

MOON LAW GROUP, PC

Kane Moon (SBN 249834)

kmoon@moonlawgroup.com

Allen Feghali (SBN 301080)

afeghali@moonlawgroup.com

Mariam Ghazaryan (SBN 341119)

mghazaryan@moonlawgroup.com

Mitchell H. Millet (SBN 356250)

mmillet@moonlawgroup.com

725 South Figueroa Street, 31st Floor

Los Angeles, CA 90017

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

Attorneys for Plaintiff JACQUELINE HONORIO

COHELAN KHOURY & SINGER

Isam C. Khoury (SBN 58759)

ikhoury@ckslaw.com

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Maggie K. Realin (SBN 263639)

mrealin@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

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

Attorneys for Plaintiff SHARON COBB

[Additional counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE 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 PLAINTIFF
JACQUELINE HONORIO 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

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

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

DECLARATION OF JACQUELINE HONORIO

I, JACQUELINE HONORIO, declare as follows:

1. I am the named Plaintiff in this case. I am a former employee of the named Defendant USA Cinema Services, LLC (“Defendant”). As such, I have personal knowledge, or am informed and believe, of the following facts herein stated. If called as a witness, I could and would testify competently to the following:

BACKGROUND OF EMPLOYMENT

2. I worked for Defendant in a non-exempt, hourly-paid position from approximately June 2023 to June 2024. My responsibilities including washing dishes and pots, as well as maintaining a clean and organized kitchen. Throughout my employment, I typically worked five days each week and eight or more hours each workday.

3. During my employment with Defendant, I believe that I was not paid for all hours I worked, including as a result of time spent waiting to clock in. Also, due to the nature of my work, I occasionally experienced problems with meal breaks because I had to obtain management’s approval before taking them. I also was unable to take rest breaks because of my workload. Also, I did not receive reimbursement for all necessary business expenses that I incurred, including for the use of my personal cellphone and for the purchase of aprons, gloves, safety shoes, and protective eyewear.

4. As a result of Defendant’s wage-and-hour practices, I believe I have suffered unpaid wages and unreimbursed business expenses.

COMMONALITY AND PREDOMINANCE

5. I believe Defendant’s wage-and-hour practices that affected me also affected its other non-exempt employees. For instance, I believe other employees had spent time waiting to clock in without compensation and that Defendant’s failure to compensate employees for off-the-clock work affected all or most of its employees. I also believe other employees experienced problems with taking full and uninterrupted meal and rest breaks, receiving premium wages for non-compliant breaks, and receiving reimbursements for necessary business expenses incurred.

6. As a result of Defendant’s wage-and-hour practices, I believe other employees and I were harmed and are therefore owed wages and reimbursements.

TYPICALITY AND ADEQUACY

7. I was employed by Defendant in California in an hourly paid, non-exempt position during the proposed Class Period and was subject to the same pay structure and rules as all the other non-exempt employees of Defendant. Accordingly, I have brought this class action case on behalf of all other employees who are also or were at some point classified as non-exempt during their employment with Defendant. I believe my alleged claims in this case impacted not only me but the entire Class.

8. I am not aware of anything special about me that would raise unique defenses to my claims, as opposed to the claims of the Class. I am also not suing for anything unique to me; rather, my claims are based upon the same facts that relate to the rest of the Class.

9. I do not believe I have any conflicts of interest with other Class Members and I have agreed to place the Class's interests above my own. I do not intend to take any action that would place me in a position that is hostile to other Class Members.

10. I also do not believe I have any conflicts of interest with the proposed Administrator.

DUTIES AS CLASS REPRESENTATIVE

11. This lawsuit is not an individual lawsuit; rather, it is a proposed class action. I understand that as a Class Representative in this matter, I have an obligation to do my best to look out for the interests of other Class Members. I understand my obligations to the Class exist even when the Class is certified solely as part of a class action settlement. It is my understanding that, as one part of this duty to the Class, I cannot agree to a settlement to benefit myself to the exclusion of the rest of the Class Members. I have never asked my attorneys to simply settle this matter at any cost; rather, I have asked them to obtain the best settlement they could, within reason, and I believe that they have attempted to do so.

12. I have conferred with my attorneys about the Class Action and PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement") in this case. I am not an accountant, but I generally understand the factors and risks that should be considered when evaluating a settlement. I believe the Settlement Agreement is fair, adequate, and reasonable, and therefore, I would recommend the Court approve it.

1 13. I understand the obligations of being an adequate Class Representative include
2 significant responsibilities and a fiduciary duty to represent the Class, which means responding
3 truthfully, completely, and promptly to any information requests made by my attorneys; reviewing
4 facts and claims in the case to make certain the alleged Labor Code violations are redressed;
5 participating dutifully in the litigation; making myself available for any meetings, proceedings, and
6 court hearings at which I am needed; and, above all, putting Class interests above my own.

7 14. I brought this class action in full recognition and acceptance of my responsibilities as the
8 Class Representative, and I continue to appreciate the importance of my responsibilities as the
9 litigation continues.

10 15. This case was filed roughly one and a half years ago, and since then, I have made myself
11 available whenever my attorneys wanted to discuss aspects of my employment by Defendant, and I
12 remain committed to seeing this matter through to the end.

13 16. My goal in bringing this lawsuit was to obtain a recovery on behalf of the Class, and,
14 even more importantly, to put an end to what I believe are illegal practices on the part of Defendant.

15 17. Summing it all up in the simplest terms, I asked to be the stand-in for other employees
16 of Defendant as a Class Representative. Because of that, I cannot quit on the Class, and I cannot put
17 myself and my interests before the Class. I accept these duties and request that I be appointed as a
18 Class Representative, for settlement purposes.

19 18. I believe that were it not for me stepping forward and taking on the duties of protecting
20 the interests of other Class Members in this case, it is likely that the interests of the Class would
21 neither have been prosecuted nor benefited.

22 19. My participation began with bringing certain issues that are involved in this matter to my
23 attorneys' attention and explaining the factual background that was used to prosecute the claims in
24 this case. For example, I participated in numerous calls with my attorneys, I provided to my attorneys
25 and reviewed with them documents from my employment by Defendant that I had in my possession,
26 and I explained those documents and related facts to my attorneys to assist them in their review and
27 analysis.

28 20. My efforts continued after the suit was filed. For example, I continued to provide

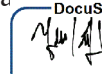
information to my attorneys and explained how they could be of potential use in this matter. I also made myself available to answer questions from my attorneys in preparation for and during the mediation that ultimately led to the proposed Settlement Agreement.

21. I have been, and will continue to be, actively involved in assisting my attorneys to support this wage and hour action. Based on the foregoing reasons, I respectfully request the Court appoint me, for settlement purposes only, as the Class Representative.

REASONABLENESS OF SERVICE PAYMENT

22. I understand the Settlement provides a Class Representative Service Payment to me in the amount of no more than \$7,500.00, subject to the Court's approval, as the Class Representative. I also understand that this service payment is in addition to the individual settlement payment I will receive as a Class Member. I believe this service payment fairly compensates me for initiating and helping to prosecute this case, for my effort and time on this case, and for the substantial risks I undertook with respect to agreeing to be the named Plaintiff in this case, including the negative impact this role may have on my future employability. I estimate that to date I have spent roughly 30 hours working on this case, and I expect that I will put in additional hours of my own time, including during the class notice process, to monitor the status of funding and disbursement following any entry of final approval, and to answer any questions that other class members might have. In addition, under the Settlement Agreement, I have signed a general release of any and all claims I have against Defendant, including a waiver of my rights under California Civil Code section 1542.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this August 12, 2026, at Inglewood, California.

DocuSigned by:

 E03C3719725B402...

JACQUELINE HONORIO