

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

ANTHONY TART, on behalf of himself and all
others similarly situated,

Plaintiffs,

-against-

LIONS GATE ENTERTAINMENT
CORPORATION, LIONS GATE FILMS, INC.,
and DEBMAR-MERCURY LLC,

Defendants.

Civil Action No: 1:14-cv-08004-AJN

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE**

This Joint Stipulation of Settlement and Release (the “Agreement”) is entered into by and between Anthony Tart and Adriana Silva (the “Named Plaintiffs”) individually and on behalf of the class(es) of individuals that they seek to represent (as defined below as “Class Members”), and Lions Gate Entertainment Corporation, Lions Gate Films, Inc., and Debmar-Mercury LLC (collectively, “Defendants”) (together with Plaintiffs, the “Parties”).

RECITALS

WHEREAS, on October 3, 2014, Named Plaintiff Tart filed a class and collective action lawsuit in the United States District Court for the Southern District of New York, No. 14 Civ. 08004 (AJN), captioned *Tart v. Lions Gate Entertainment Corporation, et al.*, on behalf of former interns engaged by Defendants, in which he claimed that Defendants violated the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §216(b), and wage and hour laws of New York by failing to pay the interns sufficient wages and provide appropriate wage notices and statements (the “Litigation”); and

WHEREAS, Plaintiff Adriana Silva expressed her desire to participate in this Litigation, and together with Plaintiff Tart to act as representative plaintiffs on behalf of themselves and other similarly situated individuals who were Interns at facilities, operations, and businesses of the Defendants, during the period from October 3, 2008 through the date that Defendants’ Interns began receiving at least the minimum wage for all the hours they interned; and

WHEREAS, the purpose of this Agreement is to settle fully and finally all Released Claims (as hereinafter defined) between Plaintiffs and Defendants, including all claims asserted in the Litigation; and

WHEREAS, Defendants deny all of the allegations made by Named Plaintiffs in the Litigation and deny that they are liable or owe damages to anyone with respect to the alleged facts or causes of action asserted in the Litigation; and

WHEREAS, without admitting or conceding any liability or damages whatsoever, Defendants agreed to settle the Litigation on the terms and conditions set forth in this Agreement, to avoid the burden and expense of continuing the Litigation; and

WHEREAS, Plaintiffs' Counsel analyzed and evaluated the merits of the claims made against Defendants in the Litigation, conducted interviews with putative class and collective members, obtained and reviewed depositions and documents relating to Defendants' policies, and analyzed data; and

WHEREAS, based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery or might result in a less favorable recovery, and that any recovery would not occur for several years, and that there was a risk no class or collective claims would be certified or a risk of future decertification if certification was granted, Plaintiffs' Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of Plaintiffs and the proposed classes.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

- 1.1 Agreement.** "Agreement" means this Joint Stipulation of Settlement and Release and all exhibits.
- 1.2 California Class Members.** "California Class Members" are individuals who were Interns for Defendants (or one of Defendants' related entities) in California, according to Defendants' records, from October 3, 2010 through August 30, 2014.
- 1.3 Claim Form Deadline.** "Claim Form Deadline" or "Bar Date" means the date sixty (60) days after Notice is mailed and/or emailed to all Class Members, by which a Class Member is required to return the Claim Form and Release to participate in this Settlement and Litigation. If the Settlement Claims Administrator re-mails the Notice to any Class Member pursuant to Section 2.2(B) or (C) of this Agreement because the initial mailing was returned as undeliverable, the Claim Form Deadline for such Class Member shall be sixty (60) days after the re-mailing.
- 1.4 Class Counsel.** "Class Counsel" or "Plaintiff's Counsel" means the law firms of Virginia & Ambinder, LLP, and Leeds Brown Law, P.C.
- 1.5 Class Members.** "Class Members" and Settlement Class Members" are individuals who are part of the New York Class, California Class or FLSA Class.

- 1.6 Claim Form and Release.** “Claim Form and Release” and “Settlement Claim Form and Release” and “Claim Form” all mean the form attached hereto as Exhibit A – or as otherwise approved by the Court -- that will be attached as Form 1 to the Notice, and that each New York Class Member, California Class Member or FLSA Class Member must submit, along with an IRS 2015 W-9 and a copy of a government-issued identification such as a passport or driver’s license, in order to become a Participating Claimant and receive a Settlement Check pursuant to Section 3.4.
- 1.7 Court.** “Court” means the United States District Court for the Southern District of New York.
- 1.8 Days.** “Days” means business days if the specified number is less than 10, and calendar days if the specified number is 10 or greater.
- 1.9 Defendants.** “Defendants” means Lions Gate Entertainment Corporation, Lions Gate Films, Inc., and Debmar-Mercury LLC.
- 1.10 Defendants’ Counsel.** “Defendants’ Counsel” means the law firm of Morgan, Lewis & Bockius LLP.
- 1.11 Effective Date.** Provided no appeal is timely filed, the “Effective Date” means thirty (30) days after the Court has entered a Final Order. If such an appeal is timely filed, the date of the latest of the following, if applicable, becomes the Effective Date: (1) any appeal from the Final Order has been finally dismissed; (2) the Final Order has been affirmed on appeal in a form substantially identical to the form of the Final Order entered by the Court; (3) the time to petition for review or for certiorari with respect to any appellate decision affirming the Final Order has expired; and (4) if a petition for review or for certiorari of an appellate decision is filed, the petition has been denied or dismissed, or, if granted, has resulted in affirmance of the Final Order in a form entered by the Court.
- 1.12 Employer Payroll Taxes.** “Employer Payroll Taxes” means all taxes and withholdings an employer is required to make arising out of or based upon the payment of wages in this Litigation, including FICA, FUTA, and SUTA obligations.
- 1.13 Fairness Hearing.** “Fairness Hearing” means the hearing before the Court relating to the Motion for Final Approval.
- 1.14 Final Approval Order.** “Final Approval Order” means the order entered by the Court after the Fairness Hearing, preferably in the form attached hereto as Exhibit B, approving the terms and conditions of this Agreement, authorizing distribution of the Settlement Checks and Service Awards, dismissing the Litigation with prejudice, and entering Judgment of Dismissal pursuant to this Agreement and in accordance with Fed. R. Civ. P. 58.
- 1.15 FLSA Class Members.** “FLSA Class Members” means individuals who were unpaid Interns for Defendants (or one of Defendants’ related entities) in any location during the

period from [3 years preceding date of submission of preliminary approval papers] through the date of the Preliminary Approval Order.

- 1.16 Gross Settlement Amount.** “Gross Settlement Amount” means a potential aggregate sum not to exceed One Million Three Hundred Forty One Thousand Seven Hundred Fifty-Two Dollars (\$1,341,752.00), which Defendants have agreed to pay to settle the Litigation as set forth in this Agreement, subject, *inter alia*, to Defendants’ right to terminate this Agreement as set forth below.
- 1.17 Intern or Interns.** “Intern” or “Interns” means any individual entitled to participate in the Settlement whose title or job position at Defendants, as reflected in Defendants’ records, is or included the term “Intern
- 1.18 Last Known Address.** “Last Known Address” means the most recently recorded physical mailing address and/or electronic mail address for a Class Member as such information is contained in Defendants’ HR database or other records.
- 1.19 Litigation.** “Litigation,” as set forth in the Introduction, means the litigation initiated by the complaint alleging violations of the FLSA and the wage and hours laws of New York, captioned: *Tart v. Lions Gate Entertainment Corporation, et al.*, No. 14 Civ. 08004.
- 1.20 Named Plaintiffs.** “Named Plaintiffs” or “Plaintiffs” shall mean Anthony Tart and Adriana Silva.
- 1.21 Net Settlement Fund.** “Net Settlement Fund” means the remainder of the Gross Settlement Amount after deductions for: (1) all Settlement Claims Administrator’s fees, costs, and expenses, including fees and costs associated with publication, distribution, and collection of Notice and Claim Forms; (2) Court-approved attorneys’ fees and costs for Class Counsel; (3) Court-approved Service Awards to the Named Plaintiffs as specified herein; (4) penalties pursuant to the California Private Attorney General Act of 2004 (“PAGA penalties”); and (5) a \$10,000.00 Reserve Fund as described in Section 3.1(E).
- 1.22 New York Class Members.** “New York Class Members” are individuals who were Interns for Defendants (or one of Defendants’ related entities) in New York, according to Defendants’ records, from October 3, 2008 through August 30, 2014.
- 1.23 Notice.** “Notice” and “Notices” mean the Court-approved Notice of Proposed Settlement of Class and Collective Action Lawsuit and Fairness Hearing, in the form attached as Exhibit C.
- 1.24 Objector.** “Objector” means an individual who files an objection to this Settlement and/or this Agreement, and does not include any individual who opts-out of this Agreement.
- 1.25 Opt-out Statement.** “Opt-out Statement” is a written, signed statement that an individual Class Member has decided to opt-out and not be included in this Settlement.

- 1.26 Participating Claimant or Participating Claimants.** “Participating Claimant” or “Participating Claimants” means: (a) for purposes of the release of any FLSA claims, each Class Member who properly and timely submits a Claim Form and Release, a copy of a government-issued identification such as a passport or driver’s license, and an IRS 2015 W-9 Form by the Claim Form Deadline and/or who cashes a Settlement Check; and (b) for purposes of the release of any and all state law claims, each Class Member who does not opt out of the Settlement in accordance with Section 2.5.
- 1.27 Parties.** “Parties,” as set forth in the Introduction, shall mean, collectively, Named Plaintiffs and Defendants.
- 1.28 “Postmark”** means the date stamped or otherwise indicated on an envelope by the United States Postal Service or other mail carrier. For any deadline under this Agreement that is based on a Postmark, in the event that there is no postmark date of the document being mailed by the Class Member, it shall be presumed the document was mailed three (3) Days prior to the date received by the Settlement Claims Administrator, excluding any Sunday or other day for which no postal service was provided.
- 1.29 Preliminary Approval Order.** “Preliminary Approval Order” means the Order entered by the Court in the form attached as Exhibit D, preliminarily approving the terms and conditions of this Agreement, and directing the manner and timing of providing Notices to the Class Members, and scheduling the Fairness Hearing.
- 1.30 Qualified Settlement Fund or QSF.** “Qualified Settlement Fund” or “QSF” means the account established by the Settlement Claims Administrator and funded by the Defendants for the purpose of holding the Settlement Amount and distributing all approved amounts to the proper individuals and parties. The QSF will be controlled by the Settlement Claims Administrator subject to the terms of this Agreement and the Court’s orders regarding Preliminary Approval and Final Approval. Interest, if any, earned on the QSF will become part of the Settlement Amount.
- 1.31 Released Federal Law Claims.** “Released Federal Law Claims” shall collectively mean any and all federal law claims, obligations, demands, actions, rights, causes of action, and liabilities against Releasees, of whatever kind and nature, character and description, whether known or unknown, and whether anticipated or unanticipated, including unknown claims, that accrue or accrued on any date up through the date of the Preliminary Approval Order, for any type of relief under the Fair Labor Standards Act (“FLSA”) that arose from or relate in any way to any Intern or any other relationship any individual covered by this Settlement had with Defendants, including without limitation FLSA claims for wages, overtime, damages, unpaid costs, penalties (including late payment penalties), premium pay, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, and any related or derivative claims, including but not limited to related or derivative claims arising under the Employment Retirement Income Security Act (“ERISA”).
- 1.32 Released State Law Claims.** “Released State Law Claims” shall collectively mean any and all New York State, California State and other state and local claims, including any

wage and hour claims, obligations, demands, actions, rights, causes of action and liabilities against Releasees, of whatever kind and nature, character and description, whether known or unknown, and whether anticipated or unanticipated, including unknown claims, that accrued or accrue on any date up through the date of the Preliminary Approval Order, for any type of relief under New York law, California law and other state and local law that that arose from or are in any way related to any Intern or any other relationship any individual covered by this Settlement had with Defendants, including without limitation claims under any legal theory for failure to pay minimum wage, failure to pay overtime, failure to pay for all hours worked, failure to provide meal and rest periods, failure to timely pay final wages, failure to reimburse for business expenses, and/or failure to furnish accurate wage statements or other notices, and any and all claims for recovery of compensation, overtime pay, minimum wage, premium pay, interest, and/or penalties, and any related or derivative claims, including but not limited to claims under the Employee Retirement Income Security Act (“ERISA”), other penalties, related tort and punitive and liquidated damages claims, and/or violations of any other state or local statutory and common law.

The California state law claims that are released specifically include, without limitation: California Labor Code §§ 96 to 98.2 et seq.; California Payment of Wages Law, and in particular California Labor Code §§ 200 et seq., including, but not limited to, California Labor Code §§ 200 to 244 and §§ 203, 218, and 218.5; California Labor Code § 400 et seq.; California Working Hours Law, California Labor Code § 500 et seq.; California Labor Code §§ 1171-1206 (including, but not limited to, §§ 1182.11, 1182.12, 1193, 1194, 1194.2, 1197, 1197.1, and 1198); California Labor Code §§ 1400 to 1408; California Labor Code Private Attorneys General Act of 2004, codified at California Labor Code §§ 2698 to 2699.5, including without limitation claims asserted under this statute on behalf of the State of California; California Labor Code §§ 2800, 2802, 2804, and 2810.5; California Labor Code §§ 6310 and 6311; California Industrial Welfare Commission Wage Orders (including, but not limited to, Wage Order Nos. 11-2001 and 12-2001); California Unfair Competition Act, and in particular, California Business & Professions Code § 17200 et seq., California Civil Code § 1542; and the California Constitution.

The New York state law claims that are released specifically include, without limitation: N.Y. Lab. Law § 160 et seq.; N.Y. Lab. Law § 190 et seq. (including, but not limited to, §§ 191, 193, 195, and 198); N.Y. Lab. Law §§ 215 and 218; New York Minimum Wage and Hour Law: N.Y. Lab. Law § 650 et seq.; 12 N.Y. Comp. Codes R. & Regs. Pt. 142-2.1 et seq. (including, but not limited to, §§ 142-2.2, 142-2.4, and 142-2.14).

1.33 Releasees. “Releasees” means Lions Gate Entertainment Corporation, Lions Gate Films, Inc., and Debmar-Mercury LLC, and their respective present and former affiliates, divisions, subsidiaries (including but not limited to Talk WW Production, Inc.), parents, predecessors and their affiliated and related entities, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders, insurers or reinsurers, employee retirement or benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or

principals thereof, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity that could be jointly liable with any of them.

- 1.34 Settlement.** “Settlement” means the proposed settlement, subject to the Court’s approval, entered into by the Parties to resolve the Litigation on behalf of Plaintiffs, Class Members, Participating Claimants, Defendants, and Releasees as set forth in this Agreement.
- 1.35 Settlement Amount.** The “Settlement Amount” shall cover all Participating Claimants’ payments, the employee share of Employer Payroll Taxes, the Reserve Fund, the Court-approved attorneys’ fees and costs, the Settlement Claims Administrator’s fees and costs, and the Service Awards, all of which shall not exceed the Gross Settlement Amount.
- 1.36 Settlement Claims Administrator.** The “Settlement Claims Administrator” will be Gilardi & Co. LLC. The Settlement Claims Administrator will be responsible for mailing (including e-mailing) the Notice to Class Members; maintaining a static website where the Notice, Claim Form and Release can be downloaded; responding to Class Member inquiries; calculating Class Members’ settlement allocation; reporting on the state of the Settlement to the Parties; communicating with and advising Class Members of defective or incomplete claim forms; establishing and administering the QSF; distributing settlement payments; calculating and paying the Employer Payroll Taxes; calculating and withholding Class Members’ share of applicable payroll taxes (including, without limitation, federal, state, and local income tax withholding, FICA, Medicare and any state or local employment taxes); remitting such withheld funds to the appropriate taxing authorities and providing any related tax reporting; preparing and filing all tax returns necessary for the Settlement and the QSF; preparing a declaration regarding its due diligence in the claims administration process; and performing such other duties as the Parties may jointly direct or as are specified herein, including, without limitation, such duties as are specifically set forth in Sections 2 and 3 hereof. All settlement administration amounts, including but not limited to the Settlement Claims Administrator’s fees and costs, shall be paid from the Gross Settlement Amount in the QSF. If the Settlement is not given final approval by the Court and does not become Effective, the Parties shall bear settlement administration fees and costs equally.
- 1.37 Settlement Checks.** “Settlement Checks” means checks issued to Participating Claimants for their share of the Net Settlement Fund calculated in accordance with this Agreement, including Section 3.4.
- 1.38 Updated Address.** “Updated Address” means a mailing address that was updated via a standard skip trace or an updated mailing address provided by the United States Postal Service, NCOA database, Class Counsel, or a Class Member.

2. APPROVAL AND CLASS NOTICE

- 2.1 Binding Agreement.** This Agreement is a binding agreement and contains all material agreed-upon terms for the Parties to seek a full and final settlement of the Litigation.

2.2 Retention of the Settlement Claims Administrator. The Settlement Claims Administrator will be responsible for the services defined in Section 1.36, including through the following steps:

- (A) The Settlement Claims Administrator will provide regular reports to the Parties regarding the status of the mailing (including emailing) of the Notices to Class Members, a summary of the number of individuals who have filed Claims Forms or requested to opt-out or submitted objections, a summary of Class Members who submit an incomplete or defective Claim Form with a description of steps taken to notify the claimant to cure the defect; the claims administration process, distribution of the Settlement Checks, and other matters relating to the Settlement.
- (B) In the event that subsequent to the first mailing of the Notice and prior to the Claim Form Deadline, that Notice is returned to the Settlement Claims Administrator by the United States Postal Service with a forwarding address for the recipient, the Settlement Claims Administrator shall re-mail the Notice to that address within seven (7) days, and the new address shall be deemed the Updated Address for that Class Member.
- (C) In the event that subsequent to the first mailing of the Notice and up to five (5) days prior to the Claim Form Deadline, a Notice is returned to the Settlement Claims Administrator by the United States Postal Service with no forwarding address, or for an individual notified by email the email address bounces back as undeliverable, the Settlement Claims Administrator shall perform a standard skip trace in an effort to attempt to ascertain the current postal mailing or email address for the Class Member in question. If such address is ascertained, the Settlement Claims Administrator will re-send the Notice promptly upon receiving such information, and in no event later than five (5) days of receiving the information, and such information will be deemed the Updated Address. If no Updated Address is obtained for that Class Member, the Class Notice shall be sent again to the Last Known Address.
- (D) Claim Forms reflecting Opt-ins from FLSA Class Members postmarked on or before the Claim Form Deadline that are presented to the Settlement Claims Administrator shall be deemed as filed with the Court.
- (E) The Settlement Claims Administrator will promptly provide an IRS Form W-9 to Defendants following its engagement by the Parties. Defendants agree to reasonably cooperate with the Settlement Claims Administrator, provide accurate information necessary to calculate the amounts of the Settlement Checks, provide reasonably available data to assist the Settlement Claims Administrator in locating Class Members, and provide other reasonably available information related to the administration of the Settlement.

2.3 Preliminary Approval Motion.

- (A) Upon execution of this Agreement, Defendants' Counsel shall execute a stipulation reflecting the Parties' agreement that the Amended Complaint, as annexed as Exhibit F, shall be used as the operative complaint for the purposes of Settlement. Upon execution of this Agreement, Plaintiffs shall file the Amended Complaint. To the extent that any application to the Court needs to be made to further amend the complaint during the course of Settlement, Defendants shall work cooperatively with Plaintiffs to achieve the filing. Once the Amended Complaint is filed with the Court, the Parties will make all applications, correspondence, requests, and motions utilizing the caption of the Amended Complaint.
- (B) Plaintiffs shall file a Motion for an Order Preliminarily Approving the Class and Collective Action Settlement and Conditionally Certifying the FLSA Class for Settlement Purposes Only ("the Preliminary Approval Motion"). The Preliminary Approval Motion will be provided to Defendants for review and approval at least ten (10) days prior to filing with the Court, and Plaintiffs will review and may accept Defendants' proposed changes. Defendants shall provide proposed changes within five (5) days of receipt. In connection with the Preliminary Approval Motion, Plaintiff will submit to the Court this Agreement, including all exhibits such as the proposed Preliminary Approval Order attached here as Exhibit D.
- (C) The Preliminary Approval Motion also will seek the setting of date(s) for individuals to opt-out, elect to participate, or provide objections to this Agreement, and for a Fairness Hearing before the Court at the earliest practicable date.
- (D) In the Preliminary Approval Motion, Class Counsel will inform the Court of the intended process to obtain a "Final Approval Order" and a "Judgment of Dismissal" that will, among other things: (1) approve the settlement as fair, adequate and reasonable; (2) incorporate the terms of the Release, as described herein; (3) dismiss the Litigation with prejudice; (4) award Class Counsel fees and costs; and (5) award Service Awards to the Named Plaintiffs as more fully set forth herein. Provided that the terms of this Agreement are adhered to, and Defendants' reasonable changes are incorporated into the Preliminary Approval Motion, Defendants may not oppose the Preliminary Approval Motion.
- (E) The Parties will work together, diligently and in good faith, to obtain expeditiously a Preliminary Approval Order, Final Approval Order, and Judgment of Dismissal.

2.4 Notice to Class Members.

- (A) Within twenty (20) days of the Court's issuance of a Preliminary Approval Order, Defendants shall provide the Settlement Claims Administrator, in electronic form, for all Class Members the following information: name, Last Known Addresses, and internship state to the extent that information exists in Defendants' records ("Class List") and in any supplemental list Class Counsel has developed through its social media review and which has been confirmed by Defendants as being accurate. The Class List and the data and information contained in the Class List shall not be disclosed to the Named Plaintiffs, Class Counsel or anyone else

external to the Settlement Claims Administrator without the written consent of Defendants, provided that the Settlement Claims Administrator may share with Class Counsel at its request the number of individuals on the Class List. Prior to the provision of the Class List, the Settlement Claims Administrator shall execute an agreement, in a form acceptable to Defendants, not to use or disclose the information from the Class List except as is necessary to perform the services required of the Settlement Claims Administrator or to effectuate the terms of this settlement procedure under this Agreement. If an individual claiming to be a putative class member contacts Plaintiff's counsel, Defendants will provide Plaintiff's counsel with the necessary contact information or documents so that Plaintiff's counsel may consult with the individual about his or her claim. For any individual on the Class List for whom the Last Known Address consists only of an email address, or contains no valid address at all, the Settlement Claims Administrator shall perform a standard skip trace in order to attempt to ascertain the current postal mailing address for the Class Member in question, and any address so identified will become part of the Last Known Address.

- (B) Within ten (10) days of the receipt of the Class List, or as soon thereafter as practicable, the Settlement Claims Administrator will mail to all Class Members for whom a postal mailing address is part of the Last Known Address, via First Class United States Mail, postage prepaid, the Court-approved Notice and Claim Form and Release. Within ten (10) days of the receipt of the Class List, or as soon thereafter as practicable, the Settlement Claims Administrator will email to all Class Members for whom the Last Known address consists only of an email address, or whose email address in the Last Known Address contains an .edu suffix, the Court-approved Notice and Claim Form and Release.
- (C) The Settlement Claims Administrator will take reasonable steps to obtain the correct address of any Class Members for whom a Notice is returned as undeliverable and shall attempt re-mailings as described in Section 2.2 and 2.5 of this Agreement. The Settlement Claims Administrator will notify Class Counsel and Defendants' Counsel of any Notice sent to a Class Member that is returned as undeliverable after the first mailing, as well as any such Notice returned as undeliverable after any subsequent mailing(s) as set forth in this Agreement.
- (D) During the period beginning on the date the Notice, Claim Form and Release are mailed and/or emailed to Class Members, and continuing through the Claim Form Deadline, the Settlement Claims Administrator will maintain a static website where the Notice and Claim Form can be downloaded in PDF to be physically mailed.

2.5 New York and California Class Member Opt-outs.

- (A) Any New York or California Class Member who chooses to opt-out of the Settlement as set forth in this Agreement must mail via First Class United States Mail, (postage prepaid) fax, or e-mail a written, signed statement to Class Counsel or the Settlement Claims Administrator that: (i) states he or she is opting out of the settlement; (ii) includes his or her name, address, and telephone numbers; and (iii)

unconditionally states an intention to opt-out, such as: “I opt out of the Lions Gate settlement” (“Opt-out Statement”). To be effective, an Opt-out Statement must be postmarked, faxed or emailed within sixty (60) days from the mailing of the Notice to the Class Member (“Opt-out Period”). For any deadline under this Agreement that is based on a postmark, in the event that there is no postmark date of the document, it shall be presumed the document was mailed three (3) days prior to the date received by the Settlement Claims Administrator’s receipt of the document, excluding any Sunday or other day for which no postal service was provided. It is the responsibility of the individual seeking to opt-out to retain a copy of the Opt-out Statement and proof of timely mailing, emailing or faxing.

- (B) Class Members whose first mailing was returned to the Settlement Claims Administrator as undeliverable will be allowed to opt-out or object up to thirty (30) days from the date of the second mailing. The Settlement Claims Administrator shall not attempt more than two (2) mailings of the Notice to any Class Member.
- (C) The Settlement Claims Administrator shall keep accurate records of the dates on which it sends Notices to each Class Member.
- (D) The Settlement Claims Administrator will stamp the postmark date on the original of each Opt-out Statement that it receives and shall serve copies of each Opt-out Statement on Class Counsel and Defendants’ Counsel not later than three (3) days after receipt thereof. The Settlement Claims Administrator will, within twenty-four (24) hours of the end of the Opt-out Period, send a final list of all Opt-out Statements to Class Counsel and Defendants’ Counsel by email. The Settlement Claims Administrator will retain the stamped originals of all Opt-out Statements and originals of all envelopes accompanying Opt-out Statements in its files until such time as the Settlement Claims Administrator is relieved of its duties and responsibilities under this Agreement.
- (E) Any New York or California Class Member who does not properly submit an Opt-out Statement pursuant to this Agreement will be bound by the Settlement and the terms of this Agreement as to, and will have released, the Released State Law Claims, as set forth in this Agreement and as approved by the Court. Any Class Member who files a Claim Form and Release (“Participating Claimant”) or who cashes a Settlement Check shall be bound by the Settlement and deemed to have released both the Released State Law Claims and the Released FLSA Claims, except where a Class Member submits both an Opt-out Statement and Claims Form, the conflict will be resolved as provided in Section 2.8(C).
- (F) Upon execution of this Agreement, the Named Plaintiffs are not required to submit a Claim Form and Release to be deemed Participating Claimants and will receive a Settlement Check, if approved by the Court. The Named Plaintiffs shall not opt-out of the Settlement, and the execution of this Agreement shall signify his/her agreement to all of its terms.

2.6 Ability to Revoke. Defendants may revoke this Agreement if (1) more than 5% of Class Members timely and properly submit Opt-Out Statements pursuant to Sections 2.5(A) and (B), and (2) Defendants' Counsel delivers written notice to Class Counsel via email or overnight mail of its intent to revoke this Agreement within ten (10) business days after the end of the Opt-out Period.

2.7 Objections to Settlement.

- (A) New York and California Class Members who do not opt-out and who wish to object to the proposed settlement must do so in writing. To be considered, a written objection must be mailed to the Settlement Claims Administrator via First-Class United States Mail, postage prepaid, and be received by the Settlement Claims Administrator by a date certain thirty (30) days from the mailing of the Notice to the Class Member. The written objection must include the words, "I object to the settlement in the Lions Gate case" as well as all reasons for the objection. Any reasons not included in the written objection will not be considered. The written objection must also include the name, address, dates of the internship, and telephone numbers for the Class Member making the objection. The Settlement Claims Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Defendants' Counsel by email no later than ten days before the Final Approval Hearing or as soon as received if received less than 10 days before the hearing. The Settlement Claims Administrator shall file the date-stamped originals of any and all objections with the Court with their affidavit of compliance in support of the Final Approval Motion. It is the responsibility of any Class Member who files an objection (an "Objector") to retain a copy of the objection and proof of timely mailing hereunder.
- (B) A valid Objector also has the right to appear at the Fairness Hearing either in person or through counsel hired by the Objector. An Objector who wishes to appear at the Fairness Hearing must state his or her intention to do so in writing on his or her written objections at the time he or she submits his or her written objections by including the words, "I intend to appear at the Fairness Hearing" in that submission. An Objector may withdraw his or her objections at any time. No Class Member may appear at the Fairness Hearing unless he or she has submitted a valid and timely objection that complies with all procedures provided in this Section and the previous Section. No Class Member may present an objection at the Fairness Hearing based on a reason not stated in his or her written objections. A Class Member who has submitted an Opt-out Statement may not submit objections to the Settlement.
- (C) The Parties may file with the Court written responses to any filed objections no later than three (3) days before the Fairness Hearing.

2.8 Participating Claimants.

- (A) Class Members who do not opt-out of the settlement pursuant to Section 2.5 may elect to become Participating Claimants by submitting a timely and valid Claim

Form and Release as described below. Class Members who wish to exercise this option and certify their entitlement to payment under the Settlement must (1) fully and timely complete and sign the Claim Form and Release, and (2) timely mail, email, or fax, (i) the executed Claim Form and Release, (ii) an IRS 2015 W-9 Form, and (iii) a copy of a government- issued identification such as a passport or driver's license ("Authorization Documents"). If the Claim Form and Release is not received by the Settlement Administrator on or before the Claim Form Deadline, then that Class Member will be deemed to have forever waived his or her right to be a Participating Claimant and receive payment under this Settlement. However, as long as any New York or California Class Member does not properly submit an Opt-Out Statement, New York and California Class Members shall be subject to the Judgment of Dismissal and release of Released State Law Claims even if they do not submit the Claim Form and Release in accordance with the above sentences. Only Participating Claimants shall be entitled to payment pursuant to this Agreement.

- (B) If a Class Member submits a timely Claim Form and Release, but fails to complete the Claim Form and Release, fails to submit a complete W-9 Form, or fails to submit a copy of government issued identification, then that Class Member shall be notified by the Settlement Claims Administrator within two (2) days of receipt of the Claims Form and Release of the nature of the defect and instructions to cure the defect no later than five (5) days before the deadline for the Motion for Final Approval. This notification will be sent by U.S. Mail, and if the email and/or cell phone number of the Class Member is reasonably ascertainable, will be sent by email and/or text as well. The Settlement Claims Administrator shall further advise Class Counsel of the name and contact information for the Class Member, along with a copy of the incomplete documents. Class Counsel may communicate with that Class Member for the purpose of securing timely and complete documents. Any Class Member that fails to cure the defect on or before five (5) days before the deadline for the Motion for Final Approval shall not receive his or her settlement allocation, will not receive a Settlement Check, and said funds shall revert back to Defendants. However, the failure to cure any defect as described in this subsection shall not extinguish the Class Member's ability to recover from the Reserve Fund, as described in Section 3.1(E), provided that individuals who have failed to cure a defect and/or otherwise failed to comply with the provisions of this Agreement will recover from the Reserve Fund only after, and only if any money remains in that fund, the payment of anyone who is eligible to recover from that fund because of an error in the Class List.
- (C) A New York or California Class Member who submits an Opt Out Statement and also submits a Claim Form and Release shall be sent a cure letter by the Settlement Class Administrator seeking clarification of whether they intend to opt out of the settlement or become a Participating Claimant. Absent a response to the contrary, or if there is no response at all, such Class Member will be deemed to have opted-out of the settlement pursuant to Section 2.5.

2.9 [INTENTIONALLY LEFT BLANK]

2.10 Motion for Final Approval. Not later than fifteen (15) days before the Fairness Hearing, Plaintiffs will file with the Court their Motion for Final Approval. The Motion for Final Approval will be provided to Defendants for review and comment at least ten (10) days prior to filing with the Court, and Plaintiffs will accept Defendants' reasonable comments.

2.11 Entry of Judgment. At the Fairness Hearing and through Plaintiffs' Motion for Final Approval, the Parties will request that the Court, among other things: (a) certify a Rule 23 Class consisting of the New York Class and California Class for purposes of settlement only, (b) enter Judgment in accordance with this Agreement in the form attached hereto as Exhibit B, (c) approve the Settlement and Agreement as final, fair, reasonable, adequate, and binding such that all Class Members who have not timely opted out pursuant to Section 2.5 have released all Released State Law Claims, and such that all Participating Claims who submit a Claim Form and/or cash a Settlement Check have released all Released Federal Law Claims, (d) order Defendants to fund the QSF in the Settlement Amount, including any Court-approved amounts, (e) authorize the distribution of applicable amounts to Plaintiffs, Participating Claimants, and the respective individuals and entities involved herein, (f) award attorney's fees and costs to Class Counsel, and (g) dismiss the Litigation with prejudice.

2.12 Effect of Revocation or Failure to Grant Preliminary or Final Approval. If (1) the Court fails to enter Judgment in accordance with this Agreement, or (2) such Judgment does not become Final as defined herein, or (3) the Agreement does not become Effective, or (4) Defendants revoke the Settlement pursuant to Section 2.6, then (i) this Agreement shall have no force or effect, other than this Section 2.12, the non-disclosure provisions in Section 5.13, and the non-admission provisions in Section 4.2; (ii) neither this Agreement, nor any other related papers or orders, nor the negotiations leading to the Settlement, shall be cited to, used, or admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; (iii) the preliminary and conditional certification of the class, if any, shall become null and void, and the fact of certification shall not be cited to, used, or admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; (iv) none of the Parties will be deemed to have waived any claims, objections, defenses, or arguments with respect to the issue of class or collective action certification or the merits of Plaintiffs' claims or any other issue; (v) none of the information provided by Defendants to Class Counsel for purposes of settlement negotiations or obtained by Class Counsel about Class Members as a result of the settlement approval process shall be used by Class Counsel in the Litigation; and (vi) the Litigation will proceed as if no settlement had been attempted. However, before this Agreement can be revoked or terminated, the Parties jointly agree to: (1) seek reconsideration or appellate review of the decision denying entry of Judgment, (2) schedule a mediation session with Judge Katz to address any concerns of the Court, and/or (3) attempt to renegotiate the settlement and seek Court approval of the renegotiated settlement. In the event this Agreement does not become Final and the Notice already has been sent to the Class Members, the Settlement Claims Administrator will provide additional notice to the Class Members in a form jointly agreed upon by the Parties that the Agreement did not receive final approval and that, as a result, no payments will be

made to Participating Claimants or Class Members under the Agreement. Such notice shall be mailed by the Settlement Claims Administrator via First Class United States Mail, postage prepaid, to the addresses used by the Settlement Claims Administrator in mailing the Notice. The costs of such mailing shall be split equally between Plaintiffs and Defendants.

2.13 Payment to Participating Claimants.

- (A) No later than twenty (20) days after the Effective Date, Defendants shall fund and deposit the Settlement Amount into the QSF.
- (B) A Participating Claimant who timely and validly submits a completed Claim Form and Authorization Documents will be issued a Settlement Check by the Settlement Claims Administrator from the QSF in accordance with the Final Approval Order. The Settlement Claims Administrator will notify the Parties in writing of the date the Settlement Checks will be sent at least two business days before transmission.
- (C) Within ten (10) days after Defendants fund and deposit the Settlement Amount into the QSF, The Settlement Claims Administrator shall:
 - (1) mail all Settlement Checks to Participating Claimants at their Last Known Address or the address provided on their Claim Form and Release, along with a notice that they have 180 days to cash the Settlement Checks or their check will become invalid (“Check Cashing Period”),
 - (2) provided they have timely received a Form W-9 from the Settlement Claims Administrator wire all Court-approved attorneys’ fees and costs to Class Counsel,
 - (3) mail all Court-approved Service Awards to Class Counsel, and
 - (4) distribute any other proceeds in accordance with the Final Approval Order
- (D) Defendants and the Settlement Claims Administrator shall exchange such information as is necessary and reasonably available for the Settlement Claims Administrator to make proper tax withholdings and comply with tax reporting obligations as described in Section 3.5.

3. SETTLEMENT TERMS

3.1 Settlement Amount.

- (A) Defendants agree to pay a maximum Gross Settlement Amount of One Million Three Hundred Forty One Thousand Seven Hundred Fifty Two Dollars (\$1,341,752.00) (subject to their right to terminate this Agreement as set forth in Section 5.1), which shall fully resolve and satisfy any claim for attorneys’ fees and costs approved by the Court, any and all amounts to be paid to Class Members, any Court-approved Service Awards to the Named Plaintiffs, all Employer Payroll

Taxes, any payments for PAGA penalties, and all other applicable taxes, interest, and the Settlement Claims Administrator's fees and costs. Defendants will not be required to pay more than the gross total of One-Million Three-Hundred-Forty-One-Thousand Seven-Hundred-Fifty-Two Dollars (\$1,341,752.00) under the terms of this Agreement.

- (B) No later than twenty (20) days after the Effective Date, Defendants shall fund and deposit the Settlement Amount, which will be an amount sufficient to cover all Participating Claimants' Settlement Checks, the Reserve Fund, the Court approved attorneys' fees and costs, the Settlement Claims Administrator's fees and costs including those associated with Notice, any payments for PAGA penalties and Service Awards, into the QSF. Any settlement share amounts not claimed by Class Members because they did not submit a Claim Form to be a Participating Plaintiff, any portion of the Settlement Amount attributable to attorneys' fees and costs, settlement administration fees and costs and/or Service Awards not awarded by the Court, and any other amount remaining after the terms of this Agreement are fully carried out shall be retained by Defendants. Any interest accrued from the QSF shall immediately be added to and become part of the Settlement Amount.
- (C) The Settlement Claims Administrator shall notify Class Counsel within 90 days after the transmission of Settlement Checks as to the names of any Participating Claimant that has yet to cash his/her Settlement Check. Settlement Checks not cashed within the Check Cashing Period will be void and a stop-payment directive shall be placed by the Settlement Claims Administrator with the applicable bank. The amounts in the QSF attributable to the void and uncashed Settlement Checks will revert to Defendants. Participating Claimants who do not redeem their Settlement Checks shall remain bound by this Settlement and the Releases in Section 4.1. Within 90 days of the end of the Check Cashing Period, the amounts of uncashed Settlement Checks shall be returned to Defendants. This Agreement and the Judgment of Dismissal do not and will not create any unpaid residue or unpaid residual with respect to the amounts of uncashed checks, and no distribution of such shall be required. The provisions of any unclaimed property statute or law do not apply to this action or this Agreement.
- (D) The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. §1.468B-1, 26 CFR § 1.468B-1, et seq., and will be administered by the Settlement Claims Administrator as such. With respect to the QSF, the Settlement Claims Administrator shall: (1) calculate, withhold, remit and report each Class Member's share of applicable payroll taxes (including, without limitation, federal, state and local income tax withholding, FICA, Medicare and any state or local employment taxes), and indemnify Defendants for any penalty arising out of any error or incorrect calculation and/or interest with respect to any late deposit of the same; (2) calculate and remit the Employer Payroll Taxes; (3) satisfy all federal, state and local and income and other tax reporting, return and filing requirements with respect to the QSF; and (4) satisfy out of the QSF all (i) taxes (including any estimated taxes, interest or penalties)

with respect to the interest or other income earned by the QSF, and (ii) fees, expenses and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Stipulation. The aforementioned taxes, fees, costs and expenses shall be treated as and included in the costs of administering the QSF. The Parties and the Settlement Claims Administrator shall elect to treat the Settlement Fund as coming into existence as a Qualified Settlement Fund on the earliest date set forth in 26 CFR §1.468B-1(j)(2)(i), and that such election statement shall be attached to the appropriate returns as required by 26 CFR §1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Settlement Claims Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section. The parties will require the Settlement Claims Administrator to indemnify and hold harmless the Parties for and against any claims or liabilities resulting from errors or omissions in its administration of the QSF.

- (E) The Settlement Claims Administrator shall set aside \$10,000.00 of the QSF as a Reserve Fund (the “Reserve Fund”) to resolve any errors or omissions in the Class List or for any late claims that the Parties have agreed, or that Judge Katz determines, should be paid. Any individual wishing to collect from the Reserve Fund shall submit a sworn, notarized statement along with a fully executed Claim Form and Release and a W-9 Tax Form and all Authorization Documents to Class Counsel or the Settlement Claims Administrator. Class Counsel or the Settlement Claims Administrator shall promptly email all supporting documents from any such individual to Defendants’ Counsel and Class Counsel, and in no event later than 75 days after the Settlement Checks are distributed to the Participating Claimants. Fifteen (15) days after such supporting documents are made available to the Parties, the Parties shall endeavor to resolve all errors, omissions, or late claims. For those alleging that they should have been included in the Class, and for any other claimed error or dispute, it will be presumed that Defendants’ records and/or the records of the post office and/or the Settlement Claims Administrator (the “Settlement Records”), are accurate unless the Class Member provides competent evidence otherwise. If the Class Member does not provide documentary evidence that contradicts the Settlement Records, Judge Katz shall decide the dispute against the individual based on the Settlement Records following a conference with counsel for the Parties. If the Class Member provides competent evidence contradicting the Settlement Records, the parties shall confer in good faith and attempt to resolve the dispute. If such dispute regarding participation or allocation based on contradictory evidence cannot be resolved, such dispute shall be decided by Judge Katz., whose decision will be final and binding.

Defendants have no obligation to make any payment if the Reserve Fund is exhausted. Any individual who is accepted as a Participating Claimant in accordance with this Section within fourteen (14) or more days *prior to* the distribution of the Settlement Checks shall be paid from the Net Settlement Fund. Any individual who is accepted as a Participating Claimant in accordance with this Section *after* the date that is fourteen (14) days prior to the distribution of the Settlement Checks but no later than 180 days after the end of the Check Cashing

Period, shall be paid from the Reserve Fund. If an individual is accepted as a Participating Claimant after the date that is fourteen (14) days prior to distribution of the Settlement Checks, but no later than 180 days after the end of the Check Cashing Period, and the Reserve Fund is exhausted, Defendants have no obligation to make a payment to that Participating Class Member. One-Hundred-Eighty (180) days after the Check Cashing Period, no further claims shall be accepted for any reason. Any amount remaining in the Reserve Fund 180 days after the end of the Check Cashing Period will be returned to Defendants.

- (F) All payments including Settlement Checks to Participating Claimants made pursuant to this Agreement shall be deemed to be paid to such Participating Claimants solely in the year in which such payments actually are received by the Participating Claimant. It is expressly understood and agreed that any amount paid to any Participating Claimant shall not create any credit or otherwise affect the calculation of benefits provided under any pension, retirement, retirement savings, excess or supplemental retirement or retirement savings, any deferred compensation, bonus, equity, incentive, severance, displacement, supplemental unemployment, health, life, or disability plan, or any benefit, pension, or other compensation or benefit plan, policy, program, or arrangement (collectively, the “Lions Gate Benefit Plans”) provided by Defendants or any Releasee. Similarly, no payment made pursuant to this Settlement is or will be considered as “Compensation,” “Earnings,” “Salary,” or any similar definition under any Lions Gate Benefit Plans, no payment is or may be considered eligible compensation for Lions Gate Benefit Plans, or for Lions Gate’s 401(k) Savings and Retirement Plans, or for any other benefit purposes, and no payment will require any contribution or award under any Lions Gate Benefit Plan, or otherwise modify benefits, contributions or coverage under any Lions Gate Benefit Plan.

3.2 Settlement Amounts Payable as Attorneys’ Fees and Costs.

- (A) At the Fairness Hearing and Motion for Final Approval, Class Counsel will petition the Court for an award of attorneys’ fees and costs of Three-Hundred-Twenty-Four-Thousand Nine-Hundred-Forty-Two Dollars (\$324,942.00) to be paid from the QSF. Defendants may not oppose such application. After depositing the Settlement Amount with the Settlement Claims Administrator for the QSF, Defendants shall have no additional liability for Class Counsel’s attorneys’ fees and costs.
- (B) The substance of Class Counsel’s application for attorneys’ fees and costs is to be considered separately from the Court’s consideration of the fairness, reasonableness, adequacy, and good faith of the Settlement of the Litigation. The outcome of any proceeding related to Class Counsel’s application for attorneys’ fees and costs shall not terminate this Agreement, otherwise affect the Court’s ruling on the Motion for Final Approval or extend the deadline for any appeal with respect to any order on the Motion for Final Approval. Class Counsel may appeal the Court’s determination with respect to their application for attorneys’ fees and costs, which shall not be opposed by the Defendants. Upon the determination of

any such unopposed appeal, fees and costs sought by Class Counsel but not awarded shall be returned to Defendants.

- (C) Within ten (10) days of the funding by Defendants of the Settlement Amount into the QSF, the Settlement Claims Administrator shall wire the Court-approved attorneys' fees to Class Counsel.

3.3 Service Awards to Named Plaintiffs.

- (A) In return for services rendered to the Class Members, at the Fairness Hearing, Named Plaintiffs Anthony Tart and Adriana Silva may apply to the Court for \$5,000.00 each as a Service Award from the QSF. Plaintiff Tart or Plaintiff Silva may apply for \$7,500 each if he or she is required to provide an oral deposition for the purposes of this Litigation or Settlement. Defendants may not oppose this application.
- (B) The application for the Service Awards is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Litigation. The outcome of the Court's ruling on the application for the Service Award will not terminate this Agreement, otherwise affect the Court's ruling on the Motion for Final Approval or for Final Judgment and Dismissal, or extend the deadline for any appeal with respect to any Order on the Motion for Final Approval. The amount of Service Awards sought but not awarded by the Court shall be returned to Defendants.
- (C) Within ten (10) days of the funding by Defendants of the Settlement Amount into the QSF, the Settlement Claims Administrator shall mail the Court-approved Service Award to the Named Plaintiffs or Class Counsel.

3.4 Net Settlement Fund and Allocation to Participating Claimants.

- (A) The allocation to Participating Claimants for Settlement Checks will be made from the Net Settlement Fund.
- (B) A Participating Claimant's proportionate share of the Net Settlement Fund will be determined by the Settlement Claims Administrator pursuant to the following formula:
 - (a) The allocation formula for distribution to Participating Claimants who submit a timely, valid Authorization Documents will distinguish between Group A Interns and Group B Interns. Group A Intern shall mean an Intern who provided services to The Wendy Williams Show, as reflected in Defendants' records. Group B Intern shall mean any Intern who is not a Group A Intern (as defined) based on Defendants' records.
 - (b) Each Intern's individual payment will be based upon whether they are Group A Interns or Group B Interns, as reflected in Defendants'

records. Participating eligible Group A Interns shall be allocated \$600.00. Participating eligible Group B Interns shall be allocated \$531.00.

- (c) Each individual's allocated share shall be reduced by any regular and ordinary payroll tax deductions that need to be withheld for that Participating Claimant, as described in Section 3.5. Participating Claimants shall not be required to pay the Employers share of any Payroll Taxes out of their allocated amounts described in Section 3.4(B)(b).

3.5 Tax Characterization.

- (A) For tax purposes, the payments to Named Plaintiffs and Participating Claimants pursuant to Section 3.4 shall be allocated as follows: wages (50% of each allocated amount), penalties (25% of each allocated amount) and interest (25% of each allocated amount). Named Plaintiffs and Participating Claimants will be exclusively responsible for their own portion of payroll/employment and income taxes on the 50% of each settlement payment that is wages, and such amounts will be withheld from Settlement Checks. Named Plaintiffs and Participating Claimants shall each be exclusively liable for any and all tax liability, if any.
- (B) Payments treated as wages pursuant to Section 3.5(A) shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service ("IRS") and the payee under the payee's name and social security number on an IRS Form W-2. Payments treated as interest and/or penalties pursuant to Section 3.5(A) and Service Awards pursuant to Section 3.3 shall be made without withholding and shall be reported to the IRS and the payee under the payee's name and social security number on an IRS Form 1099. Payments of attorneys' fees and costs pursuant to Section 3.2 shall be made without withholding and reported to the IRS for the payee and Participating Claimants on IRS Form 1099. Class Counsel shall provide its taxpayer identification number within ten (10) days of the Final Approval Order.
- (C) Settlement Claims Administrator shall timely arrive at an amount equal to the employer's share of the FICA tax and any federal and state unemployment tax due that are traditionally borne by employers, with respect to the amounts treated as wages pursuant to Section 3.5(B), shall provide this information to Defendants by no later than ten (10) days after the Effective Date, and this amount shall be paid by Defendants to the Settlement Claims Administrator. Defendants shall fund this amount within 30 days after the Effective Date. The Settlement Claims Administrator shall be responsible for making all reporting, deposits, and withholdings with respect to all amounts payable to Named Plaintiffs and Participating Claimants required pursuant to any federal, state, or local tax law or regulation hereunder under the EIN of the QSF or the Defendants as required by applicable law.

- (D) The employee portion of all applicable income and payroll taxes will be the responsibility of the Named Plaintiffs and Participating Claimants. As to the payments reported as non-wage income, the Named Plaintiffs and Participating Claimants shall each agree to indemnify and hold harmless Defendants for any taxes, penalties, interest or other amounts due or owing by that individual Named Plaintiff or Participating Claimant on such payments. Other than as set forth above, Defendants will not make from the payment to the Named Plaintiffs and Participating Claimants any deductions, withholdings, or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments, or charity withholdings, and entry of the Final Approval Order and Judgment of Dismissal by the Court shall be deemed authority not to make such deductions, withholdings, or additional payments. Any amount paid to the Named Plaintiffs and Participating Claimants shall not create any credit or otherwise affect the calculation of any deferred compensation, benefit, pension, or other compensation or benefit plan provided by Defendants. Named Plaintiffs, on behalf of the Class Members and the Participating Claimants, acknowledge and agree that they have not relied upon any advice from Defendants as to the taxability of the payments received pursuant to this Agreement.
- (E) The Settlement Claims Administrator shall handle all tax reporting with respect to the payments made pursuant to this Agreement, and, regardless of any provision in this Agreement, shall report the payments in accordance with applicable law.

4. RELEASE

4.1 Release of Claims.

By operation of the entry of the Final Approval Order, and except as to such rights or claims as may be created by this Agreement,

- (A) Each individual Class Member who does not timely and validly opt-out pursuant to this Agreement forever and fully releases the Released State Law Claims, regardless of whether such individual files a Claim Form.
- (B) In addition, each individual Class Member who (1) files a valid and timely Claim Form and Release, or (2) cashes a Settlement Check, shall forever and fully releases both the Released State Law Claims and the Released Federal Law Claims.
- (C) **Released Named Plaintiffs Claims.** In addition to the Released State Law Claims and Released Federal Law Claims, Named Plaintiffs forever and fully release Defendants and the Releasees from any and all claims, actions, causes of action, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, bonuses, controversies, agreements, promises, claims, charges, complaints and demands whatsoever, whether in law or equity, known or unknown, which against the Defendants or Releasees the Named Plaintiffs and their heirs, executors, administrators, successors, and assigns, ever

had, may now have, or hereafter later determine that has or had upon, or by reason of, any cause or thing whatsoever, including, but not limited to relating to their internships, including, but not limited to, claims arising under the Age Discrimination in Employment Act (“ADEA”), Americans With Disabilities Act, the National Labor Relations Act, the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, including but not limited to, breach of fiduciary duty and equitable claims to be brought under §1132(a)(3) (“ERISA”), the Worker Adjustment and Retraining Notification Act, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Civil Rights Acts of 1866, 1871 and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act, and/or any other federal, state or local human rights, civil rights, wage-hour, pension or labor law, rule, statute, regulation, constitution or ordinance and/or public policy, contract or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of intentional or negligent infliction of emotional distress, tortious interference with contractual relations, wrongful or abusive or constructive discharge, defamation, prima facie tort, fraud, negligence, loss of consortium, malpractice, breach of duty of care, breach of fiduciary duty or any action similar thereto against Defendant or Releasees, including any claim for attorneys’ fees, expenses or costs based upon any conduct from the beginning of the world up to and including the date that the Named Plaintiffs executed this General Release; provided, however, that Named Plaintiffs do not waive any right to file an administrative charge with the Equal Employment Opportunity Commission (“EEOC”), subject to the condition that they agree not to seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom; and further provided, however, that Named Plaintiffs do not release any claim for breach of the terms of the Agreement.

- (1) This Settlement is intended to include in its effect all claims identified in this Section, including claims that the Named Plaintiffs do not know or suspect to exist in his or her favor against Defendants or Releasees at the time of the release. Named Plaintiffs shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the claims identified in this Section 4.1(C). Plaintiff Silva further understands and agrees that she expressly waives and relinquishes any and all claims, rights or benefits that she may have under California Civil Code Section 1542, which provides as follows: **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which if known by him or her must have materially affected his or her settlement with the debtor.**
- (2) Nothing in this Release shall prohibit or restrict Named Plaintiffs from:
 - (i) providing information to, or otherwise assisting in, an investigation by Congress, the Equal Employment Opportunity Commission, the Securities and Exchange Commission (“SEC”) or any other federal regulatory or law enforcement agency in response to any request for information by such

agency; (ii) complying with a lawful subpoena or other legal process, subject to the terms of this Agreement; or (iii) engaging in any conduct that is required or protected by law.

- (3) Named Plaintiffs further covenant that they will not participate in any other legal actions against Defendants relating to claims released by this Settlement, and will not opt-in and will withdraw any opt-in if they become aware of such actions.
- (D) By operation of the entry of the Final Approval Order, Defendants and Releasees shall be deemed to have and shall fully, finally, and forever released, relinquished, and discharged Named Plaintiffs and Class Counsel from all claims arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of this Action or the Released Federal Law and State Law Claims.
- (E) Except as provided in this Agreement, Class Counsel and Named Plaintiffs, on behalf of the Class Members individually and collectively, hereby irrevocably and unconditionally release, acquit, and forever discharge any claim that he, she or they may have against Defendants for attorneys' fees or costs associated with Class Counsel's representation of the Named Plaintiffs and Class Members. Class Counsel further understands and agrees that any fee payments approved by the Court will be the full, final and complete payment of all attorneys' fees and costs associated with Class Counsel's representation in the Litigation.

4.2 Non-Admission of Liability. Nothing relating to this Agreement, or any communications, papers, or orders related to the Settlement, shall be cited to as, construed to be, admissible as, or deemed an admission by Defendants or Releasees of any liability, culpability, negligence, or wrongdoing toward the Plaintiffs, the Class Members, or any other person, and Defendants and Releasees specifically disclaim any liability, culpability, negligence, or wrongdoing toward the Plaintiffs, the Class Members, or any other person, or that class or collective action certification is appropriate in this or any other matter other than for settlement purposes only. Each of the Parties has entered into this Stipulation with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. This Agreement, and any communications, papers, or orders related to the Settlement, may not be cited to, used, or admitted as evidence of liability or that class or collective action certification is appropriate. There has been no determination by any court as to the merits of the claims asserted by Plaintiffs against Defendants or as to whether a class should be certified, other than for settlement purposes only.

5. TERMINATION AND ITS EFFECTS

5.1 Defendants' Right to Terminate. Defendants may terminate this Agreement at any time prior to the five (5) days before the filing of Plaintiffs' Motion for Final Approval in the event that any of the following conditions occur:

- (A) More than five (5%) of all Class Members affirmatively opt out of the Settlement Class by submitting timely and valid Opt-out Statements pursuant to Section 2.5;
- (B) The Agreement is construed in such a fashion that would require Defendants to pay more than the amounts provided for in this Agreement;
- (C) The Court does not certify, for settlement purposes only, either a class action or collective action consistent with Section 2.3;
- (D) All claims, costs, fees (including, but not limited to, the attorneys' fees addressed in Section 3.2(A)) and expenses come in above \$800,000; or
- (E) Less than 10% of all Class Members become Participating Claimants.

If Defendants indicate their intent to terminate under this provision, Plaintiffs are entitled to a mediation session with Judge Katz, or alternatively, if Defendants indicate their intent to terminate under Section 5.1(D), Plaintiffs may pro-rata reduce the per intern payments, costs, fees and expenses to \$800,000, and in that event Defendants cannot terminate the agreement.. If Defendants choose to terminate upon less than 10% of Class Members become Participating Claimants, the parties will discuss the possibility of sending out additional types of notice or publication.

6. INTERPRETATION AND ENFORCEMENT

6.1 Cooperation Between the Parties; Further Acts. The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Court's approval of this Agreement and all of its terms. Each party, upon the request of any other party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

6.2 Non-Interference With Settlement. Pending the Court's decision on final approval of the Settlement and entry of the Court's Final Approval Order, Plaintiffs and all Class Members and anyone acting on behalf of Plaintiffs or any Class Member shall be barred and enjoined from: (a) further litigation in this Litigation; (b) filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate, individually or on a class or collective action basis, any action, claim or proceeding against Defendants in any forum in which any of the claims released by this Agreement are asserted, or which in any way would prevent any such claims from being extinguished; or (c) seeking, whether on a conditional basis or not, certification of a class or collective action that involves any such claims.

6.3 [Intentionally Left Blank]

6.4 No Assignment. Class Counsel and Named Plaintiffs, on behalf of the individual Class Members, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action.

- 6.5 Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.
- 6.6 Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to the Named Plaintiffs, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys, and assigns.
- 6.7 Arms' Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.
- 6.8 Captions.** The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 6.9 Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.
- 6.10 Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.
- 6.11 Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.
- 6.12 Waivers, etc. to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 6.13 CAFA Notice.** Defendant shall timely provide notice as required by the Class Action Fairness Act ("CAFA") and provide copies of such to Class Counsel. A copy of the CAFA

Notices are attached as Exhibit E, and may be modified by Defendants as circumstances warrant.

- 6.14 Non-Disclosure/Non-Disparagement.** Named Plaintiffs agree prior to filing of the Motion for Preliminary Approval not to disclose to individuals other than immediate family, tax preparers, and attorneys the terms of this Settlement or the negotiations leading thereto except in court papers or if required by legal process or law. After the filing of the Motion for Preliminary Approval, aside from the disclosures in the Notice attached hereto as Exhibit C and in court papers, the maximum confidentiality allowed by law applies to the terms of this Settlement and the negotiations leading thereto. After the filing of the Motion for Preliminary Approval, neither the Named Plaintiffs nor Class Counsel shall, directly or indirectly, issue or cause to be issued any statements to the media or engage in any other press, publicity or disclosure regarding this Agreement or the Settlement, nor shall they issue any notice of or communication regarding the Settlement to Class Members (other than communications with Named Plaintiffs, Class Members who have previously contacted or spoken to Class Counsel, or in response to any inquiry by a Class Member, including any inquiry about the Settlement and how it impacts that Class Member) except for the Notices issued through the Settlement Claims Administrator as set forth in this Agreement or as requested by Class Members. Neither Named Plaintiffs nor Class Counsel, directly or indirectly, shall issue a press release, hold a press conference, publish information about the Settlement or the settlement negotiations on any website, or otherwise publicize the settlement or negotiations. Any website established by the Named Plaintiffs or Class Counsel that in any way references the Litigation will be permanently taken down or modified to remove all references to the Litigation and there will be no other posting or website regarding the Litigation, this Agreement or the Settlement. Named Plaintiffs and Class Counsel agree not to respond to any press inquiries concerning the settlement except to refer reporters to the papers filed with the Court, unless the statement is mutually agreed upon by Class Counsel and Defendants' Counsel. Named Plaintiffs further agree not to make disparaging comments relating to Defendants. Defendants' officers and directors agree to not make any disparaging comments relating to Named Plaintiffs. Nothing in this provision is intended to, nor shall it be construed to, violate any ethical obligations of, or interfere with the ability to practice law of, any counsel.
- 6.15 Counterparts.** The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.
- 6.16 Facsimile and Scanned Signatures.** Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

WE AGREE TO THESE TERMS,

DATED: _____,
2015

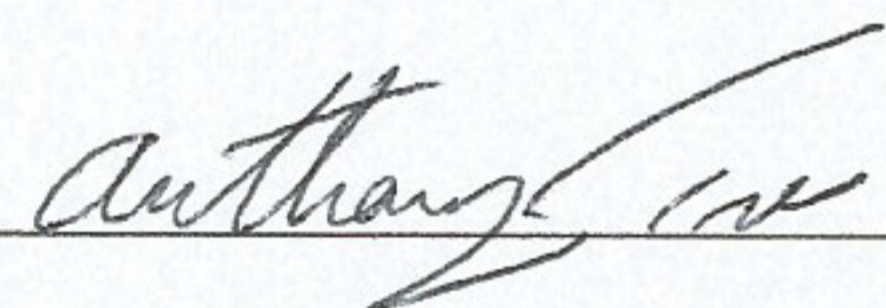
**LIONS GATE ENTERTAINMENT CORPORATION,
LIONS GATE FILMS, INC., and DEBMAR-
MERCURY LLC:**

By: _____

Its: _____

DATED: 9-11 _____,
2015

ANTHONY TART



DATED: _____,
2015

ADRIANA SILVA

CLASS COUNSEL:

DATED: _____,
2015

LEEDS BROWN LAW, P.C.

By: Jeffrey K. Brown

Michael A. Tompkins
Brett R. Cohen
One Old Country Road, Suite 347
Carle Place, NY 11514
516.873.9550

WE AGREE TO THESE TERMS,

DATED: _____,
2015

**LIONS GATE ENTERTAINMENT CORPORATION,
LIONS GATE FILMS, INC., and DEBMAR-
MERCURY LLC:**

By: _____

Its: _____

DATED: _____,
2015

ANTHONY TART

DATED: 9/11/15,
2015

ADRIANA SILVA

ASL

CLASS COUNSEL:

DATED: _____,
2015

LEEDS BROWN LAW, P.C.

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Michael A. Tompkins
Brett R. Cohen
One Old Country Road, Suite 347
Carle Place, NY 11514
516.873.9550

WE AGREE TO THESE TERMS,

DATED: _____,
2015

**LIONS GATE ENTERTAINMENT CORPORATION,
LIONS GATE FILMS, INC., and DEBMAR-
MERCURY LLC:**

By: Wahk

Its: GC

DATED: _____,
2015

ANTHONY TART

DATED: _____,
2015

ADRIANA SILVA

CLASS COUNSEL:

DATED: Sept. 11,
2015

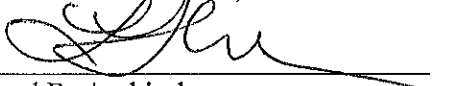
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DATED: 9/11,
2015

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