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Attorneys for Plaintiffs Frank Rene Lopez and
George Moore

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

FRANK RENE LOPEZ & GEORGE MOORE,
individually, and on behalf of all other
Aggrieved Employees,

Plaintiff,

vs.

BAUER'S INTELLIGENT
TRANSPORTATION, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: CGC-21-589567

REPRESENTATIVE ACTION

~~[PROPOSED]~~ ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA ACTION
SETTLEMENT PURSUANT TO LABOR
CODE SECTION 2698 ET SEQ.

[Filed concurrently with Notice and Motion to
Approve Settlement, and Declaration of Kane
Moon]

Date: July 13, 2023
Time: 9:30 a.m.
Dept.: 302

Complaint filed: February 11, 2021
Trial date: Not set

FILED
Superior Court of California
County of San Francisco

JUL 13 2023

CLERK OF THE COURT
BY: *[Signature]*
Deputy Clerk

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“Plaintiff’s Release” Upon the entry of final judgment and Defendant’s fulfillment of its Settlement Payment obligations pursuant to the terms of this Agreement which includes Plaintiffs’ PAGA Representative Enhancement Award, Plaintiffs hereby provide a general release of claims for themselves and their spouse, heirs, executors, successors, assigns, administrators, and representatives and forever releases, remises and discharges Defendant and the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees and costs), known or unknown, at law or in equity, which they may now have or may have after the signing of this Agreement, arising out of or in any way connected with their employment with Defendant including, the PAGA Released Claims, claims that were asserted or could have been asserted and any and all transactions, occurrences, or matters between the Parties occurring prior to

1 the date this Agreement is fully executed. Without limiting the generality of
2 the foregoing, this release shall include, but not be limited to, any and all
3 claims under the (a) Americans With Disabilities Act, as amended; (b) Title
4 VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of
5 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in
6 Employment Act, as amended; (f) the Fair Labor Standards Act, as amended;
7 (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act,
8 as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j)
9 the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l)
10 the Civil Rights Act of 1966; (m) the California Fair Employment and
11 Housing Act; (n) the California Constitution; (o) the California Labor Code;
12 (p) the California Government Code; (q) the California Civil Code; and (r)
any and all other federal, state and local statutes, ordinances, regulations,
rules and other laws, and any and all claims based on constitutional,
statutory, common law or regulatory grounds as well as any other claims
based on theories of wrongful or constructive discharge, breach of contract
or implied contract, fraud, misrepresentation, promissory estoppel or
intentional and/or negligent infliction of emotional distress, or damages
under any other federal, state or local statutes, ordinances, regulations, rules
or laws.

13 With respect to the General Release, Plaintiffs stipulate and agree that, upon
14 Defendant's fulfillment of its Settlement Payment obligations under this
15 Agreement, Plaintiffs shall be deemed to have expressly waived and
16 relinquished, to the fullest extent permitted by law, the provisions, rights
and benefits of section 1542 of the California Civil Code, or any other
similar provision under federal or state law, which provides:

17 **A general release does not extend to claims that the creditor or**
18 **releasing party does not know or suspect to exist in his or her**
19 **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.

20 **"Released Claims by Aggrieved Employees"** Upon the entry of final
21 judgment and Defendant's fulfillment of its Settlement Payment obligations,
22 the Released Parties, including Defendant, shall be entitled to a release from
23 all PAGA claims for civil penalties under California Labor Code Sections
24 2698, et seq., predicated on all of the California Labor Code violations that
25 are asserted in the LWDA Notice and operative complaint including but not
26 limited to civil penalties pursuant to Labor Code section 2699, et seq. for
27 violations of Labor Code sections §§ 201, 202, 203, 204, 210, 226(a), 226.7,
28 226.8, 510, 512, 558, 1194, 1197, 1197.1 1198, 2802 and applicable
Industrial Welfare Commission Wage Orders. The release does not include
underlying wage and hour claims, claims for wrongful termination,
discrimination, unemployment insurance, disability, and workers'
compensation, and claims outside of the PAGA Period. The Released Claims
do not include any claims that cannot be released as a matter of law.

1 **“Released Parties”** Released Parties are Defendant and its past, present
2 and/or future, direct and/or indirect, officers, directors, members, managers,
3 employees, agents, representatives, attorneys, insurers, partners, investors,
4 shareholders, administrators, parent companies, subsidiaries, affiliates,
5 divisions, predecessors, successors, assigns, and joint venturers.

6 5. The Parties shall bear their own respective attorneys’ fees and costs, except as
7 otherwise provided for in the Settlement and approved by the Court.

8 6. The Settlement is not an admission by Defendant as defined below, nor is this
9 Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
10 this Order, the Settlement, nor any document referred to herein, nor any action taken to carry
11 out the Settlement, may be used as an admission of any fault, wrongdoing, omission,
12 concession, or liability whatsoever by or against Defendant.

13 7. Defendant shall pay the Aggrieved Employees, Plaintiffs’ Counsel, the Labor
14 and Workforce Development Agency (“LWDA”), and the Settlement Administrator pursuant
15 to the terms of the Settlement:

- 16 a. Actual administration costs of up to \$4,950.00, payable to the Settlement
17 Administrator, Phoenix Class Action Administration Solutions, for
18 administration of the Settlement;
- 19 b. Attorneys’ fees to Plaintiffs’ Counsel in the amount of \$38,333.33;
- 20 c. Reimbursement for actual costs incurred by Plaintiffs’ Counsel in the amount
21 of \$15,726.26;
- 22 d. Payments to each Plaintiff in the amount of \$7,500.00, for a total of
23 \$15,000.00, in exchange for their respective general release of claims
24 pursuant to the terms of the Settlement; and
- 25 e. The remaining amount as the Net Settlement Amount, which shall be
26 allocated as set forth in Labor Code § 2699(d), with 75% allocated to the
27 LWDA, and the remaining 25% to the Aggrieved Employees on a pro-rata
28 basis.

1 8. No portion of the Gross Settlement Amount shall revert to Defendant.

2 9. Aggrieved Employees shall have 180 calendar days after the date the Individual
3 PAGA Payment check is mailed to them to cash their settlement payment checks. If any
4 Aggrieved Employee's check is not cashed within that period, the settlement payment check
5 will be become void, and the Settlement Administrator shall transmit the funds represented by
6 the voided check to the State of California Unclaimed Property Fund in the name of the
7 Aggrieved Employee who did not cash the check. In such event, the Aggrieved Employee shall
8 nevertheless remain bound by the Settlement Agreement.

9 10. Defendant shall fully fund the Gross Settlement Amount by transmitting the
10 funds to the Administrator no later than fifteen (15) business days following the Effective Date.
11 The Gross Settlement Amount means \$115,000.00, which is the total amount Defendant agreed
12 to pay under the Settlement Agreement, subject to the escalator provision in Paragraph 33(a) of
13 the Settlement.

14 11. Within fourteen (14) days after Defendant funds the Gross Settlement
15 Amount, the Administrator shall issue payment to the LWDA, the Aggrieved Employees,
16 and PAGA Counsel.

17 12. The Court hereby confirms Kane Moon, Allen Feghali, and Julie Sohyun Oh of
18 Moon & Yang, APC as PAGA Counsel.

19 13. The Attorneys' Fees requested by PAGA Counsel of \$38,333.33, or one-third
20 of the Gross Settlement Amount, is reasonable. The Attorneys' Costs requested by PAGA
21 Counsel of \$15,726.26 are also reasonable and were necessary for the prosecution of this
22 Action. The Court hereby awards Attorney's Fees in the amount of \$38,333.33 and Attorneys'
23 Costs in the amount of \$15,726.26 to PAGA Counsel. The payment of fees and costs to
24 PAGA Counsel shall be made in accordance with the terms of the Settlement Agreement.

25 14. The proposed notice letter attached to the Settlement Agreement as Exhibit A is
26 approved and to be sent to Aggrieved Employees along with their respective Individual PAGA
27 Payment checks.

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