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FILED
Clerk of the Superior Court

MAR 20 2026

By: A. Carini

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

JONATHAN BEER and THALIA CALO
GONZALEZ, individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

FANDANGO MEDIA, LLC,

Defendant.

Case No. 25CU046749N

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION
FOR CONDITIONAL CLASS
CERTIFICATION AND PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

The Court, having considered Plaintiffs' Unopposed Motion for Conditional Class Certification and Preliminary Approval of Class Action Settlement and all supplements thereto (collectively, the "Motion") the Settlement Agreement dated February 25, 2026 (the "Settlement Agreement") filed with the Motion, and having heard argument, if any, rules as follows:

1. Terms and phrases in this Order shall have the same meaning given such terms in the Settlement Agreement.

2. This Court finds that it has jurisdiction over the subject matter of this Action and over all parties to the Action.

3. **Conditional Settlement Class**: This Court finds on a preliminary basis that the classes defined in the Settlement Agreement ("Settlement Classes") meet all requirements for certification of a settlement class under Section 382 of the Code of Civil Procedure, Civil Code

**~~[PROPOSED]~~ ORDER RE: (1) CONDITIONAL CLASS CERTIFICATION; AND (2)
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1 Section 1781, Rule 3.769 of the California Rules of Court, and applicable case law. Accordingly,
2 the Court provisionally certifies the Settlement Classes as defined in the Settlement Agreement:

- 3 • All individuals who are not subject to binding arbitration and who paid
4 Convenience Fees to purchase any tickets through Fandango to California
5 theaters between June 11, 2020 through and including June 17, 2024
6 (“Convenience Fee Settlement Class”); and
- 7 • All California and Washington consumers who purchased a Fandango FanClub
8 membership between October 7, 2024 through April 16, 2025 (“FanClub
9 Settlement Class”).

10 4. This certification of the preliminary Settlement Classes under this Order is for
11 settlement purposes only and is subject to the Final Approval Hearing. Certification shall not
12 constitute, nor be construed as, an admission by Defendant that any other proposed or certified
13 class action is appropriate for class treatment.

14 5. The Court provisionally finds for settlement purposes only that members of the
15 Settlement Classes are ascertainable; that members of the Settlement Classes are so numerous
16 that joinder of all members would be impracticable; that the litigation and proposed settlement
17 raises issues of law and fact common to the claims of each Settlement Class’s Class Members
18 and these common issues predominate over any issues affecting only individual members of each
19 Settlement Class; that the claims of Plaintiff Beer are typical of the claims of the Convenience
20 Fee Settlement Class and the FanClub Settlement Class, and that the claims of Plaintiff Gonzalez
21 are typical of the claims of the FanClub Settlement Class; that in prosecuting this Action and
22 negotiating and entering into the Settlement Agreement, the named Plaintiffs and their counsel
23 have fairly and adequately protected the interests of the Settlement Classes and will adequately
24 represent the Settlement Classes in connection with the Settlement; and that a class action is
25 superior to other methods available for adjudicating the controversy.

26 6. If the Settlement Agreement does not receive the Court’s final approval, or if final
27 approval is reversed or vacated on appeal, or if the Settlement Agreement is terminated or

1 otherwise fails to become effective, the Court's grant of class certification shall be vacated, and
2 the Class Representatives and the Settlement Class will once again bear the burden of
3 establishing the propriety of class certification. In such case, neither the certification of the
4 Settlement Class for settlement purposes, nor any other act relating to the negotiation or
5 execution of the Settlement Agreement or the motion for preliminary approval shall be
6 considered as a factor in connection with any class certification issue(s).

7 7. **Class Representatives:** The Court provisionally appoints Jonathan Beer as a
8 representative for the Convenience Fee Settlement Class. The Court also provisionally appoints
9 Jonathan Beer and Thalia Calo Gonzalez as the representatives of the FanClub Settlement Class.

10 8. **Settlement Administrator:** The Court appoints Epiq Class Action & Claims
11 Solutions, Inc. as the Settlement Administrator under the terms of the Settlement Agreement.
12 The Settlement Administrator is directed to publish the Notice and Claim Form on the Settlement
13 Website and to send direct notice via email in accordance with the Notice Plan called for by the
14 Settlement Agreement. The Settlement Administrator shall also maintain the Settlement Website
15 to provide full information about the Settlement and allow for the filing of claims online.

16 9. **Class Counsel:** For purposes of settlement only, the Court finds that counsel for
17 the Settlement Class—Simon Franzini, Martin Brenner, and Grace Bennett of Dovel & Luner,
18 LLP—are qualified, experienced, and skilled attorneys capable of adequately representing the
19 Settlement Classes, and they are provisionally approved as Class Counsel.

20 10. **Fair, Reasonable, and Adequate:** The Court has reviewed the Settlement
21 Agreement and finds preliminarily that the settlement memorialized therein is fair and adequate
22 and falls within the range of reasonableness, thereby meeting the requirements for preliminary
23 approval. The Court further preliminarily finds that the Settlement Agreement substantially
24 fulfills the purposes and objectives of the class action, and provides substantial relief to the
25 Settlement Class without the risks, burdens, costs, or delay associated with continued litigation,
26 trial, and/or appeal. The Court finds that the Settlement resulted from arms' length negotiations
27 between the Parties and their well-informed and experienced counsel. These negotiations were

1 assisted by an experienced and neutral mediator, Bruce Friedman. The Settlement itself provides
2 direct relief to each Class Member in the form of a Voucher—usable toward the purchase of
3 movie tickets made at Fandango.com or via the Fandango app and cannot be redeemed directly
4 at any theater box office—or, for those in the Convenience Fee Settlement Class, either a
5 Voucher or cash. The Court also finds that the Settlement Agreement is not a finding or
6 admission of liability by the Defendant or any other person, nor a finding of the validity of any
7 claims asserted in the Action or of any wrongdoing or any violation of law. In short, the
8 Settlement appears fair, reasonable, adequate, and within the range of possible final approval,
9 and thus, notice to members of the Settlement Classes should issue as directed below.

10 11. **Class Notice**: The Court has reviewed and approves, as to form, content, and
11 distribution, the notice plan set forth in the Settlement Agreement, and finds that the notices and
12 Claim Form, in the form attached to the Settlement Agreement, should go out to the Settlement
13 Class Members in the manner described in the Settlement Agreement. The Court finds that the
14 methods of giving notice prescribed in the Settlement Agreement meet the requirements of Rule
15 3.769(f) of the California Rules of Court, due process, and the applicable rules governing class
16 action settlements, are the best notice practicable under the circumstances, constitute due and
17 sufficient notice to all persons entitled thereto, and comply with the requirements of the
18 California Constitution, the Constitution of the United States, and all other applicable laws. In
19 addition, the Court finds that no notice other than that specifically identified in the Settlement
20 Agreement is necessary in this Action. The Parties, by agreement, may revise the Notice and
21 Claim Form in ways that are not material, or in ways that are appropriate to update those
22 documents for purposes of accuracy or formatting. The Settlement Administrator shall carry out
23 the notice plan as laid out in the Settlement.

24 12. **Schedule for Settlement Administration**: The Court hereby sets the following
25 dates and deadlines:

1 a. The Notice Date, or the deadline for sending the Notice to Settlement
2 Class Members, as required under the terms of the Settlement Agreement, shall be
3 within 60 days of the date of entry of this Order.

4 b. The deadline for Settlement Class Members to opt out or object to the
5 Settlement Agreement (the "Objection/Exclusion Deadline") shall be 30 days
6 after the Notice Date.

7 c. The deadline for Settlement Class Members in the Convenience Fee
8 Settlement Class to file a Claim for cash relief (the "Claim Deadline") shall be 90
9 days after the Notice Date.

10 d. Any Motion for Attorneys' Fees, Costs, and Incentive Awards shall be
11 filed be no later than 14 days before the deadline for Settlement Class Members to
12 opt out or object to the Settlement Agreement. To the extent not inconsistent with
13 Section III(F)(1) of the Agreement, Defendant may, but is not required to, file a
14 response to Class Counsel's Motion for Attorneys' Fees, Costs, and Incentive
15 Awards with the Court no later than 14 days after Class Counsel's Fee Motion is
16 filed. Class Counsel may file a reply in support of their Fee Motion with the Court
17 no later than 7 days after Defendant's response.

18 e. The Motion for Final Approval shall be filed no later than 21 days before
19 the hearing on final approval.

20 f. The Final Approval Hearing date shall be on August 7, 2026 ~~[DATE]~~
21 at 1:30 p.m. ~~[TIME]~~ in Department N-27 of this Court. ~~[The Parties~~
22 ~~suggest 135 days after Preliminary Approval Order is issued]~~ ~~]~~

23 **13. Claims Process, Objections, Requests for Exclusion, and Appearances:**

24 a. The Court has reviewed and approves the content of the proposed Claim Form,
25 attached to the Settlement Agreement as Exhibit C. The Court also approves the
26 claims procedures set forth in the Settlement.

27 b. The Court hereby approves and adopts the procedures for objecting to the
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1 Settlement Agreement, as provided for in the Settlement Agreement. To be valid,
2 any objection must comply with the objection procedures set forth in the
3 Settlement Agreement. Any members of the Settlement Class who have not
4 timely filed a request for exclusion may object to the fairness, reasonableness, or
5 adequacy of the Settlement Agreement or to a Final Judgment being entered
6 dismissing the Action with prejudice in accordance with the terms of the
7 Settlement Agreement, or to the attorneys' fees and expense reimbursement
8 sought by Class Counsel in the amounts specified in the Notice, or to the awards
9 to the Class Representatives as set forth in the Notice and Settlement Agreement.
10 Members of the Class who fail to file and serve timely written objections in
11 compliance with the requirements of the Settlement Agreement shall be deemed
12 to have waived any objections and shall be foreclosed from making any
13 objections (whether by appeal or otherwise) to the Settlement Agreement or to
14 any of the terms therein.
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- 16
- 17 c. The Court hereby approves and adopts the procedures and manner governing all
18 requests to be excluded from the Settlement Classes as provided for in the
19 Settlement Agreement. Individuals who opt out of the Settlement Classes
20 relinquish all rights to benefits under the Settlement Agreement and will not
21 release their claims. However, members of the Settlement Classes who fail to
22 submit a valid and timely request for exclusion shall be bound by all terms of the
23 Settlement Agreement and the Final Judgment, regardless of whether they have
24 requested exclusion from the Settlement Agreement. Each request for exclusion
25 must be submitted individually. So called "mass" or "class" opt-outs shall not be
26 allowed.
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1 d. In accordance with the procedures outlined in the Settlement Agreement, any
2 person who falls within the definition of the Settlement Class and who does not
3 request exclusion from the Class may enter an appearance in the Action, at their
4 own expense, individually or through counsel of their own choice. Any
5 Settlement Class Member who does not enter an appearance will be represented
6 by Class Counsel.

7
8 e. The Court orders that Class Members will have 30 days to opt out or object to the
9 Settlement Agreement following the Notice Date.

10 14. **Final Approval Hearing**: At the Final Approval Hearing, the Court shall
11 determine whether final approval of the Settlement is warranted, as well as determine whether
12 any application by Class Counsel for attorneys' fees, reimbursement of expenses, and for
13 incentive compensation to the named Plaintiffs, shall be approved and in what amounts.

14 15. **Stay of Proceedings and Actions**: All proceedings in this Action are stayed until
15 Final Approval of the settlement or termination of the Settlement Agreement, whichever occurs
16 earlier, except as may be necessary to effectuate the Settlement or comply with its terms.
17 Furthermore, pending Final Approval of the settlement, all Class Members are prohibited from
18 commencing any action, arbitration, or other proceeding in any court, arbitration forum, or
19 tribunal against Defendant (or any of the Released Parties) asserting any of the Released Claims
20 as defined in the Settlement. Defendant shall reserve its right to answer or otherwise respond to
21 the Complaint if for any reason the Settlement is not finally approved. Defendant's time to
22 answer, move or otherwise respond to the complaint herein is hereby tolled effective from the
23 date of the execution of parties' the Term Sheet.

24 16. **Other Provisions**:

25 a. Members of the Settlement Classes shall be bound by all determinations and
26 judgments in the Action concerning the Action and/or Settlement Agreement,
27 whether favorable or unfavorable.

- 1 b. The Court retains jurisdiction to consider all further applications arising out of or
2 connected with the proposed Settlement Agreement. The Court may approve the
3 settlement, with such non-material modifications as may be agreed to by the
4 Parties and which are consistent in all material respects with the terms of the
5 Settlement Agreement and do not limit or impair the rights of the Settlement
6 Class or materially expand the obligations of Defendant, if appropriate, without
7 further notice to the Class.
8
9 c. All Settlement Class Members who do not timely exclude themselves from the
10 Settlement: (a) shall be bound by the provisions of the Settlement Agreement and
11 all proceedings, determinations, orders and judgments in the Action relating
12 thereto, including, without limitation, the Judgment, if applicable, and the
13 Releases provided for therein, whether favorable or unfavorable to the Class; and
14 (b) to the fullest extent permitted by law, shall forever be barred and enjoined
15 from directly or indirectly filing, commencing, instituting, prosecuting,
16 maintaining, participating in (as a class member or otherwise), or intervening in
17 any lawsuit, action, cause of action, arbitration, claim, demand, or other
18 proceeding in any jurisdiction, whether in the United States or elsewhere, on their
19 own behalf or in a representative capacity, that is based on any or all of the
20 Released Claims against Defendant and/or any of the Released Parties, as more
21 fully described in the Settlement Agreement.
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23 d. The Court hereby authorizes the Parties, without further approval from the Court,
24 to agree to and adopt such modifications of Exhibits A, B, C, and D to the
25 Settlement Agreement so long as they are consistent in all material respects with
26 the terms of the Settlement Agreement and do not limit or impair the rights of the
27 Class.
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1 Settlement Class or materially expand the obligations of Defendant.

- 2 e. If for any reason the Court does not execute and file an order of Final Approval,
3 or if the Effective Date does not occur for any reason, the Parties will be restored
4 to the status quo ante as set forth in the Settlement. All orders entered in
5 connection with this Settlement, including this order conditionally certifying the
6 Settlement Class, will become null and void, and shall not be used or referred to
7 in this or other actions (except as permitted under the Settlement Agreement).
8 Moreover, the Settlement Agreement, and all negotiations and proceedings related
9 to it, will be deemed to be without prejudice to the rights of any and all Parties,
10 who shall be restored to their respective positions as of the date of the Agreement.
- 11 f. In the event the proposed Settlement set forth in the Settlement Agreement is not
12 approved by the Court, in the event that the Settlement Agreement becomes null
13 and void pursuant to its terms, and/or in the event the Settlement Agreement is
14 terminated pursuant to the provisions of the Settlement Agreement or for any
15 reason whatsoever the approval of it does not become Final, (1) the Settlement
16 Agreement and all orders entered in connection therewith, including but not
17 limited to any order conditionally certifying the Settlement Class, shall become
18 null and void and shall be of no further force and effect and shall not be used or
19 referred to for any purposes whatsoever in the Action or in any other case or
20 controversy, and that in such an event, the Settlement Agreement and all
21 negotiations and proceedings related thereto shall be deemed to be without
22 prejudice to the rights of any and all Parties hereto, who shall be restored to their
23 respective positions as of the date of the Settlement Agreement; (2) all
24 negotiations, proceedings, documents prepared, and statements made in
25 connection therewith, including the submissions made in support of preliminary
26 approval, shall be without prejudice to any person or party hereto, shall not be
27 deemed or construed to be an admission by any party of any act, matter, or
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1 proposition, and shall not be used in any manner or for any purpose in any
2 subsequent proceeding in this Action or in any other action in any court or other
3 proceeding, provided, however, that the termination of the Settlement Agreement
4 shall not shield from subsequent discovery any factual information provided in
5 connection with the negotiation of this Settlement Agreement that would
6 ordinarily be discoverable but for the attempted settlement; and (3) other than as
7 expressly preserved by the Settlement Agreement in the event of its termination,
8 the Settlement Agreement shall have no further force and effect with respect to
9 any party and shall not be used in the Action or any other proceeding for any
10 purpose.

11
12 Good cause appearing therefore, IT IS SO ORDERED.

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14 DATED: March 20, 2026

Cynthia A. Freeland
Honorable Cynthia A. Freeland
Judge of the Superior Court

MAR 20 2026

PROOF OF SERVICE

By: A. Carini

I am a resident of the state of California, I am over the age of 18 years, and I am not a party to the within action. My business address is 201 Santa Monica Blvd., Suite 600, Santa Monica, CA 90401.

On February 26, 2026, I served the foregoing document(s) described as [PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR CONDITIONAL CLASS CERTIFICATION AND PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT on all interested parties in this action as follows:

Christine M. Reilly (Bar No. 226388)
creilly@manatt.com
Justin Jones Rodriguez (Bar No. 279080)
jjrodriguez@manatt.com
Patrice S. Ruane (Bar No. 3471268)
pruane@manatt.com
MANATT, PHELPS & PHILLIPS, LLP
2049 Century Park East, Suite 1700
Telephone: (310) 312-4000
Facsimile: (310) 312-4224

Attorneys for Defendant Fandango Media, LLC

☒ (VIA ELECTRONIC SERVICE): I served the document(s) listed above electronically via email or electronic transmission. I caused the documents to be sent to the persons at the email addresses above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 26, 2026 at Santa Monica, California.

/s/ 
Kaila Minei