

FILED
Superior Court of California
County of Los Angeles
04/12/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: T. Lewis Deputy

(Counsel listed on the next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MICHAEL IBARRA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TOYOTA LOGISTICS SERVICES, INC., a
California corporation; and DOES 1 through
100,

Defendants.

Case No. 20STCV29023

**AMENDED [~~PROPOSED~~] ORDER
GRANTING JOINT MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Judge: Hon. David S. Cunningham
Dept.: SSC-11

Complaint filed: July 30, 2020
Trial date: None set

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Tuvia Korobkin (SBN 268066)
tkorobkin@haineslawgroup.com
Alexandra R. McIntosh (SBN 320904)
amcintosh@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
Michael Ibarra

PAUL HASTINGS LLP

Zachary P. Hutton (SBN 234737)
zachhutton@paulhastings.com
Anna M. Skaggs (SBN 319179)
annaskaggs@paulhastings.com
101 California Street, 48th Floor
San Francisco, California 94111
Tel: (415) 856-7000
Fax: (415) 856-7100

Attorneys for Defendant
Toyota Logistics Services, Inc.

1 On April 4, 2022, a hearing was held on the joint motion of plaintiff Michael Ibarra
2 (“Plaintiff”) and defendant Toyota Logistics Services, Inc. (“TLS”), for final approval of their
3 class settlement (the “Settlement”) and payments to the Labor and Workforce Development
4 Agency and the Settlement Administrator.

5 The parties have submitted their Settlement, which this Court preliminarily approved by
6 its October 15, 2021, order (“Preliminary Approval Order”). In accordance with the Preliminary
7 Approval Order, Class Members have been given notice of the terms of the Settlement and the
8 opportunity to comment on or object to it or to exclude themselves from its provisions.

9 Having received and considered the Settlement, the supporting papers filed by the parties,
10 and the evidence and argument received by the Court at the hearing before it entered the
11 Preliminary Approval Order and the final approval hearing on April 4, 2022, the Court grants
12 final approval of the Settlement, and HEREBY ORDERS and MAKES DETERMINATIONS as
13 follows:

14 1. The following persons are hereby certified as Class Members for the purpose of
15 entering a settlement in this matter:

16 All current and former employees who worked for TLS in a non-exempt
17 production position at the Long Beach facility at any time from April 6, 2016
18 through October 15, 2021. Non-exempt production positions mean the following
19 non-exempt positions: PDS Worker, Expediter (BG), FQA (BG), Janitor (BG),
20 Kaizen Associate (BG), Parts Associate (BG), Production Associate (BG), Quality
Assurance Associate (BG), Rail Car Associate (BG), Shuttle Associate (BG),
Surveyor (BG), Team Lead (BG).

21 The Class does not include Gerardo Mata, who properly and timely submitted a request
22 for exclusion from the Class.

23 2. The Court appoints plaintiff Michael Ibarra, as representative of the Class, and
24 appoints Paul K. Haines, Tuvia Korobkin and Alexandra R. McIntosh of Haines Law Group, APC
25 as Class Counsel.

26 3. Pursuant to the Preliminary Approval Order, a Notice of Proposed Settlement and
27 Final Approval Hearing, and Notice of Estimated Settlement Award were sent to each Class
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1 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
2 their right to receive a Settlement Share, their right to comment on or object to the Settlement or
3 to opt out of the Settlement and pursue their own remedies, and their right to appear in person or
4 by counsel at the final approval hearing and be heard regarding approval of the Settlement.
5 Adequate periods of time were provided by each of these procedures. No Class Members objected
6 to the Settlement as part of this notice process or stated an intent to appear at the final approval
7 hearing. Only one (1) Class Member opted out of the Settlement, and the Court finds that the
8 approximately 99.6% participation rate supports final approval of the Settlement.

9 4. The Court finds and determines that this notice procedure afforded adequate
10 protections to Class Members and provides the basis for the Court to make an informed decision
11 regarding approval of the Settlement based on the responses of Class Members. The Court finds
12 and determines that the notice provided in this case was the best notice practicable, which satisfied
13 the requirements of law and due process.

14 5. For the reasons stated in the Preliminary Approval Order, the Court finds and
15 determines that the proposed Class, as defined in the definitions section of the Settlement, meets
16 all of the legal requirements for class certification, and it is hereby ordered that the Class is finally
17 approved and certified as a class for purposes of the Settlement.

18 6. The Court further finds and determines that the terms of the Settlement are fair,
19 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
20 not opted out will be bound by the Settlement, except that those who worked for TLS during the
21 applicable PAGA period (April 6, 2019 through October 15, 2021) will release the PAGA claims
22 released in the Settlement, and will receive a portion of the amount set aside as PAGA penalties,
23 regardless of whether they opt-out from the Class. The Settlement is ordered finally approved,
24 and that all terms and provisions of the Settlement should be and hereby are ordered to be
25 consummated.

26 7. The Court finds and determines that the Settlement Shares to be paid to the
27 Participating Class Members (Class Members who did not timely submit a valid Request for
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1 Exclusion), as provided for by the Settlement, are fair and reasonable. The Court hereby gives
2 final approval to and orders the payment of those amounts to be made to the Participating Class
3 Members out of the Net Settlement Amount in accordance with the Settlement.

4 8. Pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab.
5 Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency (“LWDA”) has been
6 given notice of the Settlement. Pursuant to PAGA, on the date the parties filed the motion seeking
7 approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the
8 Settlement enclosing a copy of the Settlement. The Court finds and determines that the notice of
9 the Settlement complied with the statutory requirements of PAGA.

10 9. The Court finds and determines that payment to the LWDA of \$37,500 as its share
11 of the settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court
12 hereby gives final approval to and orders that the payment of that amount be paid out of the Total
13 Settlement Amount in accordance with the Settlement.

14 10. The Court finds and determines that the fees and expenses of [Phoenix Settlement
15 Administrators] in administering the settlement, in the amount of \$7,995.00, are fair and
16 reasonable. The Court hereby gives final approval to and orders that the payment of that amount
17 be paid out of the Total Settlement Amount in accordance with the Settlement.

18 11. In addition to any recovery that Plaintiff may receive from the Net Settlement
19 Amount, and in recognition of the Plaintiff’s efforts on behalf of the Settlement Class, the Court
20 hereby approves the payment of an incentive award to Plaintiff in the amount of \$5,000. This
21 shall be paid from the Total Settlement Amount.

22 12. Pursuant to the authorities and argument presented to the Court, the Court
23 approves the payment of attorneys’ fees to Class Counsel in the sum of \$216,666.67, plus costs
24 and expenses in the amount of \$24,609.23. This shall be paid from the Total Settlement Amount.

25 13. Without affecting the finality of this order in any way, the Court retains jurisdiction
26 of all matters relating to the interpretation, administration, implementation, effectuation, and
27 enforcement of this order and the Settlement.

1 14. Upon completion of administration of the settlement, the Settlement Administrator
2 will provide written certification of such completion to the Court and counsel for the parties.

3 15. The Court finds that in consideration of Plaintiff's awarded Class Representative
4 Payment, Plaintiff's Settlement Share, and the other terms and conditions of the Settlement, as of
5 the date the Settlement becomes Final and is fully funded, except as provided below, Plaintiff
6 releases any and all known and unknown claims, arising up until the date the Agreement was
7 signed by Plaintiff, against TLS and any present and former parents, subsidiaries and affiliated
8 companies or entities, including but not limited to Toyota Motor North America, Inc., and their
9 respective officers, directors, employees, partners, shareholders and agents, and any other
10 successors, assigns and legal representatives and its related persons and entities ("Released
11 Parties"), and waives the protection of California Civil Code section 1542, which provides: "A
12 general release does not extend to claims that the creditor or releasing party does not know or
13 suspect to exist in his or her favor at the time of executing the release and that, if known by him
14 or her, would have materially affected his or her settlement with the debtor or released party."
15 ("Plaintiff's Released Claims"). Expressly excluded from Plaintiff's Released Claims are any
16 claims for workers compensation benefits, unemployment insurance benefits, and any other
17 claims that cannot be waived by law.

18 16. The Court finds that in consideration for their awarded Settlement Shares, as of
19 the date the Settlement becomes Final and is fully funded, all Class Members (other than those
20 Class Members who timely and validly requested to be excluded from the Settlement) release any
21 and all claims against TLS and the Released Parties that arise out of or relate to the claims alleged
22 in the operative Second Amended Complaint or that could have been alleged based on the factual
23 allegations in the operative Second Amended Complaint, including but not limited to allegations
24 that, from April 6, 2016 through the date upon which the Settlement Administrator mailed notice
25 of the Settlement, TLS failed to pay for all compensable work time, including minimum wages
26 and overtime wages; provide meal and rest periods; record meal periods; and furnish accurate
27 itemized wage statements. The released claims include but are not limited to claims brought under
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California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, and all claims under California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Order based on the above Labor Code sections. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, PAGA, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*, and the Industrial Welfare Commission Wage Order; attorneys' fees and costs; and interest (the "Class Members' Released Claims"). However, all Class Members who worked for TLS during the applicable PAGA period (April 6, 2019 to October 15, 2021) will release the PAGA claims described above, and will receive a portion of the amount set aside as PAGA penalties regardless of whether they opt-out from the Class.

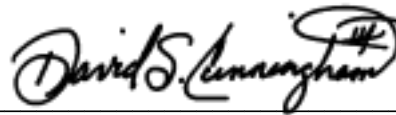
17. The parties are hereby ordered to comply with the terms of the Settlement.

18. The parties shall each bear his, her, its or their own respective attorneys' fees and costs, except as otherwise provided in the Settlement.

19. Plaintiff shall file a disbursement declaration from the Settlement Administrator on or before January 27, 2023. A Non-Appeal Case Review regarding the disbursement of Settlement funds is hereby set for February 22, 2023 at 8:30 a.m.

IT IS SO ORDERED.

Dated: April 12, 2022



The Honorable David S. Cunningham
Judge of the Superior Court