

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY <i>(Name, State Bar number, and address):</i> Edwin Aiwazian (SBN 232943) LAWYERS for JUSTICE, PC 410 Arden Avenue, Suite 203 Glendale, California 91203 TELEPHONE NO.: (818) 265-1020 FAX NO. <i>(Optional):</i> (818) 265-1021 E-MAIL ADDRESS <i>(Optional):</i> ATTORNEY FOR <i>(Name):</i> Plaintiff Alcantar</p>	<p><i>FOR COURT USE ONLY</i></p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino STREET ADDRESS: 247 West Third Street MAILING ADDRESS: CITY AND ZIP CODE: San Bernardino 92415 BRANCH NAME: San Bernardino Superior Court</p>	
<p>PLAINTIFF/PETITIONER: Alejandro Alcantar DEFENDANT/RESPONDENT: Toyo Tire Holdings of Americas, Inc.</p>	
<p style="text-align: center;">NOTICE OF ENTRY OF JUDGMENT OR ORDER</p> <p>(Check one): <input checked="" type="checkbox"/> UNLIMITED CASE <input type="checkbox"/> LIMITED CASE (Amount demanded exceeded \$25,000) (Amount demanded was \$25,000 or less)</p>	<p>CASE NUMBER: CIVDS1917327/ Dept. S26</p>

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date):* **September 29, 2021**
2. A copy of the judgment, decree, or order is attached to this notice.

EXHIBIT A - Minute Order
EXHIBIT B - Final Approval Order and Judgment

Date: **October 1, 2021**

Edwin Aiwazian

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)



(SIGNATURE)

EXHIBIT A



SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO
San Bernardino District
247 West 3rd St
San Bernardino, CA 92415
www.sb-court.org

PORTAL MINUTE ORDER

Case Number: CIVDS1917327

Date: 9/29/2021

Case Title: ALCANTAR-V-TOYO TIRE

Department S26 - SBJC

Date: 9/29/2021

Time: 10:00 AM

Motion for Final Approval
of Class Action Settlement

Judicial Officer: David Cohn
Judicial Assistant: Jessica Morales
Court Reporter: Regina Vega
Court Attendant: Alfie Cervantes

Appearances

Attorney Margaux Roussel appears by CourtCall for Plaintiff ALEJANDRO ALCANTAR
Attorney Elizabeth Staggs-Wilson appears by CourtCall for Defendant TOYO TIRE HOLDINGS OF AMERICAS INC.
A CALIFORNIA CORPORATION

Proceedings

ALEJANDRO ALCANTAR's Motion for Final Approval of Class Action Settlement is heard.
No opposition presented.
Court and counsel have discussions regarding issues addressed in the written tentative.

Settlement is recited onto the record.

After further discussions, Court adopts its tentative ruling as follows:

Ruling

ALEJANDRO ALCANTAR's Motion for Final Approval of Class Action Settlement is granted.
The Court certifies the Class for settlement purposes.

Order and Judgment signed this date.

If counsel submit a declaration from the Claims Administrator and an amended judgment 10 days in advance of the hearing indicating all monies HAVE been disbursed, the hearing may be taken off-calendar and no appearance is required. Counsel to file the declaration and amended judgment directly in the department.

The Court sets this matter for a Hearing regarding distribution of funds as follows:
Court makes the following orders:
Stipulated Judgment - Before Trial

Hearings

Hearing re: Final Distribution of Funds set for 9/29/2022 at 9:00 AM in Department S26 - SBJC

== Minute Order Complete ==

EXHIBIT B

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 Edwin Aiwazian (SBN 232943)
2 Arby Aiwazian (SBN 269827)
3 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
4 Glendale, California 91203
5 Tel: (818) 265-1020 / Fax: (818) 265-1021

6 *Attorneys for Plaintiff and the Class*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 29 2021

BY 
JESSICA MORALES, DEPUTY

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN BERNARDINO**

10 ALEJANDRO ALCANTAR, individually,
11 and on behalf of other members of the
12 general public similarly situated;

13 Plaintiff,

14 vs.

15 TOYO TIRE HOLDINGS OF AMERICAS
16 INC., a California corporation; TOYO TIRE
17 U.S.A. CORP., a California corporation, and
18 NITTO TIRE U.S.A. INC., a California
19 corporation, and DOES 1 through 100,
20 inclusive,

21 Defendants.

Case No.: CIVDS1917327

Honorable David S. Cohn
Department S26

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: September 29, 2021
Time: 10:00 a.m.
Department: S26

Complaint Filed: June 10, 2019
FAC Filed: April 16, 2021
Jury Trial Date: None Set

1 This matter has come before the Honorable David S. Cohn in Department S26 of the
2 Superior Court of the State of California, for the County of San Bernardino, on September 29,
3 2021 at 10:00 a.m. for Plaintiff's Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees, Costs, and Enhancement Payment ("Motion for Final Approval"). Lawyers
5 *for Justice, PC* appeared on behalf of Plaintiff Alejandro Alcantar ("Plaintiff"), and Littler
6 Mendelson, P.C. appeared as counsel for Defendants Toyo Tire Holdings of Americas Inc.,
7 Toyo Tire U.S.A. Corp., and Nitto Tire U.S.A. Inc. (collectively, "Defendants").

8 On April 7, 2021, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of
11 Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
12 Agreement"), which together with the exhibits annexed thereto, set forth the terms and
13 conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS**
17 **FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with
24 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
25 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

26 The Class is hereby defined to include:

27 All current and former hourly-paid or non-exempt employees who worked for
28 Defendants within the State of California at any time during the period from June
10, 2015 through April 7, 2021 ("Class" or "Class Members").

1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Class Settlement; was the best notice practicable under the circumstances; was
5 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
6 State of California, the United States Constitution, due process and other applicable law. The Class
7 Notice fairly and adequately described the Settlement and provided the Class Members with
8 adequate instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to the Settlement submitted by Class Members. Accordingly, the Court
20 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
21 the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the Final
23 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard.
24 The Class Members also have had a full and fair opportunity to exclude themselves from the Class
25 Settlement by submitting to the Settlement Administrator a timely letter indicating a request to be
26 excluded from the Class Settlement (“Request for Exclusion”). Accordingly, the Court determines
27 that all Class Members who did not submit a valid and timely Request for Exclusion (“Qualified
28 Class Member”) are bound by all of the terms of the Settlement Agreement, including and not

1 limited to those pertaining to the Released Class Claims, and this Final Approval Order and
2 Judgment.

3 7. The Court finds that Class Member, Christle Kosaka, has timely and validly
4 requested to be excluded from the Class Settlement and will not be entitled to any recovery under
5 the Class Settlement and will not be bound by the terms of the Class Settlement or have any right
6 to object, appeal, or comment thereon.

7 8. The Court finds that payment of Settlement Administration Costs in the amount of
8 \$9,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
9 notice and settlement administration process. It is hereby ordered that the Settlement
10 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
11 \$9,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

12 9. The Court finds that the Enhancement Payment sought is fair and reasonable for the
13 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
14 Administrator issue payment in the amount of \$8,500.00 to Plaintiff Alejandro Alcantar for his
15 Enhancement Payment, according to the terms and methodology set forth in the Settlement
16 Agreement.

17 10. The Court finds that the allocation of \$20,000.00 toward penalties under the
18 California Private Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and
19 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
20 Payment as follows: the amount of \$15,000.00 to the California Labor and Workforce
21 Development Agency, and the amount of \$5,000.00 to be distributed to any current and former
22 hourly-paid or non-exempt employees who worked for the Defendants in the State of California
23 during the period from December 13, 2018 to April 7, 2021 ("PAGA Releasees"), according to
24 the terms and methodology set forth in the Settlement Agreement.

25 11. The Court finds that the request for attorneys' fees in the amount of ~~\$192,500.00~~ ^{\$ 183,373.33} to
26 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
27 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
28 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the

~~\$192,500.00~~ ^{H 183,333.33}
1 amount of \$192,500.00 to Class Counsel for attorneys' fees, in accordance with the terms and
2 methodology set forth in the Settlement Agreement.

3 12. The Court finds that reimbursement of litigation costs and expenses in the amount
4 of \$19,352.06 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
5 Settlement Administrator issue payment in the amount of \$19,352.06 to Class Counsel for
6 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
7 forth in the Settlement Agreement.

8 13. The Court hereby enters Judgment by which the Qualified Class Members shall be
9 conclusively determined to have given a release of any and all Released Class Claims against the
10 Released Parties, as set forth in the Settlement Agreement and Class Notice.

11 a. "Released Class Claims" means all claims set forth in the Operative
12 Complaint¹ (or any of the complaints in the Action) against the Released Parties or which could
13 have been pled in the Operative Complaint (or any of the complaints in the Action), excluding the
14 Released PAGA Claims addressed separately, based on the factual allegations therein, that arose
15 during the Class Period, including:

- 16 • Any claims for unpaid wages (including but not limited to minimum wages, regular wages and overtime pay);
- 17 • Failure to provide meal periods and/or to pay meal period penalties;
- 18 • Failure to authorize and permit rest periods and/or pay rest period penalties;
- 19 • Inaccurate itemized wage statements;
- 20 • Improper payroll records maintenance;
- 21 • Failure to timely pay all wages during and at separation from employment;
- 22 • Failure to reimburse employees for necessary business expenditures;
- 23 • Unfair business practices;
- 24 • Claims under the Fair Labor Standards Act for unpaid wages (including but not limited to minimum wages, regular wages and overtime pay), improper itemized wage statements, improper payroll records maintenance, and failure to pay all wages due at the time of termination;
- 25 • For violations of California Labor Code sections 201 through 204, 226, 226.7, 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698 *et seq.* and related provisions contained in the California Wage Orders and the California Business and Professions Code predicated on such Labor Code

26
27 ¹ Operative Complaint" means the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* that Plaintiff shall file, which (1) add claims under the Private Attorneys General Act (Labor Code § 2698 *et seq.*) ("PAGA") and the Fair Labor Standards Act ("FLSA") and (2) add Defendant Toyo Tire Holdings of Americas Inc.'s subsidiaries—Toyo Tire U.S.A. Corp. and Nitto Tire U.S.A. Inc.—as defendants.
28

sections and California Wage Orders, including but not limited to Business and Professions Code section 17200 *et seq.*; and

- Any claim for any statutory penalty that could have been asserted based on the facts alleged in the Action under California law that arise from the allegations as pled, as well as any claims for restitution, conversion, punitive damages, liquidated damages, equitable relief, damages, penalties related claims arising from the facts and claims alleged in the Action, interest, costs and attorneys' fees related to these claims based on the facts and causes of action alleged in the Action.

b. "Released Parties" means Defendants Toyo Tire Holdings of Americas Inc., Toyo Tire U.S.A. Corp., and Nitto Tire U.S.A. Inc. and their present and former parent companies, present owners, former owners, subsidiaries, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and predecessors in interest, and assigns, and any individual or entity which could be jointly liable with Defendants, or any of them.

14. The Court hereby enters Judgment by which the PAGA Releasees shall be conclusively determined to have given a release of any and all Released PAGA Claims against the Released Parties, as set forth in the Settlement Agreement and Class Notice.

a. "Released PAGA Claims" means any and all PAGA claims premised in whole or in part on any of the claims, facts, or allegations set forth in the Action, PAGA Notice², or Operative Complaint, that arose at any time during the PAGA Settlement Period.

15. It is hereby ordered that Defendants shall make a one-time deposit of the Gross Settlement Amount into an account established by the Settlement Administrator within twenty (20) business days of the Effective Date³, in accordance with the terms and methodology set forth in the Settlement Agreement.

² "PAGA Notice" means the letter Plaintiff submitted to the Labor and Workforce Development Agency ("LWDA") for the purpose of complying with Labor Code § 2699.3's notice requirement, giving notice of Plaintiff's allegations based upon the legal claims set forth in the Action.

³ "Effective Date" means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Settlement or opt out of the Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court entered a Final Approval Order and Judgment; and (6) in the event there are written objections filed prior to the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: five business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment

(Footnote continued)

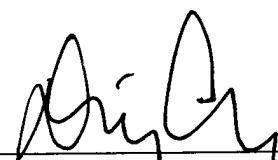
1 16. It is hereby ordered that the Settlement Administrator shall distribute Individual
2 Settlement Payments to Qualified Class Members within ten (10) business days after Defendant
3 funds the Gross Settlement Amount, according to the methodology and terms set forth in the
4 Settlement Agreement.

5 17. It is hereby ordered that the Settlement Administrator shall distribute Individual
6 PAGA Payments to PAGA Releasees within ten (10) business days after Defendant funds the
7 Gross Settlement Amount, according to the methodology and terms set forth in the Settlement
8 Agreement.

9 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules
10 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
11 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
12 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
13 any dispute arising from or in connection with the distribution of settlement benefits.

14 19. Notice of entry of this Final Approval Order and Judgment shall be given to the
15 Class Members and PAGA Releasees by posting a copy of the Final Approval Order and Judgment
16 on Phoenix Settlement Administrators' website for a period of at least sixty (60) calendar days
17 after the date of entry of this Final Approval Order and Judgment. Individualized notice is not
18 required.

19
20 Dated: 9/29/21
21


22 HONORABLE DAVID S. COHN
23 JUDGE OF THE SUPERIOR COURT

24
25
26
27
28 4848-5821-1578.1 / 103993-1001

_____ has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.

1 **PROOF OF SERVICE**

2 *STATE OF CALIFORNIA, COUNTY OF LOS ANGELES*

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203,
5 Glendale, California 91203.

6 On October 1, 2021, I served the foregoing document(s) described as:

- 7
 - **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

8 on interested parties in this action as follows:

9 Elizabeth Staggs Wilson (EStaggs-Wilson@littler.com)

10 James Payer (JPayer@littler.com)

11 **LITTLER MENDELSON, P.C.**

12 633 West 5th Street, 63rd Floor

13 Los Angeles, California 90071

14 *Attorneys for Defendants Toyo Tire Holdings of Americas Inc., Toyo Tire U.S.A. Corp., and*
15 *Nitto Tire U.S.A. Inc.*

16 **[X] BY E-MAIL**

17 The above-referenced document was transmitted to the person(s) at the e-mail addresses
18 listed herein at their most recent known e-mail address or e-mail of record in this action. I
19 did not receive, within reasonable time after the transmission, any electronic message or
20 other indication that the transmission was unsuccessful.

21 State of California, Labor & Workforce Development Agency

22 Web URL:

23 <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

24 **[X] BY ONLINE SUBMISSION**

25 The foregoing documents were transmitted to the California Labor and Workforce
26 Development Agency through the online system established for the submission of notices
27 and documents, in conformity with California Labor Code section 2699(l). I did not
28 receive, within a reasonable time after the transmission, any electronic message or other
indication that the transmission was unsuccessful.

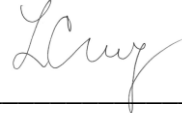
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[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 1, 2021, at Glendale, California.



Lindsey Crosby