

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. NANCY M. BANNON PART **61M**

Justice

-----X

NATALIE KOVACS, individually and on behalf of all others
similarly situated,

Plaintiff,

- v -

FILM FORUM, INC,

Defendant.

-----X

INDEX NO. 650686/2024

MOTION DATE 12/16/2025

MOTION SEQ. NO. 002 003

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 002) 29, 30, 31, 32, 33, 34

were read on this motion to/for ATTORNEY - FEES

The following e-filed documents, listed by NYSCEF document number (Motion 003) 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47

were read on this motion to/for APPROVE/SETTLE FINAL ACCOUNTING

It is hereby

ORDERED that, upon this court's order dated July 30, 2025, granting the plaintiff's motion for Preliminary Approval of the parties' Class Action Settlement Agreement (MOT SEQ 001), and a Final Approval Hearing having been scheduled, noticed and held on December 16, 2025, and no opposition being made, the plaintiff's motions for a Final Order and Judgment Approving Settlement (MOT SEQ 003) and for Approval of Attorney's Fees and Plaintiff's Service Award (MOT SEQ 002) are granted pursuant to the attached order, and it further

ORDERED that the Clerk shall mark the file as disposed.

This constitutes the Decision and Order of the court.

12/22/2025
DATE


NANCY M. BANNON, J.S.C.

CHECK ONE:

- | | | | |
|-------------------------------------|----------------------------|--------------------------|-----------------------|
| <input checked="" type="checkbox"/> | CASE DISPOSED | <input type="checkbox"/> | NON-FINAL DISPOSITION |
| <input checked="" type="checkbox"/> | GRANTED | <input type="checkbox"/> | GRANTED IN PART |
| <input type="checkbox"/> | SETTLE ORDER | <input type="checkbox"/> | OTHER |
| <input type="checkbox"/> | INCLUDES TRANSFER/REASSIGN | <input type="checkbox"/> | SUBMIT ORDER |
| | | <input type="checkbox"/> | FIDUCIARY APPOINTMENT |
| | | <input type="checkbox"/> | REFERENCE |

APPLICATION:

CHECK IF APPROPRIATE:

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK HON. NANCY M. BANNON**

NATALIE KOVACS, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

FILM FORUM, INC.,

Defendant.

Index No. 650686/2024

Motion Seq. No. 2 & 3

~~PROPOSED~~ ORDER GRANTING FINAL CERTIFICATION OF THE SETTLEMENT CLASS, FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT, PLAINTIFF'S SERVICE AWARD, ATTORNEYS' FEES AND EXPENSES, AND ENTERING FINAL JUDGMENT

THIS CAUSE is before the Court on Plaintiff's Unopposed Motion For Attorneys' Fees, Costs, Expenses, And Named Plaintiff's Service Award and Plaintiff's Unopposed Motion For Final Certification Of The Settlement Class, And Final Approval Of The Class Action Settlement. Having considered the motions, the Settlement Agreement and all exhibits attached thereto, the complete record in this case, and oral argument presented at the Final Approval Hearing, and for good cause shown:

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

Certification of the Settlement Class

1. For purposes of effectuating the Settlement described in the Class Action Settlement Agreement ("Settlement Agreement"), the Court reaffirms its prior findings, pursuant to New York Civil Practice Law and Rules ("CPLR") § 901, certifying the following settlement class (the "Settlement Class"):

All individuals who paid a Handling Fee when purchasing electronic movie tickets from Defendant's website from August 29, 2022, to and

through March 6, 2025.¹

Preliminary Approval Order ¶ 9 (NYSCEF Doc. No. 28).

2. Pursuant to the Settlement Agreement, and for Settlement purposes only, the Court confirms its prior finding as to the Settlement Class that:
 - a. The Class is so numerous that joinder of all members is impracticable;
 - b. there are questions of law or fact common to the Settlement Class;
 - c. the claims of the named Plaintiff are typical of the claims of the Settlement Class;
 - d. the named Plaintiff will fairly and adequately protect the interests of the Settlement Class;
 - e. questions of law and fact common to Settlement Class Members predominate over any questions affecting only individual Settlement Class Members; and,
 - f. a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.
3. The Court reaffirms its appointment of Plaintiff Natalie Kovacs as Representative of the Settlement Class.
4. The Court reaffirms its appointment of Philip L. Fraietta of Bursor & Fisher, P.A., and Rachel Dapeer of Dapeer Law, P.A., to act as Class Counsel to the Settlement Class.

Notice To Potential Settlement Class Members

5. The Court finds, based on the Affirmation of the Claims Administrator Caroline P. Barazesh dated November 7, 2025 (“Annalytics Affirmation”), that the Court-approved

¹ Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) the Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors or assigns of any such excluded persons.

Settlement Notice and Claim Form (“Notice”) has been provided to the members of the Settlement Class in accordance with the Settlement Agreement and the Court’s Preliminary Approval Order, and that Notice to the Settlement Class constituted the best notice practicable under the circumstances as well as valid, due, and sufficient notice to all those entitled thereto and complies fully with the requirements of due process and CPLR §§ 904 and 908.

Final Approval of the Settlement

6. The terms of the Settlement Agreement are incorporated by reference herein.

7. The Court grants final approval of the Settlement set forth in the Settlement Agreement (including all releases), finding it fair, reasonable and adequate, and in the best interests of the Settlement Class given; the likelihood that Plaintiff will succeed on the merits; the extent of support from the parties, including the lack of any objections by any Settlement Class Members to the Settlement; the judgment of counsel; the presence of good faith bargaining and arm’s length negotiations between the parties; and the complexity and nature of the issues of law and fact.

8. The Court further determines that the Settlement is binding on all Settlement Class Members. All Settlement Class Members are forever bound by this Order and Final Judgment, have fully and forever released and discharged all Released Claims against all Released Parties, and are permanently enjoined and barred from asserting, instituting, commencing, or prosecuting any Released Claims, in any action or proceeding, either directly, individually, representatively, derivatively, or in any other capacity.

9. The Court directs that payments be made pursuant to the Settlement Agreement to all Settlement Class Members who have submitted a timely and valid Claim form pursuant to the Settlement Agreement within sixty (60) days of the Effective Date, as that term is defined in the Settlement Agreement.

Service Award, Attorneys' Fees and Expenses

10. Plaintiff's request for a Named Plaintiff Service Award is granted. Consistent with the terms of the Settlement Agreement, Defendant will pay \$5,000 to Named Plaintiff Natalie Kovacs. This Named Plaintiff Service Award shall be paid separate and apart from the attorneys' fees and expense award.

11. The Court finds Plaintiff's request for attorneys' fees and expenses reasonable for the reasons set forth in Plaintiff's unopposed motion and it is therefore granted. Consistent with the terms of the Settlement Agreement, Defendant will pay \$100,000 to Class Counsel for their attorneys' fees and expenses.

Further Matters

12. The Court hereby dismisses this action with prejudice, with each party to bear their own costs, except as provided in this Order or in the Settlement Agreement.

13. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims, or of any wrongdoing or liability of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. The Released Parties may file the Settlement Agreement and/or the Judgment from this litigation in any other action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14. If for any reason the Effective Date does not occur, then (1) the certification of the


Settlement Class shall be deemed vacated, (2) the certification of the Settlement Class for settlement purposes shall not be considered as a factor in connection with any subsequent class certification issues, and (3) the Parties and Releasing Parties shall return to the status quo ante in the litigation, without prejudice to the right of any of the Parties and Releasing Parties to assert any right or position that could have been asserted if the Settlement had never been reached or proposed to the Court.

15. Each and every Settlement Class Member, and any Person actually or purportedly acting on behalf of any Settlement Class Member, is hereby permanently barred and enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or enforcing any Released Claims (including, without limitation, in any individual, class or putative class, representative or other action or proceeding), directly or indirectly, in any judicial, administrative, arbitral, or other forum, against the Released Parties. This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement, this Order and Final Judgment, and this Court's authority to effectuate the Settlement Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

Reservation of Jurisdiction

16. Without affecting the finality of this Order and Final Judgment, the Court hereby reserves exclusive jurisdiction to consider any matters that may arise concerning the administration, interpretation, consummation, and enforcement of the Settlement.

IT IS SO ORDERED, this 22nd day of December, 2025.


 The Honorable Nancy M. Bannon, J.S.C.
 HON. NANCY M. BANNON