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1 HEATHER DAVIS, SBN 239372  
 heather@protectionlawgroup.com  
 2 AMIR NAYEBDADASH, SBN 232204  
 amir@protectionlawgroup.com  
 3 **PROTECTION LAW GROUP, LLP**  
 237 California Street  
 4 El Segundo, California 90245  
 Telephone: (424) 290-3095  
 5 Facsimile: (866) 264-7880  
 6 Attorneys for Plaintiff  
 SANDRA WALLACE

**FILED**  
 Superior Court of California  
 County of Los Angeles

**JAN 04 2022**

Sherri R. Carter, Executive Officer/Clerk of Court  
 By Julian Araujo Deputy

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 8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 9 **COUNTY OF LOS ANGELES**

10 SANDRA WALLACE, as an aggrieved  
 employee and private attorney general,  
 11  
 Plaintiff,

Case No.: 20STCV26260

*Assigned for all purposes to: Hon. Barbara A. Meiers, Dept. 12*

12 vs.

**[PROPOSED] ORDER APPROVING  
 SETTLEMENT PURSUANT TO  
 CALIFORNIA LABOR CODE PRIVATE  
 ATTORNEYS GENERAL ACT AND *Rendering*  
 ENTERING JUDGMENT**

13 ALVARADO RESTAURANT GROUP,  
 14 LLC, a Colorado limited liability company;  
 PALO ALTO, INC., a Colorado corporation;  
 15 PALO VERDE, INC., a Colorado  
 corporation; and DOES 1 through 50,  
 16 inclusive,

Hearing Date: January 4, 2022  
 Hearing Time: 9:30 a.m.  
 Department: 12

17 Defendants.

Complaint Filed: July 13, 2020  
 Trial Date None Set

**RESERVATION NO: 886536487557**

1 Plaintiff Sandra Wallace's ("Plaintiff") Motion for Order Approving Settlement Pursuant to  
2 California Labor code Private Attorneys General Act and Entering Judgment came for hearing in  
3 Department 12 of the above-entitled Court located at 111 N. Hill Street, Los Angeles, California  
4 90012. The Court, having considered all papers filed and proceedings held herein a, and good cause  
5 appearing therefore, hereby **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

6 1. The Court hereby approves the Joint Stipulation of PAGA Settlement and Release of  
7 Claims attached as Exhibit 2 to the Declaration of Heather Davis ("Settlement Agreement" or  
8 "Settlement") as a fair, reasonable, and adequate resolution of the PAGA claims alleged in the  
9 Action.

10 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set  
11 forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein  
12 shall have the same meaning as defined in the Settlement Agreement.

13 3. This Court has jurisdiction over the subject matter of this Action, and over all Parties  
14 to this Action, including Plaintiff Sandra Wallace ("Plaintiff"), the State of California, and all PAGA  
15 Members.

16 4. The Court designates Phoenix Settlement Administrators, Inc. ("Phoenix") as the  
17 third-party Settlement Administrator for mailing the PAGA Members cover letters, distribution of  
18 the Gross Settlement Amount, and other duties set forth in the Settlement.

19 5. Within fourteen (14) calendar days after entry of this Order and Judgment,  
20 Defendants Alvarado Restaurant Group, LLC, Palo Alto, Inc., and Palo Verde, Inc. ("Defendants")  
21 will provide Phoenix the Aggrieved Employee List as defined in the Settlement Agreement.

22 6. Provided the Judgment becomes Final, within fourteen (14) calendar days of the  
23 Effective Date, Defendants are hereby ordered to deposit the Gross Settlement Amount of Two  
24 Million Two Hundred and Fifty Thousand Dollars and Zero Cents (\$2,250,000.00) into the  
25 Qualified Settlement Fund established by Phoenix.

26 7. Within fourteen (14) calendar days of receipt of the Gross Settlement Amount from  
27 Defendants, Phoenix shall distribute the Gross Settlement Amount as provided in the Settlement  
28 and set forth below:

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- a. Seven Hundred and Eighty-Seven Thousand Five Hundred Dollars and Zero Cents (\$787,500.00) to Plaintiff's Counsel for attorneys' fees ("Plaintiff's Counsel Fees Payment"), which is thirty-five (35%) of the Gross Settlement Amount, and attorneys' costs ("Plaintiff's Counsel Litigation Costs Payment") in the amount of Seventeen Thousand Six Hundred and Fifteen Dollars and Thirty-Nine Cents (\$17,615.39), from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Plaintiff's Counsel related to the Action;
- b. Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Sandra Wallace ("Plaintiff's Representative Payment") from the Gross Settlement Amount, to compensate her for her services in prosecuting the Action and performing work in support of the Action;
- c. Nine Thousand Nine Hundred Fifty Dollars and Zero Cents (\$9,950.00) to the Settlement Administrator, Phoenix Settlement Administrators ("Settlement Administrator Payment") from the Gross Settlement Amount for administration expenses incurred by the Settlement Administrator; and
- d. The Net Settlement Amount remaining after the deduction of the Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Costs Payment, Plaintiff's Representative Payment, and Settlement Administrator Payment (\$1,427,434.61), shall be distributed to the California Labor and Workforce Development Agency ("LWDA" ) and PAGA Members. 75% of the Net Settlement Amount (\$1,070,575.96) shall be distributed to the LWDA ("LWDA Payment"). 25% of the Net Settlement Amount (\$356,858.65) shall be distributed to the PAGA Members on a *pro rata* basis based on the number of Pay Periods worked by each PAGA Member ("PAGA Payment"). Phoenix shall mail each PAGA Member their PAGA Payment Share check along with the Notice attached to the Settlement as Exhibit A.

8. All checks to the PAGA Members shall remain valid and negotiable for 180 days from the date of their issuance to the PAGA Members. If any checks are not cashed within 180 days of mailing, those funds shall be transmitted to the Controller of the State of California to be held

1 pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 1500, et seq. in the  
2 names of those PAGA Members who did not cash their checks until such time they claim their  
3 property.

4 9. Upon the funding of the Gross Settlement Amount, all PAGA Members, without the  
5 need to manually sign a release document, in exchange for the consideration recited in this  
6 Agreement, on behalf of himself or herself, shall and does hereby fully and finally release  
7 Defendants Alvarado Restaurant Group, LLC, Palo Alto, Inc., and Palo Verde, Inc. as named by  
8 Plaintiff in the operative complaint, and their past, present, and/or future direct and/or indirect  
9 officers, directors, members, managers, employees, agents, representatives, attorneys, insurers,  
10 partners, investors, shareholders, administrators, parent companies, subsidiaries, related companies,  
11 including, but not limited to Alvarado Holdings, LLC, affiliates, divisions, predecessors, successors,  
12 assigns, and joint venturers (collectively hereinafter the "Released Parties"), from any and all claims  
13 for the recovery of civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff  
14 and/or the Aggrieved Employees had, or may claim to have against the Released Parties arising out  
15 of the violation alleged in the Action, including unpaid straight and overtime wages (including any  
16 work off the clock), failure to provide reporting time pay, failure to pay employees all minimum  
17 wages and overtime wages owed including by failing to pay all overtime and double time at the  
18 correct regular rate of pay, failure to provide compliant meal and rest breaks, failure to pay them all  
19 premium wages owed for short, late, or missed meal and rest periods, failure to pay all wages owed  
20 at discharge or resignation; failure to timely pay wages within the times permissible under Labor  
21 Code section 204; failure to provide complete and accurate wage statements; failure to keep  
22 complete and accurate payroll records; failure to reimburse necessary business related expenses and  
23 internet service; violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),  
24 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802 ("Released Claims"). This release shall  
25 apply to claims arising during the PAGA period. PAGA Members cannot opt out of or object to the  
26 Released Claims. The Released Claims described above expressly exclude all claims made by  
27 PAGA Members for individual wage claims, vested benefits, wrongful termination, unemployment  
28 insurance, disability, social security, workers' compensation, claims while classified as exempt, and  
claims outside of the PAGA Period.

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1           10.     Upon the Effective Date, in exchange for the consideration set forth in the Settlement  
2 Agreement, Plaintiff Sandra Wallace, on behalf of herself only, shall release all claims related to  
3 her employment or alleged employment with the Defendants or the Released Parties including all  
4 claims alleged in the Action, and all claims known and unknown, without exception, except as may  
5 be prohibited by law. Plaintiff further waives the provisions of California Civil Code § 1542. This  
6 release by Plaintiff is not intended to release any claims that cannot be waived or released as a matter  
7 of law, including specifically, without limitation, any claim under the California workers'  
8 compensation statute.

9           11.     The Court finds that Plaintiff gave notice to the California Labor Workforce and  
10 Development Agency ("LWDA") and to Defendants of her intention to pursue claims for civil  
11 penalties under PAGA arising out of the facts and legal theories alleged in the Complaint, that the  
12 LWDA did not give notice that it intended to investigate these claims within 65 days of receiving  
13 Plaintiff's notice, and that Plaintiff is therefore authorized to pursue these claims on behalf of the  
14 LWDA. The Court further finds that Plaintiff gave notice of this proposed settlement of those claims  
15 under PAGA to the LWDA in accordance with Labor Code section 2699(1)(2), and that the LWDA  
16 has not expressed any objection to the proposed settlement. Accordingly, this Judgment also bars  
17 the LWDA, or any other agency of the State of California, or any person acting on its behalf, from  
18 collecting any penalties due to any of them, or any unpaid wages due to PAGA Members, to the  
19 extent those penalties or unpaid wages arise out of the Released Claims or the facts giving rise to  
20 those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-986 (2009).

21           12.     Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the  
22 California Labor and Workforce Development Agency within ten (10) calendar days of entry of the  
23 Judgment.

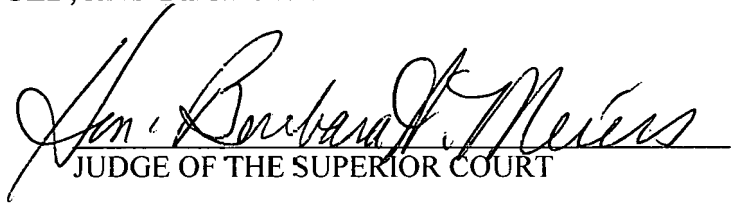
24           13.     Without affecting the finality of this Order and Judgment, the Court shall retain  
25 continuing jurisdiction over this action and the parties, and over all matters pertaining to the  
26 implementation and enforcement of the terms of the Settlement Agreement pursuant to Civil  
27 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies  
28 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement  
Agreement shall be presented to the Court for resolution.

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IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 1/3/22

  
JUDGE OF THE SUPERIOR COURT

Hon. Barbara A. Meiers

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