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11 Facsimile: (213) 788-4450

12 Attorneys for Plaintiff STEVEN D. SALDIVAR and all other similarly situated persons

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15 STEVEN D. SALDIVAR, on behalf of
16 himself and all others similarly situated

17 Plaintiff,

18 v.

19 W. A. THOMPSON DISTRIBUTING CO.
20 OF MOJAVE, a California corporation;
21 and DOES 1-20, inclusive,

22 Defendants.

Case No. 19STCV41168
Unlimited Civil

Assigned for All Purposes to:
The Hon. Elihu M. Berle
Dept.: SSC-6

23 **NOTICE OF ENTRY OF JUDGMENT AND
24 ORDER**

Filing Date: November 15, 2019
Trial Date: None Set

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

2 **PLEASE TAKE NOTICE** that on December 16, 2021, the Honorable Elihu M. Berle
3 in Department SSC-6 of the Los Angeles County Superior Court granted final approval of the
4 class action settlement in this action and issued Judgment.

5 Attached hereto as **Exhibit A** is a true and correct copy of the Order of Final Approval
6 and Judgment.

7 Dated: February 4, 2022

VERUM LAW GROUP, APC

8
9 By:  _____

10 Sam Kim
11 Attorney for Plaintiff STEVEN SALDIVAR and
12 all other similarly situated persons
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EXHIBIT A

FILED
Superior Court of California
County of Los Angeles
12/16/2021

Sherri R. Carter, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

STEVEN D. SALDIVAR, on behalf of
himself and all others similarly situated

Plaintiff,

v.

W. A. THOMPSON DISTRIBUTING CO.
OF MOJAVE, a California corporation;
and DOES 1-20, inclusive,

Defendants.

Case No. 19STCV41168
Unlimited Civil

Assigned for All Purposes to:
The Hon. Elihu M. Berle
Dept.: SSC-6

[PROPOSED] JUDGMENT

Hearing Date: December 16, 2021
Time: 9:00 a.m.

Filing Date: November 15, 2019
Trial Date: None Set

[PROPOSED] JUDGMENT

Pursuant to the Order Granting Motion for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees and Costs (“Final Approval Order”), JUDGMENT IS HEREBY ENTERED AS FOLLOWS:

1. This Judgment is entered in accordance with and incorporates by reference the Court’s Order Granting Final Approval of Class Action Settlement and Motion for Attorneys’ Fees and Costs, and the definitions in the Stipulation Re: Settlement of Class Action Settlement

1 and Addendum to Stipulation Re: Class Action Settlement (collectively, “Settlement” or
2 “Settlement Agreement”) attached as Exhibit A to the Declaration of Sam Kim in Support of
3 Plaintiff’s Motion For Final Approval of Class Action Settlement filed on October 15, 2021,
4 and all terms defined therein shall have the same meaning as set forth in the Settlement
5 Agreement. Pursuant to Rule 3.769 (h) of the California Rules of Court, the Court hereby
6 enters judgment consistent with and expressly set forth in the Settlement Agreement in the
7 above-entitled case for Plaintiff Steven D. Saldivar and Participating Settlement Class
8 Members.

9 2. Class Counsel shall file this Judgment, and provide the same to the Settlement
10 Administrator, who shall post the Judgment on the Settlement Administrator’s website
11 (<http://www.phoenixclassaction.com/class-action-lawsuits/judgements/>) within seven (7)
12 calendar days after Judgement. The Settlement Administrator shall post a copy of this signed
13 judgment for one hundred eighty (180) calendar days on its website in compliance with Rule
14 3.771(b) of the California Rules of Court in order to provide notice to the Participating
15 Settlement Class Members of this Judgment.

16 3. The Participating Settlement Class Members bound by this Judgment include
17 “all current and former non-exempt employees, who work or worked for Defendant, from
18 March 10, 2017 to December 31, 2019, who have not previously signed a severance agreement
19 or previously released the Released Claims” and who did not file a timely and proper request
20 for exclusion from the Action. (“Participating Settlement Class Member”).

21 4. There were no valid opt outs by any Class Member to the Settlement Agreement.

22 5. The Individual Settlement Payments to Participating Settlement Class Members
23 shall be made from the Net Settlement Amount according to the terms of the Settlement
24 Agreement. The Net Settlement Amount is equal to the Gross Settlement Amount of
25 \$100,000.00 minus the following payments:

- 26 a. \$6,000.00 shall be paid to class representative Plaintiff, Steven D. Saldivar;
- 27 b. \$4,250.00 in settlement administration fees and costs shall be paid to Phoenix
28 Settlement Administrator for the fees and costs of administering the Settlement;

1 c. \$33,333.33 in attorney’s fees shall be paid as follows: \$20,000.00 to Verum Law
2 Group, APC (“Class Counsel”) and \$13,333.33 to the Law Offices of Anthony
3 Choe;

4 d. \$11,000.00 in costs shall be paid as follows: \$10,593.96 to Verum Law Group
5 and \$406.04 to the Law Offices of Anthony Choe;

6 6. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h)
7 of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over
8 this action, the Plaintiff, Class Members, and Defendant for the purposes of: (a) supervising
9 the implementation, enforcement, construction, and interpretation of the Settlement
10 Agreement, the Final Approval Order, and this Judgment; and (b) supervising distribution of
11 amounts paid under this settlement.

12 7. The scope of the release for Participating Settlement Class Members is as
13 follows: “all claims alleged in the First Amended Complaint, or that could have been alleged
14 based on the facts alleged in the First Amended Complaint, including, but not limited to: (1)
15 unpaid wages, (2) unpaid minimum wages; (3) unpaid overtime; (4) failure to provide meal periods; (5)
16 failure to pay wages timely during employment; (6) failure to pay final wages timely; (7) failure to give
17 accurate itemized wage statements; (8) failure to maintain payroll records; (9) unreimbursed business
18 expenses; (10) violation of unfair competition law; or any penalties arising under the Labor Code or
19 Wage Order based on the alleged failures set forth in (1) through (10) above; any right or claim
20 for unfair business practices in violation of California Business & Professions Code § 17200
21 et seq. based on the alleged failures set forth in (1) through (10) above; and any violation of
22 the California Labor Code arising from the alleged facts, or those claims that could have been
23 alleged based on the facts alleged in First Amended Complaint, including, without limitation,
24 violation of Sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 2802.
25 (“Released Claims”).

26 8. In addition, each Participating Settlement Class Member will release Defendant,
27 and all of its current and former agents, officers, members, owners, shareholders, directors,
28 attorneys, partners, employees, including without limitation, its parent, subsidiary, related and

1 affiliated companies, affiliated entities, and owners (the “Released Parties”) from the “Released
2 Claims.”

3 9. The distribution of uncashed or undeliverable checks under the Settlement
4 Agreement will be to CASA of Los Angeles.

5 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

6 Dated: F061106



Elihu M. Berle

The Hon. Elihu M. Berle

Elihu M. Berle / Judge

1 **PROOF OF SERVICE**

2 CCP §1013a(3)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of
5 eighteen years and not a party to the within action; my business address is 841 Apollo Street, Suite
6 340, El Segundo, California 90245.

7 On October 14, 2021, I served the foregoing document(s), described as: **[PROPOSED]**
8 **JUDGMENT**, on each of the interested parties in this action, addressed as follows (or as addressed
9 on the attached mailing list):

9 Attorneys for Defendant(s) W.A. Thompson
10 Distributing Co. of Mojave

Attorneys for Plaintiff(s): Steven D.
Saldivar

11 Daniel Klingenberger
12 **LEBEAU THELEN**
13 5001 E. Commercenter Drive, Suite 300
14 P.O. Box 12092
15 Bakersfield, CA 93389-2092
16 Phone: 661-325-8962
17 Fax: 661-325-1127
18 dklingenberger@lebeauthelen.com

Anthony Choe
LAW OFFICES OF ANTHONY CHOE
3700 Wilshire Boulevard, Ste 260
Los Angeles, CA 90010
Telephone: (213) 788-4448
Facsimile: (213) 788-4450
anthony@choelawfirm.com

16 **(CASE ANYWHERE)**: Based on a court order or an agreement of the parties to accept
17 service by electronic transmission using Case Anywhere, I caused the documents to be sent
18 to the persons at the electronic notification addresses listed above (or on the attached service
19 list). I did not receive, within a reasonable time after the transmission, any electronic
20 message or other indication that the transmission was unsuccessful.

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

22 Executed on **October 14, 2021**, at El Segundo, California.

23 

24 Carla Flores

Electronically Received 10/14/2021 07:32 PM

FILED
Superior Court of California
County of Los Angeles
12/16/2021

Sherri R. Carter, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

STEVEN D. SALDIVAR, on behalf of
himself and all others similarly situated

Plaintiff,

v.

W. A. THOMPSON DISTRIBUTING CO.
OF MOJAVE, a California corporation;
and DOES 1-20, inclusive,

Defendants.

Case No. 19STCV41168
Unlimited Civil

Assigned for All Purposes to:
The Hon. Elihu M. Berle
Dept.: SSC-6

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES AND COSTS**

Hearing Date: December 16, 2021
Time: 9:00 a.m.

Filing Date: November 15, 2019
Trial Date: None Set

This matter came on for hearing on December 16, 2021 at 9:00 a.m., in Department SSC-6 of the above-referenced Court, located at 312 North Spring Street, Los Angeles, CA 90012, on the Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees and Costs (collectively, "Motions"). Plaintiff Steven D. Saldivar appeared through his attorneys of record. Defendant W.A. Thompson Distributing Co. of Mojave ("Defendant"), appeared through its counsel of record.

Having fully reviewed and considered the Motions and moving papers, and having

**~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES AND COSTS**

1 analyzed the Stipulation Re: Class Action Settlement and Addendum to Stipulation Re: Class
2 Action Settlement (collectively, “Settlement” or “Settlement Agreement”) attached as Exhibit A
3 to the Declaration of Sam Kim filed concurrently with the Motions, and the record and
4 proceedings herein, having determined that the Settlement is fair, adequate, and reasonable, and
5 otherwise being fully informed, the Court finds, concludes, and hereby orders as follows:

6 1. This Order Granting Final Approval of Class Action Settlement incorporates by
7 reference the definitions set forth in the Settlement Agreement, attached as Exhibit “A” to the
8 Declaration of Sam Kim filed with the Motions, and all terms used herein shall have the same
9 meanings as set forth in the Settlement Agreement.

10 2. The Court hereby approves the terms set forth in the Settlement Agreement and
11 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and in the
12 best interests of the Class, and directs the Parties to effectuate the Settlement Agreement
13 according to its terms. The Court has jurisdiction over the subject matter of this proceeding and
14 over all Parties to this proceeding, including Class Members.

15 2. The Court certifies the class under California Code of Civil Procedure section
16 382 for purposes of settlement only based on the reasons set forth in this Order, and defined as
17 follows: “all current and former non-exempt employees, who work or worked for Defendant,
18 from March 10, 2017 to December 31, 2019, who have not previously signed a severance
19 agreement or previously released the Released Claims” and who did not file a timely and proper
20 request for exclusion from the Action. (“Participating Settlement Class Member”).

21 3. Each Participating Class Member will release Defendant, and all of its current
22 and former agents, officers, members, owners, shareholders, directors, attorneys, partners,
23 employees, including without limitation, its parent, subsidiary, related and affiliated
24 companies, affiliated entities, and owners (the “Released Parties”) from the “Released Claims,”
25 as defined below.

26 4. The scope of the release for Participating Settlement Class Member is as
27 follows: “all claims alleged in the First Amended Complaint, or that could have been alleged
28 based on the facts alleged in the First Amended Complaint, including, but not limited to: (1)

1 unpaid wages, (2) unpaid minimum wages; (3) unpaid overtime; (4) failure to provide meal periods; (5)
2 failure to pay wages timely during employment; (6) failure to pay final wages timely; (7) failure to give
3 accurate itemized wage statements; (8) failure to maintain payroll records; (9) unreimbursed business
4 expenses; (10) violation of unfair competition law; or any penalties arising under the Labor Code or
5 Wage Order based on the alleged failures set forth in (1) through (10) above; any right or claim
6 for unfair business practices in violation of California Business & Professions Code § 17200
7 et seq. based on the alleged failures set forth in (1) through (10) above; and any violation of
8 the California Labor Code arising from the alleged facts, or those claims that could have been
9 alleged based on the facts alleged in First Amended Complaint, including, without limitation,
10 violation of Sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 2802.
11 (“Released Claims”).

12 5. In addition to the Released Claims, Plaintiff acknowledges that he is aware that
13 he or his attorneys may hereafter discover claims or facts in addition to or different from those
14 now known or believed to be true with respect to the subject matter of this Settlement
15 Agreement and/or the Released Claims. Plaintiff hereby fully release and forever discharges
16 the Released Parties from any and all claims, causes of action, damages, wages, benefits,
17 expenses, penalties, debts, liabilities, demands, obligations, attorney’s fees, costs, and any
18 other form of relief or remedy in law, equity, or whatever kind or nature, whether known or
19 unknown, suspected or unsuspected (exclusive of any workers’ compensation claims),
20 including but not limited to: (1) the Action and any claims arising out of or related to the Action;
21 (2) any claims for wrongful termination, discrimination, harassment, and/or retaliation; (3) any
22 act, omission, or occurrence arising out of or related to Plaintiff’s employment with Defendant
23 occurring on and before the Final Effective Date of the Settlement; and (4) and any other form
24 of relief or remedy of any kind, nature, or description whatsoever, whether premised on statute,
25 contract, tort or other theory of liability under state, federal or local law. Plaintiff hereby agrees
26 that, notwithstanding § 1542 of the California Civil Code, all claims that Plaintiff may have,
27 known or unknown, suspected or unsuspected, are hereby released. Section 1542 provides: “A
28 general release does not extend to claims that the creditor or releasing party does not know or

1 suspect to exist in his or her favor at the time of executing the release and that, if known by
2 him or her, would have materially affected his or her settlement with the debtor or released
3 party.” Plaintiff expressly waives the provisions of § 1542 with full knowledge and with the
4 specific intent to release all known or unknown, suspected or unsuspected claims arising on or
5 before the Effective Date of the Settlement, and therefore specifically waives the provisions of
6 any statute, rule, decision or other source of law of the United States or of any state of the
7 United States or any subdivision of a state which prevents release of unknown claims.

8 6. The distribution of the Notice of Proposed Class Action Settlement (“Class
9 Notice”) to the Class as set forth in the Settlement Agreement has been completed in conformity
10 with the Preliminary Approval Order. The Class Notice provided adequate notice of the
11 proceedings and about the case, including the proposed settlement terms as set forth in the
12 Settlement Agreement. The Class Notice fully satisfied due process requirements. The Class
13 Notice was sent via U.S. Mail in English to all persons entitled to such notice and to all Class
14 Members who could be identified through reasonable effort. As executed, the Class Notice as
15 the best notice practicable under the circumstances. Class Members were afforded the
16 opportunity to exclude themselves or object to the Settlement. No Class Member objected to
17 the Settlement, and no Opt-Out Requests were made.

18 3. The Court finds that the Settlement Agreement has been reached as a result of
19 informed and non-collusive arms-length negotiations. Consummation of the Settlement in
20 accordance with the terms and provisions of the Settlement Agreement is therefore approved.
21 The Settlement Agreement shall be binding upon all Participating Settlement Class Members
22 who did not timely opt out.

23 4. The Settlement Agreement is not an admission by Defendant, nor is this Order a
24 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order,
25 the Settlement Agreement, or any document referred to herein, or any action taken to carry out
26 the Settlement Agreement, shall be construed or deemed to be an admission of liability,
27 culpability, negligence, or wrongdoing on the part of Defendant.

1 5. The Gross Settlement Amount is One Hundred Thousand Dollars and Zero Cents
2 (\$100,000.00), which shall represent the total consideration to be paid by Defendant pursuant to
3 the terms of the Settlement, and shall be paid as follows: Defendant shall fund the Gross
4 Settlement Amount (“GSA”) of \$100,000.00 within 14-calendar days following final approval
5 of the class settlement in the event no objection to the settlement is filed. In the event an objection
6 is filed, the GSA shall be due and paid within 14-days following the expiration of the period to
7 file an appeal, subject to Court approval.

8 6. The Court hereby confirms that Plaintiff Steven D. Saldivar is approved as the
9 Class Representative in this Action. The Court further awards a Service Award of \$6,000.00 to
10 Plaintiff Steven D. Saldivar. The payment of the Service Award to the Class Representative shall
11 be made in accordance with the terms of the Settlement Agreement.

12 7. The Court hereby approves Sam Kim and Yoonis Han of Verum Law Group, APC
13 as Class Counsel, and awards attorneys’ fees in the amount of \$33,333.33 as follows: \$20,000.00
14 to Verum Law Group, APC and \$13,333.33 to the Law Offices of Anthony Choe. The Court
15 hereby awards costs in the amount of \$11,000.00 as follows: \$10,593.96 to Verum Law Group,
16 APC and \$406.04 to the Law Offices of Anthony Choe. These amounts shall be final payment
17 for and completely satisfy any and all attorneys’ fees and costs incurred by and/or owed to Class
18 Counsel. The Court finds that Class Counsel’s requested attorneys’ fees and costs fall within the
19 range of reasonableness. The payment of fees and costs to Class Counsel shall be made in
20 accordance with the Settlement Agreement.

21 8. The Court further approves the payment of \$4,250.00 to Phoenix Settlement
22 Administrators for the fees and costs of administering the Settlement as set forth in the Settlement
23 Agreement. The payment authorized by this paragraph shall be paid in accordance with the terms
24 of the Settlement Agreement.

25 9. The Settlement Administrator shall promptly calculate and mail the checks to
26 those Participating Settlement Class Members who have not properly opted out and cause to be
27 paid attorneys’ fees, costs, and Service Award, as approved by the Court and in accordance with
28 the terms of the Settlement Agreement. A Class Member must cash his or her Check within One

1 Hundred Eighty (180) days after it is mailed to him or her. Any Check that is not negotiated
2 within One Hundred Eighty (180) days of mailing to a Participating Settlement Class Member,
3 or that is undeliverable, shall be distributed to CASA of Los Angeles.

4 10. The Court finds that there is good cause pursuant to Code of Civil Procedure
5 section 384 to transmit unclaimed funds in this manner.

6 11. The Parties agree that, upon final approval of the Settlement, the Court shall enter
7 Judgment on the terms set forth herein. The Court shall have continuing jurisdiction over the
8 construction, interpretation, implementation and enforcement of the Settlement Agreement
9 according to its terms, and over the administration and distribution of the settlement proceeds.

10 12. The Order shall be entered pursuant to the Settlement Agreement and is intended
11 to effectuate the settlement as more fully described in the Settlement Agreement. In the event
12 that the Settlement does not become effective in accordance with the terms of the Settlement
13 Agreement, then this Order shall be rendered null and void to the extent provided by and in
14 accordance with the Settlement Agreement and shall be vacated.

15 13. The court sets a Final Report Hearing for 11:00 a.m. (est. 8 months
16 after final approval is granted) at 11:00 a.m. a.m./p.m., to confirm that distribution efforts are
17 fully completed, including the distribution of uncashed Class Member checks to CASA of Los
18 Angeles, that the Administrator's work is complete, and that the court's file thus may be
19 closed. All supporting papers must be filed at least two weeks before the Final Report Hearing
20 date.

21 **IT IS SO ORDERED.**



Elihu M. Berle

22
23 Dated: _____

~~Elihu M. Berle / Judge~~
The Hon. Elihu M. Berle

1 **PROOF OF SERVICE**

2 CCP §1013a(3)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of
5 eighteen years and not a party to the within action; my business address is 841 Apollo Street, Suite
6 340, El Segundo, California 90245.

7 On October 14, 2021, I served the foregoing document(s), described as: **[[PROPOSED]**
8 **ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND**
9 **MOTION FOR ATTORNEYS’ FEES AND COSTS**, on each of the interested parties in this
10 action, addressed as follows (or as addressed on the attached mailing list):

11 Attorneys for Defendant(s) W.A. Thompson
12 Distributing Co. of Mojave

Attorneys for Plaintiff(s): Steven D.
Saldivar

11 Daniel Klingenberger
12 **LEBEAU THELEN**
13 5001 E. Commercenter Drive, Suite 300
14 P.O. Box 12092
15 Bakersfield, CA 93389-2092
16 Phone: 661-325-8962
17 Fax: 661-325-1127
18 dklingenberger@lebeauthelen.com

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3700 Wilshire Boulevard, Ste 260
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Facsimile: (213) 788-4450
anthony@choelawfirm.com

16 **(CASE ANYWHERE)**: Based on a court order or an agreement of the parties to accept
17 service by electronic transmission using Case Anywhere, I caused the documents to be sent
18 to the persons at the electronic notification addresses listed above (or on the attached service
19 list). I did not receive, within a reasonable time after the transmission, any electronic
20 message or other indication that the transmission was unsuccessful.

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

23 Executed on **October 14, 2021**, at El Segundo, California.

24 
25 _____
26 Carla Flores

1 **PROOF OF SERVICE**

2 CCP §1013a(3)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of
5 eighteen years and not a party to the within action; my business address is 841 Apollo Street, Suite
6 340, El Segundo, California 90245.

7 On February 4, 2022, I served the foregoing document(s), described as: **NOTICE OF**
8 **ENTRY OF JUDGMENT AND ORDER**, on each of the interested parties in this action, addressed
as follows (or as addressed on the attached mailing list):

9 Attorneys for Defendant(s) W.A. Thompson
10 Distributing Co. of Mojave

Attorneys for Plaintiff(s): Steven D.
Saldivar

11 Daniel Klingenberg
12 **LEBEAU THELEN**
13 5001 E. Commercenter Drive, Suite 300
14 P.O. Box 12092
15 Bakersfield, CA 93389-2092
Phone: 661-325-8962
Fax: 661-325-1127
dklingenberger@lebeauthelen.com

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17 service by electronic transmission using Case Anywhere, I caused the documents to be sent
18 to the persons at the electronic notification addresses listed above (or on the attached service
19 list). I did not receive, within a reasonable time after the transmission, any electronic
message or other indication that the transmission was unsuccessful.

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

22 Executed on **February 4, 2022**, at El Segundo, California.

23 

24 Carla Flores