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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

OSCAR ROBLES, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

BALLY AMERICAS INC., a Delaware corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2024-01417922-CU-OE-CXC

(Assigned for all purposes to the Hon. William D. Claster, Dept. CX101)

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT

Date: October 23, 2026
Time: 9:00 a.m.
Dept.: CX101

Action Filed: August 9, 2024
Trial Date: None Set

Plaintiff Oscar Robles ("Plaintiff" or "Class Representative") and Defendant Bally Americas Inc. ("Defendant") (together with Plaintiff, the "Parties") have entered into the Joint Stipulation of Class Action and PAGA Settlement and the Amendment to Joint Stipulation of Class Action and PAGA Settlement (together, "Agreement" or "Settlement Agreement") to settle the above-captioned class action subject to the Court's approval (the "Settlement").

This matter is now before the Court on Plaintiff's Motion for Final Approval of Class Action Settlement, including approval of an Enhancement Award for the Class Representative and Class Counsel's application for attorneys' fees and costs. The Court has read, heard, and considered all the pleadings and documents submitted, and the presentations made in connection with the Motion which came on for hearing on October 23, 2026.

I. BACKGROUND

On August 9, 2024, Plaintiff filed a complaint in the Superior Court of the State of California for the County of Orange on behalf of himself and all similarly situated employees. Plaintiff subsequently amended the complaint. On October 7, 2025, Plaintiff filed the operative First Amended Class and Representative Action Complaint ("FAC"). The FAC asserted claims for: (1) failure to pay overtime wages, in violation of Labor Code §§ 510, 558, 1194, and 1197.1; (2) violation of Labor Code §§ 201-203; (3) violation of Labor Code § 226(a); (4) violation of Business and Professions Code § 17200, *et seq*.; and (5) violation of Labor Code § 2698, *et seq*. Specifically, Plaintiff alleged that Defendant failed to factor non-discretionary remuneration, such as incentives and commissions, into the calculation of the regular rate for the purpose of paying overtime and sick pay wages. Plaintiff also alleged that Defendant issued deficient wage statements to Plaintiff and the Settlement Class.

A. Class Members

The "Settlement Class" is defined to include "the Overtime Class and Sick Pay Class" (collectively, the "Settlement Class" or "Class Members"). The Overtime Class consists of all current and former non-exempt employees of Defendant in the State of California who earned non-discretionary remuneration (including incentives and commissions) and overtime during the same pay period from August 9, 2020, to November 1, 2025 (the "Overtime Class"). The Sick

Pay Class consists of all former non-exempt employees of Defendant in the State of California who earned non-discretionary remuneration (including incentives and commissions) and were paid sick leave during the same pay period from August 9, 2021, to November 1, 2025 (the "Sick Pay Class").

B. Operation of the Settlement

Pursuant to the Preliminary Approval Order dated May 13, 2026, this Court conditionally certified the Class and granted preliminary approval to the Settlement. The Preliminary Approval Order also approved of the proposed form of notice and notice plan. The Court entered the Preliminary Approval Order after review and consideration of all of the pleadings and supplemental briefings filed in connection herewith, and the oral presentations made by counsel at the hearing.

In compliance with the Preliminary Approval Order, the Class Notice was sent to all Class Members via first class mail. The notice process was timely completed. No requests for exclusion were received by the Settlement Administrator.

This Court finds that the Settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any individuals. The Court finds that the Settlement was entered into in good faith pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final approval of a class action settlement under California law. Under the provisions of California Code of Civil Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state court in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

> [Q]uestions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to the available methods for the fair and efficient adjudication of the controversy…Fed. R. Civ. Proc. 23.

Certification of a settlement class is the appropriate judicial device under these

circumstances.

Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement filed in this case.

2. The Court has jurisdiction over the subject matter of the litigation, the Class Representative, Participating Class Members, and Defendant.

3. The Court finds that the dissemination of the Notice of Class Action Settlement as disseminated to the Class Members, constituted the best notice practicable under the circumstances to all Persons within the definition of the Settlement Class, and fully met the requirements of California law and due process under the United States Constitution.

4. The Court approves the settlement of the above-captioned action, as set forth in the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

5. Except as otherwise provided in the Settlement Agreement, the Settling Parties are to bear their own costs and attorneys' fees.

6. The Court hereby certifies the following Settlement Class for settlement purposes only: the Overtime Class – all current and former non-exempt employees of Defendant in the State of California who earned non-discretionary remuneration (including incentives and commissions) and overtime during the same pay period from August 9, 2020, to November 1, 2025]; and Sick Pay Class – all former non-exempt employees of Defendant in the State of California who earned non-discretionary remuneration (including incentives and commissions) and were paid sick leave during the same pay period from August 9, 2021, to November 1, 2025.

7. With respect to the Settlement Class and for purposes of approving the settlement only and for no other purpose, this Court finds and concludes that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined

community of interest among Members of the Settlement Class with respect to the subject matter of the claims in the Litigation; (c) the claims of Class Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the members of the Settlement Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in his individual and representative capacity and for the Settlement Class.

8. The Court approves the revised Gross Settlement Amount of $166,156.25, pursuant to the terms of the Settlement Agreement and the Escalator Clause.

9. The Court approves the Individual Settlement Payments, which shall be distributed pursuant to the terms of the Settlement Agreement.

10. The Court finds that the request for an award of attorneys' fees in the amount of one-third of the revised Gross Settlement Amount, or $55,385.42, to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys' fees to Class Counsel are fair and reasonable and are approved. The Court directs Phoenix Settlement Administrators (the Administrator) to issue payment in the amount of $55,385.42 to Class Counsel for attorneys' fees, in accordance with the Agreement and Preliminary Approval Order.

11. The Court finds that reimbursement of litigation costs and expenses in the amount of $5,492.86 to Class Counsel is reasonable; and is approved. The Court directs the Settlement Administrator to issue payment in the amount of $5,492.86 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the Agreement and Preliminary Approval Order.

12. The Court finds that Plaintiff's Service Award in the amount of $5,000.00 for the work performed by Plaintiff on behalf of the Class is fair and reasonable; and is approved. The Court directs the Settlement Administrator to issue payment of the Service Award in the amount of $5,000.00 to Plaintiff Oscar Robles, in accordance with the Agreement and Preliminary Approval Order.

13. The Court finds that the PAGA payment in the amount of $20,000.00 for penalties under the California Private Attorneys General Act, is fair and reasonable; and is approved. The Court directs the Settlement Administrator to issue payment of the PAGA Payment as follows: the amount of $13,500.00 (65% of $20,000.00) to the California Labor and Workforce Development Agency, and the amount of $7,000.00 (35% of $20,000.00) to PAGA Settlement Members, in accordance with the Agreement and Preliminary Approval Order.

14. The Court finds that payment of Settlement Administration Expenses in the amount of $6,000.00 to the Settlement Administrator is fair, reasonable, and appropriate for the services performed and costs incurred; and is approved. The Court directs the Settlement Administrator to issue payment of Settlement Administration Expenses in the amount of $6,000.00 to itself, in accordance with the Agreement and Preliminary Approval Order.

15. The Court sets a Final Report Hearing for _____, at ____ a.m., to confirm that distribution efforts are fully completed, including the distribution of uncashed Class Member checks after the void date, that the Settlement Administrator's work is complete, and that the Court's file thus may be closed.

16. The Court directs Class Counsel to file the Settlement Administrator's Declaration of Compliance within two hundred forty (240) calendar days of this Final Approval Order and Judgment.

17. The Settlement Administrator shall post notice of this judgment on its website.

18. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Participating Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

IT IS SO ORDERED AND ADJUDGED.

DATED: _____

_____
HON. WILLIAM D. CLASTER
SUPERIOR COURT OF CALIFORNIA