

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
SERGIO RODRIGUEZ

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
SERGIO RODRIGUEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

SERGIO RODRIGUEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

SUPERIOR TANK CO., INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. BCV-23-100144 consolidated with
Case No. BCV-23-100926

*[Case Assigned to Hon T. Mark Smith
department T-2]*

[PROPOSED] FINAL JUDGMENT

Date: November 20, 2024
Time: 8:30 a.m.
Dept.: T-2

Complaint Filed: January 17, 2023

1 This matter came on regularly for hearing before this Court on November 20, 2024,
2 pursuant to California Rule of Court 3.769 and this Court's July 15, 2024 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Stipulation of Class Action and PAGA Settlement (the "Settlement")¹
5 and the documents and evidence presented in support thereof, and the submissions of counsel,
6 the Court hereby ORDERS and enters JUDGMENT 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. The Settlement Class is defined as:

10 All current and former non-exempt employees of Defendant Superior Tank Co.,
11 Inc. who worked for Defendant in California during the Class Period.

12 The "Class Period" shall mean the time period of January 17, 2019 through the date
13 the Court issues an order preliminarily approving the Settlement Agreement (July
14 15, 2024).

15 2. Plaintiff Sergio Rodriguez is hereby confirmed as Class Representative, and Scott
16 M. Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group,
17 APC are hereby confirmed as Class Counsel.

18 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
19 form and manner of notice were approved by the Court on July 15, 2024 and the notice process
20 has been completed in conformity with the Court's Order. The Court finds that said notice was
21 the best notice practicable under the circumstances. The Class Notice provided due and adequate
22 notice of the proceedings and matters set forth therein, informed Settlement Class members of
23 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
24 California Rule of Court 3.769, and due process.

25
26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 4. The Court finds that no Settlement Class member objected to the Settlement and
2 zero (0) Settlement class members have opted out of the Settlement, and that the 99.5%
3 participation rate in the Settlement supports final approval.

4 5. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 6. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
9 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
10 community of interest among members of the Settlement Class with respect to the subject matter
11 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
12 members of the Settlement Class; (d) the Class Representative has fairly and adequately
13 protected the interests of the Settlement Class members; (e) a class action is superior to other
14 available methods for an efficient adjudication of this controversy; and (f) Class Counsel are
15 qualified to serve as counsel for the Class Representative and the Settlement Class.

16 7. The Court orders that Defendant shall fully fund the Gross Settlement Amount,
17 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
18 transmitting the funds to the Administrator as follows: The payment of \$550,000.00, including
19 all amounts necessary to fully pay Defendant's share of payroll taxes, shall be deposited with
20 the Administrator no later than 60 calendar days after the Effective Date. "Effective Date" is
21 defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on
22 behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has
23 been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal
24 that has been filed.

25 8. The Court finds that the settlement payments, as provided for in the Settlement,
26 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
27 individual payments in conformity with the terms of the Settlement.
28

1 9. The Court finds that a service payment in the amount of \$7,500.00 for Plaintiff
2 Sergio Rodriguez is appropriate for his risks undertaken and service to the Settlement Class. The
3 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
4 Administrator make this payment in conformity with the terms of the Settlement.

5 10. The Court finds that attorneys' fees in the amount of \$183,333.33, and actual
6 litigation costs of \$10,027.62 for Class Counsel, are fair, reasonable, and adequate, and orders
7 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
8 the terms of the Settlement.

9 11. The Court orders that the Settlement Administrator shall be paid \$8,250.00 from
10 the Gross Settlement Amount for all of its work done and to be done until the completion of this
11 matter, and finds that sum appropriate.

12 12. The Court finds that the payment to the California Labor & Workforce
13 Development Agency ("LWDA") in the amount of \$15,000.00 for its 75% share of the
14 \$20,000.00 settlement of Plaintiff's representative action under the California Labor Code
15 Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the
16 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
17 of the Settlement. The remaining 25% or \$5,000.00 of the PAGA Amount is to be distributed to
18 the 144 Aggrieved Employees in conformity with the terms of the Settlement. The highest
19 Individual PAGA Payment to an Aggrieved Employee is \$57.33, and the average Individual
20 PAGA Payment to be paid is \$34.72.

21 13. After the above deductions, attorneys' fees (\$183,333.33), attorneys' litigation
22 costs (\$10,027.62), incentive payment to Plaintiff (\$7,500.00), Settlement Administrator costs
23 (\$8,250.00), and the PAGA Amount to the LWDA (\$15,000.00), the Net Settlement Amount of
24 \$305,916.67 is to be distributed to 232 Settlement Class members, that worked a total of
25 27,499.64 workweeks during the Class Period, in conformity with the terms of the Settlement.
26 The lowest Individual Settlement Share to be paid to a Settlement Class member is \$0.77, the
27
28

highest Individual Settlement Share is \$3,135.83, and the average Individual Settlement Share to be paid is \$1,297.05.

14. Pursuant to the terms of the Settlement, the employer's share of payroll shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

15. The Court finds and determines that upon satisfaction of all obligations under the Settlement and this Order, all Settlement Class members will be bound by the Settlement, will have released the Released Claims as set forth in the Settlement, and will be permanently barred from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

16. Upon satisfaction of all obligations under the Settlement and the Final Approval Order, by virtue of this Judgment, all Participating Class Members shall release and discharge Defendant, and all of its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties") from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses based on or arising from factual predicates alleged, or reasonably could have been alleged, in the operative complaint in the consolidated Class Action and PAGA Action (which is the operative Consolidated Complaint), or which could have been pled in the operative Consolidated Complaint consolidated Class Action and PAGA Actions, including, but not limited to: (a) any alleged failure to pay all wages due including minimum wages or overtime wages; (b) any alleged failure to timely pay wages at termination or during employment; (c) any alleged failure to provide meal or rest periods or to pay meal or rest period premiums; (d) any alleged failure to maintain and preserve, in a centralized location in California, any required payroll or employee records; (e) any alleged failure to provide compliant and accurate wage statement; (f) any alleged failure to reimburse business expense; (g) any alleged failure to pay sick wages; (h) any right or claim for civil penalties pursuant to the California Labor Code, the California Industrial Welfare Commission Wage Orders, the California Private Attorneys General Act of 2004 (Cal. Lab. Code

§ 2698, *et seq.*) based on the foregoing alleged claims; (i) any right or claim for unfair business practices in violation of California Business & Professions Code § 17200 *et seq.* based on the foregoing alleged claims; and (j) any violation or breach of the California Labor Code arising from or related to the conduct or omission alleged, or could have reasonably been alleged, in the operative Consolidated Complaint consolidated Class Action and PAGA Action, including without limitation, any violation or breach of California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 223, 226, 226.7, 233, 246, 510, 512, 1174, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, or any other similar state or local statute, wage order, rule, regulation, ordinance, or authority, during the Class Period.

17. All PAGA Employees shall release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all individual and representative claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, in the operative Consolidated Class Action and PAGA Action including, but not limited to, any right or claim for PAGA penalties predicated on alleged nonpayment or under-payment of minimum and overtime wages, failure to provide meal and rest periods, nonpayment or under-payment of premiums for meal or rest period violations, failure to timely pay wages, failure to pay all wages due at termination, failure to maintain accurate records, failure to provide and/or maintain accurate and itemized wage statement, failure to reimburse business expenses, failure to pay sick wages, and any claims for PAGA civil penalties based on the foregoing alleged claims under the California Labor Code, Wage Orders, regulation, and/or other provision of law, including any alleged violations of the California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 223, 226, 226.7, 233, 246, 510, 512, 1174, 1182.11, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, during the PAGA Period.

18. In light of the Class Representative Service Payment, Plaintiff and his spouse, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties, in exchange for consideration provided in the Settlement,

1 from any and all causes of action, claims, rights, damages, punitive or statutory damages,
2 penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses arising from or related
3 to all facts, transactions, and occurrences – known or unknown – as of the date he executes the
4 Settlement Agreement, including, but not limited to, all Released Class Claims, and Released
5 PAGA Claims. For purposes of Plaintiff's Release only, Plaintiff expressly waives and
6 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil
7 Code, which reads:

8 **A general release does not extend to claims that the creditor or**
9 **releasing party does not know or suspect to exist in his or her favor**
10 **at the time of executing the release, and that if known by him or**
11 **her would have materially affected his or her settlement with the**
12 **debtor or released party.**

13 19. The releases identified herein will only be effective on the date that Defendant
14 fully funds the Gross Settlement Amount and its share of the employer taxes.

15 20. This document shall constitute a final judgment pursuant to California Rule of
16 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
17 approval hearing, the court must make and enter judgment. The judgment must include a
18 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
19 judgment. The court may not enter an order dismissing the action at the same time as, or after,
20 entry of judgment."

21 21. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
22 Order, and this Judgment.

23 **JUDGMENT IS SO ENTERED.**

24
25 Dated: _____, 2024

26 Honorable T. Mark Smith
27 Judge of the Superior Court
28