tuition).

7. Use of Unclaimed Funds. Any portion of the Net Settlement Amount allocated for payment of the Master Class Members that is unclaimed by Master Class Members shall be transferred to the funds being paid to the General Class Members. Any unclaimed portion of the Net Settlement Amount allocated for payment of the General Class Members (including any unclaimed portion of the Master Class settlement payments) shall go first to pay any claims administration costs above the \$16,000 previously agreed to, and any remainder shall be paid to the National Women's Law Center. Such payment to the National Women's Law Center shall be anonymous, with no reference to the case name or the names of the parties.

8. Distribution of Settlement Funds. The distribution of the Gross Settlement Amount is set forth in Section 6 of the Revised Class Notice. 5% of the Net Settlement Amount shall initially be withheld from distribution to allow for the possibility of late-submitted Claim Forms. Any amount of this Net Settlement Reserve Amount that is not claimed by Class Members by one hundred eighty (180) calendar days after expiration of the Claim Period will first be used to pay any costs of settlement administration beyond the \$16,000 originally agreed to by the Parties, and any remainder shall be paid to the National Women's Law Center. Such payment to the National Women's Law Center shall be anonymous, with no reference to the case name or the names of the parties. If there are not enough funds remaining in the reserve fund to cover any or all of the administrative costs, Defendants will individually and collectively be responsible for covering any remaining costs.

a. Participating Class Members shall have the option of receiving their payment by either: (i) electronic gift card; (ii) electronic transfer service [i.e. Zelle, Venmo, and Paypal]; or (iii) physical check.

b. Participating Class Members who do not express a preference as to how they will receive their settlement payment shall receive payment via electronic gift card.

c. Since physical checks are not being sent to all Participating Class Members, Participating Class Members shall be acknowledging their Released Claims when they submit their Claim Form electronically.

9. Settlement Administration Costs. Due to the implementation of the newly revised Notice and Claim Form Process, the Settlement Administration costs which were originally estimated not to exceed \$16,000 are now estimated to be approximately \$80,000.00. If there are any unclaimed funds and/or excess funds (as set forth more fully herein and in the Notice) it shall go towards the difference in the Claims Administration costs. However, if there

are no excess funds, Defendants are responsible for ensuring that the Claims Administrator is paid in full.

10. Time Frame Post Notice. Throughout the Notice Period, the Parties shall get updated data regarding who has submitted claim forms. Ten days after the Response Deadline, the Claims Administrator shall provide settlement calculations to the parties for review as well as inform the parties as to any objections. The Parties shall then have five days to review and approve the calculations. Defendants' right to revoke the settlement as set forth in paragraph 6b of the Settlement Agreement is herein revoked. Within Fifteen days thereafter (or 97 days after the Order of Preliminary Approval) Plaintiff will file their Motion for Final Approval of Class action Settlement and Motion for Attorney's fees and Costs. Sixteen Court days thereafter (113 days after Order of Preliminary Approval) or at a date determined by the Court, the Final Approval Hearing shall take place. The remainder of the timeline shall remain consistent with the Settlement Agreement.

11. All Other Terms Remain Unchanged. With the exception of that which is set forth herein, as well as any modification that is necessary to accomplish the terms of this Amendment, all other terms of the Settlement Agreement shall remain unchanged and enforceable.

Dated: June 9th, 2022



Plaintiff Sarah Tither Kaplan

Dated: _____, 2022

Plaintiff Toni Gaal

Dated: June 10, 2022


VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: _____, 2021



HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: _____, 2021

James Franco

Dated: _____, 2021

Vince Jolivet

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11. All Other Terms Remain Unchanged. With the exception of that which is set forth herein, as well as any modification that is necessary to accomplish the terms of this Amendment, all other terms of the Settlement Agreement shall remain unchanged and enforceable.

Dated: _____, 2022

Plaintiff Sarah Tither Kaplan

Dated: _____, 2022

Plaintiff Toni Gaal

Dated: _____, 2022

VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: _____, 2021

HADSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: _____, 2021

James Franco

Dated: _____, 2021

Vince Jolivette

inform the parties as to any objections. The Parties shall then have five days to review and approve the calculations. Defendants' right to revoke the settlement as set forth in paragraph 6b of the Settlement Agreement is herein revoked. Within Fifteen days thereafter (or 97 days after the Order of Preliminary Approval) Plaintiff will file their Motion for Final Approval of Class action Settlement and Motion for Attorney's fees and Costs. Sixteen Court days thereafter (113 days after Order of Preliminary Approval) or at a date determined by the Court, the Final Approval Hearing shall take place. The remainder of the timeline shall remain consistent with the Settlement Agreement.

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Dated: _____, 2022

Plaintiff Sarah Tither Kaplan

Dated: _____, 2022

Plaintiff Toni Gaal


Dated: _____, 2022

VALLI KANE & VAGNINI LLP
Counsel for Plaintiffs

Dated: _____, 2021

HADSSELL STORMER RENICK DAI LLP
Counsel for Plaintiffs

Dated: 6/13/22, 2021



James Franco

Dated: 6/12/22, 2021



Vince Jolivet

Dated: 6/11/22, 2021



Jay Davis

Dated: 6/13/22, 2021



Jay Davis



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

Productions

Dated: 6/13/22, ~~xxx~~



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

LLC,
RabbitBandini

Dated: 6/12/22, 2021



MANNING & KASS ELLROD,
TRESTER LLP
Counsel for Defendants Vince Jolivet and

RAMIREZ,

1198606/59094505v.1
1198606/59094505v.1

Amendment to Stipulation of Class Action and
Individual Settlement Agreement

Ex. A

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

THIS AFFECTS YOUR LEGAL RIGHTS; PLEASE READ CAREFULLY

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

THE LOS ANGELES SUPERIOR COURT HAS PRELIMINARILY APPROVED THIS SETTLEMENT

IF YOU WISH TO RECEIVE YOUR PORTION OF THE CLASS SETTLEMENT, YOU MUST ELECTRONICALLY SUBMIT A CLAIM FORM AS PROVIDED IN THIS NOTICE ON OR BEFORE [INSERT CLAIM SUBMISSION DEADLINE] – SUBMIT YOUR CLAIM FORM HERE [INSERT LINK]

WHAT ARE YOUR OPTIONS?

PARTICIPATE IN THE CLASS SETTLEMENT = <u>SUBMIT VALID CLAIM FORM BY [INSERT CLAIM SUBMISSION DEADLINE]</u>	The Class Settlement is to resolve certain claims pertaining to fraud relating to the enrollment and operation of Studio 4. If you wish to receive your portion of the Class Settlement, you must electronically submit a valid and timely Claim Form as provided in this notice on or before [INSERT CLAIM SUBMISSION DEADLINE] which you can do here [INSERT LINK]
EXCLUDE YOURSELF = DO NOTHING	If you do not want to participate in the Settlement and receive an Individual Settlement Payment, you do not need to take any action and you retain any rights you may have against Defendants by simply doing nothing. <u>Unless you submit a valid and timely Claim Form, you will not receive an Individual Settlement Payment, and will not release any claims you may have against Defendants.</u>
OBJECT	You may object to the settlement by first electing to become a Participating Class Member by submitting a valid and timely Claim Form, and then either (a) submitting an objection explaining why you do not agree with the Settlement, or (b) appearing at the Final Fairness Hearing to explain why you do not agree with the Settlement. The Court may or may not agree with your objection.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

1. Why Did I Get This Notice?

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

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

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

2. What Is The Lawsuit About?

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

3. What Are The Parties' Positions?

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

defense asserted by Defendants was meritorious. Nonetheless, Plaintiffs believe this is a fair and adequate settlement that is in the best interests of all Class Members.

4. Who Are Class Counsel?

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

HADSELL STORMER RENICK & DAI LLP

Dan Stormer
Tanya Sujhija-Cohen
128 N. Fair Oaks Avenue
Pasadena, CA 91103
Telephone: (626) 585-9600
dstormer@hadsellstormer.com
tanya@hadsellstormer.com

VALLI KANE & VAGNINI LLP

James A. Vagnini
Sara Wyn Kane
Monica Hincken
600 Old Country Road, Ste. 519
Garden City, New York 11530
Telephone: (516) 203-7180
jvagnini@vkvlawyers.com,
skane@vkvlawyers.com
mhincken@vkvlawyers.com

5. Do I Need to Hire an Attorney?

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

6. What Does the Settlement Provide?

Settlement Amount

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

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

The “Net Settlement Amount” is the remaining portion of the Common Fund available for distribution to Participating Class Members **who submit timely and valid Claim Forms** after deduction of the Court Approved Class Counsel’s attorneys’ fees and litigation costs, Settlement Administration Costs, and the Class Representative Service Awards.

Distribution of the Gross Settlement Amount

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

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

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

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

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

Third, the Settlement Administrator will pay itself for all reasonably incurred administration costs, including the cost of preparing and emailing this Notice, processing Claim Forms and issuing payments under the Settlement Agreement. The Court will determine the actual amount awarded. The amount shall not exceed \$79,000.00¹.

Fourth, the Settlement Administrator will allocate the remaining Net Settlement Amount² among those Class Members who submit valid and timely Claim Forms, as set forth below. .

7. How do I get a payment?

If you choose to participate in the Settlement, you must electronically sign the Claim Form by clicking through from this Notice to the website **[INSERT LINK]**, no later than **[INSERT CLAIM**

¹ See FN 2 below regarding the payment of Administrative Costs.

² 5% of the Net Settlement Amount will be set aside and held in reserve in case of late submitted but otherwise valid Claim Forms. Any portion of this Net Settlement Reserve Amount that is not claimed by Participating Class Members by **[INSERT LATE CLAIM FORM DEADLINE]** will be used to cover Administrative Costs in excess of \$16,000 (with Defendants covering any remaining balance) and any additional reserve funds shall be paid to the National Women’s Law Center.

FORM SUBMISSION DEADLINE For your information, should you have any questions about submitting your Claim Form, the Claims Administrator processing your Claim Form and maintaining the website is:

Tither-Kaplan & Gaal v. Studio 4 Class Action Claims Administration

Settlement Administrator

[insert contact info]

You will have the opportunity to provide which electronic payment method you prefer to receive your payment. Should the Court order final approval of the Settlement, the Claims Administrator will ensure that payments to Participating Class Members is electronically provided by the Participating Class Members chosen method and if no method is chosen then a gift card will be provided. It is your responsibility to submit the relevant information on the Claim Form, including the representation that you in fact took classes at Studio 4 in either New York or Los Angeles while the Studios were open; electronically sign the Claim Form and submit your Claim Form in a timely manner to the Claims Administrator to ensure that you receive your settlement payment should the Court order final approval of the Settlement. **If you do not timely submit the Claim Form you will not receive a payment.**

8. How Is My Share Calculated?

Based on the information you will confirm in your submitted Claim Form, your Individual Settlement Payment will be determined based on the following:

- For Master Class students, 75% of the Net Settlement Amount will be allocated to payment of Master Class students who submit a claim form. Each Master Class student's Individual Settlement Payment shall be the total of all tuition paid for each Master Class taken. For example, if a Master Class student enrolled in only one Master Class during the Class Period, his or her Individual Settlement Payment would be equal to the per Master Class tuition paid. If he or she enrolled in two or more Master Classes during the Class Period, his or her Individual Settlement Payment would be the total of all Master Class tuition paid. No Master Class student reimbursement shall be for more than 100% of the tuition paid for any individual Master Class. Any amount allocated towards Master Classes that is not utilized as set forth herein shall be used towards the General Class disbursements.
- For General Class students, 25% of the Net Settlement Amount (plus any residual unused Master Class allocation) will be allocated to payment of General Class students who submit a Claim Form. This allocation will be divided evenly among all students who paid monthly tuition during the Class Period and who submit a Claim Form, to come up with a "General Class tuition amount." If a General Class student also enrolled in one or more Master Classes during the Class Period, his or her Individual Settlement Payment would be the total of both the Master Class amount and the General Class tuition amount.
- Depending on the number of Participating Class Members in the General Class settlement, each Participating Class Member will receive up to four months of full monthly tuition or \$1200. Any remaining funds from the General Class settlement fund will be used to cover

Administrative Costs in excess of \$16,000 and any additional funds shall be paid to the National Women's Law Center.

- There will be no reversion of any of the Gross Settlement Amount, Common Fund or Net Settlement Amount to Defendants.

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

If you **submit a valid and timely Claim Form by clicking here [INSERT LINK]**, you will be considered a Participating Class Member, you will be represented by Class Counsel, and will have the right to recover your Individual Settlement Payment if the Settlement is approved by the Court and the Final Approval Date occurs.³ As a Participating Class Member, you will not be separately charged for the services of Class Counsel. As a Participating Class Member, you will be bound by the terms of the Settlement which will result in a release of your claims as described below under **Released Claims**.

If you do nothing, you will not be considered a Participating Class Member. You will not receive an Individual Settlement Payment, and you will not release any of the **Released Claims**.

10. When Would I Get My Payment?

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

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

Within **40** days of the Final Approval Date, the Settlement Administrator shall issue Individual Settlement Payments to Participating Class Members via electronic gift card unless a Participating Class Member elects an alternative electronic payment method made available to them. Any portion of the Reserve Fund that is not distributed to Participating Class Members (who submitted excusably late forms) shall be utilized to pay the outstanding portion for the Claims Administrators

³ "Final Approval Date" mean the latest of the following dates: (i) if no Class Member intervenes in the Action nor files an objection to the Settlement on or prior to the Court entering an order granting final approval of the Settlement, then the date the Court enters an order granting final approval of the Settlement; or (ii) if there is any objection to the settlement by an intervenor on or prior to the Court entering an order granting final approval of the Settlement, then on the date of final resolution of that intervenor's objection (including any appeal) resulting in final judicial approval of the Settlement.

costs and if any monies remain they shall be delivered to the National Women's Law Center. The failure by a Participating Class Member to claim or use any payment issued by the Settlement Administrator shall have no effect on that Participating Class Member's release of all Released Claims as set forth herein and on the submitted Claim Form.

Released Claims

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

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

11. How Do I Exclude Myself from the Settlement?

If you do not wish to participate in the Settlement, you need not do anything. If you do not submit a valid and timely Claim Form, you will not be considered a Participating Class Member and you will be excluded from the Settlement. You will not receive an Individual Settlement Payment and you will not release the Released Claims set forth in Section 10, above.

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

If you wish to object or otherwise be heard concerning this Settlement, you need to submit a valid and timely, Claim Form and provide the Settlement Administrator with written notice of your intent to object to or comment on this Settlement. To be considered timely, the notice must be served on the Settlement Administrator no later than _____. The date of the postmark on the envelope or the date the email or fax was sent shall be the exclusive means used to determine whether the objection has been timely submitted.

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

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

Regardless of whether you submitted a timely objection, the Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection. All Class Members who attend the Final Approval Hearing must comply with the Court's current social distancing procedures. As of the date this Notice received court approval, there are no longer social distancing requirements in the courthouse.

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

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

13. How Do I Get Additional Information?

As a Participating Class Member, if you have a different email address than the one we initially emailed or if you move or change your address after providing us with your address, and you want to continue to receive information and /or your Individual Settlement Payment at your new email address, you must send notice of your change to the Settlement Administrator.

This Notice is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the Joint Stipulation of Settlement and Release, which is on file with the Clerk of the Court, Case No. 19STCV35156, Los Angeles County Superior Court, 312 North Spring Street, Los Angeles, CA 90012 or go on line at <http://openaccess.sb->

court.org/OpenAccess/CIVIL/ and follow the instructions using the case name and number identified above. You may also contact the Settlement Administrator at [REDACTED] and/or Class Counsel listed in Section 4.

14. *Important Deadlines*

The deadline to submit

- Valid Claim Form
- Notice of Objection to Settlement.

is [REDACTED]

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

Amendment to Stipulation of Class Action and
Individual Settlement Agreement

Ex. B

UNIQUE ID [REDACTED]

CLAIM FORM

***Sarah Tither-Kaplan, Toni Gaal, et al. v. James Franco, Vince Jolivette, Jay Davis;
Rabbitbandini Productions; Rabbitbandini Productions, LLC; Rabbitbandini Films, LLC;
Dark Rabbit Productions, LLC; and Rabbitbandini Productions Studio 4, LLC
Los Angeles Superior Court, Case No. 19STCV35156***

THE SETTLEMENT ADMINISTRATOR FOR THIS CASE IS:

Settlement Administrator

[insert mail, telephone and e-mail addresses]

INSTRUCTIONS: To receive a payment under the Settlement as described in the Notice you received via email (which you can also access on this website at **[INSERT LINK to NOTICE on Website]**), you must timely submit your Confirmation of Class Membership and Acknowledgement of Settlement and Release below to the Claims Administrator.

Electronically submit this Claim Form by pressing submit below:

**DEADLINE: YOUR CLAIM FORM MUST BE SUBMITTED ON OR BEFORE
[INSERT DATE] TO BE ELIGIBLE FOR PAYMENT.**

Confirmation of Class Membership. I declare that the following is true and correct (mark all that apply)

☐ I paid tuition for at least one month at Studio 4, either in Los Angeles, California or New York, New York; and/or

☐ I paid tuition for one or more Master Class(es) at Studio 4, either in Los Angeles, California or New York, New York.

Allocation of Settlement Payment. I understand that the settlement proceeds will be apportioned among class members based on the allocation set forth in the Notice which I have reviewed and understand

Acknowledgment of Consent and Release. I have received notice of the Settlement in this case and I am a member of one or both of the classes described in the Notice and this Claim Form. I understand that my return of this Claim Form does not guarantee that I will receive a Settlement

Payment, or the amount of any such Settlement Payment. I agree that if I do receive a Settlement Payment then I will be releasing all of the claims, known or unknown, as stated in the Settlement and the Class Notice. I submit to the jurisdiction of the Superior Court of California, in and for the County of Los Angeles, with respect to my claim and for purposes of enforcing the release of claims stated in the Settlement Agreement. I am aware that I can obtain a copy of the Settlement Agreement by requesting viewing it on the website [INSERT LINK TO WEBSITE] or receive a copy from the Settlement Administrator at [REDACTED].

QUESTIONS ABOUT SETTLEMENT: If you have questions regarding the Settlement or its distribution, please contact Plaintiff's Counsel as set forth in the Notice.

☐ **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.**

Dated: _____

Signature: _____

Should the Court grant Final Approval of the Settlement, I understand that within [REDACTED] days, the Claims Administrator will send me an electronic payment. I chose the following checked method to receive my Individual Settlement Payment:

____ Gift Card [INSERT UPDATED EMAIL ADDRESS]

____ Electronic Transfer Service (ie Zelle, Venmo, Paypal).

My contact information for Venmo is [INSERT VENMO NAME]

My contact information for Zelle is [INSERT TELEPHONE #, ACCOUNT NAME ETC]

____ My Paypal information is [INSERT INFORMATION FOR PAYPAL]

____ Physical Check mailed to me at [INSERT ADDRESS]

I UNDERSTAND THAT IF I DO NOT CHOOSE ONE OF THE ABOVE OPTIONS AN ELECTRONIC GIFT CARD WILL BE EMAILED TO ME AT THE EMAIL ADDRESS PROVIDED ABOVE.

OPTIONAL INFORMATION YOU MAY PROVIDE TO ENABLE THE CLAIMS ADMINSTRATOR TO CONFIRM YOUR CONTACT INFORMATION:

CLEARLY PRINT THE INFORMATION BELOW SO YOUR CLAIM CAN BE PROCESSED:

This information will be used to confirm you are properly a member of the Class, confirm the proper email address and/or information necessary to process your payment, if any, and to communicate with you if any problems arise with your claim.

Name (first, middle, and last): _____

Address: _____

City, State, and ZIP code: _____, _____ - _____

Email Address: _____@_____.

Telephone Number: (____) _____ - _____

PROOF OF SERVICE

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

On June 13, 2021, I served the foregoing document described as: **PLAINTIFFS' NOTICE OF RENEWED JOINT MOTION AND JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND INCORPORATED MEMORANDUM OF LAW** on the interested parties in this cause by placing true and correct copies thereof in envelopes addressed as follows:

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

XX VIA ELECTRONIC SERVICE

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

Executed on June 13, 2021, at Pasadena, California.

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



Norma A. Molina
Declarant