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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

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

Date: July 9, 2026

Time: 3:30 p.m.

Dept.: 10

Complaint filed:

September 26, 2022

Trial date:

Not Set

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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, 2026. The Court, having considered the proposed
3 Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"),
4 Plaintiffs' Motion for Preliminary Approval, and all papers filed in support, **HEREBY**
5 **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 A to the Declaration of Isam C. Khoury, incorporated, and made a part of this Order of
17 preliminary approval, appears to be within the range of reasonableness of a settlement which
18 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