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Attorneys for Plaintiff
VICTORIA HERNANDEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

VICTORIA HERNANDEZ, individually, and
on behalf of other members of the general
public similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

ACCEPTANCE INSURANCE AGENCY OF
TENNESSEE INC., an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 20STCV03873

*Assigned for All Purposes: Hon. Yvette M.
Palazuelos, Dept. 9*

NOTICE OF ENTRY OF JUDGMENT

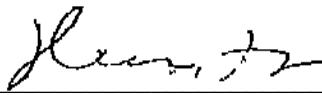
Complaint Filed: January 30, 2020
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on March 13, 2023, the Honorable Yvette M. Palazuelos,
3 in Department 9 in the above-entitled Court, located at 312 North Spring Street, Los Angeles,
4 California 90012, executed the Judgment. Attached hereto as **Exhibit A** is a true and correct copy
5 of the Judgment which was executed and filed on March 13, 2023.

6
7 Dated: March 16, 2023

PROTECTION LAW GROUP, LLP

8 By: 

9 Heather Davis
10 Amir Nayebdadash
11 Priscilla Gamino
12 *Attorneys for Plaintiff*
13 VICTORIA HERNANDEZ
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EXHIBIT A

FILED

Superior Court of California
County of Los Angeles

03/13/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

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

VICTORIA HERNANDEZ,) Case No.: 20STCV03873
individually, and on behalf of)
other members of the general)
public similarly situated, and)
as an aggrieved employee and)
Private Attorney General,)
Plaintiff,) JUDGMENT
vs.)
ACCEPTANCE INSURANCE AGENCY OF)
TENNESSEE INC., an unknown)
business entity; and DOES 1)
through 100, inclusive,)
Defendants.)

The Court finds as follows:

1 A. The Court granted preliminary approval of the Amended
2 Settlement Agreement ("Settlement Agreement") and certified a
3 provisional settlement class on August 4, 2022.

4 B. The Court granted final approval of the Settlement
5 Agreement on February 1, 2023 and February 23, 2023, certified
6 the settlement class with no opt-outs, and found that the
7 Settlement Agreement was fair, adequate and reasonable.

8 C. The Court defined the following:

9 "Class" or "Class Members": all current and former hourly-
10 paid or non-exempt employees who worked for Defendant in the
11 State of California at any time during the Class Period. (§1)
12

13 "Class Period": January 30, 2016, through November 10,
14 2021. (§6)

15 "PAGA Members": all current and former hourly-paid or non-
16 exempt employees who worked for Defendant in the State of
17 California at any time during the PAGA Period. (§24)

18 "PAGA Period": November 26, 2018 through November 10,
19 2021. (§23)

20 "Participating Class Members": all Class Members who do
21 not submit valid and timely Requests for Exclusion. (§26)
22

23 IT IS ORDERED, ADJUDGED AND DECREED:

24 1. Plaintiff Victoria Hernandez, individually, and on
25 behalf of other members of the general public similarly
situated, and as an aggrieved employee and Private Attorney

1 General, shall take from Defendants Acceptance Insurance Agency
2 of Tennessee, Inc. as set forth in the Parties' Settlement
3 Agreement and the Court's Approval Orders entered on February 1,
4 2023 and February 23, 2023.

5 2. Defendant must pay Plaintiffs the Gross Settlement
6 Amount (GSA) of \$939,537.10. The Net Settlement Amount is the
7 GSA minus the following:

8 a. \$313,179.03 [reduced from 35% to 33 1/3%] to
9 Class Counsel, Lawyers for Justice, PC and Protection Law Group,
10 LLP, for attorney fees [60% to Lawyers for Justice, PC and 40%
11 to Protection Law Group, LLP];

12 b. \$20,879.35 to Class Counsel for litigation costs;

13 c. \$5,000 to Victoria Hernandez, class
14 representative, for Incentive Award;

15 d. \$ 12,000 to ILYM Group, Inc for settlement
16 administration costs;

17 e. \$56,250 (75% of \$75,000 PAGA penalty) to the
18 LWDA.
19

20 Defendant's share of the payroll taxes on the taxable
21 portion of the settlement payments must be paid separately from
22 the GSA by Defendant.

23 3. Release by Participating Class Members: As of the date
24 on which Defendant fully funds the settlement, Plaintiff and all
25 Participating Class Members hereby do and shall be deemed to

1 have fully, finally, and forever released, settled, compromised,
2 relinquished, and discharged any and all of the Released Parties
3 of and from any and all Released Class Claims during the Class
4 Period. The Parties agree for settlement purposes only that
5 because the Class Members are so numerous, it is impossible or
6 impracticable to have each Participating Class Member execute
7 this Agreement. Accordingly, the Class Notice will advise all
8 Class Members of the binding nature of the release and such
9 notice shall have the same force and effect as if this Agreement
10 were executed by each Class Member. Plaintiff represents,
11 covenants, and warrants that she has not directly or indirectly
12 assigned, transferred, encumbered, or purported to assign,
13 transfer, or encumber to any person or entity any portion of any
14 liability, claim, demand, action, cause of action, or rights
15 herein released and discharged, except as set forth herein.

17 (¶60)

18 "Released Class Claims" means any and all claims, rights,
19 demands, liabilities, theories of relief, and causes of actions
20 that are alleged or could have been alleged against the Released
21 Parties, or any of them, based on the facts and allegations
22 asserted in the operative complaint in the Action, for any acts
23 occurring through the Class Period whether under state law, or
24 common law, including violations of the California Labor Code,
25 the California Wage Orders, applicable regulations, Business and

1 Professions Code section 17200, including as to the following
2 claims: (i) failure to pay all regular wages, minimum wages and
3 overtime wages due, including failure to properly calculate and
4 pay overtime wages at the regular rate of pay; (ii) failure to
5 provide meal periods or compensation in lieu thereof; (iii)
6 failure to authorize and permit rest periods or compensation in
7 lieu thereof; (iv) failure to reimburse necessary business
8 expenses; (v) failure to provide complete, accurate wage
9 statements; (vi) failure to pay wages timely at time of
10 termination or resignation; (vii) failure to timely pay wages
11 during employment; (viii) unfair business practices that could
12 have been premised on the claims, causes of action or legal
13 theories of relief described above or any of the claims, causes
14 of action or legal theories of relief pleaded in the operative
15 complaint; (ix) failure to maintain required payroll records;
16 and (x) and all damages, reimbursement, restitution, losses,
17 statutory penalties, fines, liens, attorneys' fees, costs,
18 expenses, debts, interest, penalties, injunctive or declaratory
19 relief, chargebacks, liquidated damages, or similar relief that
20 could have been premised on the facts, claims, causes of action,
21 or legal theories described above. (§30)

22
23 Release of PAGA: As of the date on which Defendant fully
24 funds the settlement, Plaintiff, the LWDA, and the State of
25 California release the Released Parties of and from the Released

1 PAGA Claims that could have been asserted under PAGA based on
2 the factual allegations in the Action, for the PAGA Period. The
3 fact that a PAGA Member has decided not to participate in the
4 Class Settlement shall not affect the Release of PAGA claims
5 arising under PAGA. A copy of this Agreement will be provided to
6 the LWDA concurrently with submission of the Preliminary
7 Approval Motion. (§61)

8 "Released PAGA Claims" means all claims under PAGA, for
9 civil penalties based on the facts alleged in the notice sent by
10 Plaintiff to the LWDA, and to the extent they were pled in the
11 operative Complaint or which could have been alleged based on
12 those facts, including all civil penalties under PAGA for
13 violations of the provisions of the applicable IWC Wage Orders
14 and the Labor Code as to all PAGA Members. (§31)

16 "Released Parties" means Defendant Acceptance Insurance
17 Agency of Tennessee, Inc., and its past, present and/or future,
18 direct and/or indirect, officers, directors, members, managers,
19 employees, agents, representatives, attorneys, insurers,
20 partners, investors, shareholders, administrators, parent
21 companies, subsidiaries, affiliates, divisions, predecessors,
22 successors, assigns, and joint venturers. (§32)

23 Named Plaintiff Victoria Hernandez provides a general
24 release and \$1542 waiver. (§62)
25

1 4. All uncashed settlement checks, plus interest, must be
2 delivered to the California State Controller's Unclaimed
3 Property Division in the name of the Class Member/Aggrieved
4 Employee who did not cash his or her check.

5 5. Pursuant to California Rules of Court, Rule 3.769(h),
6 the Court retains jurisdiction over the parties with respect to
7 enforcement of this Judgment under California Code of Civil
8 Procedure Section 664.6.

9 CLERK TO GIVE NOTICE.

10 DATED: March 13, 2023



Yvette M. Palazuelos

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge