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Newport Beach, California

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BY
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MERCED

LEOBARDO TORRES and CLAUDIA ENRIQUEZ-GONZALEZ, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

L&S PIZZA, INC., a California corporation; T&R PIZZA, INC., a California corporation; T&A PIZZA, INC., a California corporation; A&S PIZZA, INC., a California corporation; LUCKY STARS AND MOON INC., a California corporation; TARIQ ABEDI, an individual; RAJWANT ABEDI, an individual; and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 20CV-03134
(Consolidated with 21CV-00472)

Assigned for All Purposes to:
Hon. Stephanie L. Jamieson
Courtroom: 8

~~[PROPOSED]~~ ORDER AND JUDGMENT OF FINAL APPROVAL

Date: August 28, 2026
Time: 8:15 a.m.
Courtroom: 8

Lead Action Filed: October 26, 2020

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~~[PROPOSED]~~ ORDER AND JUDGMENT

WHEREAS, Plaintiffs Leobardo Torres and Claudia Enriquez-Gonzalez ("Plaintiffs"), individually and on behalf of all others similarly situated, applied to this Court for an order granting final approval of the settlement of this Action in accordance with the Joint Stipulation of Class Action and PAGA Settlement (the "Settlement") entered into by Plaintiffs and Defendants L&S Pizza, Inc.; T&R Pizza, Inc.; T&A Pizza, Inc.; A&S Pizza, Inc.; Lucky Stars and Moon, Inc.; Tariq Abedi; and Rajwant Abedi ("Defendants").

WHEREAS, a true and correct copy of the Settlement is attached as Exhibit 1 to the Declaration of Simon Kwak in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement ("Motion for Final Approval").

WHEREAS, Paragraph 78 of the Settlement contains a written agreement between Plaintiffs and Defendants (the "Parties") to waive the time for bringing an action to trial under California Code of Civil Procedure § 583.310.

WHEREAS, the Settlement provides for a release of claims of all members of the "Class" (*i.e.*, "Class Members") and all "PAGA Group Members" as those terms are defined in the Settlement, the Preliminary Approval Order, and herein.

WHEREAS, the Court granted Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and entered the Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") on April 8, 2025.

WHEREAS, pursuant to the Preliminary Approval Order and subsequent Orders of the Court, Phoenix Class Action Administration Solutions initiated the notice process by mailing the Notice of Pendency and Settlement of Class Action attached as Exhibit A to the Settlement (the "Class Notice") by first-class mail to Class Members with an address on file in the Class List.

WHEREAS, the deadline for Class Members to submit payment calculation disputes, written objections, or opt-out requests in response to the Class Notice expired on August 3, 2026.

WHEREAS, Plaintiffs' Motion for Final Approval came on for hearing before this Court on August 28, 2026, pursuant to California Rule of Court 3.769, the Preliminary Approval Order, the Settlement, and Minute Order entered June 12, 2026.

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WHEREAS, the Court has considered Plaintiffs' unopposed Final Approval Motion, all supporting declarations and papers filed therewith, the records on file herein, and oral arguments and evidence presented in connection therewith.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. Plaintiffs' Final Approval Motion is GRANTED.

2. Final judgment is hereby entered in conformity with the Settlement and this Order.

3. This Order incorporates by reference the definitions in the Settlement attached as Exhibit 1 to the Declaration of Simon Kwak in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement, filed on August 19, 2026 ("Declaration of Simon Kwak"). All terms defined in the Settlement shall have the same meaning in this Order.

4. The conditional class certification is hereby made final, and solely for purposes of effectuating the Settlement, the Court certifies the following Class:

> All current and former non-exempt employees who worked for Defendants in their California restaurant locations at any time from October 26, 2016, through October 28, 2022.

The Court finds this definition sufficient for purposes of California Rules of Court, Rule 3.765(a).

5. The Court hereby approves and confirms Plaintiffs as Class Representatives.

6. The Court hereby approves and confirms the following attorneys as Class Counsel: Justin E. D. Daily, Reed Aljian, Simon Kwak, and Joanne Kim of Daily Aljian LLP; Eric Kingsley and Kelsey M. Szamet of Kingsley Szamet Employment Lawyers; and Mark A. Potashnick of Weinhaus & Potashnick.

7. The Court hereby appoints Phoenix Class Action Administration Solutions as the "Settlement Administrator" (also referred to herein as, the "Administrator").

8. On June 18, 2026, the Administrator mailed the Class Notices to Class Members, which informed the Class Members of, *inter alia*, (a) the material terms of the Settlement; (b) their rights to receive an Individual Settlement Payment and to dispute the calculations provided in the Class Notices; (c) the right of only Class Members to comment on or object to the Settlement; (d) the right of only Class Members to request exclusion from the Settlement and pursue their own remedies; (e) the deadline of August 3, 2026, for Class Members to submit written objections or

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opt-out requests; and (f) the right of Class Members to appear in person. The Court finds that said notice was the best notice practicable under the circumstances and satisfied the requirements of California Rules of Court, Rule 3.769 and due process.

9. The Court finds that there were zero (0) individuals who submitted a timely request to be excluded as a member of the Class under the Settlement.

10. The Court finds that there were zero (0) written objections to the Settlement submitted by the Class, and no indication from any Class Member of his or her intent to appear before the Court. The response of the Class provides a further basis for the Court to make an informed ruling regarding the appropriateness of granting final approval of the Settlement.

11. With respect to the Class and for purposes of proceeding pursuant to California Code of Civil Procedure § 382 for approval of the Settlement only, the Court finds that (a) the Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members; (c) Plaintiffs' claims are typical of those of the Class; (d) class certification is a superior method for implementing the Settlement and adjudicating this Action in a fair and efficient manner; (e) Plaintiffs, as the Class Representatives, have demonstrated their ability to fairly and adequately protect the interests of the Class; and (f) Class Counsel are qualified to serve as counsel for the Class.

12. The Court finds that the terms of the Settlement are fair, reasonable, and adequate for purposes of final approval. The Court finds that the Parties conducted sufficient investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties continued to litigate the Action. Thus, the Court directs the Parties to effectuate the Settlement according to its terms, having found that the Settlement was reached as a result of an informed and non-collusive arm's-length negotiation facilitated by a neutral mediator.

13. The Court hereby approves the definition and disposition of the Gross Settlement Amount and Net Settlement Amount as set forth herein and the Settlement. Defendants shall fund

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the Gross Settlement Amount of $390,000.00 by November 1, 2026, in accordance with the Settlement and modified funding schedule stated in the stipulated Order entered February 2, 2026, and Defendants' share of employer payroll taxes in accordance with the terms of the Settlement.

14. As of the date that Defendants fully fund all monetary sums due under the Settlement, including the Gross Settlement Amount and all employer payroll taxes owed on the amount of the Individual Settlement Payments allocated to wages, the Released Parties shall be released from the Class Released Claims in accordance with the terms of the Settlement, which states as follows:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on facts alleged in the Operative Complaint, including, any and all claims, actions, and causes of action, arising during the Class Period, including, but not limited to, claims for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Order Nos. 1-2001, 4-2001, 7-2001, 9-2001, and 16-2001 for failing to pay overtime wages, failure to provide meal periods and/or pay meal premiums, failure to authorize/permit rest periods and/or pay rest premiums, failure to pay minimum/regular wages, failure to timely pay wages upon termination, failure to provide compliant wage statements, failure to reimburse necessary business expenses, and unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, *et seq.* based on the aforementioned. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The Court finds this release appropriately tailored to the factual allegations of the operative pleading.

15. The Settlement provides for the settlement and release of claims for civil penalties and other remedies under the Private Attorneys General Act of 2004, codified at Labor Code § 2698, *et seq.* ("PAGA") for violations of the Labor Code. A PAGA settlement does not need to satisfy the requirements for class certification, but pursuant to Labor Code § 2699(l)(2), the Court must review and approve any proposed settlement of PAGA claims. Solely for purposes of effectuating the Settlement, the Court recognizes that the Settlement allocates a share of the Gross Settlement Amount to the settlement of the PAGA claim, which will be payable to "PAGA Group Members" defined as follows:

> All current and former non-exempt employees employed by Defendants in California at any time from September 22, 2019, to October 28, 2022.

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16. As of the date that Defendants fully fund all monetary sums due under the Settlement, the Released Parties shall be released from the PAGA Released Claims in accordance with the terms of the Settlement, which states as follows:

> The State of California with respect to all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, that were alleged, or reasonably could have been alleged, in the Operative Complaint and PAGA Notice, arising during the PAGA Period, including but not limited to, claims for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, 7-2001, 9-2001, and 16-2001 for failing to pay overtime wages, failure to provide meal periods and/or pay meal premiums, failure to authorize/permit rest periods and/or pay rest premiums, failure to pay minimum/regular wages, failure to timely pay wages upon termination, failure to provide compliant wage statements, failure to reimburse necessary business expenses, and unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, *et seq.* based on the aforementioned. PAGA Group Members will not have an opportunity to opt-out from the release of the PAGA Released Claims and will be entitled to share in the PAGA Group Payment, regardless of whether they submit a timely and valid Request for Exclusion from the release of the Class Released Claims and corresponding settlement payment.

The Court finds that this release is appropriately tailored to the factual allegations of the operative pleading and written notices to the California Labor and Workforce Development Agency ("LWDA") with respect to the alleged PAGA claim.

17. The Court finds that an allocation of $15,000.00 for the settlement of the PAGA claim for payments of $11,250.00 (or 75% of the allocation) to the LWDA and $3,750.00 (or 25% of the allocation) on a pro rata basis to PAGA Group Members is fair, reasonable, and appropriate. The Court approves and orders the payment of these amounts in accordance with the Settlement and modified distribution schedule as set forth herein.

18. The Court finds that payment of any unclaimed residue of the common fund to the California Unclaimed Property Fund in the name of the Class Member and/or PAGA Group Member satisfies the requirements of California Code of Civil Procedure section 384. Upon the expiration of the 180-day check-cashing period for Individual Settlement Payments, funds from uncashed checks shall be payable to the Unclaimed Property Fund.

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19. The Court finds that Enhancement Awards of $5,000.00 to each Class Representative, for a total of $10,000.00, are justified and reasonable. The Court approves and orders the payment of these amounts to the Class Representatives in accordance with the Settlement and modified distribution schedule as set forth herein.

20. The Court finds that an award of attorneys' fees in the amount of $130,000.00 to Class Counsel, apportioned 70% payable to Daily Aljian LLP and 30% to Kingsley Szamet Employment Lawyers and Mark Potashnick, P.C., d/b/a "Weinhaus & Potashnick," is fair and reasonable in light of the common fund created for the benefit of the Class. The Court approves and orders these amounts to be paid to Class Counsel in accordance with the terms of the Settlement and modified distribution schedule as set forth herein.

21. The Court finds that an award of Class Counsel's litigation costs of $14,393.43, apportioned $11,108.34 to Daily Aljian LLP, $1,861.58 to Kingsley Szamet Employment Lawyers, and $1,423.51 to Mark Potashnick, P.C., d/b/a "Weinhaus & Potashnick," is fair and reasonable. The Court approves and orders this amount to be paid to Class Counsel in accordance with the terms of the Settlement and modified distribution schedule as set forth herein.

22. The Court finds that the expense of $11,000.00 for the Administrator's services in administering the Settlement is fair and reasonable. The Court approves and orders this amount to be paid in accordance with the Settlement and modified distribution schedule as set forth herein.

23. The Court finds that Defendants have funded $350,000.00 of the $390,000.00 Gross Settlement Amount as of August 19, 2026, with the remainder due by November 1, 2026. The Court approves and authorizes a phased distribution of the Gross Settlement Amount by the Administrator in the amounts approved herein, as follows: (a) the first phase shall prioritize distribution of Individual Settlement Payments to Participating Class Members and PAGA Group Members and any employer-side payroll taxes due or payable thereon, the LWDA Payment to the LWDA for its 75% share of the amount allocated to the settlement of the PAGA claims, Settlement Administration Costs to the Administrator, and Enhancement Awards to Plaintiffs; and (b) the second phase shall distribute all remaining funds to Class Counsel for their respective attorneys' fees and litigation costs. Within 10 business days of the entry of this Order and Judgment of Final

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Approval, the Administrator shall issue payments as to the first phase of distribution. All remaining funds held by the Administrator and required to be paid by Defendants, including the remaining $40,000.00 of the Gross Settlement Amount and the amount for employer-side payroll taxes, shall be designated for distribution to Class Counsel for their respective attorneys' fees and litigation costs.

24. A Final Accounting Hearing shall be held before the Court on _____, at 8:15 a.m. At least five (5) court days prior to the Final Accounting Hearing, Plaintiffs shall submit to the Court a distribution report setting forth the actual amounts paid to Class Members and other amounts disbursed pursuant to the Settlement. Upon receiving the report, the Court will determine whether further reports and/or a hearing will be necessary.

25. Plaintiffs' report may be in the form of a declaration from the Administrator, which provides the following: (i) dates that checks were mailed or payments made; (ii) total number of checks mailed to Participating Class Members; (iii) total amount of those checks; (iv) the check-cashing deadline; (v) number of checks that remain uncashed; (vi) total value of those uncashed checks; and (vii) the estimated date of disposition of the unclaimed funds.

26. Except as otherwise provided for in this Order awarding Class Counsel's attorneys' fees and litigation costs and the terms of the Settlement, the Parties will bear their own attorneys' fees and costs.

27. All other terms and provisions of the Settlement are hereby ordered to be consummated.

28. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order.

29. Pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction over this Action, the Parties to the Action, and each of the Participating Class Members for all matters relating to this Action, and the Settlement, including, without limitation, the administration, interpretation, effectuation, and/or enforcement of the Settlement and this Order.

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30. Pursuant to California Rules of Court, Rule 3.771(b), the Administrator shall give notice to the Class of the entry of this Order by posting a copy on the Administrator's website.

DATED: 8/28/2026

Honorable Stephanie L. Jamieson
Judge of the Superior Court

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