

UNIQUE ID

**NOTICE OF PARTIAL CLASS ACTION SETTLEMENT IN THE CASE:
*Sarah Tither-Kaplan, Toni Gaal, et al. v. James Franco, Vince Jolivet, 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 September 20, 2022

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 DECEMBER 4, 2022 – SUBMIT YOUR CLAIM FORM
HERE**

WHAT ARE YOUR OPTIONS?

PARTICIPATE IN THE CLASS SETTLEMENT = <u>SUBMIT VALID CLAIM FORM BY DECEMBER 4, 2022</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 December 4, 2022 which you can do here
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")

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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 www.studio4settlement.com, no later than

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 **April 3, 2023** 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.

December 4, 2022. 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
c/o JND Legal Administration
PO Box 91398
Seattle, WA 98111
1-877-917-0090
info@studio4settlement.com

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**, 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 February 15, 2023 at 9:00 A.M. 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

³ "Final Approval Date" means 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.

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 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 December 4, 2022. 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 1-877-917-0090 and/or Class Counsel listed in Section 4.

14. Important Deadlines

The deadline to submit

- Valid Claim Form
- Notice of Objection to Settlement.

is December 4, 2022

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