

JOINT STIPULATION OF CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE

This Stipulation of Class Action and PAGA Representative Action Settlement and Release (“Stipulation” or “Settlement”) is entered into by and between Plaintiffs, Tatyana Rittenhouse, Ishatpal Momi, Michael Nicholson, Richard Johansen, Nephi Witt, Eriberto Bazan, Ramika Payman, Karriem Rashied, Tyrone Hampton, Leo Stewart, Jimmy Bowen, Brian Goddard, James Hackett, Devin Coldiron, Frederick Manning, Gilbert Lopez, Bruce Williams, and Matt Huffman (collectively “Plaintiffs”) and Defendants, Deluca Associates, Inc. (dba) National Cinema Security; AMC Entertainment Holdings, Inc.; and Cinemark USA, Inc. (“Defendants”) (collectively the “Parties”) with regard to the following actions pending in the Superior Court of California, County of Sacramento: *Rittenhouse, et al. v. Deluca Associates, Inc., et al.*, (Case No. 34-2020-00281631)(the “*Rittenhouse Action*,” a putative class and PAGA action) and *Nicholson, et al. v. Deluca Associates, Inc., et al.*, (Case No. 34-2020-00274894)(the “*Nicholson Action*, a multi-plaintiff action)(collectively, the “*Actions*”), subject to the terms and conditions herein and the approval of the Court pursuant to the California Rules of Court. Capitalized terms used herein shall have the meanings set forth in Section 1 or as defined elsewhere in this Joint Stipulation of Class Action Settlement (“Stipulation”).

The Parties agree that the Actions shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendant Deluca Associates, Inc. (dba) National Cinema Security to pay the settlement amount of Five Hundred Thousand Dollars (\$500,000) as provided in Section 1.19 below (“Maximum Settlement Amount” or “Gross Settlement Amount”) pursuant to the terms and conditions of this Stipulation and for the consideration set forth herein, including but not limited to, a release of claims by Plaintiffs and the Participating Class Members as set forth herein.

The Parties expressly acknowledge that this Stipulation is entered into solely for the purpose of compromising significantly disputed claims and that nothing in this Stipulation is an admission of liability or wrongdoing by Defendants. If for any reason the Stipulation is not approved, it will be of no force or effect, and the Parties will be returned to their respective positions immediately prior to and as if they had never executed this Stipulation as more fully set forth below.

1. DEFINITIONS

1.1 “Actions” means, collectively, the civil actions entitled, *Rittenhouse, et al. v. Deluca Associates, Inc., et al.*, (Case No. 34-2020-00281631) (the “*Rittenhouse Action*”) and the multi-plaintiff action *Nicholson, et al. v. Deluca Associates, Inc., et al.*, (Case No. 34-2020-00274894) (the “*Nicholson Action*), pending in the Superior Court of California, County of Sacramento.

1.2 “Stipulation” or “Settlement” means the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Representative Action Settlement and Release, including the disposition of the Released Claims, as defined herein.

1.3 “Class” or “Class Members” are defined as all persons who are or have been employed in California at any time from February 5, 2016 through the date of the Court’s granting of preliminary approval in this matter, by Deluca Associates, Inc. under the job title Security Guard or the functional equivalent, however titled, and stationed at a Cinemark and/or AMC theater.

1.4 “Class Counsel” means the attorneys for the Class and the Class Members, who are McCormack Law Firm, 80 E. Sir Francis Drake Blvd., Suite 3G, Larkspur, California 94939; and Wynne Law Firm, 80 E. Sir Francis Drake Blvd., Suite 3G, Larkspur, California 94939.

1.5 “Class Counsel’s Fees and Costs” means the attorneys’ fees and costs incurred and to be incurred by Class Counsel in the Action.

1.6 “Class Notice” means the Court-approved Notice of Proposed Class Action Settlement, substantially in the form attached hereto as **Exhibit A** and incorporated by reference herein, which, which will notify Class Members of, among other things, the following: the conditional certification of the Class for settlement purposes, Preliminary Approval of the Settlement, the basic terms of the Settlement, the calculation of Individual Settlement Payments, the procedures for disputing and objecting to the Settlement, and requesting exclusion from the Settlement, and the scheduling of the Final Approval Hearing. Following the Court’s Preliminary Approval of the Settlement, the Settlement Administrator shall mail the Class Notice to all Class Members.

1.7 “Class Period” means February 5, 2016 to through and including the date of Preliminary Approval of this Settlement.

1.8 “Class Representatives” or “Plaintiffs” means Tatyana Rittenhouse, Ishatpal Momi, Michael Nicholson, Richard Johansen, Nephi Witt, Eriberto Bazan, Ramika Payman, Karriem Rashied, Tyrone Hampton, Leo Stewart, Jimmy Bowen, Brian Goddard, James Hackett, Devin Coldiron, Frederick Manning, Gilbert Lopez, Bruce Williams, and Matt Huffman, on behalf of themselves and others similarly situated.

1.9 “Class Representative Service Awards” means the sums to be paid to Plaintiffs Tatyana Rittenhouse, Ishatpal Momi, Michael Nicholson, Richard Johansen, Nephi Witt, Eriberto Bazan, Ramika Payman, Karriem Rashied, Tyrone Hampton, Leo Stewart, Jimmy Bowen, Brian Goddard, James Hackett, Devin Coldiron, Frederick Manning, Gilbert Lopez, Bruce Williams, and Matt Huffman, on behalf of themselves and others similarly situated, on behalf of themselves and a class of others similarly situated in recognition for their efforts in obtaining the benefits of this Settlement. The Service Awards shall not exceed \$5,000 to each Plaintiff and will be paid in addition to the Individual Settlement Payments that the Plaintiffs are entitled to as Class Member.

1.10 “Complaint” means the Complaints filed in the *Rittenhouse* Action on July 9, 2020, the Complaint filed in the *Nicholson* Action on February 5, 2020, and the First Amended Complaint filed June 10, 2020.

1.11 “Court” means the Superior Court of California, County of Sacramento, Honorable Richard K. Sueyoshi, presiding.

1.12 “Defendants” means Deluca Associates, Inc. (dba) National Cinema Security; AMC Entertainment Holdings, Inc.; and Cinemark USA, Inc.

1.13 “Defendants’ Counsel” means Bradley & Gmelich LLP, 700 North Brand Boulevard, 10th Floor, Glendale, California 91203.

1.14 “Effective Date” means the date of the Final Approval, if there are no objections to this Stipulation. If there is any objection to this Stipulation, “Effective Date” means the date on which the Court’s order granting Final Approval is no longer appealable or the final resolution of any appeal in any favor of approving the settlement. Thus, this date is the later of the following: (1) the date the Final Approval is entered by the Court if no objections are filed to the settlement, or if any objections are withdrawn prior to Final Approval; (2) if objections are filed and overruled, and no appeal is taken of the final approval order, sixty-five (65) days after the Final Approval is entered by the Court; or (3) if an appeal is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

1.15 “Final Approval” means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Stipulation.

1.16 “Final Approval Date” means the date upon which the Court enters Final Approval, after having determined that the Settlement is fair, adequate, and reasonable to the Class as a whole, following: (i) distribution of the Class Notice to the Class; (ii) an opportunity for Class Members to review the Class Notice and submit timely objections to the Settlement; and (iii) the Final Approval Hearing.

1.17 “Final Approval Hearing” means the hearing set by the Court to: (a) determine whether the Court should give Final Approval to this Settlement; (b) consider any objections made; (c) consider the request for attorney’s fees and costs submitted by Class Counsel; (d) consider the Settlement Administration Costs; (e) consider the PAGA Payment to the State of California Labor and Workforce Development Agency (“LWDA”); and (f) consider the request for the Class Representative Service Awards to Plaintiff.

1.18 “Grace Period” means the period of seven (7) calendar days that any Defendant has to cure a failure to pay an installment settlement payment after written notice by Plaintiffs to Defendant.

1.19 “Individual Settlement Payment(s)” means the portion of the Net Settlement Amount that each Participating Class Member shall be entitled to receive pursuant to this Settlement. Of the amounts paid to Participating Class Members, 20% shall be allocated to wages and 80% shall be allocated to interest and penalties.

1.20 “Maximum Settlement Amount” or “Gross Settlement Amount” means the maximum gross settlement sum of Five Hundred Thousand Dollars (\$500,000.00) that Defendants shall be required to pay pursuant to this Settlement on a non-reversionary basis. The Maximum Settlement Amount includes: (1) all Individual Settlement Payments to Participating Class Members; (2) the Class Representative Service Awards; (3) Class Counsel’s fees and costs; (4) all Settlement Administration Costs; and (5) the PAGA Payment. The Maximum Settlement Amount does not include Defendant’s share of all state and federal payroll taxes and withholdings such as FICA, FUTA, UI, ETT, and SDI (“Payroll Taxes”) on Individual Settlement Payments made pursuant to this Stipulation, which will be paid separate and apart from the Maximum Settlement Amount.

1.21 “Net Settlement Amount” means the portion of the Maximum Settlement Amount available for distribution to Participating Class Members after deduction of the Court-approved attorney’s fees and costs to Class Counsel, Settlement Administration Costs, the Class Representative Service Awards, and the LWDA’s portion of the PAGA payment.

1.22 “Non-Participating Class Member” means a Class Member who submits a timely and valid Request for Exclusion.

1.23 “PAGA Payment” means the sum of twenty thousand dollars (\$20,000.00), which shall be allocated from the Maximum Settlement Amount to pay all applicable penalties under PAGA, seventy-five percent (75%) of which will be paid to the LWDA, with the remaining twenty-five (25%) to be included in the Net Settlement Amount and available for distribution to Participating Class Members and categorized as penalties.

1.24 “PAGA Period” means April 16, 2019 to through and including the date of Preliminary Approval of this Settlement.

1.25 “Participating Class Member” means a Class Member who does not submit a timely and valid Request for Exclusion and is entitled to receive his or her Individual Settlement Payment pursuant to the terms of the Settlement.

1.26 “Parties” means Plaintiffs and Defendants and their respective counsel of record.

1.27 “Parties’ Counsel” means Class Counsel and Defendants’ Counsel.

1.28 “Preliminary Approval” means the entry of an order by the Court preliminarily approving the Settlement.

1.29 “Qualified Settlement Fund” or “QSF” means the account set up by the Settlement Administrator and from which the Individual Settlement Payments to Participating Class Members shall be made. The QSF shall be an interest-bearing account within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.*, at a federally-insured bank that is mutually acceptable to the Parties and the Settlement Administrator. The Settlement Administrator shall serve as a Trustee of the QSF and shall act as a fiduciary with handling of all tax-related issues, reporting and payments. The Settlement Administrator shall act in a manner necessary to qualify and maintain the QSF as a Qualified Settlement Fund and the

Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Parties agree that the QSF shall be a non-reversionary fund and that under no circumstance will there be any reversion to Defendant of any of the funds from the QSF or the Maximum Settlement Amount.

1.30 “Qualifying Workweek” means any week in which a Participating Class Member actively worked at least one day of the week (i.e., was not on vacation or a leave of absence) as an individual whose wages were reported on an IRS Form 1099, and who worked for Defendant in California with the job title Security Guard or the functional equivalent, however titled, and stationed at a Cinemark and/or AMC theater during the Class Period, according to Defendants’ records. Workweeks of Non-Participating Class Members will not be included in the total number of workweeks for purposes of calculating and distributing the Individual Settlement Payments to Participating Class Members.

1.31 “Released Claims” means any and all demands, rights, liabilities, claims and/or causes of action, known or unknown, that accrued during Class Period all of the Labor Code sections and facts alleged in Plaintiffs’ operative Complaints in the *Rittenhouse* Action and in the *Nicholson* Action and claims for penalties under Labor Code section 2699 et seq., as alleged in the Complaint in the *Rittenhouse* Action.

1.32 “Released Parties” means Defendants Deluca Associates, Inc. (dba) National Cinema Security; AMC Entertainment Holdings, Inc.; and Cinemark USA, Inc. and their respective present and former parents, owners, successors, subsidiaries and any affiliated or related persons or entities and each of their respective officers, directors, employees, partners, shareholders, attorneys and agents and any other successors, assigns or legal representatives from the factual allegations pleaded or claims that were or could have been brought in Plaintiffs’ operative Complaints based on the facts alleged in Plaintiffs’ operative Complaints.

1.33 “Request for Exclusion” means a letter or written request to be excluded from the Settlement submitted by a Class Member to the Settlement Administrator and postmarked by the Request for Exclusion Deadline. In order to be valid, the Request for Exclusion must include the Class Member’s name and signature, and contain a statement to the effect of: “I wish to be excluded from the Settlement.” In the event more than 5% of Class Members opt out of the settlement, Defendants shall have the right to void the settlement. Neither party nor their counsel shall encourage any class member to opt out of the settlement.

1.34 “Request for Exclusion Deadline” means the date thirty (30) calendar days after the Settlement Administrator first mails the Class Notice to Class Members, by which date Class Members who wish to exclude themselves from the Settlement must submit a timely and valid written Request for Exclusion. The timeliness of a Class Member’s Request for Exclusion shall be determined based on the postmarked date of mailing.

1.35 “Settlement Class” means all persons who are or have been employed in California at any time from February 5, 2016 through the date of the Court’s granting of preliminary approval in this matter, by Deluca Associates, Inc. under the job title Security Guard or the functional equivalent, however titled, and stationed at a Cinemark and/or AMC theater.

1.36 “Settlement Administrator” means the third-party entity selected by the Plaintiff and approved by the Court to mail the Class Notice to Class Members and perform all duties relating to the administration of the Settlement.

1.37 “Settlement Administration Costs” means the actual and direct fees and expenses reasonably incurred by the Settlement Administrator in administering the Settlement. Settlement Administration Costs will include, but are not limited to, fees and costs payable to the Settlement Administrator for printing, distributing (including with appropriate postage), and tracking documents for this Settlement, any searches to locate any Class Members, calculating estimated amounts per Class Member, tax reporting, distributing the Individual Settlement Payments, Class Representative Service Awards, Class Counsel Fees and Costs, payment to LWDA, and providing necessary certification of completion of notice, reports and declarations, establishing and administering a QSF account, required tax reporting and withholding on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS forms, as well as determining the validity of any disputes (and communicating the determination of those disputes to the disputing class member, Class Counsel and Defendants’ Counsel) and opt-outs, calculating all amounts to be paid from the Maximum Settlement Amount, and such other responsibilities and duties as reasonably and customarily performed by third-party settlement administrators or as requested by the Parties.

1.38 “Stipulated Judgment” means the fully-executed judgment by Defendants Deluca Associates, Inc. (dba) National Cinema Security, AMC Entertainment Holdings, Inc., and Cinemark USA, Inc. that may be filed in a court of law if any of the installment settlement payments are not paid by Defendants and not cured thereafter within seven (7) days’ written notice by Plaintiffs to Defendant. The fully-executed stipulated judgment is attached hereto as **Exhibit B**.

1.39 “Waiting Time Penalties Subclass” means all members of the Settlement Class who separated from their employment with Defendant at any time between February 5, 2017 through the date of Preliminary Approval of the Settlement.

2. PROCEDURAL HISTORY

2.1 Plaintiffs Tatyana Rittenhouse, Ishatpal Momi, Michael Nicholson, Richard Johansen, Nephi Witt, Eriberto Bazan, Ramika Payman, Karriem Rashied, Tyrone Hampton, Leo Stewart, Jimmy Bowen, Brian Goddard, James Hackett, Devin Coldiron, Frederick Manning, Gilbert Lopez, Bruce Williams, and Matt Huffman were employed in California by Deluca Associates, Inc. under the job title Security Guard or the functional equivalent, however titled, and stationed at a Cinemark and/or AMC theater.

2.2 On February 5, 2020, Plaintiffs Michael Nicholson, Richard Johansen, Nephi Witt, Eriberto Bazan, Ramika Payman, Karriem Rashied, Tyrone Hampton, Leo Stewart, Jimmy Bowen, Brian Goddard, James Hackett, Devin Coldiron, Frederick Manning, Gilbert Lopez, Bruce Williams, and Matt Huffman (the “Nicholson Plaintiffs”) filed an action in the Superior Court for the County of Sacramento against Defendant Deluca Associates, Inc. alleging the following causes of action: (1) Failure to Pay Wages; (2) Unfair Business Practices; (3) Wage Statement Violations, and (4) Violation of Meal and Rest Break Laws (the “*Nicholson Action*”).

2.3 On June 10, 2020, the Nicholson Plaintiffs filed a First Amended Complaint and at this time named Defendant AMC Entertainment Holdings, Inc. and Defendant Cinemark as defendants, alleging a theory of joint employment. The First Amended Nicholson Complaint alleged the following causes of action: (1) Failure to Pay Overtime Compensation And Other Wages (California Labor Code §§510, 515, 1194, IWC Wage Order 4-2001); (2) Unfair Business Practices (California Business and Professions Code §17200); (3) Waiting Time Penalties (Labor Code §§201 and 203); (4) Violation of Meal and Rest Break Laws (Labor Code §§ 226.7 and 512); (5) Wage Statement Violations (Labor Code §§226 and 1174); and (6) Unreimbursed Business Expenses (Labor Code §2802). The *Nicholson* Action is currently before the Honorable Gerrit Wood.

2.4 On April 16, 2020, Plaintiffs Tatyana Rittenhouse and Ishatpal Momi served a Notice of Intent to Commence Civil Action Pursuant to Labor Code Section 2699 to Defendants, and filed the same electronically with the Labor Workforce Development Agency (“LWDA”). The PAGA Notice alleged that Defendants violated Labor Code sections 201, 202, 203, 510, 558, 1194, 1197, 1198, and IWC Wage Order 4-2001; failed to provide appropriate meal and rest breaks, thus violating sections 226.7 and 512; failed to provide accurate wage statements, thus violating sections 226 and 1174; failed to reimburse for business expenses, thus violated sections 406, 408, and 2802.

2.5 On July 9, 2020, Plaintiffs Tatyana Rittenhouse and Ishatpal Momi filed a Class Action Complaint in the Superior Court for the County of Sacramento alleging class claims and representative claims under the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (PAGA), alleging violations of: (1) Labor Code §§510, 1194 (Cal. Wages); (2) Labor Code §2802 (Unreimbursed Business Expenses); (3) B&P § 17200 (Unfair Competition); (4) Labor Code §203 (Waiting Time Penalties); (5) Labor Code §§226 and 1174 (Wage Statement Violations); and (6) Labor Code § 2699 (PAGA). The *Rittenhouse* action is currently before the Honorable Richard K. Sueyoshi.

2.6 Plaintiffs will amend the operative Complaint in the *Rittenhouse* Action to add all named plaintiffs, counsel and any and all causes of action alleged in the *Nicholson* Action, which are not already stated in the *Rittenhouse* Action, prior to preliminary approval papers. For settlement purposes only, the Parties stipulate to class certification. If the Court does not grant Preliminary and Final Approval of the Class Action Settlement, the Parties will not stipulate to class certification. The *Nicholson* Action will be dismissed upon final approval in the *Rittenhouse* Action.

2.7 The Parties agreed to participate in private mediation, exchange informal discovery, and continue the stay pending mediation.

2.8 On July 29, 2021, the Parties participated in a full-day mediation before experienced mediator Lou Marlin. During mediation, the Parties engaged in good-faith, arm’s length negotiations and the Parties agreed to the terms of a settlement on or around August 6, 2021.

3. THE PARTIES’ POSITION IN THE ACTION

3.1 Defendants deny any liability and wrongdoing of any kind associated with the claims alleged in the Actions, and further deny that the Actions are appropriate for class action or PAGA representative action treatment for any purpose other than this Settlement. Defendants in no way

admit any violation of law or any liability whatsoever to Plaintiffs and/or the Class Members, or “aggrieved” employees, individually or collectively; all such liability being expressly denied. Defendants contend that they complied with the California Labor Code, the IWC Wage Orders and the California Business and Professions Code at all times.

3.2 This Stipulation shall not be admissible or used for any purpose in any other action or proceeding to establish or infer liability or wrongdoing on the part of Defendants. Whether or not the Effective Date occurs, neither this Stipulation nor any of its terms nor the Settlement itself will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, joint employment, or damage; or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Stipulation or for Defendants to establish that a Class Member has resolved any of their claims released through this Stipulation.

3.3 Plaintiffs believe that the Actions are meritorious and that Class Certification is appropriate.

3.4 The Parties engaged in substantial investigation and thoroughly researched the relevant law for each of the causes of action alleged, and the defenses thereto. The Parties interviewed Class Members, conducted a comprehensive investigation into the facts of the case, and reviewed and analyzed all applicable policies and practices, as well as the voluminous sample of time and pay records and other documents produced by Defendants.

3.5 Class Counsel weighed the monetary benefit of the Settlement to the Class against the expense and length of continued proceedings in the trial court and appellate courts that would be necessary to prosecute the Actions fully against Defendants. Class Counsel also took into account Defendant’s limited financial condition, the uncertain outcome and risk of any further litigation, especially in complex Action such as these. Based on the data reviewed and Class Counsel’s thorough investigation and evaluation of all known facts and circumstances underlying each cause of action, including the possible risk of significant delay and uncertainty associated with litigation, and the various defenses asserted by Defendants, Class Counsel believe that the Settlement is fair, reasonable, and adequate and is in the best interest of all Class Members.

3.6 Defendants and their counsel have similarly concluded that it is desirable that the Action be settled in the manner and upon the terms and conditions set forth in this Stipulation in order to avoid further expense, inconvenience and distraction of further legal proceedings, as well as the uncertainty of the outcome of the Actions. Therefore, Defendants have determined that it is desirable and beneficial to put to rest the claims in the Actions and Defendants agree that the Settlement is fair, reasonable and adequate.

4. SETTLEMENT COMPONENTS

4.1 The Settlement shall have five components: (1) the Individual Settlement Payments; (2) the award of attorney’s fees and costs to Class Counsel; (3) the Class Representative Service

Awards; (4) the Settlement Administration Costs; and (5) the PAGA Payment. All of these components are included in and shall only be paid from the Maximum Settlement Amount.

- (a) Payroll Taxes: The Maximum Settlement Amount does not include the Payroll Taxes, which shall be paid by Defendant separate and apart from the Maximum Settlement Amount. The Payroll Taxes will be computed by the Settlement Administrator based on the amounts paid to the Participating Class Members. The Settlement Administrator shall be responsible for making all necessary payments and government filings in connection with such payments.

4.2 In the event the number of workweeks Class Members increases by seven-and-one-half percent (7.5%) or more above the currently estimated 32,208 workweeks, the Parties agree that the Maximum Settlement Amount shall be increased proportionately by the same percentage above 32,208 workweeks. This clause is expressly conditioned upon Plaintiffs' filing their motion for preliminary approval of the settlement agreement no later than January 31, 2022. In the event Plaintiffs do not file their motion for preliminary approval of the settlement agreement, this clause shall be void.

4.3 **Calculation of Individual Settlement Payments.** The Settlement Administrator shall have the authority and obligation to calculate the amounts of Individual Settlement Payments in accordance with the methodology set forth in this Stipulation and any Orders of the Court. After deducting: (i) the Court-approved Class Representative Service Awards to Plaintiffs; (ii) the Court-approved attorney's fees and costs to Class Counsel; (iii) the Settlement Administration Costs; and (iv) the portion of the PAGA Payment to the LWDA, each of which is detailed further in sections 4.3 through 4.7 below, the amount remaining in the Maximum Settlement Amount shall constitute the Net Settlement Amount, which the Settlement Administrator will distribute among Participating Class Members as follows:

- (a) The Parties agree that the Individual Settlement Payments will be calculated based on the number of Qualifying Workweeks worked by each Participating Class Member during the Class Period. Relying on the personnel records maintained by Defendant, the Settlement Administrator will calculate the number of Qualifying Workweeks each Participating Class Member worked as a security guard/security officer during the Class Period.
- (b) Distribution Formula. Participating Class Members shall be allocated a pro-rata portion of the Net Settlement Amount available for distribution based upon their respective number of Qualifying Workweeks. Each Participating Class Member who is also a member of the Waiting Time Penalty Subclass will receive an allotment of six (6) additional Qualifying Workweeks. The total Qualifying Workweeks for all Participating Class Members, plus the additional Qualifying Workweeks allocated to the Participating Class Members who are also members of the Waiting Time Penalty Subclass, shall be divided into the Net Settlement Amount to calculate a Qualifying Workweek rate. Each Settlement Class Member will be paid the Qualifying Workweek rate for each of their Individual Qualifying Workweeks. Thus, the Individual Settlement Payments shall be calculated using the following formula: Individual Settlement Payments= Net Settlement Amount x

(Participating Class Member's Qualifying Workweeks/Total Participating Class Members' Workweeks for All Participating Class Members)

- (c) Each member of the Waiting Time Penalties Subclass will be entitled to receive an allotment of six (6) additional workweeks as a waiting time penalty for calculation of their individual settlement payments only. The entire amount paid to the Waiting Time Penalty Subclass will be allocated as penalties. The six (6) additional workweeks paid to Waiting Time Penalty Subclass Members are not "Qualifying Workweeks" as defined in Paragraph 1.30 above and as such, will not be considered as additional workweeks attributable to the total workweeks estimated in the class period. The additional workweeks allocated by this paragraph to a member of the Waiting Time Penalties Subclass for calculation of their individual settlement payments purposes only will under no circumstance cause the total Qualifying Workweeks to increase and thus, the Maximum Settlement Amount will not increase by the distribution of six (6) workweeks as contemplated by Paragraph 4.2 above.
- (d) The Parties agree that Class Members will not have to submit a claim form in order to receive their Individual Settlement Payment. Each Class Member who does not submit a Request for Exclusion will automatically be mailed checks for their Individual Settlement Payment. As is explained further in section 9 of this Stipulation, any checks that are uncashed after 180 calendar days will be sent to the State of California, Unclaimed Property Fund, in the Class Member's name.
- (e) Subject to approval by the Court, the settlement amounts distributed to participating Settlement Class members for their pro-rata portion of the Net Settlement Amount shall be allocated 20% to payment of wages and 80% to penalties and interest. The entire amount paid to the Waiting Time Penalty Subclass will be allocated as penalties. The portion allocated to wages shall be reported on an IRS Form W-2, and the portion allocated to interest and/or statutory penalties shall be reported on an IRS Form 1099. The amount allocated to payment of wages shall not include the amounts to be deducted for the employer share of payroll taxes. Defendant's share of payroll taxes on the 20% amount allocated to payment of wages shall be paid separate and apart from the Gross Settlement Amount. The taxes ordinarily paid by employers relating to the portion of the Individual Settlement Payments paid as wages will be paid by Defendant, separate from the Gross Settlement Amount.
- (f) It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Class Members all applicable payroll and employment taxes, including all federal, state, and local income taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur.

4.4 Class Counsel's Attorney's Fees and Costs. Class Counsel will request a payment in an amount not to exceed 35% of the Maximum Settlement Amount, or One Hundred Seventy Five Thousand Dollars (\$175,000), to compensate Class Counsel for all of the work already

performed in these Actions and all work remaining to be performed, for which Plaintiffs or Class Counsel could claim under any legal theory whatsoever, including without limitation, documenting the Settlement, providing any notices required as part of the Settlement, securing Court and/or appellate court approval of the Settlement, ensuring that the Settlement is fairly administered and implemented, and obtaining Final Approval in accordance with the Settlement. The amount paid for Class Counsel's Fees and Costs shall constitute full satisfaction of any obligation to pay any amounts to any person, attorney or law firm for attorneys' fees, expenses or costs in the Action incurred by any attorney on behalf of Plaintiffs and Class Members, and shall relieve Released Parties of all claims or liability to any attorney or law firm for any attorneys' fees, expenses and/or costs that may be claimed on behalf of Plaintiffs and/or the Class Members. If the amount awarded to Class Counsel for attorney's fees is less than the amount sought, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. In addition to Class Counsel's fees, Class Counsel will request reimbursement for actual reasonable litigation costs and expenses incurred in prosecuting the Action and implementing the terms of the Settlement, in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500), which shall be paid from the Maximum Settlement Amount. The Parties agree that Settlement of these Action is not conditioned upon the Court approving the amount of Class Counsel's Fees and Costs requested by Class Counsel and that if the amount awarded to Class Counsel for reimbursement of litigation costs is less than the amount sought, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Defendant agree not object to Class Counsel's request for fees and costs as long as the request is consistent with the terms of this Stipulation. The amount paid for Class Counsel's Fees and Costs will be reported by IRS Form 1099 and will be provided to Class Counsel and the pertinent taxing authorities, as required by law.

4.5 Class Representative Service Awards and Release. Subject to Court approval and the execution of a general release in favor of the Released Parties, Defendants agree to pay each Plaintiff a Class Representative Service Award in the amount not to exceed \$5,000 to be paid from the Maximum Settlement Amount, in addition to their Individual Settlement Payment. If the Court approves Class Representative Service Awards to Plaintiffs that are less than the amount sought, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

- (a) The Parties intend this payment to constitute a service payment in consideration for Plaintiffs' litigation efforts, and the work and time Plaintiffs put into these Action as Class Representatives.
- (b) The Class Representative Service Awards are also provided in consideration for Plaintiffs' willingness to provide a full and separate general release on their own behalf and on behalf of their heirs, spouses, executors, administrators, attorneys, agents and assigns of any and all claims against the Released Parties regardless of whether such claims have been alleged against Defendant, including any and all known or unknown claims, demands, rights, liabilities, causes of action, losses, debts, and expenses whether for wages, economic damages, non-economic damages, punitive damages, restitution, tort, contract, penalties, injunctive or declaratory relief, attorney's fees, costs, or other monies or remedies. These releases by Plaintiff include all federal and state statutory claims, and federal and

state common law claims (including but not limited to those for contract, tort, and equity), as well as, inter alia, the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), 42 U.S.C. §1981, 42 U.S.C. § 1983, the Fair Labor Standards Act, the Employee Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200, *et seq.*), the California Labor Code, the Fair Labor Standards Act, and claims for additional compensation relating to stock options.

- (c) Furthermore, through the general release, the Class Representatives themselves (and not on behalf of the Class or any other Class Members) shall release, acquit and discharge the Released Parties from any and all claims against the Released Parties of any kind whatsoever (upon any legal or equitable theory whether contractual, common law, constitutional, statutory, federal, state, local or otherwise), whether known or unknown, that arose, accrued or took place at any time on or prior to the date on which the full and general release is executed. Through the full and general release discussed in this Section, the Class Representatives will expressly waive the benefit of Section 1542 of the California Civil Code and acknowledges the language of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- (d) Because the Class Representative Service Awards represent payment to the Class Representatives for services to the Class and not wages, taxes will not be withheld from the Class Representative Service Awards. No Party has made any representation to Plaintiffs regarding the taxability of any Class Representative Service Award. The Settlement Administrator will report the Class Representative Service Awards on a 1099 form, which it will provide to the Class Representatives and the pertinent taxing authorities, as required by law.
- (e) The Class Representatives assume full responsibility for paying all federal and state taxes and penalties, if any, due as a result of their receipt of the Class Representative Service Awards.
- (f) The Class Representatives fully support the Settlement and believe the Settlement is fair, reasonable and adequate and in the best interest of the Class Members.

4.6 Payment to the Labor and Workforce Development Agency. Subject to Court approval, twenty thousand dollars (\$20,000) will be allocated to cover any and all claims for civil penalties associated with the Released Claims that were, or could have been, brought in the Action

under PAGA, 75% of which (\$15,000) will be paid directly to the LWDA and the remaining 25% (\$5,000) will be retained in the Net Settlement Amount for distribution to Participating Class Members as penalties in exchange for a full and final release of PAGA claims.

4.7 Release of PAGA Claims. After Defendants remit the final installment of the Maximum Settlement Fund to the Settlement Administrator, the State of California, by and through its deputized PAGA representative, shall be deemed to have released its PAGA Claims against the Released Parties. Plaintiffs and all other Class Members will be deemed to have settled and released all Released Claims against Released Parties that arise under PAGA, and the State of California will be deemed to have settled and released all Released Claims against Released Parties that arise under PAGA. Neither the Settlement Administrator's distribution of Individual PAGA Payment checks to, nor the use or enjoyment of any Individual PAGA Payment by Class Members, Participating Class Members, or PAGA Members shall constitute consideration offered or exchanged for the release of any Class Member, Participating Class Member, or PAGA Member's individual, private rights of action against any person.

4.8 Settlement Administration Cost: The reasonable costs incurred by the Settlement Administrator in administering the settlement, as approved by the Court, shall be deducted from the Maximum Settlement Amount.

- (a) This administration includes but is not limited to generation of Individual Settlement Payment checks and related tax reporting forms, checking addresses against the National Change of Address database, skip-tracing class members as necessary and as described herein, setting up an interest-bearing Qualified Settlement Fund bank account, administration of uncashed checks, generation of checks to Class Counsel for attorneys' fees and costs and to each Plaintiff for their Incentive Payment, resolution of disputes concerning weeks worked, and such other duties as may be required for the administration of the Settlement. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Stipulation.
- (b) All costs of administering the Settlement, including but not limited to all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees associated with running addresses against the National Change of Address directory and skip-tracing Class Members, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, resolution of disputes concerning weeks worked, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Stipulation ("Settlement Administration Costs"), shall be paid to the Settlement Administrator from the Gross Settlement Amount.

5. SETTLEMENT APPROVAL PROCEDURE

5.1 Solely for purposes of settling these Action, the Parties stipulate and agree that the prerequisites for establishing class certification with respect to the Class have been met.

5.2 The Parties hereby agree that the formula for allocating the Individual Settlement Payments to Class Members under the terms of this Settlement is reasonable and that the payments provided are designed to provide a fair settlement to Participating Class Members. Based on their own independent investigation and evaluation, and in light of all known facts and circumstances, the Parties and their respective counsel believe that the Settlement is fair, reasonable, and adequate.

5.3 The Parties and their counsel agree to the conditional certification of the Class for the sole purpose of effectuating this Settlement. Should, for whatever reason, the Settlement not become final, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in, these Actions or any other legal proceeding in any jurisdiction. As is discussed elsewhere in this Stipulation, Defendant expressly reserve the right to oppose class certification in these Action should the Settlement not become final.

5.4 The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Stipulation.

5.5 Class Counsel shall seek Preliminary Approval of the Settlement. In conjunction with such hearing, Class Counsel shall submit this Joint Stipulation of Settlement, together with the exhibits attached hereto, and any other documents necessary to implement the Settlement.

5.6 Defendants agree not to oppose Plaintiffs' Motion for Preliminary Approval unless the motion is inconsistent with the terms set forth in this Settlement.

5.7 On the date set forth in the Preliminary Approval Order, a Final Fairness and Approval Hearing shall be held before the Court in order to (1) review this Stipulation and determine whether the Court should give it final approval, and (2) consider any timely objections made pursuant to Section 6.7 below and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to give final approval to this Stipulation and shall submit to the Court a Proposed Final Order Approving Settlement of Class Action.

5.8 If, after a notice of appeal or a petition for a writ of *certiorari* or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Final Order such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Final Order is not fully affirmed on review by a higher court, then Plaintiffs and Defendant will each have the right to void the Settlement, which the Parties must do by giving written notice to the other Parties, the reviewing court, and the Court not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Final Order becomes final. A vacation, reversal, or modification of the Court's award of an Incentive Payment or Class Counsel's fees or costs will not constitute a vacation, reversal, or material

modification of the Final Order within the meaning of this paragraph, provided that Defendants' obligation to make payments remains limited as set forth in this Stipulation.

6. NOTICE TO THE CLASS

6.1 Within ten (10) business days following the Court's entry of its Order Granting Preliminary Approval of Settlement, Defendants shall provide the Settlement Administrator with a list containing the names, last known addresses, last known telephone numbers, social security numbers of all Class Members, the dates of employment of each Class Member as a security guard/security officer during the Class Period, the last date of employment for each Class Member and all other information necessary for the Settlement Administrator to calculate the number of Qualifying Workweeks worked by each Class Member during the Class Period, which includes any weeks a Participating Class Member worked at least one day of the week and as not on vacation or a leave of absence, and to determine which Class Member is also a member of the Waiting Time Penalty Subclass (the "Class Data").

6.2 Defendants' Counsel shall consult with the Settlement Administrator prior to the production date to ensure that the format of the database will be acceptable to the Settlement Administrator. The Settlement Administrator shall not share the information in the Class Data, including the identity of Class Members with the Class Representatives or Class Counsel, except as otherwise provided herein.

6.3 Prior to mailing the Class Notice to Class Members, the Settlement Administrator shall perform a National Change of Address (NCOA) search and an Accurant (or substantially similar) in-depth skip trace in order to obtain the best possible address for Class Members.

6.4 Within fifteen (15) calendar days after receipt of the Class Data from Defendants, the Settlement Administrator shall mail the Class Court-Approved Notice to all Class Members by first-class U.S. mail.

6.5 The Class Notice will include an estimated calculation of the Class Member's estimated share of the Net Settlement Amount.

6.6 The Class Notice shall provide that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion to the Settlement Administrator postmarked by the Request for Exclusion Deadline – thirty (30) calendar days following the initial mailing of the Class Notice. Any Class Member who properly requests exclusion will not receive an Individual Settlement Payment and will not be bound by this Settlement or have any right to object, appeal, or comment thereon. Class Members who do not submit a valid and timely Request for Exclusion shall be bound by the terms of the Settlement and any judgment entered in the Action once the Settlement receives Final Approval. The Class Notice will provide this information to Class Members.

6.7 The Class Notice shall provide that Class Members who wish to object to the Settlement may mail a copy of their written objection to the Settlement Administrator postmarked no later than the Request for Exclusion Deadline. The Class Notice will also provide that Class Members may also appear at the Final Fairness and Approval Hearing and make an oral objection

without making a written objection. Class Members who fail to object in the manner specified in this Stipulation of Settlement will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement.

6.8 There shall be no right to opt out of, or object to, the PAGA portion of the settlement.

6.9 If a Class Notice is returned as undeliverable with a forwarding address provided by the United States Postal Service on or by the Request for Exclusion Deadline, the Settlement Administrator will promptly resend the Class Notice to that forwarding address along with a brief letter stating that the recipient of the Class Notice has until the original deadline set forth on the Class Notice, or ten (10) calendar days after the date of re-mailing of the Class Notice (whichever is later) to submit a Request for Exclusion. If any Class Notice is returned from any mailing and/or re-mailed, the Settlement Administrator will note for its own records and notify the Parties' Counsel of the date of such re-mailings as part of a weekly status report provided to the Parties.

6.10 If a Class Notice is returned as undeliverable without a forwarding address from its first mailing, the Settlement Administrator shall undertake reasonable efforts to locate a current address, including performing an Experian (or substantially similar) in-depth skip trace or mass search on LexisNexis databases based on set criteria. If the Settlement Administrator obtains a more current address, the Settlement Administrator shall resend the Class Notice to that address along with a brief letter stating that the recipient of the Class Notice has until the original deadline set forth on the Class Notice or ten (10) calendar days after the date of re-mailing of the Class Notice (whichever is later) to submit a Request for Exclusion.

6.11 The Settlement Administrator shall provide the Parties' Counsel with a weekly report showing: (1) the number of Class Notices mailed to Class Members; (2) the number of Class Notices returned as undeliverable; (3) the number of re-mailed Class Notices; (4) the number of Class Members who have submitted Requests for Exclusion; (5) the number of Class Members who have submitted objections; and (6) the number of Class Members who have disputed the number of Qualifying Workweeks being credited to that Class Member. The Settlement Administrator shall calendar the due dates for Defendants' settlement installment payments and provide seven (7) days' notice to Defendants as a reminder of the payment as well as instructions on how to make the payments. The Settlement Administrator shall advise Plaintiffs if any settlement installment payment is not timely made by Defendants. Additionally, the Settlement Administrator shall provide to the Parties' Counsel any updated reports regarding the administration of the Settlement as needed or requested.

6.12 At least twenty five (25) calendar days prior to the Final Approval Hearing, the Settlement Administrator will provide a declaration specifying the due diligence the Settlement Administrator has undertaken with regard to the mailing of the Class Notice, including any attempts to obtain valid mailing addresses for and re-mailing of any returned Class Notice; verifying its Settlement Administration Costs; and reporting on the number of objections and exclusions submitted by Class Members, as well as any disputes (and explain the status of the disputes).

7. RESPONSES TO NOTICE

7.1 **Resolution of Dispute.** If a Class Member who receives the Class Notice wishes to dispute the number of his or her Qualifying Workweeks represented therein, the Class Member must notify the Settlement Administrator no later than the Request for Exclusion Deadline. The Class Member must produce any available supporting evidence to the Settlement Administrator regarding the correct number of Qualifying Workweeks that the Class Member contends he or she worked for Defendant during the Class Period, as explained in the Class Notice. The Settlement Administrator will notify the Parties' Counsel of any disputes via email. Defendant shall review its records and provide information to the Settlement Administrator in response to any such disputes. Defendants' records shall be presumed to be determinative, but the Settlement Administrator shall evaluate the evidence submitted by the Class Member and make the decision as to which dates should be applied. The determination by the Settlement Administrator shall be final and binding.

7.2 **Requests for Exclusion from Class.** In order for any other Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), the Class Member or his or her authorized representative must send a Request for Exclusion to the Settlement Administrator, postmarked or faxed by no later than thirty (30) calendar days after the date the Settlement Administrator initially mails the Class Notice to the Class Members or ten (10) calendar days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later. The date of the initial mailing of the Class Notice was postmarked or faxed, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly submits a Request for Exclusion will not be entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this Stipulation, and will not have any right to object to the Settlement or appeal the Court's Orders in this case.

7.3 Any Class Member who fails to timely submit a valid Request for Exclusion shall be deemed a Class Member whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Order Approving Settlement of Class Action, and by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims released in this Stipulation will be extinguished.

7.4 The Settlement Administrator will provide the Parties with the number of valid and timely Request for Exclusion letters received within seven (7) calendar days after the Objection/Exclusion Deadline.

7.5 **Objections to Settlement.** In order for any other Class Member to object to this Stipulation, or any term of it, the person making the objection must not submit a timely request for exclusion (*i.e.*, must not opt out), and may send to the Settlement Administrator, postmarked or faxed no later than the Request for Exclusion Deadline, a completed and signed objection, along with any supporting papers. The Settlement Administrator shall send any objections it receives to Defense Counsel and Class Counsel within three (3) calendar days of receipt. Alternatively, Class Members may also appear at the Final Fairness and Approval Hearing and make an oral objection without making a written objection. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

7.6 **Encouragement of Class Members.** The Parties to this Stipulation and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude himself or herself from this Settlement (opt out) or to object to it. However, Class Counsel, Defense Counsel, and Defendant may respond to inquiries from Class Members with truthful information and nothing that discourages participation.

8. SETTLEMENT FUNDING AND DISTRIBUTION SCHEDULE

8.1 **Settlement Funding Date:** Defendant Deluca Associates, Inc. (dba) National Cinema Security shall deposit \$125,000 within 10 days of the Court granting Final Approval, and the balance over 24 months in equal monthly installments after the initial deposit into the Qualified Settlement Fund set up by the Settlement Administrator. While held in the Qualified Settlement Fund, the Maximum Settlement Amount shall earn interest which shall inure to the benefit of Participating Class Members and Class Counsel until distributed by the Settlement Administrator;

8.2 If any payment is not made by Defendant Deluca Associates, Inc. (dba) National Cinema Security, there will be a 7-day grace period to cure after written notice is given by Plaintiffs to Defendants' attorneys.

8.3 **Stipulated Judgment:** All Defendants will execute a stipulated judgment as a condition of Plaintiffs accepting the installment payments. If any payment is not made by any Defendant after the expiration of the 7-day grace period after written notice by Plaintiffs to Defendant's attorneys, Plaintiffs may file the fully-executed stipulated judgment marked and attached hereto as **Exhibit B**.

8.4 **Disbursement Date:** No later than fourteen (14) calendar days after the last installment payment by Defendant, the Settlement Administrator shall disburse: (a) Individual Settlement Payments to Participating Class Members; (b) the Class Representative Service Awards; (c) the portion of the PAGA Payment to be made to the LWDA; (d) the Settlement Administrator's Costs; (e) Class Counsel's attorney's fees and costs, all as previously approved by the Court; and (f) employer side payroll taxes.

8.5 Upon distribution of the Settlement Fund, the stipulated judgment will be void and given no force or effect.

8.6 Within 250 calendar days of the Effective Date of the Settlement, the Settlement Administrator shall provide written certification of such completion to the Court, Class Counsel and Defendants' Counsel. Class Counsel shall file that written certification with the Court.

8.7 The following is a summary of the proposed timeline related to this Settlement:

EVENT	DEADLINE
Preliminary Approval of the Settlement by the Court	TBD
Defendants to provide Settlement Administrator with the list of Class Members and all required Class Members' Data	10 business days after entry of the order granting Preliminary Approval

Settlement Administrator to mail Notice to Class Members	15 calendar days after receiving the Class Data
Exclusion Deadline	30 calendar days after mailing of Notice
Settlement Administrator to provide the parties notice of the valid request of exclusion letters received	7 calendar days after the Request for Exclusion Deadline
Deadline for Defendants to exercise their option to cancel the settlement if 5% or more of the Class Members submit a timely and valid request for exclusion	Within 10 calendar days of Request for Exclusion Deadline
Settlement Administrator to provide declaration of due diligence	25 calendar days prior to Final Approval Hearing
Final Approval Hearing	TBD
Effective Date of the Settlement	(1) The date the Final Approval is entered by the Court if no objections are filed to the settlement, or if any objections are withdrawn prior to Final Approval; (2) If objections are filed and overruled, and no appeal is taken of the final approval order, sixty-five (65) days after the Final Approval is entered by the Court; or (3) If an appeal is taken from the Court's overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final
Funding Obligation Date	Defendant Deluca Associates, Inc. (dba) National Cinema Security shall deposit \$125,000 within 10 calendar days after Final Approval. Thereafter, Defendant shall deposit the remaining \$375,000 plus employer-side taxes in 24 equal monthly installments to the Qualified Settlement Fund set up by the Settlement Administrator.
Settlement Administrator to mail Individual Settlement Payments	14 calendar days after the Final Approval
Grace period to cure non-payment of settlement installment payments	7 days after written notice by Plaintiffs to Defendants' attorneys. If not cured within seven (7) days of notice, the fully-executed Stipulated Judgment may be filed with the Court.
Uncashed Checks to State of California Unclaimed Property Fund	180 calendar days after mailing of the Individual Settlement Payment Checks

Settlement Administrator to Provide Certificate of Completion of Settlement	250 calendar days After Effective Date of Settlement
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9. DISPOSITION OF RETURNED AND UNCASHED CHECKS

9.1 This is a non-reversionary “all-in” settlement. No unclaimed amounts will revert to Defendant.

9.2 **Returned Checks.** If any Individual Settlement Payments are returned as undeliverable, the Settlement Administrator will take all steps necessary to locate an updated mailing address for the Class Member, including without limitation, using Experian (or substantially similar) in-depth skip-trace. In the event the Settlement Administrator is unable to locate an updated address or the Individual Settlement Payments are returned as undeliverable after a second mailing, the amount of any returned checks shall be sent by the Settlement Administrator to the State of California, Unclaimed Property Fund in the name of the Class Member.

10. TAXATION AND WITHHOLDING

10.1 The Settlement Administrator will be responsible for issuing to the Class Representatives, Class Members, and Class Counsel any IRS Form W-2, IRS Form 1099, or any other tax forms as may be required by the Internal Revenue Code of 1986 (the “Code”) and this Settlement for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities to pay for the employer’s share of payroll taxes as set forth below. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Stipulation, the processes set forth in this section may be modified in a manner to bring Defendant into compliance with any such changes.

10.2 Defendants’ Counsel and Class Counsel make no warranty and have provided no advice regarding the tax treatment of Individual Settlement Payments to Participating Class Members pursuant to the terms of this Settlement. All taxes, other than the employer’s share of payroll taxes, which are not a part of the Maximum Settlement Amount, are the sole responsibility of the Participating Class Member.

10.3 Circular 230 Disclaimer. Each party to this Stipulation (for purposes of this section, the “acknowledging party” and each party to this Stipulation other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Stipulation, and no written communication or disclosure between or among the parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of united states treasury department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Stipulation, (b) has not entered into this Stipulation based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax

strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Stipulation.

10.4 Individual Settlement Payments paid to Participating Class Members shall not be deemed pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.). The Parties agree that Individual Settlement Payments to Participating Class Members do not represent any modification of Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by the Released Parties. Any Individual Settlement Payments paid pursuant to this Settlement shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by the Released Parties.

10.5 The Payroll Taxes and any other applicable employer withholdings or contributions will be computed by the Settlement Administrator based on the amounts paid to Participating Class Members. The Settlement Administrator shall be responsible for making all necessary payments and government filings in connection with such payments.

10.6 No person shall have any claim against Defendants, Defendants' Counsel, Plaintiffs, the Class, Class Counsel or the Settlement Administrator based on mailings, distributions and payments made in accordance with this Stipulation of Settlement.

11. RELEASE BY THE CLASS

11.1 In exchange for the consideration recited in this Settlement, upon the Effective Date, Plaintiffs and all Class Members who do not timely submit a Request for Exclusion do hereby and forever release, acquit, and discharge Defendants and their respective present and former parents, owners, successors, subsidiaries, and any affiliated or related persons or entities and each of their respective officers, directors, employees, partners, shareholders, attorneys and agents and any other successors, assigns or legal representatives ("the Released Parties") from any and all demands, rights, liabilities, claims, and/or causes of action, known or unknown, for all the Labor Code sections alleged in Plaintiffs' operative complaint that could have been brought based on the same set of facts ("the Released Claims") during the Class Period, which includes claims for:

- (a) Failure to Pay for Overtime;
- (b) Compensation for Required Meal Periods Not Provided;
- (c) Compensation for Required Rest Periods Not Provided;
- (d) Failure to Furnish Timely and Accurate Wage Statement;
- (e) Failure to Reimburse;
- (f) Waiting Time Penalties;

- (g) Violation of Business and Professions Code Section 17200, et seq., with the claims alleged in the operative complaint as the predicate violations;
- (h) Penalties Pursuant to Labor Code Section 2699.3, et seq. with the claims alleged or could have been asserted based upon the same facts alleged in the Actions in the operative complaint as the predicate violations;
- (i) Penalties provided under Cal. Labor Code sections 226.7, 512, and 558, and the applicable IWC Wage Order for failure to provide meal and rest periods;
- (j) Penalties provided under Cal. Labor Code sections 1194 and 1197.1 and the applicable IWC Wage Order for failure to pay minimum wages;
- (k) Penalties provided under Cal. Labor Code sections 510, 558, and 1194, and the applicable IWC Wage Order for failure to pay overtime wages;
- (l) Penalties provided under Cal. Labor Code sections 201, 202, 203, 204, and 210 for failure to timely pay all wages owed;
- (m) Penalties under Cal. Labor Code section 226 and 246, made available under the Private Attorneys General Act, for failure to provide accurate itemized wage statements and written notice of sick leave;
- (n) Penalties under Cal. Labor Code section 1174 and the applicable IWC Wage Order, made available under the Private Attorneys General Act, for failure to maintain accurate records; and,
- (o) Related damages, restitution, disgorgement, interest, attorneys' fees, costs, or expenses relating to any such claims.

12. VOIDING THE AGREEMENT

12.1 Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Actions for settlement purposes only, this Stipulation requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Stipulation on a conditional basis. This Stipulation is contingent upon the approval and certification by the Court.

12.2 If the Effective Date does not occur, the fact that the Parties were willing to stipulate for the purposes of this Stipulation to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Effective Date does not occur, or if Disposition of these Action is not effectuated, any certification of the Class will be vacated and the Plaintiffs, Defendants and the Class will be returned to their positions with respect to the Action as if the Stipulation had not been entered into.

12.3 In the event that the Effective Date does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Stipulation shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Stipulation, the fact that Defendants did not oppose the certification of a Class under this Stipulation, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

12.4 If the Effective Date does not occur, this Stipulation and any of the related negotiations or proceedings shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. All Parties to this Stipulation shall stand in the same position, without prejudice, as if the Stipulation had been neither entered into nor filed with the Court. The fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in these Action or any other action. Defendants expressly reserve the right to challenge the propriety of class certification in the Action for any purpose, if the Effective Date does not occur.

12.5 The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Stipulation and shall otherwise use their respective best efforts to obtain Court approval and implement this Stipulation. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator Lou Marlin to resolve the dispute.

12.6 **Released Parties' Right to Revoke:** Released Parties have the right in their sole and exclusive discretion to terminate and withdraw from the Settlement at any time prior to the entry of the trial court's Order for Final Approval of the Settlement if any of the following occur: (a) the Settlement is construed in such a fashion that Released Parties are required to pay more than the Maximum Settlement Amount (except pursuant to the procedure outlined in Paragraph 4.2 herein); or (b) the Court does not certify the Settlement Class as described herein, or does not certify a class releasing all of the Released Claims defined herein, or otherwise makes an order materially inconsistent with any of the terms of this Settlement Agreement (except for an order reducing Class Counsel's proposed attorneys' fees or litigation costs, or the Class Representative Enhancement Payment); or (c) the Court does not grant preliminary or final approval of the Settlement. Additionally, Released Parties have the right, but not the obligation, in its sole and exclusive discretion to terminate and withdraw from the Settlement if five percent (5%) or more of the Class Members submit a timely and valid Request for Exclusion. Released Parties must exercise this right within ten (10) calendar days after the Settlement Administrator notifies the Parties of the number of valid and timely Request for Exclusion letters received, which the Settlement Administrator must do within seven (7) calendar days after the Objection/Exclusion Deadline. If Released Parties choose to withdraw, the Released Parties will be responsible for all costs incurred by the Settlement Administrator in administering the settlement up through the date of withdrawal. To terminate the settlement on this basis, Released Parties must provide notice to Class Counsel of its intent to

terminate the Settlement. If for any reason the Settlement is not approved by the Court, or if a Party terminates and withdraws from the Settlement pursuant to this paragraph, this Settlement Agreement and any related settlement documents shall be null and void, and any class certified for settlement purposes will be vacated. In such an event, neither the Settlement Agreement, nor the settlement documents, nor the negotiations leading to the Settlement may be used as evidence for any purpose, and Released Parties shall retain the right to challenge all claims and allegations in the action, to assert all applicable defenses, and to dispute the propriety of class certification on all applicable grounds Released Parties may void the Settlement.

12.7 In the event a timely appeal is filed from the Final Approval Order and Judgment, the Final Order shall be stayed and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

12.8 Invalidation of any material portion of this Stipulation shall invalidate this Stipulation in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

13. MISCELLANEOUS PROVISIONS

13.1 **Defendants' Costs:** All of Defendants' own legal fees, costs, and expenses incurred in this Action shall be borne by Defendants.

13.2 The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement, noting that the cost of administering the Settlement shall be deducted from the Maximum Settlement Fund subject to approval by the Court.

13.3 **Authority to Enter into Settlement:** The signatories hereto represent that they are fully authorized to enter into this Settlement and bind the Parties to the terms and conditions herein.

13.4 **Cooperation in Drafting:** The Parties have cooperated in the negotiation and preparation of this Stipulation. This Stipulation will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Stipulation.

13.5 **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court to effectuate this Settlement and the terms set forth herein. In the event the Parties are unable to reach a Stipulation on the form or content of any document needed to implement the Settlement, or on any supplemental provisions or Action that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the Court to resolve such disagreement.

13.6 **No Admission:** Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on

the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement with the intention of avoiding further disputes and litigation with the attendant risk, inconvenience and expenses. This Settlement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, be inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Settlement.

13.7 **Construction:** The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any of the Parties by reason of the extent to which any Party participated in drafting this Settlement.

13.8 **Headings:** The descriptive heading of any section or paragraph of this Stipulation is inserted for convenience of reference only and does not constitute a part of this Stipulation and shall not be considered in interpreting this Stipulation.

13.9 **Representation by Counsel:** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Stipulation, and that this Stipulation has been executed with the consent and advice of counsel.

13.10 **No Reliance on Representations:** The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Stipulation as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Stipulation, or with respect to any other matters. No representations, warranties, or inducements have been made to any party concerning this Stipulation.

13.11 **Notice:** All notices, demands, or other communications given under this Stipulation must be in writing and addressed to Class Counsel and/or Defendant' Counsel using the contact information outlined under sections 1.4 and 1.14 of this Stipulation.

13.12 **Jurisdiction of the Court:** Except for those matters to be resolved by the Settlement Administrator as expressly stated, any dispute regarding the interpretation or validity of this Settlement, or relating to the Action or the Released Claims, shall be subject to the exclusive jurisdiction of the Court, and Plaintiff, Class Members, and Defendant agree to submit to the personal and exclusive jurisdiction of the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Disposition entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. The Court shall retain jurisdiction solely with respect to the interpretation, implementation and enforcement of the terms of this Settlement and all orders, judgments entered in connection therewith, and post-judgment matters. The prevailing party to any enforcement Action of this Agreement shall be entitled to recover its attorneys' fees and costs related to such enforcement Action.

13.13 California Law Governs: All terms of this Settlement and exhibits hereto shall be governed by and interpreted according to the laws of the State of California, regardless of its conflict of laws.

13.14 Invalidity of Any Provision: The Parties request that before declaring any provision of this Stipulation of Settlement invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions in this Stipulation of Settlement valid and enforceable.

13.15 Amendment or Modification: This Settlement may be amended or modified only by a written instrument signed the Parties or their successors-in-interest.

13.16 Interim Stay of Proceedings: The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

13.17 Counterparts and Fax/Electronic Signatures: This Settlement may be executed in counterparts. When each of the Parties has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement, which shall be binding upon and effective as to all Parties. A fax or electronic signature, such as DocuSign, on this Stipulation shall be as valid as an original signature.

13.18 Entire Agreement: This Stipulation and exhibits hereto constitute the entirety of the Settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties, and this Stipulation supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals. The Parties expressly recognize that California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a) provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations will modify, vary or contradict the terms of the Settlement. In case of any conflict between text contained in Sections 1 through 13 of this Stipulation and text contained in the Exhibits to this Stipulation, the former (*i.e.*, Sections 1 through 13) shall be controlling, unless the Exhibits are changed by or in response to a Court order. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Stipulation other than those expressly set forth or referred to herein.

13.19 Waiver: Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

13.20 **No Prior Assignments:** The Parties and the Parties' Counsel represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer or encumber to any person or entity any portion of liability, claim, demand, action, cause of action or right released and discharged in this Stipulation of Settlement.

13.21 **Assignment:** None of the rights, commitments, or obligations recognized under this Stipulation may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Stipulation are for the sole benefit of the Parties under this Stipulation, and shall not be construed to confer any right or to avail any remedy to any other person.

13.22 **Binding on Successors and Assigns:** This Settlement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement.

13.23 **Deadlines Falling on Weekends or Holidays:** To the extent that any deadline set forth in this Stipulation falls on a Saturday, Sunday or legal holiday, that deadline shall be continued until the following business day.

IT IS SO AGREED.

12/28/2021

Dated: _____, 2021

**DEFENDANT, DELUCA ASSOCIATES, INC.
(DBA) NATIONAL CINEMA SECURITY**

DocuSigned by:

Kelly DeLuca

BY: Kelly DeLuca

TITLE: President

1/6/2022

Dated: _____, 2021

**DEFENDANT, AMC ENTERTAINMENT
HOLDINGS, INC.**

DocuSigned by:

Kelly W. Schemenauer

BY: Kelly W. Schemenauer

TITLE: VP, Legal

1/5/2022

Dated: _____, 2021

DEFENDANT, CINEMARK USA, INC.

DocuSigned by:

Patrick Burns

BY: Patrick Burns

TITLE: VP, Security and Loss Prevention

Dated: 01/14/2022

PLAINTIFF, TATYANA RITTENHOUSE, on behalf of herself and a class of others similarly situated



TATYANA RITTENHOUSE

Dated:

PLAINTIFF, ISHATPAL MOMI, on behalf of himself and a class of others similarly situated

ISHATPAL MOMI

Dated:

PLAINTIFF, MICHAEL NICHOLSON, on behalf of himself and a class of others similarly situated

MICHAEL NICHOLSON

Dated:

PLAINTIFF, RICHARD JOHANSEN, on behalf of himself and a class of others similarly situated

RICHARD JOHANSEN

Dated:

PLAINTIFF, NEPHI WITT, on behalf of himself and a class of others similarly situated

NEPHI WITT

Dated:

PLAINTIFF, TATYANA RITTENHOUSE, on behalf of herself and a class of others similarly situated

TATYANA RITTENHOUSE

Dated: 01/04/2022

PLAINTIFF, ISHATPAL MOMI, on behalf of himself and a class of others similarly situated



ISHATPAL MOMI

Dated:

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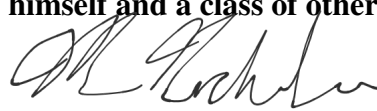
Dated:

PLAINTIFF, ISHATPAL MOMI, on behalf of himself and a class of others similarly situated

ISHATPAL MOMI

Dated: 01/13/2022

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MICHAEL NICHOLSON

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PLAINTIFF, MICHAEL NICHOLSON, on behalf of himself and a class of others similarly situated

MICHAEL NICHOLSON

Dated: Jan 18, 2022

PLAINTIFF, RICHARD JOHANSEN, on behalf of himself and a class of others similarly situated

Richard Lee Johansen III
Richard Lee Johansen III (Jan 18, 2022 10:11 PST)

RICHARD JOHANSEN

Dated:

PLAINTIFF, NEPHI WITT, on behalf of himself and a class of others similarly situated

NEPHI WITT

Dated:

PLAINTIFF, TATYANA RITTENHOUSE, on behalf of herself and a class of others similarly situated

TATYANA RITTENHOUSE

Dated:

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ISHATPAL MOMI

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Dated: 01/04/2022

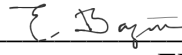
PLAINTIFF, NEPHI WITT, on behalf of himself and a class of others similarly situated



NEPHI WITT

Dated: 01/12/2022

**PLAINTIFF, ERIBERTO BAZAN, on behalf of
himself and a class of others similarly situated**



ERIBERTO BAZAN

Dated:

**PLAINTIFF, RAMIKA PAYMAN, on behalf of
himself and a class of others similarly situated**

RAMIKA PAYMAN

Dated:

**PLAINTIFF, KARRIEM RASHIED, on behalf of
himself and a class of others similarly situated**

KARRIEM RASHIED

Dated:

**PLAINTIFF, TYRONE HAMPTON, on behalf of
himself and a class of others similarly situated**

TYRONE HAMPTON

Dated:

**PLAINTIFF, LEO STEWART, on behalf of
himself and a class of others similarly situated**

LEO STEWART

Dated:

**PLAINTIFF, JIMMY BOWEN, on behalf of
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BRIAN GODDARD

Dated:

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himself and a class of others similarly situated**

JAMES HACKETT

Dated:

**PLAINTIFF, DEVIN COLDIRON, on behalf of
himself and a class of others similarly situated**

DEVIN COLDIRON

Dated:

**PLAINTIFF, FREDERICK MANNING, on behalf
of himself and a class of others similarly situated**

FREDERICK MANNING

Dated:

**PLAINTIFF, GILBERT LOPEZ, on behalf of
himself and a class of others similarly situated**

GILBERT LOPEZ

Dated:

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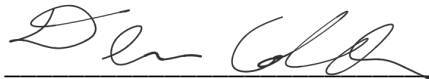
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JAMES HACKETT

Dated: 01/04/2022

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01/04/2022

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Dated: 01/12/2022

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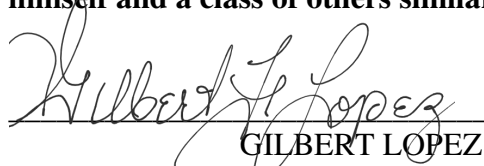
Dated:

**PLAINTIFF, FREDERICK MANNING, on behalf
of himself and a class of others similarly situated**

FREDERICK MANNING

Dated: 01/14/2022

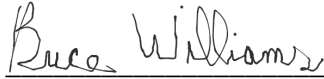
**PLAINTIFF, GILBERT LOPEZ, on behalf of
himself and a class of others similarly situated**



GILBERT LOPEZ

Dated: 01/08/2022

**PLAINTIFF, BRUCE WILLIAMS, on behalf of
himself and a class of others similarly situated**

Handwritten signature of Bruce Williams in cursive script.

BRUCE WILLIAMS

Dated:

**PLAINTIFF, MATT HUFFMAN, on behalf of
himself and a class of others similarly situated**

MATT HUFFMAN

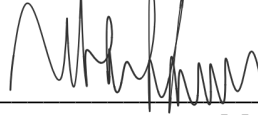
Dated:

**PLAINTIFF, BRUCE WILLIAMS, on behalf of
himself and a class of others similarly situated**

BRUCE WILLIAMS

Dated: 01/04/2022

**PLAINTIFF, MATT HUFFMAN, on behalf of
himself and a class of others similarly situated**

A handwritten signature in black ink, appearing to read 'Matt Huffman', is written over a horizontal line.

MATT HUFFMAN

APPROVED AS TO FORM AND CONTENT:

Dated: January 14, 2022

CLASS COUNSEL:
MCCORMACK LAW FIRM

By: 
BRYAN MCCORMACK

Attorneys for Plaintiffs, on behalf of themselves and a
class of others similarly situated

Dated: January 14, 2022

CLASS COUNSEL:
WYNNE LAW FIRM

By: 
EDWARD J. WYNNE

Attorney for Plaintiffs, on behalf of themselves and a
class of others similarly situated

DATED: _____, 2021

DEFENDANT'S COUNSEL:
BRADLEY, GMELICH & WELLERSTEIN LLP

BY: _____
JAIMEE K. WELLERSTEIN

Attorney for Defendants

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2021

CLASS COUNSEL:
MCCORMACK LAW FIRM

By: _____
BRYAN MCCORMACK

Attorneys for Plaintiffs, on behalf of themselves and a
class of others similarly situated

Dated: _____, 2021

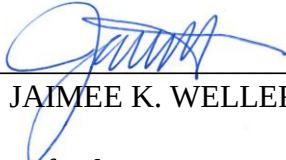
CLASS COUNSEL:
WYNNE LAW FIRM

By: _____
EDWARD J. WYNNE

Attorney for Plaintiffs, on behalf of themselves and a
class of others similarly situated

DATED: January 6, 2022

DEFENDANT'S COUNSEL:
BRADLEY, GMELICH & WELLERSTEIN LLP

BY:  _____
JAIMEE K. WELLERSTEIN

Attorney for Defendants

EXHIBIT A

If you were employed by Deluca Associate, Inc. (dba) National Cinema Security in California as a Security Guard and stationed at a Cinemark and/or AMC Theater at any time from February 5, 2016, through [Insert Date of Preliminary Approval], you may be entitled to money from a class action settlement.

*The Superior Court authorized this notice.
This is not a lawsuit against you and you are **not** being sued.
This is not a solicitation from a lawyer.*

- The Parties in the class action entitled *Tatyana Rittenhouse, et al. vs. Deluca Associates, Inc., et al.*, Superior Court of California, County of Sacramento, Case No. 34-2020-00274894, have reached a Settlement and it has been granted Preliminary Approval by the Court supervising the lawsuit.
- The proposed Settlement will resolve all claims in this lawsuit. The Court has ordered that this Notice be sent to you because you may be a member of the Settlement Class.
- The purpose of this Notice is to inform you of the Settlement of the class action and your legal rights and options under the Settlement:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
RECEIVE YOUR PAYMENT	You may be entitled to receive approximately <<TBD>> under this Settlement. To receive your payment, you do not need to do anything – it will automatically be sent to you.
REQUEST EXCLUSION	If you wish to exclude yourself from the Settlement and get no payment, you must submit a timely and valid Request for Exclusion, the process for which is described in Section 16 below. If you exclude yourself, you will not receive any payment from the Settlement.
OBJECT TO THE SETTLEMENT	If you believe the terms of the Settlement are unfair or unreasonable, then you may notify the Settlement Administrator that you object or you may appear at the Final Approval Hearing to

QUESTIONS? CALL [TPA NUMBER] TOLL FREE

Notice of Class Action Settlement

	object, the process for which is described in Section 18 below.
--	---

DEFENDANT CANNOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING, EXCLUDING YOURSELF, OR OBJECTING TO THIS SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT

1. Why did I get this notice?

You received this notice because you were employed by Deluca Associates, Inc. dba National Cinema Security under the job title Security Guard (or the functional equivalent) in California and stationed at a Cinemark or AMC theater at some point from February 5, 2016, through [insert date of order granting Preliminary Approval].

The Court ordered that this notice be sent to you and all other Class Members in order to: (1) inform you of the settlement of this class action lawsuit; (2) inform you of your legal rights under the Settlement; and (3) explain how you may receive your Settlement Payment, exclude yourself, or object to the Settlement.

2. What is this lawsuit about?

Plaintiffs Tatyana Rittenhouse, Ishtapal Momi, Michael Nicholson, Richard Johansen, Nephi Witt, Eriberto Bazan, Ramika Payman, Karriem Rashied, Tyrone Hampton, Leo Stewart, Jimmy Bowen, Brian Goddard, James Hackett, Devin Coldiron, Frederick Manning, Gilbert Lopez, Bruce Williams, and Matt Huffman's Complaint ("Operative Complaint") alleges that Defendant Deluca Associates, Inc., failed to provide Class Members with legally compliant meal periods and rest breaks; failed to pay them all minimum, regular, and overtime wages owed; failed to reimburse business expenses; failed to provide them with accurate, itemized wage statements; and failed to pay them all wages that they were owed upon separation of their employment. Plaintiff's Operative Complaint also alleges that Defendant's practices violated California Business and Professions Code section 17200, *et seq.* and seeks all available remedies, including unpaid wages, waiting time penalties, and civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code section 2698, *et seq.*

Defendant denies it did anything wrong and asserts that it has fully complied with all of its legal obligations, including that it timely and properly paid Class Members all wages owed; provided them compliant meal and rest periods; properly issued them accurate, itemized wage statements; reimbursed for all necessary business expenses; and maintained accurate records, all as required by law. Defendant also denies that it engaged in any unfair competition or

QUESTIONS? CALL [TPA NUMBER] TOLL FREE

Notice of Class Action Settlement

violations of PAGA and contend that none of the claims alleged by Plaintiffs will succeed in Court.

The Court did not decide in favor of Plaintiffs or Defendant. Instead, Plaintiffs, Defendant, and their respective attorneys have concluded that the Settlement is advantageous to all parties considering the risks and uncertainties of continued litigation and trial.

3. What is a class action?

In a class action lawsuit, a person called a class representative sues on behalf of people who have similar claims. The people with similar claims are called class members and together they make up the class. In a class action, one court resolves the issues for all class members, except for those who choose to exclude themselves from the class. A class member is bound by the determination or judgment entered in the case whether the class wins or loses and the class member may not file a new lawsuit regarding the same claims that were decided in the class action, unless he or she excludes themselves from the class. On [date of order granting preliminary approval], Judge [INSERT NEW JUDGE] of the Superior Court, County of Sacramento, issued an order preliminarily approving the Settlement and appointing Plaintiffs Tatyana Rittenhouse, Ishtapal Momi, Michael Nicholson, Richard Johansen, Nephi Witt, Eriberto Bazan, Ramika Payman, Karriem Rashied, Tyrone Hampton, Leo Stewart, Jimmy Bowen, Brian Goddard, James Hackett, Devin Coldiron, Frederick Manning, Gilbert Lopez, Bruce Williams, and Matt Huffman as the Class Representatives.

4. Why is there a settlement?

The Court did not hold a trial to decide in favor of Plaintiffs or Defendant. The Court has made no ruling on the merits of the Class' claims and has determined that certification of the Settlement Class for Settlement purposes only is appropriate under California law. Instead, all parties agreed to the Settlement because they believe it is fair, reasonable, and adequate under the circumstances. Plaintiffs think their claims have merit and that they would have been successful at trial. On the other hand, Defendant denies all liability and believe that Plaintiffs would not have won anything at trial. In agreeing to settle this lawsuit, the Parties avoided the risks and significant costs of a trial, potential appeals, and Class Members will be entitled to receive compensation without any determination of wrongdoing by Defendant.

WHO IS INCLUDED IN THE SETTLEMENT?

To receive a portion of the Settlement, you must be a Class Member.

5. How do I know if I am a Class Member?

You are a Class Member and a member of the "Settlement Class" if you were employed in California at any time from February 5, 2016 through [date of order granting of preliminary approval], by Deluca Associates, Inc. under the job title Security Guard or the functional equivalent, however titled, and stationed at a Cinemark and/or AMC theater.

QUESTIONS? CALL [TPA NUMBER] TOLL FREE

Notice of Class Action Settlement

You are also a member of the “Waiting Time Penalties Subclass” if you are a member of the Settlement Class and your employment with Defendant ended at any time from and after February 5, 2017, through [date of order granting preliminary approval].

THE LAWYERS REPRESENTING THE PARTIES

6. Do I have a lawyer in this case?

The Court appointed McCormack Law Firm and Wynne Law Firm, to serve as Class Counsel and represent you and other Class Members. Class Counsel may be reached at:

Edward J. Wynne
Wynne Law Firm
80 E. Sir Francis Drake Blvd., Suite 3G
Larkspur, CA 94939
Telephone: 415-461-6400
Facsimile: 415-461-3900
ewynne@wynnelawfirm.com

Bryan McCormack
McCormack Law Firm
80 E. Sir Francis Drake Blvd., Suite 3G
Larkspur, CA 94939
Telephone: 415-296-8420
Facsimile: 415-296-8552
bryan@bmclaw.com

You will not be charged for their services. Instead, Class Counsel will request to be compensated directly from the Gross Settlement Amount, as discussed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

7. How will Class Counsel be paid?

Class Counsel undertook this case on a contingency basis, that is, without receiving any payment up front. Now, having successfully resolved this Action on behalf of the Class, Class Counsel will ask the Court to approve a payment of up to \$175,000 for attorney’s fees and up to \$12,500 in reasonable litigation costs. Defendant will not oppose this requested amount.

8. Who are the lawyers representing Defendant?

Jaimee K. Wellerstein and Daniel J. Park of Bradley, Gmelich & Wellerstein LLP, 700 N. Brand Blvd., 10th Floor, Glendale, CA 91203, represent Defendant.

Notice of Class Action Settlement

WHAT ARE THE TERMS OF THE SETTLEMENT?

9. What does the Settlement provide?

Defendant agreed to pay up to \$500,000.00 (the “Gross Settlement Amount”) to settle this lawsuit. Before any payments will be made to Class Members, however, the following deductions will be made from the Gross Settlement Amount:

- **Settlement Administration Costs:** For its work administering the Settlement, Phoenix Class Action Administrators will charge an amount, not to exceed \$9,950.00.
- **Class Representative Service Awards:** Class Counsel will petition the Court for service awards for the Class Representatives, Tatyana Rittenhouse, Ishtapal Momi, Michael Nicholson, Richard Johansen, Nephi Witt, Eriberto Bazan, Ramika Payman, Karriem Rashied, Tyrone Hampton, Leo Stewart, Jimmy Bowen, Brian Goddard, James Hackett, Devin Coldiron, Frederick Manning, Gilbert Lopez, Bruce Williams, and Matt Huffman, to compensate them for their time and efforts spent serving the Class and actively participating in the Action. Class Counsels’ application for service awards for Plaintiffs shall not exceed a total amount of \$5,000.00 for each Class Representative.
- **Attorney’s Fees and Costs:** Class Counsel will request a payment up to \$175,000 for attorney’s fees and reimbursement of reasonable litigation costs, not to exceed \$12,500. ***Class Members are not personally responsible for paying Class Counsel’s attorney’s fees or costs.***
- **PAGA Payment:** \$15,000.00 will be paid to the Labor and Workforce Development Agency (“LWDA”) for the State’s share of civil penalties under PAGA.

10. How will my payment be calculated?

After deducting the items listed in Section 9 from the Gross Settlement Amount, the amount remaining will be the “Net Settlement Amount,” the full amount of which will be allocated to Class Members who *do not* request exclusion from the Class. Your share of the Net Settlement Amount will depend upon your membership in the Class and/or Subclass and will be determined as follows:

Settlement Class: Each Class Member who is a member of the Settlement Class and who does not request exclusion will receive a pro rata portion of the Net Settlement Amount based upon the respective number of Workweeks that he or she worked during the Class Period as an hourly employee compared to the total number of Workweeks that all other participating Class Members worked during the Class Period. Workweeks include any weeks a Class Member worked at least one day of the week and was not on vacation or a leave of absence. Workweeks of Class Members who exclude themselves from the Settlement will not be included in the total

Notice of Class Action Settlement

number of Workweeks for purposes of the Settlement Administrator's calculation and distribution of Individual Settlement Payments to participating Class Members.

Waiting Time Penalties Subclass: Each Class Member who is a member of the Waiting Time Penalties Subclass will be allocated six (6) additional workweeks as a waiting time penalty. The additional workweeks allocated to a member of the Waiting Time Penalties Subclass for calculation of their individual settlement payments purposes only will under no circumstance cause the total Qualifying Workweeks to increase and thus, the Maximum Settlement Amount will not increase by the distribution of six (6) workweeks.

11. How much will I receive?

Defendant's records show that you are a member of the Settlement Class and worked a total of [est. number] Workweeks as an hourly employee in California during the Class Period. This means you will receive a settlement amount that is currently estimated to be: \$[est. amount], less applicable taxes and payroll deductions. (You may have worked additional Workweeks for Defendant prior to the Class Period or in another position, but those Workweeks are not included for purposes of this Settlement.)

<<[INSERT FOR WTP SUBCLASS MEMBERS ONLY]>> Defendant's records also show that you are a member of the Waiting Time Penalties Subclass, which means you the Settlement allocates an additional [] workweeks to you.

Please note: The actual amount of your Settlement Payment may increase or decrease based on several factors, including, but not limited to, the number of individuals who exclude themselves from the settlement and the amount of interest that is earned on the Gross Settlement Amount.

The Settlement Administrator will calculate all Settlement Payments to participating Class Members. In the event there is a dispute regarding a Settlement Payment calculation, counsel for the parties will agree to allow the Settlement Administrator to make the final decision regarding its resolution.

If you believe in good faith that your total number of Workweeks listed above is incorrect, you must contact the Settlement Administrator and provide documentation that you believe demonstrates that this number is incorrect and authorize the Settlement Administrator to review your records and related documents. While not mandatory, it is in best interest to provide documents that substantiate your claim about the number of Workweeks you believe you worked during the class period in a covered position. Such documents might include wage statements and paystubs. Please understand that the total number of your Workweeks listed above is presumed to be correct because it is based on Defendant's records.

If you intend to challenge the total number of Workweeks listed above, your dispute letter and supporting documents, if any, must be mailed to the Settlement Administrator postmarked

Notice of Class Action Settlement

no later than 45 calendar days from mailing at the designated address for the Settlement Administrator – see Sections 16 and 18. The Settlement Administrator will review the pertinent records showing the total number of Workweeks that you worked during the Class Period, which Defendant has agreed to make available for this purpose, consult with counsel for the parties, and make a determination. If you do not provide any documents or other evidence to support your challenge, the Settlement Administrator is likely to reject it.

12. How do I receive my payment?

To receive your payment, ***you do not have to do anything***. Once the Settlement receives final approval by the Court, the Settlement Administrator will automatically send you your settlement payment check after the Settlement has been fully funded and as long as you do not request to be excluded.

13. When do I get my payment?

If no objections to the Settlement are filed, Defendant will deposit the full amount of the Gross Settlement Amount into the account set up by the Settlement Administrator by an initial deposit of \$125,000 within ten (10) days of the Court granting final approval of the settlement and making equal monthly payments for 24 months for the remaining balance starting the Effective Date of Settlement, which is (1) the date the Final Approval is entered by the Court if no objections are filed to the settlement, or if any objections are withdrawn prior to Final Approval; (2) if objections are filed and overruled, and no appeal is taken of the final approval order, sixty-five (65) days after the Final Approval is entered by the Court; or (3) if an appeal is taken from the Court's overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

No later than fourteen (14) calendar days after Defendant makes all of the payments described above, which will be approximately 2 years after the Effective Date, the Settlement Administrator will disburse: (a) the Settlement Payments to Participating Class Members; (b) the Class Representative Service Awards; (c) the payment to the LWDA; (d) the Settlement Administrator's Costs; and (e) Class Counsels' Fees and Costs.

Once the Settlement Administrator mails you your Settlement Payment check, you must cash your check within 180 calendar days from the date the check is mailed. Any checks that are returned as undeliverable or remain uncashed 180 calendar days after mailing or remailing, plus any interest that has accrued, will be cancelled and the funds will be sent to State Controller's Unclaimed Property Fund.

To check on the progress of the Settlement, you may call the Settlement Administrator at [1-800-XXX-XXXX] or contact Class Counsel at one of the numbers listed above in Section 6.

14. Are there taxes consequences if I receive my payment?

Settlement Payments to Class Members who are members of the Settlement Class will be allocated as: 20% wages; 80% penalties and interest.

Notice of Class Action Settlement

The portion of Settlement Payments to Class Members who are members of the Waiting Time Penalties Subclass will be allocated as 100% penalties.

Settlement Payments to Class Members that are attributable to wages will be subject to normal tax withholding and will be reported to the taxing authorities on an IRS Form W-2. Portions attributable to penalties and interest will not be subject to tax withholding and an IRS Form 1099 will be issued if the payment is above the minimum threshold required for the issuance of a Form 1099.

You are ***strongly encouraged*** to consult with a tax advisor concerning the tax consequences of the payments that you receive under the Settlement.

15. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself from the Class, you will remain a Class Member, which means you will not be able to sue or be part of any other lawsuit against Defendant about the legal issues in *this* case. It also means that you will agree to the “Release” set forth below:

RELEASE

I do hereby and forever release, acquit, and discharge Defendants Deluca Associates, Inc. (dba) National Cinema Security; AMC Entertainment Holdings, Inc.; and Cinemark USA, Inc.’s respective present and former parents, owners, successors, subsidiaries, and any affiliated or related persons or entities that each of their respective officers, directors, employees, partners, shareholders, attorneys and agents and any other successors, assigns or legal representatives (“the Released Parties”) for all demands, rights, liabilities, claims and/or causes of action, known or unknown, that accrued during the Class Period for all of the Labor Code sections alleged in Plaintiffs’ Operative Complaint, that could have been brought based on the same set of facts, including claims for (1) failure to pay minimum and regular wages; (2) failure to pay overtime wages; (3) failure to reimburse all necessary business expenses; (4) failure to maintain accurate records; (5) failure to provide and maintain accurate itemized wage statements; (6) failure to timely pay wages due during employment; (7) failure to timely pay wages due upon separation of employment; (8) civil penalties under PAGA; and (9) violation of Business and Professions Code section 17200 *et seq.*

You will be bound by this release whether or not you are fully aware of the nature or extent of these kinds of claims or aware of whether you even have such claims. Whether or not you cash the settlement check, the settlement will be binding. Even if you do not cash your check, you will be deemed to have waived irrevocably any right in or claim to your settlement share and will be bound by the terms of the settlement and the release.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you exclude yourself now, you **will not get payment** from the Settlement and will not be bound by the Settlement. If you ask to be excluded, you will not get an Individual Settlement

Notice of Class Action Settlement

Payment, and you cannot object to the Settlement. But you may sue Defendant in the future on your own, and at your own expense, asserting similar claims as referenced in Section 2, subject to any defenses that Defendant may assert.

16. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail to the Settlement Administrator with the following sentence, or something similar, stating: “I wish to be excluded from the Settlement of the cases entitled: ***Tatyana Rittenhouse, et al. v. Deluca Associates, Inc., et al.***, Case No. 34-2020-00281631. You must also include your full name (and former names, if any), current address, telephone number, the last four digits of your Social Security Number, and you must sign the written statement. You must mail your Request for Exclusion no later than <<60 calendar days from mailing>> to the Settlement Administrator at the following address:

Tatyana Rittenhouse, et al. v. Deluca Associates, Inc., et al
Settlement Administrator
c/o Phoenix Settlement Administrators
[contact information]

If you request to be excluded, **you will not receive any money** from the Settlement, you cannot object to the Settlement, and Class Counsel will not represent your interests in this lawsuit.

17. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will not receive any money from this Settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don’t agree with the Settlement or some part of it.

18. How do I object to the Settlement?

If you are a Class Member and you wish to object to the Settlement, you may either submit a written objection to the Settlement to the Settlement Administrator no later than 60 calendar days from mailing or object at the time of the Final Approval Hearing. You may object at the time of the Final Approval Hearing even if you do not submit a written objection. Your objection cannot ask the Court to order a larger Settlement; the Court can only approve or deny the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement. If you choose to object to the Settlement, you may represent yourself or hire an attorney to represent you at your own expense.

If submitting a written objection, include your full name (and former names, if any), address, telephone number, your signature, the last four digits of your Social Security Number,

Notice of Class Action Settlement

and the factual basis for the objection with any supporting legal arguments, documents, or evidence to be submitted to the Court. You can mail or fax your objection to the Settlement Administrator no later than 60 calendar days from mailing. The Settlement Administrator's address is:

Tatyana Rittenhouse, et al. v. Deluca Associates, Inc., et al.

Settlement Administrator

c/o Phoenix Settlement Administrators

[contact information]

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement. You may attend this hearing and you may ask to speak, but you do not have to. Class Counsel will appear at the hearing to advocate for the approval of the Settlement.

19. When will the court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at <<time>> a.m./p.m. on <<date>> in Department [insert] of the Sacramento County Superior Court, Gordon D. Schaber Courthouse located at 720 9th Street, Sacramento, California, 95814. At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to grant final approval of the Settlement.

20. Do I have to come to the Final Approval Hearing?

No, you do not have to attend the Final Approval Hearing, but you are welcome to come or join virtually via Zoom. If you file an objection, you are not required to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it.

GETTING MORE INFORMATION

21. How can I get more details about this lawsuit or the Settlement?

This Notice only summarizes the Settlement. You may view a complete copy of the Settlement Agreement and any of the papers filed in this lawsuit at the Sacramento County Superior Court, Gordon D. Schaber Courthouse located at 720 9th Street, Sacramento, California, 95814, during regular business hours or go to the Settlement Administrator's website at [insert address] to view key documents.

You may also access the case file online through the Court's website at: <https://services.saccourt.ca.gov/PublicCaseAccess/>

QUESTIONS? CALL [TPA NUMBER] TOLL FREE

Notice of Class Action Settlement

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT, THE JUDGE, OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

QUESTIONS? CALL [TPA NUMBER] TOLL FREE

EXHIBIT B

Edward J. Wynne (SBN 165819)
ewynne@wynnelawfirm.com
George Nemiroff (SBN 262058)
gnemiroff@wynnelawfirm.com
WYNNE LAW FIRM
80 E. Sir Francis Drake Blvd., Ste. 3G
Larkspur, CA 94939
Telephone (415) 461-6400
Facsimile (415) 461-3900

Bryan J. McCormack (SBN 192418)
bryan@mcclawfirm.com
MCCORMACK LAW FIRM
80 E. Sir Francis Drake Blvd., Ste. 3G
Larkspur, CA 94939
Telephone (415) 296-8420
Facsimile (415) 296-8552

Plaintiffs' Counsel

**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO**

TATYANA RITTENHOUSE and
ISHATPAL MOMI, MICHAEL
NICHOLSON, RICHARD JOHANSEN,
NEPHI WITT, ERIBERTO BAZAN,
RAMIKA PAYMAN, KARRIEM
RASHIED, TYRONE HAMPTON, LEO
STEWART, JIMMY BOWEN, BRIAN
GODDARD, JAMES HACKETT, DEVIN
COLDIRON, FREDERICK MANNING,
GILBERT LOPEZ, BRUCE WILLIAMS,
AND MATT HUFFMAN, individually and
on behalf of other members of the general
public similarly situated and as proxies for
the State of California,

Plaintiffs,

vs.

DELUCA ASSOCIATES, INC., DBA
NATIONAL CINEMA SECURITY;
CINEMARK USA, INC.; AMC

Case No.: 34-2020-00281631-CU-OE-GDS

STIPULATED JUDGMENT

1 ENTERTAINMENT HOLDINGS, INC.;
2 and Does 1-25 inclusive,
3 Defendants.

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1 IT IS HEREBY STIPULATED by and between Tatyana Rittenhouse, Ishtatpal Momi,
2 Michael Nicholson, Richard Johansen, Nephi Witt, Eriberto Bazan, Ramika Payman, Karriem
3 Rashied, Tyrone Hampton, Leo Stewart, Jimmy Bowen, Brian Goddard, James Hackett, Devin
4 Coldiron, Frederick Manning, Gilbert Lopez, Bruce Williams, and Matt Huffman, (collectively,
5 "Plaintiffs") on behalf of themselves and others similarly situated, and Defendants Deluca
6 Associates, Inc. (dba) National Cinema Security "Deluca"); AMC Entertainment Holdings,
7 Inc. ("AMC"); and Cinemark USA. Inc. ("Cinemark") (collectively "Defendants") that, upon
8 submission of a written declaration, under penalty of perjury, showing of all of the following:

9 1. That Defendant Deluca failed to make one or more payments due under the
10 Settlement Agreement and Release dated January 18, 2022, attached hereto as Exhibit A
11 ("Settlement Agreement and Release").

12 2. That Plaintiffs have provided written notice of the default in accordance with the
13 Settlement Agreement and Release;

14 3. That Plaintiffs have provided written notice of the default to Defendants AMC and
15 Cinemark, with reasonable opportunity to cure such default by Deluca; and

16 4. That, following receipt of notice, Defendants have failed to cure the default.

17 Judgment may be entered in favor of Plaintiffs Tatyana Rittenhouse and Ishtatpal Momi
18 and against Defendants Deluca Associates, Inc. (dba) National Cinema Security; AMC
19 Entertainment Holdings, Inc.; and Cinemark USA. Inc., jointly and severally, for the sum of
20 Five Hundred Thousand Dollars (\$500,000), plus interest at the legal rate of 10% per annum on
21 the outstanding balance, less all amounts previously paid.

22 Any court-filed papers or other notices in support of an *ex parte* application to
23 enter the Judgment shall be served on Defendants' counsel of record as well as the registered
24 agents of AMC and Cinemark.

25 Plaintiffs shall be entitled to an award of reasonable attorney fees and costs incurred in
26 seeking to enter the Judgment.

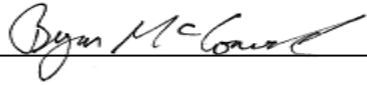
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1 Date: February 17, 2022

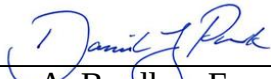
MCCORMACK LAW FIRM

2 

3 Bryan J. McCormack, Esq.
4 Attorneys for Plaintiffs

5
6 Date: February 17, 2022

BRADLEY, GMELICH & WELLERSTEIN LLP

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8 
9 Barry A. Bradley, Esq.
10 Jamie K. Wellerstein, Esq.
11 Daniel J. Park, Esq.
12 Attorneys for Defendants

13 Date: February , 2022

14
15 Representative of Deluca
16 Associates, Inc. (dba) National Cinema
17 Security

18 Date: February , 2022

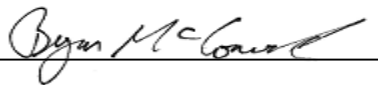
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20 Representative of AMC
21 Entertainment Holdings, Inc.

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23 Date: February , 2022

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25 Representative of Cinemark
26 USA, Inc.

1 Date: February 17, 2022

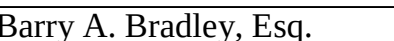
MCCORMACK LAW FIRM

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3 Bryan J. McCormack, Esq.
4 Attorneys for Plaintiffs

5
6 Date: February , 2022

BRADLEY, GMELICH & WELLERSTEIN LLP

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8 
9 Barry A. Bradley, Esq.
10 Jamie K. Wellerstein, Esq.
11 Daniel J. Park, Esq.
12 Attorneys for Defendants

13 2/17/2022

14 Date: February , 2022

DocuSigned by:

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16 29341A79EBCA4BB
17 Representative of Deluca
18 Associates, Inc. (dba) National Cinema
19 Security

20 2/18/2022

21 Date: February , 2022

DocuSigned by:

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23 712A005E0D80103
24 Representative of AMC
25 Entertainment Holdings, Inc.

26 2/18/2022

27 Date: February , 2022

DocuSigned by:

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Representative of Cinemark
USA, Inc.

1 **JUDGMENT**

2 Having reviewed and considered the Declaration submitted in support of request
3 for entry of Stipulated Judgment, and finding that it fully complies with the terms of the
4 Stipulated Judgment,

5 Judgment shall be, and hereby is, entered in favor of Plaintiffs Tatyana Rittenhouse
6 Ishtatpal Momi, Michael Nicholson, Richard Johansen, Nephi Witt, Eriberto Bazan,
7 Ramika Payman, Karriem Rashied, Tyrone Hampton, Leo Stewart, Jimmy Bowen, Brian
8 Goddard, James Hackett, Devin Coldiron, Frederick Manning, Gilbert Lopez, Bruce
9 Williams, and Matt Huffman, on behalf of themselves and others similarly situation,
10 against Defendants Delucca Associates, Inc. (dba) National Cinema Security; AMC
11 Entertainment Holdings, Inc.; and Cinemark USA. Inc. for the sum of Five Hundred
12 Thousand Dollars (\$500,000), plus interest at the legal rate of 10% per annum on the
13 outstanding balance, less all amounts previously paid, plus attorney fees and costs in the
14 amount of _____ for a total judgment of _____.

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16 IT IS SO ORDERED

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18 Dated: _____, 202__

19 Judge of the Superior Court
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