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

COLIN HIGGINS PRODUCTIONS, LTD.,

Plaintiff,

vs.

UNIVERSAL CITY STUDIOS, LLC, and
DOES 1-100,

Defendant.

CASE NO. BC499180 (Related to Case Nos.
BC499179, BC499181, BC499182,
BC500040, and BC540146)

*Assigned to the Honorable Elihu M. Berle,
Department 323*

CLASS ACTION

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: December 11, 2015

Time: 10:00 a.m.

Dept.: 323

Action Filed: January 16, 2013

Trial Date: None

1 The Motion for an Order Granting Final Approval of Class Action Settlement came before this
2 Court, on December 11, 2015. The above captioned Action is a class action lawsuit brought by
3 Plaintiffs Colin Higgins Productions, Ltd. (“CHP”), Indigo, Inc. (“Indigo”), and Lynn Unger
4 Children’s Trust (“LUCT”) (collectively, “Plaintiffs”), against Defendant Universal City Studios, LLC
5 (“Universal” or “Defendant”) (collectively the “Parties”). Plaintiffs allege, inter alia, that the Profit
6 Participation Contracts they entered into require Universal to account to and credit Class Members for
7 100% of the gross receipts (i.e. revenues) derived by Universal or its subsidiaries from the sale of
8 Home Video and EST Revenues. Plaintiffs claim that Universal violated these Profit Participation
9 Contracts by reporting Home Video and EST Revenues based on 20% of the revenue received by its
10 wholly owned subsidiaries, rather than on 100% of these revenues as required by the contracts.
11 Defendant denies any and all alleged wrongdoing, and denies any liability to the Plaintiffs or to
12 members of the putative class.

13 On August 11, 2015, this Court entered an Order Granting Preliminary Approval of
14 Settlement, resulting in certification of the following provisional Settlement Class:

15 All persons and entities (and their successors-in-interest, assigns, and heirs) that are
16 parties to a “Class Profit Participation Contract” (defined by the Settlement Agreement
17 as a Profit Participation Contract, entered on or before December 31, 2014, that does
18 not include express provisions regarding the calculation of the Profit Participant’s
19 Profit Participation with regard to Home Video Revenue and/or Electronic Sell-
20 Through Revenue). Where a person or entity is a party to one or more Class Profit
21 Participation Contracts, but is also a party to a profit participation contract that does
22 not meet the definition of a Class Profit Participation Contract, that person or entity is
23 a member of the Settlement Class only with regard to the Class Profit Participation
24 Contract.

25 Excluded from the Settlement Class are:

26 a. Universal and any person, trust, firm, corporation or other entity Affiliated with or
27 related to Universal;

28 b. Any persons or entities who excluded themselves by filing a timely Request for
Exclusion in accordance with the requirements set forth by the Court;

c. Persons or entities who have entered into an agreement with Universal or its Affiliates
and their predecessors, subsequent to their Class Profit Participation Contract but regarding the same

1 motion picture, that includes express provisions regarding the calculation of the Profit Participant's
2 Profit Participation with regard to Home Video Revenue and/or Electronic Sell-Through Revenue,
3 including but not limited to a settlement agreement, an amendment to the relevant Class Participation
4 Contract, a side letter, or any other writing that sets forth such provisions, and was made prior to the
5 date of the Preliminary Approval Order; and

6 d. Other motion picture studios and their Affiliates or predecessors in interest.
7

8 That Order Granting Preliminary Approval of Settlement further directed the Parties to provide
9 Notice to the Class, which informed absent class members of: (a) the proposed Settlement, and the
10 Settlement's key terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of
11 any Class Member to object to the proposed Settlement, and an explanation of the procedures to
12 exercise that right; (d) the right of any Class Member to exclude themselves from the proposed
13 Settlement, and an explanation of the procedures to exercise that right; and (e) an explanation of the
14 procedures for class members to participate in the proposed settlement.

15 The Court, upon Notice having been given as required in the Preliminary Approval Order, and
16 having considered the proposed Settlement Agreement, attached hereto as Exhibit 1, as well as all
17 papers filed, hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

18 1. This Court has jurisdiction over the subject matter of the Actions and over all Parties to
19 the Actions, including all members of the Settlement Class.

20 2. The Court finds that the Settlement Class is properly certified as a class for settlement
21 purposes only.

22 3. The Notice provided to the Settlement Class conforms with the requirements of
23 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
24 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
25 law, and constitutes the best notice practicable under the circumstances, by providing individual notice
26 to all Class Members who could be identified through reasonable effort, and by providing due and
27 adequate notice of the proceedings and of the matters set forth therein to the other Class Members.
28 The notice fully satisfied the requirements of due process.

1 4. The Court finds the Settlement was entered into in good faith, that the Settlement is
2 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
3 requirements for final approval of this class action settlement under California law, including the
4 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
5 3.769.

6 5. _____ Class Members, _____, have objected to the terms of the Settlement.
7 Finding that the Settlement is fair, reasonable, and adequate, the Court finds that these objections lack
8 merit and are overruled.

9 6. _____ Class Members, _____, have requested exclusion from the Settlement, and
10 have thus been excluded and are not bound by the Judgment in this Action.

11 7. Upon entry of this Order, compensation to the participating members of the Settlement
12 Class shall be effected pursuant to the terms of the Settlement Agreement.

13 8. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
14 recognition of the Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves the
15 payment of an incentive to the Plaintiffs, in the amount of \$ _____ to each of the class representatives.

16 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
17 \$ _____, and the reimbursement of litigation expenses in the sum of \$ _____.

18 10. The Court approves and orders payment in the amount of \$ _____ to Gilardi &
19 Co. LLC for performance of its settlement claims administration services.

20 11. The Parties are ordered to give notice to all Class Members in accordance with CRC
21 3.771(b).

22 12. Upon the Effective Date, the Plaintiffs and all members of the Settlement Class, except
23 the excluded individuals referenced in paragraph 6 of this Order, shall have, by operation of this Order
24 and the accompanying Judgment, fully, finally and forever released, relinquished, and discharged
25 Defendant from all claims as defined by the terms of the Settlement, whether or not such Settlement
26 Class members execute and deliver a Claim Form. Upon the Effective Date, all members of the
27 Settlement Class shall be and are hereby permanently barred and enjoined from the institution or
28 prosecution of any and all of the claims released under the terms of the Settlement.

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13. Upon completion of administration of the Settlement, the parties shall file a declaration stating forth that claims have been paid and that the terms of the settlement have been completed.

14. This Judgment is intended to be a final disposition of the above captioned action in its entirety, and is intended to be immediately appealable. The Settlement Agreement, including the releases stated therein, is incorporated by reference into this Final Judgment, and fully and finally resolves all claims in this action.

15. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

IT IS SO ORDERED.

DATED: _____

HON. ELIHU M. BERLE