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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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 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

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION 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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I. INTRODUCTION

Sharon Cobb and Jacqueline Honorio, Plaintiffs in two related class and representative actions, seek preliminary approval,¹ under Rule 3.769(c) of the California Rules of Court, of a \$685,000.00 non-reversionary Settlement on behalf of approximately 2,800 non-exempt employees who worked for Defendants California Cinema Investments, LLC and USA Cinema Services, LLC (“CA Cinema”) in California from September 26, 2018 to December 6, 2018 and from April 6, 2022 to December 31, 2025.

This is a cash settlement, and all Class Members who do not opt out will receive a payment, without submitting a claim form. Plaintiffs allege that they performed off-the-clock work, including pre- and post-shift duties and work during meal periods; were denied legally required meal and rest breaks; and were required to use personal cell phones and other tools for work without reimbursement. Defendants deny the allegations in the Operative Complaints, deny any failure to comply with the laws identified in in the Operative Complaints and deny any and all liability for the causes of action alleged.

The Parties reached this global settlement after two mediation sessions, one year apart, before experienced neutrals. Plaintiffs argue that Defendants’ maximum potential liability for Plaintiffs’ direct non-PAGA claims is \$4,711,184, and \$16,082,853 for all non-PAGA claims, including derivative waiting time and wage statement penalties. This assumes compensation for 30 minutes of off-the-clock work per week, full payment of meal-period premiums for all apparent timecard violations, two weekly rest-period premiums, and \$20 per month in expense reimbursement. Thus, the \$685,000 Gross Settlement Amount represents over 14.93% of CA Cinema’s maximum potential liability for Plaintiffs’ direct claims, and 4.29% of all Plaintiffs’ claims, including derivative claims. This is an excellent result in light of the risks of continued litigation, and within the range of typical class action settlement recoveries.

II. PROCEDURAL HISTORY

Plaintiff Sharon Cobb filed a class action complaint on September 26, 2022 in the Los

¹ This memorandum exceeds the 15-page limit set forth in Cal. Rules of Court, Rule 3.1113 because it seeks class certification as part of the settlement approval process, which has a 20-page limit. The Parties have stipulated to the additional pages.

Angeles County Superior Court, alleging claims for unpaid wages, including overtime, failure to provide meal and rest breaks, reimburse for business expenses, derivative wage statement and waiting time penalty claims, and violations of the UCL. Plaintiff amended her complaint to add a cause of action under PAGA on December 7, 2022. Decl. of Maggie Realin (“Realin Decl.”), ¶2. Plaintiff Jacqueline Honorio’s complaint, filed on October 21, 2024, asserts the same causes of action as those asserted by Plaintiff Cobb. Both cases are related and pending before the same judge. *Id.*, ¶3. The Parties engaged in discovery and at one point agreed to mediation. *Id.*, ¶¶11-12. A Second Amended Complaint was filed in Case No. 22STCV31218 by named Plaintiffs Sharon Cobb and Jacqueline Honorio on March 26, 2026, which contains all of the facts, claims, and causes of action in their respective First Amended Complaints. *Id.*, ¶4.

There was an earlier class and PAGA action, *Houeto v. USA Cinema Services LLC and California Cinema Investments LLC* (San Diego Superior Court, Case No. 37-2020-00022694-CU-OE-CTL), filed on July 1, 2020. Houeto alleged wage-and-hour violations on behalf of non-exempt employees, including overtime and meal and rest break claims, but did not assert claims for unreimbursed business expenses. The case settled in 2022 and final approval was granted on August 4, 2023. The settlement class included approximately 1,378 non-exempt employees employed between December 6, 2018 and April 5, 2022. The Class Period for non-exempt employee claims in this action begins on April 6, 2022, after the end of the *Houeto* class period, except for Labor Code section 2802 claims, which were not impacted by the *Houeto* settlement. Realin Decl., ¶5.

III. FACTUAL BACKGROUND

Defendants operate a chain of luxury movie theaters under the Cinépolis brand, providing an upscale movie-going experience that includes reclining seats and in-seat delivery of food and beverages for guests. Realin Decl., ¶6. Plaintiff Cobb was employed by Defendants in California from October 2013 to July 2021, initially as a non-exempt employee, and later as an Assistant Manager. Her responsibilities included working at the concessions stand, register, and concierge box, assisting guests with orders, preparing and delivering food and beverages to theaters, performing theater cleaning and maintenance, covering bartender shifts, and performing other

1 similar manual and service-related tasks. *Id.*, ¶7.

2 Plaintiff Cobb alleges that at times she worked beyond her scheduled shifts without
3 compensation. Plaintiff also alleges that work demands interfered with her ability to take meal and
4 rest breaks. In addition, she used her personal cellphone for work-related communications,
5 including emails and messages with managers and employees, without reimbursement. Although
6 desktop computers were available at the worksite, Plaintiff alleges she needed to use her personal
7 phone for work purposes and was not reimbursed for those expenses. Realin Decl., ¶8.

8 Plaintiff Honorio worked as a non-exempt kitchen employee at Defendants' California
9 location from June 2023 to June 2024. Her duties included dishwashing and maintaining kitchen
10 cleanliness. Realin Decl., ¶9.

11 Plaintiff Honorio alleges that employees clocked in and out using a single wall-mounted
12 tablet, which sometimes resulted in wait times before clocking in or out. She further alleges that
13 meal breaks were sometimes delayed due to the need for management approval, that she did not
14 take rest breaks due to workload, and that she received work-related text messages on her personal
15 cellphone without reimbursement. Plaintiff also alleges that she purchased work-related items,
16 including aprons, gloves, safety shoes, and protective eyewear, without reimbursement. Realin
17 Decl., ¶10.

18 **IV. VIGOROUS PROSECUTION OF THIS ACTION**

19 **A. Summary of Investigation and Discovery Conducted**

20 The Parties carefully investigated the claims and facts alleged in this action, and Plaintiffs
21 made a thorough study of the legal principles applicable to the claims asserted against Defendants.
22 Plaintiffs received data points, and hundreds of pages of documents and policies to evaluate their
23 claims. As a result of careful investigation of the claims in this action, the Parties had a clear
24 understanding of their respective claims and defenses. Realin Decl., ¶11.

25 **B. Settlement Reached with Assistance of Experienced Mediator**

26 Plaintiffs retained counsel with extensive experience in prosecuting wage and hour class
27 actions. Decl. of David Markham ("Markham Decl."), ¶¶2-9; Decl. of Isam C. Khoury ("Khoury
28 Decl."), ¶¶3-12; Decl. of Kane Moon ("Moon Decl."), ¶¶5-25; Decl. of Ian Pancer ("Pancer

Decl.”), ¶¶3-8. On November 21, 2024, the Parties mediated this case before Steve Mehta, Esq., a mediator experienced in wage and hour class actions. The case did not settle. A year later, on October 28, 2025, the Parties mediated this case again, with Kelly Knight, Esq. Following the mediation session, Mr. Knight issued a mediator’s proposal, which the Parties accepted, reaching the settlement in principle. After additional months of arms’-length negotiations, the Parties finalized the terms of the settlement agreement. Realin Decl., ¶12. The executed version of the Settlement Agreement (“SA”) is attached as **Exhibit 1** to Khoury Declaration.

C. Summary of the Risks to Further Litigation

Plaintiffs recognize several risks to succeeding on the merits in this action. As a preliminary matter, the *Houeto* settlement, which resolved most claims at issue in this action, may have resulted in changes to Defendants’ employment practices. Realin Decl., ¶13. Further, although Plaintiffs allege they worked off-the-clock, informal discovery showed that CA Cinema’s timekeeping policies are lawful and forbid off-the-clock work. *Id.*, ¶14. Further, CA Cinema would likely contend that where an employer provides a means to record work time, the employer is entitled to rely on those time records, and is not required to audit other available records to ascertain if any off-the-clock work is occurring. *Brinker Rest. Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004, 1051 (“that employees are clocked out creates a presumption they are doing no work”); *Hertz v. Woodbury County* (8th Cir. 2009) 566 F.3d 775, 781-782 (no duty to audit other available records); *Jong v. Kaiser Found. Health Plan, Inc.* (2014) 226 Cal.App.4th 391, 398-399 (same). Realin Decl., ¶15.

Second, meal breaks showing as missed, late, or short, for which no premiums were paid, represent a mere 3.2% of all meal breaks, likely insufficient to raise a presumption under *Donohue v. AMN Servs., LLC* (2021) 11 Cal.5th 58, 74. *See Smith v. 9W Halo W. OpCo L.P.* (N.D. Cal. Mar. 28, 2025) 2025 U.S. Dist. Lexis 59497, **10-12 (3.7% shifts showing a missed second meal break insufficient to invoke the *Donohue* presumption). Realin Decl., ¶16.

Third, with respect to rest breaks, damages calculations could present complicated issues, as employees did not have to clock out to take rest breaks, or otherwise record them. Realin Decl., ¶17.

Fourth, CA Cinema maintains they do not require that employees use their cell phones for

work duties, and if they did, it applied only to servers (20% of the class). Realin Decl., ¶18. Defendants also claim the kitchen employees were provided with necessary tools and equipment. *Id.* Further, to the extent Plaintiffs and other Class Members did not seek reimbursement of these expenses, this claim would be susceptible to summary judgment. *Hammit v. Lumber Liquidators* (S.D. Cal. 2014) 19 F. Supp. 3d 989, 1001 (granting summary judgment when employee failed to request reimbursement).

Lastly, with respect to wage statement and untimely wages claims, they are derivative of Plaintiffs' unpaid time and meal and rest break claims, so if Plaintiffs do not prevail on the underlying claims, their derivative claims would also fail. *See Gomez v. Lincare, Inc.* (2009) 173 Cal.App.4th 508, 524-25. Also, CA Cinema will likely assert that wages that were not paid cannot form the basis of these derivative claims based on *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, 1336-37. Realin Decl., ¶19.

V. SUMMARY OF SETTLEMENT TERMS

A. Settlement Relief

Gross Settlement Amount:	\$685,000, non-reversionary and non-claims made. SA, ¶C.1.
Deductions from the Gross Settlement Amount:	- Attorneys' fees not to exceed one-third of the Gross Settlement Amount (\$228,333.33); - Out-of-pocket litigation costs not to exceed \$40,000; - Service Payments to Plaintiffs not to exceed \$10,000 each; - PAGA penalties of \$34,250 (of which 75% or \$25,687.50 will be paid to the LWDA and 25% or \$8,562.50 to Aggrieved Employees; - Administration costs of approximately \$22,500. <i>Id.</i> , ¶C.2.
Net Settlement Amount:	Approximately \$339,916.67. <i>See id.</i> , ¶¶A.27, C.2.
Definition of the Settlement Class:	Current and former non-exempt employees of Defendants within the State of California at any time during the Class Period. <i>Id.</i> , ¶¶A.9., A.12.
Class Period	The periods from September 26, 2018 to December 6, 2018 ² and April 6, 2022 to December

² *Cobb* was filed on September 26, 2022, with a class period beginning on September 26, 2018. Because the *Houeto* class period ran from December 6, 2018 through April 5, 2022, this settlement asserts class periods beginning April 6, 2022, and also covers the gap period from September 18, 2018 through December 6, 2018, which was not asserted in *Houeto*. Realin Decl., ¶¶2, 5.

	31, 2025. <i>Id.</i> , ¶A.12.
Definition of Aggrieved Employees	All current and former non-exempt employees of Defendants within the State of California at any time during the PAGA Period. <i>Id.</i> , ¶A.4.
PAGA Period	The period from April 6, 2022, through December 31, 2025. <i>Id.</i> , ¶A.32.
The number of Class Members and workweeks worked during the Class Period	Approximately 2,800 Class Members; 137,000 workweeks. <i>Id.</i> , ¶D.1.
The average individual settlement payment	\$2.48 per workweek; or approximately \$121.40 per Class Member (without accounting for the number of workweeks worked). Realin Decl., ¶31.

1. *Settlement Formula and Distribution*

Participating Class Members will receive their Settlement Payments from the NSA based on the number of workweeks they worked during the Class Period, calculated as follows:

$$\frac{\text{Workweeks Worked by Class Member}}{\text{Total Workweeks Worked by all Class Members}} \times \text{Net Settlement Amount} = \text{Class Member's Payment}$$

SA, ¶C.2.d.

Due to Defendants' financial condition,³ the settlement funds will be administered in installments; an initial \$400,000 installment will be paid within 30 days of final approval and a second installment of \$285,000 will be paid in 18 monthly installments, 17 of \$15,833.33 and a final one of \$15,833.39. The first installment will be used to distribute payments to Participating Class Members, Aggrieved Employees, the LWDA, and Class Representatives, with any remaining funds applied to Class Counsel's Litigation Expenses. The second installment will be used to pay the remaining Class Counsel Expenses, attorneys' fees, and the administration expenses. SA, ¶¶D.2-D.3.

CA Cinema will pay employer's side payroll taxes in addition to the Gross Settlement Amount. SA, ¶C.1. Class Members who do not opt out of the Settlement will release Defendants from all claims that relate to the causes of action asserted in this action – or those that could have been asserted in this action based on the facts alleged in Plaintiffs' operative complaint. *See id.*, ¶E.2.; *Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 538-39.

³ *See* Declaration of Luis Orozco, which is lodged under seal with Defendants' Motion to Seal.

1 Settlement checks will be valid and negotiable for 180 days. SA, ¶D.3.a. After that time, the
2 Parties will seek the Court's approval to donate the funds represented by uncashed checks from
3 the class action settlement fund, plus interest, to the California Controller's Unclaimed Property
4 Fund in the name of the Class Member, leaving no "unpaid residue" subject to California Code of
5 Civil Procedure section 384(b). *Id.*, ¶D.3.c.

6 All Settlement Payments are subject to taxation and will be reported to the IRS and state
7 tax authorities. Ten percent (10%) of each Class Member's settlement payment will be allocated as
8 wages, and 90% will be allocated as penalties and interest, with withholding to apply only to the
9 portion allocated to wages. *Id.*, ¶C.2.d.i. This allocation is based on the nature of the claims
10 asserted, including claims for unreimbursed business expenses and the fact that this matter
11 involves a PAGA cause of action. In allocating a portion of the recovery to interest, the allocation
12 also accounts for the statutory penalties available under Labor Code sections 226 and 203, as well
13 as PAGA, and recognizes that reimbursements under Section 2802 do not constitute wages.
14 Accordingly, the tax allocation is reasonable. Realin Decl., ¶20. Class Members shall seek their own
15 tax advice regarding this Agreement. *Id.*; SA, ¶M.8.

16 **2. Attorneys' Fees and Costs**

17 Subject to Court approval, up to \$228,333.33 or one-third of the Gross Settlement
18 Amount, may be allocated to attorneys' fees, and up to \$40,000 to litigation costs and expenses.
19 SA, ¶C.2.b. Courts in California wage and hour cases, where the common fund is under \$10
20 million, tend to award attorneys' fees in the 30% - 40% range. *Vasquez v. Coast Valley Roofing, Inc.*
21 (E.D. Cal. 2010) 266 F.R.D. 482, 491-92 (citing to five wage and hour class actions where courts
22 approved fee awards ranging from 30 to 33%). The trial court has discretion to award attorneys'
23 fees based on either the lodestar/multiplier calculation or the percentage-of-recovery method.
24 *Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 503. Class Counsel will brief the fee
25 application using both methodologies, as cross checks.⁴ Any portion of the requested attorneys'

26
27 ⁴ 80% of the awarded attorneys' fees will be allocated to Cohelan Khoury & Singer and the
28 Markham Law Firm (to be further divided 60% to CKS and 40% to MLF), and Moon Law Group
will receive 20%. Pancer Law Corporation will receive 10% of the 80% of the fee attributed to
CKS and MLF. Khoury Decl., ¶20. The clients approved this split in writing. *Id.*

fees and costs not awarded to Class Counsel shall be part of the Net Settlement Amount to be distributed to Class Members. SA, ¶C.2.b.

3. *PAGA Payment to Labor Workforce Development Agency*

The Parties agreed \$34,250, or 5% of the Gross Settlement Amount, will be allocated for payment under PAGA. Of this amount, 75% (\$25,687.50) will be paid to the LWDA, and 25% (\$8,562.50) to Aggrieved Employees. SA, ¶C.2.e. The PAGA penalties under this Settlement represent approximately 1.04% of the total potential maximum PAGA penalties for Plaintiffs' claims (67,454 pay periods within the applicable statute of limitations *\$100 = \$3,285,600 in total unstacked⁵ PAGA penalties). Realin Decl., ¶21. The subsequent penalties should be calculated at \$100, not \$200 per pay period because under *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, for a plaintiff to recover \$200 per subsequent violation an employer must have been cited first, which has not occurred here. *Id.* at 1207-09; *Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal. App. 5th 334, 356 ("the increased \$200 civil penalty for 'subsequent violation[s]' does not apply unless [Plaintiff] presents evidence that the Labor Commission or a court notified [Defendant] that it was in violation of the Labor Code."); *see also Hernandez v. Best Buy Stores, LP* (S.D. Cal. June 6, 2017) 2017 WL 2445438, *2 (holding, based on *Amaral*, that \$100 penalty per pay period is warranted because "no court, commissioner, or any other authority had held [that] Best Buy misclassified" the general managers.)).

This allocation of the PAGA penalties falls within the range of other approved PAGA settlements, as courts frequently approve PAGA awards between 0.2% to 2.2% of the total potential penalties. *Carrington v. Starbucks Corp.* (2018) 30 Cal. App. 5th 504, 528 (awarding PAGA penalties of 0.2% of the maximum, or \$5 per pay period); *Ruch v. AM Retail Grp., Inc.* (N.D. Cal. Sept. 28, 2016) 2016 WL 5462451, at *2, *7 (settlement allocating \$10,000 to PAGA penalties where potential value was over \$5.2 million, resulting in 0.2 percent PAGA recovery approved); *Van Kempen v. Matheson Tri-Gas, Inc.* (N.D. Cal. Aug. 25, 2017) 2017 WL 3670787, at *10 (granting final approval of \$5,000 PAGA penalty from \$370,000 settlement, or 1.4 percent); *Slavkov v. Fast*

⁵ "California Law is unsettled as to whether PAGA penalties may be stacked, and...in the absence of binding appellate decision on this issue, courts have gone in different directions." *Merante v. Am. Inst. For Foreign Study, Inc.* (N.D. Cal. July 25, 2022) 2022 U.S. Dist. Lexis 131833, at *18.

1 *Water Heater Partners I, LP* (N.D. Cal. July 25, 2017) 2017 WL 3834873, at *2 (finding that “\$7,500
2 PAGA payment is reasonable when measured against the total overall settlement [of \$345,000] and
3 the possible weaknesses in Plaintiffs’ case.”); *Thurman v. Baysshore Transit Mgmt.* (2012) 203 Cal. App.
4 4th 1112, 1135-36 (affirming 30% reduction under specified PAGA claim where the employer
5 produced evidence that it took its obligations seriously); *Aguirre v. Genesis Logistics* (C.D. Cal. Dec.
6 30, 2013) 2013 WL 10936035 at **2-3 (reducing penalty for past PAGA violations from \$1.8
7 million to \$500,000, after rejecting numerous other PAGA claims); *Merante*, 2022 U.S. Dist. Lexis
8 131833 at *19 (preliminarily approving a PAGA settlement amount representing between 0.27%
9 and 2% of the maximum potential PAGA liability, noting that the adequacy of the PAGA recovery
10 should be evaluated in the context of the accompanying class action settlement).

11 These PAGA penalties conform to the courts’ reasoning that “[t]he remedy sought in a
12 PAGA suit consists of civil penalties, not individual or class damages” [*Mendez v. Tween Brands, Inc.*
13 (E.D. Cal. June 30, 2010) 2010 WL 2650571, at *4], and in PAGA “[u]nlike class actions, these civil
14 penalties are not to compensate unnamed employees because the action is fundamentally a law
15 enforcement action.” See *Ochoa-Hernandez v. CJADERS Foods, Inc.* (N.D. Cal. Apr. 2, 2010) 2010
16 WL 1340777, at *4.

17 **4. Settlement Administration Costs**

18 The Parties selected Phoenix Settlement Administrators as the Settlement Administrator in
19 this action. SA, ¶G.1. The Parties obtained bids from four settlement administrators, and
20 Phoenix’s was a competitive bid. Khoury Decl., ¶14. The costs of the Administrator, estimated at
21 \$22,500, will be deducted from the Gross Settlement Amount. SA, ¶C.2.c. The declaration of
22 Michael Moore of Phoenix (“Phoenix Decl.”) shows the qualifications and experience of the
23 Administrator, procedures in place to protect the security of class data, the description of the
24 notice procedure, and the anticipated costs of the notice. Phoenix Decl., ¶¶2-18, Exhibits A-B.

25 **5. Service Payment to Class Representatives**

26 Subject to Court approval, up to \$10,000 from the Gross Settlement Amount will be paid
27 as an incentive award to each Plaintiff for their services as class representatives.⁶ SA, ¶C.2.a. Any
28

⁶ Each Plaintiff will provide a declaration detailing their involvement in this case with the Motion

portion of the requested Service Payment not awarded to Plaintiffs shall be part of the Net Settlement Amount to be distributed to Class Members. *Id.*

B. Settlement Administration

Within 14 calendar days after the preliminary approval, Defendants will provide the Administrator with a Class Data containing Class Members' contact information and sufficient information to determine the total number of workweeks worked within the relevant time period. SA, ¶G.4.a. Within 14 calendar days thereafter, Phoenix will send Class Notice to each Class Member as provided in this Settlement, determine the eligibility for, and the amounts of, any Settlement Payments under the terms of this Agreement. *Id.*, ¶G.4.c. Further, Class Members will also be able to contact the Settlement Administrator by telephone or e-mail, or access the settlement website,⁷ if they have any Settlement questions or need assistance. *See* Class Notice, **Ex. A** to the Settlement Agreement. Also, any objections to or opt-outs from the Settlement must be delivered to the Settlement Administrator. SA, ¶¶G.5.a, G.7.b.

VI. THE SETTLEMENT SATISFIES THE PRELIMINARY APPROVAL CRITERIA

There is a strong judicial preference for pre-trial settlement of complex class actions. *Officers for Justice v. Civil Serv. Comm'n of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. The trial judge exercises discretion in deciding whether to grant preliminary approval of a class action settlement and "great weight is accorded to [the] judge's views." *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal. App. 4th 1135, 1145. At this stage, a court limits its inquiry to the extent necessary to reach a reasoned judgment that "the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties." *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723.

In approving a settlement where the class has not yet been certified, the court must first determine that a class exists. *Amchem Prods., Inc. v. Windsor* (1997) 521 U.S. 591, 613, 619-20 (commonality must be shown at a preliminary approval stage, although not necessarily manageability). Then, the Court should examine the settlement as a whole to determine if it is fair, seeking Final Approval of the settlement.

⁷ The website will contain settlement-related documents, including notice of final judgment. C.R.C., Rule 3.771(b).

adequate and reasonable. *Id.*

A. The Value of the Class Settlement is Reasonable (*Kullar* analysis)

Defendants' records indicate there are 137,000⁸ workweeks worked by Class Members during the Class Period. SA, ¶D.1. The average hourly rate for Class Members is \$16.11. Realin Decl., ¶22. Based on the analysis of the produced data, Defendants' maximum potential exposure is as follows:

Unpaid wages/overtime: \$1,687,275. This is based on Plaintiffs' estimation that Class Members worked about half an hour off-the-clock every week. Thus, Defendants' exposure for unpaid time is as follows: 137,000 workweeks * \$24.16 overtime rate x 0.5 hours = \$1,654,960. Realin Decl., ¶23.

Meal break premiums: \$216,398.79. After accounting for meal break premiums paid, 3.2% of shifts show a missed, short, or late meal break, so the exposure is as follows: 419,768 shifts over 5 hours times 3.2% times \$16.11 = \$216,398.79. Realin Decl., ¶24.

Rest break premiums: \$2,207,070. Plaintiffs estimate that non-exempt employees were unable to take rest breaks twice in a workweek, resulting in the following exposure: 137,000 workweeks * 2 * \$16.11 = \$4,414,140. However, because rest breaks were not recorded, and Defendants' policies permit and authorize them, Plaintiffs will discount this claim by 50%, resulting in a realistic exposure of \$2,207,070.⁹ Realin Decl., ¶25.

Unreimbursed expenses: \$476,000 for \$20 per month in cell phone reimbursement, plus a nominal reimbursement for kitchen tools. According to Defendants, only servers, representing approximately 20% of the class, could potentially use cell phones for work purposes (85 months

⁸ The agreement contains an escalator clause, which provides that if the number of workweeks equals or exceeds 150,700, Defendants have an option to either increase the GSA proportionately, or agree to cut off the Class Period as of the date the number of workweeks is no more than 150,700. SA, ¶H.

⁹ Settlements are routinely approved as fair and reasonable when the maximum valuation is discounted by fifty percent, or more, to account for the class certification and merits risks. *See e.g., Milburn v. PetSmart, Inc.* (E.D. Cal. Oct. 29, 2019) 2019 WL 5566313 *4 (approving settlement as fair and reasonable where plaintiff applied forty to fifty percent discount each for class certification and risks on the merits); *see also Galvan v. Superior Tank Co Inc.* (C.D. Cal. July 19, 2016) 2016 WL 11502115 *7 (approving settlement as fair and reasonable where maximum valuation was discounted for the risk of non-certification, i.e. the rest period claim was discounted *by 85% for a risk of non-certification and by 65% on the merits*).

1 worked by approximately 2,800 employees x \$20 x 20% = \$1,200,880), and gloves and aprons and
2 other tools were provided to kitchen employees. Given the Defendants' position and the absence
3 of any policy requiring cell phone use for work purposes, this claim should be reduced by 50%,
4 resulting in a realistic exposure of \$476,000. Realin Decl., ¶26.

5 Wage statement penalties: \$3,204,020. There are approximately 1,632 employees and
6 32,856 pay periods during the one-year statute of limitations for this claim. Thus, Defendants'
7 exposure for this claim is as follows: \$50 x 1,632 initial pay periods = \$81,620; \$100 x 31,224
8 subsequent pay periods (32,856-1,632) = \$3,122,400, for a total of \$3,204,020. This does not
9 exceed the maximum \$4,000 per employee (\$3,204,020/ 1,632 = \$1,963.24). Realin Decl., ¶27.

10 Waiting time penalties: There are 2,331 former employees within the applicable limitations
11 period. Thus, Defendants' exposure for this claim is as follows: 7.25 hours worked daily x 30 days
12 x \$16.11 x 2,331 employees = **\$8,167,649.17**. Realin Decl., ¶28.

13 Thus, Defendants' maximum realistic liability for Plaintiffs' direct claims is **\$4,586,744**, and
14 an additional **\$11,371,669¹⁰** for Plaintiffs' derivative wage statement and waiting time penalties
15 claims, possible only if Plaintiffs prevailed on their underlying claims, for a total of **\$15,958,413**.
16 Thus, the Gross Settlement Amount of \$685,000 represents **14.93%** of Defendants' maximum
17 realistic liability for Plaintiffs' direct claims, and 4.29% of Defendants' maximum realistic liability
18 for all Plaintiffs' claims. Realin Decl., ¶30. This result is well within the range of settlements
19 commonly approved by California state and district courts. *Id. See also* Section IV(B)(2) below for a
20 detailed explanation.

21 **B. The Proposed Settlement is Fair, Adequate, and Reasonable**

22 The court must determine whether the settlement is fair, adequate, and reasonable. *See*
23 *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, *citing Officers for Justice*, 688 F.2d. at 625.
24 The "fair, reasonable and adequate" test stems from Rule 23 of the Federal Rules of Civil
25 Procedure. *Consumer Advocacy Group, Inc. v. Kintetsu Enters. of Am.* (2006) 141 Cal.App.4th 46, 61. In
26 the absence of California law, the court might follow the federal authority. However, California

27 ¹⁰ Although the 226 and 203 claims result in significant potential penalties, they must be viewed in
28 context. When compared to the approximately 2,800 employees and approximately 137,000 total
workweeks, the data reflects a relatively high turnover rate rather than sustained long-term
employment. Realin Decl., ¶29.

1 courts have never adopted Rule 23 as “a procedural strait jacket”; to the contrary, trial courts have
2 been urged to be flexible in dealing with class actions. *Wershba v. Apple Computer, Inc.* (2001) 91
3 Cal.App.4th 224, 240, *citing Cartt v. Super. Ct.* (1975) 50 Cal.App.3d 960, 970, n.16. Generally, the
4 opinions of counsel should be given considerable weight because of counsel’s familiarity with the
5 litigation, and previous experience with cases such as this one. *Officers for Justice*, 688 F.2d at 625.
6 “We note that... settlement [is] the preferred means of dispute resolution...especially in complex
7 class action litigation.” *7-Eleven Owners*, 85 Cal.App.4th at 1151.

8 At the preliminary approval stage, the Court considers if:

9 (1) the proposed settlement appears to be the product of serious, informed,
10 noncollusive negotiations, (2) has no obvious deficiencies, (3) does not improperly
11 grant preferential treatment to class representatives or segments of the class, and (4)
12 falls with the range of possible approval.
13 *In re Tableware Antitrust Litig.* (N.D. Cal. 2007) 484 F.Supp.2d 1078, 1079 (citing Manual for
14 Complex Litigation, ¶ 30.44 (2d ed.1985)). This Settlement meets all of these criteria.

15 **1. The Settlement is the Product of Serious, Informed and Noncollusive**
16 **Negotiations**

17 This Settlement is the result of extensive and hard-fought negotiations. Khoury Decl., ¶15.
18 Class Counsel analyzed pre-mediation data and diligently investigated Class Members’ claims. *Id.*, ¶16;
19 Section III(A), *supra*. Defendants produced voluminous documents in this action, as well as time and pay
20 records for a 15% sample of Class Members. Class Counsel reviewed Defendants’ policies, and retained
21 an expert to prepare a damages model. Khoury Decl., ¶16.

22 The vigorous litigation of this case gave both parties a clear view of the strengths and
23 weaknesses of their respective positions. *See Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010)
24 186 Cal.App.4th 399, 410 (approving settlement where “considerable information [exists] from
25 which to assess the strength of the class claims” and litigation risks); *Kullar v. Footlocker* (2008) 168
26 Cal.App.4th 116, 129-130 (trial court should have sufficient information about the potential value
27 of the case and litigation issues to independently review the reasonableness of the settlement.).

28 Before this action settled, the Parties participated in two mediation sessions before private
neutrals with experience in mediating wage and hour class actions. Khoury Decl., ¶13; Section
III(B), *supra*. That indicates the settlement was free of collusion. “The assistance of a well-
respected mediator with substantial experience in employment litigation...supports approval of the

1 settlement.” *Murillo v. Pac. Gas & Elec. Co.* (E.D. Cal. 2010) 266 F.R.D. 468, 479; *Dunk*, 48
2 Cal.App.4th at 1802-03.

3 The Parties have been cooperative, yet aggressive, and displayed capable and experienced
4 advocacy on both sides. Accordingly, “[t]here is ... every reason to conclude that settlement
5 negotiations were vigorously conducted at arms’ length and without any suggestion of undue
6 influence.” *In re Wash. Public Power Supply Sys. Sec. Litig.* (D. Ariz. 1989) 720 F.Supp. 1379, 1392.

7 **2. The Settlement has no “Obvious Deficiencies” and Falls within the**
8 **Approval Range**

9 “[T]he very essence of a settlement is compromise, ‘a yielding of absolutes and an
10 abandoning of highest hopes.’” *Officers for Justice*, 688 F.2d at 624 (quoting *Cotton v. Hinton* (5th Cir.
11 1977) 559 F.2d 1326, 1330). Thus, when evaluating the amount offered in settlement, the Court
12 should consider “the complete package taken as a whole,” and the amount should “not be judged
13 against a hypothetical or speculative measure of what might have been achieved by the
14 negotiators.” *Id.* at 625-28.

15 **(i) The Class Recovery Compares Favorably with Similar Wage and**
16 **Hour Class Action Settlements**

17 Courts routinely approve class action settlements where the settlement amount is a lower
18 percentage of the claimed amount of damages. *Thomas v. Cognizant Tech. Sols. U.S. Corp.* (C.D. Cal.
19 June 24, 2013) 2013 WL 12371622, at *6 (granting final approval in wage and hour action for
20 settlement between 4.4% and 5% of maximum liability); *In re MyFord Touch Consumer Litig.* (N.D.
21 Cal. Mar. 28, 2019) 2019 WL 1411510, at *10 (6% of valuation); *Bellinghausen v. Tractor Supply Co.*
22 (N.D. Cal. 2014) 303 F.R.D. 611, 623-24 (settlement between 9% and 27% of total potential
23 liability fair, adequate and reasonable given the uncertainty of continued litigation); *Stovall-Gusman*
24 *v. W.W. Granger, Inc.* (N.D. Cal. June 17, 2015) 2015 WL 3776765, at *4 (approving settlement
25 representing 10% of potential value). Simply put, “the fact that a proposed settlement may only
26 amount to a fraction of the potential recovery does not mean that [it] should be disapproved.” 7-
27 *Eleven Owners*, 85 Cal.App.4th at 1150, citing *Linney v. Cellular Alaska P’ship* (9th Cir. 1998) 151 F.3d
28 1234, 1242.

Here, the Settlement represents over 14.9% of Defendants’ maximum potential liability for
Plaintiffs’ direct unpaid time, meal and rest break, and 2802 claims, and 4.29% of Defendants’

1 maximum liability for all Plaintiffs' claims, without any risks, costs, and uncertainty of prolonged
2 litigation. Realin Decl., ¶30. Without accounting for the length of each Class Member's
3 employment with CA Cinema, a Class Member will recover over \$121 as a result of this settlement,
4 or \$2.48 per workweek. *Id.*, ¶31. Based on the average hourly rate of \$16.11, this amounts to
5 recovery of over 6 hours of wages per Class Member. *Id.*, ¶32. This is an excellent result. *See e.g.*,
6 *Villegas v. J.P. Morgan Chase & Co.* (N.D. Cal. Nov. 20, 2012) 2012 U.S. Dist. Lexis 166704, at *7, *23
7 (preliminarily approving settlement with approximately \$255 settlement payment per class
8 member).

9 ***(ii) The Formula of Allocation based on Workweeks is Fair and should
10 be Approved***

11 Class Members will receive a portion of the Gross Settlement Amount based on the
12 number of workweeks they worked for CA Cinema during the Class Period. This formula is
13 realistic because Class Members' individual recovery is proportionate to the amount of time the
14 Class Members were employed with Defendants. Realin Decl., ¶33. As discussed in Section III(C),
15 *supra*, considering lengthy litigation in the absence of a settlement, the risk that Plaintiffs and the
16 Class Members might not have been able to succeed at trial, and the risk that the court could
17 award less than \$685,000 in damages, the settlement amount is reasonable. *In re Mego Fin. Corp. Sec.*
18 *Litig.*, 213 F.3d at 458; *Sandoval v. Tharaldson Employee Mgmt.* (C.D. Cal. June 15, 2010) 2010 WL
19 2486346, at *7.

20 ***3. The Settlement does not Improperly Grant Preferential Treatment to
21 Class Representatives or Segments of the Class***

22 Class Representatives Sharon Cobb and Jacqueline Honorio will each receive \$10,000 for
23 their time and efforts in representing the Class. SA, ¶C.2.a. "Incentive awards [for class
24 representatives] are fairly typical in class actions." *Cellphone Termination Fee Cases* (2010) 186
25 Cal.App.4th 1380, 1393, citing *Rodriguez v. West Publ'g* (9th Cir. 2009) 563 F.3d 948, 958. California
26 courts agree that a class representative is entitled to such an award. *Cellphone Termination*, 186
27 Cal.App.4th at 1394. "Since without a named plaintiff there can be no class action, such
28 compensation as may be necessary to induce him to participate in the suit could be thought the
equivalent of the lawyers' nonlegal but essential case-specific expenses, such as long-distance
phone calls, which are reimbursable." *Clark v. Am. Residential Servs.* (2009) 175 Cal.App.4th 785,

804, citing *Matter of Cont'l Ill. Sec. Litig.* (7th Cir. 1992) 962 F.2d 566, 571.

Here, the service payments to Plaintiffs are based on the extent of their participation in this action and not conditioned upon Plaintiffs' support of the settlement. *Cf. Radcliffe v. Experian Info. Solutions, Inc.* (2013) 715 F.3d 1157, 1165. Plaintiffs assisted in investigation, participated in multiple call conferences with counsel, provided and reviewed documents and pleadings, and were on standby during mediation. *See* Realin Decl., ¶34.

Courts award incentive awards in this range. *Ross v. U.S. Bank Nat'l Ass'n* (N.D. Cal. Sept. 29, 2010) 2010 WL 3833922, at *3 (approving an award of \$20,000 to each of four named plaintiffs based on their contributions to litigation and the risk that being a class representative would harm their reputation); *see also Ridgeway v. Wal-Mart Stores Inc.* (N.D. Cal., Sept. 14, 2017) 2017 WL 4071293, at *19 (\$15,000 incentive awards for each of the named plaintiffs awarded); *Low v. Trump University, LLC* (S.D. Cal. 2017) 246 F.Supp.3d 1295, 1316 (\$15,000 incentive award approved where plaintiffs "devoted significant amounts of time and energy" to the action); *Glass v. UBS Fin. Servs.* (N.D. Cal. 2007) 2007 WL 221862 at *17 (\$25,000 for each class representative in wage and hour action). Thus, the proposed service payment is reasonable.

4. *The Stage of the Proceedings is Sufficiently Advanced to Permit Preliminary Approval of the Settlement*

"A court is more likely to approve a settlement if most of the discovery is completed because it suggests that the parties arrived at a compromise based on a full understanding of the legal and factual issues surrounding the case." *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D.Cal. 2004) 221 F.R.D. 523, 527.

Here, before settling this action, the Parties had a thorough understanding of their respective claims and defenses. *See* Section III(A), *supra*; Khoury Decl., ¶16. Before each mediation, Class Counsel had investigated Class Members' claims, examined documents and data, and performed damage calculations. *Id.* At the time the Parties engaged in mediation, they knew and understood their respective positions. *Id.* As a result of the work performed in this case, the real value of the class claims was well known, and Class Counsel determined that the Settlement with CA Cinema is fair, reasonable, adequate, and in the best interest of the Class. *Young v. Polo Retail, LLC* (N.D. Cal. Mar. 28, 2007) 2007 WL 951821, at *4.

VII. The Class Meets the Qualifications for Certification for Settlement Purposes¹¹

To prevail on a motion for class certification, plaintiffs need to show that “the question is one of a common or general interest, of many persons, or...the parties are numerous, and it is impracticable to bring them all before the court.” Cal. Code of Civ. Proc. § 382. Plaintiff needs to prove that the class is both ascertainable and that there is a well-defined community of interest among class members. *See Sav-On Drug Stores, Inc. v. Super. Ct.* (2004) 34 Cal.4th 319, 326. In *Sav-On Drug Store*, the court adopted a test for “community of interest,” which consists of the following prongs: (1) there are predominant common questions of law or fact; (2) class representatives have claims typical to those of the class; and (3) class representatives can adequately represent the interests of the class. *Id.*

A. Ascertainability and Numerosity Exist that can be Determined from Payroll Records

A class is generally considered ascertainable when: (i) under the class definition the members are clearly identifiable, and (ii) the members can be located and notified through a reasonable expenditure of time and money. *See Reyes v. San Diego County Board of Supervisors* (1987) 196 Cal.App.3d 1263, 1274-75; *Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919-20. Typically, class members are ascertainable when they can be easily identified by reference to official or business records. *Archer v. United Rentals, Inc.* (2011) 195 Cal.App.4th 807, 828; *Sevidal*, 189 Cal.App.4th at 919.

Here, the Class is composed of approximately 2,800 current and former non-exempt employees of Defendants in California, who can be identified and located from Defendants’ personnel and payroll records. In California, as few as ten (10) or twenty-eight (28) members satisfy numerosity. *Bowles v. Super. Ct.* (1955) 44 Cal.2d 574; *Hebbard v. Colgrove* (1972) 28 Cal.App.3d 1017, 1030. Thus, numerosity is satisfied, and the class is ascertainable.

B. Common Issues of Law and Fact Predominate over any Individual Issues

“As a general rule if the defendant’s liability can be determined by facts common to all

¹¹ CA Cinema agrees to certify a class for settlement purposes only, and their agreement to do so shall not be construed as an admission of the propriety of class certification outside of the settlement context. SA, ¶M.26.

1 members of the class, a class will be certified even if the members must individually prove their
2 damages.” *Brinker*, 53 Cal.4th at 1022. The court only determines whether or not “the theory of
3 recovery advanced by the proponents of certification is, as an analytical matter, likely to prove
4 amenable to class treatment.” *Sav-On Drug Stores*, 34 Cal.4th at 327.

5 Here, there are common questions of law and fact that apply to Class Members across the
6 board, and they predominate over any individual inquiries, in that “determination of [their] truth or
7 falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.”
8 *Wal-Mart Stores, Inc. v. Dukes* (2011) 131 S.Ct. 2541, 2551. Those questions include: (i) Whether or
9 not Class Members were required to work off-the-clock; (ii) Whether or not Class Members were
10 not provided with meal and rest breaks; (iii) whether or not Class Members were reimbursed
11 necessarily incurred business expenses; (iv) Whether or not Class Members were provided with all
12 wages due upon separation under Labor Code section 203; (vi) Whether or not Class Members
13 were provided with accurate wage statements as required by Labor Code section 226; (vii) Whether
14 or not Defendants engaged in unfair business practices in violation of the UCL. *See also* Realin
15 Decl., ¶35, stating that Plaintiffs’ claims are common to the claims of the absent Class Members.

16 Because several issues are common to all Class Members, a class action is superior to
17 numerous individual actions, and the maintenance of this action as a class action will save judicial
18 resources, and help avoid inconsistent judgments. *See Sav-on Drugs*, 34 Cal.4th at 326. Class
19 Members’ interests are relatively small, so they are unlikely to prosecute separate actions. Plaintiffs’
20 claims arise from their employment with Defendants in California.

21 **C. Plaintiffs’ Claims are Typical of the Claims of Class Members**

22 Typicality does not mean that the interests of representative plaintiffs must be identical to
23 those of the absent Class Members. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 46; *Staton v. Boeing*
24 *Co.* (9th Cir. 2003) 327 F.3d 938, 957. They only need to be “reasonably co-extensive with those of
25 absent class members.” *Parsons v. Ryan* (9th Cir. 2014) 754 F.3d 657, 685. Further, the
26 representative plaintiff must be a member of the class she seeks to represent. *La Sala v. American*
27 *Sav. & Loan Assn.* (1971) 5 Cal.3d 864, 875.

28 Here, Plaintiffs’ claims arise from the same facts and legal theories as the Class Members’

claims. Plaintiffs were subject to the same wage and hour policies and practices of Defendants. Thus, typicality is met.

D. Plaintiffs and Class Counsel will Adequately Protect the Interests of the Class

The adequacy of representation involves two conditions: the named plaintiff must be represented by counsel qualified to prosecute class actions of this type; and the named plaintiff's interests cannot be antagonistic to those of the class. *See McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.

Here, Plaintiffs retained counsel with extensive experience in prosecuting wage and hour class actions. Markham Decl., ¶¶2-9; Khoury Decl., ¶¶3-12; Pancer Decl., ¶¶3-8; Moon Decl., ¶¶5-25. In addition, Plaintiffs have the same interests as the rest of the Settlement Class, because they were allegedly injured in substantially the same manner. Realin Decl., ¶35. Thus, the Court should certify Plaintiffs' class claims for Settlement purposes.

VIII. THE PROPOSED NOTICE TO THE CLASS SHOULD BE APPROVED

A. Proposed Notice Plan

Within 14 calendar days after receiving class data from CA Cinema, the Settlement Administrator will send Class Notice to Class Members via first class mail. SA, ¶G.4.c. Before mailing the Notice, the Settlement Administrator will run a check of the Class Members' addresses against those contained in the USPS's National Change of Address database, and take any other appropriate steps to validate the correctness of the addresses provided by Defendants. *Id.*; Phoenix Decl., ¶8. If the Notice is returned with the forwarding address, the Settlement Administrator will use the forwarding addresses to locate the missing Class Members, and re-mail the Notice to the correct address. SA, ¶G.4.d. If a Notice is returned as non-deliverable with no forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate the most current address of the person to whom the Notice was addressed, and shall resend the Notice to any updated address within three (3) business days. *Id.* Any responses from the Class Member (*i.e.*, a dispute regarding calculation of workweeks, a Request for Exclusion, or an objection) are due to the Administrator within 45 days of the notice mailing, as defined in the Settlement Agreement, or within fourteen (14) days from the date of re-mailing, whichever is later. *Id.*, ¶G.4.e.

1 The Class Notice will summarize the terms of the Settlement Agreement, advise the Class
2 Members of their estimated individual settlement payment, and inform Class Members of their
3 right to object to or exclude themselves from the Settlement within 45 days after the Notice
4 mailing. SA, **Ex. A**. Because this is the California-only class, and the mailing will occur only in
5 California, 45 days to opt out from or object to the Settlement is sufficient. Khoury Decl., ¶18.
6 Further, because Class Members communicated with co-workers and supervisors on a daily basis
7 in English, English-only notice is sufficient. *Id.*

8 **B. The Proposed Notice to the Class is Fair and Adequate**

9 The Parties agreed on the language of the proposed Class Notice. Khoury Decl., ¶19. The
10 threshold requirement regarding the sufficiency of class notice is whether the means proposed for
11 distributing the notice are reasonably calculated to apprise the class of the pendency of the action,
12 the proposed settlement, and the right to opt out of or object to the settlement. *Eisen v. Carlisle &*
13 *Jacquelin* (1974) 417 U.S. 156, 173; *Mullane v. Cent. Hanover Bank & Trust Co.* (1950) 339 U.S. 306,
14 315; *see also* Cal. Rules of Court, Rule 3.766.

15 Here, the Notice is more than sufficient, because it gives Class Members, in an easy to
16 understand and clear language: (1) basic information about this action and the Settlement; (2) an
17 estimate of the weeks Class Members worked during the Class Period, and an explanation how
18 Class Members can dispute this calculation; (3) an explanation how the payout from the Settlement
19 will be calculated for each Class Member, and an estimate of a Class Member's Settlement
20 Payment; (4) an explanation how Class Members can exercise their right to opt out from, or object
21 to, the Settlement; (5) an explanation that any claims against Defendants that could have been
22 litigated in these two actions will be released if the Class Member does not opt out; (6) name of
23 Class Counsel and information regarding attorneys' fees and costs; (7) the date of the Fairness
24 Hearing and an explanation of eligibility to appear at the Fairness Hearing; and (8) the telephone
25 and e-mail number, as well as website address, where Class Members can obtain additional
26 information. *See* SA, Ex. A (proposed Class Notice).

27 Thus, the Notice plan proposed by the Settlement is fair and adequate, and complies with
28 the California Rules of Court, Rules 3.766 and 3.769(f).

IX. CONCLUSION

Plaintiffs' unopposed motion should, respectfully, be granted.

COHELAN KHOURY & SINGER

Dated: April 21, 2026

By: 

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behalf of herself and all others similarly situated