RECEIVED
7/8/2026 6:15:41 PM

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Megan Lazar (SBN 315007)
megan@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, CA 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorney for Plaintiff, CHRISTIAN DARRELL EGAN,
on behalf of himself and all others similarly situated and aggrieved

FILED
Clerk of the Superior Court
NOV 13 2026
By: J. Virissimo, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

CHRISTIAN DARRELL EGAN, an individual and on behalf of all others similarly situated, and aggrieved.

Plaintiff,

v.

LEUCADIA PIZZA POINT LOMA, INC., a California corporation; LEUCADIA PIZZA ENC, INC., a California corporation; LEUCADIA PIZZA SHADOWRIDGE, LLC, a California limited liability company; LEUCADIA PIZZA SCRIPPS RANCH, INC., a California corporation; LEUCADIA PIZZA TAMARACK, INC., a California corporation; LEUCADIA PIZZA UTC LLC, a California limited liability company; LEUCADIA PIZZA RSF, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2024-00008942-CU-OE-CTL

[Assigned for all purposes to the Honorable Loren G. Freestone in Dept. C-64]

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

This Court, having considered the Motion of Plaintiff, CHRISTIAN DARRELL EGAN, ("Plaintiff") for Preliminary Approval of the Class and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations of Megan R, Lazar, David D. Bibiyan, Christian Darrell Egan, Sean Hartranft, the Class and PAGA Settlement Agreement (the "Settlement," "Settlement Agreement" or "Agreement"), the proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class Notice"), and other documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

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

2. The Court certifies the following settlement class ("Settlement Class," "Settlement Class Members" or "Class Members") for the purpose of settlement only: all persons employed by defendants Leucadia Pizza Point Loma, Inc., Leucadia Pizza Enc, Inc., Leucadia Pizza Scripps Ranch, Inc., Leucadia Pizza Tamarack, Inc., and Leucadia Pizza UTC, LLC (collectively, "Defendants") in California and classified as non-exempt, hourly-paid employees who worked for Defendants during the period from February 27, 2020, through July 29, 2025 ("Class Period").

3. The Court preliminarily appoints the named Plaintiff, Christian Darrell Egan, as the Class Representative. The Court also preliminarily appoints David D. Bibiyan, Vedang J. Patel, and Megan R. Lazar of Bibiyan Law Group, P.C. as Class Counsel.

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

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

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

6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to the Class Members in accordance with the procedures set forth in the Settlement Agreement. The Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies with the requirements of law and appears to be the best notice practicable under the circumstances.

7. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount of $700,000.00, which is inclusive of: attorneys' fees of no more than 35% of the Gross Settlement Amount of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement Agreement, amounts to $245,000.00, in addition to actual costs incurred of up to $30,000.00; a service award of up to $7,500.00 to Plaintiff for his extensive work; costs of settlement administration of no more than $12,990.00; and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of $70,000.00, of which $52,500.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and $17,500.00 (25%) to "Aggrieved Employees," defined as all persons employed by Defendants in California and classified as non-exempt, hourly-paid employees who worked for Defendants during the period from February 26, 2023, through the end of the Class Period ("PAGA Period").

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

9. Class Member's "Workweek" shall mean any week during which a Class Member actually worked for Defendants, for at least one day during the Class Period.

10. The settlement was negotiated based on Defendants' representation that there are no more than 54,570 Workweeks worked during the Class Period. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10%, or 5,457 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the

Workweeks in excess of 60,027 Workweeks multiplied by the Workweek Value (i.e., if the Workweeks increase by 11%, Defendants will be required to increase the Gross Settlement Amount by 1%). The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount ($700,000.00) by 54,570, which amounts to a Workweek Value of $12.83. Thus, for example, should there be 60,627 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $7,698 ((60,627 Workweeks – 60,027 Workweeks) x $12.83 per Workweek.)

11. The Court deems Apex Class Action Administrators ("Settlement Administrator" or "Apex"), the Settlement Administrator, and approves payment of administrative costs, not to exceed $12,990.00, out of the Gross Settlement Amount for services to be rendered by Apex on behalf of the class.

12. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. "Class Data" means Class Member identifying information in Defendants' custody, possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last four digits of the last known Social Security Number (s); (5) the number of Workweeks worked; and (6) the number of PAGA Pay Periods worked. Concurrently with the delivery of the Class Data to the Settlement Administrator, Defendants will provide Class Counsel a declaration attesting to the Workweek and PAGA Pay Period total.

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

14. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to the Agreement as Exhibit A. The first page of the

Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

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

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

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

19. Each Class Member shall have 45 days after the Administrator mails the Class Notice

(plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail.

20. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Non-Participating Class Members have no right to object to any of the class action components of the Settlement. Participating Class Members may send written objections to the Administrator by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed). There shall be no right to opt out of the settlement as to PAGA claims.

21. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator by the later of: (1) November 29, 2026 or (b) 14 calendar days after the Effective Date.

22. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date (180 days), the Administrator 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).

23. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed ~~by~~ _____ per code.

24. A Final Fairness and Approval Hearing shall be held with the Court on March 12, 2027 at 10:30 a.m in Department C-64 of the above-entitled Court to

determine: (a) whether the 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.

25. Neither the Settlement Agreement nor any resulting judgment, exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendants that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendants as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any allegation asserted or defenses by Defendants. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action.

IT IS SO ORDERED.

Dated: 11/13/20

Judge of the Superior Court

LOREN G. FREESTONE