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on behalf of all others, similarly situated and aggrieved.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BIANCA BALL, and CLAUDIA EMMA
GONZALEZ JUAREZ, on behalf of
themselves and all others similarly situated and
aggrieved,

Plaintiffs,

v.

CDC RESTAURANT GROUP, INC., dba,
Chick-fil-A Restaurants, a California
corporation; JEREMIAH CILLPAM an
Individual; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV24374

[Assigned for all purposes to the Hon. Theresa
M. Traber, in Dept. 1]

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

FILED
Superior Court of California
County of Los Angeles

10/01/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

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5 Attorneys for Plaintiff, CLAUDIA EMMA GONZALEZ JUAREZ,
an individual, and on behalf of all others similarly situated.

1 This Court, having considered the Motion of Plaintiffs, Bianca Ball, and Emma Gonzalez,
2 (collectively "Plaintiffs") for Preliminary Approval of the Class and Representative Action
3 Settlement and Provisional Class Certification for Settlement Purposes Only ("Motion for
4 Preliminary Approval"), the Declarations of Megan R. Lazar, David D. Bibiyan, Shoham J. Solouki,
5 Bianca Ball, Claudia Emma Gonzalez Juarez, Sean Hartranft, Alexa R. Guzman, the Class and
6 PAGA Settlement Agreement (the "Settlement," "Settlement Agreement" or "Agreement"), the
7 proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class
8 Notice"), and other documents submitted in support of the Motion for Preliminary Approval, hereby

9 **ORDERS, ADJUDGES AND DECREES THAT:**

10 1. The definitions set out in the Settlement Agreement are incorporated by reference
11 into this Order; all terms defined therein shall have the same meaning in this Order.

12 2. The Court certifies the following settlement class ("Settlement Class," or "Class") for the
13 purpose of settlement only: all persons employed by defendant CDC Restaurant Group, Inc., and
14 Jeremiah Cillpam. (collectively "Defendants") in California and classified as a non-exempt, hourly-
15 paid employee who worked for Defendants during the period from June 29, 2021, through August
16 7, 2025. ("Class Period").

17 3. The Court preliminarily appoints the named Plaintiffs, Bianca Ball and Claudia Emma
18 Gonzalez Juarez, as the Class Representatives. The Court also preliminarily appoints David D.
19 Bibiyan, Calyn Hadlock, Vedang J. Patel, and Megan R. Lazar of Bibiyan Law Group, P.C., and
20 Shoham J. Solouki of Solouki Savoy LLP.

21 4. The Court preliminarily approves the proposed class settlement upon the terms and
22 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
23 settlement appears to be within the range of reasonableness of settlement that could ultimately be
24 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
25 amount is fair, adequate, and reasonable, as to all potential class members when balanced against
26 the probable outcome of further litigation relating to liability and damages issues. It further appears
27 that extensive and costly investigation and research have been conducted such that counsel for the
28 parties at this time are reasonably able to evaluate their respective positions. It further appears to the

1 Court that the settlement at this time will avoid substantial additional costs to all parties, as well as
2 the delay and risks that would be presented by the further prosecution of the Action. It further
3 appears that the settlement has been reached as the result of intensive, non-collusive and arms-length
4 negotiations utilizing an experienced third-party neutral.

5 5. The Court approves, as to form and content, the Class Notice submitted herewith.

6 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
7 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
8 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
9 with the requirements of law and appears to be the best notice practicable under the circumstances.
10 The form and method of giving notice complies fully with the requirements of Code of Civil
11 Procedure section 382, California Civil Code section 1787, California Rules of Court 3.766 and
12 3.769, and the California and United States Constitution

13 7. The Court hereby preliminarily approves the definition and disposition of the Gross
14 Settlement Amount of \$525,000.00, which is inclusive of: attorneys' fees of no more than 1/3 of the
15 Gross Settlement Amount of the Gross Settlement Amount, which, if not escalated pursuant to the
16 Settlement Agreement, amounts to \$175,000.00, in addition to actual costs incurred of up to
17 \$50,000.00; a service award of \$10,000.00 to each Plaintiff, for a total of \$20,000 for their ~~extensive~~ ^{service;}
18 ~~work~~; costs of settlement administration of no more than \$11,890.00; and Private Attorneys' General
19 Act of 2004 ("PAGA") penalties in the amount of \$52,500 of which \$39,375.00 (75%) will be paid
20 to the Labor and Workforce Development Agency ("LWDA") and \$13,125.00 (25%) to "Aggrieved
21 Employees," defined as a person employed by CDC in California and classified as a non-exempt,
22 hourly-paid employee who worked for CDC during the period from June 29, 2021, through the end
23 of the Class Period ("PAGA Period").

24 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
25 paid separately and apart by Defendants on the wages portion of the Gross Settlement Amount.

26 9. Class Member's "Workweek" shall mean any week during which a Class Member
27 worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates
28 (as applicable), and termination dates (as applicable).

1 10. CDC represents that there are no more than 17,500 Pay Periods worked during the
2 Class Period. In the event the number of Pay Periods worked by Class Members during the Class
3 Period increases by more than 10%, or 1,750 Pay Periods, then the Gross Settlement Amount shall
4 be increased proportionally by the Pay Periods in excess of 19,250 Pay Periods multiplied by the
5 Pay Period Value. The Pay Period Value shall be calculated by dividing the originally agreed-upon
6 Gross Settlement Amount (\$525,000) by 17,500, which amounts to a Pay Period Value of \$30.00.
7 Thus, for example, should there be 20,000 Pay Periods in the Class Period, then the Gross Settlement
8 Amount shall be increased by \$22,500 ((20,000 Pay Periods – 19,250 Pay Periods) x \$30.00 per Pay
9 Period.)

10 11. The Court deems Apex Class Action, LLC, settlement Administrators (“Apex” or
11 “Administrator”), the Settlement Administrator, and payment of administrative costs, not to exceed
12 \$11,890.00 out of the Gross Settlement Amount for services to be rendered by Apex on behalf of
13 the class.

14 12. Not later than 14 days after the Court grants Preliminary Approval of the Settlement,
15 Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a
16 Microsoft Excel spreadsheet. “Class Data” means Class Member identifying information in
17 Defendants’ custody, possession, or control, including the Class Member’s (1) name; (2) last known
18 address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5)
19 the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

20 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
21 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
22 and restrict access to the Class Data to Administrator employees who need access to the Class Data
23 to effect and perform under this Agreement.

24 14. Using best efforts to perform as soon as possible, and in no event later than 14 days
25 after receiving the Class Data, the Administrator will send to all Class Members identified in the
26 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish
27 translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the
28 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or

1 Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA
2 Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the
3 Administrator shall update Class Member addresses using the National Change of Address database.

4 15. Not later than 3 business days after the Administrator's receipt of any Class Notice
5 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
6 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
7 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
8 most current address obtained.

9 16. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
10 to Class Members and Aggrieved Employees, and shall be the last date on which Class Members
11 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
12 Settlement. Class Members to whom Notice Packets are resent after having been returned
13 undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline
14 has expired.

15 17. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
16 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
17 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
18 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
19 representative that reasonably communicates the Class Member's election to be excluded from the
20 Settlement and includes the Class Member's name, address and email address or telephone number.
21 To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

22 18. Every Class Member who does not submit a timely and valid Request for Exclusion
23 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
24 bound by all terms and conditions of the Settlement, including the Participating Class Members'
25 Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class
26 Member actually receives the Class Notice or objects to the Settlement.

27 19. Each Class Member shall have 45 days after the Administrator mails the Class Notice
28 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the

1 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
2 Class Notice. The Class Member may challenge the allocation by communicating with the
3 Administrator via mail.

4 20. Only Participating Class Members may object to the class action components of the
5 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
6 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
7 and/or Class Representative Service Payment. Non-Participating Class Members have no right to
8 object to any of the class action components of the Settlement. Participating Class Members may
9 send written objections to the Administrator, by mail.

10 21. Participating Class Members may send written objections to the Administrator, by
11 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to
12 appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class
13 Member who elects to send a written objection to the Administrator must do so not later than 45
14 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class
15 Members whose Class Notice was re-mailed).

16 22. CDC shall fully fund the Gross Settlement Amount, and also fund the amounts
17 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
18 Administrator by February 18, 2027 or 14 days after the Effective Date, whichever is later.

19 23. For any Class Member whose Individual Class Payment check or Individual PAGA
20 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
21 funds represented by such checks to the California State Controller's Office, Unclaimed Property
22 Division in the name of the Aggrieved Employee thereby leaving no unpaid residue pursuant to the
23 requirements of Code of Civil Procedure section 384.

24 24. All papers filed in support of final approval, including supporting documents for
25 attorneys' fees and costs, shall be filed per Code.

26 25. A Final Fairness and Approval Hearing shall be held with the Court on January 27,
27 2027 at 10:30 a.m in Department 1 of the above-entitled Court to determine: (a) whether the
28 proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court;

(b) the amount of attorneys' fees and costs to be awarded to Class Counsel; (c) the amount of service award to the Class Representative; (d) the amount to be paid to the Settlement Administrator; and (e) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

IT IS SO ORDERED.

Dated: _____ October 1 _____, 2026





Judge of the Superior Court
Theresa M. Traber / Judge