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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 JOSHUA OLIVARES, individually, and on
13 behalf of all others similarly situated,

14 *Plaintiff,*

15 v.

16 NAB GALE INC. DBA WABA GRILL #216, a
17 California corporation; BAJWA GROUP OF
COMPANIES INC., a stock corporation; NAB
18 2SB INC., a stock corporation; JBNK
RESTAURANTS, INC., a stock corporation;
19 WABA GRILL FRANCHISE CORP., a stock
corporation; JERRY BAJWA, an individual; and
20 DOES 3 through 10, inclusive,

21 *Defendants.*

FILED
Superior Court of California
County of Los Angeles
05/11/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

Case No.: 22STCV37427

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to Judge William F. Highberger, Dept. 10]

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: May 11, 2026
Time: 2:30 p.m.
Dept: 10

Complaint filed: November 29, 2022
FAC filed: December 12, 2022
SAC filed: October 11, 2023
Trial date: Not Set

1 The Court has before it Plaintiff Joshua Olivares (“Plaintiff”) Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, along with the accompanying papers, the Class Action and PAGA
4 Settlement Agreement (which is referred to here as the “Settlement Agreement”), and good
5 cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff and Defendants Nab Gale,
10 Inc. dba Waba Grill #216, Bajwa Group of Companies, Inc, Nab 2SB Inc., JBNK Restaurants,
11 Inc., Waba Grill Franchise Corp. and Jerry Bajwa (collectively, “Defendants”) and together with
12 Plaintiff, the “Parties”), attached to the Declaration of Thiago M. Coelho in Support of Plaintiff’s
13 Motion for Preliminary Approval of Class Action Settlement as Exhibit 1.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$175,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
19 a \$5,000.00 payment to the State of California, Labor & Workforce Development Agency
20 (“LWDA”) for its share of the settlement of claims for penalties under the Private Attorneys
21 General Act (“PAGA”), with 75% of which (\$3,750.00) being paid to the LWDA and 25%
22 (\$1,250.00) being paid to eligible Aggrieved Employees; (c) Class Representative service
23 payment of \$10,000.00; (d) Class Counsel’s attorneys’ fees, not to exceed one-third of the Gross
24 Settlement Amount (\$58,327.50), and up to \$27,500.00 in costs for actual litigation expenses
25 incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$7,490.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair

1 and reasonable to the class members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed settlement,
11 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
12 of claims for penalties under the PAGA, and the class representatives' enhancement awards
13 should be finally approved as fair, reasonable and adequate as to the members of the class is
14 hereby set in accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Settlement Class"): "all individuals who provided labor or services for Defendant in
17 California during the Class Period for remuneration, as more fully defined in Labor Code section
18 2775, *et seq.*, including current and former employees."

19 6. The Court finds, for settlement purposes only, that the Settlement Class meets the
20 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
21 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
22 of law and fact that are common, or of general interest, to all Settlement Class Members, which
23 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
24 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
25 the interests of the Settlement Class Members; and (5) a class action is superior to other
26 available methods for the fair and efficient adjudication of the controversy.

27 7. The Court appoints as Class Representative, for settlement purposes only,
28 Plaintiff Joshua Olivares. The Court further preliminarily approves Plaintiff's ability to request

1 incentive awards of up to \$10,000.00.

2 8. The Court appoints, for settlement purposes only, Thiago M. Coelho, Rachel
3 Vinson, Alan Wilcox Lucy Nguyen and Conor Gomez of Wilshire Law Firm, PLC as Class
4 Counsel. The Court further preliminarily approves Class Counsel’s ability to request attorneys’
5 fees of up to one-third of the Total Settlement Amount (\$58,327.50), and costs not to exceed
6 \$27,500.00.

7 9. The Court appoints Apex Class Action Administration as the Settlement
8 Administrator with reasonable administration costs estimated not to exceed \$7,490.00.

9 10. The Court approves, as to form and content the Class Notice, attached to the
10 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
11 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
12 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
13 thereto.

14 11. The Parties are ordered to carry out the Settlement according to the terms of the
15 Settlement Agreement.

16 12. Any class member who does not timely and validly request exclusion from the
17 settlement may object to the Settlement Agreement.

18 13. The Court orders the following Implementation Schedule:

19 Defendant to provide Class List to the 20 Settlement Administrator	Within 7 business days after the Court grants Preliminary Approval of the Settlement
21 Settlement Administrator to mail the Class 22 Notice	Within 14 days after receipt of the Class List from the Defendant
23 Response Deadline	60 days after Class Notice is mailed (plus an 24 additional 14 days for re-mailed notices) out 25 by the Settlement Administrator
26 Deadline to file Motion for Final Approval, 27 Request for Attorneys’ Fees and Costs, and	16 court days before hearing on Motion for Final Approval;


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Service Award to Plaintiffs	
Final Approval Hearing	9/14/26 at 11 a.m./p.m., or first available date thereafter, in Department 10. The hearing may be continued to another date without further notice to the Class Members.

14. 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: 05/11/2026



Hon. William F. Highberger
Los Angeles County Superior Court