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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]

FILED
Superior Court of California
County of Los Angeles
09/20/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: T. Lewis Deputy

[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 ~~July 10, 2019~~ ~~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

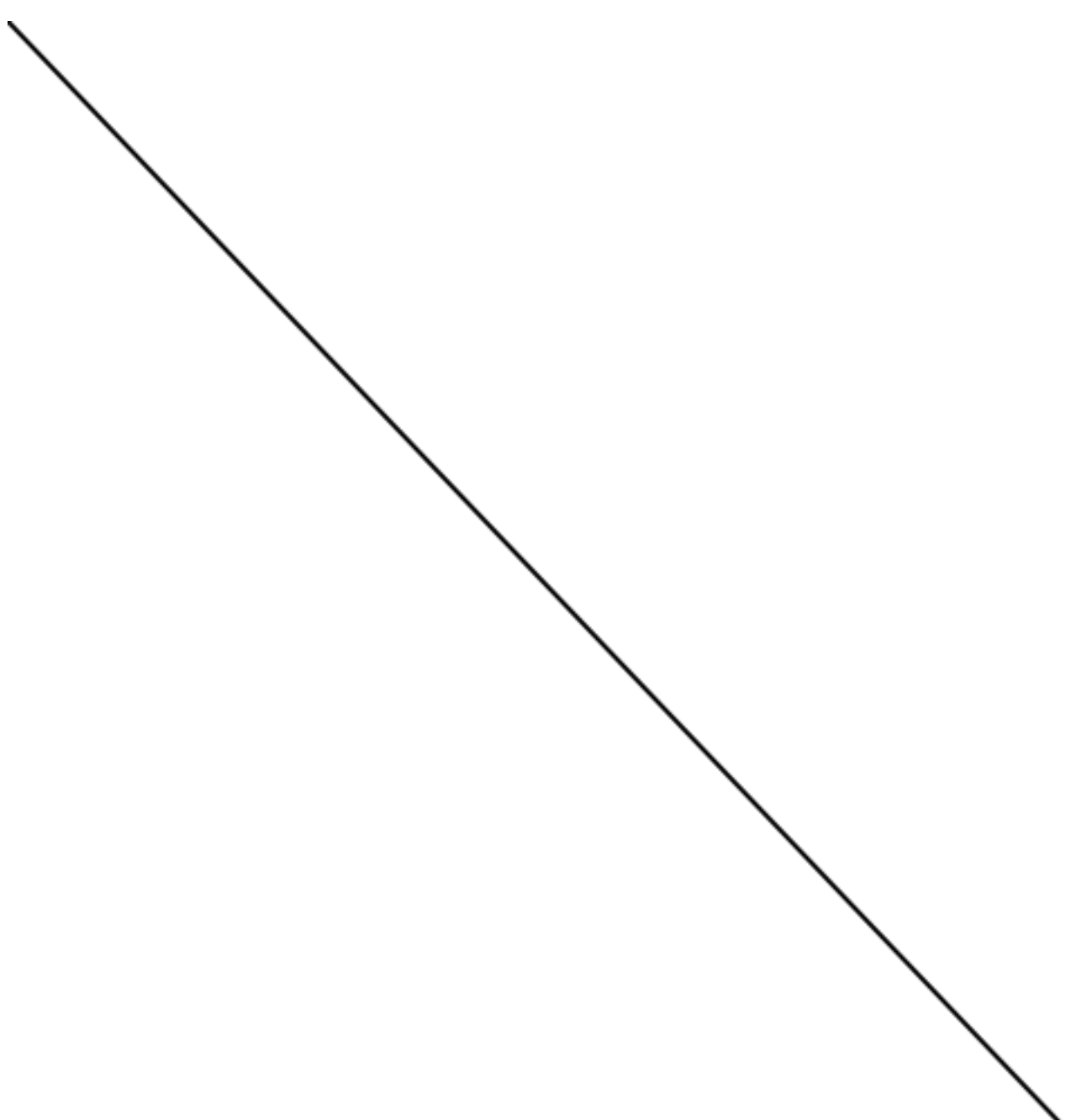
1 Settlement, or the Settlement Agreement otherwise does not become effective in accordance with its
2 terms, this Order shall be rendered null and void and shall be vacated, and the parties shall be restored to
3 their pre-settlement positions in this action as more specifically set forth in the Settlement.
4

5 IT IS SO ORDERED

6 DATED: 09/20/2022
7 _____, 2022



Honorable David S. Cunningham
Judge of the Los Angeles Superior Court



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, 2022, I served the foregoing document described as: **[REVISED PROPOSED] ORDER GRANTING SUPPLEMENTARY JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** 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, 2022, 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