

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Romina Tamiry (SBN 328420)
rtamiry@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
PATRICIA HERNANDEZ

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
PATRICIA HERNANDEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

PATRICIA HERNANDEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

FRED M. BOERNER MOTOR CO., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 19STCV28136

*[Assigned for All Purposes to the Hon. William
F. Highberger, SSC-10]*

[PROPOSED] FINAL JUDGMENT

Date: December 10, 2020
Time: 1:30 p.m.
Dept.: SSC-10

Complaint Filed: August 12, 2019
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on December 10, 2020,
2 pursuant to California Rule of Court 3.769 and this Court's August 11, 2020 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Stipulation of Settlement, ("Settlement")¹ and the documents and
5 evidence presented in support thereof, and the submissions of counsel, the Court hereby
6 ORDERS and enters JUDGMENT as follows:

7 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt, hourly, employees of Defendant Fred
11 M. Boerner Motor Co. who worked in California at any time from August
12 12, 2015 through August 11, 2020.

13 2. Plaintiff Patricia Hernandez is hereby confirmed as Class Representative, and
14 Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines
15 of Haines Law Group, APC are hereby confirmed as Class Counsel.

16 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
17 form and manner of notice were approved by the Court on August 11, 2020, and the notice
18 process has been completed in conformity with the Court's Order. The Court finds that said
19 notice was the best notice practicable under the circumstances. The Class Notice provided due
20 and adequate notice of the proceedings and matters set forth therein, informed Settlement Class
21 members of their rights, and fully satisfied the requirements of California Code of Civil
22 Procedure § 1781(e), California Rule of Court 3.769, and due process.

23 4. The Court finds that no Settlement Class member objected to the Settlement, no
24 class member has opted out of the Settlement, and that the 100% participation rate in the
25 Settlement supports final approval.

26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 5. The Court hereby approves the settlement as set forth in the Settlement
2 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
3 Agreement according to its terms.

4 6. For purposes of settlement only, the Court finds that (a) the members of the
5 Settlement Class are ascertainable and so numerous that joinder of all members individually is
6 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
7 is a well-defined community of interest among members of the Settlement Class with respect to
8 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
9 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
10 adequately protected the interests of the Settlement Class members; (e) a class action is superior
11 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
12 are qualified to serve as counsel for the Class Representative and the Settlement Class.

13 7. The Court orders that that Defendant deposit the Gross Settlement Amount of
14 Two Hundred Sixty-Two Thousand Dollars and Zero Cents (\$262,000.00) with Phoenix
15 Settlement Administrators (“Phoenix”), the Settlement Administrator, as provided for in the
16 Settlement.

17 8. The Court finds that the settlement payments, as provided for in the Settlement,
18 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
19 individual payments in conformity with the terms of the Settlement.

20 9. The Court finds that a service award in the amount of \$6,500.00 for Plaintiff
21 Patricia Hernandez is appropriate for her risks undertaken and service to the Settlement Class.
22 The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
23 Administrator make this payment in conformity with the terms of the Settlement.

24 10. The Court finds that attorneys’ fees in the amount of \$87,333.33 and litigation
25 costs of \$19,471.94 for Class Counsel, are fair, reasonable, and adequate, and orders that the
26 Settlement Administrator distribute these payments to Class Counsel in conformity with the
27 terms of the Settlement.

1 11. The Court orders that the Settlement Administrator shall be paid \$6,250.00 from
2 the Gross Settlement Amount for all of its work done and to be done until the completion of this
3 matter, and finds that sum appropriate.

4 12. The Court finds that the payment to the California Labor & Workforce
5 Development Agency (“LWDA”) in the amount of \$7,500.00 for its share of the settlement of
6 Plaintiff’s representative action under the California Labor Code Private Attorneys General Act
7 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
8 this payment to the LWDA in conformity with the terms of the Settlement.

9 13. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for
10 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant.
11 separately from, and in addition to, the Gross Settlement Amount.

12 14. The Court finds and determines that upon satisfaction of all obligations under the
13 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will
14 have released the Released Claims as set forth in the Settlement, and will be permanently barred
15 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

16 15. Upon satisfaction of all obligations under the Settlement and the Final Approval
17 Order, by virtue of this Judgment, Plaintiff and each Settlement Class member, fully and forever
18 completely release and discharge Defendant, and all of its past and present officers, directors,
19 shareholders, managers, employees, agents, principals, heirs, representatives, accountants,
20 auditors, consultants, and its respective successors and predecessors in interest, subsidiaries,
21 affiliates, parents and attorneys, (collectively the “Released Parties”), from all claims, demands,
22 rights, liabilities and causes of action that were pled in any of the Complaints in the Action, or
23 which could have been pled in any of the Complaints in the Action based on the factual
24 allegations therein, that arose during the Class Period with respect to the following claims: (a)
25 failure to provide meal periods, or premium pay for non-compliant meal periods; (b) failure to
26 authorize and permit rest periods, or premium pay for non-compliant rest periods; (c) failure to
27 provide accurate, itemized wage statements; (d) failure to timely pay wages upon separation of
28

employment; (e) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (f) a claim under California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, “Released Claims”).

16. Pursuant to the Settlement, and in consideration for her service award, Plaintiff and Settlement Class member, Patricia Hernandez, in addition to the Released Claims described above, releases all claims, whether known or unknown, under federal, state or local law against the Released Parties for the time period August 16, 2015 through June 30, 2020. The Parties understand and agree that Plaintiff Patricia Hernandez is not, by way of this release, releasing any workers’ compensation claims nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff Patricia Hernandez understands that this release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

17. The period of the Release shall extend to the limits of the Class Period.

18. The releases identified herein shall be null and void should the Settlement not be fully funded.

19. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides, “If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment.”

1 20. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
2 Order, and this Judgment.

3 **JUDGMENT IS SO ENTERED.**

4
5 Dated: _____, 2020

6 Honorable William F. Highberger
7 Judge of the Superior Court
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28