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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

LUIS ALBERTO BONILLA and JORGE RODRIGUEZ, an individual on behalf of himself and all others similarly situated, Plaintiffs, vs. ARCOS MANAGEMENT INC., a California corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 37-2024-00024322-CU-OE-CTL CLASS ACTION Assigned for All Purposes To: Hon. Matthew C. Braner Dept.: C-60 **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Hearing Information: Date: March 26, 2027 Time: 9:00 a.m. Dept: C-60

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

On March 26, 2027, the Court conducted a hearing on the unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement filed by Plaintiffs Luis Alberto Bonilla and Jorge Rodriguez ("Plaintiffs") on behalf of themselves and all others similarly situated. The Court has reviewed and considered the Motion and the Settlement Agreement between Plaintiffs and Defendant Arcos Management, Inc. ("Defendant").

This Order hereby incorporates by reference the definitions in the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY MAKES THE FOLLOWING FINDINGS:**

1. The Court finds on a preliminary basis that the proposed Settlement falls within the range of reasonableness, and the terms of Settlement, as set forth in the Settlement Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet the requirements for preliminary approval.

2. The Court further finds, for settlement purposes only, that the requirements of California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq*. are satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class described in the Settlement Agreement: all persons employed by Defendant in California and classified as a non-exempt, hourly employee who worked for Defendant during the Class Period (which is the period from May 24, 2020 to February 3, 2026) and did not sign arbitration agreements.

As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT**:

1. The Court hereby preliminarily approves the proposed Settlement upon the terms set forth in the Settlement Agreement.

2. The Court conditionally certifies and approves, for settlement purposes only, the Class described above.

3. For the purposes of this Settlement, D.Law, Inc. and Ferraro Vega are hereby

appointed as Class Counsel.

4. For the purposes of this Settlement, Plaintiffs Luis Alberto Bonilla and Jorge Rodriguez are hereby appointed as the Class Representatives for the Class.

5. The Court confirms CPT Group, Inc. ("CPT") as the Administrator. The procedures for paying the Administration Expenses Payment, as set forth in the Settlement Agreement, are approved. CPT is directed to perform all responsibilities of the Administrator as set forth in the Settlement Agreement.

6. The Court hereby approves, as to form and content, the Class Notice attached as **Exhibit A** to the Settlement Agreement. The Court finds that the dates and procedure for mailing and distributing the Class Notice in the manner set forth in the Settlement Agreement meet the requirements of due process and are the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

7. The Court directs the mailing of the Class Notice via first class mail to the Class Members in accordance with the schedule and procedures set forth in the Settlement Agreement.

8. The procedures for Class Members to opt-out of the Class Settlement, object to the Settlement, and dispute the number of workweeks, as set forth in the Class Notice and Settlement Agreement, are approved.

9. The Court hereby preliminarily approves the distribution of the Gross Settlement Amount, all subject to the Court's final approval of the Settlement at the Final Approval Hearing.

10. The Court approves the PAGA portion of the Settlement.

11. A Final Approval Hearing (the "Hearing") shall be held on _____, at _____a.m./p.m. before the Honorable Matthew Braner in Department C-60 of the San Diego County Superior Court. The purpose of such Hearing will be to: (a) determine whether the proposed Settlement should be finally approved by the Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel's request for attorneys' fees and costs and amount to be awarded; and (c) determine the reasonableness of the Class Representatives' Service Payment requested for the Class Representatives and amount to be awarded.

12. Class Counsel shall file and serve all papers in support of the Motion for Final Approval and any application for reimbursement of attorneys' fees and costs, including any costs associated with or incurred by the Administrator at least sixteen (16) court days before the Final Approval Hearing.

13. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. However, Class Counsel or the Administrator will give notice to any objecting party of any continuance of the Final Approval Hearing.

14. All further proceedings in this Action shall be stayed except such proceedings necessary to review, approve, and implement this Settlement.

15. The Court reserves exclusive and continuing jurisdiction over the Action for purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and Amendment pursuant to Code of Civil Procedure section 664.6.

16. The Court hereby orders the Parties and the Administrator to carry out their duties and obligations in accordance with the terms of the Settlement Agreement.

Dated: _____, 2026

_____

Honorable Matthew C. Braner
Judge of the Superior Court