

(Counsel listed on the next page)

FILED
Superior Court of California
County of Los Angeles

04/12/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: T. Lewis Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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~~] FINAL
JUDGMENT**

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

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

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1 **JUDGMENT**

2 This matter came on regularly for hearing before this Court on April 4, 2022 at 10:00
3 a.m., pursuant to California Rule of Court 3.769 and this Court's October 15, 2021 Order granting
4 preliminary approval ("Preliminary Approval Order"). Having considered the parties' class
5 action settlement (the "Settlement") and the documents and evidence presented in support
6 thereof, and the submissions of counsel, the Court hereby ORDERS 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 ("Final Approval Order"). The following persons are hereby certified
10 as Class Members for the purpose of entering a settlement in this matter:

11 All current and former employees who worked for TLS in a non-exempt
12 production position at the Long Beach facility at any time from April 6,
13 2016 through October 15, 2021. Non-exempt production positions mean the
14 following non-exempt positions: PDS Worker, Expediter (BG), FQA (BG),
15 Janitor (BG), Kaizen Associate (BG), Parts Associate (BG), Production
16 Associate (BG), Quality Assurance Associate (BG), Rail Car Associate
17 (BG), Shuttle Associate (BG), Surveyor (BG), Team Lead (BG).

18 2. Only one (1) Class Member opted out of the Settlement, and no Class Member
19 objected to the Settlement. The Class Member who properly and timely opted out of the Settlement
20 is Gerardo Mata.

21 3. The Court finds that in consideration for their awarded Settlement Shares, as of
22 the date the Settlement becomes Final and is fully funded, all Class Members (other than those
23 Class Members who timely and validly requested to be excluded from the Settlement) release any
24 and all claims against TLS and the Released Parties that arise out of or relate to the claims alleged
25 in the operative Second Amended Complaint or that could have been alleged based on the factual
26 allegations in the operative Second Amended Complaint, including but not limited to allegations
27 that, from April 6, 2016 through the date upon which the Settlement Administrator mailed notice
28 of the Settlement, TLS failed to pay for all compensable work time, including minimum wages
and overtime wages; provide meal and rest periods; record meal periods; and furnish accurate
itemized wage statements. The released claims include but are not limited to claims brought under

1 California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 512, 516, 558, 1174, 1182.12,
2 1194, 1194.2, 1197, 1197.1, and 1198, and all claims under California Business and Professions
3 Code sections 17200-17208, and the Industrial Welfare Commission Wage Order based on the
4 above Labor Code sections. Such claims include claims for wages, statutory penalties, civil
5 penalties, or other relief under the California Labor Code, PAGA, relief from unfair competition
6 under California Business and Professions Code section 17200 et seq., and the Industrial Welfare
7 Commission Wage Order; attorneys' fees and costs; and interest (the "Class Members' Released
8 Claims"). However, all Class Members who worked for TLS during the applicable PAGA period
9 (April 6, 2019 to October 15, 2021) will release the PAGA claims described above, and will
10 receive a portion of the amount set aside as PAGA penalties regardless of whether they opt-out
11 from the Class.

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

27 5. The Court hereby enters final judgment in the Action in accordance with the
28 Settlement and this Order, subject to the Court's retention of continuing jurisdiction over the

1 Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h),
2 solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration
3 matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules
4 or applicable law.

5 6. This document shall constitute a final judgment pursuant to California Rule of
6 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
7 approval hearing, the court must make and enter judgment. The judgment must include a
8 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
9 judgment. The court may not enter an order dismissing the action at the same time as, or after,
10 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
11 Approval Order, and this Judgment.

12 **IT IS SO ORDERED.**

13
14 Dated: April 12, 2022



The Honorable David S. Cunningham
Judge of the Superior Court