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11 Website: www.bamlawca.com

12 Attorneys for Plaintiff

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

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

Plaintiff,

vs.

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

Defendants.

Case No. 22STCV25696

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: December 21, 2023
Hearing Time: 10:00 a.m.

Judge: Hon. Lawrence P. Riff
Dept: SS-7

Date Filed: August 22, 2022
Trial Date: Not set

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

2 YOU ARE HEREBY NOTIFIED THAT on December 21, 2023, the Court entered
3 the Order Granting Motion for Final Approval and the Judgment in the above entitled action.

4 A true and correct copy of the Judgment is attached hereto as Exhibit #1. A true and correct
5 copy of the Order Granting Motion for Final Approval is attached hereto as Exhibit #2. The
6 Order and the Judgment are also served on the LWDA pursuant to the Proof of Service
7 below.

8 Respectfully submitted,

9 Dated: December 22, 2023

10 **BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

11 By: /s/ Kyle Nordrehaug
12 Kyle R. Nordrehaug
13 Attorneys for Plaintiff
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1 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

2 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
3 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
4 Jolla, California 92037.

5 On December 22, 2023, I served the document(s) described as:

6 **1. Notice of Entry of Judgment**

7 XX : (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically
8 via electronic mail (via Case Anywhere) to counsel for Defendant at the following e-mail
9 address(es):

10 PAUL HASTINGS LLP
11 ZACHARY P. HUTTON
12 zachhutton@paulhastings.com
13 ANNA M. SKAGGS
14 annaskaggs@paulhastings.com
15 101 California Street
16 Forty-Eighth Floor
17 San Francisco, California 94111

18 Attorneys for Defendant TABC, Inc.

16 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered
17 to the Labor Workforce Development Agency via online process at the PAGA Filing
18 website in accordance with the procedure imposed by the LWDA.

19 X (State): I declare under penalty of perjury under the laws of the State of California
20 that the above is true and correct.

21 Executed on December 22, 2023 at La Jolla, California.

22 /s/ Kyle Nordrehaug
23 Kyle Nordrehaug
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1 [Counsel listed on next page]

2 **FILED**
Superior Court of California
County of Los Angeles

3 12/21/2023

4 David W. Slayton, Executive Officer / Clerk of Court

5 By: A. Morales Deputy

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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES
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11 ABEL YOUNG, an individual, on behalf of
12 himself and on behalf of all persons similarly
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14 vs.

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

17 Defendants.
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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

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14 *Attorneys for Plaintiff Abel Young*

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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 ^{non-appearance} compliance hearing date of October 25, 2024, at 9:00 a.m. a.m. / ~~p.m.~~, and
14 the written certification of the Settlement Administrator shall be filed no later than ^{five court days} ~~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.

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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: 12/21/2023, 2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff", is written over the printed name.

Lawrence P. Riff / Judge
The Honorable Lawrence P. Riff
Judge of the Superior Court

1 [Counsel listed on next page]

FILED
Superior Court of California
County of Los Angeles

12/21/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES
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11 ABEL YOUNG, an individual, on behalf of
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16 through 50, inclusive,

17 Defendants.
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Case No. 22STCV25696

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

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

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25 *Attorneys for Defendant TABC Inc.*

1 On December 21, 2023, a hearing was held on the joint motion of plaintiff Abel Young
2 (“Plaintiff”) and defendant TABC Inc. (“Defendant” or “TABC”), for final approval of their class
3 settlement (the “Settlement”) and payments to the Labor and Workforce Development Agency
4 (“LWDA”) and the Settlement Administrator. Kyle Nordrehaug of Blumenthal Nordrehaug
5 Bhowmik De Blouw LLP appeared for Plaintiff, and Zachary P. Hutton of Paul Hastings LLP
6 appeared for TABC.

7 The parties have submitted their Settlement, which this Court preliminarily approved by
8 its August 7, 2023, order (“Preliminary Approval Order”). In accordance with the Preliminary
9 Approval Order, Class Members have been given notice of the terms of the Settlement and the
10 opportunity to comment on or object to it or to exclude themselves from its provisions.

11 Having received and considered the Settlement, the supporting papers filed by the parties,
12 and the evidence and argument received by the Court at the hearing before it entered the
13 Preliminary Approval Order and the final approval hearing on December 21, 2023, the Court
14 grants final approval of the Settlement, and HEREBY ORDERS and MAKES
15 DETERMINATIONS as follows:

16 1. The certification of the following Class is confirmed for the purpose of entering a
17 settlement in this matter:

18 All current and former employees who worked for TABC in a non-exempt
19 position in California at any time from August 9, 2018 through April 7,
2023.

20 2. The Settlement Administrator received no valid requests for exclusion from the
21 Class.

22 3. The Court confirms the appointment of plaintiff Abel Young as Class
23 Representative, and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J.
24 De Blouw and Christine LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class
25 Counsel.

26 4. Pursuant to the Preliminary Approval Order, a Court-Approved Notice of Class
27 Action Settlement and Hearing Date for Final Court Approval (the “Class Notice”) was sent to
28 each Class Member by first-class mail. The Class Notice informed Class Members of the terms

1 of the Settlement, their right to receive an Individual Class Payment and/or Individual PAGA
2 Payment, their right to comment on or object to the Settlement or to opt out of the Settlement and
3 pursue their own remedies, and their right to appear in person or by counsel at the final approval
4 hearing and be heard regarding approval of the Settlement. Adequate periods of time were
5 provided by each of these procedures. No Class Members objected to the Settlement as part of
6 this notice process or stated an intent to appear at the final approval hearing.

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

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

16 7. The Court further finds and determines that the terms of the Settlement are fair,
17 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
18 not opted out will be bound by the Settlement, except that Allegedly Aggrieved Employees (as
19 defined in the Settlement, those who worked for TABC during the applicable PAGA period (July
20 11, 2021 through April 7, 2023)) will release the PAGA claims released in the Settlement, and
21 will receive a portion of the amount set aside for their share of the settlement of civil penalties,
22 regardless of whether they opt out of the Settlement. The Settlement is ordered finally approved,
23 and that all terms and provisions of the Settlement should be and hereby are ordered to be
24 consummated.

25 8. The Court finds and determines that the Settlement payments to be paid to the Class
26 Members (including the Individual Class Payments to be paid to Class Members who did not
27 timely submit a valid Request for Exclusion and Individual PAGA Payments to be paid to all
28 Allegedly Aggrieved Employees), as provided for by the Settlement, are fair and reasonable. The

1 Court hereby grants final approval to and orders the payment of those amounts to be made to the
2 Class Members out of the Net Settlement Amount in accordance with the Settlement.

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

9 10. The Court finds and determines that the resolution of the Released PAGA Claims
10 and the PAGA Penalties, which includes the payment to the LWDA of \$3,750 and the payment to
11 Allegedly Aggrieved Employees of \$1,250 as their respective shares of the settlement of civil
12 penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval
13 to and orders that the payment of the PAGA Penalties be paid out of the Gross Settlement Amount
14 in accordance with the Settlement.

15 11. The Court finds and determines that the fees and expenses of ILYM Group in
16 administering the Settlement, in the amount of \$9,850.00, are fair and reasonable. The Court
17 hereby grants final approval to and orders that the payment of approximately that amount be paid
18 out of the Gross Settlement Amount in accordance with the Settlement.

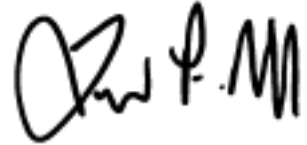
19 12. In addition to any recovery that Plaintiff may receive as his Settlement Share, and
20 in recognition of the Plaintiff's efforts on behalf of the Class, the Court hereby approves the
21 payment of a Class Representative Service Payment to Plaintiff in the amount of \$10,000. This
22 amount shall be paid from the Gross Settlement Amount.

23 13. Pursuant to the authorities and argument presented to the Court, the Court approves
24 the payment of a Class Counsel Fees Payment to Class Counsel in the sum of \$166,666, plus a
25 Class Counsel Litigation Expenses Payment in the amount of \$16,842.68. These amounts shall be
26 paid from the Gross Settlement Amount.

27 14. The parties are hereby ordered to comply with the terms of the Settlement.
28

1 15. Without affecting the finality of this order in any way, pursuant to California Code
2 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
3 interpretation, administration, implementation, effectuation, and enforcement of this order and the
4 Settlement. **

5 **IT IS SO ORDERED.**

A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

8 Dated: 12/21/2023, ~~2023~~

Lawrence P. Riff/Judge

The Honorable Lawrence P. Riff
Judge of the Superior Court

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12 **16. The court sets a non-appearance case review for October 25, 2024 at 9:00 a.m.
13 regarding distribution of the settlement proceeds. The administrator shall file and serve
14 a declaration re same at least five court days in advance.