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Clerk of the Superior Court
By T. Automation , Deputy Clerk

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Lauren N. Vega (State Bar No. 306525)
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Attorneys for Plaintiff Sarah Whisper Martiny

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

SARAH WHISPER MARTINY, individually
and on behalf of all others similarly situated and
the State of California under the Private
Attorneys General Act,

Plaintiffs,

vs.

BOFFO CINEMAS, LLC and DOES 1 through
50, inclusive,

Defendants.

Case No. 37-2024-00008262-CU-OE-CTL

Hon. Terrie E. Roberts
Dept. 68

CLASS ACTION

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS' FEES
AND COSTS AND ENTERING JUDGMENT**

Action Filed: February 22, 2024

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE
2 TAKE NOTICE THAT:

- 3 1. On September 18, 2026, at 10:30 a.m. in this Department, the Court entered the Order and
4 Judgment Granting Final Approval of Class Action Settlement and Attorneys' Fees and Costs
5 and Entering Judgment attached hereto as Exhibit 1.
- 6 2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.
- 7 3. A conformed copy of this Notice will be submitted to the LWDA via its online electronic portal
8 in accordance with Labor Code § 2699(s)(3).
- 9 4. Notice of the Court's final ruling and entry of judgment is hereby provided.

10 Respectfully submitted,

11
12 Dated: September 22, 2026

Ferraro Vega Employment Lawyers, Inc.

13
14 
15 _____
16 Conor J.D. Gómez
17 Nicholas J. Ferraro
18 Lauren N. Vega
19 Dorota A. James
20 *Attorneys for Plaintiff Sarah Whisper Martiny*
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27
28

EXHIBIT 1

FILED
San Diego Superior Court

SEP 18 2026

Clerk of the Superior Court
By: R. Cersosimo, Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

SARAH WHISPER MARTINY, individually
and on behalf of all others similarly situated and
the State of California under the Private
Attorneys General Act,

Plaintiffs,

vs.

BOFFO CINEMAS, LLC and DOES 1 through
50, inclusive,

Defendants.

Case No. 37-2024-00008262-CU-OE-CTL

Hon. Terrie E. Roberts
Dept. 68

CLASS ACTION

**ORDER AND JUDGMENT GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS' FEES
AND COSTS AND ENTERING JUDGMENT**

Motion for Final Approval/Attorneys' Fees:

Date: September 18, 2026

Time: 10:30 a.m.

[Filed concurrently with Plaintiff's Notice of
Unopposed Motion and Motion for Final
Approval of Class Action Settlement, Plaintiff's
Memorandum of Points and Authorities,
Declaration of Conor J.D. Gómez, Declaration of
Plaintiff Sarah Whisper Martiny, and Declaration of
Veronica Olivares]

Action Filed: February 22, 2024

1 This matter came on for hearing on September 18, 2026, at 10:30 a.m. in Department 68 of the
2 above-captioned Court, the Honorable Terrie E. Roberts presiding, on (1) Plaintiff's Motion for Final
3 Approval of Class Action Settlement and (2) Plaintiff's Motion for Attorneys' Fees and Costs.

4 Having received and considered the motions and supporting papers, including the Class Action
5 and PAGA Settlement Agreement ("Settlement"), the evidence and documents received by the Court
6 in connection with the Motions for Final Approval and Attorneys' Fees and Costs, and the previously
7 decided Motion for Preliminary Approval, the Court GRANTS FINAL APPROVAL of the Settlement
8 and ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

9 1. The Court, for purposes of this Order, adopts and uses all defined terms as set forth and
10 defined in the Settlement filed in this case (the "Action").

11 2. The Court confirms certification, for settlement purposes only, of the Class as defined
12 in the Settlement and approved at the preliminary approval stage as: "all current or former non-exempt
13 employees who worked for Defendants in California during the Class Period and did not sign binding
14 arbitration agreements."

15 3. The Class Period means February 22, 2020, through March 22, 2026.

16 4. PAGA Members are "all current or former non-exempt employees who worked for
17 Defendants in California during the PAGA Period".

18 5. The PAGA Period means February 6, 2023, through March 22, 2026.

19 6. Pursuant to the terms of the Settlement and the Order Granting Preliminary Approval,
20 and the Settlement, the Class Notice was sent to each Class Member by first-class U.S. mail. The
21 Class Notice informed the Class of the terms of the Settlement, their right to receive an Individual
22 Class Payment and Individual PAGA Payment without any required action, their right to comment
23 upon or object to the Settlement, and their right to appear in person or by counsel at the Final Approval
24 Hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided
25 for each of these procedures.

26 7. Zero Class Members returned a written objection to the proposed Settlement as part of
27 the notice process or stated an intention to appear at the Final Approval Hearing and there we no
28

1 dissenting appearances from any Class Members at the hearing. No Class Members requested
2 exclusion from the Settlement.

3 8. The Court finds and determines the Class Notice procedure afforded adequate protection
4 to the Class and provides the basis for the Court's informed decision regarding approval of the
5 Settlement based on the response. The Court finds and determines the Class Notice provided was the
6 best notice practicable, satisfying the requirements of law and due process.

7 9. For purposes of approving this Settlement only, this Court finds and concludes: (a) the
8 proposed Class is ascertainable and so numerous that joinder of all Class Members is impracticable;
9 (b) there are questions of law or fact common to the proposed Class, and there is a well-defined
10 community of interest among members of the Class with respect to the subject matter of the claims;
11 (c) the claims of the Class Representative are typical of the claims of the Class; (d) the Class
12 Representative has and will fairly and adequately protect the interests of the Class; (e) a class action
13 is superior to other available methods for an efficient adjudication of this controversy in the context of
14 settlement; and (f) the law firm of Ferraro Vega Employment Lawyers, Inc. is qualified and adequate
15 to serve as "Class Counsel" in this action.

16 10. The Court finds and determines the terms set forth in the Settlement are fair, reasonable,
17 and adequate and, having found the Settlement was reached as a result of informed and non-collusive
18 arms'-length negotiations facilitated by a neutral and experienced mediator, directs the Parties to
19 effectuate the Settlement according to its terms. The Court further finds the Parties conducted
20 extensive investigation, research, and informal discovery, and that their attorneys were able to
21 reasonably evaluate their respective positions. The Court also finds that Settlement will enable the
22 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
23 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery and
24 recognizes the significant value provided to the Class. Therefore, the Court approves the Settlement
25 and incorporates the terms of the Settlement in full into this Final Approval Order as though fully set
26 forth herein.

1 11. The Court finds and determines the Administration Expenses of \$13,500 incurred by the
2 Administrator in administering the Settlement are fair and reasonable. The Court orders these
3 Administration Expenses be paid in accordance with the terms of the Settlement.

4 12. The Court finds and determines the Service Payment of \$10,000 to Plaintiff Martiny is
5 fair and reasonable. The Court orders the Service Payment be paid in accordance with the terms of
6 the Settlement.

7 13. The Court finds and determines payment to the California Labor and Workforce
8 Development Agency of \$18,750, as its 75% share of the civil penalties under the Private Attorneys
9 General Act is fair, reasonable, and appropriate. The Court orders that amount be paid in accordance
10 with the terms of the Settlement and approves the settlement of claims under the Private Attorneys
11 General Act pursuant to Labor Code § 2699(s)(2).

12 14. The Court finds and determines payment to the PAGA Members of \$6,250, as their 25%
13 share of the civil penalties under the Private Attorneys General Act is fair, reasonable, and appropriate.
14 The Court orders that amount be paid in accordance with the terms of the Settlement

15 15. Pursuant to the terms of the Settlement and the statutory provisions authorizing
16 attorneys' fees under the California Labor Code and Code of Civil Procedure, as set forth in the Motion
17 for Attorneys' Fees, the Court awards Plaintiff's Counsel payment of the Attorneys' Fees of \$169,983
18 and Litigation Costs of \$33,212.51. Class Counsel has sufficiently explained the basis for the fee
19 award based on a percentage of the fund. The Court finds such amounts to be fair and reasonable.
20 The Court orders the Settlement Administrator to make these payments in accordance with the
21 Settlement.

22 16. The Administrator is hereby directed to distribute the Gross Settlement Amount as
23 contemplated under the Settlement, including any unclaimed funds which shall be sent to the State of
24 California's Unclaimed Property Division, without the need to submit a separate amended Order.

25 17. Without affecting the finality of this Order or the entry of judgment in any way and
26 pursuant to C.C.P. Section 664.6, the Court retains jurisdiction of the Parties, their counsel, the
27 Administrator, and all matters relating to the interpretation, administration, implementation, and
28 enforcement of this Order and the Settlement.

1 18. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
2 the Settlement or under this Order, including the requirement that Defendant make payments to Class
3 Members in accordance with the Settlement.

4 19. The Court hereby ENTERS FINAL JUDGMENT in accordance with the terms of the
5 Settlement, in accordance with this Final Approval Order and Judgment.

6 20. The Parties shall comply with Cal. Rules of Court Rule 3.771(b), by filing a Notice of
7 Entry of Judgment with the Court.

8 21. _____
9 _____
10 _____
11 _____
12 _____

13 **IT IS SO ORDERED.**

14
15 Date: _____

9/18/20



The Honorable Terrie E. Roberts
Judge of the Superior Court

EXHIBIT 2

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE
TENTATIVE RULING**

HEARING DATE: 9/18/2026

JUDICIAL OFFICER: TERRIE E. ROBERTS

CASE NO.: 37-2024-00008262-CU-OE-CTL

CASE TITLE: Whisper Martiny vs Boffo Cinemas LLC [E-FILE]

Plaintiff Sarah Whisper Martiny (“Plaintiff”)’s Motion for Final Approval of Class Action and PAGA Settlement (the “Final Approval Motion”) (*See* Cal. Rules of Court, Rule 3.769 (a), (b), (g).)

Plaintiff’s Motion for Attorneys’ Fees and Costs (the “Fees Motion”) *is granted*.

As the Final Approval Motion and the Fees Motion (collectively the “Motions”) are intertwined, the Court will address them together.

The Court construes the lack of opposition as a concession of the Motions’ merits. (*See* San Diego Rules of Court, Rule 2.1.19.B.) In addition, and considering no objections or requests for exclusion have been received from members of the Settlement Class Members, the Court finds that the Class Action and PAGA Settlement Agreement (the “Settlement Agreement”), attached as Exhibit 1 to the Declaration of Conor J.D. Gomez (“Gomez Decl.”) (ROA # 70) is fair, adequate, and reasonable in light of the issues fairly presented. (*See Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801; *In re Microsoft I-V Cases* (2006) 135 Cal. App. 4th 706, 723; *In re Cellphone Termination Fee Cases* (2010) 186 Cal. App. 4th 1380, 1389; Ferraro Decl. (ROA # 27), ¶¶ 1-11, 13-15, 20-21.) The Court also finds that the requested attorneys’ fees and costs are fair and reasonable.

In particular, the Settlement Administrator CPT Group, Inc. (“CPT”) sent the Class Notice to all 1,098 individuals listed in the Class List after first processing them in a database maintained by the United States Postal Service (“USPS”) to locate 134 updated addresses. (Olivares Decl., ¶ 3-7, Ex. A.)¹ Of those notices, 132 were returned without a forwarding address and two were forwarded by the USPS. (*Id.*, ¶ 9.) CPT then attempted to locate updated mailing addresses using skip tracing and obtained 118 updated addresses through this process, with only 15 notices remaining undeliverable. (*Id.*, ¶¶ 9-10.) CPT received zero objections, disputes, or

¹ The Court notes that the Olivares Decl. contains a typographic error regarding the number of PAGA members, listing the number as 181, but the Settlement Agreement lists the number as 812, which is consistent with other filings and the PAGA payment amounts. (*See* Olivares Decl., ¶ 4; Gomez Decl., Ex. 1, § 9.)

requests for exclusion. (*Id.*, ¶¶ 11-13.) Accordingly, there are 1,098 participating Class Members (*Id.*, ¶ 14.)

The Net Settlement Amount of \$258,304.49 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees (\$169,983.00), and Class Counsel costs (\$33,212.51), requested Enhancement Payment to Plaintiff (\$10,000.00), the PAGA Amount (\$25,000.00), and the requested Settlement Administration Costs (\$13,500.00) from the Gross Settlement Amount (\$510,000.00). (*Id.*, ¶ 15.) Based on these calculations, the maximum Individual Settlement Share to be paid is approximately \$1,858.10, the lowest Individual Settlement Share to be paid is approximately \$7.20, while the average Individual Settlement Share to be paid is approximately \$235.25. (*Id.*, ¶ 16.) Aggrieved Employees will also receive an estimated average Individual PAGA Payment of \$34.53, with the highest estimated average Individual PAGA Payment being \$67.41 and the lowest estimate average Individual PAGA Payment being \$0.82 (*Id.*, ¶ 17.) Furthermore, Plaintiffs' counsel provided evidence supporting the requested attorneys' fees (33% of Gross-Settlement) and costs, including counsel's background and litigation history. (*See* Gomez Decl., ¶¶ 2-3, 6-16, Ex. 2-4.)

Accordingly, the Court grants the Motions and approves on a final basis: (1) the Settlement Agreement in its entirety, including the \$510,000.00 non-revisionary Gross Settlement Amount; (2) \$169,983.00 in attorneys' fees and \$33,212.51 in costs to class counsel, the Ferraro Vega Employment Lawyers, Inc.; (2) \$13,500.00 to the Settlement Administrator, Phoenix Settlement Administrators; (3) \$20,000.00 PAGA Settlement (75% paid to Labor and Workforce Development Agency and 25% paid to PAGA Members); and (4) class representative service award to Plaintiff in the amount of \$10,000.00. The parties may effectuate the Settlement Agreement consistent with its terms and this Order. The Court will sign Plaintiff's proposed order and enter judgment thereon. (*See* Cal. Rules of Court, Rule 3.771; ROA # 54.) The Court shall retain jurisdiction over the parties to enforce the terms of the Judgment. (*See* Cal. Rules of Court, Rule 3.769(h).)

This is the tentative ruling for the hearing at 10:30 a.m. on Friday, September 18, 2026. If no party appears at the hearing, this tentative ruling will become the order of the Court as of September 18, 2026. If the parties are satisfied with the Court's tentative ruling or do not otherwise wish to argue the Motion, they are encouraged to give notice to the Court and each other of their intention not to appear, though this notice is not required.