

1 **JUSTICE FOR WORKERS, P.C.**

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF PLACER**

11 FELIPE HERNANDEZ, an aggrieved
12 employee and on behalf of other aggrieved
13 employees;

14 Plaintiff,

15 vs.

16 VOLKSWAGEN GROUP OF AMERICA,
17 INC., a New Jersey corporation; and DOES 1
through 50,

18 Defendants.

Case No.: S-CV-0051588

**(PROPOSED) JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT AND ATTORNEY'S
FEES AND COSTS**

(Filed Concurrently with Motion for
Approval of PAGA Settlement, Supporting
Declarations, and [Proposed] Judgment and
Order)

JUDGE: Hon. Christine Dehr

DATE: August 21, 2026

TIME: 8:25 a.m.

DEPT: 1

Action Filed: November 6, 2023

Trial Date: Not Set

1 Plaintiff Felipe Hernandez’s (“Plaintiff”) Motion for Approval of California Private
2 Attorneys General Act (“PAGA”) Settlement and Attorney’s Fees and Costs (the “Motion”) came
3 on regularly for hearing before this Court on August 21, 2026, at 8:25 a.m. This Court, having
4 considered the PAGA Settlement Agreement (the “Settlement” or “Agreement”) between Plaintiff
5 and Defendant Volkswagen Group of America, Inc. (“Defendant”), Plaintiff’s Motion and
6 Memorandum of Points and Authorities in support thereof, and supporting declarations filed
7 therewith; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES AS**
8 **FOLLOWS:**

9 1. The Court, for purposes of this Judgment and Order, incorporates and adopts all
10 defined terms and provisions as set forth in the Agreement, which was attached to the Declaration
11 of William C. Sung in Support of Motion for Approval of PAGA Settlement as “Exhibit 1”.

12 2. The Court hereby GRANTS the Motion.

13 3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
14 asserted in this action and is authorized to act as a private attorney general with respect to the
15 PAGA claims being released under the terms of the Settlement. The California Labor and
16 Workforce Development Agency (the “LWDA”) was provided with notice of the Settlement via its
17 online submission process and the LWDA has not made any objection to the Settlement.

18 4. The obligations set forth in the Settlement Agreement regarding the settlement of the
19 Action are deemed part of this Judgment and Order, and the Parties and the Settlement
20 Administrator are ordered to carry out the Settlement Agreement according to its terms and
21 provisions.

22 5. Release of Claims. Upon entry of this Judgment and Order and full payment by
23 Defendant of the Gross Settlement Amount, Plaintiff, on behalf of himself, his heirs, executors, and
24 assigns, each of the Aggrieved Employees, and the State of California, fully release and discharge
25 Defendant, and each of its past, present and future, whether director or indirect, subsidiaries,
26 affiliates, parent companies, divisions, successors, predecessors, and assigns, and each of their
27 respective past and present shareholders, officers, partners, directors, members, employees, agents,
28 attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting on their

1 behalf (collectively, “Released Parties”) from any and all claims, rights, demands, liabilities, and
2 causes of action of every nature and description under PAGA, which were alleged or which could
3 have been alleged based on the facts asserted in the operative complaint in the Action and/or in
4 Plaintiff’s PAGA notice to the LWDA dated September 1, 2023 (“PAGA Released Claims”) that
5 accrued during the PAGA Period, including without limitation, claims for failure to pay minimum
6 wages for all hours worked, pay all earned overtime, pay all sick leave wages, provide all meal
7 periods or premium compensation in lieu thereof, authorize and permit all rest breaks or premium
8 compensation in lieu thereof, timely pay all wages during employment and due upon separation of
9 employment, issue complete and accurate wage statements, provide reasonable comfort by
10 maintaining indoor temperatures as prescribed by the Wage Orders, provide the option to receive
11 wages by physical paycheck, maintain accurate records, for unlawfully deducting wages without
12 written consent, and for violation and/or based on California Labor Code §§ 201, 202, 203, 204,
13 210, 212, 221, 224, 226, 226.3, 226.7, 245-248.5, 246, 256, 510, 512, 516, 558, 1174, 1182.12,
14 1194, 1194.2, 1197, 1197.1, 1198, 2802, the corresponding provisions of the applicable IWC Wage
15 Order, and all claims for attorneys’ fees and costs in connection therewith. The PAGA Released
16 Claims include all such claims, whether known or unknown by the releasing party. Thus, even if an
17 Aggrieved Employee discovers facts in addition to or different from those that they now know or
18 believe to be true with respect to the subject matter of the PAGA Released Claims, e.g. the claims
19 brought in Plaintiff’s operative complaint in the Action or that could have been brought based on
20 the facts therein, those claims will remain released and forever barred. Therefore, solely with
21 respect to those PAGA Released Claims, Plaintiff, the Aggrieved Employees, and the State of
22 California expressly waive and relinquish the provisions, rights and benefits of California Civil
23 Code section 1542, which provides:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
25 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
26 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
27 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
28 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

1 OR RELEASED PARTY.

2 a. "Aggrieved Employees" are all current and former non-exempt employees
3 who worked for Defendant within the State of California during the period from September 1, 2022
4 through March 24, 2026.

5 b. The "Gross Settlement Amount" is \$120,000.00.

6 c. The "PAGA Period" means September 1, 2022 through March 24, 2026.

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

12 7. The Court appoints Apex Class Action LCC as the Settlement Administrator.

13 8. Defendant shall pay the Gross Settlement Amount within 30 days of entry of this
14 Judgment and Order.

15 9. Within 15 days after Defendant pays the Gross Settlement Amount, the Settlement
16 Administrator shall disburse the Gross Settlement Amount as follow:

17 a. A payment in the amount of \$44,184.38, payable to the LWDA for civil
18 penalties pursuant to PAGA;

19 b. Payments to Aggrieved Employees totaling \$14,728.13, payable to the
20 Aggrieved Employees on a pro rata basis in accordance with the formula set forth in Section 12 of
21 the Agreement for civil penalties pursuant to PAGA, along with a copy of the Explanatory Letter,
22 attached to the Agreement as Exhibit A, in English and Spanish;

23 c. An award of \$40,000.00, representing 33 1/3% of the Gross Settlement
24 Amount, to Justice for Workers, P.C. for attorney's fees pursuant to PAGA;

25 d. An award of \$16,662.50 to Justice for Workers, P.C. for attorney's costs
26 pursuant to PAGA;

27 e. A payment in the amount of \$4,425.00 to the Settlement Administrator for
28 settlement administration costs.

1 10. The Parties shall bear their own respective attorney's fees and costs, except as
2 otherwise provided for in the Settlement and approved by the Court. Defendant and the Released
3 Parties shall have no further liability for costs, expenses, interests, attorney's fees, or for any other
4 charge, expense, or liability relating to the PAGA Released Claims and shall be released from all
5 claims as set forth in the Agreement and in this Judgment and Order.

6 11. Plaintiff shall submit a copy of this Judgment and Order to the LWDA within 14
7 days after entry of this Judgment and Order.

8 12. This Judgment and Order is intended to be a final disposition in its entirety of the
9 above-captioned action. Pursuant to California Code of Civil Procedure section 664, this Court shall
10 retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing
11 the Settlement and/or this Judgment and Order, (ii) addressing settlement administration matters,
12 and (iii) addressing such post-Judgment matters as are permitted by law.

13 13. The Court sets a Non-Appeal Case Review re: Final Accounting on
14 _____, 2027 at ____ a.m. in Department 1. Plaintiff is ordered to file a final report and
15 declaration by the Settlement Administrator regarding settlement distribution, including the actual
16 amounts paid to the Aggrieved Employees and the other amounts distributed under the Settlement,
17 including any uncashed checks, no later than 5 court days prior to the Hearing.

18 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

19
20 DATED: _____, 2026

Hon. Christine Dehr
Commissioner of the Superior Court