

THE HONORABLE RICARDO S. MARTINEZ

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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MARY L. JOHNSON, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

METRO-GOLDWYN-MAYER
STUDIOS INC.; TWENTIETH
CENTURY FOX HOME
ENTERTAINMENT, LLC

Defendants.

Case No. 2:17-cv-00541-RSM

STIPULATION AND AGREEMENT OF
SETTLEMENT

1 **STIPULATION AND AGREEMENT OF SETTLEMENT**

2 Mary L. Johnson, individually (“Plaintiff”) and on behalf of the Settlement Class,¹
3 on the one hand, and Metro-Goldwyn-Mayer Studios, Inc. (“MGM”) and Twentieth Century
4 Fox Home Entertainment LLC (“Fox”) (collectively “Defendants”) on the other hand
5 (together with Plaintiff, “the Parties”), by and through their counsel of record in this case,
6 hereby stipulate to the settlement and release of the claims asserted by Plaintiff and the
7 Settlement Class against Defendants in *Mary L. Johnson, et al. v. MGM Holdings, Inc., et*
8 *al.*, United States District Court for the Western District of Washington at Seattle, Case
9 Number 2:17-cv-00541-RSM (the “Action”), upon the terms and conditions of this
10 Stipulation and Agreement of Settlement (the “Stipulation”), subject to the approval of the
11 Court.

12 **RECITALS**

13 WHEREAS, on March 6, 2017, Mary Johnson, individually and on behalf of all
14 others similarly situated filed a putative class action complaint against Fox, MGM, MGM
15 Holdings Inc. (“MGM Holdings”), and Twenty-First Century Fox, Inc. (“Twenty-First
16 Century Fox”) in the Superior Court for the State of Washington, County of King (the
17 “Court”).

18 WHEREAS, the complaint alleged that the packaging of certain DVD and Blu-ray
19 box sets of James Bond films was misleading because the packaging used the terms “all”
20 and “every” in describing certain elements of the films but did not include two non-franchise
21 films, the 1967 film titled *Casino Royale* and the 1983 film titled *Never Say Never Again*.

22 WHEREAS, on April 7, 2017, Defendants removed the Action from the Superior
23 Court to the United States District Court.

24 WHEREAS, on April 14, 2017, Defendants filed a Motion to Dismiss and Motion to
25 Strike arguing that (1) Plaintiff failed to state a claim because the packaging was not
26

27 ¹ Capitalized terms, if not defined elsewhere, are defined in the “Definitions” section below.

1 deceptive; (2) Plaintiff's breach of implied warranty claim failed because there was not
2 privity between the parties; (3) Plaintiff failed to state a claim against MGM Holdings and
3 Twenty-First Century Fox; (4) Plaintiff's nationwide class allegations ought to be stricken
4 because she could not bring a nationwide class under Washington law or a class action under
5 the laws of all 50 states; and (5) Plaintiff's class allegations ought to be stricken because her
6 proposed class was impermissibly overbroad.

7 WHEREAS, on August 3, 2017 the Court issued its Order Granting in Part and
8 Denying in Part Defendants' Motion to Dismiss.

9 WHEREAS, on August 15, 2017, Plaintiff filed a First Amended Class Action
10 Complaint in the United States District Court for the Western District of Washington at
11 Seattle (the "FAC") in the Action suing MGM, Fox, Metro Goldwyn Mayer Inc.; Metro-
12 Goldwyn-Mayer Studios Inc.; Metro-Goldwyn-Mayer Home Entertainment LLC; and
13 Metro-Goldwyn-Mayer Home Entertainment Distribution Corporation.

14 WHEREAS, on August 28, 2017, this Court entered a stipulated order continuing
15 Defendants' deadline to respond to the FAC to November 15, 2017 to allow the Parties time
16 to mediate their dispute.

17 WHEREAS, on September 19, 2017, this Court entered a stipulated order dismissing
18 without prejudice MGM Holdings Inc.; Metro Goldwyn Mayer Inc.; Metro-Goldwyn-Mayer
19 Home Entertainment LLC.; and Metro-Goldwyn-Mayer Home Entertainment Distribution
20 Corporation.

21 WHEREAS, on October 18, 2017, the Parties participated in a full day mediation
22 session with mediator Robert Fairbank and have further participated in additional telephone
23 conferences with the mediator to resolve this dispute.

24 WHEREAS, Defendants have provided to Plaintiff and Plaintiff has reviewed over
25 750 pages of documents relating to the issues raised in the FAC.

26 WHEREAS, Defendants deny all allegations of wrongdoing, fault, or liability or that
27 they have acted improperly in any way; believe that the FAC in this Action lacks merit;

1 would have continued to vigorously resist Plaintiff’s claims and contentions and would have
2 continued to assert their defenses thereto had this Stipulation not been reached; and have
3 entered into this Stipulation to put the claims to rest finally and forever solely for the
4 purpose of avoiding prolonged and expensive litigation, without acknowledging in any way
5 any fault, wrongdoing or liability whatsoever; and

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

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

20 **DEFINITIONS**

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

23 1.1 “Action” means the action entitled *Johnson, et al. vs. MGM*
24 *Holdings, Inc., et al.*, 2:17-cv-00541-RSM, now pending in the United States District Court,
25 Western District of Washington at Seattle.

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

1 in whole or in part by the first entity or by a direct or indirect parent or subsidiary of the first
2 entity.

3 1.3 “Authorized Claimant” means a Class Member on behalf of whom a
4 timely, valid Claim Form has been submitted.

5 1.4 “Claim Form” means the claim form substantially in the form
6 attached as Exhibit 1 hereto.

7 1.5 “Class Counsel” means Alexander Kleinberg of Eisenhower Carlson
8 PLLC and Alan Statman and Sylvie Derrien of Statman, Harris & Eyrich, LLC.

9 1.6 “Class Member” means a member of the Settlement Class.

10 1.7 “Class Settlement Relief” means the relief set forth in Paragraph 4
11 below.

12 1.8 “Confidential Supplemental Agreement” means the agreement so
13 entitled and signed between the Parties concurrently herewith.

14 1.9 “Effective Date” means the date on which the Settlement
15 contemplated by this Stipulation shall become effective, as set forth in Paragraph 16 below.

16 1.10 “Franchise Film” means a major motion picture authorized by Danjaq
17 Productions and/or Eon Productions featuring the James Bond character.

18 1.11 “James Bond Sets” means the sets sold to the public in the United
19 States under the titles: “Bond 50: Celebrating Five Decades of Bond 007” (SKU numbers
20 M126625, M126627, M129384, M130135, M130146, M132910); “The James Bond
21 Collection” (SKU number M133433); and “The Ultimate James Bond Collection” (SKU
22 numbers M133435, M134821, M134670).

23 1.12 “Named Plaintiff” or “Plaintiff” means Mary L. Johnson,
24 Individually.

25 1.13 “Non-Franchise Films” means the 1967 film entitled *Casino Royale*
26 and the 1983 film entitled *Never Say Never Again*.

27 1.14 “Notice” means the Notice of Pendency of Class Action and Proposed

1 Settlement, which will be publicly available to Class Members on the Internet and mailed to
2 Class Members upon request substantially in the form attached hereto as Exhibit 2.

3 1.15 “Preliminary Approval Order” means the order to be entered by the
4 Court, *inter alia*, directing that Notice be provided to the Settlement Class, and scheduling a
5 hearing concerning final approval of the Settlement.

6 1.16 “Publication Notice” means the summary notice of proposed
7 Settlement and Hearing for publication, substantially in the form attached hereto as
8 Exhibit 3.

9 1.17 “Released Claims” means any and all actions, suits, claims, demands,
10 rights, liabilities and causes of action, of every nature and description whatsoever, whether
11 individual, class, derivative, representative, legal, equitable or any other type or in any other
12 capacity, or whether concealed or hidden, that were asserted or that could have been
13 asserted, including both known claims and Unknown Claims, that Releasing Parties had in
14 the past, now have, or might in the future have against the Released Parties on the basis of,
15 connected with, or in any way relating to or arising out of a purchase of one or more of the
16 James Bond Sets.

17 1.18 “Released Parties” means MGM and Fox, including their respective
18 divisions and business units, and any of their respective past, present, or future parent
19 entities, associates, Affiliates, direct and indirect subsidiaries, licensees, grantees, and each
20 and all of its and their respective past, present and future officers, directors, managers,
21 stockholders, principals, employees, advisors, agents, attorneys, financial or investment
22 advisers, consultants, lenders, insurers, investment bankers, commercial bankers,
23 representatives, Affiliates, associates, parents, direct and indirect subsidiaries, joint ventures
24 and venturers, general and limited partners and partnerships, heirs, executors, trustees,
25 personal representatives, estates, administrators, trusts, licensees, grantees, licensors,
26 distributors, subdistributors, predecessors, successors and assigns.

27 1.19 “Releasing Parties” means Plaintiff, the Settlement Class, or any

1 Class Member and all of their successors and assigns, heirs, agents and attorneys.

2 1.20 “Request for Exclusion” means a written request to be excluded from
3 the Settlement Class submitted by a member of the Settlement Class in such form, in such
4 manner, and within the time limitation as set forth by the Court.

5 1.21 “Settlement” means the settlement contemplated by this Stipulation.

6 1.22 “Settlement Administrator” means a company specializing in the
7 administration of class action settlements.

8 1.23 “Settlement Class” means the definition set forth in Paragraph 2
9 below.

10 1.24 “Settlement Hearing” means the final settlement hearing to be held to
11 determine, among other things, the fairness, reasonableness, and adequacy of the Settlement.

12 1.25 “Unknown Claims” means any and all Released Claims that the
13 Named Plaintiff, does not know of or suspect to exist in her favor at the time of the release
14 of the Released Parties which, if known by her, might have affected her agreement to the
15 Settlement. With respect to Unknown Claims, the Named Plaintiff shall be deemed to have,
16 and by operation of the settlement of the Action and upon the Effective Date shall have,
17 hereby expressly waived and relinquished, to the fullest extent permitted by law, the benefits
18 of Section 1542 of the California Civil Code (and all similar provisions from any and all
19 jurisdictions) and all provisions, rights and benefits conferred by any law of the United
20 States or of any state or territory of the United States, or principle of common law, which is
21 similar, comparable or equivalent to § 1542 of the California Civil Code, which states:

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

25 The Named Plaintiff and Defendants acknowledge, and the Released Parties
26 by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown
27 Claims” in the definition of Released Claims was specifically bargained for and a key

1 element of the Settlement of which this release is a part.

2 **SETTLEMENT CLASS**

3 2. Definition of Settlement Class. Plaintiff shall request that the Court certify
4 for settlement purposes only the following Settlement Class: All persons and entities (and
5 their successors-in-interest, assigns, and heirs) in the United States that purchased one or
6 more of the James Bond Sets prior to January 31, 2018.

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

8 3.1 MGM and Fox and any person, trust, firm, corporation or other entity
9 Affiliated with or related to MGM and Fox; and

10 3.2 Any persons or entities who exclude themselves by submitting a
11 timely Request for Exclusion in accordance with the requirements set forth by the Court.

12 **CLASS SETTLEMENT RELIEF**

13 4. All Authorized Claimants shall receive one digital copy of each of the Non-
14 Franchise Films. If a claimant signs an affidavit stating under penalty of perjury that he/she
15 does not have access to view a digital copy, then the claimant will receive one DVD of each
16 of the Non-Franchise Films.

17 **SETTLEMENT ADMINISTRATION**

18 5. Settlement Administrator. The Parties shall engage a third-party Settlement
19 Administrator to carry out the terms of the Settlement as provided herein. Plaintiff and
20 Defendants shall jointly agree on the choice of the Settlement Administrator. Any fees or
21 expenses incurred for the use of a third-party Settlement Administrator will be paid by
22 Defendants.

23 6. Notice. Within thirty (30) days after Preliminary Approval, the Settlement
24 Administrator shall cause the Publication Notice, substantially in the form attached hereto as
25 Exhibit 3, to be placed in major media outlets. The list of media outlets to be used for
26 Publication Notice shall be established with input from the Settlement Administrator and
27 shall include the New York Times, Los Angeles Times and USA Today. The Settlement

1 Administrator may also cause online advertising on Facebook, Twitter and other social
2 media sites. The Settlement Administrator shall further issue a press release in the form of
3 the Publication Notice to be disseminated to the major media outlets.

4 7. Settlement Website. The Settlement Administrator shall create a website
5 (“Settlement Website”) with information about the Settlement. The Settlement Website
6 shall include copies of the relevant pleadings, the Notice, the Claim Form, and provide
7 updates to the Class Members regarding the status of the Action.

8 8. Authorized Claimants.

9 8.1 In order to receive the Class Settlement Relief, a Class Member must
10 submit a Claim Form. The Settlement Administrator shall process the Claim Forms to
11 determine whether each claimant is an Authorized Claimant. A claimant is an Authorized
12 Claimant if he/she timely signs and submits the Claim Form under penalty of perjury
13 attesting to the purchase of one or more James Bond Sets prior to January 31, 2018 and
14 provides proof of that purchase. Proof of purchase is established by a receipt, invoice, or
15 other document showing proof of purchase.

16 8.2 The deadline for submission of the Claim Form will be 90 days after
17 the Court grants Preliminary Approval. A Claim Form shall be deemed to have been
18 submitted when posted, if received with a postmark on the envelope and if mailed by first-
19 class mail and addressed in accordance with the instructions on the Claim Form. Claim
20 forms may also be submitted by e-mail. E-mail submission of the Claim Form shall be
21 deemed to have been submitted when actually received. The originals of all Claim Forms
22 (including any envelopes with the postmarks) received from claimants shall be retained by
23 the Settlement Administrator for a year after the Effective Date. A claimant will not be an
24 Authorized Claimant if the Claim Form is received after the deadline.

25 8.3 Any Class Member who is not an Authorized Claimant and who does
26 not file a valid Request for Exclusion will not be entitled to receive the Class Settlement
27 Relief but will otherwise be bound by all of the terms of this Stipulation and the Settlement,

1 including the Releases provided for herein, and will be barred from bringing any action
2 against the Released Parties concerning the Released Claims.

3 **FUTURE PACKAGING**

4 9. For any James Bond Set shipped by Defendants in the United States after
5 January 31, 2018, Defendants will only use the terms “all” or “every” in describing the
6 included films on the packaging when it is clear from the packaging that it refers to the
7 Franchise Films. For avoidance of doubt, this does not apply to use of the terms “all” or
8 “every” in regard to any other aspect of the set (e.g., all Daniel Craig James Bond films; all
9 HD films).

10 **PRELIMINARY APPROVAL**

11 10. Preliminary Approval Order. Plaintiff shall move the Court for entry of the
12 Preliminary Approval Order. Defendants agree, solely for purposes of effectuating the
13 Settlement, not to oppose certification of the Settlement Class. Defendants do not waive and
14 expressly reserve the right to contest class action treatment of Plaintiff’s claims in the
15 Action if the Effective Date fails to occur for any reason as set forth in Paragraph 16 below.

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

17 11. Requests for Exclusion. Class Members who do not wish to participate in the
18 Settlement shall submit a Request for Exclusion within the deadline established by the
19 Court.

20 12. Termination Option. Defendants may terminate the Settlement if, ten (10)
21 days after the deadline for receiving Requests for Exclusion, it determines that the number
22 of Class Members who have submitted Requests for Exclusion exceeds levels set forth in the
23 Confidential Supplemental Agreement (the “Opt Out Threshold”). Requests for Exclusion
24 from persons or entities who do not meet the Settlement Class definition do not count
25 toward the Opt-Out Threshold. The Parties shall seek to keep the Opt-Out Threshold
26 confidential. In the event that the Court directs that the Confidential Supplemental
27 Agreement be filed prior to the deadline for submitting Requests for Exclusion, no party

1 shall have any right to any relief by reason of such disclosure. In the event of a termination
2 of this Settlement pursuant to the Confidential Supplemental Agreement: (1) the provisions
3 set forth in Paragraph 18 apply; and (2) Defendants shall pay all costs incurred by the
4 Settlement Administrator arising out of the Stipulation.

5 **CONFIRMATORY DISCOVERY**

6 13. Confirmatory Discovery. Prior to the deadline for seeking final approval of
7 the settlement, Defendants will provide the following information to Plaintiff:

8 13.1 Number of James Bond Sets sold to third party retailers and
9 distributors in the United States between March 1, 2012 and September 21, 2017;

10 13.2 Identification of any questions, complaints, inquiries, comments or
11 reports (oral or written) from consumers or others in the United States that Defendants
12 received about the James Bond Sets being incomplete and/or mislabeled that can be located
13 after a reasonable search;

14 13.3 Identification of either Defendants' response, if any, to such
15 questions, complaints, inquiries, comments or reports (oral or written) that can be located
16 after a reasonable search; and

17 13.4 Affidavit from Defendants as to the accuracy of the numbers of James
18 Bond Sets sold to third party retailers and distributors in the United States; the identity of the
19 corporate representative who supervised the compilation of the sale numbers and the
20 methodology used to arrive at those numbers.

21 **JUDGMENT AND RELEASE**

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

24 15. Release. Upon the Effective Date, Releasing Parties and each of them shall
25 be deemed to have, and by entry of judgment of the Action shall have, fully, finally and
26 forever released, relinquished, and discharged the Released Parties with respect to each and
27 every Released Claim and shall forever be enjoined from prosecuting any of the Released

1 Claims with respect to each and every Released Party and covenant not to sue any of the
2 Released Parties with respect to any of the Released Claims.

3 **EFFECTIVE DATE OF SETTLEMENT, WAIVER, AND TERMINATION**

4 16. Effective Date of Settlement. The Effective Date of Settlement shall be the
5 date when all the following have occurred:

- 6 (a) entry of the Preliminary Approval Order by the Court;
7 (b) final approval by the Court of the Settlement, following notice to the
8 Settlement Class and a hearing;
9 (c) entry of judgment; and
10 (d) the expiration of any time for appeal or review, or, if any appeal is
11 filed and not dismissed, after the final approval order is upheld on appeal in all material
12 respects and is no longer subject to review upon appeal or by writ of certiorari.

13 17. Termination after Court Disapproval or Modification. In addition to MGM
14 and Fox's rights under Paragraph 12, Defendants or Plaintiff shall have the right to terminate
15 the Settlement and this Stipulation by providing written notice of their election to do so
16 ("Termination Notice") to counsel for the other party hereto within thirty days of the Court's
17 (a) declining to enter the Preliminary Approval Order; or (b) declining to approve the
18 Settlement embodied in this Stipulation, or any material part of it.

19 18. No Prejudice in Event of Termination. If the Effective Date fails to occur for
20 any reason, (i) the Settlement shall be without prejudice and none of its terms shall be
21 effective or enforceable; (ii) the certification of the Settlement Class shall be deemed null
22 and void; (iii) each Party shall retain all of its respective rights, positions, and defenses as
23 they existed prior to execution of this Stipulation; (iv) any findings or stipulations regarding
24 certification of the Settlement Class will be automatically vacated upon notice to the Court
25 of this Stipulation's termination or disapproval and the Action may proceed as though no
26 certification of the Settlement Class had occurred; (v) Plaintiff shall not raise or rely upon
27 any such findings, stipulations, or certification relating to the Settlement Class in connection

1 with any subsequent request for class certification; (vi) neither this Stipulation, nor any of its
2 accompanying exhibits or any orders entered by the Court in connection with this
3 Stipulation, shall be admissible or used for any purpose; and (vii) no materials shared
4 between the parties solely for settlement discussions or settlement purposes shall be
5 admissible or used for any purpose in the Action.

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

7 19. Attorneys' Fees. Class Counsel will apply to the Court for an award of
8 attorneys' fees and expenses in an amount not to exceed \$350,000.00. Defendants agree not
9 to oppose or to submit any evidence or argument challenging or undermining such
10 application for attorneys' fees, costs, or expenses.

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

19 21. Payment of Attorneys' Fees. The amount awarded by the Court shall be
20 payable by Defendants to Class Counsel by delivery of check(s) or other negotiable
21 instrument(s) or by wire transfer(s) within thirty (30) days after the Effective Date and
22 receipt by Defendants of a complete and accurate W-9 form and other forms reasonably
23 necessary to effect payment.

24 22. Enhancement Awards to Named Plaintiff. Plaintiff will apply to the Court
25 for an award of \$5,000.00 for the Named Plaintiff for her service as the class representative.
26 The enhancement award is payable by Defendants to Class Counsel by delivery of check(s)
27 or other negotiable instrument(s) or by wire transfer(s) within thirty (30) days after the

1 Effective Date and receipt by Defendants of a complete and accurate W-9 form and other
2 forms reasonably necessary to effect payment.

3 **MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

26 29. Warrant of Authority. All counsel and any other person executing this
27 Stipulation and any of the exhibits hereto, or any related settlement documents, warrant and

1 represent that they have the full authority to do so and that they have the authority to take
2 appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate
3 its terms.

4 30. Successors and Assigns. This Stipulation shall be binding upon, and inure to
5 the benefit of, the successors and assigns of the Parties hereto.

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

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

15 33. Effect of Waiver. The waiver by one party of any breach of this Stipulation
16 by any other party shall not be deemed a waiver of any other prior or subsequent breach of
17 this Stipulation.

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

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

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36. No Representations About Tax Consequences. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by Class Counsel or counsel for Defendants nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

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

Dated:

1-31-18

MARY L JOHNSON, individually and on behalf of others similarly situated

By: Mary L Johnson

Dated:

METRO-GOLDWYN-MAYER STUDIOS INC.

By: _____

Title: _____

Dated:

TWENTIETH CENTURY FOX HOME ENTERTAINMENT LLC

By: _____

Title: _____

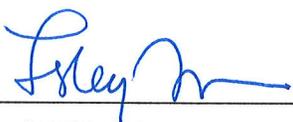
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2 concerning the tax consequences of the proposed Settlement to individual Class Members is
3 being given or will be given by Class Counsel or counsel for Defendants nor is any
4 representation or warranty in this regard made by virtue of this Stipulation. Each Class
5 Member's tax obligations, and the determination thereof, are the sole responsibility of the
6 Class Member, and it is understood that the tax consequences may vary depending on the
7 particular circumstances of each individual Class Member.

8 37. Intent of Parties. The Parties hereto: (a) acknowledge that it is their intent to
9 consummate this Stipulation; and (b) agree to cooperate to the extent necessary to effectuate
10 and implement all terms and conditions of this Stipulation and to exercise their best efforts
11 and to act in good faith to accomplish the foregoing terms and conditions of the Stipulation.
12

13 Dated: MARY J. JOHNSON, individually and on behalf of
14 others similarly situated

15
16 By: _____
17

18 Dated: METRO-GOLDWYN-MAYER STUDIOS INC.

19
20 By: 
21 _____
22 Title: **CHIEF LEGAL OFFICER**

23 Dated: TWENTIETH CENTURY FOX HOME
24 ENTERTAINMENT LLC

25
26 By: _____

27 Title: _____

EXHIBIT 1

MGM-FOX JAMES BOND BOX SET CLASS SETTLEMENT
[Insert Settlement Administrator Address]

IMPORTANT LEGAL MATERIALS

<p style="text-align: center;">FOR OFFICIAL USE ONLY</p> <p style="text-align: center;">01</p> <p style="text-align: right;">Page 1 of 2</p>

CLAIM FORM

MGM-FOX JAMES BOND BOX SET CLASS SETTLEMENT

If you wish to receive benefits from this Settlement, please complete, sign, and return this Form, with the necessary attachments, postmarked by _____, **2018**, to:

MGM-Fox James Bond Box Set Class Settlement
P.O. Box 0000
City, ST 00000 [fill in]

You may also email this form and attachments by _____, **2018**, to:

[Insert Settlement Administrator Email]

You are eligible to receive the benefits of this Settlement if you purchased any of the following "James Bond Box Sets" in the United States: "Bond 50: Celebrating Five Decades of Bond 007" (SKU numbers M126625, M126627, M129384, M130135, M130146, M132910); "The James Bond Collection" (SKU number M133433); and "The Ultimate James Bond Collection" (SKU numbers M133435, M134821, M134670) prior to January 31, 2018 **and** you timely file this Claim Form with a valid attachment.

If you are not sure how to answer any question on this Claim Form or have questions about your rights or this Settlement, please contact the Settlement Administrator or Class Counsel at:

[Insert contact information]

MGM-FOX JAMES BOND BOX SET CLASS SETTLEMENT

MGM-Fox James Bond Box Set Class Settlement
P.O. Box 0000
City, ST 00000 [fill in]
Email

Please complete the information below.

Name: _____

Address: _____

City: _____ State: ____ Zip Code: _____

Email: _____

Title of James Bond Box Set Purchased: _____

Date of Purchase: _____

If you qualify for relief under the Settlement, you will receive one digital copy of the 1967 film entitled *Casino Royale* and one digital copy of the 1983 film entitled *Never Say Never Again*. If you do not have access to view a digital copy, please explain the nature of those circumstances below. Otherwise, leave this section blank.

I have attached as proof of purchase (including date of purchase) one of the following (please mark the appropriate category):

_____ a receipt

_____ an invoice

_____ another document showing proof of purchase. Please describe the document attached:

I certify under penalty of perjury that the information contained on this form is true and correct.

Signature: _____ Date: ____ / ____ / _____

* *Your contact information is confidential and will be shared only with the Settlement Administrator and the lawyers for the parties in the case.*

EXHIBIT 2

United District Court for the Western District of Washington**If You Have Purchased a James Bond DVD or Blu-Ray Box Set You May Benefit from a Class Action Settlement**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit involving packaging for certain James Bond DVD and Blu-ray box sets distributed by Metro-Goldwyn-Studios Inc. (“MGM”) and Twentieth Century Fox Home Entertainment LLC (“Fox”) (collectively “Defendants”). The settlement is not an admission of wrongdoing and the Court has not decided who is right and who is wrong. Instead, the parties decided to settle the dispute.
- You may be a Class Member if you purchased any of the following James Bond DVD or Blu-ray box sets: “Bond 50: Celebrating Five Decades of Bond 007” (SKU numbers M126625, M126627, M129384, M130135, M130146, M132910); “The James Bond Collection” (SKU number M133433); and “The Ultimate James Bond Collection” (SKU numbers M133435, M134821, M134670).
- This settlement provides Class Members that timely file a valid claim form with a digital copy of the 1967 film entitled *Casino Royale* and the 1983 film entitled *Never Say Never Again*. You may receive these benefits if you qualify.
- You have to take action on or before _____ in order to exercise certain of your legal rights and options in the Settlement, which are set forth below and in this notice. Please read this Notice carefully. Your legal rights may be affected, whether you act or do not act.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
FILE A CLAIM	This is the only way to get benefits from this Settlement.
EXCLUDE YOURSELF	<ul style="list-style-type: none"> • Excluding yourself means you get no benefits from this Settlement. • This is the only option that allows you to keep any rights you currently have to negotiate with or sue Defendants concerning the claims alleged in this case. • <i>See Questions 12–14.</i>
OBJECT TO THIS SETTLEMENT	<ul style="list-style-type: none"> • If you do not exclude yourself, you may write to the Court about why you do not like this Settlement. <i>See Questions 17–18.</i>
GO TO THE HEARING	<ul style="list-style-type: none"> • Ask to speak in Court about your opinion of this Settlement

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BASIC INFORMATION

1. What is this Notice?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to give final approval to this Settlement. This Notice explains the lawsuit, this Settlement, and your legal rights.

Judge Ricardo S. Martinez, of the United States District Court, Western District of Washington, is overseeing this case. The case is *Johnson v. MGM Holdings, Inc. et. al.* (Case No. 2:17-cv-00541-RSM). The person who sued is called the “Plaintiff.” The “Defendants” are Metro-Goldwyn-Mayer Studios Inc. (“MGM”) and Twentieth Century Fox Home Entertainment LLC (“Fox”).

2. What is this lawsuit about?

This lawsuit claims that the Defendants did not properly label and market certain James Bond DVD and Blu-ray box sets.

3. Why is this lawsuit a class action?

In a class action lawsuit, one or more people, called “Class Representatives,” (in this case, Mary L. Johnson) sue on behalf of people who have similar claims. All these people together are a “Class” or “Class Members.” In a settlement of a class action, one court resolves the issues for all Class Members, except for those who choose to exclude themselves from the Class (*see Question 12*).

4. Why is there a settlement?

The Court has not determined who is right. Rather, both sides have agreed to settle the lawsuit to avoid the uncertainties and expenses of continuing the lawsuit. By agreeing to settle, both sides avoid the cost and risk of a trial, and the people affected will get a chance to receive benefits. The Class Representative and her attorneys think this Settlement is best for all Class Members. This Settlement does not mean that Defendants did anything wrong.

WHO IS IN THE SETTLEMENT

5. What is the Class definition?

Class members are all persons and entities (and their successors-in-interest, assigns, and heirs) in the United States that purchased prior to January 31, 2018 one or more of the following James Bond DVD or Blu-ray box sets: “Bond 50: Celebrating Five Decades of Bond 007” (SKU numbers M126625, M126627, M129384, M130135, M130146, M132910); “The James Bond Collection” (SKU number M133433); and “The Ultimate James Bond Collection” (SKU numbers M133435, M134821, M134670).

Excluded from the Settlement Class are: MGM and Fox and any person, trust, firm, corporation or other entity Affiliated with or related to MGM and Fox; and any persons or entities who exclude themselves by submitting a timely Request for Exclusion in accordance with the requirements set forth by the Court.

6. How do I know if I am part of this Settlement?

To determine if you are part of this Settlement and your rights under the Settlement, ask yourself this series of questions:

Question	Yes	No
Did you purchase one or more of the following James Bond DVD or Blu-ray box sets: “Bond 50: Celebrating Five Decades of Bond 007” (SKU numbers M126625, M126627, M129384, M130135, M130146, M132910); “The James Bond Collection” (SKU number M133433); and “The Ultimate James Bond Collection” (SKU numbers M133435, M134821, M134670)?	Continue	You are not a Class Member
Did you purchase it in the United States?	Continue	You are not a Class Member
Did you purchase it before January 31, 2018?	You are a Class Member	You are not a Class Member

7. I’m still not sure if I am included.

If you are still not sure whether you are included, you can get help by contacting the Settlement Administrator using any of the methods listed in Question 22.

You are not required to pay anyone to assist you in obtaining information about the settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does this Settlement Provide?

All Class Members that file a timely, valid claim form will receive one digital copy of the 1967 film entitled *Casino Royale* and one digital copy of the 1983 film entitled *Never Say Never Again*.

9. How do I get benefits?

If you want to receive the digital copies of the 1967 film entitled *Casino Royale* and the 1983 film entitled *Never Say Never Again*, you must mail or email your completed Claim Form postmarked on or before _____ to:

James Bond Box Set Class Settlement
 P.O. Box 0000 [fill in]
 City, ST 00000 [fill in]
 Email Address [fill in]

Claim Forms are available at [www._____.com]. Claim Forms are only valid if timely submitted with proof of purchase.

10. When will I get the films?

Digital download codes for the films will be provided to eligible Class Members after the Court grants “final approval” of the Settlement and after any appeals are resolved.

The Court will hold a Fairness Hearing on _____ (Pacific time) to decide whether to approve the Settlement. **If you want to attend the hearing, keep in mind that the date and/or time may be changed after this Notice is sent, so you should check the settlement website (www._____settlement.com) before making travel plans.**

If the Court approves the Settlement (*see Questions 19–21*), there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time. Please be patient. You can check for updates and other important information by using any of the methods listed in Question 22.

11. What am I giving up to get benefits and stay in the Settlement?

If this Settlement receives final approval from the Court, this Settlement will be legally binding on all Class Members, including Class Members who object, unless you exclude yourself from the Settlement. This means you will not be able to sue Defendants for the claims being released in this Settlement. This Notice is only a summary. The specific claims that you are giving up against Defendants are described in detail in the Settlement Agreement. You will be “releasing” Defendants and all related entities (the “Released Parties”) as described in the Settlement Agreement. The Settlement Agreement is available at www._____settlement.com or by calling 1-____-____-____.

If you, or someone acting on your behalf, are currently litigating claims against MGM, Fox or the other Released Parties, you will be barred from pursuing the claims released by this Settlement unless you validly “opt out” as described below. If you are currently litigating claims against MGM, Fox or the other Released Parties, speak to your lawyer in that matter immediately.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to Class Counsel listed in Question 15 or you can, of course, talk to your own lawyer if you have questions about what this means.

12. How do I get out of the Settlement?

To exclude yourself, you must mail a letter that includes:

- Your full name, current address, telephone number, and signature;
- A statement that you are a Class Member and that you “request to be excluded from the class settlement in the James Bond Box Set Settlement.”

You must personally sign your written “opt-out” request and email or mail it postmarked by _____ to:

James Bond Box Set Settlement
[Insert Address]

13. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue the Defendants for the claims that are resolved by the Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. **Remember, the exclusion deadline is _____.**

14. If I exclude myself, can I get benefits from the Settlement?

No. If you exclude yourself from the Settlement, you will not be able to get any benefits from the settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in the Settlement.

THE LAWYERS IN THE CASE

15. Who Are the Lawyers in This Case

Class Counsel

The Court has appointed the law firms listed below to represent you and other Class Members in the Settlement. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you want to contact Class Counsel about this Settlement, they can be reached through the Settlement Administrator by calling [_____] or sending an email to [_____].

[Insert]	

16. How Are Class Counsel being paid? Are the Class Representatives being paid?

Class Counsel will ask the Court for an award of attorneys’ fees and expenses in the Settlement (the “Fee and Expense Award”), which will be paid by Defendants:

Attorneys’ Fees and Expenses

Class Counsel will ask the Court to approve payment to them of \$350,000.00, which will be paid by Defendants.

Incentive Awards to the Class Representative

Class Counsel will ask the Court to approve a \$5,000.00 payment (called an “Incentive Award”) to Plaintiff Mary L. Johnson. Any Incentive Award ordered by the Court will be in addition to what that Class Representative is eligible to receive from her claim.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I do not like the Settlement?

If you do not exclude yourself, you may object to the Settlement. To object, you must **mail or email** your objection to the Settlement Administrator. To be timely, your objection must be mailed or emailed to the Settlement Administrator so that it is **postmarked or received** by _____ at the following addresses:

[Insert]

You must include the following information:

- Your full name, current address, telephone number, and signature.
- The settlement to which you are objecting:
 - “James Bond Box Set Settlement.”
- Your objections and the specific reasons why you object.
- State whether you intend to appear at the Fairness Hearing, either in person or through counsel.
- If you are represented by separate counsel, the name, address, bar number, and telephone number of all attorneys who will represent you.
- A list of any other objections submitted by you, or your separate counsel, to any class action settlements submitted in any court in the United States, whether state, federal or otherwise, in the previous five years. If you or your separate counsel has not objected to any other class action settlement in any court in the United States in the previous five years, you or your counsel shall affirmatively so state in the written objection.

Please note that any objections must be submitted by an individual Class Member, his or her legally authorized representative, or his or her attorney—not as a member of a group, class, or subclass.

18. What’s the difference between objecting and excluding yourself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to a settlement only if you stay in that settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object, because the case no longer affects you. If you object, and the Court approves the Settlement anyway, you will still be legally bound by the result.

THE COURT’S FAIRNESS HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a “Fairness Hearing” (also known as a “Final Approval Hearing”) to decide whether to finally approve the proposed Settlement. The Fairness Hearing will be on _____ before _____ at _____. If you want to attend the Fairness Hearing, keep in mind that the date and/or time may be changed after this Notice is sent, so you should check the Settlement Website (www._____settlement.com) before making travel plans.

At the Fairness Hearing, the Court will consider whether the proposed Settlement and all of its terms are adequate, fair, and reasonable. If there are objections, the Court will consider them. The Court may listen to people who have asked for permission to speak at the Hearing and have complied with the other requirements for objections explained in Question 17. The Court may also decide how much to award Class Counsel for fees and expenses, and whether and how much to award the Class Representative for representing the Class (the Incentive Award).

There is no set timeline for either the Court’s final approval decision, or for any appeals that may be brought from that decision, so it is impossible to know exactly when the settlement will become final.

The Court may change deadlines listed in this Notice without further notice to the Class. To keep up on any changes in the deadlines, please contact the Settlement Administrator or review the website.

20. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions asked by the Court.

If you send an objection, you do not have to come to Court to talk about it. So long as you mailed or emailed your written objection on time and complied with the other requirements for a proper objection, the Court will consider it. You may also pay another lawyer to attend, but it’s not required.

21. May I speak at the Fairness Hearing?

Yes. If you submitted a proper written objection to the Settlement, you or your lawyer may, at your own expense, come to the Fairness Hearing and speak. To do so, you must follow the procedures set out in Question 17. You must also file a Notice of Intention to Appear, which must be mailed to the Settlement Administrator so that it is **postmarked no later than** _____ and it must be **filed** with the Clerk of the Court by that same date. If you intend to have a lawyer appear on your behalf, your lawyer must enter a written notice of appearance of counsel with the Clerk of the Court no later than _____. See Question 15 for the addresses of the Settlement Administrator . You cannot speak at the Fairness Hearing if you excluded yourself.

GETTING MORE INFORMATION

22. How do I get more information about the Settlement?

This Notice summarizes the proposed settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, available at www._____settlement.com.

YOU MAY OBTAIN ADDITIONAL INFORMATION BY	
CALLING	<ul style="list-style-type: none"> Call the Settlement Administrator toll-free at 1-____-____-____ to ask questions and receive copies of documents.
E-MAILING	<ul style="list-style-type: none"> Email the Settlement Administrator at _____
WRITING	<ul style="list-style-type: none"> Send your questions by mail to [Insert]

VISITING THE SETTLEMENT WEBSITE	<ul style="list-style-type: none">• www._____settlement.com, where you will find answers to common questions about the Settlement, a Claim Form, plus other information to help you.
REVIEWING LEGAL DOCUMENTS	<ul style="list-style-type: none">• You can review the legal documents that have been filed with the Clerk of Court in this case at the United States District Court for the Western District of Washington, 700 Stewart St., Seattle, WA 98101

PLEASE DO NOT CALL THE JUDGE OR THE COURT CLERK TO ASK QUESTIONS ABOUT THE LAWSUIT, THE SETTLEMENT, OR THIS NOTICE.

THE COURT WILL NOT RESPOND TO LETTERS OR TELEPHONE CALLS. IF YOU WISH TO ADDRESS THE COURT, YOU MUST FILE AN APPROPRIATE PLEADING OR MOTION WITH THE CLERK OF THE COURT IN ACCORDANCE WITH THE COURT'S USUAL PROCEDURES.

DATED: _____, 2018

BY ORDER OF THE COURT

EXHIBIT 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If You Have Purchased a James Bond Movie Set on DVD or Blu-Ray You May Benefit from a Class Action Settlement

What is This Settlement About?

A settlement has been reached in a class action lawsuit over how Metro-Goldwyn-Mayer Studios Inc. (“MGM”) and Twentieth Century Fox Home Entertainment LLC (“Fox”) (collectively “Defendants”) marketed certain James Bond movie sets. The settlement is not an admission of wrongdoing and the Court has not decided who is right and who is wrong. Instead, the parties decided to settle the dispute.

Am I a Class Member?

You may be a Class Member if you purchased any of the following James Bond box sets on DVD or Blu-Ray: “Bond 50: Celebrating Five Decades of Bond 007” (SKU numbers M126625, M126627, M129384, M130135, M130146, M132910); “The James Bond Collection” (SKU number M133433); and “The Ultimate James Bond Collection” (SKU numbers M133435, M134821, M134670). To obtain more information regarding whether you are a Class Member, please visit www._____ or call 1-____-____-_____.

What Does the Settlement Provide?

This settlement provides Class Members that timely file a valid claim form with a digital copy of both the 1967 film entitled *Casino Royale* and the 1983 film entitled *Never Say Never Again*. You may receive these benefits if you qualify.

What Are My Options?

You have the following rights and options as a Class Member. You have to take action on or before _____, 2017 in order to exercise your legal rights and options under the settlement. Please visit the www._____settlement.com or call 1-____-____-_____ for more information on your rights and options.

FILE A CLAIM FORM	If you believe you are a Class member and would like to receive the settlement benefits, you can submit a claim form by _____. You can only obtain the benefits of the settlement if you timely file a valid claim form. Claim forms can be obtained at www._____settlement.com or by calling 1-____-____-_____.
EXCLUDE YOURSELF	Excluding yourself means you get no benefits from this Settlement. This is the only option that allows you to keep any rights you currently have to negotiate with or sue Defendants about the claims in this case.
OBJECT TO THIS SETTLEMENT	You may write to the Court about why you do not like this Settlement.
ATTEND THE FAIRNESS HEARING	You may ask to speak in court about your opinion of the settlement at the Fairness Hearing. The Fairness Hearing is currently scheduled for _____ at _____.
DO NOTHING	If you do nothing, you will still be bound by the Settlement.

How Can I Obtain More Information?

This notice summarizes the proposed settlement. You can view the complete Settlement Agreement, Long Form Notice and certain court documents at www._____settlement.com; or call 1-____-____-_____ to obtain more information.

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IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MARY L. JOHNSON, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

METRO-GOLDWYN-MAYER STUDIOS
INC.; AND TWENTIETH CENTURY FOX
HOME ENTERTAINMENT, LLC,

Defendants.

NO. 2:17-cv-00541-RSM

ORDER GRANTING UNOPPOSED
PLAINTIFF’S MOTION FOR
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS, PRELIMINARY
APPROVAL OF STIPULATION AND
AGREEMENT OF SETTLEMENT,
APPOINTMENT OF CLASS
REPRESENTATIVE, APPOINTMENT OF
CLASS COUNSEL, AND APPROVAL OF
NOTICE PROGRAM

THIS MATTER came before the Court upon the unopposed motion filed by Plaintiff individually and on behalf of those similarly situated (the “Motion”) for an order pursuant to Rules 23(a), 23(b)(2), and 23(e) and (g) of the Federal Rules of Civil Procedure For (i) for Conditional Certification of Settlement Class, (ii) Preliminary Approval of Stipulation and Agreement of Settlement, (iii) Appointment of the above named Plaintiff as Class Representative, (iv) Appointment of Eisenhower Carlson PLLC (“EC”) and Statman Harris & Eyrich, LLC (“Statman Harris”) as Class Counsel, and (v) Approval of Notice Program.

Having considered the motion, the Settlement Agreement together with all exhibits and



1 attachments thereto, the record in this matter, and the briefs and arguments of counsel, **IT IS**
2 **HEREBY ORDERED** as follows:

3 1. The Court has jurisdiction over the subject matter of the Action pursuant to 18
4 U.S.C. § 1332(d)(2). This Court also has jurisdiction over all Parties to the Action, including all
5 Class Members as defined in Paragraph 4 below.
6

7 **PRELIMINARY APPROVAL**

8 2. The Court has reviewed the terms of the proposed Settlement Agreement, the
9 exhibits and attachments thereto, Plaintiff's Motion and brief in support, and the declarations of
10 counsel. Based on its review of these papers, the Court finds that the Settlement Agreement
11 appears to be the result of serious, informed, non-collusive negotiations conducted with the
12 assistance of mediator, Robert Fairbank. The terms of the Settlement Agreement do not
13 improperly grant preferential treatment to any person, entity or segment of the Settlement Class
14 and fall within the range of possible approval as fair, reasonable, and adequate.
15

16 3. The Court therefore **GRANTS** preliminary approval of the Settlement
17 Agreement and all of the terms and conditions contained therein.

18 **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

19 4. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies,
20 for settlement purposes only, the Settlement Class defined as follows:
21

22 All persons and entities (and their successors-in-interest, assigns, and heirs) in the
23 United States that purchased one or more of the James Bond Sets prior to January
24 31, 2018. Excluded from the Settlement Class are: MGM and Fox and any
25 person, trust, firm, corporation or other entity Affiliated with or related to MGM
26 and Fox; and Any persons or entities who exclude themselves by submitting a
timely Request for Exclusion in accordance with the requirements set forth by the
Court.

1 therefore approves the Notice, the Publication Notice and Notice Program and directs the Parties
2 and the Settlement Administrator to proceed with providing notice to Settlement Class Members
3 pursuant to the terms of the Settlement Agreement and this Order.

4
5 10. Under the terms of the Settlement Agreement, the Settlement Administrator shall
6 disseminate the Notice and implement the Notice Program on or before _____, 2018.

7 **EXCLUSION and OBJECTIONS**

8 11. Settlement Class Members who wish to opt-out and exclude themselves from the
9 Settlement Class may do so by notifying the Settlement Administrator in writing, postmarked no
10 later than _____, 2018 (60 calendar days after _____, 2018). To be valid, each request for
11 exclusion must be made in writing, set forth the name, address, telephone number of the Class
12 Member, and request exclusion for Class Member, be signed by the Class Member, postmarked
13 by _____ and mailed to _____.

14
15 12. All Settlement Class Members who do not opt out and exclude themselves shall
16 be bound by the terms of the Settlement Agreement upon entry of the Final Approval Order and
17 Judgment.

18 13. Settlement Class Members who wish to object to the Settlement Agreement may
19 do so by mailing or emailing their objection to the Settlement Administrator in accordance with
20 the procedures outlined in the Notice no later than _____ (60 calendar days after
21 _____). The written objection must contain the objector's full name and mailing address,
22 and telephone number; the name of the settlement: "James Bond Box Set Settlement"; an
23 explanation of the objection and the specific reasons for the objection; a list of any other
24 objections to any class action settlement submitted by the objector or on behalf of the objector, in
25
26

1 any court of the United States, whether state or federal in the last five years; whether the
2 objector intends to appear and/or testify at the Final Approval Hearing either in person or through
3 counsel; the name and contact information of any and all attorneys representing, advising, or
4 assisting the objector; whether any attorney will appear on the objector's behalf at the Final
5 Approval Hearing, and if so the identity of that attorney; and the objection must be signed by the
6 objector or her counsel.
7

8 14. Any Settlement Class Member who does not timely submit a written objection in
9 accordance with these procedures and the procedures detailed in the Notice and Settlement
10 Agreement, shall be deemed to have waived any objection, shall not be permitted to object to the
11 Settlement, and shall be precluded from seeking any review of the Settlement Agreement and/or
12 the Final Approval Order and Judgment by appeal or other means.
13

14 15. The Court will hold a Final Approval Hearing on _____ at ___ a.m/p.m. in
15 Courtroom __, __ Floor, of the United States District Court for the Western District of
16 Washington, _____.

17 16. At the Final Approval Hearing, the Court will consider whether: (a) the
18 Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified;
19 (c) a final judgment should be entered; (d) Class Counsel's motion for attorneys' fees and costs
20 should be granted; and (e) the Incentive Payment Award sought for Plaintiff should be awarded.
21

22 17. All proceedings in this Action, other than those necessary to carry out the terms
23 and conditions of this Order or the responsibilities incidental thereto are hereby stayed and
24 suspended as between Plaintiff and Defendants until further order from this Court.

25 18. Neither the Settlement Agreement, nor any of its terms and provisions shall be
26

1 construed as an admission or concession by Defendants of the truth of the allegations in the
2 Action or any liability, fault or wrongdoing of any kind.

3 19. The Court reserves the right to continue the date of the Final Approval hearing
4 without further notice to Settlement Class Members.

5 DATED this ____ day of February, 2018.

6
7
8

The Honorable Ricardo S. Martinez
UNITED STATES DISTRICT JUDGE

9
10 Presented by:

11 EISENHOWER CARLSON PLLC

12
13 By: /s/ Alexander S. Kleinberg
14 Alexander S. Kleinberg, WSBA # 34449
15 *akleinberg@eisenhowerlaw.com*
1201 Pacific Avenue, Ste. 1200
16 Tacoma, WA 98402
Telephone: (253) 572-4500
Facsimile: (253) 272-5732

17 Attorneys for Plaintiff Mary L. Johnson
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