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Superior Court of California,
County of Kern

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06/25/2026

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF KERN**

14 CAMBRIA BARTON and MICHELLE
15 STEFFLER, individually and on behalf of all
16 others similarly situated,

17 *Plaintiffs,*

18 v.

19 LITTLE ROCK MANAGEMENT, INC.;
20 LITTLE ROCK MANAGEMENT, LLC; FAR
WEST MANAGEMENT GROUP, INC.; and
DOES 1 through 20, inclusive,

21 *Defendants.*
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Case No.: BCV23102771

*[Assigned for All Purposes to the Hon.
Gregory Pulskamp, Div. J]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: June 23, 2026

Time: 8:30 a.m.

Div.: J

Action Filed: August 17, 2023

**~~PROPOSED~~ ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

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Attorneys for Plaintiff
CAMBRIA BARTON

1 [PROPOSED] ORDER

2 Having reviewed Plaintiffs Cambria Barton and Michelle Steffler's (collectively,
3 "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement
4 ("Motion"), the Declaration of John G. Yslas, the Declaration of Cambria Barton, the
5 Declaration of Michelle Steffler, and the Class Action and PAGA Settlement Agreement
6 ("Settlement Agreement"), and good cause appearing, the Court finds and HEREBY ORDERS
7 THE FOLLOWING:

8 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
9 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
10 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
11 terms set forth in the Settlement Agreement between Plaintiffs and Defendant Little Rock
12 Management, Inc. DBA Arby's ("Defendant"), attached to the Declaration of John G. Yslas in
13 Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement
14 as **Exhibit 2**.

15 2. The Settlement falls within the range of reasonableness of a settlement which
16 could ultimately be given final approval by this Court, and appears to be presumptively valid,
17 subject only to any objections that may be raised at the Final Approval Hearing and final
18 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
19 \$500,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
20 a \$30,000.00 allocation toward civil penalties under the Labor Code Private Attorneys General
21 Act ("PAGA"), 75% of which (\$22,500.00) will be paid to California's Labor & Workforce
22 Development Agency ("LWDA") and 25% of which (\$7,500.00) will be paid to Aggrieved
23 Employees; (c) a Class Representative Service Payment of up to \$10,000.00 to each of the
24 Plaintiffs (\$20,000.00 total); (d) Class Counsel's attorneys' fees not to exceed one third (1/3)
25 of the Gross Settlement Amount (currently estimated to be \$166,666.66), and up to \$35,000.00
26 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement
27 Administration Costs of up to \$6,750.00.

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1 3. The Court preliminarily finds that the terms of the Settlement appear to be within
2 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
3 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
4 and reasonable to the Class Members when balanced against the probable outcome of further
5 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
6 significant informal discovery, investigation, research, and litigation have been conducted such
7 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
8 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
9 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
10 the result of intensive, serious, and non-collusive negotiations between the Parties with the
11 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
12 that the Settlement Agreement was entered into in good faith.

13 4. A final approval hearing on the question of whether the proposed Settlement,
14 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
15 of claims for penalties under PAGA, and the Class Representative Service Payments should be
16 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
17 in accordance with the Implementation Schedule set forth below.

18 5. The Court provisionally certifies for settlement purposes only the following class
19 (the "Class"): "all persons currently or formerly employed by Defendant as a non-exempt
20 employee in California at any time during the Class Period."

21 6. "Class Period" means August 17, 2019, to July 1, 2025.

22 7. "Aggrieved Employees" means all persons currently or formerly employed by
23 Defendant as a non-exempt employee in California at any time during the PAGA Period.

24 8. "PAGA Period" means the period from August 17, 2022, to July 1, 2025.

25 9. The Court finds, for settlement purposes only, that the Settlement Class meets the
26 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
27 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
28 of law and fact that are common, or of general interest, to all Settlement Class Members, which

1 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
2 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
3 the interests of the Settlement Class Members; and (5) a class action is superior to other
4 available methods for the fair and efficient adjudication of the controversy.

5 10. The Court appoints as Class Representatives, for settlement purposes only,
6 Plaintiffs Cambria Barton and Michelle Steffler. The Court further preliminarily approves
7 Plaintiffs' ability to request an incentive award of up to \$10,000.00 each (\$20,000.00 total).

8 11. The Court appoints, for settlement purposes only, John G. Yslas, Eugene
9 Zinovyev, John Brown, Gabriella Solé, Emily K. Borman, and Courtney M. Miller of Wilshire
10 Law Firm, PLC and Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Carolyn M. Bell
11 of Aegis Law Firm, PC as Class Counsel. The Court further preliminarily approves Class
12 Counsel's ability to request attorneys' fees of up to one-third (1/3) of the Gross Settlement
13 Amount (currently estimated to be \$166,666.66), and litigation costs not to exceed \$35,000.00.

14 12. The Court appoints ILYM Group Inc. as the Settlement Administrator with
15 reasonable administration costs estimated not to exceed \$6,750.00.

16 13. The Court approves, as to form and content the Class Notice, attached to the
17 Settlement Agreement as **Exhibit A**. The Court finds on a preliminary basis that plan for
18 distribution of the Notice to Settlement Class Members satisfies due process, provides the best
19 notice practicable under the circumstances, and shall constitute due and sufficient notice to all
20 persons entitled thereto.

21 14. The Parties and Administrator are ordered to carry out the Settlement according
22 to the terms of the Settlement Agreement.

23 15. Any Class Member who does not timely and validly request exclusion from the
24 Settlement may object to the Settlement Agreement.

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16. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	15 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit written objections, challenges to workweeks and/or pay periods, and requests for exclusion	60 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payments to Plaintiffs	16 court days before the Final Approval Hearing
Final Approval Hearing	December 9, 2026, at 8:30 a.m./p.m. in Div. J of the above-referenced Court

17. The Court further ORDERS that, pending further Order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: 6/25/26


HON. ~~GREGORY DULCAMP~~ *Caves*
JUDGE OF THE SUPERIOR COURT