

FILED
Superior Court of California
County of San Francisco

MAY 17 2023

CLERK OF THE COURT
BY: *[Signature]*
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO – CIVIC CENTER COURTHOUSE

MARVIN GEOVANY FLORES NAVARRO,
on behalf of himself and all other aggrieved
employees,

PLAINTIFF,

vs.

QUACH & LAI LLC, a California limited
liability company d/b/a MANILA ORIENTAL
MARKET; and DOES 1 through 20, inclusive,

DEFENDANTS.

CASE NO.: CGC-22-598253

~~PROPOSED~~ ORDER APPROVING
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT ~~AND JUDGMENT~~
AND Judgment

Action Filed: February 18, 2022
Trial Date: Not set.

1 **[PROPOSED] ORDER**

2 The Court has reviewed and considered the Unopposed Motion for Approval of Private
3 Attorneys General Act Representative Action Settlement ("Motion") filed by Plaintiff Marvin Geovany
4 Flores Navarro ("Plaintiff"), on behalf of himself and all other aggrieved employees. Pursuant to Labor
5 Code section 2699, subdivision (1)(2), based on Plaintiff's Motion, all filings related to the Motion, all
6 other papers filed in this action, arguments of counsel, and good cause appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

8 The Court hereby GRANTS the Motion and approves the settlement of claims under the
9 California Private Attorneys General Act of 2004, California Labor Code § 2698 et seq. ("PAGA")
10 reached by Plaintiff and Defendant Quach & Lai LLC d/b/a Manila Oriental Market ("Defendant" and
11 together with Plaintiff, the "Parties"). The Court hereby enters final judgment in accordance with the
12 terms of the Parties' Agreement and Stipulation of Settlement of PAGA Action and Release of PAGA
13 Claims (the "Settlement Agreement") in the gross settlement amount of \$98,113.00. Of this amount,
14 and consistent with the Court's Order Re: Approval of Private Attorneys General Act Representative
15 Action Settlement dated April 28, 2023, the sum of \$32,704.33 is awarded as attorneys' fees paid to
16 Plaintiff's counsel; \$870.31 is awarded as actual litigation costs paid to Plaintiff's counsel; \$1,000 is
17 awarded to Plaintiff as a service award; and \$3,125.00 is awarded as administrative costs paid to the
18 settlement administrator, Phoenix Class Action Administration Solutions. The net remainder
19 (\$60,413.36) will be paid 75% to the LWDA and 25% to the PAGA aggrieved employees in accordance
20 with Labor Code § 2699, subdivision (i).

21 Defendant and the Released Parties shall have no further liability for costs, expenses, interests,
22 attorneys' fees, or for any other charge, expense, or liability and shall be released from all Claims as set
23 forth in the PAGA Settlement Agreement and in this Judgment.

24 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in
25 this action and is authorized to act as private attorney general with respect to the PAGA claims being
26 released under the terms of the PAGA Settlement Agreement. The California Labor Workforce
27 Development Agency was provided with notice of the settlement and the settlement approval papers via
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1 its online process, and no objection has been received to the settlement or the approval papers from the
2 Labor Workforce Development Agency.

3 This Judgment bars in a complete and final fashion all PAGA claims of non-exempt employees
4 who worked for Defendant Quach & Lai, LLC d/b/a Manila Oriental Market at any time from December
5 14, 2020 through the date this Order and Judgment is signed ("PAGA Period") against the Defendant
6 and the Released Parties (defined as Defendant and its past and present officers, directors, shareholders,
7 owners, employees, agents, principals, representatives, accountants, auditors, consultants, affiliates,
8 related companies, parents, subsidiaries, successors in interest, predecessors in interest, and attorneys)
9 from any and all Released PAGA Claims (defined as all PAGA claims which were asserted or could
10 reasonably have been asserted based on the facts alleged in Plaintiff's Complaint, First Amended
11 Complaint, and Plaintiff's original and Amended PAGA notices to the LWDA, which include claims
12 for PAGA penalties predicated upon the following: failure to furnish complete itemized wage statements
13 in violation of Labor Code sections 226, 1174, and 1175; failure to maintain accurate records in violation
14 of Labor Code sections 226, 558, 1174, and 1175; failure to provide compliant meal periods or
15 compensation in lieu thereof in violation of Labor Code sections 226.7, 512, and 558; failure to provide
16 compliant rest periods or compensation in lieu thereof in violation of Labor Code section 226.7, 516,
17 and 558; failure to timely pay wages during employment in violation of Labor Code section 204; failure
18 to pay all wages due upon separation of employment in violation of Labor Code sections 201, 202, and
19 203; claims for violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 516,
20 558, 1174, 1175 and claims for civil penalties and other relief pursuant to Labor Code section 2699, and
21 the sections preceding and following section 2699). Plaintiff Marvin Navarro is permanently enjoined
22 and forever barred from asserting the claims released under Section III(C) of the PAGA Settlement
23 Agreement.

24 The Court orders, adjudges, and decrees that Plaintiff, the Aggrieved Employees, the LWDA,
25 and any employee or other person acting as a private attorney general on the LWDA's behalf, have
26 released and forever discharged Defendant and the Released Parties from the Released PAGA Claims
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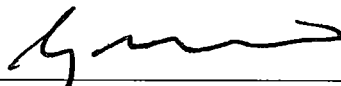
1 for the PAGA Period, and shall take nothing from Defendant and the Released Parties except as
2 expressly set forth in the PAGA Settlement Agreement.

3 Neither the Settlement Agreement nor any of the terms set forth therein are admissions by
4 Defendant or the Released Parties of liability on any of the allegations alleged in this case, nor is this
5 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant or the Released
6 Parties.

7 This Judgment incorporates by reference the terms in the Settlement Agreement and all terms
8 defined therein shall have the same meaning as set forth in the Settlement Agreement. This Judgment
9 intended to be a final disposition in its entirety of the above captioned action. Without affecting the
10 finality of this judgment in any way, the Court retains jurisdiction of all matters relating to the
11 interpretation, administration, implementation, effectuation, and enforcement of the Settlement pursuant
12 to Code of Civil Procedure Section 664.6.

13 All future hearing dates are hereby vacated.

14 DATED: May 9, 2023

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16 CURTIS E.A. KARNOW
17 SUPERIOR COURT JUDGE
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