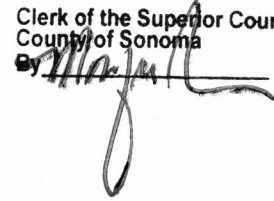


FILED

SEP 24 2025

Clerk of the Superior Court of California
County of Sonoma

By  Deputy Clerk

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Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SONOMA

MARWAN GREEN, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

LA TORTILLA FACTORY, INC., a
Delaware Corporation; and DOES 1-50,
inclusive.

Defendant.

CASE NO.: 24CV03994

Assigned to the Hon. Kenneth G. English

**~~[PROPOSED]~~ PAGA SETTLEMENT
APPROVAL ORDER AND JUDGMENT**

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1 6. The Court approves a PAGA Counsel Fees Payment of \$108,333.33, allocated as
2 follows: \$54,166.67 to Bokhour Law Group, P.C., and \$54,166.66 to Falakassa Law, P.C., to be
3 paid from the Gross Settlement Amount as full compensation for all attorneys' fees incurred or to
4 be incurred in connection with the Action, the arbitration, and the implementation of the Settlement.

5 7. The Court approves a PAGA Counsel Litigation Expenses Payment of \$17,391.42
6 to Bokhour Law Group, P.C., to be paid from the Gross Settlement Amount as full reimbursement
7 of actual, out-of-pocket litigation costs reasonably incurred in the prosecution and resolution of the
8 Action.

9 8. The Court approves a Service Award in the amount of \$5,000 to Plaintiff Marwan
10 Green for his time, effort, and service in representing the interests of the State of California and
11 Aggrieved Employees. This amount shall be paid from the Gross Settlement Amount.

12 9. The Court appoints ILYM Group, Inc. as the Settlement Administrator and approves
13 an Administration Expenses Payment of \$5,000.00, to be paid from the Gross Settlement Amount,
14 as reasonable and necessary to administer the Settlement.

15 10. The remaining PAGA Penalties, totaling \$189,275.25, shall be allocated as follows:
16 75% (\$141,956.44) to the LWDA; and 25% (\$47,318.81) to the Aggrieved Employees, to be
17 distributed pro rata based on the number of PAGA Pay Periods worked during the PAGA Period, as
18 set forth in the Settlement Agreement.

19 11. Upon Defendant's full funding of the Gross Settlement Amount, the releases set forth
20 in the Settlement Agreement shall become effective and binding on the Parties. The Court confirms
21 the following:

22 Pursuant to Section 5.1 of the Settlement Agreement, the LWDA, the State of California,
23 and all Aggrieved Employees shall be deemed to release, on behalf of themselves and their
24 respective former and present representatives, agents, attorneys, heirs, administrators,
25 successors, and assigns, the Released Parties from all claims for PAGA Penalties that were
26 alleged or reasonably could have been alleged, based on the facts stated in the Operative
27 Complaint and the PAGA Notices.

28 Pursuant to Sections 5 and 6 of the Settlement Agreement and Release of Individual Claims

1 between Plaintiff and Defendant, Plaintiff Marwan Green shall be deemed to have provided
2 a Complete and General Release to the Released Parties in exchange for the Service Award.
3 This release is personal to Plaintiff and includes all claims, known or unknown, as defined
4 in Civil Code § 1542, arising out of his employment with Defendant, including claims not
5 limited to PAGA or the representative claims asserted in this Action.

6 These releases shall have *res judicata* effect and shall bind Plaintiff, the State of California,
7 and the Aggrieved Employees, as well as their heirs, executors, administrators, successors,
8 and assigns, with respect to any and all claims falling within the scope of the applicable
9 releases in the Settlement Agreement.

10 12.

11 a. Upon the Effective Date, Plaintiff will be deemed to have provided a Complete and
12 General Release to the Released Parties.

13 b. Upon the Effective Date, Plaintiff, on behalf of himself, the State of California, and
14 all Aggrieved Employees, will be deemed to release, on behalf of themselves and
15 their respective former and present representatives, agents, attorneys, heirs,
16 administrators, successors, and assigns, the Released Parties from all claims for
17 PAGA Penalties that were alleged or reasonably could have been alleged, based on
18 the facts stated in the Operative Complaint and the PAGA Notices.

19 c. The releases provided under the Settlement shall have *res judicata* effect on Plaintiff,
20 the State of California, and the Aggrieved Employees, as well as their heirs,
21 executors, administrators, successors, and assigns in all pending and future claims,
22 lawsuits, or other proceedings maintained by or on behalf of any such persons, to the
23 extent those claims, lawsuits, or other proceedings fall within the scope of claims
24 released as set forth in the Settlement Agreement.

25 13. Neither this Order, the Judgment, nor the Settlement Agreement shall be construed
26 as an admission or concession of liability or wrongdoing by Defendant or the Released Parties. The
27 Settlement is entered into solely for the purpose of compromise and resolution. This Order and
28 Judgment shall not be used or admissible in any other proceeding, except as necessary to enforce its

1 terms or to support defenses such as res judicata or release.

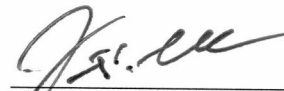
2 14. The Court reserves continuing jurisdiction over the implementation, enforcement,
3 interpretation, and administration of the Settlement Agreement, this Order, and the Judgment
4 pursuant to Code of Civil Procedure § 664.6.

5 15. Within ten (10) days of entry of this Order and Judgment, Plaintiff shall submit a
6 copy to the LWDA, as required by Labor Code § 2699(1)(3). Within seven (7) days thereafter, PAGA
7 Counsel shall file a declaration confirming compliance with that requirement.

8 16. The Court hereby enters final judgment in this Action pursuant to the terms of the
9 Settlement Agreement and this Order.

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

11 DATED: **SEP 24 2025**
12 _____



13 **HON. KENNETH G. ENGLISH**
14 **JUDGE OF THE SUPERIOR COURT**