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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

**DECLARATION OF SHARON COBB IN
SUPPORT OF PLAINTIFFS' UNOPPOSED
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, Sharon Cobb, declare as follows:

2 1. I am one of the named Plaintiffs in this instant class action against Defendants
3 CALIFORNIA CINEMA INVESTMENTS, LLC and USA CINEMA SERVICES, LLC (“CA
4 Cinema”), and make this declaration in support of the Class and Representative Action
5 Settlement. I have personal knowledge of the facts stated in this declaration, except as to those
6 matters stated upon information or belief, and, as to those matters, I believe them to be true. If
7 called as a witness, I could and would testify truthfully and competently to the matters stated in
8 this Declaration.

9 2. I am in no way related to anyone associated with or who works for The
10 Markham Law Firm, Cohelan Khoury & Singer, The Law Office of Ian Pancer, or Moon Law
11 Group, PC.

12 3. I was employed by CA Cinema from October 2013 to July 9, 2021. From
13 approximately October 2013 to late 2016, I worked at the Laguna Niguel, California location,
14 and from January 2017 to July 9, 2021, I worked at the Rancho Santa Margarita, California
15 location. I was employed as an hourly employee as well as a manager. Some of my assigned
16 responsibilities consisted of several managerial duties, including but not limited to assisting the
17 General Manager with hiring, scheduling employee work shifts, and providing coaching and
18 development sessions to the staff. For a significant amount of my shifts, however, I was
19 required to perform tasks typically completed by hourly employees, including but not limited to
20 monitoring the concessions counter, running the ticket sales counter, cleaning theatres, cleaning
21 bathrooms, vacuuming the lobby, bartending, and handling money.

22 4. After my employment with CA Cinema ended, I decided to consult with an
23 attorney. I felt I was treated unfairly and not paid for all time worked, not provided with the
24 meal and rest breaks that I was entitled to, and not provided with proper wage statements. I
25 initially spoke with the attorneys at Quintilone & Associates, and later with the attorneys at the
26 Markham Law Firm and Cohelan Khoury & Singer, and I told them about everything I had
27 experienced while working for CA Cinema. I decided to become a named plaintiff in a class
28 action against CA Cinema. My attorneys explained the duties and responsibilities of a class

1 representative to me, and I decided to undertake this role for the benefit of other employees of
2 CA Cinema who experienced the same issues that I had experienced.

3 5. In the complaint I brought against CA Cinema, I alleged that I was not paid for
4 all hours worked, including for all work performed off-the-clock and for all overtime hours
5 worked. I was forced to work off the clock to keep labor budgets low almost every Friday and
6 Saturday, especially the first week of new releases. I estimate I was not paid for at least 3-5
7 hours of overtime per week throughout the year, but the unpaid overtime would typically
8 increase to nearly 20 hours of overtime between April to September, when the theatre was
9 busier. I do not believe I was not compensated for this time.

10 6. Additionally, I alleged in my complaint that I was pressured to work through
11 breaks and not allowed to take all of the breaks I was entitled to. I was often not relieved of my
12 duties and was required to remain on duty, especially on busy nights such as Friday and
13 Saturday night, or when a very popular and critically acclaimed, hit movie came out. I do not
14 believe I was provided any premium payments I was entitled to for working through my breaks.

15 7. Further, I alleged in my complaint that for the same reasons I was unable to take
16 my meal breaks, there were times when I was unable to take my rest breaks, or that they were
17 cut short due to being interrupted and having to return to work. I was not paid for that time
18 worked and/or the premium payments I was entitled to.

19 8. I further alleged that I was required to use my personal cell phone to perform my
20 work duties but CA Cinema did not reimburse me the phone costs. I was required to download
21 an application (“app”) called PlexCall View, which enabled me to be notified if a patron
22 needed to be served, and what that patron’s order was. PlexCall View, although being a free
23 app, would consume data on my phone. CA Cinema provided electronic tablets to use PlexCall
24 View, but sometimes there were not enough tablets for all employees attending to patrons, so I
25 was often required to use the app on my personal cell phone. I was not reimbursed for this data
26 usage. I was also required to purchase aprons, gloves, safety glasses, shirts, and safety shoes
27 but was not reimbursed for these purchases.
28

1 9. I believe that all these violations caused my wage statements to be inaccurate.

2 10. I hoped that by filing this lawsuit, CA Cinema would pay their employees for all
3 hours worked, provide employees with their timely and uninterrupted meal and rest breaks, and
4 reimburse their cell phone expenses as required by California law.

5 11. I was very happy to learn that the case had settled on a class-wide and
6 representative basis, and it resulted in a settlement amount of \$685,000.00, from which
7 payments will be made to Class Members and Aggrieved Employees. I think this is an excellent
8 result. I am proud that because I felt that something was wrong and decided to do something
9 about it, the other employees will benefit financially.

10 12. I have devoted a lot of time to this case. This case has been pending for a long
11 time; almost four years. I have spent many hours searching for documents, and reviewing
12 documents my attorneys asked me to review. I spent a lot of time answering my attorneys'
13 questions by phone, emails, and text messages about this case. I also drove from Orange
14 County to San Diego on at least one occasion to meet with my attorneys and discuss this case. I
15 had to recall everything I could remember about the issues I experienced while working for CA
16 Cinema.

17 13. I was on standby for two full-day mediation sessions. During both mediations, I
18 had to be available if my attorneys called or emailed me, asking questions pertaining to my
19 claims in this case.

20 14. I did my best to be available to my attorneys to answer any questions they had or
21 provide any information they needed. I returned their phone calls as promptly as I could and
22 answered any questions to the best of my ability. I complied with my attorneys' requests to
23 review documents and provide information.

24 15. By filing this lawsuit, I understood the risks involved. I was afraid of the
25 possibility of retaliation as a result of my role in this action. I now bear the stigma of bringing a
26 class action wage dispute against my former employer. Given the internet, it is quite likely that
27 future possible employers might find out that I acted as a class representative this action against
28 an employer. Regardless, I am happy to know that the time, effort, and information I provided

1 helped to make this settlement possible.

2 16. I am also aware that if I lost this case, I might be responsible for CA Cinema's
3 costs of defending this case. This substantially added to the stress of being a named plaintiff in
4 this case.

5 17. At times, it was a challenge for me to participate while working and maintaining
6 other professional and personal responsibilities. Nevertheless, I believe my efforts benefited the
7 LWDA and other Aggrieved Employees and Class Members. For all of the reasons above, I
8 believe I deserve a Service Payment of \$7,500.

9 18. I have no conflict of interest with any other Aggrieved Employees or Class
10 Members. Throughout this litigation, I have understood that my responsibility as a class
11 representative was to act in the best interests of all Class Members and Aggrieved Employees,
12 not just myself. I have no interests that conflict with those of the Class or the Aggrieved
13 Employees, and I have worked closely with my attorneys by providing information, reviewing
14 documents, answering questions, and assisting with the prosecution and settlement of this
15 action. I believe the proposed Settlement is fair, reasonable, and in the best interests of the
16 Class and Aggrieved Employees.

17 19. I will supplement this declaration at final approval. At that time, I will provide
18 an updated declaration describing any additional participation in this case, including the total
19 number of hours I devoted to assisting with the prosecution and settlement of this action, as
20 well as any other information the Court may require regarding my efforts on behalf of the Class
21 and Aggrieved Employees.

22 I declare under the penalty of perjury under the laws of United States and the States of
23 California and North Carolina that the foregoing is true and correct and that this declaration is
24 executed on 8/12/2026, in Pineville, North Carolina.

25
26 DocuSigned by:
Sharon Cobb
GB00AA264D2474...
27 Sharon Cobb
28