FILED
Superior Court of California
County of Los Angeles

09/09/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: _____R. Aspiras_____ 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]** AMENDED JUDGMENT Hearing Date: September 16, 2022 Time: 8:30 a.m. Filing Date: November 15, 2019 Trial Date: None Set

[PROPOSED] AMENDED 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

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

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

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

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

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

    a. $6,000.00 shall be paid to class representative Plaintiff, Steven D. Saldivar;

    b. $4,250.00 in settlement administration fees and costs shall be paid to Phoenix Settlement Administrator for the fees and costs of administering the Settlement;

c. $33,333.33 in attorney's fees shall be paid as follows: $20,000.00 to Verum Law Group, APC ("Class Counsel") and $13,333.33 to the Law Offices of Anthony Choe;

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

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

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

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

affiliated companies, affiliated entities, and owners (the "Released Parties") from the "Released Claims."

9.   The distribution of uncashed or undeliverable checks under the Settlement Agreement will be to CASA of Los Angeles in the amount of $7,350.04.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Elihu M. Berle

Dated: _____

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

PROOF OF SERVICE

CCP §1013a(3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 360 N. Pacific Coast Hwy. Suite 1025, El Segundo, California 90245.

On September 6, 2022, I served the foregoing document(s), described as: **[PROPOSED] AMENDED JUDGMENT,** on each of the interested parties in this action, addressed as follows (or as addressed on the attached mailing list):

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

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

Executed on **September 6, 2022**, at El Segundo, California.

_____
Carla Flores