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SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE
10/05/2026
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

JERROD LAMONT STEVENS, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

BBQ HOLDINGS, INC., a corporation; BBQ GROWTH LLC, an unknown business entity; TAHOE JOE'S STEAKHOUSE, LLC, a limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: VCU300433

[Assigned for All Purposes to the Honorable David C. Mathias, Dept. 1]

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

Final Approval Hearing:
Date: October 1, 2026
Time: 8:30 a.m.
Dept.: 1

Complaint filed: July 28, 2023
FAC filed: August 7, 2025
Trial date: Not set

Plaintiff Jerrod Lamont Stevens's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement came before this Court on October 1, 2026, at 8:30 a.m., in Department 1 of the Superior Court of California, County of Tulare, located at 221 S. Mooney Blvd., Visalia, CA 93291. Plaintiff now seeks an order granting final approval of the Settlement Agreement ("Settlement Agreement") between Plaintiff and Defendants BBQ Holdings, Inc., BBQ Growth LLC, and Tahoe Joe's Steakhouse, LLC (collectively, "Defendants") (Plaintiff and Defendants collectively, the "Parties"), a copy of which is attached to the Declaration of Tyler J. Woods in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**. On February 19, 2026, this Court issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement granted on February 19, 2026, and the instant Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as well as oral argument presented to the Court, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all Settlement Class Members.

2. The Court finds that the Class, as defined below, is properly certified as a class for settlement purposes only:

> persons who worked for Defendants in California as an hourly, nonexempt employees at any time during the Class Settlement Covered Period.

3. "Class Settlement Covered Period" means the period from the period from October 7, 2021, though June 15, 2025.

4. The Court appoints Plaintiff Jerrod Lamont Stevens as Class Representative for

settlement purposes only.

5. The Court appoints Tyler J. Woods, James Yoo and Giancarlo A. Recinos of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class Member by first-class mail. These papers informed Class Members of the terms of the Settlement, their right to receive a settlement share, their right to comment on or object to the Settlement or to opt out of the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures.

7. No Class Members objected to the Settlement.

8. No Class Members requested exclusion from the Settlement.

9. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

10. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

11. Class Members who have not opted out will be bound by the Settlement.

12. Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a portion of the amount set aside for their share of the settlement of civil penalties, regardless of whether they opt out of the Settlement.

13. The Court finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s).

14. No later than five (5) business days after the Effective Date, Defendants shall fully fund the GSA of $650,000.00 and separately fund all employer-side payroll taxes required under the Settlement by transmitting such amounts to the Settlement Administrator.

15. Within fourteen (14) days after Defendants fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

16. The "Effective Date" is defined as the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval has elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the date the court grants Final Approval; or, if any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief or the appellate court affirms the Final Approval and issues remittitur.

17. In addition to any recovery Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves payment from the Gross Settlement Amount a Class Representative Service Payment to Plaintiff Jerrod Lamont Stevens in the amount of $5,000.00.

18. The Court approves payment from the Gross Settlement Amount for civil penalties under PAGA in the amount of $32,500.00 with the LWDA to receive 75% ($24,375.00), and the remaining 25% ($8,125.00) to be distributed to Aggrieved Employees, defined as a person who worked for Defendants in California as an hourly, non-exempt employee at any time from October 18, 2023, through June 15, 2025.

19. The Court finds and determines that such payment is fair, reasonable, and appropriate.

20. The Court approves payment from the GSA for attorneys' fees to Class Counsel in the amount of $124,815.00, and the reimbursement of litigation costs in the amount $27,529.80. The Court finds both amounts are reasonable.

21. The Court approves payment from the GSA for settlement administration services in the amount of $9,950.00 to the Settlement Administrator, ILYM Group, Inc.

22. Individual Settlement Payments checks will be valid for 180 days after mailing by the Administrator. If a Class Member fails to cash the check for his or her Individual Settlement Payment within 180 days after it is mailed to him or her, the Administrator will distribute the funds represented by the check to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

23. Upon the Effective Date and Defendants' funding of the GSA in accordance with the Settlement Agreement, all Participating Class Members shall be deemed to have fully released the "Released Class Claims" as defined in Section 5.2, including section 5.2.1 through 5.2.4, of the Settlement. Specifically, Participating Class Members shall release all claims pleaded in the Complaint, and/or First Amended Complaint, and/or any PAGA letters, and/or amended PAGA letters sent to the LWDA by Plaintiff during or prior to the Action, and/or which reasonably could have been alleged based on the facts, allegations and/or claims pleaded in the Action, against Defendants and/or Released Parties for work performed during the Class Settlement Covered Period, including but not limited to Section 5.2, including section 5.2.1 through 5.2.4, of the Settlement. The Released Class Claims shall be given full res judicata and collateral estoppel effect as provided in Section 5.2.4 of the Settlement Agreement.

24. Upon the Effective Date and Defendants' funding of the GSA in accordance with the Settlement Agreement, all Aggrieved Employees, as well as the LWDA and the State of California to the extent permitted by law, shall be deemed to have fully released the "Released PAGA Claims" as defined in Section 5.3 of the Settlement Agreement. Specifically, Aggrieved Employees shall release claims for PAGA civil penalties pleaded in the Operative Complaint, and/or any PAGA letters and/or amended PAGA letters sent to the LWDA by Plaintiff during or prior to the Action, and/or which reasonably could have been alleged based on the facts, allegations

and/or claims pleaded in the Action, against Defendants and/or Released Parties, including Section 5.3 of the Settlement. The Released PAGA Claims shall be given full res judicata and collateral estoppel effect upon entry of this Judgment.

25. "Released Parties" means Defendants, as well as each and all of their past and present direct or indirect parents, subsidiaries, predecessors, successors, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, managing agents, insurers, reinsurers, shareholders (both legal and beneficial), attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns, trustees and legal representatives, and any individual or entity which could be jointly liable with Defendants (collectively, "Released Parties").

26. Upon the Effective Date and Defendants' funding of the GSA in accordance with the Settlement Agreement, Plaintiff shall be deemed to have provided the release set forth in Section 5.1 of the Settlement Agreement, including the waiver under California Civil Code section 1542 set forth in Section 5.1.1.

27. The Parties and Administrator are hereby ordered to comply with the terms of the Settlement.

28. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs except as otherwise provided in the Settlement and this Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.

29. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

30. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action

and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

31. A Settlement Compliance Hearing is set for _____, at _____a.m./p.m. or a date and time soon thereafter more convenient for the Court: _____, at _____ a.m./p.m. in Department 1of the above-captioned Court.

32. A final report from the Administrator indicating that disbursements were made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the Settlement Compliance Hearing.

IT IS SO ORDERED.

Ordered pursuant to terms of the Court's 10/1/26 adopted tentative ruling.

Dated: 10/05/2026

_____
HONORABLE DAVID C. MATHIAS
JUDGE OF THE SUPERIOR COURT