

1 **SCHEPPACH BAUER PC**
JOHN M. SCHEPPACH (BAR NO. 240633)
2 Email: jmscheppach@sbpc.law
THOREY M. BAUER (BAR NO. 234813)
3 Email: tbauer@sbpc.law
23181 Verdugo Drive, Suite 105-A
4 Laguna Hills, CA 92653
Phone: (949) 209-8880
5 Fax: (949) 358-7884

6 Attorneys for Plaintiff
CAMERON CHAMBERS
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FILED
Superior Court of California
County of Los Angeles

08/11/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: R. Karapetyan Deputy

13 SUPERIOR COURT OF CALIFORNIA
14 COUNTY OF LOS ANGELES
15

16 CAMERON CHAMBERS, an individual,

17 Plaintiff,

18 vs.

19 USA CINEMA SERVICES LLC, a limited
liability company; CALIFORNIA USA
20 CINEMA INVESTMENTS LLC, a limited
liability company; USA CINEMA
INVESTMENTS HOLDING INC., a
21 corporation; and DOES 1 through 10,
22 inclusive,

23 Defendants.
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Case No. 21STCV09204

Assigned for all purposes to the Hon.
Barbara A. Meiers, Department 12

GRANTING
~~PROPOSED~~ ORDER APPROVING
THE UNOPPOSED *EX PARTE*
APPLICATION FOR APPROVAL OF
PAGA SETTLEMENT AND
JUDGMENT

Date: August 11, 2022
Time: 8:30 a.m.
Dept.: 12

Complaint filed: March 9, 2021
Trial date: None set

ORDER APPROVING PAGA SETTLEMENT AND
ENTERING JUDGMENT THEREON

This matter came on for hearing on August 11, 2022, at 8:30 a.m. in Department 12 of the above-captioned court on the Unopposed *Ex Parte* Application for Approval of PAGA Settlement.

Having considered the PAGA Settlement Agreement and Release of Claims (the "Settlement Agreement" or "Settlement") and the Notice Of Private Attorney General Act (California Labor Code § 2698 et seq.) Settlement Award appended thereto; having considered the briefing and submissions filed with the Court; and good cause appearing therefor; the Court

HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over Plaintiff Cameron Chambers ("Plaintiff") and Defendants California Cinema Investments LLC, USA Cinema Investments Holding Inc., and USA Cinema Services LLC (collectively "Defendants") and the subject matter of the action.

2. The Court hereby GRANTS approval of the Settlement upon the terms and conditions set forth in the Settlement Agreement. The Court finds that the Settlement terms are fair to all concerned.

3. The following definitions shall apply herein:

A. **"Action"** means the civil action filed by Plaintiff on March 9, 2021, in Los Angeles County Superior Court, Case Number 21STCV09204, titled *Chambers v. USA Cinema Services LLC, et al.* and Plaintiff's first amended complaint filed on May 14, 2021. The term "Action" shall include any future amended complaints.

B. **"Defendants"** or **"the Defendants"** mean California Cinema Investments LLC, USA Cinema Investments Holding Inc., and USA Cinema Services LLC.

C. **"LWDA Notice"** means the notice that Plaintiff sent to the LWDA on March 9, 2021 giving notice of his intent to pursue a representative PAGA action, on behalf of himself, the State of California, and other allegedly aggrieved employees

1 D. **“PAGA Claims”** means any and all claims, demands, rights, liabilities,
2 and/or causes of action for penalties pursuant to PAGA, Labor Code Section 2698 et seq.,
3 that were asserted in Plaintiff’s LWDA Notice and/or the Action for alleged violation of
4 Labor Code sections 201, 202, 203, 204, 208, 210, 218, 218.5, 223, 226, 226(a), (e), 226.3,
5 226.7, 226.7(a), (b), (c), (d), (e)(1), 248.5, 256, 510, 512(a), 558, 558.1, 1174(d), 1174.5,
6 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2751, 2802, 2802(a)-(c), 3287, 3289, and the
7 applicable Industrial Welfare Commission Orders including, but not limited to, Order No.
8 10-2001.

9 E. **“PAGA Period”** means at any time starting on and including
10 September 13, 2019 up to and including December 31, 2020.

11 F. **“Plaintiff’s Counsel”** means John M. Scheppach and Thorey M. Bauer
12 of Scheppach Bauer PC.

13 G. **“Released Claims”** means any and all claims, demands, rights, liabilities,
14 and/or causes of action for penalties under the Labor Code Private Attorneys General Act of 2004
15 (“PAGA”) that accrued during the PAGA Period and that were asserted in Plaintiff’s LWDA
16 Notice or the Action as well as those that could have been alleged in the Action based on
17 the facts contained therein, including, without limitation, Labor Code Sections 201, 202,
18 203, 204, 208, 210, 218, 218.5, 223, 226, 226(a), (e), 226.3, 226.7, 226.7(a), (b), (c), (d),
19 (e)(1), 248.5, 256, 510, 512(a), 558, 558.1, 1174(d), 1174.5, 1194, 1194.2, 1194.3, 1197,
20 1197.1, 1198, 2751, 2802, 2802(a)-(c), 3287, 3289, and the applicable Industrial Welfare
21 Commission Orders including, but not limited to, Order No. 10-2001. Plaintiff and the
22 Aggrieved Employees shall be deemed to have acknowledged and agreed that their claims
23 in this Action are disputed, and that the payments to them set forth in the Settlement
24 Agreement constitute payment of all sums allegedly due to them arising from the PAGA
25 Claims and constitute settlement of all PAGA Claims.

26 H. **“Released Parties”** means the Defendants, and each and all of their
27 respective current and former parents, subsidiaries, predecessors and successors, affiliates,
28 corporate members, administrators, operators, shareholders, and their affiliated entities and

1 each of their respective owners, officers, directors, employees, partners, shareholders, and
2 agents, and any other successors, heirs, assigns, or legal representatives, any attorneys,
3 insurers, claim representatives, and their future trustees, parent companies, subsidiaries,
4 divisions, agents, employees, attorneys, representatives, consultants, insurers and reinsurers.

5 I. **"Settlement Administrator"** means Simpluris, Inc.

6 J. **"Aggrieved Employees"** or **"Aggrieved Employee"** means all current
7 and former employees of Defendants who worked for Defendants in California during the
8 PAGA Period and who received commission pay and/or worked from home. Based on
9 Defendants' records, there are a total of eight (8) Aggrieved Employees.

10 4. The Court approves Settlement Administrator to serve as the settlement
11 administrator.

12 5. The Court approves the non-reversionary settlement amount of \$15,000.00
13 established to fund the Settlement (the "Common Fund").

14 6. The Court approves the payment for settlement administration costs incurred
15 by the Settlement Administrator in the amount up to \$1,000.00 to be paid from the Common
16 Fund as provided in the Settlement Agreement.

17 7. The Court approves the payment of attorneys' fees to Plaintiff's Counsel in the
18 amount of \$5,000.00 and awards an additional \$1,580.98 for costs and expenses to be paid
19 from the Common Fund as provided in the Settlement Agreement.

20 8. Pursuant to PAGA, the Net Settlement Amount, as defined in the Settlement
21 Agreement, shall be distributed 75% to the California Labor and Workforce Development
22 Agency and the remaining 25% shall be distributed to the Aggrieved Employees in
23 accordance with the terms of the Settlement.

24 9. The Court hereby directs Defendant to disseminate the Aggrieved Employees
25 List, as defined in the Settlement, to the Settlement Administrator and fund the Settlement
26 in accordance with the terms of, and by the deadlines supplied in, the Settlement.

27 10. Upon receipt of the Aggrieved Employees List, the Settlement Administrator
28 shall run all addresses of the Aggrieved Employees through the United States Postal Service

1 NCOA database (which provides updated addresses for any individual who has moved in
2 the previous four years who has notified the U.S. Postal Service of a forwarding address) to
3 obtain current address information. Then, the Settlement Administrator shall all
4 disbursements in accordance with the terms of, and by the deadlines supplied in, the
5 Settlement Agreement.

6 11. It will be conclusively presumed that an Aggrieved Employee's Employee
7 Settlement Share, as defined in the Settlement Agreement, check was received if such check
8 has not been returned within twenty-one (21) calendar days of the mailing. The date of the
9 mailing of the Employee Settlement Share check shall be conclusively determined according
10 to the records of the Settlement Administrator. In the event a settlement check is returned
11 to the Settlement Administrator without a forwarding address or is otherwise undeliverable,
12 neither Defendants, Plaintiff's Counsel nor the Settlement Administrator shall be required to
13 take further action to achieve delivery of the check to the Aggrieved Employee.

14 12. Any monies not able to be delivered to an Aggrieved Employee and any
15 settlement checks not cashed within one hundred and eighty (180) days of issuance shall be
16 transmitted to the California State Controller to be held in the name of the Aggrieved
17 Employee in the unclaimed property fund.

18 13. Upon entry of this Order Approving the Unopposed Ex Parte Application for
19 Approval of PAGA Settlement, all Aggrieved Employees will be deemed to have released
20 the Released Parties from the Released Claims, as set forth in the Settlement Agreement.

21 14. Neither this Order nor the Settlement shall constitute an admission by
22 Defendants of any liability or wrongdoing whatsoever, nor is this Order a finding of the
23 validity or invalidity of any claims in the action or a finding of wrongdoing by Defendants
24 herein.

25 15. Each Party will bear its own attorneys' fees and costs, except as provided for
26 in the Settlement and this Order.

27 16. By signing and filing this Order, the Court decrees that the Aggrieved
28 Employees shall be conclusively deemed to have released and forever discharged the

1 Released Parties from all Released Claims. As to the PAGA cause of action alleged in the
2 Action, the parties' Settlement thereof is hereby approved and judgment is hereby entered.

3 17. Without affecting the finality of this Order, the Court reserves exclusive and
4 continuing jurisdiction over the Action for purposes of supervising the implementation,
5 enforcement, construction, administration and effectuation of the Settlement.

6 18. The California Labor Workforce and Development Agency ("LWDA") has
7 been provided with notice of proposed settlement in accordance with California Labor Code
8 section 2699(1)(2).

9 19. The Court enters final judgment in accordance with the terms of the Settlement
10 Agreement.

11 20. Plaintiff is directed to submit a copy of this Judgment and entry of judgment
12 to the LWDA within 10 days of the date of this Judgment and entry of judgment.

13 **IT IS SO ORDERED, AND JUDGMENT IS HEREBY ENTERED.**

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15 Dated: 08/11/2022



Barbara A. Meiers

Barbara A. Meiers / Judge

Judge of the Superior Court of California