Electronically Received 08/28/2026 01:24 PM

NORTH LAW, P.C.
Hengameh S. Safaei (SBN 248048)
safaei@northlegalpc.com
12100 Wilshire Boulevard, 8th Floor
Los Angeles, California 90025
Telephone: (213) 868-3232
Facsimile: (213) 315-0162

Attorneys for Plaintiff OSWALDO RICO SORIA, individually and on behalf of others similarly situated

FILED
Superior Court of California
County of Los Angeles
09/22/2026
David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

OSWALDO RICO SORIA, individually and on behalf of all others similarly situated,

PLAINTIFF,

v.

KEW ENTERPRISES, INC., a California corporation d/b/a McDonald's; KENNETH WORLEY, an individual; and DOES 1 through 50, inclusive,

DEFENDANTS.

CASE NO.: 24STCV10601
Assigned for all purposes to the Honorable David S. Cunningham; Dept. SS11

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL AND JUDGMENT

Complaint Filed: April 26, 2024
FAC Filed: June 21, 2024
Trial Date: Not set.

~~[PROPOSED]~~ ORDER

The Motion of Plaintiff OSWALDO RICO SORIA ("Plaintiff") for Final Approval of Class Action Settlement ("Motion") came regularly for hearing before this Court. The Court, having considered the Class Action and PAGA Settlement Agreement and Amendment to Class Action and PAGA Settlement Agreement and Class Notice (collectively, the "Settlement Agreement") between Plaintiff and Defendant KEW ENTERPRISES, INC. d/b/a McDonald's ("Defendant" and together with Plaintiff, the "Parties"); having considered Plaintiff's Motion, the supporting Memorandum of Points and Authorities and Declarations filed therewith; having granted preliminary approval of the Settlement and conditional certification of the Class for settlement purposes only; with due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and good cause appearing, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. This Court has jurisdiction over the subject matter of this action, the Parties, and the Class.

2. The Motion for Final Approval is **GRANTED**. The Court grants Final Approval of the Settlement upon the terms and conditions set forth in the Settlement Agreement, including the definition of the Class and Class Period stated below. The Court finds the Settlement terms are fair, reasonable, and adequate, pursuant to section 382 of the California Code of Civil Procedure. For the reasons set forth in the Preliminary Approval Order, and in the proceedings of the Final Approval hearing, which are adopted and incorporated herein by reference, the Court finds that Plaintiff has satisfied the standards and applicable requirements for final approval under applicable law, including the provisions of Code of Civil Procedure section 382.

3. The Court certifies the following Class for the purpose of the Settlement only: Plaintiff and all other individuals who are or were employed by Defendant in California as non-exempt hourly-paid employees, who worked at least one shift during the Class Period. The Class Period is April 26, 2020 to August 4, 2025.

4. The Court approves the following group of aggrieved employees under the Private Attorneys General Act of 2004 ("PAGA") as: Plaintiff and all other individuals who are or were

employed by Defendant in California as non-exempt hourly-paid employees, who worked at least one shift during the PAGA Period. The PAGA Period is April 22, 2023 to July 15, 2025.

5. The Court appoints Hengameh S. Safaei of North Law, P.C. as Class Counsel.

6. The Court appoints Plaintiff OSWALDO RICO SORIA as the Class Representative.

7. The Court appoints Apex Class Action LLC as the Settlement Administrator and concludes the Settlement Administrator took all reasonable and necessary steps to locate and notify each Class Member of the Agreement, as required in the Preliminary Approval Order. The notice given to the Class fully and accurately informed the Class of all material elements of the Settlement Agreement and their opportunity to object or comment thereon; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with applicable law. The notice fairly and adequately described the Settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information. A full opportunity has been afforded to Class Members to participate in this hearing. Accordingly, the Court determines that all Class Members who did not timely and properly request exclusion are bound by this Judgment.

8. Upon the funding of the Gross Settlement Amount, all Class Members shall fully release and discharge Defendant and each of its former and present directors, officers, partners, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, agents, and parents (the "Released Parties") from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the operative First Amended Complaint in the Action, including any and all claims involved any alleged failure to reimburse necessary business expenses; failure to provide meal premiums and/or unpaid meal period premiums; failure to authorize and permit rest breaks and/or unpaid rest break premiums; failure to timely pay final wages; failure to provide complete wage statements; failure to timely pay wages; and based on violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 512, 558, 1174.5, 2800, 2802, applicable sections of the relevant Industrial Welfare Commission Wage Order(s), or Business and Professions Code section 17200, et seq., which are premised on the same allegations, and applicable Cal. Code Regs. (the "Released Class Claims"). The operative release period for the Released Class Claims is the Class Period. 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.

9. Upon funding of the Gross Settlement Amount, all PAGA Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties available under PAGA based on the facts alleged in the operative First Amended Complaint in the Action and Plaintiff's PAGA Notice (the "Released PAGA Claims"_ during the PAGA Period.

10. The Court finds that Class Members who did not timely exclude themselves from the Settlement will be deemed to have released the Released Parties from the Released Claims, as set forth in the Settlement Agreement. Class Members who did not timely object to the Settlement are barred from prosecuting or pursuing any appeal of this Order Granting Final Approval.

11. The Court directs Defendant to fund the non-reversionary settlement amount of $607,034.87 (the "Gross Settlement Amount" or "GSA") in accordance with the terms of the Settlement Agreement and the application of the Settlement Agreement's Escalator Clause. The Gross Settlement Amount shall provide for Class Members' individual settlement payments, the class representative service payment for Plaintiff, Class Counsel's attorney's fees and costs, the Settlement Administrator's fees and expenses, and penalties to the California Labor and Workforce Development Agency and PAGA Group Members pursuant to Labor Code section 2698 *et seq*.

12. Defendant shall fund and the Settlement Administrator shall distribute the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards payment from the Gross Settlement Amount for Class Counsel's attorney's fees in the amount of $202,344.96 (one-third of GSA) and costs in the amount of $14,143.32, as final payment for and complete satisfaction of any and all fees and costs incurred by and/or owed to Class Counsel. The Court further orders that the award of attorney's fees and costs set forth in this paragraph shall be administered pursuant to the terms of the Settlement Agreement.

14. The Court approves the payment of a service award and general release payment in the amount of $7,500 to Plaintiff from the Gross Settlement Amount.

15. The Court approves and orders payment in the amount of $55,000 from the GSA for PAGA penalties, 75% of which will be paid to the LWDA and 25% of which will be distributed to the PAGA Aggrieved Employees pursuant to the terms of the Settlement Agreement.

16. The Court approves and orders payment from the Gross Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, Apex Class Action LLC, in the amount of $15,750.

17. The Court approves and orders payment of individual settlement payments from the Net Settlement Amount to the Settlement Class Members, as set forth in the Settlement Agreement. One third of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining two thirds of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.

18. The Court approves and orders that any checks distributed from the GSA yet remaining uncashed one hundred and eighty (180) calendar days after being issued shall be void. Following expiration of the check-cashing period, the Settlement Administrator will remit these funds to the Legal Aid At Work, Workers' Rights Clinic.

19. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreement pursuant to California Code of Civil Procedure § 664.6. Compliance Hearing scheduled for 07/23/2027 at 9:00 a.m.
File final distribution report by 07/16/2027.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 09/22/2026

~~HONORABLE DAVID S. CUNNINGHAM~~
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. My business address is 12100 Wilshire Boulevard, 8th Floor, Los Angeles, California 90025.

On August 28, 2026, I served the following document(s): **[PROPOSED] ORDER GRANTING FINAL APPROVAL AND JUDGMENT** on the following person(s):

Attorneys for Defendants KEW ENTERPRISES, INC., a California corporation d/b/a McDonald's; KENNETH WORLEY, an individual

Lewis Brisbois
Dominique Thomas
Izie Hudson
2185 N. California Blvd, Suite 300
Walnut Creek, CA 94596
Dominique.Thomas@lewisbrisbois.com
Izie.Hudson@lewisbrisbois.com

The documents were served by the following means:

☒ **BY ELECTRONIC TRANSMISSION.** Based on an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

☐ **BY OVERNIGHT DELIVERY.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ **BY FAX TRANSMISSION.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax number(s) listed above. No error was reported by the fax machine that I used.

☐ **BY MESSENGER SERVICE.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in the attached Proof of Service List and providing them to a professional messenger service for service.

☐ **BY UNITED STATES MAIL.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in the attached Proof of Service List:

☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepared.

☐ placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident of and employed in the county where the mailing occurred. The envelope or package was placed in the mail at Los Angeles, California.

☐ **BY PERSONAL SERVICE.** I personally delivered the documents to the persons at the addresses listed in the attached Proof of Service List. (1) For a party represented by an attorney, delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office; or (c) if there was no person in the office with whom the notice or papers could be left, by leaving them in a conspicuous place in the office between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.

I declare under penalty of perjury under the laws of the State of California, that to the best of my knowledge that the foregoing is true and correct.

Executed on August 28, 2026 at Los Angeles, California.



Hengameh S. Safaei