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FILED
Superior Court of California
County of Alameda

10/08/2024

Clad File, Executive Officer / Clerk of the Court

By: *A. Tumorono* Deputy
A. Tumorono

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

LATEESHA JONES and TANYA MAYEN,
on behalf of themselves and all others similarly
situated aggrieved employees,

Plaintiffs,

v.

DRIVEN BRANDS SHARED SERVICES,
LLC, a Delaware Corporation; and DOES 1-
50, inclusive,

Defendants.

Case No. 22CV008219

*Assigned to the Hon. Michael Markman.
Dept. 23*

**~~PROPOSED~~ SETTLEMENT
APPROVAL ORDER AND JUDGMENT**

Complaint Filed: March 10, 2022
FAC Filed: May 26, 2022
SAC Filed: July 17, 2024

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

3. The Court hereby finds that Plaintiffs notified the Labor and Workforce Development Agency (“LWDA”) of the Settlement at the time Plaintiffs filed their motion for approval of the Settlement and in accordance with the notice requirements of California Labor Code section 2699(*l*). The Court has received no feedback from the LWDA regarding the Settlement.

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

3 6. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel in the total
4 amount of \$148,500, allocated as follows: \$74,250 to Bokhour Law Group, P.C.; and \$74,250 to
5 Falakassa Law, P.C. These attorneys' fees are to be paid from the Gross Settlement Amount as final
6 payment for and complete satisfaction of any and all attorneys' fees incurred by Plaintiffs, and to be
7 incurred by Plaintiffs, to prosecute the Action and Plaintiff Jones' separate Arbitration, and to
8 administer the Settlement.

9 7. Ten percent of the attorney's fee will be held by the Settlement Administrator until
10 completion of the distribution process and court approval of a final accounting.

11 8. The Court awards a PAGA Counsel Litigation Expenses Payment to PAGA Counsel
12 in the total amount of \$18,420.10 to Bokhour Law Group, P.C.. These litigation costs are to be paid
13 from the Gross Settlement Amount as final payment for and complete satisfaction of any and all
14 litigation costs incurred by Plaintiffs, and to be incurred by Plaintiffs, to prosecute the Action and
15 Plaintiff Jones' separate Arbitration, and to administer the Settlement.

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

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

24 11. The remaining PAGA Fund of \$308,079.90 shall be allocated as follows: 75% of the
25 PAGA Fund, or \$231,059.92, will be paid to the LWDA, and the remaining 25% of the PAGA Fund,
26 or \$77,019.98, will be paid to all PAGA Employees pursuant to the calculation set forth in the
27 Settlement Agreement for calculating Individual PAGA Payments.

28 12. Upon the Effective Date, the terms of the Settlement Agreement, this Approval

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

- 3 a. Upon the Effective Date, Plaintiffs will be deemed to have provided a Complete and
4 General Release to the Released Parties.
- 5 b. Upon the Effective Date, Plaintiffs, on behalf of themselves and the State of
6 California, will be deemed to have released the Released Parties from any and all
7 claims, rights, demands, and liabilities for civil penalties under PAGA based on
8 Defendant's alleged violations of Labor Code sections 201-203, 204, 210, 226,
9 226(a), 226(e), 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1194, 1197.1, 1198,
10 1199, and the applicable Industrial Welfare Commission Wage Orders, in California
11 during the PAGA Period that were asserted in the PAGA Notice or that are
12 reasonably related to the facts alleged in the PAGA Notice.
- 13 c. The releases provided under the Settlement shall have *res judicata* effect on
14 Plaintiffs, the State of California, and the PAGA Employees, as well as their heirs,
15 executors, administrators, successors, and assigns in all pending and future claims,
16 lawsuits, or other proceedings maintained by or on behalf of any such persons, to the
17 extent those claims, lawsuits, or other proceedings fall within the scope of claims
18 released as set forth in the Settlement Agreement.

19 13. Neither this Approval Order, this Judgment, nor the Settlement Agreement (nor any
20 other document referred to herein, nor any action taken to carry out this Approval Order and
21 Judgment) are, may be construed as, or may be used as, an admission or concession by Defendant
22 or the Released Parties of the validity of any claim asserted by Plaintiffs. The fact that Defendant
23 entered into, and took action to implement, the Settlement shall not be considered as, or be deemed
24 evidence of, an admission or concession of wrongdoing, fault, or liability as alleged in the Action.
25 Moreover, the fact that Defendant entered into and/or took action to implement the Settlement shall
26 not be offered or received in evidence in any action or proceeding against Defendant in any court,
27 administrative agency, or other tribunal for any purpose whatsoever, except to enforce the provisions
28 of this Approval Order, this Judgment, and the Settlement Agreement; provided, however, that this

1 Approval Order, this Judgment, and the Settlement Agreement may be filed in any action against or
2 by Defendant or the Released Parties to support a defense of *res judicata*, collateral estoppel, release,
3 waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory
4 of claim preclusion, issue preclusion, or similar defense or counterclaim.

5 14. The Court reserves exclusive and continuing jurisdiction over the Action for the
6 purposes of supervising the implementation, enforcement, construction, administration, and
7 interpretation of the Settlement Agreement and this Approval Order and Judgment pursuant to
8 California Code of Civil Procedure section 664.6.

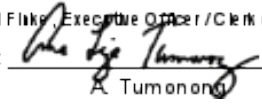
9 15. Within ten (10) days after entry of this Approval Order and Judgment, Plaintiffs shall
10 submit a copy of this Approval Order and Judgment to the LWDA pursuant to California Labor
11 Code section 2699(l)(3). Within seven (7) days following Plaintiff's submission of this Approval
12 Order and Judgment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

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

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

17 DATED: 10/08/2024
18 _____


HON. MICHAEL MARKMAN
JUDGE OF THE SUPERIOR COURT
Michael Markman / Judge

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 10/09/2024 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy A. Tumonong
PLAINTIFF/PETITIONER: Lateesha Jones et al		
DEFENDANT/RESPONDENT: Driven Brands Shared Services, LLC, a Delaware Corporation		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 22CV008219

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 [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.

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MEHRDAD BOKHOUR
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mehrddad@bokhourlaw.com

Dated: 10/09/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonong, Deputy Clerk