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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

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

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

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

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

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

26 3. “Class Settlement Covered Period” means the period from the period from October 7,
27 2021, though June 15, 2025.

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

1 settlement purposes only.

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

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

10 7. No Class Members objected to the Settlement.

11 8. No Class Members requested exclusion from the Settlement.

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

17 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
18 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
19 requirements for final approval of this class action settlement under California law, including the
20 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
21 3.769.

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

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

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

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

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

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

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

22 18. The Court approves payment from the Gross Settlement Amount for civil penalties
23 under PAGA in the amount of \$32,500.00 with the LWDA to receive 75% (\$24,375.00), and the
24 remaining 25% (\$8,125.00) to be distributed to Aggrieved Employees, defined as a person who
25 worked for Defendants in California as an hourly, non-exempt employee at any time from October
26 18, 2023, through June 15, 2025.

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

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

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

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

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

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

1 and/or claims pleaded in the Action, against Defendants and/or Released Parties, including Section
2 5.3 of the Settlement. The Released PAGA Claims shall be given full res judicata and collateral
3 estoppel effect upon entry of this Judgment.

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

13 26. Upon the Effective Date and Defendants’ funding of the GSA in accordance with the
14 Settlement Agreement, Plaintiff shall be deemed to have provided the release set forth in Section
15 5.1 of the Settlement Agreement, including the waiver under California Civil Code section 1542
16 set forth in Section 5.1.1.

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

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

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

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

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

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

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

12 **IT IS SO ORDERED.**

13
14 Dated: _____

15 HONORABLE DAVID C. MATHIAS
16 JUDGE OF THE SUPERIOR COURT
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