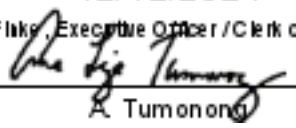


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FILED
Superior Court of California
County of Alameda
12/12/2024
Clad Filings, Executive Officer / Clerk of the Court
By:  Deputy
A. Tumonong

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

MARIO ALFARO, on behalf of himself and
all other similarly situated aggrieved
employees,

Plaintiffs

v.

AAA RESTAURANT FIRE CONTROL,
INC., a California corporation; and DOES 1-
50, inclusive,

Defendants.

Case No. 21CV002015

ASSIGNED FOR ALL PURPOSES TO:
HON. MICHAEL MARKMAN, DEPT. 23

~~PROPOSED~~ SETTLEMENT
APPROVAL ORDER AND JUDGMENT

Complaint Filed: November 5, 2021
FAC Filed: April 25, 2022

1 **SETTLEMENT APPROVAL ORDER AND JUDGMENT**

2 This matter came before this Court on the motion for approval of the Parties' Amended
3 Private Attorneys General Act Settlement Agreement ("Amended Settlement" or "Amended
4 Settlement Agreement") filed by Plaintiff Mario Alfaro ("Plaintiff"). Plaintiff filed his motion
5 pursuant to California's Private Attorneys General Act, California Labor Code § 2698 *et seq.*
6 ("PAGA"). The Court, having considered the Amended Settlement, the papers filed in support of
7 the motion, and the arguments of counsel, has determined that the Amended Settlement provides
8 genuine and meaningful relief under PAGA and is fair, adequate, and reasonable.

9 Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

10 1. The Court has jurisdiction over the subject matter of this Action and over all Parties
11 to the Action.

12 2. This Approval Order incorporates the Amended Settlement Agreement agreed to
13 between Plaintiff, on behalf of himself, the State of California, and Aggrieved Employees, on the
14 one hand, and Defendant AAA Restaurant Fire Control, Inc. ("Defendant"), on behalf of itself and
15 the Released Parties, on the other hand. Unless otherwise provided herein, all capitalized terms used
16 herein shall have the same meaning as defined in the Amended Settlement Agreement.

17 3. The Court hereby finds that Plaintiff notified the Labor and Workforce Development
18 Agency ("LWDA") of the Amended Settlement at the time Plaintiff filed his motion for approval of
19 the Amended Settlement and in accordance with the notice requirements of California Labor Code
20 section 2699(l). The Court has received no feedback from the LWDA regarding the Settlement.

21 4. The Court finds that the Amended Settlement has been reached as a result of serious
22 and non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the
23 procedural history of this case, the amounts paid in settlement, and the allocation of settlement
24 proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Amended
25 Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and
26 provides genuine and meaningful relief under the PAGA. The Court therefore approves the
27 Amended Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the
28 Amended Settlement according to the terms outlined in the Amended Settlement Agreement.

1 5. Defendant will not be required to pay any additional amounts to settle the Action
2 other than the Gross Settlement Amount specifically set forth in the Amended Settlement
3 Agreement.

4 6. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel in the total
5 amount of \$61,666.67, allocated as follows: \$30,833.33 to Bokhour Law Group, P.C.; and
6 \$30,833.33 to Venture Law, P.C. These attorneys' fees are to be paid from the Gross Settlement
7 Amount as final payment for and complete satisfaction of any and all attorneys' fees incurred by
8 Plaintiff, and to be incurred by Plaintiff, to prosecute the Action and Plaintiff's separate Arbitration,
9 and to administer the Amended Settlement.

10 7. The Court awards a PAGA Counsel Litigation Expenses Payment to PAGA Counsel
11 in the total amount of \$12,550.85 allocated as follows: \$12,550.85 to Bokhour Law Group, P.C.
12 These litigation costs are to be paid from the Gross Settlement Amount as final payment for and
13 complete satisfaction of any and all litigation costs incurred by Plaintiff, and to be incurred by
14 Plaintiff, to prosecute the Action and Plaintiff's separate Arbitration, and to administer the Amended
15 Settlement.

16 8. The Court awards Plaintiff a Service Award in the amount of \$7,500, to be paid from
17 the Gross Settlement Amount. Plaintiff submitted a declaration detailing the ways in which he
18 assisted PAGA Counsel in the litigation of the above-captioned Action, and the awards are
19 appropriate in light of Plaintiff's work in this Action and the stated purposes of the PAGA.

20 9. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator. The
21 Court concludes that an Administration Expenses Payment in the amount of \$5,000.00 is reasonable
22 and necessary to administer the Amended Settlement and shall be paid from the Gross Settlement
23 Amount.

24 10. The remaining PAGA Penalties of \$98,281.48 shall be allocated as follows: 75% of
25 the PAGA Penalties, or \$73,711.11, will be paid to the LWDA, and the remaining 25% of the PAGA
26 Penalties, or \$24,570.37, will be paid to all Aggrieved Employees pursuant to the calculation set
27 forth in the Settlement Agreement for calculating Individual PAGA Payments.

28 11. Upon the Effective Date, the terms of the Amended Settlement Agreement, this

1 Approval Order, and this Judgment, shall be binding on the Parties. Plaintiff, the State of California,
2 and Aggrieved Employees shall be bound by the releases set forth in the Amended Settlement
3 Agreement. Specifically:

- 4 a. Upon the Effective Date, Plaintiff will be deemed to have provided, on his own
5 behalf only, a Complete and General Release to the Released Parties.
- 6 b. Upon the Effective Date, Plaintiff – on behalf of himself, the LWDA, the State of
7 California, and all Aggrieved Employees, will be deemed to have released the
8 Released Parties from any and all claims, rights, demands, and liabilities for civil
9 penalties under PAGA based on Defendant’s alleged violations of Labor Code
10 sections 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 246, 510, 512, 516,
11 558, 1174, 1194, 1197.1, 1198, 1199, 2802, and the applicable Industrial Welfare
12 Commission Wage Orders, in California during the PAGA Period that were asserted
13 in the Action pursuant to the PAGA Notice filed by Plaintiff on November 9, 2021,
14 with the California Department of Industrial Relations in PAGA Case Number
15 LWDA-CM-851824-21.
- 16 c. The releases provided under the Amended Settlement shall have *res judicata* effect
17 on Plaintiff, the State of California, and the Aggrieved Employees, as well as their
18 heirs, executors, administrators, successors, and assigns in all pending and future
19 claims, lawsuits, or other proceedings maintained by or on behalf of any such
20 persons, to the extent those claims, lawsuits, or other proceedings fall within the
21 scope of claims released as set forth in the Amended Settlement Agreement.

22 12. Neither this Approval Order, this Judgment, nor the Amended Settlement Agreement
23 (nor any other document referred to herein, nor any action taken to carry out this Approval Order
24 and Judgment) are, may be construed as, or may be used as, an admission or concession by
25 Defendant or the Released Parties of the validity of any claim asserted by Plaintiff. The fact that
26 Defendant entered into, and took action to implement, the Amended Settlement shall not be
27 considered as, or be deemed evidence of, an admission or concession of wrongdoing, fault, or
28 liability as alleged in the Action. Moreover, the fact that Defendant entered into and/or took action

1 to implement the Amended Settlement shall not be offered or received in evidence in any action or
2 proceeding against Defendant in any court, administrative agency, or other tribunal for any purpose
3 whatsoever, except to enforce the provisions of this Approval Order, this Judgment, and the
4 Amended Settlement Agreement; provided, however, that this Approval Order, this Judgment, and
5 the Amended Settlement Agreement may be filed in any action against or by Defendant or the
6 Released Parties to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith
7 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion,
8 issue preclusion, or similar defense or counterclaim.

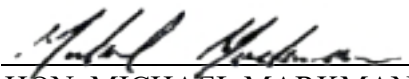
9 13. The Court reserves exclusive and continuing jurisdiction over the Action for the
10 purposes of supervising the implementation, enforcement, construction, administration, and
11 interpretation of the Amended Settlement Agreement and this Approval Order and Judgment
12 pursuant to California Code of Civil Procedure section 664.6.

13 14. Within ten (10) days after entry of this Approval Order and Judgment, Plaintiff shall
14 submit a copy of this Approval Order and Judgment to the LWDA pursuant to California Labor
15 Code section 2699(l)(3). Within seven (7) days following Plaintiff's submission of this Approval
16 Order and Judgment to the LWDA, PAGA Counsel shall file a declaration confirming that Plaintiff
17 has complied with California Labor Code section 2699(l)(3).

18 15. The Court hereby enters judgment of the entire Action for the reasons set forth above
19 and upon the terms set forth in the Amended Settlement Agreement.

20 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

21 DATED: 12/12/2024

22 
23 HON. MICHAEL MARKMAN
24 JUDGE OF THE SUPERIOR COURT
25 **Michael Markman / Judge**

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On November 26, 2024, I served the following document(s) described as: **[PROPOSED] SETTLEMENT APPROVAL ORDER AND JUDGMENT** on the interested parties in this action:

Alden J. Parker, Esq.
aparker@fisherphillips.com
William Okamoto, Esq.
wokamoto@fisherphillips.com
FISHER & PHILLIPS LLP
621 Capitol Mall, Suite 1400
Sacramento, California 95814

**Counsel for defendant AAA Restaurant Fire
Control, Inc.**

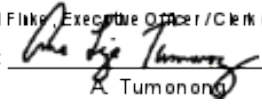
BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 26, 2024, in Los Angeles, California.

/s/ Cynthia Garcia

Cynthia Garcia

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 12/12/2024 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy A. Tumonong
PLAINTIFF/PETITIONER: Mario Alfaro		
DEFENDANT/RESPONDENT: AAA Restaurant Fire Control, Inc.		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 21CV002015

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [PROPOSED] SETTLEMENT APPROVAL ORDER AND JUDGMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Erin Jillian Price
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Sam Rezvani
Venture Law, P.C.
srezvani@venturelawpc.com

Dated: 12/12/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonong, Deputy Clerk