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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

DAVID ISAAC TOBAR ORTIZ, an individual and on behalf of all others similarly situated;

Plaintiff,

vs.

EPICUREAN GROUP, a California corporation; and DOES 1 through 50,

Defendants.

Case No.: 23CV424299

[Assigned for All Purposes to:
Hon. Beth McGowen, Dept. 22]

(PROPOSED) ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, CLASS REPRESENTATIVE SERVICE PAYMENT, AND ATTORNEY'S FEES AND COSTS AND JUDGMENT

(Filed concurrently with Motion for Final Approval and Supporting Declarations)

DATE: December 17, 2026
TIME: 1:30 p.m.
DEPT: 22

Action Filed: October 17, 2023
Trial Date: Not Set

The Motion of Plaintiff David Isaac Tobar Ortiz ("Plaintiff") for Final Approval of Class Action and PAGA Settlement, Class Representative Service Payment, and Attorney's Fees and Costs ("Final Approval Motion") came on regularly for hearing before this Court pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary Approval of Class Action and PAGA Settlement dated June 26, 2026 ("Preliminary Approval Order").

Having considered the Parties' Class Action and PAGA Settlement Agreement (the "Settlement" or "Agreement")[1] attached as Exhibit 1 to the Declaration of William C. Sung, and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Class pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate pursuant to California Code of Civil Procedure § 382, and is the product of good faith, arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Final Approval Motion and hereby ORDERS, ADJUDGES, AND DECREES:

1. Final judgment is hereby entered in conformity with the Agreement and this Final Approval Order.

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Class: All current and former employees who are or were employed as non-exempt, hourly employees by Defendant and worked for Defendant within the State of California during the Class Period of October 17, 2019 through October 25, 2025.

3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung, Tiffany L. Luu, Joseph C. Ramli of Justice for Workers, P.C. as Class Counsel; and Phoenix Settlement Administrators as the Administrator.

4. Notice was provided to Class Members as set forth in the Settlement, which was approved by the Court on June 26, 2026, and the notice process has been completed in conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds that said notice

[1] All defined terms contained herein shall have the same meanings as set forth in the Settlement.

was the best notice practicable under the circumstances, and that individual notice was provided to all Class Members who could be identified through reasonable effort. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein.

5. The Court finds that no Class Member objected to or opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

6. The Court further finds that the Settlement is fair, reasonable, and adequate, and orders the Parties to effectuate the Settlement according to its terms.

7. For purposes of settlement only, the Court finds that: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a well-defined community of interest among members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Settlement Class members; (d) the Class Representative has fairly and adequately protected the interests of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the Class.

8. The Court finds that given the absence of objections to the Settlement, this Judgment and Order shall be considered final as of the date of entry.

9. The Court finds that the Individual Class Payments and Individual PAGA Payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to distribute the Individual Class Payments and Individual PAGA Payments in conformity with the terms of the Settlement.

10. The Court orders Defendant to deposit the Gross Settlement Amount of $1,300,000 and employer payroll taxes with the Administrator no later than 30 days after the Effective Date.

11. The Court finds that a Class Representative Service Payment in the amount of $10,000.00 to the Plaintiff is appropriate for Plaintiff's service to the Class. The Court finds that this payment is fair, reasonable, and adequate, and orders that the Administrator make this payment in conformity with the terms of the Settlement.

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12. The Court finds that attorney's fees in the amount of $455,000.00 and litigation costs of $20,061.17 for Class Counsel are fair, reasonable, and adequate in light of the common fund created by the Settlement, and orders that the Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

13. The Court orders that the Administrator shall be paid $15,950.00 from the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

14. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of $52,500.00 for its share of the settlement of Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement.

15. The Court orders that any settlement checks shall be negotiable for 180 calendar days from the date of issuance of the check, and that any settlement checks that remain uncashed after one 180 days after they are mailed shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure §§ 1500, *et seq.*, in the name of the Class Member to whom the check was issued.

16. "Released Parties" means Defendant Epicurean Group, Compass Group USA, Inc., and any of their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, affiliates, divisions, assigns, joint venturers, third parties, and other related entities, as well as each of their present and/or future officers, directors, administrators, trustees, staff, members, managers, employees, agents, representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders, as well as any individual or entity which could be jointly liable with the Epicurean Group.

17. 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, 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, rights, demands, liabilities, and causes of action that were alleged

in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the Class Period, including all of the following claims for relief: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) Unfair Competition ("Released Class Claims").

18. 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, Aggrieved Employees and the LWDA 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 causes of action and claims for civil penalties, attorneys' fees and costs under the PAGA that were alleged or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint and PAGA Notice, arising during the PAGA Period, including PAGA penalties for: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, et seq., 2699, et seq., and 2802 ("Released PAGA Claims"). "PAGA Period" means the period from September 11, 2022 through October 25, 2025.

19. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give notice of this final Judgment and Order to all Participating Class Members by posting on it the Administrator's website for 90 days.

20. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides: "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment." Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the

Settlement, the Final Approval Order, and this Judgment.

21. The Court sets a Non-Appearance Compliance Hearing for _____, 2027 at 1:30 p.m. in Department 22 of the above-entitled Court. Plaintiff shall file a Final Accounting Declaration from the Administrator no later than 5 court days before the Compliance Hearing.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____, 2026

_____
Hon. Beth McGowen
Judge of the Superior Court