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10 Attorneys for Plaintiff
11 SANDRA WALLACE

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**

14 SANDRA WALLACE, as an aggrieved
15 employee and private attorney general,

16 Plaintiff,

17 vs.

18 ALVARADO RESTAURANT GROUP,
19 LLC, a Colorado limited liability company;
20 PALO ALTO, INC., a Colorado corporation;
21 PALO VERDE, INC., a Colorado
22 corporation; and DOES 1 through 50,
23 inclusive,

24 Defendants.

Case No.: 20STCV26260

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

NOTICE OF ENTRY OF ORDER

Complaint filed: July 12, 2020
Trial: None Set

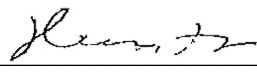
1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on January 4, 2022, at 9:30 a.m., in Department 12 in the
3 above-entitled Court, located at 111 N. Hill Street, Los Angeles, California 90012, a Motion for
4 Order Approving Settlement Pursuant Labor Code Private Attorneys General Act and Entering
5 Judgment hearing was held. Amir Nayebdadash of Protection Law Group, LLP., appeared on
6 behalf of Plaintiff Sandra Wallace. Anet Drapalski of Fisher Phillips, LLP appeared on behalf of
7 Alvarado Restaurant Group, LLC, Palo Alto, Inc., and Palo Verde, Inc. At the hearing the
8 Honorable Barbara A. Meiers, presided and ruled as follows:

- 9 1. The Motion re: For Order Approving Settlement Pursuant To California Labor Code
10 Private Attorneys General Act And Entering Judgment is granted;
11 2. Attached hereto as **Exhibit A** is a true and correct copy of the Order.
12 Plaintiff was ordered to give notice.

13
14 DATED: January 12, 2022

PROTECTION LAW GROUP, LLP

15 By: 
16 Heather Davis
17 Amir Nayebdadash
18 Attorneys for Plaintiff
19 SANDRA WALLACE
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EXHIBIT A

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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

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

SANDRA WALLACE, as an aggrieved
employee and private attorney general,

Plaintiff,

vs.

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

Defendants.

Case No.: 20STCV26260

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

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

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

Complaint Filed: July 13, 2020
Trial Date None Set

RESERVATION NO: 886536487557

[PROPOSED] ORDER APPROVING PAGA SETTLEMENT AND ENTERING JUDGMENT

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:

01/06/2022

- 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.

01/06/2022

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(l)(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).

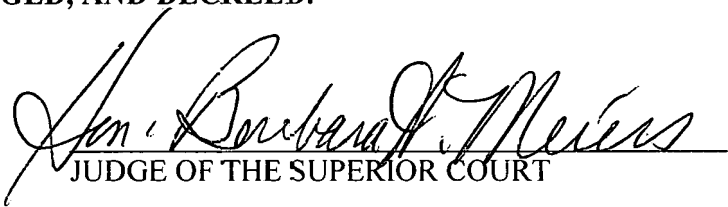
21 12. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the
22 California Labor and Workforce Development Agency within ten (10) calendar days of entry of the
23 Judgment.

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

01/06/2022