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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ARIEL DIAZ, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

REGAL CINEMAS, INC., a Tennessee corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 25STCV38124

Honorable Richard S. Kemalyan
Department 61

CLASS ACTION

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

[Declaration of Proposed Class Counsel (Daniel Bass); Declaration of Proposed Class Representative (Ariel Diaz); and [Proposed] Order filed concurrently herewith]

Reservation ID:	605427340953
Date:	June 16, 2026
Time:	9:00 a.m.
Department:	61
Complaint Filed:	December 29, 2025
Trial Date:	None Set

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TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on June 16, 2026, at 9:00 a.m. or as soon thereafter as the matter may be heard before the Honorable Richard S. Kemalyan in Department 61 of the Superior Court of California for the County of Los Angeles, located at 111 North Hill Street, Los Angeles, California 90012, Plaintiff Ariel Diaz ("Plaintiff" or "Class Representative") will, and hereby does, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Class and Private Attorneys General Act Representative Action Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**" to the Declaration of Daniel Bass in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement;
- Certifying the proposed Class for settlement purposes;
- Appointing Plaintiff Ariel Diaz as Class Representative;
- Appointing Arby Aiwazian, Joanna Ghosh, Daniel Bass, and Brian J. St. John of Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Notice of Class Action Settlement ("Notice"), attached as "**EXHIBIT A**" to the [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement, and directing the mailing thereof in accordance with the Settlement Agreement;
- Approving Simpluris, Inc. as the Settlement Administrator; and
- Scheduling a hearing to consider final approval of the Settlement.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which require approval by the Court of the settlement of a putative class action, and Rule 3.1113(e), which allows the Court to preliminarily certify a class for settlement purposes, and permits the Court to extend the page limit for memoranda.

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declaration of Proposed Class Counsel (Daniel Bass) and Proposed Class Representative (Ariel Diaz) in support thereof, as well as the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: May 6, 2026

LAWYERS *for* JUSTICE, PC

By: ______________________________
Daniel Bass
Attorneys for Plaintiff Ariel Diaz

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Ariel Diaz ("Plaintiff" or "Class Representative") seeks preliminary approval of the Class and Private Attorneys General Act Representative Action Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually, and on behalf of all others similarly situated, as well as on behalf of the State of California with respect to PAGA Members pursuant to the California Private Attorneys General Act, on the one hand, and Defendant Regal Cinemas, Inc. ("Defendant"), on the other hand. Subject to approval by the Court, Plaintiff and Defendant (together, the "Parties") have agreed to settle the lawsuits for a Total Settlement Amount of $3,100,000.00.[1]

Plaintiff also seeks to provisionally certify the following Class for settlement purposes, which Defendant does not oppose:

> All current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period ("Class" or "Class Members").[2]

Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement ("Participating Class Member") will receive a share of the Net Settlement Amount based on their share of Eligible Workweeks[3] ("Individual Settlement Payment"). The net payment of each Participating Class Member's Individual Settlement Payment will be calculated by calculating the total number of Eligible Workweeks of all Class Members collectively during the Class Period ("Initial Workweek Total"); the Settlement Administrator will divide the Net Settlement Amount by the Initial Workweek Total to determine the settlement value for each Eligible Workweek (the "Initial Workweek Value"); the Initial

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[1] Settlement Agreement, attached as "**EXHIBIT 2**" to Declaration of Daniel Bass ("Bass Decl."), § 43. On the April 8, 2026 mediation date, Regal represented that it had calculated and extrapolated the number of workweeks from August 1, 2023 through April 8, 2026 as 420,256 Workweeks (the "Mediation Data"). If the actual count of Eligible Workweeks in the Mediation Data is later validated by the Settlement Administrator to be more than 10% larger than 420,256 Workweeks, meaning that the total Eligible Workweeks count in the Mediation Data actually exceeds 462,281 Workweeks, then each Workweek that is in addition to 462,281 shall add an additional $7.38 to the Total Settlement Amount. For example, if the actual number of Workweeks in the Mediation Data is later validated to be 462,291 (i.e., 10 additional workweeks), then the Total Settlement Amount will be increased by $73.80 (i.e., $7.38 x 10). *See id.*, § 44.

[2] *Id.*, § 5. "Class Period" is defined as the period from August 1, 2023 to June 7, 2026. *See id.*, § 6.

[3] *Id.*, § 16.

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Workweek Value will be rounded to the nearest cent; and the Settlement Administrator will multiply the number of Eligible Workweeks of a Class Member during the Class Period by the Initial Workweek Value to determine that Class Member's estimated Individual Settlement Payment.[4]

The Settlement, upon final approval by the Court and funding of the Total Settlement Amount, will operate to resolve the Released Class Claims of Plaintiff and Participating Class Members and the Released PAGA Claims of the Plaintiff and State of California with respect to all PAGA Members.[5]

In order to efficiently present the Court with adequate information to determine whether to grant preliminary approval of the Settlement, Plaintiff also moves for an order permitting the filing of this single consolidated memorandum, although it exceeds the page limit established by California Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant owns and operates a number of movie theater venues in California and across the United States, including approximately 70 locations across California. Plaintiff is a former employee of Defendant.

On September 7, 2022, Defendant filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division ("Bankruptcy Court"). On June 28, 2023, the Bankruptcy Court entered its Order Approving the Debtors' Disclosure Statement and Confirming the Third Amended Joint Chapter 11 Plan of Reorganization of Cineworld Group PLC and Its Debtor Subsidiaries in the lead Chapter 11 Case No. 22-90168 ("Approved Chapter 11 Plan with Discharge of Claims"), which Defendant contends provides for a discharge of all claims against Defendant of any nature whatsoever, including and not limited to those asserted in the Action, that arose on or before the effective date of July 31, 2023.[6]

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[4] Settlement Agreement, §§ 56(a)-(c).

[5] *Id.*, at §§ 49 and 50. See *id.* at § 35 for the full scope of the "Released Class Claims" *id.* at § 36 for the full scope of the "Released PAGA Claims," and *id.* at § 37 for the definition of the "Released Parties."

[6] Bass Decl. ¶ 2. Given these bankruptcy proceedings the "Class Period" and "PAGA Period" begin on August 1, 2023, the day following the effective date of the "Approved Chapter 11 Plan with Discharge of Claims."

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On October 24, 2025, Plaintiff Ariel Diaz provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant Regal Cinemas, Inc. of the specific provisions of the California Labor Code alleged to have been violated ("PAGA Notice").[7]

On December 29, 2025, Plaintiff Ariel Diaz, individually, and on behalf of other members of the general public similarly situated, filed a Class Action Complaint for Damages in the Superior Court for the County of Los Angeles, thereby commencing the above-captioned lawsuit, case no. 25STCV38428 ("Class Action").[8]

On December 29, 2025, Plaintiff Ariel Diaz filed the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., in the Superior Court of the State of California, County of Los Angeles, thereby commencing case no. 25STCV38124 ("PAGA Action") (together with the Class Action, the "Actions").[9]

On March 23, 2026, Defendant filed a general denial answer to Plaintiff's Class Action Complaint for Damages.[10] On March 23, 2026, Defendant filed a Notice of Removal of the Class Action to the United States District Court, Central District of California, pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2), where the Class Action was assigned Case No. 2:26-cv-03107.

On April 14, 2026, the Parties filed a joint stipulation in the Class Action seeking leave for Plaintiff to file a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq*. ("FAC"), thereby adding a PAGA cause of action to the Class Action. The Parties currently await the Court's review and approval of the joint stipulation.[11]

Plaintiff's core allegations are that Defendant has violated California wage and hour law, including but not limited to laws set forth in the California Labor Code, by engaging in a uniform practice and procedure, with respect to Plaintiff, Class Members, and PAGA Members of, *inter alia*, failing to pay all overtime and minimum wages, at all or at the correct rate of pay, failing

[7] Bass Decl. ¶ 3.
[8] *Id.*, ¶ 4.
[9] *Id.*, ¶ 5.
[10] *Id.*, ¶ 6.
[11] *Id.*, ¶ 8.

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to provide a day of rest, failing to provide compliant meal and rest periods and associated premium pay, failing to pay reporting time pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq*., and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq*.). Plaintiff contends that he, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees and costs.

The Parties have actively litigated the Actions since they were both commenced by Plaintiff on December 29, 2025. On April 8, 2026, the Parties participated in a mediation session with Darren Cohen, Esq. ("Mediator"), a well-respected expert experienced in mediating complex labor and employment matters. [12] With the aid of the Mediator, the Parties reached the Settlement described herein to resolve the Actions in their entirety.

III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendant will pay a Total Settlement Amount of $3,100,000.00 to resolve the Actions.[13] Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Total Settlement Amount: (1) attorneys' fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., $1,085,000.00 if the Total Settlement Amount remains $3,100,000.00) and litigation costs and expenses in an amount not to exceed $25,000.00 ("Class Counsel Award") to Class Counsel; (2) Settlement Administrator Costs, which are currently estimated not to exceed $30,000.00 to the Settlement Administrator ("Settlement Administrator Costs"); (3) PAGA Payment of $310,000.00 ("PAGA Payment"); and (4) payment in the amount of up to $10,000.00 to Plaintiff ("Class Representative Enhancement Award").[14] The Parties have agreed to retain Simpluris,

[12] Bass Decl., ¶ 7.
[13] Settlement Agreement, § 43.
[14] Settlement Agreement, §§ 23, 42, 57(a), 58, and 59(a).

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Inc. ("Simpluris" or "Settlement Administrator") to handle the notice and settlement administration process.[15]

Sixty-five percent (65%) of the PAGA Payment (i.e., $201,500.00) ("LWDA PAGA Payment") will be distributed to the Labor and Workforce Development Agency ("LWDA") and 35% (i.e., $108,500.00) will be distributed on a *pro rata* basis to all Class Members who worked at any time during the PAGA Period ("PAGA Members").[16] PAGA Members will receive a *pro rata* share of the 35% portion of the PAGA Payment based on each PAGA Members' number of pay periods in which the PAGA Member worked for any amount of time for Defendant during the PAGA Period ("Eligible Pay Periods").[17]

The Parties have agreed that the Settlement Administrator will determine each Participating Class Member's share of the available Net Settlement Amount ("Individual Settlement Payment"), in accordance with the Settlement Agreement on a *pro rata* per Initial Workweek Value basis, which will be adjusted after Final Approval to reflect the total Final Workweek Value worked by Participating Class Member.[18] The Parties have agreed that the Settlement Administrator will determine each PAGA Member's *pro rata* share of the 35% share of the PAGA Payment, in accordance with the Settlement Agreement on a *pro rata* per Eligible Pay Periods basis.[19]

The Parties agree, for purposes of this Settlement, that Individual Settlement Payments will be allocated 20% to wages subject to withholdings and deductions and 80% to penalties, interest, and non-wage damages.[20] The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment, and issue checks to Participating Class Members for their Individual Settlement Payments. Each Individual PAGA Payment will be allocated as 100% penalties and will not be subjected to withholdings.[21] Defendant will provide the funds for any employer-side taxes

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[15] *Id.*, § 41.
[16] *Id.*, §§ 22, 26, & 28. "PAGA Period" is defined as the period from August 1, 2023 to June 7, 2026. *See id.*, § 29.
[17] *Id.*, §§ 15 & 57(d).
[18] *Id.*, § 56(b).
[19] *Id.*, § 57(d).
[20] *Id.,* § 60(a).
[21] Settlement Agreement, § 60(a).

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related to the Individual Settlement Payments separate and in addition to the Total Settlement Amount.[22]

Individual Settlement Payment and Individual PAGA Payment checks will be valid and negotiable for 180 calendar days after mailing, and thereafter, shall be canceled.[23] Thereafter, any funds attributable to unclaimed, undeliverable, or expired Individual Settlement Payment and/or Individual PAGA Payment checks shall be deposited to the State of California Unclaimed Property Division in the name of each Participating Class Member and/or PAGA Member who did not cash, deposit, or otherwise negotiate his or her check.[24]

Any Class Member may request to be excluded from the Class Settlement by mailing a Request for Exclusion postmarked on or before the date that is 45 calendar days from the date of the initial mailing of the Notice of Class Action Settlement by the Settlement Administrator ("Response Deadline").[25] PAGA Members shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.[26]

Only Class Members who have not submitted a Request for Exclusion (i.e., Participating Class Member) may object to the Class Settlement by submitting a Notice of Objection, to the Settlement Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval hearing, regardless of whether they submitted a written objection.[27]

In order to dispute the number of Eligible Workweeks and/or Eligible Pay Periods attributable to an individual Class Member and/or PAGA Member, that Class Member and/or PAGA Member must submit a written letter to the Settlement Administrator, and include copies of any supporting evidence they may have.[28]

IV. <u>LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS</u>

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[22] Ibid.
[23] *Id.*, § 62.
[24] Ibid.
[25] *Id.*, §§ 38 & 39.
[26] *Id.*, § 52(e)(4).
[27] *Id.*, § 52(f).
[28] *Id.*, § 45 & 52(c).

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The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). Courts review class action settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later detailed review after the period during which notice is distributed to class members for their comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002). Preliminary approval of a settlement does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage. Cal. R. Ct. 3.769(g).

In considering a potential class settlement, a court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant provisional class certification and preliminary approval; the court may grant such relief upon an informal application by the settling parties and may conduct any necessary hearing in court or in chambers, at the court's discretion. *Newberg,* § 11.25.

V. <u>THE COURT SHOULD PRELIMINARY APPROVE THE SETTLEMENT</u>

The trial court has broad discretion to determine whether a proposed settlement is fair under the circumstances of the case. *Dunk,* 48 Cal.App.4th at 1800. To make this fairness determination, courts must consider several relevant factors, including "the strength of the Plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and view of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Dunk*, 48 Cal.App.4th at 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. Furthermore, courts give "proper deference to the private consensual decision of the parties." *Hanlon*, 150

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F.3d at 1027 (citation omitted).

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba*, 91 Cal.App.4th at 245. "A presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Id.*; *Dunk*, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151.

A. The Settlement Resulted from Arm's-Length Negotiations Based Upon Extensive Investigation and Discovery.

The Parties have actively litigated the Actions since both were commenced on December 29, 2025. Both sides investigated the veracity, strength, and scope of the claims throughout the cases, and Class Counsel was actively preparing the matters for class certification and trial.[29]

Class Counsel conducted significant investigation and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of over a thousand pages of documents and data from Plaintiff, Defendant, and other sources.[30] The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's employment records, a detailed sampling of Plaintiff's and other Class Members' time data and pay records, multiple versions of Defendants' Employee Handbook, internal memoranda, Pay Data, Timeclock Swipes, Personnel Files, Employee Pay Selection Records, new hire/rehire checklists, job descriptions, company policy acknowledgements (including but not limited to the Cast Performance Handbook acknowledgment, Employee Status Acknowledgement, Electronic Paperwork Completion Acknowledgement, Meal & Rest Periods & Prohibited "Off-The-Clock" Work California Non-Exempt Employees Acknowledgement, and Employee Performance Notice), forms (including but not limited to Notice of Suspension Form, Notice of Change in Employment Relationship Form, Employee Counseling Form, New Hire/Rehire Checklist, Company Property Received by Employee Form,

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[29] Bass Decl., ¶¶ 26-30.
[30] *Id.*, ¶ 27.

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Application for Employment, Notice to Employee of Change in Employment Relationship form, procedures (including but not limited to Employee Termination Checklist, MPAA Ratings System / Admittance Procedures, and Emergency Procedures), and policies (including but not limited to Fraternization Policy, Electronic Communications Policy, No Solicitation Policy, Gratuities Policy, Disaster Relief Pay Policy, School Leave Policy, Anti-Bribery, Corruption and Fraud Policy, Anti-Money Laundering Policy, Sanctions Policy, Whistleblowing Policy, and Promotion Policy), among other information and documents.[31] Class Counsel had the opportunity to interview Plaintiff and others to gather facts and to identify potential witnesses.[32] In addition, Class Counsel has extensive experience in California wage-and-hour class actions.[33]

The Parties engaged in extensive settlement negotiations and participated in a full-day mediation conducted by Darren Cohen, Esq., a well-respected mediator experienced in mediating wage and hour class and representative actions.[34] Prior to and during the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation, including the risks of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, regular rate, rounding, meal and rest periods, day of rest, reporting time, PAGA representative claims, and state wage-and-hour enforcement; as well as the evidence produced and analyzed; and the possibility of appeals, among other things.[35] During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.[36] Arriving at a settlement that was acceptable to both Parties was not easy. Both sides felt strongly about their ability to prevail at certification and at trial.[37] Defendant has contended throughout the litigation that it has complied with all applicable laws related to the Class Members' employment and has entered into the Settlement to avoid the cost, risk, and inconvenience of

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[31] Bass Decl., ¶ 27.
[32] Ibid.
[33] *Id.*, ¶¶ 19-24.
[34] *Id.*, ¶ 7.
[35] *Id.*, ¶ 26.
[36] Ibid.
[37] Ibid.

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further litigation.[38] After conducting investigations, informal discovery, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation.[39] However, nothing in the Settlement, nor the fact the Parties' reached a settlement is to be construed or deemed as an admission of liability, or wrongdoing on the part of Defendant.[40]

B. <u>The Settlement Is Fair, Reasonable, and Adequate.</u>

The Settlement represents a fair, adequate, and reasonable resolution of the matter.[41] The Settlement was calculated using the information and data uncovered during litigation, case investigation, and the informal exchange of information.[42] The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the matter at issue.[43] Moreover, considering all of the facts and circumstances of the lawsuits, the Settlement represents a fair, reasonable, and adequate recovery for the Class.[44]

Assuming that the Class Counsel Award, Class Representative Enhancement Award, PAGA Payment, and Settlement Administrator Costs are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be $1,640,000.00.[45] Additionally, 35% of the PAGA Payment (i.e., Individual PAGA Payment), which is $108,500.00 out of $310,000.00, will be distributed to the PAGA Members. The entire Net Settlement Amount will be fully paid out to the Participating Class Members, in accordance with the Settlement Agreement.

The amount of each Participating Class Member's Individual Settlement Payment and each PAGA Member's Individual PAGA Payment will be calculated based on their Eligible Workweeks and/or Eligible Pay Periods during the Class Period and PAGA Settlement Period,

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[38] Settlement Agreement, § 47.
[39] Bass Decl., ¶ 26
[40] Settlement Agreement, § 47.
[41] Bass Decl., ¶ 31.
[42] *Id.*, ¶¶ 26-31.
[43] *Id.*, ¶ 26.
[44] *Id.,* ¶¶ 29 & 31.
[45] *Id.,* ¶ 10.

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respectively.[46] "An allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. Here, the allocation is reasonably related to the number of Eligible Workweeks and/or Eligible Pay Periods actually worked for Defendant during the relevant period and should be approved.

In light of the foregoing considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of the Class Members, PAGA Members, and the State of California.[47] Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appear to be competent, and have experience with this type of litigation, and investigation have been completed, as is the case here. *Newberg,* §11.47. Accordingly, the Court should grant preliminary approval of the Settlement.

C. <u>The Settlement Is of Significant Value.</u>

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted extensive informal discovery and exchanged over a thousand pages of documents, data, and information prior to mediation.[48] The information that Class Counsel obtained from Plaintiff, Defendant, and other sources allowed Class Counsel to develop valuation models in order to evaluate the potential value and merit of the claims, and perform a complete evaluation of Defendant's defenses thereto.[49]

VI. <u>CERTIFICATION OF THE CLASS IS APPROPRIATE</u>

The requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.[50] California Code of Civil Procedure Section 382 "authorizes class actions when the question is one of a common or general interest, of many persons, or when the Parties are numerous, and it is impracticable to

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[46] Settlement Agreement, §§ 56 & 57.
[47] Bass Decl., ¶¶ 25-31.
[48] *Id.*, ¶¶ 26-30.
[49] *Id.*, ¶¶ 25-31.
[50] Settlement Agreement, § 68.

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bring them all before the court." *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the Plaintiff identifies "both [1] an ascertainable class and [2] a well-defined community of interest among class members." *Id.*

A. The Class Is Ascertainable and Sufficiently Numerous.

"Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*." *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914. "A class is ascertainable if it identifies a group of unnamed Plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description." *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed Class must also be sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435; *see also Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). The Class here is estimated to be approximately 7,000 individuals, which is sufficiently numerous.[51] Further, all Class Members can and will be identified by Defendant to the Settlement Administrator through a review of Defendant's employment records regarding all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period. As such, the Class is ascertainable and sufficiently numerous.

B. The Share a Well-Defined Community of Interest.

The community of interest requirement "embodies three factors: (1) predominant common questions of law or fact; (2) Class Representative with claims or defenses typical of the class; and (3) Class Representative who can adequately represent the class." *Sav-On*, *supra*, 34 Cal.4th at 326. "[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims*." *Capitol People First v. Dep't of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts focus on the Defendant's internal policies and "pattern and practice . . . in order to assess whether

[51] Bass Decl., ¶ 16.

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that common behavior toward similarly situated Plaintiff renders class certification appropriate." *Id.* (citing *Sav-On*, 34 Cal.4th at 333).

Here, common issues of law and fact predominate as to each of the claims alleged and asserted in the Actions. Based on the documents and information obtained through informal discovery and exchange of information in the cases, Plaintiff contends that Class Members performed similar job duties and were subject to uniform operations and employment policies, practices, and procedures during the Class Period, including payroll and recordkeeping practices.[52] As a result, Plaintiff claims that all of the Class Members were uniformly not paid all compensation due to them from Defendant during the time period at issue. Plaintiff maintains that the outcome of this litigation would be determined by Defendant's alleged uniform operations and employment policies and procedures that applied across all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

As a member of the Class who were subject to these same policies, practices, and procedures, Plaintiff's claims are typical of the Class. Moreover, Plaintiff has no interests adverse to the Class. Plaintiff has taken steps to initiate and maintain the actions and to ensure that it comes to a fair and reasonable resolution.[53] Importantly, Plaintiff has retained a law firm well-versed in wage and hour class actions, which has at all times represented the best interests of Plaintiff, the Class and the State of California.[54]

Accordingly, the proposed Class shares a community of interest, and the Court should certify the Class for settlement purposes only.

VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR CLASS COUNSEL AWARD

Class Counsel has litigated the cases for several months and was actively preparing the matters for class certification and trial.[55] The ongoing work has been extensive, demanding, and

[52] Bass Decl., ¶ 17.
[53] Declaration of Ariel Diaz in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Diaz Decl."), ¶¶ 3-6.
[54] Bass Decl., ¶¶ 19-27.
[55] Bass Decl., ¶ 26.

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ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed over a thousand page of documents and data[56] and also interviewed and obtained information from Plaintiff and other percipient witnesses, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendant's counsel regarding the pleadings and the production of documents and data prior to mediation.[57] Counsel for the Parties also undertook extensive settlement discussions, which included participating in mediation.[58]

Class Counsel is well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Class.[59]

The Settlement establishes a Total Settlement Amount of $3,100,000.00, and provides for Class Counsel to apply to the Court consisting of attorneys' fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., $1,085,000.00 if the Total Settlement Amount remains $3,100,000.00) and reimbursement of actual costs and expenses in an amount up to $25,000.00.[60] The attorneys' fees provided for by the Settlement are commensurate with: (1) the risk that Class Counsel took in bringing and litigating the cases, (2) the extensive time, effort and expense that Class Counsel dedicated to the cases, (3) the skill and determination that Class Counsel has shown, (4) the results that Class Counsel has achieved throughout the litigation, (5) the value of the Settlement that Class Counsel has achieved for the Class Members, PAGA Members, and the State of California, and (6) the other cases that Class Counsel had to turn down in order to devote its time and efforts to this matter. The proposed Notice provides Class Members that an award of the Class Counsel Award will be sought, and the amount allocated toward the Class Counsel Award by the Settlement.[61]

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the

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[56] *Id.*, ¶¶ 27 & 30.
[57] Ibid.
[58] *Id.*, ¶¶ 7, 26 & 27.
[59] *Id.*, ¶¶ 19-25.
[60] Settlement Agreement, §§ 43 & 59.
[61] Settlement Agreement, Exh. A.

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"experienced trial judge is the best judge of the value of professional services rendered in his court." *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (citing *Lealao*, 82 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Id.* at 50.

The California Supreme Court has confirmed the propriety of calculating and awarding attorneys' fees as a percentage of a settlement that has, by litigation, been preserved or recovered for the benefit of others. *Laffitte*, *supra*, 1 Cal.5th 480 at 486 & 506. The Court has taken the position that while "[t]rial courts have discretion to conduct a lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee[,]" and "[t]he percentage of fund method survives in California." *Id*. (internal quotation marks omitted).

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. *Newberg,* § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the $7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve class action attorneys' fee awards "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); see also *Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept. 2006) (wage and hour).

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.[62]

Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiff's Motion for Final Approval of the Settlement and application for the Class Counsel Award at the Final Approval Hearing. Considering the work performed and the risks incurred, the attorneys' fees provided for by the Settlement are well within the range of reasonableness for preliminary approval.

VIII. THE PROPOSED NOTICE IS ADEQUATE

California statutory authority and case law vests the Court with broad discretion in fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it "present[s] a fair recital of the subject matter and proposed terms" of the Settlement. *Mendoza v. United States* (9th Cir. 1980) 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177).

"Sufficient information about the case should be provided to enable class members to make an informed decision about their participation." *Manual for Complex Litigation* § 21.311 at 413 (4th ed. 2004). The proposed Notice describes the Settlement, the deadlines and procedures to submit an objection to the Class Settlement, submit a Request for Exclusion from the Class Settlement, and/or dispute regarding Eligible Workweeks and/or Eligible Pay Periods, and the date and time set for the Final Approval Hearing.[63] The proposed Notice summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.[64] The proposed Notice recognizes that the Court has not yet granted final approval of the settlement.[65] The proposed Notice also apprises the Class Members and PAGA Members of, *inter alia*, how their Individual Settlement Payment and if applicable, their Individual PAGA Payment is calculated and the number of Eligible Workweeks and/or Eligible

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[62] Bass Decl., ¶ 11.
[63] Settlement Agreement, Exh. A.
[64] Settlement Agreement, Exh. A.
[65] Ibid.

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Pay Periods credited to them.[66] The proposed Notice fulfills the requirement of neutrality in notice procedure. *Newberg,* at § 8.39.

Thus, the proposed Notice satisfies all due process requirements and complies with the standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt*, *supra*, 50 Cal.App.3d at 960. Accordingly, the Court should approve the proposed Notice.

IX. APPOINTMENT OF THE SETTLEMENT ADMINISTRATOR

The Parties have selected Simpluris, Inc. as the Settlement Administrator. Within 30 calendar days of receipt of the Class Information, the Settlement Administrator will perform an NCOA check and will mail the Notice of Class Action Settlement to each Class Members in English via regular First-Class U.S. Mail.[67] The Settlement Administrator will skip-trace returned Notice and re-mail the Notice to the new addresses within three business days.[68] In the case of a re-mailed Notice, the Response Deadline will be extended 15 calendar days from the original Response Deadline.[69] The Administrator will receive and process Request for Exclusion, Notice of Objection, and any challenges to Eligible Workweeks and/or Eligible PAGA Pay Periods.[70] In addition, the Settlement Administrator will be responsible for printing, distributing, and tracking Notices and other documents for the Settlement; calculating and distributing payments due under the Settlement; issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances; providing necessary reports and declarations; and other duties and responsibilities to process the Settlement and as requested by the Parties.[71] The Settlement Administrator Costs is currently estimated to be $30,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.[72] Accordingly, Plaintiff respectfully requests that the Court appoint Simpluris, Inc. as the Settlement Administrator and direct the mailing of the Notice to the Class Members and PAGA

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[66] Ibid.
[67] *Id.*, § 52(a).
[68] *Id.*, § 52(b).
[69] Ibid.
[70] *Id.*, § 64(a).
[71] Settlement Agreement, § 64(a).
[72] *Id.*, § 42.

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Members in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

X. CLASS REPRESENTATIVE ENHANCEMENT AWARD

Plaintiff respectfully requests that the Court appoint him as the Class Representative and preliminarily approve the Class Representative Enhancement Award in an amount up to $10,000.00.[73] It is within the Court's discretion to award payment to a Class Representative for his efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299. The factors that courts may consider in determining whether to make an Class Representative Enhancement Award include: (1) the risk to the Class Representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the Class Representative; (3) the amount of time and effort spent by the Class Representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the Class Representative as a result of the litigation. *Id*.

The Class Representative Enhancement Award is fair and appropriate. Plaintiff spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.[74] Plaintiff was available whenever Class Counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims.[75] Accordingly, it is appropriate and just for Plaintiff to receive $10,000.00 for his services on behalf of the Class, PAGA Members, and the State of California, in addition to his Individual Settlement Payment and Individual PAGA Payment.

XI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant Preliminary Approval of the Settlement; conditionally certify the Class for settlement purposes; preliminary appoint and designate Lawyers *for* Justice, PC as Class Counsel; appoint Plaintiff Ariel Diaz as Class Representative; appoint Simpluris, Inc. as Settlement Administrator; preliminarily

[73] *Id.*, § 58.
[74] Bass Decl., ¶ 18; Diaz Decl., ¶ 4.
[75] Bass Decl., ¶ 18; Diaz Decl., ¶¶ 3-6.

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approve the allocations for Class Counsel Award, Class Representative Enhancement Award, PAGA Payment, and Settlement Administrator Costs; approve the proposed Notice; direct the Settlement Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided by the Settlement Agreement; and to schedule a Final Approval Hearing to take place in approximately 6 months.

Dated: May 6, 2026

LAWYERS *for* JUSTICE, PC

By: ______________________________

Daniel Bass
Attorneys for Plaintiff Ariel Diaz

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ARIEL DIAZ vs REGAL CINEMAS, INC., A TENNESSEE CORPORATION

Case Number: 25STCV38124 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2025-12-29 Location: Stanley Mosk Courthouse - Department 61

Reservation

Case Name: ARIEL DIAZ vs REGAL CINEMAS, INC., A TENNESSEE CORPORATION	Case Number: 25STCV38124
Type: Motion re: (Motion for Preliminary Approval of Class Action and PAGA Settlement)	Status: RESERVED
Filing Party: Ariel Diaz (Plaintiff)	Location: Stanley Mosk Courthouse - Department 61
Date/Time: 06/16/2026 9:00 AM	Number of Motions: 1
Reservation ID: 605427340953	Confirmation Code: CR-XSM2R6DQT2GMYQ8QZ

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
TOTAL			**$0.00**

Payment

Amount: $0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

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