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

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STANLEY DONEN FILMS, INC.,
Plaintiff,
vs.
TWENTIETH CENTURY FOX FILM
CORPORATION, and DOES 1-100,
Defendants.

CASE NO. BC499181 (related to BC499179,
BC499180, BC499182, BC500040)

CLASS ACTION

**DECLARATION OF AMY RYDELL,
PRESIDENT OF NAMED PLAINTIFF
CONCOURSE PRODUCTIONS, INC. IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF
TWENTIETH CENTURY FOX FILM
CORPORATION CLASS ACTION
SETTLEMENT AND ATTORNEYS'
FEES, COSTS AND SERVICE AWARDS**

Date: April 9, 2018
Time: 11:00 a.m.
Dept.: 323

Assigned to the Hon. Elihu Berle
(Dept. CCW-323)

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles
FEB 02 2018

Sherri R. Carter, Executive Officer/Clerk
By: Maria Aguilar, Deputy

1 I, Amy Rydell, hereby declare as follows:

2 1. I am the President of Concourse Productions, Inc., formerly known as Mark Rydell
3 Productions, Inc. (“Concourse”), one of the named plaintiffs and proposed class representatives in
4 the above-captioned class action lawsuit against Twentieth Century Fox Film Corporation
5 (“Fox”).

6 2. I submit this declaration in support of Plaintiff’s Motion for Final Approval of
7 Twentieth Century Fox Entertainment Corporation’s Class Action Settlement and Plaintiff’s
8 Motion for Attorneys’ Fees, Costs and Service Awards. I am personally familiar with the facts
9 that are provided in this declaration. If called as a witness, I could and would competently testify
10 to the matters stated herein.

11 3. I have reviewed, approved, and consented to the *confidential* Joint Prosecution
12 Agreement (“JPA”) between the law firms representing Plaintiffs and the proposed class in this
13 case: (1) Kiesel Law LLP, (2) Pearson, Simon & Warshaw, LLP, (3) Johnson & Johnson, LLP,
14 and (4) Boucher LLP (collectively, “Class Counsel”).

15 4. The *confidential* JPA discloses how Class Counsel will be paid, including the
16 proposed fee split by and amongst Class Counsel should this settlement be approved by the Court
17 and should the Court award Class Counsel attorney’s fees.

18 5. On behalf of Concourse, I decided to prosecute this class action lawsuit against Fox
19 in order to recoup unpaid home video profit participation due to Concourse and all other profit
20 participants without any promise of recovery or compensation. It is my understanding that this
21 lawsuit could not have been prosecuted or settled on behalf of all persons who entered into such
22 profit participation contracts with Fox unless a profit participant, such as Concourse, decided to
23 serve as a class representative. In deciding to serve as one of the Class Representatives in this
24 case, I understood there was a potential of my name and that of Concourse being disclosed in the
25 media, and a potentially negative impact on my business relationship with Fox and other entities
26 in the entertainment industry. Despite these risks, Concourse served as a Class Representative.

27 6. I believe Concourse has fulfilled its responsibilities as a Class Representative,
28 which required a significant amount of time and effort during the course of this litigation. These

1 efforts required dedicating numerous hours to case-related activities including, but not limited to:
2 (1) reviewing and responding to written discovery requests by Fox; (2) searching for and
3 producing responsive documents related to this lawsuit; (3) preparing for and sitting for my
4 deposition on behalf of Concourse by Fox; (4) reviewing and approving court-filings, including
5 the operative First Amended Class Action Complaint and the Stipulation and Agreement of
6 Settlement (“Settlement Agreement”); and (5) staying informed and communicating with my
7 attorneys regarding the status and progress of this lawsuit including being in contact with my
8 counsel at the mediation by telephone. These activities required Concourse’s time and resources
9 that could have been spent on other matters. Further, at all times I was ready, willing, and able to
10 testify at trial on behalf of Concourse if the case proceeded to trial.

11 7. I believe that the proposed \$10,000 service award to Concourse which the parties
12 agreed upon and proposed in the Settlement Agreement, subject to this Court’s approval, is fair
13 compensation for Concourse’s service as a Class Representative in this case, for its efforts in
14 helping to secure this proposed settlement on behalf of Class members, and for Concourse’s
15 general release of all claims against Fox.

16 8. As I indicated in my earlier declaration in support of the Motion for Preliminary
17 Approval, Concourse fully supports the proposed settlement and believes it is fair, reasonable and
18 adequate, considering my understanding of the risks of further litigation.

19 9. Concourse is a member of the proposed Settlement Class. Concourse’s interests
20 are aligned with Settlement Class members. To my knowledge, Concourse has no conflicts of
21 interest with any member of the proposed Class.

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