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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SHARON COBB and JACQUELINE
HONORIO, on behalf of themselves and on
behalf of a Class of all other persons
similarly situated,

Plaintiff,

vs.

CALIFORNIA CINEMA INVESTMENTS,
LLC, a Delaware Corporation; USA
CINEMA SERVICES, LLC, a Delaware
Limited Liability Company; and DOES 1
through 10, inclusive,

Defendants.

Case No. 22STCV31218
ASSIGNED FOR ALL PURPOSES TO:
The Honorable William F. Highberger
Department 10

CLASS AND REPRESENTATIVE ACTION

**SUPPLEMENTAL DECLARATION OF
MAGGIE REALIN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Continued Hearing Information

Date: September 2, 2026

Time: 2:30 p.m.

Dept.: 10

Complaint filed: September 26, 2022

Trial date: Not Set

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Attorneys for Plaintiff JACQUELINE HONORIO

1 I, Maggie Realin, declare as follows:

2 1. I am a Partner at the law firm of Cohelan Khoury & Singer, co-counsel of record
3 for Plaintiff Sharon Cobb in this Action. I submit this Supplemental Declaration in support of
4 the Motion for Preliminary Approval of Class and Representative Action Settlement (the
5 “Motion”) brought by Plaintiffs Sharon Cobb and Jacqueline Honorio (“Plaintiffs”). The
6 following facts are within my personal knowledge, and if called upon to testify, I could and
7 would competently testify thereto.

8 2. On July 8, 2026, the Court issued its Tentative Ruling regarding Plaintiffs’
9 Motion, which was affirmed by the Minute Order issued on July 9, 2026. The Court continued
10 the hearing to September 2, 2026, to allow the Parties to address the issues identified in the
11 Tentative Ruling and to make the necessary revisions to the Class Action and PAGA Settlement
12 Agreement (the “Settlement Agreement”) and the Notice of Class Action Settlement (the “Class
13 Notice”).

14 3. The Parties have addressed the Court’s concerns and modified the Settlement
15 Agreement and Class Notice to be consistent with the Court’s requests set forth in its Tentative
16 Ruling, as reflected in the Amended Class Action and PAGA Settlement Agreement and revised
17 Class Notice, as follows:

18 1) **Escalator Clause, ¶ H:** Defendant has reviewed the records currently
19 available and advised that the escalation clause in the Settlement Agreement would not be
20 triggered. Accordingly, the class period end date of December 31, 2025 remains unchanged, and
21 the period-shortening option in paragraph H has been removed from the Settlement Agreement.

22 2) **Class Representative Payments:** The Settlement Agreement and Class
23 Notice have been revised to reflect a class representative payment of no more than \$7,500 to
24 each named Plaintiff.

25 3) **Released Class Claims, ¶ E.2:** The claims released by Participating
26 Class Members have been limited to those alleged in the Operative Complaint by deleting any
27 claims arising under federal code sections.

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1 4) **Release by Plaintiffs, Aggrieved Employees and the State of**

2 **California, ¶ E.3:** The PAGA release is limited to the claims alleged in
3 the Operative Complaint and, therefore, has not been revised.

4 5) **PAGA Notice:** A true and correct copy of the September 23, 2022
5 PAGA Notice is Attached hereto as Exhibit 5.

6 6) **Declarations from Named Plaintiffs:** Declarations from Named
7 Plaintiffs Sharon Cobb and Jacqueline Honorio are being filed concurrently with this
8 supplemental briefing.

9 7) **Class Notice:**

10 a) The Class Notice will be translated into Spanish by the Settlement
11 Administrator and mailed to all Class Members in both English and Spanish.

12 b) Paragraphs 4, 6, 7 have been revised to include explanation that
13 requests for exclusion, written objections and workweek disputes may be submitted to the
14 Settlement Administrator by fax, email or mail.

15 8) **Proposed Order:**

16 a) The Class definition in Paragraph 3 has been revised to be
17 consistent with and reflect the definition of the Class set forth in the Settlement Agreement.

18 b) Paragraph 8 has been revised to remove language providing for
19 injunctive relief against the Class Representatives and absent Class Members.

20 c) The Response Deadline definitions and terms set forth in
21 Paragraph 10(b) of the Order and Paragraphs A.41 and G.4.e of the Settlement Agreement have
22 been revised to be consistent with one another.

23 d) Paragraph 11 of the Order and G.5.b of the Settlement
24 Agreement have been revised to be consistent with one another, and set forth a provision that
25 the Settlement Administrator will send a notification to those class members who have
26 submitted a deficient request for exclusion.

27
28 ///

I declare under the penalty of perjury under the laws of United States and the State of California that the foregoing is true and correct and that this declaration is executed on August 26, 2026, in San Diego, California.

Maggie K. Realin

EXHIBIT 1

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Amended Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Agreement”) is made by and between Plaintiffs Sharon Cobb and Jacqueline Honorio (“Plaintiffs”) and California Cinema Investments LLC and USA Cinema Services LLC (“Defendants”). This Amended Class Action and PAGA Settlement Agreement supersedes the Class Action and PAGA Settlement Agreement which was signed by Plaintiffs Sharon Cobb and Jacqueline Honorio on March 31, 2026 and April 1, 2026, respectively, and signed by Defendants on April 17, 2026. The Agreement refers to Plaintiffs and Defendants as “Parties”, or individually as “Party”. This Agreement, and all provisions herein, are subject to the approval of Defendants' Board of Directors.

A. DEFINITIONS.

1. “Actions” or “Operative Complaints” means Plaintiff Sharon Cobb's class action lawsuit against Defendants captioned Cobb v. California Cinema Investments LLC, et. al., Case No. 22STCV31218, initiated on September 26, 2022 (“Cobb Complaint”) and Plaintiff Jacqueline Honorio's class action lawsuit against Defendant captioned Honorio v. USA Cinema Services LLC, Case No. 24STCV27544, initiated on October 21, 2024 (“Honorio Complaint”), both lawsuits pending in Superior Court of the State of California, County of Los Angeles. Plaintiffs Sharon Cobb and Jacqueline Honorio each filed First Amended Complaints adding a cause of action for violation of Labor Code, section 2698, *et seq.* (“PAGA”) on December 7, 2022 and January 2, 2025, respectively. The parties have agreed by stipulation that Plaintiff Sharon Cobb will file a Second Amended Complaint in Case No. 22STCV31218, which will name Plaintiff Jacqueline Honorio as a named plaintiff, and will include all of her individual and class claims. The parties further agreed by stipulation that once the Second Amended Complaint becomes operative, the Honorio v. USA Cinema Services LLC, Case No. 24STCV27544 will be dismissed, without prejudice. On March 26, 2026, Plaintiff Cobb filed a Second Amended Complaint. On April 7, 2026, the *Honorio* action was dismissed without prejudice.
2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
4. “Aggrieved Employees” means all current and former non-exempt employees of Defendants within the State of California at any time during the PAGA Period.
5. “Class” means all current and former non-exempt employees of Defendants within the State of California at any time during the Class Period.
6. “Class Counsel” means Cohelan Khoury & Singer, The Markham Law Firm, Pancer Law Corporation and Moon Law Group, PC.

7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.
8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s: (a) full name; (b) last-known mailing address; (c) Social Security number; and (d) number of Workweeks and PAGA Pay Periods.
9. “Class Member” means current and former non-exempt employees of Defendants within the State of California at any time during the Class Period.
10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Members’ mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address Database (“NCOA”), skip traces, and direct contact by the Administrator with Class Members.
11. “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
12. “Class Period” means the periods from September 26, 2018 to December 6, 2018 and April 6, 2022 to December 31, 2025.
13. “Class Representative” means the named plaintiffs in the Operative Complaints seeking Court approval to serve as the Class Representatives.
14. “Class Representative Service Payment” means the payment to each of the Class Representatives for initiating the Actions and providing services in support of the Actions.
15. “Court” means the Superior Court of California, County of Los Angeles.
16. “Defendants” means the named defendants California Cinema Investments LLC and USA Cinema Services LLC
17. “Defense Counsel” means Musick, Peeler & Garrett LLP.
18. “Effective Date” means the date on which the Final Approval becomes final. For purposes of this Section, the Final Approval “becomes final” only after the Court grants the Motion for Final Approval of the Settlement and upon service of the Notice of Entry of Judgment, and upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Final Approval and Judgment (this time period shall not be less than sixty (60) calendar days after the Court’s Judgment is entered); (ii) the date of affirmance of an appeal of the Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Final Approval and/or Judgment.
19. “Final Approval” means the Court’s order granting final approval of the Settlement.

20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
21. “Gross Settlement Amount” means \$685,000.00, plus the Defendants will separately pay the employer payroll taxes on the Wage Portion of the Individual Class Payments, which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives Service Payments, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA Payment, and Individual Class Payments.
22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
24. “Judgment” means the judgment entered by the Court based upon the Final Approval.
25. “LWDA” means the California Labor and Workforce Development Agency.
26. “LWDA PAGA Payment” means seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
27. “Net Settlement Amount” means the Gross Settlement Amount less the following payments and credits in the amounts approved by the Court: (a) Class Counsel Fees Payment; (b) Class Counsel Litigation Expenses Payment; (c) Class Representatives Service Payments; (d) Administration Expenses Payment; (e) Individual PAGA Payments; and (f) LWDA PAGA Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
29. “PAGA” means the Private Attorneys General Act of 2004 (Labor Code section 2698 *et seq.*).
30. “PAGA Notices” means Plaintiffs’ letters sent to the LWDA and Defendants on September 23, 2022 and October 20, 2024, providing notice pursuant to Labor Code section 2699.3, subd. (a).
31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one (1) day during the PAGA Period.
32. “PAGA Period” means the period from April 6, 2022, through December 31, 2025.

33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated seventy-five percent (75%) to the LWDA and the twenty-five percent (25%) to the Aggrieved Employees in settlement of PAGA claims.
34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
35. "Plaintiffs" means Sharon Cobb and Jacqueline Honorio, the named Plaintiffs in the Actions.
36. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
37. "Released Class Claims" means the claims being released as described in Section E.2. below.
38. "Released PAGA Claims" means the claims being released as described in Section E.3. below.
39. "Released Parties" means Defendants and each of their past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), franchisors, general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, professional employer organizations, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, dbas, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them.
40. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Settlement signed by the Class Member.
41. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail his or her Objection to the Settlement. The Response Deadline will be extended an additional fourteen (14) calendar days from the date of re-mailing, even if this results in an extension of the otherwise applicable 45-day Response Deadline.
42. "Settlement" means the disposition of the Actions and LWDA Notices effected by this Settlement Agreement and the Judgment.

43. “Workweek” means any week during which a Class Member worked for Defendants for at least one (1) day during the Class Period.

B. RECITALS.

1. On September 23, 2022, Plaintiff Sharon Cobb, and October 20, 2024, Plaintiff Jacqueline Honorio, provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code they contend were violated and the theories supporting their contentions.
2. On September 26, 2022, Plaintiff Sharon Cobb filed a class action Complaint alleging causes of action against Defendant for Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198), Failure to Pay Wages for Hours Worked (Cal. Lab. Code §§ 1194, 1197, 1197.1, 558), Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226), Failure to Pay Wages at Least Twice in a Calendar Month (Cal. Lab. Code § 204), Failure to Reimburse Business Expenses (Cal. Labor Code §§ 2800-2802), Failure to Pay Wages Upon Termination of Employment (Cal. Lab. Code §§ 201-203) and Violations of California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.).
3. On December 7, 2022, Plaintiff Sharon Cobb filed a First Amended Complaint adding a claim for PAGA penalties based upon the alleged Labor Code violations.
4. On October 21, 2024, Plaintiff Jacqueline Honorio filed a class action Complaint alleging causes of action against Defendant for Failure to Pay Minimum Wages (Cal. Lab. Code §§ 305, 1194, 1194.2, 1197), Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194, 1198), Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code § 226.7), Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802), Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code § 201-203), Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code §§ 226) and Violations of California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, et seq.).
5. On January 2, 2025, Plaintiff Jacqueline Honorio filed a First Amended Complaint adding a claim for PAGA penalties based on the alleged Labor Code violations.
6. After engaging in discovery, investigations, and negotiations, on October 28, 2025, the Parties attended mediation with the mediator Kelly Knight, Esq. that resulted in the settlement of the Actions, subject to the Court’s approval.
7. Defendants deny the allegations in the Operative Complaints, deny any failure to comply with the laws identified in the Operative Complaints, and deny any and all liability for the causes of action alleged.
8. The Parties conducted investigation and discovery of the facts and law both before and after the Actions were filed. Defendants produced documents relating to their policies, practices, and procedures regarding paying non-exempt employees for all hours worked, and meal and rest breaks along with payroll, timekeeping, and operational policies. As part

of Defendants' production, Plaintiffs also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data enabling Plaintiffs to understand the number of Workweeks and PAGA Pay Periods. Plaintiffs also interviewed Class Members who worked for Defendants throughout the Class Period. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.

9. The Court has not granted class certification.
10. The Parties, Class Counsel, and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.

C. MONETARY TERMS.

1. All Parties stipulated to the filing of a Second Amended Complaint which includes both Plaintiffs and all causes of actions from the Class Action and PAGA Action, and was filed in the *Cobb* Class Action. The Second Amended Complaint is now the Operative Complaint.
2. Gross Settlement Amount. Defendants promise to pay \$685,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any employer payroll taxes) prior to the deadline stated in Section D of this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
3. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments and credits from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
 - a. To Plaintiffs: The Class Representative Service Payment of no more than \$7,500 each to Plaintiffs (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for the Class Representatives Service Payments if it does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payments less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Court's approval of a Class Representative Service Payments in an amount less than requested shall not be grounds for Plaintiffs or Class Counsel to file an appeal. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full

responsibility and liability for employee taxes owed on the Class Representative Service Payments.

- b. To Class Counsel: A Class Counsel Fees Payment of no more than \$228,333.33 (33.33% of the Gross Settlement Amount) and a Class Counsel Litigation Expenses Payment of no more than \$40,000. Defendants will not oppose requests for these payments if they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for a Class Counsel Fees Payment and a Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Court's approval of a Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment in an amount less than requested shall not be grounds for Plaintiffs or Class Counsel to file an appeal. The Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS Form 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, hold Defendants harmless, and indemnify Defendants from any dispute or controversy regarding any division or sharing of any of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.
- c. To the Administrator: An Administration Expenses Payment not to exceed \$22,500, except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less or the Court approves payment less than \$22,500, the Administrator will allocate the remainder to the Net Settlement Amount.
- d. To Each Participating Class Member: An Individual Class Payment calculated by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks during the Class Period.
 - i. Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS Form W-2. Ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will allocate amounts equal to their Individual Class Payments to the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- e. To the LWDA and Aggrieved Employees: PAGA Penalties in the sum of \$34,250 to be paid from the Gross Settlement Amount, seventy-five percent (75%) of which (\$25,687.50) will be allocated to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which (\$8,562.50) will be allocated to the Aggrieved Employees as their Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$8,562.50) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. In addition, the Administrator will report the Individual PAGA Payments on IRS Form 1099.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Workweeks and PAGA Pay Periods. Based on a review of its records to date, Defendants estimate there were approximately 2,800 Class Members who worked a total of approximately 137,000 workweeks at the time of the mediation.
2. Funding of Gross Settlement Amount and Payments from the First Installment. Defendants shall fund the Gross Settlement Amount of \$685,000.00 in installments set forth as follows: (a) 400,000.00 shall be deposited with an agreed-upon settlement administrator within 30 calendar days of final approval of this settlement by the Court, or, if there are any objections to the settlement, and they are not withdrawn by the time of Final Approval, then within 30 days of the exhaustion of any appeal or appeal deadline in connection with the objections; (b) The remaining \$285,000.00 shall be deposited in monthly installments starting 30 calendar days after the payment of the first installment payment. These monthly installment payments will consist of seventeen (17) equal monthly installments of \$15,833.33 and one final installment payment of \$15,833.39. Defendants shall fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator with the final installment payment. From the first installment of \$400,000, within 14 calendar days, payments shall be made to Participating Class Members, Aggrieved Employees, the LWDA, and the Class Representatives. Any residue from the first installment shall be used to cover a portion of

Class Counsel's Litigation Expenses. The Settlement will be considered fully funded upon the payment of the final installment payment.

3. Payments from the Second (Final) Installment. Within fourteen (14) calendar days after Defendants fully fund the Second Installment of \$285,000, the Administrator will mail checks for the Class Counsel Fees Payment, the remainder of Class Counsel Litigation Expenses Payment, and Administration Expenses Payment.
 - a. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via first-class United States Postal Service ("USPS") mail, postage prepaid. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notices were returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notices were returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the NCOA.
 - b. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator will remail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator shall send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.
 - c. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subd. (b).
 - d. The payment of the Class Representative Service Payment, Individual Class Payments, and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Settlement. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which Plaintiffs or any Class Member may be entitled under any benefit plans.

E. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the Gross Settlement Amount, Plaintiffs, Class Members, Aggrieved Employees, State of California and Class Counsel will release claims against all Released Parties as follows:

1. **Plaintiffs' Release.** Upon funding of the First Installment of the Gross Settlement Amount, and as a condition of receiving any portion of the Class Representative Service Payments, Plaintiffs and their former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiffs' employment with Defendants and Plaintiffs' compensation while an employee of Defendants. Plaintiffs' Released Claims include, but are not limited to, all claims asserted in, arising from, or related to the Actions, to include but not limited to the Released PAGA Claims and Released Class Claims. Plaintiffs' Released Claims include all claims for unpaid wages, including, but not limited to, Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198), Failure to Pay Wages for Hours Worked (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, 1197.1, 558), Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226), Failure to Pay Wages at Least Twice in a Calendar Month (Cal. Lab. Code § 204), Failure to Reimburse Business Expenses (Cal. Labor Code §§ 2800-2802), Failure to Pay Wages Upon Termination of Employment (Cal. Lab. Code §§ 201-203) and Violations of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*) and attorneys' fees and costs. Plaintiffs' Released Claims include all claims arising under the California Labor Code (including, but not limited to, 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2802 and any federal counterparts, California Business and Professions Code sections 17200-17208, 17071, 17075, California Penal Code sections 484 and 532, California Code of Regulation, Title 8, sections 11000, *et seq.*, any IWC Wage Orders, California Code of Civil Procedure §§ 382 and 1021.5; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the FLSA, 29 U.S.C. §§ 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA). Plaintiffs' Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, prejudgment interest, past and future medical expenses, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, failure to accommodate, failure to engage in a good faith interactive process and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), Labor Code § 1102.5 and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law.

Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree,

nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. Plaintiffs expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

2. Released Class Claims. Upon full funding of the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaints and that occurred during the Class Period, including, without limitation, California Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2802, California Business and Professions Code sections 17200-17208, 17071, 17075, California Penal Code sections 484 and 532, California Code of Regulation, Title 8, sections 11000, *et seq.*, any IWC Wage Orders, California Code of Civil Procedure §§ 382 and 1021.5, any cause of action for Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198), Failure to Pay Wages for Hours Worked (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, 1197.1, 558), Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226), Failure to Pay Wages at Least Twice in a Calendar Month (Cal. Lab. Code § 204), Failure to Reimburse Business Expenses (Cal. Labor Code §§ 2800-2802), Failure to Pay Wages Upon Termination of Employment (Cal. Lab. Code §§ 201-203) and Violations of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*)

Participating Class Members, other than the Plaintiffs, do not release any other claims, including claims for vested benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

3. Release by Plaintiffs, Aggrieved Employees and the State of California. Upon full funding of the Gross Settlement Amount, All Participating and Non-Participating Class Members, who are Aggrieved Employees and the State of California are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaints and PAGA Notice that occurred during the PAGA Period including, including, without limitation, Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2,

1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2699, *et seq.*, 2800-2802; California Code of Regulations, Title 8, section 11000, *et seq.*; California Business and Professions Code sections 17200-17208, 17071, 17075; California Code of Civil Procedure § 1021.5 and the applicable Industrial Welfare Commission Orders. and all other claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiffs' pre-filing letter to the LWDA.

The Released PAGA Claims do not release any class claims or any Aggrieved Employees individual claims, other than Plaintiffs, for wages or any claims for vested benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

F. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (a) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (f)(2)); (b) a draft proposed of the Order Granting Preliminary Approval and Approval of PAGA Settlement; (c) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, Defendants, or Defense Counsel; (d) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and Administrator; (e) a signed declaration from Class Counsel attesting to their competency to represent the Class Members; their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)) and Class Notice; and (f) all facts relevant to any actual or potential conflict of interest with the Class Members and Administrator. In their declarations, Plaintiffs and Class Counsel shall also aver they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Defense counsel will have the motion for Preliminary Approval and other documents to give Defendant the opportunity to comment on Plaintiffs' draft.

- a. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class

Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payments shall not operate to terminate or cancel this Agreement.

- b. If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice, the Agreement will be null and void, and the Parties will have no further obligations under the Agreement.
 - c. Defendants agree it will not oppose Plaintiffs' Motion for Preliminary Approval of the Settlement Agreement, nor any supporting documents filed in support of the Motion, so long as the motion is consistent with the terms of the Parties' Settlement Agreement.
2. Responsibilities of Counsel. Class Counsel is jointly responsible for: (a) filing the Stipulation and Proposed Order for Leave to File Second Amended Complaint in the Cobb v. California Cinema Investments LLC, Case No. 22STCV31218; (b) obtaining a dismissal without prejudice of the class action entitled Honorio v. USA Cinema Services LLC, Case No. 24STCV27544; and (c) after the Court signs the Order for Leave to File Second Amended Complaint, filing the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator. Defense Counsel will be given at least 5 business days to review the draft motion for preliminary approval and other related documents.
 3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to try to modify the Settlement and otherwise satisfy the Court's concerns.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
4. Notice to Class Members.

- a. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
 - b. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
 - c. Before mailing Class Notices, the Administrator shall update Class Member addresses using the NCOA. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data the Class Notice via first-class USPS mail. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
 - d. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall remail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and remail the Class Notice to the most current address obtained.
 - e. The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days for all Class Members whose notice is remailed, even if this results in an extension of the otherwise applicable 45-day Response Deadline. The Administrator will inform the Class Member of the extended deadline with the remailed Class Notice.
 - f. If the Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone or email, and in good faith to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice or the deadline dates in the Class Notice, whichever is later.
5. Requests for Exclusion (Opt-Outs).

- a. Class Members who wish to exclude themselves (opt out of) the Class Settlement must send the Administrator by fax, email, or mail a signed written Request for Exclusion no later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notices are remailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's: (i) full name; (ii) present address; (iii) email address or telephone number; and (iv) a simple statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
 - b. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator shall mail notification of the deficiency to the Class Member and may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or susceptible to challenge.
 - c. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits, and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section E.2. and Section E.3. of this Agreement, regardless of whether the Participating Class Member receives the Class Notice or objects to the Settlement.
 - d. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.
 - e. Because this Settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as a proxy and as a Private Attorney General of and for the State of California and LWDA, the Parties agree that no Aggrieved Employee (including Plaintiffs) has the right to object to the PAGA portion of the Settlement or exclude himself or herself from the release of claims set forth in Section E.3 of this Settlement regardless of whether the Aggrieved Employee cashes any payment received as a result of this Settlement.
6. Challenges to Calculation of Workweeks and PAGA Pay Periods.
- a. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notices are remailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.

- b. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable susceptible to challenge.
- c. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Class Counsel and Defense Counsel along with the Administrator's determination of the challenges.

7. Objections to Settlement.

- a. Only Participating Class Members may object to the class action components of the Settlement and/or this Settlement Agreement, including contesting the fairness of the Settlement Agreement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- b. Participating Class Members may send signed written objections to the Administrator by fax, email, or mail. The written objection must: (i) indicate what the Class Member is objecting to; (ii) why the Class Member is objecting; (iii) any facts that support the objection; and (iv) include the Class Member's full name, present address, and email address or telephone number.
- c. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notices are remailed).
- d. Aggrieved Employees have no right to object to the PAGA portion of the Settlement and shall be bound by the release of claims identified in Section E.3 of this Agreement.

8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- a. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members. This information includes the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, Class Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class

Representative Service Payment, Final Approval, and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

- b. Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing: (i) names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (ii) names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (iii) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). The Administrator shall also provide a list to Class Counsel of the total number of valid and invalid Requests for Exclusion (with no Class Member names or personally identifying information).
- c. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; (v) challenges to Workweeks and/or PAGA Pay Periods received and/or resolved; and (vi) checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion.
- d. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- e. Administrator’s Declaration. No later than sixteen (16) court days before the date by which Plaintiffs is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (i) mailing of Class Notice; (ii) Class Notices returned as undelivered; (iii) remailing of Class Notices; (iv) attempts to locate Class Members; and the (v) total number of Requests for Exclusion from Settlement it received (both valid or invalid). The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- f. Final Report by Administrator. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

- g. Employer Taxes. The Administrator shall calculate Defendants' share of employer payroll taxes due on the Wage Portion of Individual Class Payments and provide this information to the Parties and the Court for purposes of Final Approval. The Administrator shall remit employer taxes and required forms to the appropriate taxing authorities within the deadlines set by law.

H. ESCALATOR CLAUSE. If it is determined that the number of Workweeks through the Class Period exceeds ten percent (10%) or more of 137,000 workweeks (*i.e.*, more than 150,700 Workweeks), then Defendants shall increase the Gross Settlement Amount proportionally over the ten percent (10%) increase (*i.e.*, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%).

I. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% (ten percent) of the total of all Class Members, Defendants may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than ten (10) business days after the Claims Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

J. NULLIFICATION OF AGREEMENT. In the event: (i) the Court does not enter the Preliminary Approval Order and approve the Released Class Claims and Released PAGA Claims specified herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) Defendants exercise its option to nullify the Settlement Agreement based on an excessive number of opt-outs, as described in the above Section G.5; or (iv) the Settlement does not become final for any other reason (e.g., an objection by the LWDA), this Settlement Agreement shall be null and void. A reduction of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment and/or any Class Representatives Service Payments shall not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and the stipulations and recitals contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Administrator shall be paid equally by both Parties. The Parties agree that they will cooperate and take all steps necessary in order to try to obtain preliminary and/or Final Approval in the event that the Court raises issues or questions about this Settlement or anything pertaining to this Settlement (including, but not limited to, the motion for preliminary approval and motion for final approval).

K. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section

2699, subd. (1), a Proposed Final Approval Order, and a proposed Judgment. (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will meet and confer in person or by telephone, and in good faith, to try to resolve any disagreements concerning the Motion for Final Approval.

1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) calendar court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives Service Payments, and/or Administration Expenses Payment shall not constitute a material modification to the Settlement within the meaning of this section. If the Court does not grant Final Approval of the Agreement, or if the Court’s Final Approval is reversed or materially modified on appellate review, then the Parties will make a good faith effort to revise the terms of the Agreement. If that process fails, the Settlement will be null and void. In such event, the Parties reserve their rights with respect to the prosecution and defense of the Actions. Any disputes arising out of or relating to this Agreement will be submitted to the mediator for resolution. The Parties will split the costs of the mediator for any such time incurred by the mediator in reaching such resolution and the Parties will bear their own attorneys’ fees and other costs incurred.
3. Continuing Jurisdiction of the Court. The Parties agree after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and Settlement solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.
4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Settlement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall

expeditiously try to work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing any additional settlement administration costs reasonably incurred after remittitur on a 50-50 basis. An appellate decision to vacate, reverse, or modify the Court's award of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representatives Service Payments shall not constitute a material modification of the Judgment within the meaning of this section if the Gross Settlement Amount remains unchanged.

L. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to try to jointly submit a proposed amended judgment, if possible.

M. ADDITIONAL PROVISIONS.

1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint or PAGA Notice have merit or that Defendants have any liability for any claims asserted. Moreover, nothing in this Agreement should be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree class certification and representative treatment is for purposes of this Agreement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement or to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released in this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.
2. Confidentiality Prior to Preliminary Approval. Plaintiffs and Class Counsel agree, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with a third party regarding this Agreement or the matters giving rise to this Agreement except to

respond only that “the matter was resolved,” or words to that effect. Plaintiffs and Class Counsel separately agree not to publish the fact and/or terms of this Agreement or any related information on their website(s), for advertising purposes, and/or in publication materials generally available to the public. This section does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members, or any counsel declarations showing class counsel adequacy filed in other matters.

3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this section shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement Agreement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement Agreement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement Agreement, the Parties may seek the assistance of the mediator and/or the Court to try for resolution.
6. Enforcement Action. In the event that any Party institutes any legal action or other proceeding against another Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys’ fees and costs, including expert witness fees, incurred in connection with any enforcement action.
7. No Prior Assignments. The Parties separately represent and warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis the Party was the drafter or participated in the drafting.
13. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.
14. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.
15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered into during the Actions and in this Agreement relating to the confidentiality of information, shall survive the execution of this Agreement.
16. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.
17. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
18. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

19. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms or to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released in this Settlement Agreement. Plaintiffs, and not Plaintiffs' representative(s), must personally execute this Settlement Agreement.
20. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
21. Contractual Terms. Each term of this Agreement is contractual and not merely a recital.
22. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.
23. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Isam C. Khoury, Esq.
Maggie K. Realin, Esq.
Cohelan Khoury & Singer
605 C Street, Suite 200
San Diego, CA 92101
(Tel) (619) 595-3001
ikhoury@ckslaw.com
msinger@ckslaw.com
mrealin@ckslaw.com

Kane Moon, Esq.
Allen Feghali, Esq.
Mariam Ghazaryan, Esq.
Mitchell Millet, Esq.
Moon Law Group, PC
715 South Figueroa Street, 31st Floor
Los Angeles, CA 90017
(Tel) (213) 232-3128
kmoon@moonlawgroup.com
afeghali@moonlawgroup.com
mghazaryan@moonlawgroup.com
mmillet@moonlawgroup.com

To Defendants: Beth Kahn, Esq.
Carol A. Humiston, Esq.
Laura P. Birnbaum, Esq.
Musick, Peeler & Garrett LLP
333 South Hope Street, Suite 2900
Los Angeles, California 90071
(Tel) (213) 629-7600
b.kahn@musickeeler.com
c.humiston @musickeeler.com
l.birnbaum@musickeeler.com

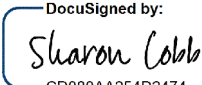
24. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.
25. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
26. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendants are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.
27. Acknowledgement that the Settlement is Fair and Reasonable. The Parties have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.
28. Stay of Litigation. The Parties agree upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

The Settlement Agreement consists of 26 pages.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Dated: 8/25/2026

Sharon Cobb

By:  CD080AA254D2474...

Dated: _____

Jacqueline Honorio

By: _____

Dated: 8/25/2026

Cohelan Khoury & Singer [Approving as to Form Only]

By:  _____

Isam C. Khoury, Esq.

Michael D. Singer, Esq.

Maggie K. Realin, Esq.

Dated: _____

Moon Law Group, PC [Approving as to Form Only]

By: _____

Kane Moon, Esq.

Allen Feghali, Esq.

Mariam Ghazaryan, Esq.

Mitchell Millet, Esq.

Attorneys for Plaintiffs

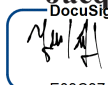
The Settlement Agreement consists of 26 pages.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Dated: _____ **Sharon Cobb**

By: _____

Dated: 8/25/2026 _____

Jacqueline Honorio
DocuSigned by:

E03C3719725B402...

By: _____

Dated: _____ **Cohelan Khoury & Singer [Approving as to Form Only]**

By: _____

Isam C. Khoury, Esq.
Michael D. Singer, Esq.
Maggie K. Realin, Esq.

Dated: 8/26/2026 _____

Moon Law Group, PC [Approving as to Form Only]

By:  _____

Kane Moon, Esq.
Allen Feghali, Esq.
Mariam Ghazaryan, Esq.
Mitchell Millet, Esq.
Attorneys for Plaintiffs

Dated: 8/25/2026

California Cinema Investments LLC

By: _____
Signed by: Matthew Dunham
7C70C462BB4E400...
Matthew Dunham

Dated: 8/25/2026

USA Cinema Services LLC

By: _____
Signed by: Matthew Dunham
7C70C462BB4E400...
Matthew Dunham

Dated: 8/25/2026

Musick, Peeler & Garrett LLP [Approving as to Form Only]

By: _____
Signed by: Carol A. Humiston
3160D94E33B44FB...
Carol A. Humiston
Beth Kahn, Esq.
Carol A. Humiston, Esq.
Laura P. Birnbaum, Esq.
Attorneys for Defendant

EXHIBIT A

Cobb, et al. v. California Cinema Investments, LLC, et al., Case No. 22STCV31218
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES
NOTICE OF CLASS ACTION SETTLEMENT

The Los Angeles County Superior Court authorized this Notice. Please read it carefully. It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

The following recitation does not constitute the findings of the Court. Defendants adamantly deny any and all liability. This notice should not be understood to be an expression of the Court's views on the merits of any claim or defense raised by the parties.

To: Any individual who is a current or former non-exempt employee employed by California Cinema Investments LLC or USA Cinema Services LLC in California at any time from September 26, 2018 to December 6, 2018 and April 6, 2022 to December 31, 2025 (“Class Members”).

You may be eligible to receive money from a class action lawsuit filed by Sharon Thoeny-Cobb and Jacqueline Honorio (“Plaintiffs” or “Class Representatives”) against Defendants California Cinema Investments LLC or USA Cinema Services LLC (“Defendants”) for alleged violations of the California Labor Code and Business and Professions Code (the “Action”). Plaintiffs and Defendants shall be collectively referred to as the “Parties.” Defendants deny all claims in the Action and Defendants deny that California Cinema Investments LLC ever had any employees.

On [DATE], the Honorable William F. Highberger of the Los Angeles County Superior Court granted preliminary approval of settlement of this Action and ordered the Parties to notify all Class Members of the settlement. **You have received this Notice because Defendants’ records indicate that you are a Class Member, and therefore may be entitled to a payment from the settlement.** All checks will be negotiable for 180 days – checks that are not cashed within 180 days will be paid to the State of California Office of the Controller Unclaimed Property Fund in the Class Members’ name(s).

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member, and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [TIME] and [DATE] in Department SS10 of the Los Angeles County Superior Court located at 312 N. Spring Street, Los Angeles, California, 90012. You are not required to attend the hearing, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, or by using the Court’s virtual appearance platform.

SUMMARY OF THE LITIGATION

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members; and (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Aggrieved Employees, who are defined as “all current and former non-exempt employees who are [Class Members] and who have been employed by Defendants between April 6, 2022 and December 31, 2025 (“PAGA Period”).

PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all Aggrieved Employees for alleged violations of the Labor Code; any payment for PAGA penalties in this Action will be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the Class, Cohelan Khoury & Singer, The Markham Law Firm, Pancer Law Corporation, and Moon Law Group, PC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Thus, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny, the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

SUMMARY OF THE PROPOSED SETTLEMENT TERMS

Plaintiffs and Defendants (without admitting liability) have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$685,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) service payments to Plaintiffs Sharon Cobb and Jacqueline Honorio as the class representatives in the amount not to exceed \$7,500 each (\$15,000 total), (3) up to \$228,333.33 in attorneys' fees and up to \$40,000 in litigation costs and expenses; (4) a \$34,250 PAGA payment, 75% of which (\$25,687.50) will be provided to the California Labor & Workforce Development Agency ("LWDA") as required under California law, and 25% in Individual PAGA Payments (\$8,562.50) to Aggrieved Employees based on their PAGA Pay Periods, and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$22,500. After deducting the Class Representative Service Awards, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$344,916.67 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendants' records, and the Parties' current assumptions, your Individual Class and PAGA Payments are shown in the chart below, along with the applicable data points from which these estimates are derived.

<i>Calculations and Data Points for Estimated Individual Class and PAGA Payments</i>	
Weeks Worked during Class Period	<i>Estimated Individual Class Payment</i>
INSERT	INSERT
PAGA Pay Periods during PAGA Period	<i>Estimated Individual PAGA Payment</i>
INSERT	INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you didn't perform work for Defendants in California during the PAGA Period.) If you believe that you worked more weeks and/or PAGA Pay Periods during the periods shown in the chart above, you can submit a challenge by **[DATE]** ("**Response Deadline**").

At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Class Counsel. The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

YOUR OPTIONS UNDER THE SETTLEMENT

If you worked for Defendants in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 below .
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EXCLUDE YOURSELF	If you do not wish to participate in the proposed Settlement of the Class Claims, you may “opt out” of the Settlement of the Class Claims. If you choose to opt out, you must submit a Request for Exclusion by [DATE] (see Section 6 below for more details on how to opt out). If you opt out, you will no longer be a participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims, you must submit an Objection stating why you object to the settlement by [DATE] (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks and/or PAGA Pay Periods that you were credited with working in the chart above is incorrect, you may submit a written dispute to Phoenix Settlement Administrators (the “Settlement Administrator”), a third party responsible for sending this Notice (see Section 4 for more details on how to submit a Dispute). Defendants’ records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many workweeks and/or PAGA Pay Periods you believe you should be credited.

1. WHAT IS THIS ACTION ABOUT?

Plaintiffs allege that Defendants violated California labor laws due to the alleged: failure to pay all wages due, including regular, minimum, and overtime wages, meal and rest period violations, failure to maintain accurate employment records, wage statement violations, failure to pay earned wages twice a month, failure to reimburse expenses, failure to timely pay wages during employment, failure to timely pay final wages at termination, and unfair business practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA.

Defendants strongly deny violating any laws or failing to pay any wages and contend that they complied with all applicable laws. Defendants deny that California Cinema Investments LLC ever had any employees.

All Parties are represented by attorneys in this Action. See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Parties hired an experienced, neutral mediator in an effort to resolve the Action by settlement rather than continuing the expensive and time-consuming litigation. The case settled. Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- Defendants Will Pay \$685,000.00 as the “Gross Settlement Amount.” Defendants will deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Plaintiffs’ Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s Costs, and PAGA Penalties to be paid to the LWDA.
- Court Approved Deductions From Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Individual settlement payments to all Participating Class Members.
 - Service Payments to Plaintiffs Sharon Cobb and Jacqueline Honorio as the class representatives in an amount not to exceed \$7,500.00 each.
 - Up to \$228,333.33 to Class Counsel in attorneys' fees and up to \$40,000.00 in litigation costs and expenses.
 - Up to \$34,250.00 for PAGA Penalties, 75% of which (\$25,687.50) will be provided to the California Labor & Workforce Development Agency ("LWDA") as required under California law, and 25% in Individual PAGA Payments (\$8,562.50) to Aggrieved Employees based on their PAGA Pay Periods.
 - Approximately \$22,500.00 to the Settlement Administrator for administering the settlement.
 - Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
- Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the remainder of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their pro rata share of total weeks worked during the Class Period.
 - Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of ten percent (10%) of each Individual Class Payment to taxable wages ("Wage Portion") and ninety percent (90%) to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.
 - Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the "void date"). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
 - Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt Out.
 - The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
 - Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Settlement Administrator") to send this Notice, calculate and make payments, and process any Class Members' Requests for Exclusion. The Settlement Administrator will also decide any disputes over Workweeks and/or PAGA Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

- Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement Amount, Participating Class Members will fully release the claims under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you will release the "Released Parties" (which means "Defendants and each of their past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), franchisors, general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, professional employer organizations, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, dbas, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them") based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release during the Class Period (the "Released Class Claims"):

All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Operative Class Action Complaint and that occurred during the Class Period (September 26, 2018 to December 6, 2018 and April 6, 2022 to December 31, 2025), including, without limitation, California Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2802, and any federal counterparts, California Business and Professions Code sections 17200-17208, 17071, 17075, California Penal Code sections 484 and 532, California Code of Regulation, Title 8, sections 11000, *et seq.*, any IWC Wage Orders, California Code of Civil Procedure §§ 382 and 1021.5, any cause of action for Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198), Failure to Pay Wages for Hours Worked (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, 1197.1, 558), Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226), Failure to Pay Wages at Least Twice in a Calendar Month (Cal. Lab. Code § 204), Failure to Reimburse Business Expenses (Cal. Labor Code §§ 2800-2802), Failure to Pay Wages Upon Termination of Employment (Cal. Lab. Code §§ 201-203) and Violations of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*). Participating Class Members, other than the Plaintiffs, do not release any other claims, including claims for vested benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- Release of PAGA Claims. After the Court's judgment is final, and Defendants have paid the Gross Settlement Amount, the Aggrieved Employees shall release the Released Parties from the "Released PAGA Claims" defined as the following:

All Participating and Non-Participating Class Members, who are Aggrieved Employees and the State of California are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaints and PAGA Notice

that occurred during the PAGA Period (April 6, 2022 through December 31, 2025) including, including, without limitation, Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2699, *et seq.*, 2800-2802; California Code of Regulations, Title 8, section 11000, *et seq.*; California Business and Professions Code sections 17200-17208, 17071, 17075; California Code of Civil Procedure section 1021.5 and the applicable Industrial Welfare Commission Orders. and all other claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiffs' pre-filing letter to the LWDA. The Released PAGA Claims do not release any class claims or any Aggrieved Employees individual claims, other than Plaintiffs, for wages or any claims for vested benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- **Individual Class Payments.** The Settlement Administrator will calculate Individual Class Payments by (a) dividing the portion of the Net Settlement Amount allocated to the Participating Class Members by the total number of workweeks for all Participating Class Members, and (b) multiplying the result by each Participating Class Members' Weeks Worked.
- **Individual PAGA Payments.** The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$8,562.50 by the total number of PAGA Pay Periods for all Aggrieved Employees, and b) multiplying the result by the number of PAGA Pay Periods for each individual Aggrieved Employee during the PAGA Period.
- **Disputing Weeks and/or PAGA Pay Periods Worked.** The number of weeks you worked during the Class and PAGA Periods, as recorded in Defendants' records, are stated in the tables on page 2 of this Notice. You have until **[DATE]** (the "Response Deadline") to dispute the number of Workweeks and/or PAGA Pay Periods credited to you by submitting evidence to the Settlement Administrator via fax, email, or mail. Section 9 of this Notice has the Settlement Administrator's contact information.

You will need to support your dispute by producing evidence to the Settlement Administrator showing that Defendants' records are inaccurate on or before the Response Deadline.

5. HOW WILL I GET PAID?

- Individual Class and PAGA payments will be paid by check and shall be made payable to each Class Member and/or Aggrieved Employee by the Settlement Administrator via regular First-Class U.S. Mail.
- **Your check will be sent to the same address as this Notice. If you change your address, notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.**

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

- You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt out of the Settlement, not later than the Response Deadline.
- If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion," which must include your full name, present address, email address or telephone number, and a statement setting forth your request to opt out of or be excluded from the Class portion of the Settlement and the Released Class Claims. Be sure to include the required information, personally sign your request, and identify the Action as *Cobb, et al. v. California Cinema Investments*,

LLC, et al. You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your Request for Exclusion to the Settlement Administrator by [REDACTED], 2026 (the “Response Deadline”) via fax, email, or mail, or it will be invalid.** Section 9 of the Notice has the Settlement Administrator’s contact information.

- Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by the Class Claims portion of this Settlement, or the Judgment.
- You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment and will be bound by the PAGA Settlement and Judgment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

- Only Participating Class Members have the right to object to the Settlement. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection and include any and all evidence and supporting papers. The Objection must include your full name, present address, email address or telephone number, and signature, as well as the case name and number (*Cobb, et al. v. California Cinema Investments, LLC, et al.*, Case No. 22STCV31218), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator via fax, email, or mail, **postmarked** on or before [REDACTED], 2026. Section 9 of the Notice has the Settlement Administrator’s contact information.
- If you do not comply with these procedures, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the Settlement become Final even if you object to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

- On [REDACTED], 2026, at [REDACTED] a.m./p.m., the Court will hold a public hearing in Department SS10 of the Superior Court for the State of California, County of Los Angeles, 312 N. Spring Street, Los Angeles, CA 90012, for the purposes of determining whether the proposed Settlement is fair, adequate, and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiffs’ request for the service payments. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing. It’s possible the Court will reschedule the Final Approval Hearing. You should check with the Settlement Administrator beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing if you wish to attend.

9. HOW CAN I GET MORE INFORMATION?

- If you have questions about this Notice, the process to Opt Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Settlement Administrator for more information or to request that a copy of this Notice be sent to you in the mail. And you may also contact Class Counsel. Contact information for both the Settlement Administrator and Class Counsel is provided here:

Administrator	Class Counsel
Name Mailing Address Telephone Number Fax Email	THE MARKHAM LAW FIRM David R. Markham (SBN 71814) dmarkham@markham-law.com Lisa R. Brevard (SBN 323391) lbrevard@markham-law.com 888 Prospect Street, Suite 200 La Jolla, CA 92037 Telephone: (619) 399-3995 Facsimile: (619) 615-2067 COHELAN KHOURY & SINGER Isam C. Khoury (SBN 58759) ikhoury@ckslaw.com Maggie K. Realin (SBN 263639) mrealin@ckslaw.com 605 C St., Ste. 200 San Diego, CA 92101 Telephone: (619) 595-3001 Facsimile: (619) 595-3000 THE LAW OFFICE OF IAN PANCER Ian M. Pancer (SBN 246600) ian@sandiegolegal.net 4603 Mission Blvd., Suite 220 San Diego, CA 91209 Telephone: (619) 955-6644 Facsimile: (619) 374-7410

- You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.
- This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Isam Khoury in Support of Motion for Preliminary Approval of Class Action Settlement filed on [DATE], 2026 and available to be inspected at any time during regular business hours at the Office of the Clerk, Los Angeles County Superior Court, located at 312 N. Spring Street, CA 90012 or by submitting a request online at <https://www.lacourt.ca.gov/paos/v2web3/DocumentImages>.
- **DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

- If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California State Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

- To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This **Amended** Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Agreement”) is made by and between Plaintiffs Sharon Cobb and Jacqueline Honorio (“Plaintiffs”) and California Cinema Investments LLC and USA Cinema Services LLC (“Defendants”). **This Amended Class Action and PAGA Settlement Agreement supersedes the Class Action and PAGA Settlement Agreement which was signed by Plaintiffs Sharon Cobb and Jacqueline Honorio on March 31, 2026 and April 1, 2026, respectively, and signed by Defendants on April 17, 2026.** The Agreement refers to Plaintiffs and Defendants as “Parties”, or individually as “Party”. This Agreement, and all provisions herein, are subject to the approval of Defendants' Board of Directors.

A. DEFINITIONS.

1. “Actions” or “Operative Complaints” means Plaintiff Sharon Cobb's class action lawsuit against Defendants captioned Cobb v. California Cinema Investments LLC, et. al., Case No. 22STCV31218, initiated on September 26, 2022 (“Cobb Complaint”) and Plaintiff Jacqueline Honorio's class action lawsuit against Defendant captioned Honorio v. USA Cinema Services LLC, Case No. 24STCV27544, initiated on October 21, 2024 (“Honorio Complaint”), both lawsuits pending in Superior Court of the State of California, County of Los Angeles. Plaintiffs Sharon Cobb and Jacqueline Honorio each filed First Amended Complaints adding a cause of action for violation of Labor Code, section 2698, *et seq.* (“PAGA”) on December 7, 2022 and January 2, 2025, respectively. The parties have agreed by stipulation that Plaintiff Sharon Cobb will file a Second Amended Complaint in Case No. 22STCV31218, which will name Plaintiff Jacqueline Honorio as a named plaintiff, and will include all of her individual and class claims. The parties further agreed by stipulation that once the Second Amended Complaint becomes operative, the Honorio v. USA Cinema Services LLC, Case No. 24STCV27544 will be dismissed, without prejudice. **On March 26, 2026, Plaintiff Cobb filed a Second Amended Complaint. On April 7, 2026, the *Honorio* action was dismissed without prejudice.**
2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
4. “Aggrieved Employees” means all current and former non-exempt employees of Defendants within the State of California at any time during the PAGA Period.
5. “Class” means all current and former non-exempt employees of Defendants within the State of California at any time during the Class Period.
6. “Class Counsel” means Cohelan Khoury & Singer, The Markham Law Firm, Pancer Law Corporation and Moon Law Group, PC.

7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.
8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s: (a) full name; (b) last-known mailing address; (c) Social Security number; and (d) number of Workweeks and PAGA Pay Periods.
9. “Class Member” means current and former non-exempt employees of Defendants within the State of California at any time during the Class Period.
10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Members’ mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address Database (“NCOA”), skip traces, and direct contact by the Administrator with Class Members.
11. “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
12. “Class Period” means the periods from September 26, 2018 to December 6, 2018 and April 6, 2022 to December 31, 2025.
13. “Class Representative” means the named plaintiffs in the Operative Complaints seeking Court approval to serve as the Class Representatives.
14. “Class Representative Service Payment” means the payment to each of the Class Representatives for initiating the Actions and providing services in support of the Actions.
15. “Court” means the Superior Court of California, County of Los Angeles.
16. “Defendants” means the named defendants California Cinema Investments LLC and USA Cinema Services LLC
17. “Defense Counsel” means Musick, Peeler & Garrett LLP.
18. “Effective Date” means the date on which the Final Approval becomes final. For purposes of this Section, the Final Approval “becomes final” only after the Court grants the Motion for Final Approval of the Settlement and upon service of the Notice of Entry of Judgment, and upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Final Approval and Judgment (this time period shall not be less than sixty (60) calendar days after the Court’s Judgment is entered); (ii) the date of affirmance of an appeal of the Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Final Approval and/or Judgment.
19. “Final Approval” means the Court’s order granting final approval of the Settlement.

20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
21. “Gross Settlement Amount” means \$685,000.00, plus the Defendants will separately pay the employer payroll taxes on the Wage Portion of the Individual Class Payments, which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives Service Payments, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA Payment, and Individual Class Payments.
22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
24. “Judgment” means the judgment entered by the Court based upon the Final Approval.
25. “LWDA” means the California Labor and Workforce Development Agency.
26. “LWDA PAGA Payment” means seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
27. “Net Settlement Amount” means the Gross Settlement Amount less the following payments and credits in the amounts approved by the Court: (a) Class Counsel Fees Payment; (b) Class Counsel Litigation Expenses Payment; (c) Class Representatives Service Payments; (d) Administration Expenses Payment; (e) Individual PAGA Payments; and (f) LWDA PAGA Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
29. “PAGA” means the Private Attorneys General Act of 2004 (Labor Code section 2698 *et seq.*).
30. “PAGA Notices” means Plaintiffs’ letters sent to the LWDA and Defendants on September 23, 2022 and October 20, 2024, providing notice pursuant to Labor Code section 2699.3, subd. (a).
31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one (1) day during the PAGA Period.
32. “PAGA Period” means the period from April 6, 2022, through December 31, 2025.

33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated seventy-five percent (75%) to the LWDA and the twenty-five percent (25%) to the Aggrieved Employees in settlement of PAGA claims.
34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
35. “Plaintiffs” means Sharon Cobb and Jacqueline Honorio, the named Plaintiffs in the Actions.
36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
37. “Released Class Claims” means the claims being released as described in Section E.2. below.
38. “Released PAGA Claims” means the claims being released as described in Section E.3. below.
39. “Released Parties” means Defendants and each of their past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), franchisors, general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, professional employer organizations, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, dbas, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them.
40. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Settlement signed by the Class Member.
41. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail his or her Objection to the Settlement. ~~The Response Deadline will be extended an additional fourteen (14) calendar days from the date of re-mailing, even if this results in an extension of the otherwise applicable 45-day Response Deadline. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.~~

42. “Settlement” means the disposition of the Actions and LWDA Notices effected by this Settlement Agreement and the Judgment.
43. “Workweek” means any week during which a Class Member worked for Defendants for at least one (1) day during the Class Period.

B. RECITALS.

1. On September 23, 2022, Plaintiff Sharon Cobb, and October 20, 2024, Plaintiff Jacqueline Honorio, provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code they contend were violated and the theories supporting their contentions.
2. On September 26, 2022, Plaintiff Sharon Cobb filed a class action Complaint alleging causes of action against Defendant for Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198), Failure to Pay Wages for Hours Worked (Cal. Lab. Code §§ 1194, 1197, 1197.1, 558), Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226), Failure to Pay Wages at Least Twice in a Calendar Month (Cal. Lab. Code § 204), Failure to Reimburse Business Expenses (Cal. Labor Code §§ 2800-2802), Failure to Pay Wages Upon Termination of Employment (Cal. Lab. Code §§ 201-203) and Violations of California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.).
3. On December 7, 2022, Plaintiff Sharon Cobb filed a First Amended Complaint adding a claim for PAGA penalties based upon the alleged Labor Code violations.
4. On October 21, 2024, Plaintiff Jacqueline Honorio filed a class action Complaint alleging causes of action against Defendant for Failure to Pay Minimum Wages (Cal. Lab. Code §§ 305, 1194, 1194.2, 1197), Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194, 1198), Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code § 226.7), Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802), Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code § 201-203), Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code §§ 226) and Violations of California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, et seq.).
5. On January 2, 2025, Plaintiff Jacqueline Honorio filed a First Amended Complaint adding a claim for PAGA penalties based on the alleged Labor Code violations.
6. After engaging in discovery, investigations, and negotiations, on October 28, 2025, the Parties attended mediation with the mediator Kelly Knight, Esq. that resulted in the settlement of the Actions, subject to the Court’s approval.
7. Defendants deny the allegations in the Operative Complaints, deny any failure to comply with the laws identified in the Operative Complaints, and deny any and all liability for the causes of action alleged.

8. The Parties conducted investigation and discovery of the facts and law both before and after the Actions were filed. Defendants produced documents relating to their policies, practices, and procedures regarding paying non-exempt employees for all hours worked, and meal and rest breaks along with payroll, timekeeping, and operational policies. As part of Defendants' production, Plaintiffs also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data enabling Plaintiffs to understand the number of Workweeks and PAGA Pay Periods. Plaintiffs also interviewed Class Members who worked for Defendants throughout the Class Period. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.
9. The Court has not granted class certification.

~~10.~~—The Parties, Class Counsel, and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.

~~11.10. All Parties will stipulate to the filing of an amended complaint which will include both Plaintiffs and causes of actions at issue in both actions, to be filed in the Cobb Class Action. The dismissal of the Honorio Class Action and the Stipulation for the Filing of an Amended Complaint must be approved by the Court prior to the filing of the Motion for Preliminary Approval.~~

C. MONETARY TERMS.

1. All Parties stipulated to the filing of a Second Amended Complaint which includes both Plaintiffs and all causes of actions from the Class Action and PAGA Action, and was filed in the Cobb Class Action. The Second Amended Complaint is now the Operative Complaint.

~~1.2.~~ Gross Settlement Amount. Defendants promise to pay \$685,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any employer payroll taxes) prior to the deadline stated in Section D of this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

~~2.3.~~ Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments and credits from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

- a. To Plaintiffs: The Class Representative Service Payment of no more than ~~\$10,000~~ \$7,500 each to Plaintiffs (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for the

Class Representatives Service Payments if it does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payments less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Court's approval of a Class Representative Service Payments in an amount less than requested shall not be grounds for Plaintiffs or Class Counsel to file an appeal. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

- b. To Class Counsel: A Class Counsel Fees Payment of no more than \$228,333.33 (33.33% of the Gross Settlement Amount) and a Class Counsel Litigation Expenses Payment of no more than \$40,000. Defendants will not oppose requests for these payments if they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for a Class Counsel Fees Payment and a Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Court's approval of a Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment in an amount less than requested shall not be grounds for Plaintiffs or Class Counsel to file an appeal. The Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS Form 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, hold Defendants harmless, and indemnify Defendants from any dispute or controversy regarding any division or sharing of any of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.
- c. To the Administrator: An Administration Expenses Payment not to exceed \$22,500, except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less or the Court approves payment less than \$22,500, the Administrator will allocate the remainder to the Net Settlement Amount.
- d. To Each Participating Class Member: An Individual Class Payment calculated by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks during the Class Period.

- i. Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS Form W-2. Ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will allocate amounts equal to their Individual Class Payments to the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- e. To the LWDA and Aggrieved Employees: PAGA Penalties in the sum of \$34,250 to be paid from the Gross Settlement Amount, seventy-five percent (75%) of which (\$25,687.50) will be allocated to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which (\$8,562.50) will be allocated to the Aggrieved Employees as their Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$8,562.50) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. In addition, the Administrator will report the Individual PAGA Payments on IRS Form 1099.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Workweeks and PAGA Pay Periods. Based on a review of its records to date, Defendants estimate there were approximately 2,800 Class Members who worked a total of approximately 137,000 workweeks at the time of the mediation.
2. Funding of Gross Settlement Amount and Payments from the First Installment. Defendants shall fund the Gross Settlement Amount of \$685,000.00 in installments set forth as follows: (a) 400,000.00 shall be deposited with an agreed-upon settlement administrator within 30 calendar days of final approval of this settlement by the Court, or, if there are any objections to the settlement, and they are not withdrawn by the time of Final Approval, then within

30 days of the exhaustion of any appeal or appeal deadline in connection with the objections; (b) The remaining \$285,000.00 shall be deposited in monthly installments starting 30 calendar days after the payment of the first installment payment. These monthly installment payments will consist of seventeen (17) equal monthly installments of \$15,833.33 and one final installment payment of \$15,833.39. Defendants shall fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator with the final installment payment. From the first installment of \$400,000, within 14 calendar days, payments shall be made to Participating Class Members, Aggrieved Employees, the LWDA, and the Class Representatives. Any residue from the first installment shall be used to cover a portion of Class Counsel's Litigation Expenses. The Settlement will be considered fully funded upon the payment of the final installment payment.

3. Payments from the Second (Final) Installment. Within fourteen (14) calendar days after Defendants fully fund the Second Installment of \$285,000, the Administrator will mail checks for the Class Counsel Fees Payment, the remainder of Class Counsel Litigation Expenses Payment, and Administration Expenses Payment.
 - a. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via first-class United States Postal Service ("USPS") mail, postage prepaid. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notices were returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notices were returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the NCOA.
 - b. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator will remail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator shall send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.
 - c. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subd. (b).

- d. The payment of the Class Representative Service Payment, Individual Class Payments, and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Settlement. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which Plaintiffs or any Class Member may be entitled under any benefit plans.

E. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the Gross Settlement Amount, Plaintiffs, Class Members, Aggrieved Employees, State of California and Class Counsel will release claims against all Released Parties as follows:

1. Plaintiffs' Release. Upon funding of the First Installment of the Gross Settlement Amount, and as a condition of receiving any portion of the Class Representative Service Payments, Plaintiffs and their former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiffs' employment with Defendants and Plaintiffs' compensation while an employee of Defendants. Plaintiffs' Released Claims include, but are not limited to, all claims asserted in, arising from, or related to the Actions, to include but not limited to the Released PAGA Claims and Released Class Claims. Plaintiffs' Released Claims include all claims for unpaid wages, including, but not limited to, Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198), Failure to Pay Wages for Hours Worked (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, 1197.1, 558), Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226), Failure to Pay Wages at Least Twice in a Calendar Month (Cal. Lab. Code § 204), Failure to Reimburse Business Expenses (Cal. Labor Code §§ 2800-2802), Failure to Pay Wages Upon Termination of Employment (Cal. Lab. Code §§ 201-203) and Violations of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*) and attorneys' fees and costs. Plaintiffs' Released Claims include all claims arising under the California Labor Code (including, but not limited to, 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2802 and any federal counterparts, California Business and Professions Code sections 17200-17208, 17071, 17075, California Penal Code sections 484 and 532, California Code of Regulation, Title 8, sections 11000, *et seq.*, any IWC Wage Orders, California Code of Civil Procedure §§ 382 and 1021.5; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the FLSA, 29 U.S.C. §§ 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA). Plaintiffs' Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, prejudgment interest, past and future medical expenses, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, failure to accommodate, failure to engage in a good faith interactive process and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the

Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), Labor Code § 1102.5 and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law.

Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. Plaintiffs expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

2. Released Class Claims. Upon full funding of the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaints and that occurred during the Class Period, including, without limitation, California Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2802 ~~and any federal counterparts~~, California Business and Professions Code sections 17200-17208, 17071, 17075, California Penal Code sections 484 and 532, California Code of Regulation, Title 8, sections 11000, *et seq.*, any IWC Wage Orders, California Code of Civil Procedure §§ 382 and 1021.5, any cause of action for Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198), Failure to Pay Wages for Hours Worked (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, 1197.1, 558), Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226), Failure to Pay Wages at Least Twice in a Calendar Month (Cal. Lab. Code § 204), Failure to Reimburse Business Expenses (Cal. Labor Code §§ 2800-2802), Failure to Pay Wages Upon Termination of Employment (Cal. Lab. Code §§ 201-203) and Violations of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*)

Participating Class Members, other than the Plaintiffs, do not release any other claims, including claims for vested benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

3. Release by Plaintiffs, Aggrieved Employees and the State of California. Upon full funding of the Gross Settlement Amount, All Participating and Non-Participating Class Members,

who are Aggrieved Employees and the State of California are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaints and PAGA Notice that occurred during the PAGA Period including, including, without limitation, Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2699, *et seq.*, 2800-2802; California Code of Regulations, Title 8, section 11000, *et seq.*; California Business and Professions Code sections 17200-17208, 17071, 17075; California Code of Civil Procedure § 1021.5 and the applicable Industrial Welfare Commission Orders. and all other claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiffs' pre-filing letter to the LWDA.

The Released PAGA Claims do not release any class claims or any Aggrieved Employees individual claims, other than Plaintiffs, for wages or any claims for vested benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

F. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (a) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (f)(2)); (b) a draft proposed of the Order Granting Preliminary Approval and Approval of PAGA Settlement; (c) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, Defendants, or Defense Counsel; (d) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and Administrator; (e) a signed declaration from Class Counsel attesting to their competency to represent the Class Members; their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)) and Class Notice; and (f) all facts relevant to any actual or potential conflict of interest with the Class Members and Administrator. In their declarations, Plaintiffs and Class Counsel shall also aver they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Defense counsel will have the motion for Preliminary Approval and other documents to give Defendant the opportunity to comment on Plaintiffs' draft.

- a. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payments shall not operate to terminate or cancel this Agreement.
 - b. If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice, the Agreement will be null and void, and the Parties will have no further obligations under the Agreement.
 - c. Defendants agree it will not oppose Plaintiffs' Motion for Preliminary Approval of the Settlement Agreement, nor any supporting documents filed in support of the Motion, so long as the motion is consistent with the terms of the Parties' Settlement Agreement.
2. Responsibilities of Counsel. Class Counsel is jointly responsible for: (a) filing the Stipulation and Proposed Order for Leave to File Second Amended Complaint in the Cobb v. California Cinema Investments LLC, Case No. 22STCV31218; (b) obtaining a dismissal without prejudice of the class action entitled Honorio v. USA Cinema Services LLC, Case No. 24STCV27544; and (c) after the Court signs the Order for Leave to File Second Amended Complaint, filing the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator. Defense Counsel will be given at least 5 business days to review the draft motion for preliminary approval and other related documents.
 3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to try to modify the Settlement and otherwise satisfy the Court's concerns.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
4. Notice to Class Members.
 - a. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
 - b. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
 - c. Before mailing Class Notices, the Administrator shall update Class Member addresses using the NCOA. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data the Class Notice via first-class USPS mail. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
 - d. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained.
 - e. The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days ~~beyond the forty-five (45) calendar days otherwise provided in the Class Notice~~ for all Class Members whose notice is remailed, ~~even if this results in an extension of the otherwise applicable 45-day Response Deadline~~. The Administrator will inform the Class Member of the extended deadline with the remailed Class Notice.

- f. If the Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone or email, and in good faith to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice or the deadline dates in the Class Notice, whichever is later.

5. Requests for Exclusion (Opt-Outs).

- a. Class Members who wish to exclude themselves (opt out of) the Class Settlement must send the Administrator by fax, email, or mail a signed written Request for Exclusion no later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notices are remailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's: (i) full name; (ii) present address; (iii) email address or telephone number; and (iv) a simple statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- b. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator **shall mail notification of the deficiency to the Class Member and** may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or susceptible to challenge.
- c. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits, and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section E.2. and Section E.3. of this Agreement, regardless of whether the Participating Class Member receives the Class Notice or objects to the Settlement.
- d. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.
- e. Because this Settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as a proxy and as a Private Attorney General of and for the State

of California and LWDA, the Parties agree that no Aggrieved Employee (including Plaintiffs) has the right to object to the PAGA portion of the Settlement or exclude himself or herself from the release of claims set forth in Section E.3 of this Settlement regardless of whether the Aggrieved Employee cashes any payment received as a result of this Settlement.

6. Challenges to Calculation of Workweeks and PAGA Pay Periods.

- a. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notices are remailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
- b. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable susceptible to challenge.
- c. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Class Counsel and Defense Counsel along with the Administrator's determination of the challenges.

7. Objections to Settlement.

- a. Only Participating Class Members may object to the class action components of the Settlement and/or this Settlement Agreement, including contesting the fairness of the Settlement Agreement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- b. Participating Class Members may send signed written objections to the Administrator by fax, email, or mail. The written objection must: (i) indicate what the Class Member is objecting to; (ii) why the Class Member is objecting; (iii) any facts that support the objection; and (iv) include the Class Member's full name, present address, and email address or telephone number.
- c. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notices are remailed).

- d. Aggrieved Employees have no right to object to the PAGA portion of the Settlement and shall be bound by the release of claims identified in Section E.3 of this Agreement.
8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- a. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members. This information includes the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, Class Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment, Final Approval, and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.
 - b. Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing: (i) names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (ii) names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (iii) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). The Administrator shall also provide a list to Class Counsel of the total number of valid and invalid Requests for Exclusion (with no Class Member names or personally identifying information).
 - c. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; (v) challenges to Workweeks and/or PAGA Pay Periods received and/or resolved; and (vi) checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion.
 - d. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
 - e. Administrator’s Declaration. No later than sixteen (16) court days before the date by which Plaintiffs is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and

compliance with all of its obligations under this Agreement, including, but not limited to: (i) mailing of Class Notice; (ii) Class Notices returned as undelivered; (iii) re-mailing of Class Notices; (iv) attempts to locate Class Members; and the (v) total number of Requests for Exclusion from Settlement it received (both valid or invalid). The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- f. Final Report by Administrator. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
- g. Employer Taxes. The Administrator shall calculate Defendants' share of employer payroll taxes due on the Wage Portion of Individual Class Payments and provide this information to the Parties and the Court for purposes of Final Approval. The Administrator shall remit employer taxes and required forms to the appropriate taxing authorities within the deadlines set by law.

H. ESCALATOR CLAUSE. If it is determined that the number of Workweeks through the Class Period exceeds ten percent (10%) or more of 137,000 workweeks (*i.e.*, more than 150,700 Workweeks), then Defendants ~~shall at their exclusive discretion shall either (1) end the Class Period on the date on which the total number of workweeks is not more than 150,700 Workweeks, or (2) increase the Gross Settlement Amount proportionally over the ten percent (10%) increase~~ (*i.e.*, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%). ~~Under the first option no additional payment is necessary.~~

I. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% (ten percent) of the total of all Class Members, Defendants may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than ten (10) business days after the Claims Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

J. NULLIFICATION OF AGREEMENT. In the event: (i) the Court does not enter the Preliminary Approval Order and approve the Released Class Claims and Released PAGA Claims specified herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) Defendants exercise its option to nullify the Settlement Agreement based on an excessive number of opt-outs, as described in the above Section G.5; or (iv) the Settlement does not become final for any other reason (*e.g.*, an objection by the LWDA), this Settlement Agreement shall be null and void. A reduction of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment and/or any Class Representatives Service Payments shall not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or judgment entered by the Court in

furtherance of this Settlement Agreement shall be treated as void from the beginning, and the stipulations and recitals contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Administrator shall be paid equally by both Parties. The Parties agree that they will cooperate and take all steps necessary in order to try to obtain preliminary and/or Final Approval in the event that the Court raises issues or questions about this Settlement or anything pertaining to this Settlement (including, but not limited to, the motion for preliminary approval and motion for final approval).

K. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order, and a proposed Judgment. (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will meet and confer in person or by telephone, and in good faith, to try to resolve any disagreements concerning the Motion for Final Approval.

1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) calendar court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives Service Payments, and/or Administration Expenses Payment shall not constitute a material modification to the Settlement within the meaning of this section. If the Court does not grant Final Approval of the Agreement, or if the Court’s Final Approval is reversed or materially modified on appellate review, then the Parties will make a good faith effort to revise the terms of the Agreement. If that process fails, the Settlement will be null and void. In such event, the Parties reserve their rights with respect to the prosecution and defense of the Actions. Any disputes arising out of or relating to this Agreement will be submitted to the mediator for resolution. The Parties will split the costs of the mediator for any such time incurred by the mediator in reaching such resolution and the Parties will bear their own attorneys’ fees and other costs incurred.
3. Continuing Jurisdiction of the Court. The Parties agree after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and Settlement solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.

4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Settlement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall expeditiously try to work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing any additional settlement administration costs reasonably incurred after remittitur on a 50-50 basis. An appellate decision to vacate, reverse, or modify the Court's award of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representatives Service Payments shall not constitute a material modification of the Judgment within the meaning of this section if the Gross Settlement Amount remains unchanged.

L. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to try to jointly submit a proposed amended judgment, if possible.

M. ADDITIONAL PROVISIONS.

1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint or PAGA Notice have merit or that Defendants have any liability for any claims asserted. Moreover, nothing in this Agreement should be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree class certification and representative treatment is for purposes of this Agreement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement or to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released in this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

2. Confidentiality Prior to Preliminary Approval. Plaintiffs and Class Counsel agree, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with a third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Plaintiffs and Class Counsel separately agree not to publish the fact and/or terms of this Agreement or any related information on their website(s), for advertising purposes, and/or in publication materials generally available to the public. This section does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, or any counsel declarations showing class counsel adequacy filed in other matters.
3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement Agreement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement Agreement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement Agreement, the Parties may seek the assistance of the mediator and/or the Court to try for resolution.
6. Enforcement Action. In the event that any Party institutes any legal action or other proceeding against another Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any enforcement action.

7. No Prior Assignments. The Parties separately represent and warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis the Party was the drafter or participated in the drafting.
13. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.
14. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.
15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered into during the Actions and in this Agreement relating to the confidentiality of information, shall survive the execution of this Agreement.
16. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) calendar days after the date

when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

17. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
18. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
19. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms or to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released in this Settlement Agreement. Plaintiffs, and not Plaintiffs' representative(s), must personally execute this Settlement Agreement.
20. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
21. Contractual Terms. Each term of this Agreement is contractual and not merely a recital.
22. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.
23. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Isam C. Khoury, Esq.
Maggie K. Realin, Esq.
Cohelan Khoury & Singer
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San Diego, CA 92101
(Tel) (619) 595-3001
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msinger@ckslaw.com
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Kane Moon, Esq.
Allen Feghali, Esq.
Mariam Ghazaryan, Esq.
Mitchell Millet, Esq.
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Los Angeles, CA 90017
(Tel) (213) 232-3128
kmoon@moonlawgroup.com
afeghali@moonlawgroup.com
mghazaryan@moonlawgroup.com
mmillet@moonlawgroup.com

To Defendants: Beth Kahn, Esq.
Carol A. Humiston, Esq.
Laura P. Birnbaum, Esq.
Musick, Peeler & Garrett LLP
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Los Angeles, California 90071
(Tel) (213) 629-7600
b.kahn@musickeeler.com
c.humiston @musickeeler.com
l.birnbaum@musickeeler.com

24. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.
25. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
26. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendants are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

27. Acknowledgement that the Settlement is Fair and Reasonable. The Parties have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

28. Stay of Litigation. The Parties agree upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

The Settlement Agreement consists of 26 pages.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Dated: _____ **Sharon Cobb**

By: _____

Dated: _____ **Jacqueline Honorio**

By: _____

Dated: _____ **Cohelan Khoury & Singer [Approving as to Form Only]**

By: _____

Isam C. Khoury, Esq.
Michael D. Singer, Esq.

Maggie K. Realin, Esq.

Dated: _____ **Moon Law Group, PC [Approving as to Form Only]**

By: _____
Kane Moon, Esq.
Allen Feghali, Esq.
Mariam Ghazaryan, Esq.
Mitchell Millet, Esq.
Attorneys for Plaintiffs

Dated: _____ **California Cinema Investments LLC**

By: _____

Dated: _____ **USA Cinema Services LLC**

By: _____

Dated: _____ **Musick, Peeler & Garrett LLP [Approving as to Form Only]**

By: _____
Beth Kahn, Esq.
Carol A. Humiston, Esq.
Laura P. Birnbaum, Esq.
Attorneys for Defendant

EXHIBIT 3

Cobb, et al. v. California Cinema Investments, LLC, et al., Case No. 22STCV31218
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES
NOTICE OF CLASS ACTION SETTLEMENT

The Los Angeles County Superior Court authorized this Notice. Please read it carefully. It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

The following recitation does not constitute the findings of the Court. Defendants adamantly deny any and all liability. This notice should not be understood to be an expression of the Court's views on the merits of any claim or defense raised by the parties.

To: Any individual who is a current or former non-exempt employee employed by California Cinema Investments LLC or USA Cinema Services LLC in California at any time from September 26, 2018 to December 6, 2018 and April 6, 2022 to December 31, 2025 (“Class Members”).

You may be eligible to receive money from a class action lawsuit filed by Sharon Thoeny-Cobb and Jacqueline Honorio (“Plaintiffs” or “Class Representatives”) against Defendants California Cinema Investments LLC or USA Cinema Services LLC (“Defendants”) for alleged violations of the California Labor Code and Business and Professions Code (the “Action”). Plaintiffs and Defendants shall be collectively referred to as the “Parties.” Defendants deny all claims in the Action and Defendants deny that California Cinema Investments LLC ever had any employees.

On [DATE], the Honorable William F. Highberger of the Los Angeles County Superior Court granted preliminary approval of settlement of this Action and ordered the Parties to notify all Class Members of the settlement. **You have received this Notice because Defendants’ records indicate that you are a Class Member, and therefore may be entitled to a payment from the settlement.** All checks will be negotiable for 180 days – checks that are not cashed within 180 days will be paid to the State of California Office of the Controller Unclaimed Property Fund in the Class Members’ name(s).

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member, and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [TIME] and [DATE] in Department SS10 of the Los Angeles County Superior Court located at 312 N. Spring Street, Los Angeles, California, 90012. You are not required to attend the hearing, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, or by using the Court’s virtual appearance platform.

SUMMARY OF THE LITIGATION

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members; and (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Aggrieved Employees, who are defined as “all current and former non-exempt employees who are [Class Members] and who have been employed by Defendants between April 6, 2022 and December 31, 2025 (“PAGA Period”).

PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all Aggrieved Employees for alleged violations of the Labor Code; any payment for PAGA penalties in this Action will be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the Class, Cohelan Khoury & Singer, The Markham Law Firm, Pancer Law Corporation, and Moon Law Group, PC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Thus, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny, the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs’ claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

SUMMARY OF THE PROPOSED SETTLEMENT TERMS

Plaintiffs and Defendants (without admitting liability) have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$685,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) service payments to Plaintiffs Sharon Cobb and Jacqueline Honorio as the class representatives in the amount not to exceed ~~\$10,000~~**\$7,500 each (\$15,000 total)**, (3) up to \$228,333.33 in attorneys’ fees and up to \$40,000 in litigation costs and expenses; (4) a \$34,250 PAGA payment, 75% of which (\$25,687.50) will be provided to the California Labor & Workforce Development Agency (“LWDA”) as required under California law, and 25% in Individual PAGA Payments (\$8,562.50) to Aggrieved Employees based on their PAGA Pay Periods, and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$22,500. After deducting the Class Representative Service Awards, attorneys’ fees and costs, the payment to the LWDA, and the Settlement Administrator’s fees and expenses, a total of approximately ~~\$339,916.67~~ **\$344,916.67** will be allocated to Class Members who do not opt out of the settlement (“Net Settlement Amount”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendants’ records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the chart below, along with the applicable data points from which these estimates are derived.

<i>Calculations and Data Points for Estimated Individual Class and PAGA Payments</i>	
Weeks Worked during Class Period	<i>Estimated Individual Class Payment</i>
INSERT	INSERT
PAGA Pay Periods during PAGA Period	<i>Estimated Individual PAGA Payment</i>
INSERT	INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you didn’t perform work for Defendants in California during the PAGA Period.) If you believe that you worked more weeks and/or PAGA Pay Periods during the periods shown in the chart above, you can submit a challenge by **DATE** (“**Response Deadline**”).

At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Class Counsel. The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

YOUR OPTIONS UNDER THE SETTLEMENT

If you worked for Defendants in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

DO NOTHING AND RECEIVE A	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final
---------------------------------	--

SETTLEMENT PAYMENT	approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 below .
EXCLUDE YOURSELF	If you do not wish to participate in the proposed Settlement of the Class Claims, you may “opt out” of the Settlement of the Class Claims. If you choose to opt out, you must submit a Request for Exclusion by [DATE] (see Section 6 below for more details on how to opt out). If you opt out, you will no longer be a participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims, you must submit an Objection stating why you object to the settlement by [DATE] (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks and/or PAGA Pay Periods that you were credited with working in the chart above is incorrect, you may submit a written dispute to Phoenix Settlement Administrators (the “Settlement Administrator”), a third party responsible for sending this Notice (see Section 4 for more details on how to submit a Dispute). Defendants’ records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many workweeks and/or PAGA Pay Periods you believe you should be credited.

1. WHAT IS THIS ACTION ABOUT?

Plaintiffs allege that Defendants violated California labor laws due to the alleged: failure to pay all wages due, including regular, minimum, and overtime wages, meal and rest period violations, failure to maintain accurate employment records, wage statement violations, failure to pay earned wages twice a month, failure to reimburse expenses, failure to timely pay wages during employment, failure to timely pay final wages at termination, and unfair business practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA.

Defendants strongly deny violating any laws or failing to pay any wages and contend that they complied with all applicable laws. Defendants deny that California Cinema Investments LLC ever had any employees.

All Parties are represented by attorneys in this Action. See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Parties hired an experienced, neutral mediator in an effort to resolve the Action by settlement rather than continuing the expensive and time-consuming litigation. The case settled. Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- Defendants Will Pay \$685,000.00 as the “Gross Settlement Amount.” Defendants will deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Plaintiffs’ Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s Costs, and PAGA Penalties to be paid to the LWDA.
- Court Approved Deductions From Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class

Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Individual settlement payments to all Participating Class Members.
 - Service Payments to Plaintiffs Sharon Cobb and Jacqueline Honorio as the class representatives in an amount not to exceed \$~~10,000~~7,500.00 each.
 - Up to \$228,333.33 to Class Counsel in attorneys' fees and up to \$40,000.00 in litigation costs and expenses.
 - Up to \$34,250.00 for PAGA Penalties, 75% of which (\$25,687.50) will be provided to the California Labor & Workforce Development Agency ("LWDA") as required under California law, and 25% in Individual PAGA Payments (\$8,562.50) to Aggrieved Employees based on their PAGA Pay Periods.
 - Approximately \$22,500.00 to the Settlement Administrator for administering the settlement.
 - Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
- Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the remainder of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their pro rata share of total weeks worked during the Class Period.
 - Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of ten percent (10%) of each Individual Class Payment to taxable wages ("Wage Portion") and ninety percent (90%) to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.
 - Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the "void date"). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
 - Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt Out.
 - The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
 - Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Settlement Administrator") to send this Notice, calculate and make payments, and process any Class Members'

Requests for Exclusion. The Settlement Administrator will also decide any disputes over Workweeks and/or PAGA Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

- Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement Amount, Participating Class Members will ~~be legally barred from asserting any of the claims fully released the claims~~ under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you ~~cannot sue, continue to sue, or be part of any other lawsuit against Defendants or will release~~ the "Released Parties" (which means "Defendants and each of their past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), franchisors, general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, professional employer organizations, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, dbas, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them") based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release during the Class Period (the "Released Class Claims"):

All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Operative Class Action Complaint and that occurred during the Class Period (September 26, 2018 to December 6, 2018 and April 6, 2022 to December 31, 2025), including, without limitation, California Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2802, and any federal counterparts, California Business and Professions Code sections 17200-17208, 17071, 17075, California Penal Code sections 484 and 532, California Code of Regulation, Title 8, sections 11000, *et seq.*, any IWC Wage Orders, California Code of Civil Procedure §§ 382 and 1021.5, any cause of action for Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198), Failure to Pay Wages for Hours Worked (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, 1197.1, 558), Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7, 512), Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226), Failure to Pay Wages at Least Twice in a Calendar Month (Cal. Lab. Code § 204), Failure to Reimburse Business Expenses (Cal. Labor Code §§ 2800-2802), Failure to Pay Wages Upon Termination of Employment (Cal. Lab. Code §§ 201-203) and Violations of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*). Participating Class Members, other than the Plaintiffs, do not release any other claims, including claims for vested benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- Release of PAGA Claims. After the Court's judgment is final, and Defendants have paid the Gross Settlement Amount, the Aggrieved Employees shall release the Released Parties from the "Released PAGA Claims" defined as the following:

All Participating and Non-Participating Class Members, who are Aggrieved Employees and the State of California are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaints and PAGA Notice that occurred during the PAGA Period (April 6, 2022 through December 31, 2025) including, including, without limitation, Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2699, *et seq.*, 2800-2802; California Code of Regulations, Title 8, section 11000, *et seq.*; California Business and Professions Code sections 17200-17208, 17071, 17075; California Code of Civil Procedure section 1021.5 and the applicable Industrial Welfare Commission Orders. and all other claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiffs' pre-filing letter to the LWDA. The Released PAGA Claims do not release any class claims or any Aggrieved Employees individual claims, other than Plaintiffs, for wages or any claims for vested benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- **Individual Class Payments.** The Settlement Administrator will calculate Individual Class Payments by (a) dividing the portion of the Net Settlement Amount allocated to the Participating Class Members by the total number of workweeks for all Participating Class Members, and (b) multiplying the result by each Participating Class Members' Weeks Worked.
- **Individual PAGA Payments.** The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$8,562.50 by the total number of PAGA Pay Periods for all Aggrieved Employees, and b) multiplying the result by the number of PAGA Pay Periods for each individual Aggrieved Employee during the PAGA Period.
- **Disputing Weeks and/or PAGA Pay Periods Worked.** The number of weeks you worked during the Class and PAGA Periods, as recorded in Defendants' records, are stated in the tables on page 2 of this Notice. You have until **[DATE]** (the "Response Deadline") to dispute the number of Workweeks and/or PAGA Pay Periods credited to you by submitting evidence to the Settlement Administrator **via fax, email, or mail**. Section 9 of this Notice has the Settlement Administrator's contact information.

You will need to support your dispute by producing evidence to the Settlement Administrator showing that Defendants' records are inaccurate on or before the Response Deadline.

5. HOW WILL I GET PAID?

- Individual Class and PAGA payments will be paid by check and shall be made payable to each Class Member and/or Aggrieved Employee by the Settlement Administrator via regular First-Class U.S. Mail.
- **Your check will be sent to the same address as this Notice. If you change your address, notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.**

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

- You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt out of the Settlement, not later than the Response Deadline.

- If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion,” which must include your full name, present address, email address or telephone number, and a statement setting forth your request to opt out of or be excluded from the Class portion of the Settlement and the Released Class Claims. Be sure to include the required information, personally sign your request, and identify the Action as *Cobb, et al. v. California Cinema Investments, LLC, et al.* You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your Request for Exclusion to the Settlement Administrator by [REDACTED], 2026 (the “Response Deadline”) via fax, email, or mail, or it will be invalid.** Section 9 of the Notice has the Settlement Administrator’s contact information.
- Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by the Class Claims portion of this Settlement, or the Judgment.
- You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment and will be bound by the PAGA Settlement and Judgment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

- Only Participating Class Members have the right to object to the Settlement. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection and include any and all evidence and supporting papers. The Objection must include your full name, present address, email address or telephone number, and signature, as well as the case name and number (*Cobb, et al. v. California Cinema Investments, LLC, et al.*, Case No. 22STCV31218), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator **via fax, email, or mail, at the address listed in Section 9, postmarked on or before [REDACTED], 2026. Section 9 of the Notice has the Settlement Administrator’s contact information.**
- If you do not comply with these procedures, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the Settlement become Final even if you object to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

- On [REDACTED], 2026, at [REDACTED] a.m./p.m., the Court will hold a public hearing in Department SS10 of the Superior Court for the State of California, County of Los Angeles, 312 N. Spring Street, Los Angeles, CA 90012, for the purposes of determining whether the proposed Settlement is fair, adequate, and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiffs’ request for the service payments. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing. It’s possible the Court will reschedule the Final Approval Hearing. You should check with the Settlement Administrator beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing if you wish to attend.

9. HOW CAN I GET MORE INFORMATION?

- If you have questions about this Notice, the process to Opt Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Settlement Administrator for more information or to request that a copy of this Notice be sent to you in the mail. And you may also contact Class Counsel. Contact information for both the Settlement Administrator and Class Counsel is provided here:

Administrator	Class Counsel
Name Mailing Address Telephone Number Fax Email	THE MARKHAM LAW FIRM David R. Markham (SBN 71814) dmarkham@markham-law.com Lisa R. Brevard (SBN 323391) lbrevard@markham-law.com 888 Prospect Street, Suite 200 La Jolla, CA 92037 Telephone: (619) 399-3995 Facsimile: (619) 615-2067 COHELAN KHOURY & SINGER Isam C. Khoury (SBN 58759) ikhoury@ckslaw.com Maggie K. Realin (SBN 263639) mrealin@ckslaw.com 605 C St., Ste. 200 San Diego, CA 92101 Telephone: (619) 595-3001 Facsimile: (619) 595-3000 THE LAW OFFICE OF IAN PANCER Ian M. Pancer (SBN 246600) ian@sandiegolegal.net 4603 Mission Blvd., Suite 220 San Diego, CA 91209 Telephone: (619) 955-6644 Facsimile: (619) 374-7410

- You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.
- This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Isam Khoury in Support of Motion for Preliminary Approval of Class Action Settlement filed on [DATE], 2026 and available to be inspected at any time during regular business hours at the Office of the Clerk, Los Angeles County Superior Court, located at 312 N. Spring Street, CA 90012 or by submitting a request online at <https://www.lacourt.ca.gov/paos/v2web3/DocumentImages>.
- **DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

- If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California State Controller's Unclaimed Property Fund for instructions on how to retrieve

the funds.

11. WHAT IF I CHANGE MY ADDRESS?

- To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

EXHIBIT 4

THE MARKHAM LAW FIRM

David R. Markham (SBN 71814)

dmarkham@markham-law.com

Lisa R. Brevard (SBN 323391)

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605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001/Facsimile: (619) 595-3000

[Additional counsel listed on following page]

Attorneys for Plaintiff SHARON COBB

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SHARON COBB and JACQUELINE
HONORIO, on behalf of themselves and on
behalf of a Class of all other persons
similarly situated,

Plaintiff,

vs.

CALIFORNIA CINEMA INVESTMENTS,
LLC, a Delaware Corporation; USA
CINEMA SERVICES, LLC, a Delaware
Limited Liability Company; and DOES 1
through 10, inclusive,

Defendants.

Case No. 22STCV31218

ASSIGNED FOR ALL PURPOSES TO:

The Honorable William F. Highberger
Department 10

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Continued Hearing Information

Date: ~~July 9, 2026~~ September 2, 2026

Time: 2:30 p.m.

Dept.: 10

Complaint filed: September 26, 2022

Trial date: Not Set

THE LAW OFFICE OF IAN PANCER

Ian M. Pancer (SBN 246600)

ian@sandiegolegal.net

4603 Mission Blvd. Suite 220

San Diego, CA 92109

Telephone: (619) 955-6644/Facsimile: (619) 374-7410

Attorneys for Plaintiff SHARON COBB

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725 South Figueroa Street, 31st Floor

Los Angeles, CA 90017

Telephone: (213) 232-3128/Facsimile: (213) 232-3125

Attorneys for Plaintiff JACQUELINE HONORIO

1 Plaintiffs' Motion for Preliminary Approval of Class and Representative Action
2 Settlement came before this Court on ~~July 9~~September 2, 2026. The Court, having considered
3 the proposed ~~Amended~~ Class Action and PAGA Settlement Agreement ("Settlement
4 Agreement" or "Settlement"), Plaintiffs' Motion for Preliminary Approval, and all papers filed
5 in support, **HEREBY ORDERS THE FOLLOWING:**

6 1. The Court grants preliminary approval of the Settlement and preliminarily finds
7 that: (1) the Settlement is fair, adequate and reasonable to the Class when balanced against the
8 possible risks of further litigation, including issues relating to class certification, liability,
9 calculating damages, and potential appeals; (2) significant investigation, research, and litigation
10 have been conducted, such that the Parties are able to fairly evaluate their respective positions;
11 (3) settlement at this time will avoid the substantial cost, delay and risk presented by further
12 litigation of the action; and (4) the Settlement was reached after serious, informed, and non-
13 collusive negotiations, which were conducted at arms'-length by experienced counsel with the
14 assistance of a reputable mediator.

15 2. The Court finds on a preliminary basis the Settlement Agreement, attached as
16 Exhibit ~~1A~~ to the ~~Supplemental~~ Declaration of ~~Isam C. Khoury~~Maggie Realin, incorporated,
17 and made a part of this Order of preliminary approval, appears to be within the range of
18 reasonableness of a settlement which could ultimately be given final approval by this Court.

19 3. The Court conditionally certifies and approves, for settlement purposes only, the
20 following Class as set forth in the Settlement Agreement:

21 All current and former non-exempt, ~~hourly-paid~~ employees who worked for Defendants
22 in California at any time from September 26, 2018 to December 6, 2018 and April 6,
23 2022 to December 31, 2025 ("Class Period").

24 4. This class includes all Class Members other than those who exclude themselves
25 by timely submitting a valid Request for Exclusion in accordance with the requirements set
26 forth in the Notice and Settlement Agreement.

27 5. For the purposes of this Settlement, David Markham and Lisa Brevard of The
28 Markham Law Firm, Ian M. Pancer of The Law Office of Ian Pancer, Isam C. Khoury and

1 Maggie K. Realin of Cohelan Khoury & Singer, and Kane Moon of Moon Law Group, PC are
2 hereby preliminarily appointed as Class Counsel and shall represent the Class Members in this
3 Class Action. Any Class Member may enter an appearance in the Class Action, at their own
4 expense, either individually or through counsel of their own choice. However, if they do not
5 enter an appearance, they will be represented by Class Counsel.

6 6. For the purposes of this Settlement, Plaintiffs Sharon Cobb and Jacqueline
7 Honorio are hereby preliminarily appointed as the Class Representatives.

8 7. The Court confirms Phoenix Settlement Administrators as the Settlement
9 Administrator and preliminarily approves that Settlement administrative costs shall be paid in
10 accordance with the Settlement Agreement and deducted from the Gross Settlement Amount.
11 To the extent the actual costs of administration of the Settlement are less than the amount
12 anticipated by the Settlement Agreement, the remainder shall become part of the Net
13 Settlement Amount. The cost of administration includes all tasks required of the Settlement
14 Administrator by this Agreement, including the issuance of the Notice to Class Members.
15 Phoenix Settlement Administrators is directed to perform all other responsibilities set forth for
16 the Settlement Administrator as set forth in the Settlement Agreement.

17 8. A Final Approval Hearing shall be held on _____, at _____
18 a.m./p.m. before the Honorable William F. Highberger in Department SS10 of the Superior
19 Court for the County of Los Angeles. The purpose of such Hearing will be to: (a) determine
20 whether the proposed Settlement should be finally approved by the Court as fair, reasonable
21 and adequate and in the best interests of the Class Members; (b) determine the reasonableness
22 of Class Counsel's request for attorneys' fees and costs; (c) determine the reasonableness of the
23 Service Payments requested for the Class Representatives; and (d) order entry of Judgment in
24 the Class Action, which shall constitute a complete Release ~~and bar~~ with respect to the
25 Released Claims described in Sections E of the Settlement Agreement.

26 9. The Court hereby approves, as to form and content, the Notice of Class Action
27 Settlement ("Class Notice") attached as **Exhibit A** to the Settlement Agreement and
28 incorporated by reference herein. The Court finds the dates and procedure for mailing and

1 distributing the Class Notice in the manner set forth in the Settlement Agreement meets the
2 requirements of due process and is the best notice practicable under the circumstances and shall
3 constitute due and sufficient notice to all persons entitled thereto.

4 10. The Court directs the mailing of the Court approved Class Notice via U.S. First
5 Class mail to Class Members in accordance with the schedule and procedures set forth in the
6 Settlement.

7 a. Within fourteen (14) calendar days of the entry of this Order, Defendants
8 will provide the Settlement Administrator the Class Data in an electronic format showing:

9 i. the full name, last known mailing address, and Social Security
10 Number of each Class Member; and

11 ii. the information necessary to determine the estimated settlement
12 allocation to each Settlement Class Member, including without limitation, the total number of
13 workweeks worked by each Class Member and the pay periods worked by each Aggrieved
14 Employee within the relevant time periods.

15 b. The Settlement Administrator shall mail to Class Members' last known
16 address the Class Notice within fourteen (14) calendar days after the Settlement Administrator
17 receives the Class Data from Defendants. If a mailing is returned as undeliverable to a Class
18 Member, then the Settlement Administrator will use reasonable efforts, as set forth in the
19 Settlement, to obtain a valid current address for that Class Member, and shall send, by first-
20 class mail, a second copy of the mailing to the Class Member. Prior to the Notice Mailing Date,
21 the Settlement Administrator shall establish the toll-free line and website where the Class
22 Notice shall be posted, and include this information within the Class Notice. Should the Class
23 Notice be re-mailed as provided in this Settlement Agreement, the Response Deadline will be
24 extended an additional fourteen (14) calendar days from the date of re-mailing, even if this
25 results in an extension of the otherwise applicable 45-day Response Deadline.

26 11. Class Members may request exclusion from the Class by submitting a Request
27 for Exclusion. In order to be valid, the Request for Exclusion must be signed and faxed,
28 emailed, or postmarked to the Settlement Administrator no later than forty-five (45) days after

1 the date the Class Notice was first mailed. If a Class Member submits a Request for Exclusion
2 that fails to include all required information or that cannot be verified by the Settlement
3 Administrator as being an authentic submission by the Class Member, it will be considered
4 invalid, and the Settlement Administrator shall mail notification of the deficiency to the Class
5 Member. Any Class Member who submits a valid and timely Request for Exclusion will not be
6 entitled to any recovery under the Settlement and will not be bound by the Settlement or have
7 any right to object, appeal or comment thereon (aside from any recovery allocated to PAGA
8 penalties under the Settlement and the release of claims under PAGA). Class Members who fail
9 to submit valid and timely Request for Exclusion shall be bound by all terms of the Settlement
10 and any Final Judgment.

11 12. Class Members who do not submit a Request for Exclusion may object to the
12 Settlement and appear at the Final Approval Hearing to show cause why the proposed
13 Settlement should not be approved, Judgment in the Class Action should not be entered, and to
14 present any opposition to the application of Class Counsel for attorneys' fees, costs and
15 expenses, or the Class Representatives' Service Payments. In order to object to the proposed
16 Settlement in writing, the Class Member must submit an objection to the Settlement
17 Administrator by fax, email, or mail, stating the basis for the objection, no later than forty-five
18 (45) days after the date the Class Notice was first mailed. The objecting party may also appear
19 personally or through counsel at the Final Approval Hearing, whether or not the objecting party
20 had submitted a written objection, but no appearance is required for an objection to be
21 considered by the Court. Any Class Member who does not make his or her objection in the
22 manner provided for herein shall be deemed to have waived such objection and shall forever be
23 foreclosed from making any objection to the fairness or adequacy of the proposed Settlement
24 Agreement or to the award of attorneys' fees and costs and expenses to Class Counsel and/or
25 the Service Payments to the Class Representatives unless otherwise ordered by the Court. The
26 administrator will verify the final number of opt-outs and/or objections in a declaration to be
27 filed with the Court concurrently with the final approval motion. Plaintiffs and/or Defendants
28 may file responses to any properly filed objections at least five (5) calendar days before the

1 date of the Final Approval Hearing.

2 13. The Court hereby preliminarily approves the definition and disposition of the
3 Gross Settlement Amount as that term is defined in the Settlement Agreement. The Court
4 preliminarily approves the distribution of Gross Settlement Amount, all subject to the Court's
5 Final Approval of the Settlement at the Final Approval Hearing. Assuming the Settlement
6 receives Final Approval, Defendants shall be required to pay only the Gross Settlement
7 Amount in the total amount of Six Hundred Eighty-Five Thousand Dollars (\$685,000.00), plus
8 employer payroll taxes separate and in addition to the Gross Settlement Amount.

9 14. Upon entry of Judgment by the Court in accordance with the Settlement
10 Agreement, the Class Members shall fully and finally Release and discharge the Released
11 Parties from the claims released in the Settlement, as provided in Settlement Agreement.

12 15. The following dates shall govern for the purpose of this Settlement.

Schedule for Execution of Settlement	
No later than fourteen (14) calendar days after the entry if this Order [by _____]	Last day for Defendants to provide Class Data to Settlement Administrator
No more than fourteen (14) calendar days after Settlement Administrator receives Class Data [by _____]	Last day for Settlement Administrator to mail Notice to Class Members.
No more than forty-five (45) calendar days after mailing of Class Notice [on or before _____, unless extended by re-mailing]	Last day to object to or opt out of the Settlement.
No later than sixteen (16) court days before the Final Approval Hearing [by _____]	Last day to file papers in support of the Settlement and any application for reimbursement of attorneys' fees and expenses, Class Representatives' Service Payments, including any expenses associated with or incurred by the Settlement Administrator.
No later than five (5) calendar days before the Final Approval Hearing [by _____].	Last day for Plaintiff's counsel and/or Defendants' counsel to file a response to any properly filed objection to the Settlement by a Class Member.
_____ at _____ a.m./p.m.	Final Approval Hearing.

1 16. The Court reserves the right to adjourn the date of the Final Approval Hearing
2 without further notice to the Class Members and retains jurisdiction to consider all further
3 applications arising out of or connected with the proposed Settlement.

4 17. In the event: (i) the Court does not finally approve the Settlement as
5 contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval
6 Order as contemplated by the Settlement Agreement, which becomes final as a result of the
7 occurrence of the Effective Date (as that term is defined by in the Settlement); (iii) Plaintiffs or
8 Defendants elect to void the Settlement as provided under the terms of the Settlement
9 Agreement; or (iv) the Settlement does not become final for any other reason, the Settlement
10 and related Class shall be null and void and any order or judgment entered by this Court in
11 furtherance of the Settlement shall be deemed as void from the beginning. In such a case, the
12 Parties and any funds to be awarded under this Settlement shall be returned to their respective
13 statuses as of the date and time immediately prior to the execution of the Settlement, and the
14 Parties shall proceed in all respects as if the Settlement Agreement had not been executed.

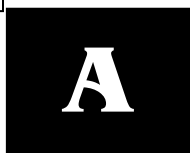
15 18. If, for any reason, the Settlement Agreement is not finally approved or does not
16 become effective, this Order Granting Preliminary Approval shall be deemed vacated and shall
17 have no force or effect whatsoever, and the Action shall proceed as if no settlement had been
18 attempted.

19 **IT IS SO ORDERED.**

20
21 Dated: _____

Honorable William F. Highberger
Judge of the Superior Court

EXHIBIT 5



Quintilone & Associates

22974 EL TORO ROAD, SUITE 100
LAKE FOREST, CA 92630-4961
E-MAIL: REQ@QUINTLAW.COM

PHONE: 949.458.9675
FAX: 949.458.9679
WWW.QUINTLAW.COM

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to Employers below)

September 23, 2022

Private Attorneys General Act
PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

RE: **Cobb v. California Cinema Investments, LLC, et al.**
LASC Case No.
Q&A Case No.

To Whom It May Concern:

The purpose of this correspondence is to inform you that pursuant to the California Labor Code Private Attorney General Act of 2004 ("the Act") (Cal. Labor Code §2698 *et. seq.*), **Sharon Cobb** ("**Ms. Cobb**" or "Plaintiff") and a putative class, as aggrieved employees of **California Cinema Investments, LLC**, a Delaware Limited Liability Company; and any subsidiaries or affiliated companies (hereinafter collectively referred to as "Defendants"), intend to avail themselves of the protections of the Act. Additionally, this correspondence will serve to satisfy the notice requirements of the Act, along with the copy of Plaintiff's [Proposed] Complaint which is enclosed with this Notice letter as **Exhibit A** and will be filed promptly in Court upon the completion of the notice period under Labor Code § 2699.3(a).

Ms. Cobb alleges in the enclosed Class Action Complaint, on behalf of herself and other similarly situated aggrieved non-exempt employees, that **Defendants** failed to pay minimum wages, overtime wages and related penalties in violation of the Labor Code §§ 558, 1194, 1197, 1197.1 and 1198; paid employees for less hours than they worked by requiring them to work overtime and/or off the clock in violation of Labor Code §§ 510, 1194 and 1198; failed to provide meal periods or compensation in lieu thereof in violation of Labor Code §§ 226.7 and 512; failed to provide rest periods or compensation in lieu thereof in violation of Labor Code §§ 226.7 and 512; failed to provide accurate itemized wage statements in violation of Labor Code § 226; failed to maintain accurate payroll records in violation of Labor Code § 226; failed to reimburse necessary business expenses under Labor Code § 2802; failed to pay wages of terminated or resigned employees in violation of

Labor Code § 203; engaged in unlawful competition in violation of Cal. Business & Professions Code §§ 17000, *et seq.*; and participated in unfair business practices in violation of Cal. Business & Professions Code §§ 17200, *et seq.*

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek. Here, Plaintiff and other aggrieved employees were not paid at the proper corresponding rate for all hours worked.

Ms. Cobb started working for **Defendants** in approximately **November 2013** and was **terminated in August 2021**. Similar to the members of the aggrieved class, she was a non-exempt employee in the state of California who worked more than eight (8) hours in any given day and/or more than forty (40) hours in any given week, and was not paid all overtime compensation owed; who did not receive a ten (10) minute rest period for every three and a half (3.5) hours worked in any given workday; and who worked more than five (5) hours in any given day, but did not receive an uninterrupted meal period of at least thirty (30) minutes in length. The conduct addressed herein allowed **Defendants** to unfairly compete in the California consumer market.

Ms. Cobb was employed by **Defendants** in Southern California. **Ms. Cobb** was a Substance Abuse Counselor at Defendants' Santa Ana, California methadone clinic. Defendant requires employees to work long mandatory overtime hours and to work through lawful meal and rest breaks without receiving statutory compensation though it could be recorded in the relevant timekeeping system. This conduct allowed **Defendants** to unfairly compete in the California consumer healthcare market.

Additionally, **Ms. Cobb** was not paid all wages owed. For example, as with the other aggrieved employees, **Ms. Cobb** worked a substantial number of overtime and regular hours for which she was not compensated. **Defendants** failed to keep accurate records of the wages earned by Mr. Fleming and other aggrieved employees. Further, due to the nature of the work and fast-paced environment at **Defendants'** methadone clinics, **Ms. Cobb** and others were unable to take lawfully compliant meal and rest breaks. She and other non-exempt employees were sometimes required to tend to their clients and were not always provided a compliant meal period, nor were the employees paid an additional one hour of pay. Since **Ms. Cobb** and the aggrieved employees were not paid all overtime and premium wages for missed meal and missed rest breaks pursuant to Labor Code § 226.7, she and the aggrieved employees never received all wages due and did not receive accurate pay stubs.

As a result of these failures to pay wages, and **Defendants'** failure to provide one hour of pay at the regular rate for meal and rest period violations, **Defendants** failed to pay **Ms. Cobb** and similarly aggrieved employees all wages owed in a timely manner pursuant to Labor Code § 204. With this in mind, the wage statements provided to **Ms. Cobb** and the similarly aggrieved employees failed to accurately itemize all of the requirements set forth in Labor Code § 226(a), including total hours worked, all applicable wage rates and the

proper calculation of the rates, total net wages earned, and the total wages earned at the applicable rates. As a result of these unlawful business practices, **Ms. Cobb** and the aggrieved employees have not received all premium pay owed and have incurred lost wages, along with other losses and penalties for the violations addressed herein.

To prevent the above-described violations from occurring and to remedy past violations, **Ms. Cobb** would like to request that the LWDA conduct an investigation into **Defendants'** employment practices.

Sincerely,

QUINTILONE & ASSOCIATES



JEFFREY T. GREEN, ESQ.

JTG: jg

Enclosures

CC:

California Cinema Investments, LLC's Agent for Service of Process

CSC – Lawyers Incorporating Service

2710 Gateway Oaks Dr.

Sacramento, CA 95833

Exhibit “A”

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JEFFREY T. GREEN (SBN 330065)
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Attorneys for Plaintiff, SHARON COBB, on behalf of herself and on behalf of a Class of all other persons similarly situated.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

SHARON COBB, on behalf of herself and on behalf of a Class of all other persons similarly situated

Plaintiff,

vs.

CALIFORNIA CINEMA INVESTMENTS, LLC, a Delaware Limited Liability Company; and DOES 1 through 10, inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned For All Purposes To:

**Hon.
Dept.**

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY OVERTIME COMPENSATION;**
- 2. FAILURE TO PAY WAGES FOR ALL HOURS WORKED;**
- 3. FAILURE TO PROVIDE MEAL PERIODS;**
- 4. FAILURE TO PROVIDE REST PERIODS;**
- 5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 6. FAILURE TO PAY WAGES DUE AND PAYABLE TWICE MONTHLY**
- 7. FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES;**
- 8. FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT; and**
- 9. UNLAWFUL COMPETITION AND UNLAWFUL BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

1 All allegations in this Class Action Complaint are based upon information and belief except for
2 those allegations, which pertain to the PLAINTIFF and her counsel. Each allegation in this Complaint either
3 has evidentiary support or is likely to have evidentiary support after discovery. PLAINTIFF SHARON
4 COBB (“Plaintiff”), on behalf of herself and all others similarly situated, complains of DEFENDANTS, and
5 each of them, and for causes of action in this Class Action Complaint alleges:

6 **1. INTRODUCTION**

7 1. This is a class action, pursuant to California Code of Civil Procedure § 382, on behalf of
8 Plaintiff and all non-exempt employees employed by, or formerly employed by, CALIFORNIA CINEMA
9 INVESTMENTS, LLC, a Delaware Limited Liability Company; and DOES 1 through 100
10 (collectively “Defendants”), within the State of California. These non-exempt employees who are employed
11 by, or who were formerly employed by, Defendants within the State of California are hereinafter referred to
12 individually as “Class Members” and collectively as the “Class” or “Classes.”

13 2. For at least four years prior to the filing of this action and through to the present (“relevant
14 time period” or “liability period”), Defendants consistently maintained and enforced against Defendants’
15 non-exempt server employees, among others, the below addressed unlawful practices and policies, in
16 violation of California state wage and hour laws, including:

17 (a) During the relevant time period, Defendants had a consistent policy of requiring
18 employees to work more than eight (8) hours in any given day and/or more than
19 forty (40) hours in any given week, and of not paying them all overtime
20 compensation pursuant to applicable California Labor Code requirements;

21 (b) During the relevant time period, Defendants had a consistent policy of requiring
22 Class Members within the State of California, including Plaintiff, to work at least
23 five (5) hours without a lawful meal period and failing to pay such employees one
24 (1) hour of pay at the employees’ regular rate of compensation for each workday
25 that the meal period is not provided, as required by California state wage and hour
26 laws.

27 (c) During the relevant time period, Defendants have had a consistent policy of failing
28 to provide Class Members within the State of California, including Plaintiff, rest

periods of at least (10) minutes per three and a half (3.5) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided, as required by California state wage and hour laws.

(d) With respect to Class Members who either were discharged, laid off, or resigned, during the relevant time period, Defendants failed to pay them in accordance with the requirements of Labor Code §§ 201, 202, 203;

(e) During the Relevant Time Period, Defendants have had a consistent policy of failing to provide Class Members within the State of California, including Plaintiff, reimbursement of all necessary business expenses incurred in performing their job duties, including for certain required personal cell phone expenses and data usage, as required under Labor Code § 2802; and

(f) During the relevant time period, Defendants failed to maintain accurate records of Class Members' earned wages and work periods as evidenced by Defendants' failure to keep adequate records of when meal periods were taken.

3. Plaintiff, on behalf of herself and all other Class Members, brings this action pursuant to California Labor Code §§ 201, 202, 203, 204, 218, 218.6, 226, 226.7, 510, 511, 512, 1174, 1194, 1197, 1197.1, 1199, 2802, and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid overtime, meal and rest period compensation, reimbursement of business expenses, penalties, injunctive, and other equitable relief, and reasonable attorneys' fees and costs.

4. Plaintiff, on behalf of herself and all Classes, pursuant to Business and Professions Code §§ 17200-17208, also seeks injunctive relief and restitution for the unfair, unlawful, or fraudulent practices alleged in this Complaint.

2. PARTIES

A. Plaintiff

5. Plaintiff SHARON COBB, at all relevant times, was and is a resident of California. Plaintiff was employed by Defendants and was sent to work in various locations, including as a non-exempt employee, and consistently worked more than eight (8) hours a day at Defendants' behest without

1 being paid all wages due. More specifically, Plaintiff and the other similarly situated Class Members were
2 employed by Defendants and worked at Defendants' locations, with assigned responsibilities including
3 catering to Defendants' movie-going clientele throughout the State of California, and handling money for
4 Defendants. Plaintiff was employed by Defendants from approximately **November 2013** to **August 2021**
5 and (1) shared similar job duties and responsibilities (2) was subjected to the same policies and practices (3)
6 endured similar violations at the hands of Defendants as the other Class Members who served in similar
7 and related positions.

8 6. Defendants failed to record accurate time worked by these employees, and provided
9 Plaintiff and the Class Members with inaccurate wage statements that prevented Plaintiff and the Class
10 from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class with
11 lawful meal and rest periods, as employees were not provided with the opportunity to take uninterrupted
12 and duty-free rest periods and meal breaks as required by the Labor Code.

13 **B. Defendants**

14 7. CALIFORNIA CINEMA INVESTMENTS, LLC, a Delaware Limited Liability
15 Company; and DOES 1 through 100 (collectively "Defendants"), do business within the State of
16 California. Defendant CALIFORNIA CINEMA INVESTMENTS, LLC does business throughout
17 the United States and in California providing listed a principal office in Los Angeles. Defendants are
18 a luxury movie theatre company that employs full and part-time hourly employees throughout the
19 state.

20 8. The true names and capacities, whether individual, corporate, associate, or otherwise, of
21 Defendants sued herein as DOES 1 to 100, inclusive, are currently unknown to Plaintiff, who therefore sues
22 Defendants by such fictitious names under California Code of Civil Procedure § 474. Plaintiff is informed
23 and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally
24 responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to
25 amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as
26 DOES when such identities become known.

27 9. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in
28 all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business

1 plan or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to
2 the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer
3 of Plaintiff and the Classes.

4 10. Venue as to each Defendant is proper in this judicial district, pursuant to California Code of
5 Civil Procedure § 395. On information and belief, Defendants CALIFORNIA CINEMA
6 INVESTMENTS, LLC and DOES 1-100 operate and are doing business as Cinépolis Movie Theaters
7 (see <http://www.cinepolisusa.com>), with headquarters in Los Angeles, California. Each Defendant is within
8 the jurisdiction of this Court. The unlawful acts alleged herein have had a direct effect on Plaintiff and those
9 similarly situated within the State of California and the County of Los Angeles. Defendants employ
10 numerous Class Members in Los Angeles County and throughout the State of California.

11 **3. FACTUAL BACKGROUND**

12 11. Plaintiff and the Class Members are, and at all times pertinent hereto have been, non-exempt
13 employees within the meaning of the California Labor Code and the implementing rules and regulations of
14 IWC California Wage Orders. Defendants hire hourly employees who work in non-exempt positions at the
15 direction of Defendants in the State of California.

16 12. During the course of Plaintiff and the Class Members' employment with Defendants, they
17 were not paid all wages they were owed, including for all work performed (resulting in "off-the-
18 clock" work) and for all overtime hours worked and were forced to work off-the-clock to keep labor
19 budgets low almost every Friday and Saturday, especially the first week of new releases. Plaintiff and
20 the Class Members were sometimes asked to work shifts over eight (8) hours and to work over forth
21 (40) hours in a work week, and it was company policy to not pay overtime. Although Plaintiff and the
22 Class Members were paid bi-weekly by Defendants, the pay never reflected any overtime hours that
23 Plaintiff and the Class Members worked, and were also required by Defendants to perform required
24 work duties and tasks without pay and while off-the-clock. As a result, Plaintiff and the Class
25 Members worked substantial overtime hours during their employment with Defendants for which
26 they were not compensated, in violation of the California Labor Code.

27 13. As a matter of uniform Company policy, Plaintiff and the Class Members were
28 required to work off-the-clock which was not compensated by Defendants in violation of the

1 California Labor Code. Plaintiff and the Class Members were also not paid regular wages and
2 overtime for the time they were required to comply with other requirements imposed upon them,
3 which they had to complete while off-duty and without compensation.

4 14. As a result of these requirements to work off-the-clock, the daily work demands and
5 pressures to work through breaks, and the other wage violations they endured at Defendants' hands, Plaintiff
6 and the Class Members were not properly paid for all wages earned and for all wages when working more
7 than eight (8) hours in any given day and/or more than forty (40) hours in any given week. As a result of
8 Defendants' unlawful policies and practices, Plaintiff and Class Members were required to typically
9 work more than eight hours on most work days and worked more than 40 hours in each of their work
10 weeks, thus consistently incurring overtime hours worked, but Plaintiff estimates they were not paid
11 by Defendants for at least 2-3 hours of overtime per week.

12 15. However, Defendants followed a policy and practice of further denying overtime payments
13 to Plaintiff and the Class Members at an overtime rate of 1.5 times the regular rate for the first eight hours of
14 the seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular rate for
15 hours worked over eight (8) on the seventh consecutive work day, as required under the Labor Code and
16 applicable IWC Wage Orders.

17 16. Plaintiff and the Class Members were forced to meet the needs of Defendants' clientele, and
18 could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take
19 off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to
20 Defendants' policies and practices. On the occasions when Plaintiff and the Class Members were provided
21 with a meal period, it was often untimely or interrupted, as they were required to respond to work demands,
22 and they were not provided with one (1) hour's wages in lieu thereof. Meal period violations thus occurred
23 in one or more of the following manners:

- 24 (a) Class Members were not provided full thirty-minute duty free meal periods for work
25 days in excess of five (5) hours and were not compensated one (1) hour's wages in
26 lieu thereof, all in violation of, among others, Labor Code §§ 226.7, 512, and the
27 applicable Industrial Welfare Commission Wage Order(s);
28

- (b) Class Members were not provided second full thirty-minute duty free meal periods for work days in excess of ten (10) hours;
- (c) Class Members were required to work through at least part of their daily meal period(s);
- (d) Meal period were provided after five hours of continuous work during a shift; and
- (e) Class Members were restricted in their ability to take a full thirty-minute meal period.

17. Plaintiff and the Defendants' non-exempt employees were also not authorized and permitted to take lawful rest periods, were often asked by Defendants to work through or during breaks, and were not provided with one (1) hour's wages in lieu thereof. Rest period violations therefore arose in one or more of the following manners:

- (a) Class Members were required to work without being provided a minimum ten minute rest period for every three and a half (3.5) hours or major fraction thereof worked and were not compensated one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not provided;
- (b) Class Members were not authorized and permitted to take timely rest periods for every four hours worked, or major fraction thereof; and
- (c) Class Members were restricted in their ability to take their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods.

18. As a result of these illegal policies and practices, Defendants engaged in and enforced the following additional unlawful practices and policies against Plaintiff and the Class Members he seeks to represent:

- (a) failing to pay all wages owed to Class Members who either were discharged, laid off, or resigned in accordance with the requirements of Labor Code §§ 201, 202, 203;
- (b) failing to pay all wages owed to the Class Members twice monthly in accordance with the requirements of Labor Code § 204;

1 (c) failing to pay Class Members all wages owed, including all meal and rest period
2 premium wages; and

3 (d) failing to maintain accurate records of Class Members' earned wages and meal
4 periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of the
5 applicable IWC Wage Orders.

6 19. Defendants have made it difficult to account with precision for the unlawfully withheld meal
7 and rest period compensation owed to Plaintiff and the Class, during the liability period, because they did
8 not implement and preserve a record-keeping method as required for non-exempt server employees by
9 California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon
10 information and belief, time clock punches were not maintained, or were not accurately maintained, for
11 work shifts and meal periods, and were automatically presumed by Defendants to have been lawfully
12 provided when they were not. Defendants also failed to accurately record and pay for all overtime hours
13 worked and submitted by Plaintiff and the Class Members. Defendants have thus also failed to comply with
14 Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and
15 the Class Members, along with the appropriate applicable rates, among others requirements. Plaintiff and
16 Class Members are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to
17 Labor Code § 226(b).

18 20. Defendants have failed to comply with paragraph 7 of the applicable California IWC Wage
19 Orders by failing to maintain time records showing when the employee begins and ends each work period,
20 meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in
21 wage statements all deductions from payment of wages and accurately reporting total hours worked by the
22 Class Members.

23 21. Plaintiff and the Class Members were also often required to incur cellular phone and data
24 usage requirements to communicate with Defendants and management and to complete and submit required
25 work tasks, all without reimbursement. These are expenses for which Plaintiff and the Class Members were
26 never reimbursed, in violation of California Labor Code § 2802(a) and the applicable California Code of
27 Regulations. Specifically, Defendants made Plaintiff and the Class Members download via their
28 smartphones an application ("app") called PlexCall View. This app enabled Plaintiff and the Class

Members to be notified if a patron of Defendants needed to be served, and what that patron's order was. PlexCall View, although being a free app, would consume data on Plaintiff and the Class Members' phones. Plaintiff and the Class Members were never reimbursed for this usage of data, and thus Defendants have violated Labor Code § 2802. Further, Plaintiff and the Class Members were made to purchase clothing such as shirts and shoes in order to complete their necessary job duties for Defendants.

22. On information and belief, Plaintiff alleges that Defendants' actions as described throughout this Complaint were willful.

4. CLASS ALLEGATIONS

23. Plaintiff brings this action on behalf of herself and all others similarly situated as a class action pursuant to California Code of Civil Procedure § 382. Plaintiff seeks to represent a Class composed of and defined as:

All persons who are employed or have been employed by Defendants in the State of California who, during any time from four years prior to the filing of this class action to the present, have worked as non-exempt employees.

Further, Plaintiff seeks to represent the following subclasses composed of and defined as follows:

- (a) **Subclass 1. Overtime Subclass.** All Class Members who worked more than eight (8) hours in a day and/or forty (40) hours in any given week and who were not paid overtime compensation pursuant to the Labor Code and applicable IWC Wage Order requirements.
- (b) **Subclass 2. Meal Break Subclass.** All Class Members who have not been provided a meal period for every five (5) hours or major fraction thereof worked per day, and were not provided one (1) hour's pay for each day on which such meal period was not provided pursuant to Labor Code § 226.7 and § 512.
- (c) **Subclass 3. Rest Period Subclass.** All Class Members who have not been provided a rest period for every three and a half (3.5) hours or major fraction thereof worked per day, and were not provided compensation of one (1) hour's pay for each day on which such rest period was not provided pursuant to Labor Code § 226.7 and § 512.

- (d) **Subclass 4. Paystub Subclass.** All Class Members who were not provided an itemized wage statement accurately showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate for Class Members paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code § 226.
- (e) **Subclass 5. Wage Payment Subclass.** All Class Members who were not provided all straight time wages earned pursuant to the Labor Code and applicable IWC Wage Orders.
- (f) **Subclass 6. Twice Monthly Pay Subclass.** All Class Members who were not paid twice monthly in accordance with Labor Code § 204.
- (g) **Subclass 7. Expense Reimbursement Subclass.** All Class Members who were not reimbursed for their business expenses pursuant to Labor Code § 2802.
- (h) **Subclass 8. Termination Pay Subclass.** All Class Members who were not provided all wages due upon termination or resignation pursuant to Labor Code §§ 200 through 203.
- (i) **Subclass 9. B&P Code § 17200 Subclass.** All Class Members who were subjected to Defendants' unlawful, unfair or fraudulent business acts or practices in the form of Labor Code violations regarding overtime, meal periods, rest periods, expense reimbursement or minimum wages and/or waiting time penalties.

24. Plaintiff reserves the right under Rule 1855(b) of the California Rules of Court, to amend or modify the class descriptions with greater specificity or to provide further division into subclasses or limitation to particular issues.

25. This action has been brought and may properly be maintained as a class action under the provisions of the California Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation and the proposed Classes are easily ascertainable.

A. Numerosity

26. The potential members of each Class as defined are so numerous that joinder of all the members of the Class is impracticable. Plaintiff estimates there are at least several hundred Class Members, and possibly several thousand, which is sufficient to satisfy the numerosity requirement. While the precise number of Class Members has not been determined at this time, Plaintiff is informed and believes that Defendants currently employ, and during the relevant time periods employed, sufficiently numerous employees in positions as Defendants' non-exempt server employees in California, who are or have been affected by Defendants' unlawful practices as alleged herein.

27. Employee turnover during the relevant time period will increase this number substantially. Upon information and belief, Plaintiff alleges Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Classes is not practicable.

B. Commonality

28. There are questions of law and fact common to each Class predominating over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

- (a) Whether Defendants violated Labor Code §§ 226.7 and 512, section 4 of the IWC Wage Orders, and Cal. Code of Regulations Title 8, § 11000 *et seq.* by failing to provide a meal period to non-exempt employees on days they worked work periods in excess of five (5) hours and failing to compensate said employees one (1) hour's wages in lieu of meal periods;
- (b) Whether Defendants violated Labor Code § 226.7 and the IWC Wage Orders, and Cal. Code of Regulations Title 8, § 11000 *et seq.* by failing to authorize and permit all daily ten (10) minute rest periods to non-exempt employees for every three and a half (3.5) hours and/or 7 hours or major fraction thereof worked and failing to compensate said employees one (1) hour's wages in lieu of rest periods;
- (c) Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages and work periods;

- 1 (d) Whether Defendants violated Labor Code § 1194 by failing to compensate all
2 employees during the relevant time period for all hours worked, whether regular or
3 overtime;
- 4 (e) Whether Defendants violated Labor Code § 2802 by failing to compensate all
5 employees during the relevant time period for all business expenses incurred in the
6 discharge of their duties;
- 7 (f) Whether Defendants violated Business and Professions Code § 17200 *et seq.* by
8 failing to provide meal and rest periods without compensating non-exempt
9 employees one (1) hour's pay for every day such periods were not provided, failing
10 to pay compensation for denied meal and rest periods due and owing at the time a
11 Class Member's employment with Defendants terminated, and failing to keep
12 accurate records;
- 13 (g) Whether Defendants violated section 17200 *et seq.* of the Business and Professions
14 Code, Labor Code §§ 201-203, 204, 226.7, 512, 1174, and applicable IWC Wage
15 Orders, which constitutes a violation of fundamental public policy;
- 16 (h) Whether Plaintiff and the Class Members are entitled to equitable relief pursuant to
17 Business and Professions Code § 17200 *et seq.*; and

18 There are common answers to these questions which further demonstrate that class treatment in
19 appropriate in this case.

20 **C. Typicality**

21 29. The claims of the named Plaintiff are typical of the claims of the Class Members. Plaintiff
22 and all members of each Class sustained injuries and damages arising out of and caused by Defendants'
23 common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

24 **D. Adequacy of Representation**

25 30. Plaintiff will fairly and adequately represent and protect the interests of the members of each
26 Class. Counsel who represent Plaintiff are competent and highly experienced in litigating large employment
27 class actions.

28 **E. Superiority of Class Action**

31. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to each Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' unlawful policies and practices alleged in the Complaint.

32. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

33. Plaintiff contemplates the eventual issuance of notice to the proposed Class Members of each Plaintiff Classes that would set forth the subject and nature of the instant action. The Defendants' own business records can be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notice is required additional media and/or mailings can be used.

FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME COMPENSATION

[CALIFORNIA LABOR CODE §§ 510, 1194 and 1198]

(Against All Defendants)

34. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

35. This claim is brought by Plaintiff, on behalf of himself and on behalf of the Class and the subclasses thereof.

36. In California, employees must be paid at least the then applicable state minimum wage for all hours worked. (IWC Wage Order MW-2014).

37. California Labor Code § 1194 provides that “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.” The action may be maintained

1 directly against the employer in an employee's name without first filing a claim with the Department of
2 Labor Standards and Enforcement.

3 38. Employees in California shall not be employed more than eight hours in any work day,
4 and/or more than forty hours in any workweek, unless they receive additional compensation beyond their
5 regular wages in amounts specified by law. More specifically, Labor Code § 510 codifies the right to
6 overtime compensation at one and one-half times the regular hourly rate for hours worked in excess of eight
7 (8) hours in a day or forty (40) hours in a week.

8 39. California Labor Code § 1198 provides that "[T]he maximum hours of work and the
9 standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard
10 conditions of labor for employees. The employment of any employee for longer hours than those fixed by
11 the order or under conditions of labor prohibited by the order is unlawful."

12 40. At all times relevant hereto, the Labor Code requirements and paragraph 3 of the applicable
13 IWC Wage Orders also provided for payment of overtime wages equal to one and one-half times an
14 employee's regular rate of pay for all hours worked over 8 hours a day and/or forty (40) hours in a work
15 week, and for the first eight (8) hours on the seventh consecutive day of work in a work week.

16 41. Defendants, and each of them, have intentionally and improperly avoided payment of
17 overtime wages in violation of the California Labor Code and California Code of Regulations and the IWC
18 Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement, as described
19 above. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-
20 exempt server employees to work through meal periods when they were required to be clocked out.
21 Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or
22 modified certain employees' hours, and imposed difficult to attain job and scheduling requirements on
23 Plaintiff and the Class Members, which resulted in an underpayment of wages to employees over a period of
24 time while benefiting Defendants.

25 42. At all times relevant hereto, Plaintiff and the Class Members have worked more than eight
26 (8) hours in a workday, and/or more than forty (40) hours in a workweek, as employees of Defendants.
27 During the relevant time period, Plaintiff and the Class Members were not fully paid for all the hours they
28 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week as a result of

1 Defendants' above described policies and practices. In addition to the other overtime payments Defendants
2 failed to make for all off the clock work, Defendants have scheduled Plaintiff and the Class Members to
3 occasionally work shifts for seven consecutive days in a row. However, Defendants followed a policy and
4 practice of further denying overtime payments to Plaintiff and the Class Members at an overtime rate of 1.5
5 times the regular rate for the first eight hours of the seventh consecutive work day in a week and overtime
6 payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh consecutive
7 work day, as required under the Labor Code § 510 and paragraph 3 of the applicable IWC Wage Orders.

8 43. Therefore, Plaintiff and the Class Members were not properly paid for all hours worked,
9 including for the hours worked in excess of the maximum hours permissible by law under California Labor
10 Code § 1194, § 1197 and § 1198 and the provisions of IWC Wage Orders and the applicable California
11 Code of Regulations sections.

12 44. On information and belief, Plaintiff and the Class Members allege that Defendants
13 followed an unlawful policy and practice of refusing to pay and failing to pay them for all wages
14 earned in each pay period, including by requiring and compelling off the clock work, by failing
15 to pay for overtime hours worked, and for the other reasons set forth in detail above.

16 45. As a result of Defendants' failure to pay overtime pay throughout Plaintiff and the
17 Class Members' employment, Defendants intentionally failed to provide Plaintiff and the Class
18 Members with all earned wages earned by and owed to them during the corresponding pay
19 periods. Defendants willfully violated the provisions of Labor Code § 1194, the applicable IWC
20 Wage Orders, and California law by failing to properly pay Plaintiff and the Class the overtime
21 pay that Plaintiff and the Class Members were due.

22 46. Defendants' failure to pay Plaintiff and the Class Members all wages owed to
23 them also violated California Penal Code §§ 484 and 532 (obtaining labor through false
24 pretenses), to the extent their managers specifically instructed them that they were not entitled to
25 receive overtime under the California Labor Code and related provisions for off the clock work
26 they were required to perform.

27 47. Plaintiff and the Class Members are informed and believe, and based upon that
28 information and belief therefore further allege, that Defendants knew or should have known that

1 Plaintiff and the Class did not qualify as exempt employees, and Defendants purposely elected
2 not to pay Plaintiff and the Class Members for their overtime labor performed.

3 48. By virtue of the Defendants' unlawful failure to provide overtime pay to Plaintiff and the
4 Plaintiff Classes, Plaintiff and the Class Members have suffered, and will continue to suffer, damages in
5 amounts which are presently unknown to them, but which exceed the jurisdictional limits of this Court and
6 which will be ascertained according to proof at trial.

7 49. Plaintiff and the Class Members are informed and believe, and based upon that information
8 and belief allege, that Defendants, and each of them, purposely elected not to provide overtime pay.

9 50. As a result of Defendants' failure to pay overtime pay throughout Plaintiff and the
10 Class Members' employment, Plaintiff and the Class Members were deprived of wages in
11 amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and
12 penalties thereon, attorneys' fees, and costs, for Defendants' violations of Labor Code § 510 and
13 applicable IWC Wage Order provisions.

14 51. Defendants, and each of them, acted intentionally, oppressively and maliciously toward
15 Plaintiff and the Class Members with a conscious disregard of their rights, or the consequences to Plaintiff
16 and the Class Members, with the intent of depriving them of property and legal rights and otherwise causing
17 Plaintiff and the Class Members injury.

18 52. Plaintiff, individually, and on behalf of members of the Class and Plaintiff Classes, requests
19 recovery of both straight time and overtime compensation according to proof, interest, attorney's fees and
20 costs pursuant to Labor Code § 1194(a), as well as the assessment of any statutory penalties against these
21 Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes.

22 53. Further, Plaintiff and the Class Members are entitled to seek and recover reasonable
23 attorneys' fees and costs pursuant to Labor Code §§ 210 and 1194.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY WAGES FOR HOURS WORKED**

26 **[CALIFORNIA LABOR CODE §§ 1194, 1197, 1197.1 and 558]**

27 **(Against All Defendants)**

28 54. Plaintiff and the Members of the Class re-allege and incorporate by reference, as though

1 fully set forth herein, the paragraphs previously alleged in this Complaint.

2 55. Plaintiff brings these claims under California Labor Code §§ 1194, 1197, 1197.1 and
3 IWC Wage Orders 4-2001, as amended.

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5 56. California Labor Code §§ 1194, 1197, 1197.1 and Industrial Welfare Commission
6 Wage Orders 4-2001 entitle non-exempt employees to an amount equal to or greater than the
7 minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate and no
8 part of this rate may be used as a credit against a minimum wage obligation.

9 57. Defendants did not and does not compensate Plaintiff and other hourly employees for
10 time spent off the clock during lunch or after hours responding to calls, texts, emails and other work
11 related inquiries. This work was known or should have been known by Defendants as management
12 are and were requesting the off the clock work and receiving the work related communications.

13 58. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and
14 Industrial Welfare Commission Wage Orders 4-2001, for failure to pay minimum wage, Defendants
15 liable for attorneys' fees and costs, civil penalties pursuant to California Labor Code §§ 558, 1197.1,
16 and 2698 et seq. and other relief.

17 59. California Labor Code § 1194 provides that "any employee receiving less than the legal
18 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a
19 civil action the unpaid balance of the full amount of this minimum wage or overtime compensation,
20 including interest thereon, reasonable attorney's fees, and costs of suit." The action may be maintained
21 directly against the employer in an employee's name without first filing a claim with the Department of
22 Labor Standards and Enforcement.

23 60. At all times relevant hereto, the Labor Code requirements and paragraph 3 of the applicable
24 IWC Wage Orders also provided for payment of overtime wages equal to one and one-half times an
25 employee's regular rate of pay for all hours worked over 8 hours a day and/or forty (40) hours in a work
26 week, and for the first eight (8) hours on the seventh consecutive day of work in a work week.

27 61. Defendants, and each of them, have intentionally and improperly rounded, changed,
28 adjusted and/or modified certain employees' hours, including Plaintiff's, to avoid payment of overtime

1 wages and other benefits in violation of the California Labor Code and California Code of Regulations and
2 the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement.
3 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-
4 exempt server employees to work through meal periods when they were required to be clocked out or to
5 otherwise work off the clock to complete their daily job duties.

6 62. Defendants, and each of them, have also intentionally and improperly rounded, changed,
7 adjusted, underpaid, and/or modified certain employees' hours, including by requiring off the clock work,
8 requiring work to be performed while on breaks, and by not properly paying employees all overtime hours
9 they worked and reported, and imposed difficult to attain job and scheduling requirements on Plaintiff and
10 the Class Members. This resulted in an underpayment of wages to employees over a period of time while
11 benefiting Defendants.

12 63. During the relevant time period, Plaintiff and the Class Members were not fully paid for all
13 the hours they worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week as
14 a result of Defendants' above described policies and practices. Therefore, Plaintiff and the Class Members
15 were not properly paid for all of their overtime work. Defendants also followed a policy and practice of
16 further denying overtime payments to Plaintiff and the Class Members at an overtime rate of 1.5 times the
17 regular rate for the first eight hours of the seventh consecutive work day in a week and overtime payments at
18 the rate of 2 times the regular rate for hours worked over eight (8) on the seventh consecutive work day, as
19 required under the Labor Code § 510 and paragraph 3 of the applicable IWC Wage Orders.

20 64. During the relevant time period, Defendants willfully failed to pay all regular and overtime
21 wages owed to Plaintiff and the Class Members.

22 65. Defendants' failure to pay Plaintiff and the Class Members the unpaid balance of regular
23 wages owed and overtime compensation, as required by California law, violates the provisions of Labor
24 Code §§ 510 and 1198, and is therefore unlawful.

25 66. Labor Code § 558(a) provides "any employer or other person acting on behalf of an
26 employer who violates, or causes to be violated, a section of this chapter or any provisions regulating hours
27 and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any violation,
28 fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid

1 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one
2 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was
3 underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to
4 this section shall be paid to the affected employee.” Labor Code § 558(c) states, “the civil penalties provided
5 for in this section are in addition to any other civil or criminal penalty provided by law.”

6 67. Defendants have violated provisions of the Labor Code regulating hours and days of work
7 as well as the IWC Wage Orders. Accordingly, Plaintiff and the Class Members seek the remedies set forth
8 in Labor Code § 558.

9 68. Upon information and belief, Plaintiff alleges that Defendants’ policy of failing to pay
10 employees for all hours worked whether regular time or overtime violates the Labor Code and IWC Wage
11 Orders. Pursuant to Labor Code § 1194, Plaintiff and the Class Members are entitled to recover their unpaid
12 wages owed, including their regular wages and overtime compensation, as well as interest, costs and
13 attorney’s fees.

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO PROVIDE MEAL PERIODS**

16 **[CALIFORNIA LABOR CODE §§ 226.7 and 512, and Paragraph 11 of Applicable IWC Wage Orders]**

17 **(Against All Defendants)**

18 69. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by
19 reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

20 70. This claim is brought by Plaintiff, on behalf of himself and on behalf of the Class Members
21 and the subclasses thereof.

22 71. Labor Code §§ 226.7 and 512 and paragraph 11 of the applicable IWC Wage Order provide
23 that no employer shall employ any person for a work period of more than five (5) hours without a meal
24 period of not less than thirty (30) minutes.

25 72. Labor Code § 226.7 and paragraph 11 of the applicable IWC Wage Orders also provide that,
26 if an employer fails to provide an employee a meal period in accordance with this section, the employer
27 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday
28 that the meal period is not provided.

73. Defendants failed to provide Plaintiff and the Class Members with meal periods as required by the Labor Code, including by not providing them with the opportunity to take meal breaks, by providing them late or for less than thirty (30) minutes, or by requiring them to perform work during breaks.

74. Defendants, and each of them, have intentionally and improperly denied meal periods to Plaintiff and the Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 11 of the applicable IWC Wage Orders, along with other applicable regulations and statutes.

75. At all times relevant hereto, Plaintiff and the Class Members have worked more than five (5) hours in a workday.

76. At all times relevant hereto, the Defendants, and each of them, failed to provide meal periods as required by Labor Code §§ 226.7 and 512 and paragraph 11 of the applicable IWC Wage Orders.

77. By virtue of the Defendants' unlawful failure to provide meal periods to Plaintiff and the Plaintiff Classes, Plaintiff and the Class Members have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

78. Plaintiff and the Class Members are informed and believe, and based upon that information and belief allege, that Defendants, and each of them, purposely elected not to provide meal periods.

79. Defendants, and each of them, acted intentionally, oppressively and maliciously toward Plaintiff and the Class Members with a conscious disregard of their rights, or the consequences to them, with the intent of depriving them of property and legal rights and otherwise causing Plaintiff and the Class Members to suffer injury.

80. Plaintiff, individually, and on behalf of the Class, requests recovery of meal period compensation pursuant to Labor Code §§ 226.7 and paragraph 11 of the applicable IWC Wage Orders, as well as the assessment of any statutory penalties against these Defendants, and each of them, in a sum as provided by the Labor Code and other statutes.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

[CALIFORNIA LABOR CODE §§ 226.7 and 512, and Paragraph 11 of Applicable IWC Wage Orders]

(Against All Defendants)

1 81. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by
2 reference the paragraphs previously alleged in this Complaint.

3 82. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide that
4 employers must authorize and permit all employees to take rest periods at the rate of ten (10) minutes net
5 rest time per three and a half (3.5) work hours.

6 83. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide that if
7 an employer fails to provide an employee rest period in accordance with this section, the employer shall pay
8 the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the
9 rest period is not provided.

10 84. Defendants, and each of them, have intentionally and improperly denied rest periods to
11 Plaintiff and the Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of the
12 applicable IWC Wage Orders. Defendants failed to authorize and permit Plaintiff and the Class Members to
13 take rest periods, as required by the Labor Code.

14 85. At all times relevant hereto, Plaintiff and the Class Members, have worked more than three
15 and a half hours in a workday.

16 86. At all times relevant hereto, the Defendants, and each of them, failed to provide rest periods
17 as required by Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders.

18 87. By virtue of the Defendants' unlawful failure to provide rest periods to the Plaintiff and the
19 Class Members, Plaintiff and the Class Members have suffered, and will continue to suffer, damages in
20 amounts which are presently unknown to the Plaintiff and the Class Members but which exceed the
21 jurisdictional limits of this Court and which will be ascertained according to proof at trial.

22 88. Plaintiff and the Class Members are informed and believe, and based upon that information
23 and belief allege, that Defendants, and each of them, knew or should have known that Plaintiff and the Class
24 Members were entitled to rest periods and purposely elected not to provide them with rest periods.

25 89. Defendants, and each of them, acted intentionally, oppressively and maliciously toward
26 Plaintiff and the Class Members with a conscious disregard of their rights, or the consequences to Plaintiff
27 and the Plaintiff Classes, with the intent of depriving Plaintiff and the Class of property and legal rights and
28 otherwise causing the Plaintiff and the Class Members injury.

90. Plaintiff, individually, and on behalf of employees similarly situated, requests recovery of rest period compensation pursuant to Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders, as well as the assessment of any statutory penalties against these Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

FIFTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE ITEMIZED STATEMENTS

[CALIFORNIA LABOR CODE § 226]

(Against All Defendants)

91. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

92. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff and the Class Members, upon each payment of wages, itemized statements accurately showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code § 226, amongst other statutory requirements.

93. As a result of Defendants' conduct, Plaintiff and the Class Members have suffered injury in that, among other things, the lack of the required information hindered them from determining the amount of wages owed to them and led them to believe they were not entitled to be paid wages all hours worked, for overtime, missed meal and rest breaks, or for each hour of labor they performed, for piece rates where applicable, and the properly hourly rate where applicable, although they were so entitled. The absence of accurate wage statements has prevented timely challenges to Defendants' unlawful pay practices, caused difficulty and expense in attempting to reconstruct time and pay records, and resulted in the submission by Defendants of inaccurate information about wages and deductions from wages to state and federal government agencies. The entitlement of Plaintiff and the Class Members is to receive wage statements that

1 accurately list the total amount of wages earned and deductions from wages as reflected on wage statements,
2 and Plaintiff and the Class Members have thereby been injured by the Defendants' failure to report the total
3 amount of wages earned during each pay period on each paycheck stub. All Class Members have been
4 similarly injured. As a result of Defendants' conduct, Plaintiff and the Class Members have suffered injury
5 because their legal right to receive accurate wage statements was violated.

6 94. Labor Code § 226(a) requires Defendants "semimonthly or at the time each payment to
7 wages" to furnish to Plaintiff and the Class Members "an accurate itemized statement in writing"
8 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
9 earned and any applicable piece rate for Class Members paid on a piece-rate basis, (4) all deductions, (5) net
10 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
11 employee and only the last four digits of his or her social security number or an employee identification
12 number other than a social security number, (8) the name and address of the legal entity that is the employer
13 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
14 worked at each hourly rate by the employee pursuant to Labor Code § 226. Defendants knowingly and
15 intentionally failed to provide Plaintiff and the Class Members with timely and accurate wage
16 statements.

17 95. Plaintiff and the Class Members suffered injury as a result of Defendants' knowing
18 and intentional failure to provide them with the wage and hour statements as required by law and are
19 presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
20 Defendants have failed to provide a wage statement, failed to provide accurate and complete
21 information as required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and the
22 Plaintiff and Class Members cannot promptly and easily determine from the wage statement alone
23 one or more of the following: (i) The amount of the gross wages or net wages paid to the employee
24 during the pay period or any of the other information required to be provided on the itemized wage
25 statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions
26 the employer made from gross wages to determine the net wages paid to the employee during the pay
27 period, (iii) The name and address of the employer and, (iv) The name of the employee and only the
28 last four digits of his or her social security number or an employee identification number other than a

1 social security number. For purposes of Labor Code § 226(e) “promptly and easily determine” means
2 a reasonable person [i.e. an objective standard] would be able to readily ascertain the information
3 without reference to other documents or information.

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5 96. Plaintiff and the Class Members suffered injury as a result of Defendants’ knowing
6 and intentional failure to provide them with the wage and hour statements as required by law.

7 97. Plaintiff and the Class Members are entitled to the amounts provided in Labor Code § 226(e),
8 plus costs and attorneys’ fees.

9 **SIXTH CAUSE OF ACTION**

10 **FAILURE TO PAY WAGES AT LEAST TWICE IN A CALENDAR MONTH**

11 **[CALIFORNIA LABOR CODE § 204]**

12 **(Against All Defendants)**

13 98. Plaintiff and the Members of the Class (and Plaintiff Classes) re-allege and incorporate
14 by reference the paragraphs previously alleged in this Complaint

15 99. Labor Code § 204 instructs all wages are due and payable twice each calendar month.

16 100. The wages required by Labor Code § 1194 and other sections became due and payable
17 to each employee in each pay period that he or he was not provided with a meal period or rest period
18 or paid straight or overtime wages to which he or he was entitled.

19 101. Defendants violated Labor Code § 204 by systematically refusing to pay wages due
20 under the Labor Code.

21 102. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
22 represent has been deprived of wages in amounts to be determined at trial, and is entitled to recovery
23 of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant to Labor
24 Code § 210, 218.5 and 1194.

25 **SEVENTH CAUSE OF ACTION**

26 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

27 **[CALIFORNIA LABOR CODE §§ 2800-2802]**

28 **(Against all Defendants)**

103. Plaintiff and members of the Class (and subclasses) re-allege and incorporate by reference the paragraphs above, with the same force and effect as if set forth herein in full.

104. Plaintiff and the Class are informed and believe and based thereon allege that throughout the period applicable, Defendants were required to pay for lawful and necessary work related expenses incurred by their employees. Plaintiff and the Class Members were also often required to incur such expenses, including for use of their personal cellular phones and data, in performing their daily job duties and such expenses were necessary for performing those duties. Plaintiff and the Class Members were not reimbursed for those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders and sections of the California Code of Regulations.

105. Defendants' knowing and willful failure to reimburse lawful necessary work related expenses and losses to Plaintiff and the Class Members resulted in damages because, among other things, Defendants did not inform employees of their right to be reimbursed for those work related expenses. As Defendants failed to inform and misled Plaintiff and the Class Members with regard to their rights, Plaintiff and the Class Members were led to believe that incurring those lawful and necessary expenses was an expected and essential function of their employment with Defendants and that failure to incur those expenses would have adverse consequences on their employment status.

106. Therefore, Plaintiff and the Class Members are entitled to reimbursement for any and all necessary work related expenses, as provided for in Labor Code § 2802(b), incurred during the direct discharge of their duties while employed by Defendants as well as accrued interest on those expenses that were not reimbursed from the date Plaintiff and the Class Members incurred those expenses. Further, Plaintiff and the Class Members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

EIGHTH CAUSE OF ACTION

FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT

[CALIFORNIA LABOR CODE §§ 201-203]

(Against All Defendants)

107. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

108. Plaintiff and many of the Class Members quit or were discharged from their employment with Defendants within the applicable statute of limitations.

109. However, Defendants failed to pay them without abatement, all wages as defined by applicable California law. Among other things, these employees were not paid any of the overtime compensation or premium pay referred to in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

110. Therefore, each of these employees is entitled to one day's wages for each day he or she was not timely paid all said wages due, up to a maximum of thirty (30) days' wages for each employee. Because none of the employees were ever paid all earned overtime wages to which they were entitled, and as referred to in this Complaint, each of these employees is entitled to thirty (30) days of wages.

NINTH CAUSE OF ACTION

FOR UNLAWFUL COMPETITION AND UNLAWFUL BUSINESS PRACTICES

[CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200, *et seq.*]

(Against All Defendants)

111. Plaintiff and the Members of the Class (and subclasses) re-allege and incorporate by reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

112. This claim is brought by Plaintiff, on behalf of himself and on behalf of the Class and the subclasses thereof.

1 113. At all times relevant hereto, from time to time, the Class Members have worked more than
2 eight (8) hours in a workday, and/or more than forty (40) hours in a workweek, as employees of Defendants.
3 The representative Plaintiff herein and members of the Class have had their hours adjusted, changed,
4 underpaid, and/or modified to not reflect their actual number of hours worked per day and per pay period,
5 including by Defendants' failure to pay for all overtime hours worked at the appropriate rate of pay and by
6 requiring off the clock work before and after work shifts.

7 114. At all times relevant hereto, from time to time, Plaintiff and aggrieved employees have
8 worked more than eight (8) hours in a workday and/or more than forty (40) hours in a workweek, as
9 employees of Defendants. The representative Plaintiff herein and members of the Class have not been paid
10 overtime, or have not been paid overtime at the appropriate rates, for all hours worked on and after a seventh
11 consecutive work shift.

12 115. At all times relevant hereto, from time to time, Plaintiff and the Class Members have been
13 denied meal breaks by Defendants.

14 116. At all times relevant hereto, from time to time, Plaintiff and the Class Members have been
15 denied rest breaks by Defendants.

16 117. Defendants, and each of them, are "persons" as defined under of Business & Professions
17 Code § 17021.

18 118. Since at least four years prior to the present Complaint filing and at all times relevant hereto,
19 by and through the conduct described herein, the Defendants have engaged in unfair, unlawful and
20 fraudulent business practices, in violation of California Business & Professions Code §§ 17200, et seq., and
21 have thereby deprived Plaintiff, and all persons in interest, of fundamental rights and privileges guaranteed
22 to all employees under California law.

23 119. Defendants own, operate and manage facilities in California which provide services in
24 California to the public as defined in of Business & Professions Code §§ 17022 and 17024.

25 120. Defendants, as set forth in this Complaint, *supra*, engaged in false, unfair and misleading
26 business practices, consisting of acts and omissions that include, but are not limited to:

- 27 (a) The fact that Defendants adjusted, altered, underpaid and/or changed time and/or
28 pay schedules to reflect that employee Class Members had not worked all straight

time and overtime hours;

- (b) The fact that Defendants required non-exempt, hourly servers to work more than five (5) hour shifts without a thirty (30) minute meal period;
- (c) The fact that Defendants required non-exempt, hourly servers to work more than three and a half (3.5) hour shifts without a ten (10) minute rest period;
- (d) The fact that Defendants required non-exempt, hourly servers to work more than five (5) hours per week without a thirty (30) minutes rest period, and then adjusted, altered and/or changed schedules and/or time clocks to reflect that they had received a thirty (30) minute meal period;
- (e) The fact that Defendants kept no detailed records of non-exempt, hourly servers' actual daily work activities, in part, to prevent Plaintiff and Plaintiff Classes from recovering overtime wages from Defendants after the discovery of Defendants' deceptive, fraudulent, false, unfair and unlawful conduct;
- (f) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff Class for all hours worked.
- (g) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff Class twice monthly for all hours worked.
- (h) The fact that Defendants failed to pay Plaintiff and Plaintiff Classes all business expenses incurred in the discharge of their duties;
- (i) The fact that Defendants failed to pay all earned wages to Plaintiff and Plaintiff Class upon termination of employment.
- (j) The fact that Defendants failed to pay all earned wages to Plaintiff and the Plaintiff Class twice monthly.
- (k) The fact that Defendants' activities related to their failure to disclose material and relevant information constitutes violations of Business & Professions Code § 17200.

121. Defendants, and each of them, have underreported to state authorities, wages earned by non-exempt, hourly servers and, therefore, have underpaid state taxes, employer matching funds, unemployment premiums and Worker's Compensation premiums. The aforesaid conduct is criminal in nature and subjects

the Defendants, and each of them, to sanctions, fines and imprisonment, and is actionable under of Business & Professions Code §§ 17000, *et seq.* and 17200, *et seq.*

122. Pursuant to of Business & Professions Code §§ 17071 and 17075, the failure of Defendants, and each of them, to pay overtime wages, related benefits, and employment taxes, is admissible as evidence of Defendants' intent to violate Chapter 4 of the Unfair Business Trade Act.

123. Defendants' practices are unlawful, unfair, deceptive, untrue, and misleading. Non-exempt, hourly servers, including Plaintiff and Plaintiff Classes are likely to be deceived by these practices.

124. As a direct and proximate result of these acts and omissions, Plaintiff, is informed and believes, and based upon that information and belief alleges, that the Defendants, and each of them, were able to unfairly compete with other facilities in the state of California by not paying overtime and wages in violation of Business & Professions Code Chapters 4 and 5, *et al.* Due to this unfair business practice, Defendants have been able to charge lower prices for its services than the prices charged by other comparable entities doing business in the state of California.

125. The victims of this unfair business practice include, but are not limited to, all non-exempt, hourly servers of Defendants, competitors of Defendants in the state of California, and the general public.

126. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendants, and each of them, performed the above-mentioned acts with the intent of gaining an unfair competitive advantage and thereby injuring Plaintiff, other employees, other competitors, and the general public.

127. By and through the conduct described above, Plaintiff, and all non-exempt, hourly servers, has been deprived of the right to be paid all wages earned, including meal and rest premiums and overtime compensation earned by virtue of employment with the Defendants at regular intervals, in accordance with the requirements of Labor Code §§ 200-203, 204, 226.7, 1197, 1198, *et seq.*

128. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendants, has obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all non-exempt, hourly servers of valuable rights and benefits guaranteed by law, all to their detriment.

129. Plaintiff and the Class have injury-in-fact as a result of Defendants' conduct. Moreover,

1 Plaintiff and the Class have lost money as a direct result of Defendants' unfair, unlawful, deceptive and
2 fraudulent conduct.

3 130. All of the acts described herein as violations of, among other things, the California Labor
4 Code and Industrial Welfare Commission Wage Orders, are unlawful and in violation of public policy; and
5 in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair,
6 unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§
7 17200, *et seq.*

8 131. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, is entitled to, and
9 does seek such relief as may be necessary to disgorge the profits which the Defendants have acquired, or of
10 which Plaintiff has been deprived, by means of the above-described unfair, unlawful and/or fraudulent
11 business practices. Plaintiff, and the members of the Plaintiff Classes, is not obligated to establish individual
12 knowledge of the unfair practices of Defendants in order to recover restitution.

13 132. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, is further entitled to
14 and does seek a declaration that the above described business practices are unfair, unlawful and/or
15 fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the
16 above-described unfair, unlawful and/or fraudulent business practices in the future.

17 133. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, has no plain,
18 speedy, and/or adequate remedy at law to redress the injuries which he has suffered as a consequence of the
19 Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or
20 fraudulent business practices described above, Plaintiff and the Plaintiff Class have suffered and will
21 continue to suffer irreparable harm unless the Defendants' and each of them, are restrained from continuing
22 to engage in said unfair, unlawful and/or fraudulent business practices.

23 134. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein
24 above, they will continue to fail to pay overtime wages to non-exempt, hourly servers. In addition,
25 Defendants, and each of them, will continue to avoid paying the appropriate taxes, insurance and
26 unemployment holdings.

27 135. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, requests that the
28 Court issue a preliminary and permanent injunction prohibiting the Defendants, and each of them, from

requiring non-exempt, hourly servers from working more than eight (8) hours a work day and/or forty (40) hours a week in any work week without payment of overtime wages.

136. Plaintiff, individually, and on behalf of members of the Plaintiff Classes, also requests that the Court order Defendants to disgorge all illegally obtained monies from failing to pay taxes, state disability insurance premiums, and unemployment taxes, obtained by way of their violation of Business & Professions Code §§ 17200, *et seq.*

137. As Plaintiff seeks to enforce an important right affecting the public interest, to wit, the lawful payment of overtime wages as required by law the disgorgement of ill-gotten gains and the restitution of unlawfully withheld wages, with interest thereon, Plaintiff requests an award of attorneys' fees, pursuant to Code Civil Procedure § 1021.5.

PRAYER

WHEREFORE, PLAINTIFF DEMANDS and JURY TRIAL and prays for judgment as follows:

ON THE FIRST CAUSE OF ACTION:

- (a) For compensatory damages and/or statutory damages and statutory penalties resulting from improper compensation according to proof;
- (b) For interest on any compensatory damages;
- (c) For Certification of the Classes defined herein, or such other Classes and/or subclasses as the Court will certify; and
- (d) For attorneys' fees and costs as allowed by law.

ON THE SECOND CAUSE OF ACTION:

- (a) For compensatory damages and/or statutory damages and statutory penalties resulting from improper compensation according to proof;
- (b) For interest on any compensatory damages;
- (c) For Certification of the Classes defined herein, or such other Classes and/or subclasses as the Court will certify; and
- (d) For attorneys' fees and costs as allowed by law.

ON THE THIRD CAUSE OF ACTION:

- (a) For statutory compensation, including one hour of pay for each workday that a

1 lawful meal period was not provided;

2 (b) For interest on any compensatory damages;

3 (c) For Certification of the Classes defined herein, or such other Classes and/or
4 subclasses as the Court will certify;

5 (d) For attorneys' fees and costs.

6 **ON THE FOURTH CAUSE OF ACTION:**

7 (a) For statutory compensation, including one hour of pay for each workday that a
8 lawful rest period was not provided;

9 (b) For interest on any compensatory damages;

10 (c) For Certification of the Classes defined herein, or such other Classes and/or
11 subclasses as the Court will certify; and

12 (d) For attorneys' fees and costs.

13 **ON THE FIFTH CAUSE OF ACTION:**

14 (a) For statutory penalties;

15 (b) For compensatory damages and interest thereon for actual harm caused;

16 (c) For Certification of the Classes defined herein, or such other Classes and/or
17 subclasses as the Court will certify; and

18 (d) For attorneys' fees and costs as allowed by law.

19 **ON THE SIXTH CAUSE OF ACTION:**

20 (a) For statutory penalties; and

21 (b) For attorneys' fees and costs as allowed by law.

22 **ON THE SEVENTH CAUSE OF ACTION:**

23 (a) For actual expenses incurred as allowed by Labor Code § 2802

24 (b) For special damages;

25 (c) For certification of the Classes defined herein, or such other Classes and/or
26 subclasses as the Court will certify; and

27 (d) For attorneys' fees and costs.

28 **ON THE EIGHTH CAUSE OF ACTION:**

- 1 (a) For statutory penalties, including 30 days of pay for each employee not timely paid
2 wages upon termination;
3 (b) For penalty enhancements for willful conduct;
4 (c) For Certification of the Classes defined herein, or such other Classes and/or
5 subclasses as the Court will certify; and
6 (d) For attorneys' fees and costs.

7 **ON THE NINTH CAUSE OF ACTION:**

- 8 (a) For the equitable, injunctive and declaratory relief;
9 (b) Treble damages;
10 (c) For Certification of the Classes defined herein, or such other Classes and/or
11 subclasses as the Court will certify; and
12 (d) For disgorgement of profits.

13 **ON ALL CAUSES OF ACTION:**

- 14 (a) For reasonable attorneys' fees;
15 (b) For costs of suit; and,
16 (c) For such other and further relief as this Court may deem just and proper.
17

18 Dated: September 23, 2022

QUINTILONE & ASSOCIATES

19
20 By: _____


21 RICHARD E. QUINTILONE II,
22 JEFFREY T. GREEN,
23 KYLE J. GALLEGOS,
24 Attorney for Plaintiff SHARON COBB, on behalf
25 of herself and on behalf of a Class of all other
26 persons similarly situated
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of the claims by jury to the extent authorized by law.

Dated: September 23, 2022

QUINTILONE & ASSOCIATES



By: _____

RICHARD E. QUINTILONE II,
JEFFREY T. GREEN,
KYLE J. GALLEGOS,
Attorney for Plaintiff SHARON COBB,
on behalf of herself and on behalf of a Class of all
other persons similarly situated

EXHIBIT 6