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7
8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10
11 STANLEY DONEN FILMS, INC.,

12 Plaintiff,

13 vs.

14
15 TWENTIETH CENTURY FOX FILM
CORPORATION, AND DOES 1-100,

16 Defendants.
17

CASE NO. BC499181

CLASS ACTION

**STIPULATION AND AGREEMENT OF
SETTLEMENT**

Judge: Hon. Elihu M. Berle
Dept.: 323 CCW
Date Filed: January 16, 2013

1 **STIPULATION AND AGREEMENT OF SETTLEMENT**

2 Concourse Productions, Inc. ("Plaintiff"), on behalf of itself and the Settlement Class,¹ and
3 Twentieth Century Fox Film Corporation ("Fox") (collectively, "the Parties"), by and through their
4 counsel, hereby stipulate to the settlement and release of the claims asserted by Plaintiff and the
5 Settlement Class against Fox in the lawsuit captioned as *Stanley Donen Films, Inc. v. Twentieth Century*
6 *Fox Film Corporation*, Los Angeles Superior Court Case Number BC499181, upon and subject to the
7 terms and conditions of this Stipulation and Agreement of Settlement (the "Stipulation") set forth below,
8 as of September 22, 2017, subject to the approval of the Court.

9 **RECITALS**

10 WHEREAS, on January 16, 2013, Stanley Donen Films, Inc. ("Donen"), the loan-out company
11 for Stanley Donen, filed a putative class action complaint against Fox in the Superior Court for the State
12 of California, County of Los Angeles (the "Court");

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

17 WHEREAS, on November 26, 2013, a First Amended Complaint was filed that removed Donen
18 and added Plaintiff as the named plaintiff in the case. Concourse, which is the loan out company for
19 Mark Rydell, asserts similar claims for the same putative class;

20 WHEREAS, on January 17, 2014, Fox filed an answer to the First Amended Complaint that
21 generally denied the allegations and asserted certain affirmative defenses;

22 WHEREAS, the Parties have participated in two in-person mediation sessions as well as
23 numerous phone conferences among counsel;

24 WHEREAS, the Parties have exchanged certain documents, calculations and analyses relating to
25 the issues raised in the First Amended Complaint;

26 WHEREAS, Fox (i) denies all allegations of wrongdoing, fault, or liability or that it has acted

27 _____
28 ¹ Capitalized terms, if not defined elsewhere, are defined in the "Definitions" section below.

1 improperly in any way; (ii) believes that the First Amended Complaint in this Action lacks merit; (iii)
2 would have continued to resist vigorously Plaintiff's claims and contentions, including the class
3 allegations, and would have continued to assert its defenses had this Stipulation not been reached; and
4 (iv) has entered into this Stipulation to put the claims to rest finally and forever solely for the purpose of
5 avoiding prolonged and expensive litigation, without acknowledging in any way any fault, wrongdoing
6 or liability whatsoever; and

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

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

20 DEFINITIONS

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

23 1.1 "Action" means the action entitled *Stanley Donen Films, Inc. v.*
24 *Twentieth Century Fox Film Corporation*, Los Angeles Superior Court Case Number
25 BC499181.

26 1.2 "Affiliate" means a second entity that is related in whole or in part to the
27 first entity as a direct or indirect parent, subsidiary or affiliate, or is otherwise owned or
28 controlled in whole or in part by the first entity or by a direct or indirect parent, subsidiary or

1 affiliate of the first entity.

2 1.3 "Claim Form" refers to the claim form attached hereto as Exhibit 3, or as
3 otherwise approved by the Court. Claim Forms only need to be filed by Participating
4 Unrecouped Class Members.

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

7 1.5 "Class Film" means a film with one or more "Class Profit Participation
8 Contract(s)" on which there have been "Home Video Revenue" and/or "Electronic Sell-
9 Through Revenue."

10 1.6 "Class Member" means a member of the Settlement Class.

11 1.7 "Class Profit Participation Contract" means a Profit Participation
12 Contract using form definitions drafted by Fox before May 31, 1989, that, either as initially
13 drafted or later amended, do not state an express percentage of Home Video Revenue and/or
14 Electronic Sell-Through Revenue to use in calculating a Profit Participation.

15 1.8 "Confidential Supplemental Agreement" means the agreement so entitled
16 and signed between the Parties concurrently herewith.

17 1.9 "Effective Date" means the date on which the Settlement contemplated
18 by this Stipulation shall become effective, as set forth in Paragraph 14 below.

19 1.10 "Electronic Sell-Through Revenue" means revenue received by Fox and
20 Affiliates from the sale of digital versions of motion pictures that are delivered to the consumer
21 via electronic transmission. Electronic Sell-Through Revenue excludes revenue derived from
22 digital streaming of motion pictures, now known or hereafter created, including through
23 services commonly known as "rental," "video-on-demand" ("VOD") or "subscription video-on-
24 demand" ("SVOD"), where the consumer does not obtain permanent ownership of a version of
25 the motion picture ("Streaming"). Fox acknowledges and agrees that, in the absence of an
26 existing or future agreement that includes express provisions regarding the calculation of the
27 Profit Participant's Profit Participation with regard to revenue received by Fox and Affiliates
28 from Streaming a motion picture ("Streaming Revenue"), Fox has accounted and will continue

1 to account to each Class Member for Streaming Revenue on the basis of 100% of such revenue
2 received by Fox and Affiliates.

3 1.11 "Home Video Revenue" means revenue derived from the sale of physical
4 copies of motion pictures that are delivered to the consumer in tangible products such as
5 Videocassettes, DVDs, and Blu-Ray discs.

6 1.12 "Named Plaintiff" or "Plaintiff" means Concourse Productions, Inc.

7 1.13 "Notice" means the Notice of Pendency of Class Action and Proposed
8 Settlement, which is to be sent to Class Members substantially in the form attached hereto as
9 Exhibit 1.

10 1.14 "Participating Unrecouped Class Member" means an Unrecouped Class
11 Member who files a valid and timely Claim Form for recovery pursuant to the procedures set
12 forth in Section 5.1 herein.

13 1.15 "Preliminary Approval Order" means the order to be entered by the
14 Court, *inter alia*, directing that Notice be provided to the Settlement Class, and scheduling a
15 hearing concerning final approval of the Settlement.

16 1.16 "Profit Participant" means a person or entity that has executed a Profit
17 Participation Contract.

18 1.17 "Profit Participation" means contingent compensation paid by Fox or its
19 Affiliates in the form of a percentage of the gross or net revenue (as contractually defined)
20 derived from exploitation of a motion picture.

21 1.18 "Profit Participation Contract" means a contract between Fox or its
22 Affiliates or their predecessors and an individual or entity granting the individual or entity
23 Profit Participation, excluding any contracts between Fox or its Affiliates or their predecessors,
24 on the one hand, and any other motion picture studio and its Affiliates or predecessors, on the
25 other hand.

26 1.19 "Prospective Relief" means the allocation of payments from the
27 Recouped Settlement Fund or Unrecouped Settlement Fund to the Class Members for Released
28 Claims related to Profit Participation amounts to be calculated or paid for periods after

1 December 31, 2016, as described in Paragraph 4.2, below.

2 1.20 "Prospective Relief Fund" means 30% of the Recouped Settlement Fund
3 Payout or Unrecouped Settlement Fund Payout.

4 1.21 "Publication Notice" means the summary notice of proposed Settlement
5 and Hearing for publication, substantially in the form attached hereto as Exhibit 2.

6 1.22 "Released Claims" means any and all actions, suits, claims, demands,
7 rights, liabilities and causes of action, of every nature and description whatsoever, whether
8 individual, class, derivative, representative, legal, equitable or any other type or in any other
9 capacity, or whether concealed or hidden, that were asserted or that could have been asserted
10 (including without limitation claims for negligence, gross negligence, breach of contract, breach
11 of duty of care and/or breach of duty of loyalty, fraud, breach of fiduciary duty, or violations of
12 any state or federal common law, statutes, rules, or regulations), including both known claims
13 and Unknown Claims, that the Plaintiffs, the Settlement Class, or any Class Member in the past
14 had, now has, or might in the future have against the Released Parties on the basis of, connected
15 with, or in any way arising out of any allegation that any past, present, or future Profit
16 Participation on account of Home Video Revenue or Electronic Sell-Through Revenue should
17 have been in the past or should in the future be calculated based on more than 20% of Home
18 Video Revenue or Electronic Sell-Through Revenue, whatever the theory and wherever in the
19 world the transaction takes place.

20 1.23 "Released Parties" means Fox, including its divisions and business units,
21 and any of its past, present, or future parent entities, associates, Affiliates, subsidiaries, and
22 licensees, and each and all of their past, present and future officers, directors, stockholders,
23 principals, employees, advisors, agents, attorneys, financial or investment advisers, consultants,
24 lenders, insurers, investment bankers, commercial bankers, representatives, Affiliates,
25 associates, parents, subsidiaries, joint ventures, general and limited partners and partnerships,
26 heirs, executors, trustees, personal representatives, estates, administrators, trusts, licensees,
27 licensors, distributors, subdistributors, predecessors, successors and assigns.

28 1.24 "Releasing Parties" means the Plaintiff, the Settlement Class, and each

1 Class Member on behalf of themselves, their heirs, executors, administrators, attorneys,
2 successors and assigns, and any persons they represent.

3 1.25 "Recouped Class Member" mean a Class Member who, as of December
4 31, 2016, is a Profit Participant on one or more Class Films that have realized sufficient revenue
5 to require payment of Profit Participation to that Class Member under the terms of that person
6 or entity's Class Profit Participation Contract and would have been entitled to payment of
7 additional Profit Participation if Home Video Revenue or Electronic Sell-Through Revenue had
8 been calculated based on more than 20% of Home Video Revenue or Electronic Sell-Through
9 Revenue, as alleged by Plaintiff. Where a person or entity is a Recouped Class Member
10 pursuant to one or more Class Profit Participation Contracts and an Unrecouped Class Member
11 and/or not a Class Member in regard to other Profit Participation Contracts, the person or entity
12 will be treated as a Recouped Class Member only in regard to the Class Profit Participation
13 Contracts for which the person or entity is recouped.

14 1.26 "Recouped Settlement Fund" means the \$11.5 million that Fox will make
15 available for compensation to the Recouped Class Members, less administrative and notice
16 expenses, any special compensation to the Named Plaintiff, and attorneys' fees and costs
17 (which fees and costs will be proportionally allocated between the Recouped Settlement Fund
18 and the Unrecouped Settlement Fund).

19 1.27 "Request for Exclusion" means a written request to be excluded from the
20 Settlement Class submitted by a member of the Settlement Class.

21 1.28 "Retrospective Relief" means the allocation of payments from the
22 Recouped Settlement Fund or Unrecouped Settlement Fund to Class Members for Released
23 Claims related to profit participation amounts calculated or paid for the period from inception
24 through December 31, 2016, as described in Paragraph 4 below.

25 1.29 "Retrospective Relief Fund" means 70% of the Recouped Settlement
26 Fund Payout or Unrecouped Settlement Fund Payout.

27 1.30 "Settlement" means the settlement contemplated by this Stipulation.

28 1.31 "Settlement Administrator" means Angeion Group, a company

1 specializing in the administration of class action settlements.

2 1.32 "Settlement Check" means the checks prepared by the Settlement
3 Administrator for the benefit of the Recouped and Unrecouped Class Members, as set forth
4 below.

5 1.33 "Settlement Class" means the definition set forth in Paragraph 2 below.

6 1.34 "Settlement Class Information" means a list to be provided by Fox to the
7 Settlement Administrator, for the sole purpose of effectuating this Settlement, with the
8 following information: (a) the names of the Recouped Class Members; (b) the last known street
9 address (or post office box number) for each Recouped Class Member currently in the Fox
10 Participation System; (c) the total amount of Profit Participation paid or payable to each
11 Recouped Class Member pursuant to a Class Profit Participation Contract for all periods
12 through December 31, 2016; (d) the total amount of Profit Participation paid or payable to each
13 Recouped Class Member pursuant to a Class Profit Participation Contract for the period from
14 January 1, 2009, through December 31, 2016; (e) the names of the Unrecouped Class Members
15 that Fox has been able to identify after reasonable good faith efforts; and (f) the last known
16 street address (or post office box number) for each identified Unrecouped Class Member that
17 Fox has been able to identify after reasonable good faith efforts.

18 1.35 "Settlement Fund" means the total of the "Recouped Settlement Fund"
19 and the "Unrecouped Settlement Fund."

20 1.36 "Settlement Fund Payout" means the amount of each Settlement Fund
21 described in Sections 1.26 and 1.40 remaining for distribution to the Class Members after the
22 payment of administrative and notice expenses, any special compensation to the Named
23 Plaintiff, and attorneys' fees and costs. For Recouped Class Members, this is referred to as the
24 "Recouped Settlement Fund Payout." For Unrecouped Class Members, this is referred to as the
25 "Unrecouped Settlement Fund Payout."

26 1.37 "Settlement Hearing" means the final settlement hearing to be held to
27 determine, among other things, the fairness, reasonableness, and adequacy of the Settlement.

28 1.38 "Unknown Claims" means any and all Released Claims that the Named

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

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

11 Plaintiff and Fox acknowledge, and the Released Parties by operation of law shall be deemed to
12 have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released
13 Claims was specifically bargained for and a key element of the Settlement of which this release
14 is a part.

15 1.39 "Unrecouped Class Member" means a Class Member who, as of
16 December 31, 2016, is a Profit Participant on at least one Class Participation Contract on a
17 Class Film that has not realized sufficient revenue to require payment of Profit Participation to
18 that Class Member under the terms of that person or entity's Class Profit Participation Contract.
19 Where a person or entity is an Unrecouped Class Member for one or more Class Participation
20 Contract(s) and a Recouped Class Member and/or not a Class Member in regard to one or more
21 other Class Participation Contract(s), other Class Films, the Class Member will be treated as an
22 Unrecouped Class Member only in regard to the Class Participation Contracts for which the
23 person or entity is not recouped.

24 1.40 The "Unrecouped Settlement Fund" means the \$1.1 million that Fox will
25 make available for compensation to the Unrecouped Class Members, who file valid and timely
26 claims, less administrative and notice expenses, any special compensation to the Named
27 Plaintiff, and attorneys' fees and costs (which fees and costs will be proportionally allocated
28 between the Recouped Settlement Fund and the Unrecouped Settlement Fund).

1 **SETTLEMENT CLASS**

2 2. Definition of Settlement Class. Plaintiff shall request that the Court certify for settlement
3 purposes only the following Settlement Class: "All persons and entities (and their successors-in-
4 interest, assigns, and heirs) that are parties to a Class Profit Participation Contract. Where a person or
5 entity is a party to one or more Profit Participation Contracts that are not Class Profit Participation
6 Contracts and one or more Profit Participation Contracts that are Class Profit Participation Contracts,
7 that person or entity is a member of the Settlement Class only with regard to the Class Profit
8 Participation Contracts and not a part of the Settlement Class with regard to any other Profit
9 Participation Contracts."

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

11 3.1 Fox and any person, trust, firm, corporation or other entity Affiliated with
12 or related to Fox;

13 3.2 Any persons or entities who exclude themselves by submitting a timely
14 Request for Exclusion in accordance with the requirements set forth by the Court.

15 3.3 Persons or entities who have entered into an agreement with Fox or its
16 Affiliates and their predecessors, subsequent to their Profit Participation Contract but regarding
17 the same Class Film, that includes (i) a buyout of a profit participation interest, or (ii) express
18 provisions regarding the calculation of the Profit Participant's Profit Participation with regard to
19 Home Video Revenue and/or Electronic Sell-Through Revenue, including but not limited to a
20 settlement agreement, an amendment to the relevant Profit Participation Contract, a side letter,
21 or any other writing that sets forth such provisions, and was made prior to the date of the
22 Preliminary Approval Order.

23 3.4 Other motion picture studios and their Affiliates or predecessors in
24 interest.

25 **DISTRIBUTION OF THE RECOUPED SETTLEMENT FUND**

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

28 4.1 Retrospective Relief. Each Recouped Class Member shall be entitled to

1 the percentage of the Retrospective Relief Fund equal to the ratio of the total amount of Profit
2 Participation paid or payable to the Recouped Class Member pursuant to one or more Class
3 Profit Participation Contracts through the period ending December 31, 2016, compared to the
4 total amount of Profit Participation paid or payable to all of the Recouped Class Members
5 pursuant to Class Profit Participation Contracts for all periods through the period ending
6 December 31, 2016.

7 4.2 Prospective Relief. Each Recouped Class Member shall be entitled to the
8 percentage of the Prospective Relief Fund equal to the ratio of the total amount of Profit
9 Participation paid or payable to the Recouped Class Member pursuant to one or more Class
10 Profit Participation Contracts for the period from January 1, 2009, through December 31, 2016
11 compared to the total amount of Profit Participation paid or payable to all of the Recouped
12 Class members pursuant to Class Profit Participation Contracts for the same period, with such
13 ratio being deemed an estimate of the ratio of future Profit Participation payments.

14 4.3 Documentation and Eligibility. Recouped Class Members identified by
15 Fox through good faith and reasonable investigation will be provided with direct notice and do
16 not need to submit a claim form to be eligible to receive payment from the Recouped Settlement
17 Fund. Persons and entities who were not previously identified by Fox as Recouped Class
18 Members and do not receive direct notice, shall provide proof of their eligibility as Recouped
19 Class Members in order to receive payment from the Recouped Settlement Fund. Fox will
20 assist the Settlement Administrator in determining whether these persons are eligible to
21 participate in the Settlement as Recouped Class Members, although the Settlement
22 Administrator shall make the final determination.

23 4.4 Payment. The Settlement Administrator will be responsible for
24 calculating and paying the amounts due eligible Recouped Class Members from the Recouped
25 Settlement Fund based upon the Settlement Class Information received from Fox. Within ten
26 (10) days after the Court's issuance of the Preliminary Approval Order, Fox shall provide the
27 tax identification information for Recouped Class Members, to the extent it exists, and identify
28 the Recouped Class Members to which it currently is paying Profit Participation. For Recouped

1 Class Members for which Fox does not have current tax information and/or is not currently
2 paying Profit Participation, the Settlement Administrator shall seek current tax information, as
3 well as documentation showing that the person or entity is the correct recipient of payment from
4 the Recouped Settlement Fund. Within sixty (60) days after the Effective Date, the Settlement
5 Administrator shall mail to each Recouped Class Member a check with their share of the
6 Retrospective Relief Fund and the Prospective Relief Fund. Uncashed and/or undeposited
7 checks will be considered stale after 180 days and cancelled. A second distribution to
8 Recouped Class Members who negotiated their first check may occur if Class Counsel
9 determines that there are sufficient funds to justify a second distribution in light of the
10 administrative cost and amount of the proposed distribution to the Recouped Class Members.
11 In such event, the Settlement Administrator shall make a second pro rata distribution to the
12 Recouped Class Members using the methodology as set forth in section 4.1. If the total amount
13 of the stale checks does not justify the cost of a second distribution, the remaining funds in the
14 Recouped Settlement Fund after cancellation of outstanding checks shall be distributed via *cy*
15 *pres* pursuant to California Code of Civil Procedure section 384 as follows: (a) Twenty-five
16 percent (25%) will be distributed to the State Treasury for deposit in the Trial Court
17 Improvement and Modernization Fund, established in Section 77209 of the Government Code,
18 and subject to appropriation in the annual Budget Act for the Judicial Council to provide grants
19 to trial courts for new or expanded collaborative courts or grants for Sargent Shriver Civil
20 Counsel; (b) Twenty-five percent (25%) will be distributed to the State Treasury for deposit into
21 the Equal Access Fund of the Judicial Branch, to be distributed in accordance with Sections
22 6216 to 6223, inclusive, of the Business and Professions Code, except that administrative costs
23 shall not be paid to the State Bar or the Judicial Council from this sum; and (c) Fifty percent
24 (50%) will be distributed to the Motion Picture & Television Fund. The Parties agree that the
25 Motion Picture & Television Fund is a nonprofit that supports projects that will benefit the
26 Class members, that donation thereto will further the objectives and purposes of this class
27 action, and will promote the law consistent with the objectives and purposes of this class action.
28 Code Civ. Proc. § 384.

1 **DISTRIBUTION OF THE UNRECOUPED SETTLEMENT FUND**

2 5. The Unrecouped Settlement Fund Payout shall be distributed to Participating Unrecouped
3 Class Members as follows:

4 5.1 Claims Process. To be eligible to receive payment from the Unrecouped
5 Settlement Fund Payout, Participating Unrecouped Class Members must complete a valid Claim
6 Form in the form attached as Exhibit 3 and provide the Settlement Administrator documentation
7 and certification of their right to participate in the Unrecouped Settlement Fund Payout. If the
8 claimant is the same as the participant identified in the Profit Participation Agreement, he/she/it
9 need only certify that he/she/it is the same person or entity and provide appropriate tax
10 information. If the claimant is not the original Profit Participant (*e.g.*, due to death, dissolution
11 of corporate entity, or assignment), then he/she/it will be required to provide documentation
12 confirming that he/she/it owns the right to the applicable Profit Participation and also provide
13 appropriate tax information. For example, if the claimant contends that he/she/it is the successor
14 to a dissolved corporation, partnership or other entity, that claimant must present documents,
15 including without limitation, the applicable dissolution agreements, forms and filings. Where a
16 claimant asserts that he/she/it has the right to the applicable Profit Participation based on the
17 death of the original Profit Participant, then the claimant must present documents such as trust
18 instruments, wills or other applicable documents to confirm the claimant's status as a successor
19 to the original Profit Participant. Similarly, any claimant who contends he/she/it is an assignee
20 of the original Profit Participant must present all applicable assignment documents and
21 contracts confirming that status. The Claim Form and information to be provided in this
22 paragraph must be submitted to the Settlement Administrator no later than ninety (90) days after
23 Notice is mailed to Class Members.

24 5.2 Review Process. The Settlement Administrator shall review and approve
25 and/or disapprove of all claims. To the extent that the Settlement Administrator will need to
26 review additional information that is reasonably accessible to Fox to make a final determination
27 as to a claimant's qualification, Fox shall reasonably cooperate with and provide such
28 information to the Settlement Administrator. Any Participating Unrecouped Class Member

1 whose claim is deemed incomplete, or whose claim is denied in whole or in part, will receive
2 from the Settlement Administrator by first-class mail a written explanation stating the reasons
3 for denial, including steps the Participating Unrecouped Class Member can take to cure the
4 deficiencies. The Settlement Administrator will provide the Parties with copies of such denials.
5 The individual or entity receiving such notice will be allowed forty-five (45) days to submit
6 materials to cure the deficiencies. If a claimant does not submit the information required by
7 Paragraph 5.1 or this Paragraph in a timely manner, that claimant shall not be entitled to any
8 Unrecouped Settlement Fund Payout, but shall otherwise be bound by this Agreement. If the
9 Settlement Administrator rejects a claim and the Participating Unrecouped Class Member is
10 unable to cure the reason for rejection, and the Participating Unrecouped Class Member
11 disagrees with the rejection, the Participating Unrecouped Class Member may appeal the denial
12 by notifying Class Counsel within fifteen (15) days of the date notice of such denial was mailed
13 to the Participating Unrecouped Class Member. If Class Counsel receives such notice, or if
14 Class Counsel disagrees with a rejection, Class Counsel will notify the Settlement
15 Administrator that the Participating Unrecouped Class Member wishes to appeal the denial. In
16 such cases, the claimant, the Settlement Administrator and Class Counsel will meet and confer
17 in an effort to resolve the dispute. If they are unable to resolve any dispute by meeting and
18 conferring, the claim will be submitted to Hon. Terry B. Friedman (Ret.) whose determination
19 will be final and binding. Any other dispute regarding relief under the terms of the Settlement,
20 including the validity of any Claim Form submitted, will also be submitted to Hon. Terry B.
21 Friedman (Ret.) under the terms set forth in this paragraph. If Judge Friedman is unavailable to
22 participate in the Claims Review Process, counsel for the Parties shall meet and confer and
23 choose another person qualified to serve in such a capacity. Any fees or costs relating to any
24 appeals process will be paid from the Unrecouped Settlement Fund.

25 5.3 Calculation Process. Payments to Participating Unrecouped Class shall
26 be calculated in accordance with the following protocol.

27 5.3.1 Each Class Film on which there are Participating Unrecouped Class
28

1 Members shall be entitled to the percentage of the Unrecouped Settlement Fund Payout equal to
2 the ratio of the total amount of Home Video Revenue and Electronic Sell-Through Revenue on
3 each such Class Film on which there are Participating Unrecouped Class Members divided by
4 the total amount of Home Video Revenue and Electronic Sell-Through Revenue on all Class
5 Films with Participating Unrecouped Class Members.

6 5.3.2 To the extent the payout for any Class Film is under \$20,000 and it has
7 multiple Participating Unrecouped Class Members, the payout shall be divided equally among
8 the Participating Unrecouped Class Members for that Class Film.

9 5.3.3 To the extent the payout for any Class Film is \$20,000 or more and it has
10 multiple Participating Unrecouped Class Members, then Fox will pay each Participating
11 Unrecouped Class Member its percentage of the payout allocable to a Class Film (calculated in
12 accordance with Section 5.3.1, above), on a pro rata basis, depending on the percentage
13 participation interest of each Participating Unrecouped Class Member. For purposes of making
14 these allocations and calculations, an Unrecouped Class Member shall be treated as a "gross"
15 participant if that participant's Profit Participation Contract provides for a percentage of revenue
16 participation interest that is something other than what is defined as, or commonly understood in
17 the industry to be, a "net" participation interest. The methodology for distinguishing between
18 "gross" and "net" participants shall be based on industry standards and analysis performed by
19 the parties.

20 5.4 Payment Process. The Settlement Administrator will be responsible for
21 calculating and paying the amounts due to Participating Unrecouped Class Members from the
22 Unrecouped Settlement Fund. Starting seven (7) days after distribution of notice, the
23 Settlement Administrator shall provide the parties with a weekly report listing all Participating
24 Unrecouped Class Members. Within 20 days of the close of the claims period, Fox will provide
25 to the Settlement Administrator Fox's information about the amount of Home Video Revenue
26 and Electronic Sell-Through Revenue for the relevant time periods on each Class Film for
27 which the Settlement Administrator has confirmed the identity of one or more Participating
28 Unrecouped Class Members. After the Settlement Administrator calculates the payout for each

1 Class Film, for each Class Film where the payout is at least \$20,000, Fox will make reasonable
2 and good faith efforts to locate the applicable Profit Participation Agreements so that it can
3 provide to the Settlement Administrator the applicable Profit Participation percentages in
4 accordance with Paragraph 5.3.3. Fox will then coordinate with the Settlement Administrator in
5 calculating the amount due to each authorized claimant from the Unrecouped Settlement Fund
6 Payout.

7 5.5 Payment Deadlines. The Settlement Administrator shall mail to each
8 Participating Unrecouped Class Member a check with his/her/its share of the Unrecouped
9 Settlement Fund Payout, on the later of the Settlement Administrator's determination of the
10 amounts to be paid to each qualified claimant and 150 days after the Effective Date (the
11 "Unrecouped Payment Date"). The Settlement Administrator will be responsible for calculating
12 and paying the amounts due Participating Unrecouped Class Members from the Unrecouped
13 Settlement Fund based upon the Settlement Class Information received from Fox. The Parties
14 acknowledge and agree that the Unrecouped Payment Date may need to be extended in the
15 event the Settlement Administrator needs more time to resolve certain claimants' qualifications,
16 per Section 5.2, above.

17 Uncashed and/or undeposited checks will be considered stale after 180 days
18 from the date of issuance and cancelled. A second distribution to Participating Unrecouped
19 Class Members who negotiated their first check may occur if Class Counsel determines that
20 there are sufficient funds from the uncashed checks to justify a second distribution in light of
21 the administrative cost and amount of the proposed distribution to the Participating Unrecouped
22 Class Members. In such event, the Settlement Administrator shall make a second pro rata
23 distribution to the Participating Unrecouped Class Members using the methodology as set forth
24 in section 5. If the total amount of the stale checks does not justify the cost of a second
25 distribution, the remaining funds in the Recouped Settlement Fund after cancellation of
26 outstanding checks shall be distributed via *cy pres* pursuant to California Code of Civil
27 Procedure section 384 as follows: (a) Twenty-five percent (25%) will be distributed to the State
28 Treasury for deposit in the Trial Court Improvement and Modernization Fund, established in

1 Section 77209 of the Government Code, and subject to appropriation in the annual Budget Act
2 for the Judicial Council to provide grants to trial courts for new or expanded collaborative
3 courts or grants for Sargent Shriver Civil Counsel; (b) Twenty-five percent (25%) will be
4 distributed to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch,
5 to be distributed in accordance with Sections 6216 to 6223, inclusive, of the Business and
6 Professions Code, except that administrative costs shall not be paid to the State Bar or the
7 Judicial Council from this sum; and (c) Fifty percent (50%) will be distributed to the Motion
8 Picture & Television Fund. The Parties agree that the Motion Picture & Television Fund is a
9 nonprofit that supports projects that will benefit the Class members, that donation thereto will
10 further the objectives and purposes of this class action, and will promote the law consistent with
11 the objectives and purposes of this class action. Code Civ. Proc. § 384.

12 JUDGMENT AND RELEASE

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

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

24 8. Continuing Accounting Practice. Plaintiff and the Settlement Class acknowledge and
25 agree that Fox will continue to account to each Class Member for Home Video Revenue and Electronic
26 Sell-Through Revenue as it has done and currently does on the basis of 20% of such revenue. Plaintiff
27 and the Settlement Class hereby waive any claims related to this accounting practice for Home Video
28 Revenue and Electronic Sell-Through Revenue in the calculation of Profit Participation for Class

1 Members in both the past and the future.

2 **PRELIMINARY APPROVAL AND NOTICE**

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

17 10. Notice.

18 10.1 Settlement Class Member Information Exchange. Within ten (10) days
19 after the Court's issuance of the Preliminary Approval Order, Fox shall provide the Settlement
20 Class Information to the Settlement Administrator.

21 10.2 Notice by Mail. Within thirty (30) days after the Court's issuance of the
22 Preliminary Approval Order, the Settlement Administrator shall mail the Notice to each Class
23 Member. *See*, Exhibit 1 attached hereto.

24 10.3 Publication Notice. Within thirty (30) days after the Court's issuance of
25 the Preliminary Approval Order, the Settlement Administrator shall also cause the Publication
26 Notice, substantially in the form attached hereto as Exhibit 2, to appear once in the *Variety* (in
27 one-half page size) and once in *The Hollywood Reporter* (in one-third page size). The
28 Settlement Administrator shall cause the Publication Notice, substantially in the form attached

1 hereto as Exhibit 2, in the format of an E-Newsletter, to be disseminated to subscribers of
2 *Variety*, *The Hollywood Reporter* and *The Wrap*. The Settlement Administrator may also cause
3 online advertising including via Facebook, Twitter and LinkedIn. The Settlement
4 Administrator shall issue a press release in the form of the Publication Notice to be
5 disseminated through the major media outlets. Nothing in this Agreement shall prohibit
6 Plaintiff and Class Counsel from performing their duties and/or taking additional steps to
7 maximize notice to the Class.

8 10.4 Settlement Website. The Settlement Administrator shall create a website
9 (“Settlement Website”) with information about the Settlement. The Settlement Website shall
10 include copies of the relevant pleadings and orders, and provide updates to the Class Members
11 regarding the status of the Action. The Settlement Website shall also contain the Notice and
12 Claim forms and allow Class Members to file claims for recovery online.

13 10.5 Costs and Fees. All costs and fees associated with Notice shall be
14 deducted proportionally from the Recouped Settlement Fund and Unrecouped Settlement Fund.

15 **REQUESTS FOR EXCLUSION AND OPT-OUT TERMINATION RIGHT**

16 11. Requests for Exclusion/Objections. Class Members who do not wish to participate in the
17 Settlement shall submit a Request for Exclusion within the deadline established by the Court. The
18 Parties agree to ask the Court to set a deadline of 90 days after Notice is mailed to Settlement Class
19 Members to file objections or submit an appropriate Request for Exclusion.

20 12. Opt-Outs and Objections.

21 Opt-Out Requirements. Persons in the Settlement Class may request exclusion from the
22 Settlement by sending a written request to the Settlement Administrator at the address designated
23 in the Class Notice no later than the Opt-Out and Objection deadline. Exclusion requests must:
24 (i) be signed by the person in the Settlement Class who is requesting exclusion; (ii) include the
25 full name and address of the person in the Settlement Class requesting exclusion; (iii) include the
26 following statement: “I request to be excluded from the settlement in the Fox Home Video
27 action”; (iv) include the title of the Class Film(s) for which exclusion from the settlement is
28 sought; and (v) if the Class Member has more than one Class Profit Participation Contracts on

1 the same Class Film(s), include the name of the Class Profit Participation Contract(s) for which
2 exclusion from the settlement is sought, otherwise it will be assumed that it is all Class Profit
3 Participation Contracts for that Class Member for that Class Film(s).

4 12.1 No request for exclusion will be valid unless all of the information
5 described above is included. No person in the Settlement Class, or any person acting on behalf
6 of or in concert or participation with that person in the Settlement Class, may exclude any other
7 person in the Settlement Class from the Settlement Class.

8 12.2 Retention of Exclusions. The Settlement Administrator will retain a copy
9 of all requests for exclusion and will, upon written request, provide copies of any such requests
10 to counsel for the Parties.

11 12.3 Right To Object. Any member of Settlement Class may appear at the
12 Settlement Hearing to object to the proposed Settlement, but only if the member of the
13 Settlement Class has first submitted a written objection to the Settlement Administrator, in
14 accordance with the requirements set forth below, by the Opt-Out and Objection deadline. Any
15 member of the Settlement Class Member who does not provide a written objection in the
16 manner described in this Section may be deemed to have waived any objection and shall forever
17 be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the
18 Settlement or the award of any attorneys' fees and costs and/or incentive awards. Further, any
19 Settlement Class Member who intends to appear at the Final Approval Hearing must state in the
20 objection that they intend to appear at the hearing.

21 12.4 Objection Requirements. To be heard at the Settlement Hearing, the
22 objecting member of the Settlement Class must make any objection in writing and mail it to the
23 Settlement Administrator and post-marked by the Opt-Out and Objection deadline. The
24 Settlement Administrator shall transmit copies of the objection to Class Counsel and Fox's
25 counsel within 3 business days, and Class Counsel shall be responsible for submitting copies of
26 any timely and valid objections received to the Court and may respond thereto in reply briefing
27 in support of Final Approval. An objection must:

28 12.4.1 Attach documents establishing, or provide information sufficient to allow

1 the Parties to confirm, that the objector is a member of the Settlement Class, including
2 providing full name, address, the motion pictures on which a Profit Participation interest is
3 claimed, and whether he or she or it intends to appear at the Final Approval Hearing on his or
4 her or its own behalf or through counsel;

5 12.4.2 Include a statement of specific objections; and

6 12.4.3 State the grounds for objection and attach any documents supporting the
7 objection.

8 12.5 Any member of the Settlement Class who objects may, but does need to,
9 appear at the Settlement Hearing, either in person or through an attorney hired at the Settlement
10 Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this
11 Agreement or the Settlement.

12 13. Adjustments to Recouped and Unrecouped Settlement Funds. The Recouped and
13 Unrecouped Settlement Funds may be adjusted based on the number of Requests for Exclusion ("Opt-
14 Out Thresholds"), as well as the number of valid claims ("Claims Thresholds"), pursuant to the
15 procedures set forth in the Confidential Supplemental Agreement. The Parties shall seek to keep the
16 Opt-Out Thresholds and the Claims Thresholds confidential. In the event that the Court directs that the
17 Confidential Supplemental Agreement be filed prior to the deadline for submitting Requests for
18 Exclusion, no party shall have any right to any relief by reason of such disclosure.

19 CONFIRMATORY DISCOVERY

20 14. Confirmatory Discovery. Class Counsel may, at their own expense, conduct
21 confirmatory discovery as outlined in the Parties' Confidential Supplemental Agreement.

22 EFFECTIVE DATE OF SETTLEMENT, WAIVER, AND TERMINATION

23 15. Effective Date of Settlement. The Effective Date of Settlement shall be the date when all
24 the following have occurred:

- 25 (a) entry of the Preliminary Approval Order by the Court;
- 26 (b) final approval by the Court of the Settlement, following notice to the Settlement
27 Class and a hearing;
- 28 (c) entry of judgment; and

1 (d) the expiration of any time for appeal or review, or, if any appeal is filed and not
2 dismissed, after the final approval order is upheld on appeal in all material respects and is no longer
3 subject to review upon appeal or by writ of certiorari.

4 16. Termination after Court Disapproval. If the Court (a) declines to enter the Preliminary
5 Approval Order; (b) declines to enter a Final Approval Order approving the Settlement embodied in this
6 Stipulation, or (c) if the Effective Date never occurs for any other reason (*e.g.* a Final Approval Order is
7 successfully appealed by one or more objectors to the settlement), then this Agreement shall be deemed
8 terminated.

9 17. No Prejudice in Event of Termination. Except as otherwise provided herein, in the event
10 the Settlement is terminated, then (i) the Settlement shall be without prejudice and none of its terms
11 shall be effective or enforceable; (ii) the Parties to this Stipulation shall be deemed to have reverted to
12 their respective status in the Action as of May 2, 2017; (iii) except as otherwise expressly provided, the
13 Parties shall proceed in all respects as if this Stipulation and any related orders had not been entered. In
14 the event the Settlement is terminated or modified in any material respect, Fox shall be deemed to have
15 retained all rights to object to the maintenance of the Action as a class action and shall further be
16 deemed not to have waived, modified, or be estopped from asserting any defenses available to it,
17 including as to class certification

18 ADMINISTRATION OF THE SETTLEMENT

19 18. Settlement Administrator. The Parties shall engage a third party Settlement
20 Administrator to carry out the terms of the Settlement as provided herein after careful vetting and
21 assurance of the company's security measures and insurance coverage relating to errors and omissions
22 as well as theft of settlement funds by third parties. Any fees or expenses incurred through the use of a
23 third party Settlement Administrator or as part of the administration process will be deducted from the
24 Settlement Fund as administrative expenses. Prior to the final approval hearing, the Settlement
25 Administrator shall provide a sworn declaration attesting to its administration of the notice plan and
26 claims administration approved by the Court. The Settlement Administrator shall prepare a sworn
27 declaration for submission to the Court 250 days after issuance of settlement payments, attesting to the
28 amount of distributions made from the Settlement to the Plaintiff, to Class members, to Class Counsel,

1 to itself, and to the cy pres recipients if any, as well as the number of stale checks and the total amount
2 of stale checks.

3 19. Deposit of Settlement Fund. Within ten (10) business days after the Effective Date, Fox
4 shall pay the Settlement Fund to the Settlement Administrator for disbursement as provided herein.

5 **ATTORNEYS' FEES, EXPENSES, AND ENHANCEMENT AWARD**

6 20. Attorneys' Fees. Class Counsel will apply to the Court for an award of attorneys' fees in
7 an amount not to exceed one-third of the \$11.5 million Recouped Settlement Fund and one-third of the
8 \$1.1 Unrecouped Settlement Fund. Class Counsel may also apply to the Court for an award of expenses
9 and verified costs in an amount not to exceed \$105,000, which will be deducted proportionally from the
10 Recouped Settlement Fund and the Unrecouped Settlement Fund.

11 21. Disapproval of Fee Award. Notwithstanding anything contained herein to the contrary,
12 in the event that the Court does not approve the award of attorneys' fees and expenses requested by
13 Class Counsel, or the Court awards attorneys' fees and expenses in an amount less than that requested
14 by Class Counsel, such decision shall not affect the validity and enforceability of the Settlement and
15 shall not be a basis for anyone to seek to terminate or void the Settlement or for rendering the entire
16 Settlement null, void, or unenforceable. Class Counsel retain their right to appeal any decision by the
17 Court regarding the Court's award of attorneys' fees and costs.

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

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

25 24. Enhancement Awards to Plaintiff. Plaintiff will apply to the Court for an award of
26 \$10,000.00 for the Plaintiff, Concourse, for its service as a class representative in this Action. The
27 enhancement award is payable by the Settlement Administrator to Class Counsel by delivery of check(s)
28 or other negotiable instrument(s) or by wire transfer(s) within fourteen (14) days after the Effective

1 Date. Any enhancement awards ordered by the Court will be deducted proportionally from the
2 Recouped Settlement Fund and Unrecouped Settlement Fund.

3 **MISCELLANEOUS PROVISIONS**

4 25. Exhibits Incorporated by Reference. All of the exhibits attached hereto are hereby
5 incorporated by reference as though fully set forth herein.

6 26. Final and Complete Resolution. The Parties to this Stipulation intend the Settlement to
7 be a final and complete resolution of all disputes asserted or that could be or could have been asserted
8 by the Plaintiff, the Settlement Class, and/or any of the Class Members against the Released Parties with
9 respect to the Released Claims and the Action. Fox agrees not to assert that the Action was brought in
10 bad faith or without a reasonable basis. The Parties hereto shall assert no claims for costs or sanctions
11 relating to the prosecution, defense, or settlement of the Action.

12 27. Settlement Fairly Negotiated. The Parties agree that the amount paid and the other terms
13 of the Settlement were negotiated at arm's length in good faith by the Parties, and reflect a settlement
14 that was reached voluntarily by the Parties after consultation with their respective experienced legal
15 counsel.

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

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

21 30. Court Retains Jurisdiction. The administration and consummation of the Settlement as
22 embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain
23 jurisdiction for the purpose of entering orders providing for award of attorneys' fees and expenses to
24 Class Counsel, and enforcing the terms of this Stipulation.

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

1 32. Successors and Assigns. This Stipulation shall be binding upon, and inure to the benefit
2 of, the successors and assigns of the Parties hereto.

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

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

12 35. Effect of Waiver. The waiver by one party of any breach of this Stipulation by any other
13 party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation. The
14 waiver by one party of any breach of this Stipulation by any other party shall not be deemed a waiver of
15 any other prior or subsequent breach of this Stipulation.

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

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

24 38. No Representations About Tax Consequences. No opinion or advice concerning the tax
25 consequences of the proposed Settlement to individual Class Members is being given or will be given by
26 Class Counsel or Fox's Counsel; nor is any representation or warranty in this regard made by virtue of
27 this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole
28 responsibility of the Class Member, and it is understood that the tax consequences may vary depending

1 on the particular circumstances of each individual Class Member.

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

6
7 Dated: September 26, 2017

TWENTIETH CENTURY FOX FILM CORPORATION

8
9 By: _____

ROBERT B. COHEN
EXECUTIVE VICE PRESIDENT
LEGAL AFFAIRS

10 Its: _____
11

12
13 Dated: September __, 2017

CONCOURSE PRODUCTIONS, INC.,

14
15 By: _____

16 Its: _____
17

18 APPROVED AS TO FORM

19
20 DATED: September 26, 2017

GREENBERG TRAURIG, LLP

21
22 By: _____

JEFF E. SCOTT
Attorneys for Defendant Twentieth Century Fox Film
Corporation

1 on the particular circumstances of each individual Class Member.

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

6
7 Dated: September __, 2017

TWENTIETH CENTURY FOX FILM CORPORATION

8
9 By: _____

10 Its: _____

11
12
13 Dated: September 25, 2017

CONCOURSE PRODUCTIONS, INC.,

14 By: [Signature]

15 Its: president

16
17
18 APPROVED AS TO FORM

19
20 DATED: September __, 2017

GREENBERG TRAURIG, LLP

21
22 By: _____

JEFF E. SCOTT

23 Attorneys for Defendant Twentieth Century Fox Film
24 Corporation

1
2 Dated: September 29, 2017

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