

1 **CHRISTINA HUMPHREY LAW, P.C.**

2 Christina A. Humphrey, Esq. (SBN 226326)

3 591 Telegraph Canyon Rd, #376

4 Chula Vista, CA 91910

5 Telephone: 805-618-2924

6 Facsimile: 805-618-2939

7 Email: christina@chumphreylaw.com

8 **LAW OFFICES OF DAVID S. SECREST, APC**

9 David S. Secrest (SBN 142299)

10 629 State Street, Suite 215

11 Santa Barbara, CA 93101

12 Telephone: 805-770-2660

13 Facsimile: 805-845-5457

14 Email: dave.secrest@me.com

15 Attorneys for Plaintiffs Bret Lester, Robert Alvarez, and the Putative Class

16 [Additional Counsel on Next Page]

17 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

18 **COUNTY OF VENTURA**

19 BRET LESTER, ROBERT ALVAREZ,
20 SYLVIA BLANCO, FRANCISCO
21 ARECHIGA, and ANGELA KYLER, on
22 behalf of themselves and all others
23 similarly situated,

24 Plaintiffs,

25 vs.

26 HARBOR FREIGHT TOOLS USA,
27 INC., a California Corporation and
28 DOES 1 through 10, inclusive,

Defendant.

RECEIVED
VENTURA SUPERIOR COURT

APR 27 2022

VENTURA
SUPERIOR COURT
FILED

MAY 04 2022

BRENDA L. McCORMICK
Executive Officer and Clerk

By: _____, Deputy

YVETTE MADRIGAL

CASE NO. 56-2016-00484055-CU-OE-VTA

[Assigned for All Purposes to:
The Hon. Mathew P. Guasco, Dept. 20]

**AMENDED ~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION AND
MOTION FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

21 Fk

Date: April 6, 2022

Time: 8:20am

Dept: 20

1 Larry W. Lee (State Bar No. 228175)
2 Nicholas Rosenthal (State Bar No. 268297)
3 **DIVERSITY LAW GROUP, P.C.**
4 515 S. Figueroa Street, Suite 1250
5 Los Angeles, CA 90071
6 (213) 488-6555
7 (213) 488-6554 facsimile

8 William L. Marder, Esq. (CBN 170131)
9 **POLARIS LAW GROUP LLP**
10 501 San Benito Street, Suite 200
11 Hollister, CA 95023
12 Tel: (831) 531-4214
13 Fax: (831) 634-0333

14 Dennis S. Hyun (State Bar No. 224240)
15 **HYUN LEGAL, APC**
16 515 S. Figueroa Street, Suite 1250
17 Los Angeles, CA 90071
18 (213) 488-6555
19 (213) 488-6554 facsimile

20 Attorneys for Plaintiff Sylvia Blanco and the Putative Class

21 Paul K. Haines (SBN 248226)
22 phaines@haineslawgroup.com
23 Sean M. Blakely (SBN 264384)
24 sblakely@haineslawgroup.com
25 **HAINES LAW GROUP, APC**
26 222 N. Sepulveda Blvd., Suite 1550
27 El Segundo, California 90245
28 Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff Francisco Arechiga and the Putative Class

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff Angela Kyler and the Putative Class

1 On December 3, 2021, the Court issued an order granting preliminary approval of the
2 proposed class action settlement between Plaintiffs Bret Lester, Robert Alvarez, Sylvia
3 Blanco, Francisco Arechiga, and Angela Kyler (together "Plaintiffs"), on behalf of themselves
4 and others similarly situated, and Defendants HARBOR FREIGHT TOOLS USA, INC.
5 ("Defendants") (collectively, Plaintiffs and Defendants are referred to as the "Parties"). Due
6 and adequate notice having been given to the Class Members, as defined below, and the Court
7 having considered Plaintiffs' Motion for Final Approval of Class Action Settlement
8 ("Motion"), the supporting declarations and exhibits thereto, all papers filed in support of and
9 in opposition to the Motion, and the complete files and records in these proceedings, and for
10 good cause appearing, IT IS HEREBY ORDERED AS FOLLOWS:

11 1. The Court adopts all defined terms as set forth in the Stipulation of Settlement
12 ("Settlement").

13 2. The Court has jurisdiction over all claims asserted by Plaintiffs, the Settlement,
14 Class Members, PAGA Employees, and Defendants.

15 3. Solely for purposes of effectuating the Settlement, this Court has certified a Class
16 defined as "all persons employed by Defendant as all current and former non-exempt
17 employees employed by Defendant in the State of California in the position of non-exempt
18 Assistant Store Managers who worked at least one workweek for Harbor Freight at any time
19 from November 14, 2012 to April 23, 2015 (the "Class Period"), whose employment ended
20 before April 24, 2015, and who did not sign a release agreement with Defendants."

21 4. PAGA Employees are defined as all current and former non-exempt employees
22 employed by Defendant in the State of California in the position of non-exempt retail store
23 employees who worked at least one pay period for Harbor Freight at any time from July 28,
24 2014 to June 30, 2015, and January 9, 2019, to February 28, 2021 (the "PAGA Period").

25 5. The Court finds that the Settlement was made and entered into in good faith and
26 hereby approves the Settlement as fair, adequate, and reasonable to all Class Members, and
27 PAGA Employees.
28

1 6. By operation of this Order, Plaintiff and every participating member of the
2 Settlement Class will unconditionally and irrevocably forever release and discharge Harbor
3 Freight, and its current and former members, managers, owners, shareholders, officers,
4 directors, employees, consultants, accountants, joint venturers, attorneys, representatives,
5 agents, benefit plans, parent companies, subsidiaries, affiliates, related entities, successors,
6 and assigns ("Released Parties") from all claims, rights, demands, liabilities and causes of
7 action that arose during the Class Period for wages, damages, penalties, attorneys' fees, costs,
8 and interest based on the factual allegations pled in the Lester Action ("Released Class
9 Claims").

10 7. Once the Defendant fully funds the settlement, Plaintiffs, all PAGA Employees,
11 and the State of California will unconditionally and irrevocably forever release and discharge
12 Harbor Freight and the Released Parties from civil penalties under PAGA for the PAGA
13 Period, based on the factual allegations pled in the operative complaints and PAGA letters to
14 the LWDA in the Actions, including any claims for attorneys' fees, costs, or interest resulting
15 therefrom ("Released PAGA Claims").

16 8. The notice provided to Class Members conforms with the requirements of California
17 Code of Civil Procedure section 382, California Civil Code section 1781, rules 3.766 and
18 3.769 of the California Rules of Court, the California and United States Constitutions, and
19 any other applicable law, and constitutes the best notice practicable under the circumstances,
20 by providing individual notice to all Class Members who could be identified through
21 reasonable effort, and by providing due and adequate notice of the proceedings and of the
22 matters set forth therein to the other Class Members. The notice fully satisfied the
23 requirements of due process.

24 9. In light of Plaintiffs' Class Representative Incentive Awards, by operation of this
25 Order, Plaintiffs' release, in addition to the Class Released Claims and PAGA Released
26 Claims described above, all claims, whether known or unknown, under federal or state law,
27 against all Released Parties through the date of the Stipulation of Settlement signed by
28

1 Plaintiffs ("Plaintiffs' Released Claims"). Plaintiffs understand that this release includes
2 unknown claims and that they are, as a result, waiving all rights and benefits afforded by
3 Section 1542 of the California Civil Code, which provides:

4 **A general release does not extend to claims that the creditor or releasing party**
5 **does not know or suspect to exist in his or her favor at the time of executing the**
6 **release and that, if known by him or her, would have materially affected his or**
7 **her settlement with the debtor or released party.**

8 Specifically excluded from Plaintiffs' Released Claims are any claims that cannot be
9 released as a matter of law, such as claims for workers' compensation benefits or
10 unemployment benefits.

11 9. No Class Member has opted out or objected to the Settlement.

12 10. The Parties shall bear their own respective attorneys' fees and costs, except as
13 otherwise provided for in the Settlement and approved by the Court. The Court finds that
14 maximum settlement amount and the methodology used to calculate and pay each
15 participating class member's individual settlement payment are fair and reasonable, and
16 authorizes the Settlement Administrator to pay the Individual Settlement Payments to the
17 participating Class Members, and PAGA Employees, in accordance with the terms of the
18 Settlement.

19 11. Upon entry of this order, compensation to the participating Class Members, and
20 PAGA Employees, shall be effected pursuant to the terms of the Settlement.

21 12. A total of \$1,775,900.75 from the maximum settlement amount shall be allocated
22 to penalties under the Labor Code Private Attorneys General Act of 2004, California Labor
23 Code sections 2698, et seq., of which \$1,331,925.56 shall be paid by the Settlement
24 Administrator directly to the California Labor and Workforce Development Agency. The
25 remaining \$443,975.19 shall be part of the net settlement amount and shall be distributed to
26 participating Class Members as part of their Individual Settlement Payments.

27 13. The Court hereby approves a class representative service awards in the amount of
28

1 \$10,000.00 to each Plaintiff, for a total of \$50,000.00, for their services as class
2 representatives.

3 14. From the maximum settlement amount, Class Counsel is awarded \$1,225,000.00
4 for their reasonable attorneys' fees and \$114,205.00 for their reasonable costs incurred in this
5 action.

6 15. The Court approves payment of Settlement administration costs in the amount of
7 \$21,500.00 to ILYM Group. Such costs shall be paid from the maximum settlement amount.

8 16. All participating Class Members, and PAGA Employees, including Plaintiffs, are
9 hereby forever barred, and enjoined from prosecuting any of the Released Claims against the
10 Released Parties as provided for in the Settlement.

11 17. This Court shall retain jurisdiction with respect to all matters related to the
12 administration and consummation of the Settlement, and all claims, asserted in, arising out
13 of, or related to the subject matter of the lawsuit, including but not limited to all matters
14 related to the Settlement and the determination of all controversies relating thereto.

15 18. A non-appearance Case Review Re: Final Report and Distribution of Settlement
16 Funds is set for April 13, 2023, at 8:30 a.m., with the compliance report filed at least 5 court
17 days before the non-appearance Case Review.

18 19. Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement is
19 hereby GRANTED and the Court directs that a separate judgment shall be entered in
20 accordance with the terms of this Order.

21
22 **IT IS SO ORDERED.**

23 DATED: MAY 02 2022

MATTHEW P. GUASCO

Hon. Matthew P. Guasco
Judge of the Superior Court