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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JOSE DE JESUS CHIQUITO DIAZ DE LEON, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

PHILCAL, INC., dba FARMER BOYS VICTORVILLE, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2317424

[Assigned for all purposes to the Hon. David E. Driscoll, Dept. S22]

[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

FINAL APPROVAL HEARING
Date: August 19, 2026
Time: 8:30 a.m.
Dept.: S22

Complaint filed: July 28, 2023
FAC filed: February 7, 2024
Trial date: None set

[PROPOSED] ORDER

On or around March 24, 2026, this Court issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Settlement"). Plaintiff Jose De Jesus Chiquito Diaz De Leon ("Plaintiff") now seeks an order granting final approval of the Settlement between Plaintiff and Defendant Philcal, Inc., dba Farmer Boys Victorville ("Defendant") (collectively, the "Parties") and the Class Action and PAGA Settlement Agreement and Class Notice ("Agreement"), which provides for a Gross Settlement Amount of $100,000.00. A true and correct copy of the Agreement is attached to the concurrently filed Declaration of Karen Wallace in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Wallace Decl.") as **Exhibit 1**, to which the Class Notice is attached as Exhibit A.

Due and adequate notice having been given to the Class (as defined below), and the Court having reviewed and considered the Settlement, the Motion for Final Approval, the supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and the absence of any written objections received regarding the Settlement, and having reviewed the record in this action, for good cause shown, **GRANTS** the Motion for Final Approval.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Court, for purposes of this Final Approval Order, adopts all defined terms as set forth in the Agreement.

2. The Court has jurisdiction over all claims asserted in the action, Plaintiff, Class Members, Defendant, and ILYM Group, Inc. (the "Administrator").

3. The term "Class Period" means the period from July 28, 2019, to February 17, 2024.

4. The term "PAGA Period" means the period from August 22, 2022, to February 17, 2024.

5. Solely for purposes of effectuating the Settlement and Agreement, the Court certifies the following Class: all persons employed by Defendant in California and classified as hourly-paid or non-exempt employees who worked for Defendant during the Class Period ("Class Members"), with each such person who does not timely and validly exclude themselves from the Class in compliance with the exclusion procedures set forth in the Agreement to be deemed a "Participating

Class Member."

6. The term "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

7. The Court hereby approves Tyler J. Wood and Karen Wallace of Wilshire Law Firm, PLC as "Class Counsel."

8. The Court finds that the Settlement appears to be fair, adequate, and reasonable and therefore meets the requirements for final approval. The Court grants final approval of the Settlement and the Class based upon the terms set forth in the Agreement.

9. The Court finds that the Settlement appears to have been made and entered into in good faith and hereby approves the Settlement payments as set forth below.

10. Release by Participating Class Members: Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments as described in Section 5 of the Agreement, 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 any and all claims that that were alleged, or reasonably could have been alleged, based on the Class Period and facts stated in the Operative Complaint, including, any and all claims involving any recovery of unpaid minimum wages and unpaid overtime (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, 1198), failure to provide meal and rest periods (Cal. Lab. Code §§ 226.7, 512), failure to provide accurate wage statements (Cal. Lab. Code § 226), failure to pay all wages due at separation (Cal. Lab. Code §§ 201-203), failure to reimburse business expenses (Cal. Lab. Code § 2802), and violation of Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.). 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.

11. Release by Aggrieved Employees: Effective on the date when Defendant fully funds

the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments as described in Section 5 of the Agreement, all Aggrieved Employees, regardless of whether they are Participating Class Members or Non- Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice that arose during the PAGA Period, including any and all claims involving any alleged failure to pay minimum wages or overtime, failure to provide meal and rest periods, failure to provide accurate wage statements, failure to pay all wages due at separation, and failure to reimburse business expenses, including Labor Code sections 201, 202, 203, 204, 210, , 226, 226.3,510, 1174.5, 1194, 1197, 1198, 2699, 2699.3, and 2802 during the PAGA Period. Aggrieved Employees only release these claims for the duration of the PAGA Period ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

12. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Agreement and as approved by the Court.

13. No Class Member has objected to the terms of the Settlement.

14. No Class Member has requested exclusion from the Settlement.

15. The notice of Class Action and PAGA Settlement that the Administrator provided to the Class ("Class Notice") as supplemented by the corrective postcard the Administrator mailed to Aggrieved Employees on September 30, 2026 correcting the PAGA Period, conformed with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constituted the best notice practicable under the circumstances by providing individual notice to all Class Members who could be identified through reasonable effort and by providing due and adequate notice of the proceedings and of the matters set forth therein to said Class Members. The Class Notice fully satisfied the requirements of due process.

16. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as defined in the Agreement), and the methodology used to calculate and pay each Participating Class Member's Individual Class Payment (as defined in the Agreement) are fair, reasonable and adequate. The Court authorizes the Administrator to pay the Individual Class Payments to Participating Class Members in accordance with the terms of the Agreement.

17. Defendant shall pay the Gross Settlement Amount to resolve the action and separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class Payments. Pursuant to the Agreement, Defendant shall fully fund the Gross Settlement Amount and shall also fund the additional amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

18. From the Gross Settlement Amount, a Class Representative Service Payment in the amount of $5,000.00 shall be paid to Plaintiff for his service as a class representative.

19. From the Gross Settlement Amount, an Administration Expenses Payment in the amount of $2,505.00 shall be paid to the Administrator. Pursuant to the Agreement, the remainder of the amount requested, or $3,745.00, shall be retained by the Administrator in the Net Settlement Amount for distribution to Participating Class Members.

20. From the Gross Settlement Amount, PAGA Penalties in the amount of $4,000 shall be paid as allocated, 75% ($3,000.00) to the LWDA ("LWDA PAGA Payment") and 25% ($1,000.00) to Aggrieved Employees on a pro rata basis as "Individual PAGA Payments," as defined in the Agreement.

21. From the Gross Settlement Amount, a Class Counsel Fees Payment in the amount of $33,333.33 and a Class Counsel Litigation Expenses Payment in the amount of $2,899.14 shall be paid to Class Counsel for attorneys' fees and actual litigation expenses incurred, as set forth in the Agreement. The Court finds that the fees and costs are reasonable in light of the benefit provided to the Class. Pursuant to the Agreement, the remainder of the amount requested for litigation expenses, or $3,600.86, shall be retained by the Administrator in the Net Settlement Amount for distribution to Participating Class Members.

22. Without affecting the finality of this Order in any way, and in accordance with Code

of Civil Procedure section 664.6, the Court retains jurisdiction over the implementation, interpretation, and enforcement of the Settlement and the Agreement with respect to all Parties, Class Counsel, Defense Counsel, and the Administrator.

Plaintiff's Motion for Final Approval of Class Action Settlement is hereby **GRANTED,** and the Court directs that judgment shall be entered in accordance with the terms of this Order.

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IT IS SO ORDERED.

Date: _____

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Hon. David E. Driscoll
Judge of the Superior Court