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Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee@capstonelawyers.com
Robert S. Myong (SBN 262097)
Robert.Myong@capstonelawyers.com
CAPSTONE LAW APC
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Allison Flores

FILED
Superior Court of California
County of Los Angeles
10/21/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. Bojorquez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALLISON FLORES, as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"), on behalf of the State of California and other aggrieved employees,

Plaintiff,

vs.

BERBERIAN ENTERPRISES, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 21STCV32145

Assigned to the Hon. Jerrold Abeles

RESERVATION NO. 390418138294

~~[PROPOSED]~~ ORDER APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT AND JUDGMENT

Date: October 21, 2026
Time: 8:30 a.m.
Place: Department 510

Complaint Filed: August 31, 2021
Trial Date: None Set

ORDER APPROVING THE PARTIES'

PAGA SETTLEMENT AGREEMENT AND JUDGMENT

1. The Court has received and considered the motion of Plaintiff Allison Flores as an aggrieved employee, and as a private attorney general under the Labor Code Private Attorneys General Act of 2004, §§ 2698, *et seq.* ("PAGA"), for approval of the Parties' PAGA Settlement Agreement ("Settlement"). **GOOD CAUSE** having been shown, the Court hereby approves the Settlement.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Settlement.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all Parties to the action, including all Aggrieved Employees.

4. The Court has considered all relevant factors for determining the fairness of the Settlement, and has concluded that all such factors weigh in favor of approving the Settlement. In particular, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Plaintiff; that the Settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable.

5. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of Plaintiff's PAGA claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of investigation and discovery completed; and the experience and views of counsel. The Parties have provided the Court with sufficient information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

6. Accordingly, the Court hereby finds that the Settlement is, in all respects, fair, reasonable, adequate and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement.

7. The Settlement is not an admission by Defendant, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and

Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

8. The Court approves the gross settlement amount of $2,285,000. After deducting the approved amounts for attorneys' fees and costs and settlement administration costs, the net settlement amount of $1,438,047.71 will be allocated as follows: Seventy-Five Percent (75%), or approximately $1,078,535.78, shall be paid to the California Labor and Workforce Development Agency, and the remaining Twenty-Five Percent (25%), or approximately $359,511.93, shall be paid to Aggrieved Employees.

9. The Court hereby awards $761,667 in attorneys' fees and $72,535.29 in costs to Plaintiff's Counsel, Capstone Law APC.

10. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator, and approves Settlement Administration Costs of $12,750.

11. Upon the Funding Date, Plaintiff and all Aggrieved Employees will be barred by the doctrine of res judicata from re-litigating the Settled Claims during the Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee under PAGA is binding not only on the named employee plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to the proceeding).

12. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive and continuing jurisdiction under California Code of Civil Procedure section 664.6 over the above-captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

13. This document shall constitute a judgment under California Code of Civil Procedure section 664.6.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date 10/21/2026

Hon. Jerold Abeles
Los Angeles County Superior Court Judge