

1 *[Counsel listed on next page]*

2
3
4
5
6
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES
10

11 ABEL YOUNG, an individual, on behalf of
12 himself and on behalf of all persons similarly
situated,

13 Plaintiff,

14 vs.

15 TABC, INC., a Corporation; and DOES 1
16 through 50, inclusive,

17 Defendants.
18
19
20
21
22
23
24
25
26
27
28

Case No. 22STCV25696

[PROPOSED] FINAL JUDGMENT

Judge: Hon. Lawrence P. Riff

Dept.: 7

Hearing Date: December 21, 2023

Hearing Time: 10:00 a.m.

Complaint filed: August 9, 2022

FAC filed: November 9, 2022

Trial date: None set

1 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2 NORMAN B. BLUMENTHAL (SB# 068687)

3 Norm@bamlawca.com

4 KYLE R. NORDREHAUG (SB# 205975)

5 kyle@bamlawca.com

6 APARAJIT BHOWMIK (SB# 248066)

7 AJ@bamlawca.com

8 NICHOLAS J. DE BLOUW (SB# 280922)

9 nick@bamlawca.com

10 2255 Calle Clara

11 La Jolla, CA 92037

12 Telephone: 1(858) 551-1223

13 Facsimile: 1(858) 551-1232

14 *Attorneys for Plaintiff Abel Young*

15 PAUL HASTINGS LLP

16 ZACHARY P. HUTTON (SB# 234737)

17 zachhutton@paulhastings.com

18 ANNA M. SKAGGS (SB# 319179)

19 annaskaggs@paulhastings.com

20 101 California Street

21 Forty-Eighth Floor

22 San Francisco, California 94111

23 Telephone: 1(415) 856-7000

24 Facsimile: 1(415) 856-7100

25 *Attorneys for Defendant TABC Inc.*

1 The parties having settled this action and the Court having entered an Order Granting
2 Final Approval of Settlement and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4 1. Except as set forth in the Settlement Agreement and the Order Granting Final
5 Approval of Settlement, plaintiff Abel Young (“Plaintiff”), and all members of the Class, shall
6 take nothing by their complaint in this Action.

7 2. Without affecting the finality of this judgment in any way, pursuant to California
8 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
9 interpretation, administration, implementation, effectuation, and enforcement of this order and the
10 Settlement.

11 3. Upon completion of administration of the Settlement, the Settlement Administrator
12 will provide written certification of such completion to the Court and counsel for the parties. The
13 Court sets a compliance hearing date of _____, at _____ a.m. / p.m., and
14 the written certification of the Settlement Administrator shall be filed no later than fourteen (14)
15 days before this hearing.

16 4. The Court finds that in consideration of Plaintiff’s awarded Class Representative
17 Service Payment, Plaintiff’s Individual Class Payment, Plaintiff’s Individual PAGA Payment, and
18 the other terms and conditions of the Settlement, as of the date the Settlement becomes Final and
19 is fully funded, except as provided below, Plaintiff releases any and all known and unknown claims
20 against TABC and any present and former parents, subsidiaries and affiliated companies or
21 entities, including but not limited to Toyota Motor North America, Inc., and their respective
22 officers, directors, employees, partners, shareholders and agents, and any other successors, assigns
23 and legal representatives and its related persons and entities (the “Released Parties”), and waives
24 the protection of California Civil Code section 1542, which provides: “A general release does not
25 extend to claims that the creditor or releasing party does not know or suspect to exist in his or her
26 favor at the time of executing the release and that, if known by him or her, would have materially
27 affected his or her settlement with the debtor or released party.” (“Plaintiff’s Released Claims”).
28 Plaintiff’s Released Claims do not, however, include Plaintiff’s threatened claims for

1 discrimination, Fair Employment Housing Act violations, harassment, retaliation, or wrongful
2 termination and Plaintiff's Released Claims do not include any claims or actions to enforce the
3 Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability
4 benefits, Social Security benefits, workers' compensation benefits that arose at any time, or based
5 on occurrences outside the Class Period.

6 5. The Court finds that in consideration for their awarded Individual Class Payments,
7 as of the date the Settlement becomes Final and is fully funded, all Class Members (other than
8 those Class Members who timely and validly elected not to participate in the Settlement) release
9 any and all known and unknown claims against TABC and the Released Parties that are asserted
10 in the First Amended Complaint or arise out of or reasonably relate to the facts alleged in the First
11 Amended Complaint that arose during the period from August 9, 2018 through April 7, 2023 (the
12 "Class Period") for claims that TABC failed to pay all wages due, including minimum wages,
13 overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period
14 premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses;
15 furnish accurate itemized wage statements; or pay all wages due to discharged and quitting
16 employees. The released claims include claims brought under California Labor Code
17 sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174,
18 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, California Business and Professions
19 Code sections 17200-17208, and the Industrial Welfare Commission Wage Order. Such claims
20 include claims for wages, statutory penalties, civil penalties, or other relief under the California
21 Labor Code, including PAGA; relief from unfair competition under California Business and
22 Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest (the "Class
23 Members' Released Claims"). The Class Members' Released Claims do not include a release of
24 any other claims, including Plaintiff's individual claims, claims for vested benefits, wrongful
25 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
26 disability, Social Security, workers' compensation, or claims based on facts occurring outside the
27 Class Period.
28

1 6. The Court finds that in consideration for their respective shares of the PAGA
2 Penalties, as of the date the Settlement becomes Final and is fully funded, the State of California
3 and all Allegedly Aggrieved Employees release any and all claims against TABC and the other
4 Released Parties for civil penalties under PAGA that arise out of or reasonably relate to the facts
5 in the notices submitted by Plaintiff to the LWDA pursuant to PAGA that, during the period from
6 July 11, 2021 through April 7, 2023 (the “PAGA Period”), TABC failed to pay all wages due,
7 including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods;
8 pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse
9 necessary business expenses; furnish accurate itemized wage statements; or pay all wages due to
10 discharged and quitting employees (the “Released PAGA Claims”). The Released PAGA Claims
11 include claims arising under California Labor Code sections 201-204, 210, 218, 221, 226, 226.3,
12 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et*
13 *seq.*, and 2802, and the Industrial Welfare Commission Wage Order. All Allegedly Aggrieved
14 Employees will release the Released PAGA Claims, and will receive an Individual PAGA
15 Payment, regardless of whether they elect not to participate in the Settlement. The Released
16 PAGA Claims do not include a release of any other claims, including Plaintiff’s individual claims,
17 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
18 Act, unemployment insurance, disability, Social Security, workers’ compensation, or claims based
19 on facts occurring outside the PAGA Period.

20 7. The parties shall bear his, her, its or their own respective attorneys’ fees and costs
21 except as otherwise provided in the Settlement, the Order Granting Final Approval of Settlement,
22 and this Judgment.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 The Court enters final judgment in the Action in accordance with the Settlement and this
2 Order, subject to the Court's retention of continuing jurisdiction over the Action and the
3 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
4 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
5 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

6 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

7
8 Dated: _____, 2023

9 _____
10 The Honorable Lawrence P. Riff
11 Judge of the Superior Court
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28