ELECTRONICALLY RECEIVED - 9/18/2026 1:24 PM - By: Veronica Gonzalez, DEPUTY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SEP 24 2026

By Julian Cornejo, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

AMORINA HUERTA, WILLIAM RHOADES, RAHEEM COOPER, BRANDON RUIZ, and FRANCISCA RINCON, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons, Plaintiff, v. WIDO PIZZA, INC., a California corporation; and DOES 1-20, inclusive, Defendants.	Case No. CIVSB2415562 Case Assigned for All Purposes to: *The Hon. Michael A. Sachs* Dept: S-28 ~~[PROPOSED]~~ **AMENDED JUDGMENT AND ORDER** Hearing Date: September 18, 2026 Time: 8:30 a.m. Action Filed: July 12, 2024 Trial Date: None Set

Plaintiffs AMORINA HUERTA, WILLIAM RHOADES, RAHEEM COOPER, BRANDON RUIZ, and FRANCISCA RINCON's (collectively, "Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement and Motion for Attorneys' Fees and Costs (collectively, "Motions") came on for hearing on September 18, 2026, in Department S-28 of the above-referenced Court, located at 247 W. Third St., San Bernardino, CA 92415.

Having fully reviewed and considered the Motions and moving papers, and having analyzed the Class Action and PAGA Settlement Agreement ("Settlement Agreement" or

"Settlement") attached as Exhibit A to the Declaration of Sam Kim filed concurrently with the Motions, and the record and proceedings herein, having determined that the Settlement is fair, adequate, and reasonable, and otherwise being fully informed, the Court finds, concludes, and hereby orders and JUDGMENT IS HEREBY ENTERED AS FOLLOWS:

2. This Judgment is entered in accordance with and incorporates by reference the Motion for Final Approval of Class Action and PAGA Settlement, Motion for Attorneys' Fees and Costs, and the definitions in the Settlement Agreement and all terms defined therein shall have the same meaning as set forth in the Settlement Agreement. Pursuant to Rule 3.769 (h) of the California Rules of Court, the Court hereby enters judgment consistent with and expressly set forth in the Settlement Agreement in the above-entitled case for Plaintiffs, Participating Settlement Class Members, and Aggrieved Employees.

3. Class Counsel shall file this Judgment, and provide the same to the Settlement Administrator, who shall post the Judgment on the Settlement Administrator's website (http://www.phoenixclassaction.com/class-action-lawsuits/judgements/) within seven (7) calendar days after Judgement. The Settlement Administrator shall post a copy of this signed judgment for one hundred eighty (180) calendar days on its website in compliance with Rule 3.771(b) of the California Rules of Court in order to provide notice to the Participating Class Members of this Judgment.

4. The Participating Class Members bound by this Judgment include: "all persons employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the Class Period." The Class Period is September November 21, 2019, to July 13, 2025.

5. The Aggrieved Employees bound by this Judgment include "all persons employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the PAGA Period." The PAGA Period is July 21, 2023, to July 13, 2025.

6. No Class Members opted out of the Settlement.

7. The Individual Settlement Payments to Participating Class Members shall be made from the Net Settlement Amount according to the terms of the Settlement Agreement.

The Net Settlement Amount is equal to the Gross Settlement Amount (or "GSA") of $1,312,064.00 minus the following payments:

A. $50,000.00 as the Class Representative Service Payment shall be paid to Plaintiffs as follows: $10,000.00 each to Plaintiffs AMORINA HUERTA, WILLIAM RHOADES, RAHEEM COOPER, BRANDON RUIZ, and FRANCISCA RINCON .

B. $17,500.00 in settlement administration fees and costs shall be paid to Phoenix Settlement Administrator for the fees and costs of administering the Settlement;

C. $459,222.40 in attorney's fees shall be set aside and paid to Class Counsel as follows:

   i. Wilshire Law Group = $252,572.32

   ii. Verum Law Group, APC = 206,650.08

D. $22,105.10 in costs shall be paid to Class Counsel as follows:

   i. Wilshire Law Group = $18,376.13

   ii. Verum Law Group, APC = 3,728.97

E. $30,000.00 allocated to penalties under PAGA, of which $19,500.00 shall be paid by the Settlement Administrator directly to the LWDA and the remaining $10,500.00 shall be paid to Aggrieved Employees.

8. Defendant shall fully fund the Gross Settlement Amount (or "GSA") and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator as follows: 40% of the GSA will be paid 30 days following final approval; 2) 30% of the GSA will be made by September 19, 2026; and 3) the final 30% of the GSA by March 19, 2027 ("Payment Plan").

9. 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, Plaintiffs, and Participating Class Members, will release claims against all Released Parties as follows:

A. Plaintiffs will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all claims arising from their employment with Defendant, separation of employment from Defendant, whether known or unknown, arising under any federal or local law or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. Plaintiffs understand and agree that claims or facts in addition to or different from those which are not known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

B. 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 (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Except as set forth in Section (C) below, 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.

C. All Non-Participating and Participating Class Members who are Aggrieved Employees 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 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notices.

10. The distribution of the Class Notice to the Class as set forth in the Settlement Agreement has been completed in conformity with the Preliminary Approval Order. The Class Notice provided adequate notice of the proceedings and about the case, including the proposed settlement terms as set forth in the Settlement Agreement. The Class Notice fully satisfies due process requirements. The Class Notice was sent via U.S. Mail in English and Spanish to all persons entitled to such notice and to all Class Members who could be identified through reasonable effort. As executed, the Class Notice was the best notice practicable under the circumstances. Class Members were afforded the opportunity to exclude themselves or object to the Settlement. No Class Member objected to the Settlement, and no Class Members, opted out of the Settlement.

11. The Court finds that the Settlement Agreement has been reached because of informed and non-collusive arms-length negotiations. Consummation of the Settlement in accordance with the terms and provisions of the Settlement Agreement is therefore approved. The Settlement Agreement shall be binding upon all Class Members who did not timely opt out.

12. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement Agreement, or any document referred to herein, or any action taken to carry out the Settlement Agreement, shall be construed or deemed to be an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

13. Within 14 days after Defendant funds the Gross Settlement Amount, 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 Payments.

14. The Court hereby confirms that Plaintiff is approved as the Class Representative in this Action. The Court further awards a Class Representative Service Payments of $10,000 to each Plaintiff (totalling $50,000.00). The payment of the Class Representative Service Award to the Plaintiffs shall be made in accordance with the terms of the Settlement Agreement.

2. The Court hereby approves and allocates attorneys' fees in the amount of $459,222.40 to Class Counsel, as set forth above. The Court hereby awards recovery of total costs in the amount of $22,105.10 to Class Counsel. These amounts shall be final payment for and completely satisfy all attorneys' fees and costs incurred by and/or owed to Class Counsel. The Court finds that Class Counsel's requested attorneys' fees and costs fall within the range of reasonableness. The payment of fees and costs to Class Counsel shall be made in accordance with the Settlement Agreement.

3. The Court further approves the payment of $17,500.00 to Phoenix Settlement Administrators for the fees and costs of administering the Settlement as set forth in the Settlement Agreement. The payment authorized by this paragraph shall be paid in accordance with the terms of the Settlement Agreement.

4. The Settlement Administrator shall promptly calculate and mail the checks to those Class Members who have not properly opted out and cause to be paid attorneys' fees,

costs, and Class Representative Service Payments, as approved by the Court and in accordance with the terms of the Settlement Agreement and this Order. A Class Member must cash his or her check within one hundred eighty (180) days after it is mailed to him or her. Any check that is not negotiated within one hundred eighty (180) days of mailing to a Participating Settlement Class Member, or that is undeliverable, shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

5. The Parties agree that, upon final approval of the Settlement, the Court shall enter Judgment on the terms set forth herein. The Court shall have continuing jurisdiction over the construction, interpretation, implementation and enforcement of the Settlement Agreement according to its terms, and over the administration and distribution of the settlement proceeds.

6. The Order shall be entered pursuant to the Settlement Agreement and is intended to effectuate the settlement as more fully described in the Settlement Agreement. In the event that the Settlement does not become effective in accordance with the terms of the Settlement Agreement, then this Order shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated.

7. No later than 5.01.27, Class Counsel must file a Final Report re: Distribution of the settlement funds.

8. Upon receiving the Final Report, the Court will determine whether further reports and/or a hearing is necessary.

9. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs, Class Members, Aggrieved Employees and Defendant for the purposes of: (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Final Approval Order, and this Judgment; and (b) supervising distribution of amounts paid under this settlement.

10. The Court's Judicial Assistant shall give notice of this order to

Plaintiffs. Plaintiffs' counsel are ordered to give formal notice to all other parties and to file proof of service of such within 5 days of receipt of this order.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: September 24, 2026

The ~~Hon. Michael A. Sachs~~
Judge of the Superior Court

JUDGE NICOLE QUINTANA WINTER