

FILED
Clerk of the Superior Court

AUG - 7 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,

v.

FANDANGO MEDIA, LLC,

Defendant.

Case No. 25CU046749N

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

1 Before the Court are Plaintiffs Jonathan Beer and Thalia Calo Gonzalez's Motion for Final
2 Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Incentive Awards
3 (the "Motions"). The Court held a Final Approval Hearing on August 7, 2026. The Court has
4 reviewed Plaintiffs' Motions and documents submitted in support thereof, the record in this case, and
5 the relevant law, and has heard argument, if any. Being fully advised, the Court **GRANTS** Plaintiffs'
6 Motions. The Court **ORDERS** and makes the following findings and determinations:

7 1. The Court has personal jurisdiction over all of the Parties to this Action, including
8 Class Members. And the Court has subject matter jurisdiction over this Action, and all matters
9 related to the Settlement.

10 2. The Settlement Agreement ("Agreement") is incorporated by reference into this
11 Order and is adopted by the Court.

12 **Approval of Notice and Settlement Administration**

13 3. Direct notice was distributed to Settlement Class Members as ordered in this Court's
14 Preliminary Approval Order.

15 4. The Court finds that Notice was disseminated in a manner that: (a) constituted the
16 best notice practicable under the circumstances; (b) was reasonably calculated to inform all Class
17 Members of this Action, of the terms and effect of this Settlement, of their right to opt out of or
18 object to this Settlement, of the Final Approval Hearing, of Class Counsel's fees and costs request,
19 and of the Class Representatives' request for incentive awards; (c) constituted due, adequate and
20 sufficient notice to Class Members; (d) satisfied the requirements of the United States Constitution,
21 the California Constitution, and all other applicable law; and (e) fully satisfied the requirements of
22 due process and the applicable rules governing class action settlements of Rule 3.766 of the
23 California Rules of Court and any other applicable rules governing class action settlements.

24 5. The notices themselves provided all relevant information concerning the claims, the
25 Settlement's terms and impact, and Class Members' ability to opt out of or object to the Settlement.
26 (Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Plan
27 ("Azari Decl.") ¶ 12 & Attachments 1-4.) Direct email notice was successfully delivered to

1 approximately 94% of the Settlement Class Members. (Azari Decl. ¶ 15.) In addition to direct notice,
2 the Settlement Administrator established and maintained a Settlement Website that provided
3 additional information to Class Members, including contact information and relevant documents.
4 (Azari Decl. ¶ 16.) The Settlement Administrator further established and operated a toll-free number
5 for Class Members to learn more and to request information about the Settlement. (Azari Decl. ¶ 17.)
6 In sum, the Court finds that thorough and effective Notice was successfully administered.

7 **Certification of the Settlement Classes**

8 6. Pursuant to CRC 3.769, Civil Code section 1781, and Code of Civil Procedure section
9 382, the Court finally certifies the following Classes, for settlement purposes only:

- 10 ▪ All individuals who are not subject to binding arbitration and who paid
11 Convenience Fees to purchase any tickets through Fandango to California
12 theaters between June 11, 2020 through and including June 17, 2024
13 (“Convenience Fee Settlement Class”); and
14 ▪ All California and Washington consumers who purchased a Fandango
15 FanClub membership between October 7, 2024 through April 16, 2025
16 (“FanClub Settlement Class”).

17 Excluded from the Convenience Fee Settlement Class are (1) the Convenience Fee
18 Settlement Class Member who submitted a valid request for exclusion from the Settlement; (2)
19 governmental entities; (3) counsel of record (and their respective law firms) for the Parties; (4)
20 Defendant and any of its parents, affiliates, subsidiaries, and all of their respective officers and
21 directors; (5) the presiding judge in the Action or judicial officer presiding over the matter, and all of
22 their immediate families; (6) any natural person or entity that entered into a release with Defendant
23 prior to the Effective Date covering any Convenience Fee Released Claim; and (7) the legal
24 representatives, successors or assigns of any such excluded persons, but only in their capacity as
25 such.

26 Excluded from the FanClub Settlement Class are (1) governmental entities; (2) counsel of
27 record (and their respective law firms) for the Parties; (3) Defendant and any of its parents, affiliates,

1 subsidiaries, and all of their respective officers and directors; (4) the presiding judge in the Action or
2 judicial officer presiding over the matter, and all of their immediate families; (5) any natural person
3 or entity that entered into a release with Defendant prior to the Effective Date covering any FanClub
4 Released Claim; and (6) the legal representatives, successors or assigns of any such excluded
5 persons, but only in their capacity as such.

6 7. Both Classes are the same as were conditionally certified in the Court's Preliminary
7 Approval Order. The Court again finds that these Settlement Classes satisfy the requirements of
8 CRC 3.769, Civil Code section 1781, and Code of Civil Procedure section 382.

9 8. First, the Settlement Classes are so numerous that joinder of all Class Members in a
10 single action is impracticable. The Classes are ascertainable both through their definitions and
11 through Defendant's records. Next, there are numerous common questions of law and fact, and these
12 common questions predominate over all individual questions. The claims of Plaintiff Jonathan Beer
13 are typical of the claims of the Convenience Fee Settlement Class and the FanClub Settlement Class,
14 and the claims of Plaintiff Thalia Calo Gonzalez are typical of the claims of the FanClub Settlement
15 Class. The Class Representatives, along with Class Counsel, have no conflicts with members of the
16 Settlement Classes and have fairly and adequately represented the Classes' interests. Finally,
17 because the claims are numerous and low in value, a class action is a superior mechanism for their
18 resolution.

19 9. For these reasons, the Court reaffirms its certification of the Classes for settlement
20 purposes, its appointment of Jonathan Beer and Thalia Calo Gonzalez as Class Representatives, and
21 its appointment of Dovel & Luner, LLP as Class Counsel.

22 **The Settlement Warrants Final Approval**

23 10. Pursuant to CRC 3.769, the Court grants final approval of the Settlement.

24 11. The Settlement is entitled to the presumption of fairness because it was reached
25 through arm's-length bargaining; the Parties' investigation and discovery were sufficient to allow the
26 Parties, their counsel, and the Court to act intelligently; the Parties' counsel is experienced in similar
27 litigation; and there have been no objections submitted.

1 12. The Settlement was negotiated at arm's length with the aid of a highly regarded and
2 experienced mediator, Bruce Friedman of JAMS.

3 13. The Parties had sufficient investigation and discovery to meaningfully negotiate the
4 Settlement Agreement. Class Counsel represents that they spent significant time investigating
5 Fandango's practices before filing suit. Class Counsel represents that before the mediation, the
6 Parties' exchanged key data and mediation briefs thoroughly setting forth each side's positions and
7 arguments before their mediation. Thus, the Court finds that the Parties approached negotiations
8 with sufficient information to thoroughly evaluate the value of the case and potential agreements.

9 14. Class Counsel has substantial experience litigating class actions, and has considerable
10 expertise in cases involving alleged drip pricing and expiring credits, such as this one. So, Class
11 Counsel's recommendation of this Settlement is entitled to weight.

12 15. The Settlement Administrator has reported that there were zero objections submitted.
13 (Azari Decl. ¶ 19.) This shows that the Classes overwhelmingly supported the Settlement. In
14 addition, for the Convenience Fee Settlement Class, only one Class Member submitted a valid
15 request for exclusion. For the FanClub Settlement Class, no Class Members submitted a request for
16 exclusion. The Convenience Fee Settlement Class Member who submitted a valid request for
17 exclusion, identified in Attachment 6 to the Azari Declaration, is excluded from the Settlement Class
18 and will not release any claims against Defendant pursuant to this Order. (*Ibid.*) That no Settlement
19 Class Members objected and only one Settlement Class Member elected to validly opt out of the
20 Settlement further supports the presumption of fairness.

21 16. In addition to the presumption of fairness, other factors present here show that the
22 Settlement is fair, reasonable, and adequate to all concerned, including: the value of the Settlement;
23 the risks and costs of continued litigation; the risk of maintaining class action status through trial; the
24 Parties' extensive investigation and negotiation; and the experience and views of Class Counsel.

25 17. The Court finds that the Settlement provides significant value to the Settlement
26 Classes. For the Convenience Fee Settlement Class, the Settlement provides direct compensation to
27 Class Members in the form of either a Cash Benefit or an automatically delivered Settlement

Voucher. For FanClub Settlement Class Members, the Settlement provides direct compensation in the form of an automatically delivered Settlement Voucher. The Court approves this distribution method. The Settlement also provides other valuable compensation to Class Members, as Defendant will pay for notice and administration costs, attorneys' fees and expenses, and incentive awards to the Class Representatives. The Settlement therefore provides significant relief to Class Members that is within the range of reasonable outcomes.

18. The Court also finds that the Settlement Agreement is not a finding or admission of liability by the Defendant or any other person, nor a finding of the validity of any claims asserted in the Action or of any wrongdoing or any violation of law.

19. The Court finds that both the Class Representatives and Class Counsel adequately represented the Classes and recommend this Settlement. The Class Representatives actively participated in the Action and provided valuable services to the Classes. Further, Class Counsel arduously negotiated this Settlement. There are no signs of collusion that give the Court pause.

20. Thus, the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class Members. The Court approves the Settlement and the plan of distribution for Settlement Awards, and directs the Parties and the Settlement Administrator to implement and consummate the terms of the Agreement.

Approval of Attorneys' Fees, Costs, and Incentive Awards

21. After considering Class Counsel's Motion for Attorneys' Fees, Costs, and Incentive Awards ("Fee Motion"), the Court grants the requested attorneys' fees of \$2,482,853.44. The requested fee award is well below the average award of 33.3% of the total recovery typically granted by California courts, and is justified given the excellent result achieved for the Settlement Classes in this case. The Court has considered the relevant factors to assess the reasonableness of the fees, including the results obtained for the Classes, the risks presented by the case, Class Counsel's experience in this area and the quality of the work on this case, and that Class Counsel took this case on a contingency basis.

1 22. The Court has the discretion to forgo a lodestar cross-check and finds that a lodestar
2 cross-check is not necessary here. In any event, with the Fee Motion, Class Counsel provided the
3 time spent on the case, and this information reveals that a lodestar cross-check would confirm the
4 reasonableness of Class Counsel's fee request. In addition, the multiplier is reasonable and justified.

5 23. Therefore, Class Counsel's fee request is reasonable under (1) the percentage-of-the-
6 fund method and is further supported by a lodestar cross-check, and (2) the lodestar-multiplier
7 method.

8 24. The Court also finds that the costs incurred by Class Counsel were reasonable and
9 grants Class Counsel's request for \$17,146.56 in cost reimbursements.

10 25. The Court also grants the Class Representatives' requested incentive awards. Each
11 Class Representative shall be awarded \$5,000, for a total of \$10,000. This award is justified given
12 the Class Representatives' participation in this Action and their service to the Settlement Classes.

13 Release of Claims and Final Judgment

14 26. Upon the Effective Date, the claims asserted in this Action, and the Released Claims
15 of each Plaintiff and each Class Member who did not submit a timely and valid request for
16 exclusion, are fully, finally, and forever released and discharged, to the fullest extent allowed by law,
17 pursuant to the terms of the Settlement Agreement. Thus, Class Members—except for the
18 Convenience Fee Settlement Class Member who submitted a timely and valid request for
19 exclusion—are permanently barred and enjoined from asserting, commencing, prosecuting, or
20 continuing any of the Released Claims against the Released Parties, either directly, indirectly,
21 representatively, or in any capacity, as provided in the Settlement Agreement.

22 27. As a result of the Settlement's Final Approval, **Final Judgment** is entered based on
23 the Parties' Settlement Agreement. Accordingly, this Action is **DISMISSED WITH PREJUDICE**,
24 with all Parties to bear their own costs and fees, except as set forth herein and as provided for in the
25 Settlement Agreement.

1 28. Notwithstanding the foregoing, and without affecting the finality of this Order in any
2 way, the Court shall retain jurisdiction over this Action, including the Class Members, to enforce the
3 terms of the Settlement Agreement and this Order, and to ensure that their terms are carried out.

4
5 The Clerk is **DIRECTED** to enter this Judgment and close the case.

6
7 DATED: August 7, 2026

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