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FILED

KERN COUNTY SUPERIOR COURT
01/13/2023

BY Evans, Gricelda
DEPUTY

Attorneys for Plaintiffs, JOSE MANUEL ALAMO and BLAS NOE LICANO MUNOZ, on behalf of themselves and or all similarly situated persons
Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

JOSE MANUEL ALAMO and BLAS NOE
LICANO MUNOZ, on behalf of themselves, and
for all similarly situated persons, and the general
public;

Plaintiff,

v.

LEHR BROTHERS, INC., a California
Corporation; and DOES 1 through 50, inclusive;

Defendant.

Case No.: BCV-20-102932

Division: H, Hon. Bernard C. Barmann

~~[PROPOSED]~~
FINAL JUDGMENT

Date: January 13, 2023

Time: 08:30 a.m.

Dept.: H

Judge: Hon. Bernard C. Barmann

On or about January 13, 2023, this Court heard and entered an Order granting Plaintiffs Jose Manuel Alamo's and Blas Noe Licano Munoz's ("Plaintiffs"), individually and on behalf of all others similarly situated and the general public, Motion for Final Approval of the Class Action and PAGA Settlement (the "Final Approval Order") with respect to that Class Action and PAGA Settlement Agreement entered into by and between Plaintiffs and Defendant Lehr Brothers, Inc. ("Defendant") [collectively, the "Parties"]. For purposes of this Judgment, a true and correct copy of the Class Action and PAGA Settlement (the "Settlement" or "Settlement Agreement") is attached as Exhibit A to the

1 Declaration of Amir H. Seyedfarshi ["Seyedfarshi Declaration"] in Support of the Motion for
2 Preliminary Approval of Class Settlement, filed on July 25, 2022, and all terms, provisions, releases,
3 and conditions are incorporated herein by this reference to the Settlement Agreement as if fully and
4 expressly set forth hereunder.

5 **NOW THEREFORE, AS A RESULT OF THE FOREGOING, THE SETTLEMENT**
6 **AGREEMENT REACHED BY AND BETWEEN THE PARTIES, THIS COURT'S FINAL**
7 **APPROVAL ORDER, AND GOOD CAUSE APPEARING, IT IS ADJUDGED AND**
8 **DECREED AS FOLLOWS:**

9 1. All terms, provisions, and conditions of the Settlement Agreement and the Final
10 Approval Order are incorporated herein by this reference and made part of this Final Judgment for
11 purposes of resolving this action fully and finally.

12 2. All Two Hundred Seventy Four (274) Class Members, including Plaintiffs, having not
13 objected to or having requested to be excluded or having opted-out from the Settlement, shall hereby
14 be bound and subject to the Final Approval Order issued by the Court, this Judgment, and all terms,
15 provisions, releases, and conditions set forth under the Settlement Agreement.

16 3. All One Hundred Seventy One PAGA Employees, including Plaintiffs, are and shall
17 hereby be bound and subject to the Final Approval Order issued by the Court, this Judgment, and all
18 terms, provisions, releases, and conditions set forth under the Settlement Agreement.

19 4. Defendant shall fund the Settlement and remit to the Settlement Administrator the Gross
20 Settlement Amount of Two Hundred Seventy Five Thousand Dollars and Zero Cents (**\$275,000.00**) in
21 accordance and compliance with the terms and conditions of the Settlement Agreement and the
22 allocations set forth under the Final Approval Order.

23 5. Consistent with and subject to the terms, provisions, and conditions of the Settlement
24 Agreement, all Plaintiffs, Class Members, and all Releasing Parties shall forever release and discharge
25 Defendant Lehr Brothers, Inc. and each and every of its respective former, present, and future owners,
26 parents, subsidiaries, affiliates, shareholders, predecessors and successors in interest, and related
27 entities; its current, former, and future officers, directors, supervisors, employees, fiduciaries, trustees,
28 representatives, agents, attorneys insurers, predecessors and successors in interest, assigns, and benefit

1 plans; and any individual or entity which could be held jointly liable with Defendant from any and all
2 claims, causes of action, and violations, whether known or unknown, asserted or unasserted or could
3 have been asserted, patent or latent, and irrespective of the factual basis for such claims or causes of
4 action, as set forth under the Settlement Agreement. Without creating a conflict with respect to
5 application of or with respect to the terms and provisions applicable to releases to be made and
6 effectuated pursuant to the Settlement Agreement, all terms and provisions defining and establishing
7 releases to be made under, by, and through the Settlement Agreement are incorporated herein by this
8 reference to the as if fully set forth hereunder this Judgment. Plaintiffs, Class Members, and all other
9 Releasing Parties shall be permanently barred, estopped, and enjoined from prosecuting against
10 Defendant and the other Released Parties any and all such claims released and discharged under the
11 Settlement Agreement.

12 6. The terms, provisions, releases, and conditions set forth under the Settlement
13 Agreement are, in all respects, fair, adequate, and reasonable, consistent and compliant with applicable
14 requirements and legal requirements of including, but not limited to, the California Labor Code,
15 California Code of Civil Procedure, the California and United States Constitutions, including the Due
16 Process clauses, the California Rules of Court, and any other applicable law or regulation, and in the
17 best interests of each of the Parties and Class Members.

18 7. The Parties shall bear their own respective attorneys' fees and costs, except as provided
19 under and pursuant to the Settlement Agreement and/or the Final Approval Order.


20 8. The Court retains continuing jurisdiction over the Action and the Settlement, including
21 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the
22 Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-
23 Judgment matters as may be appropriate under court rules or applicable law.

24 9. This Final Judgment is intended to be a final disposition of the above captioned action
25 in its entirety, and is intended to be immediately appealable. This Judgment resolves and extinguishes
26 all claims released and to be released by including, but not limited to, Plaintiffs, Class Members,
27 Aggrieved Employees, and all other Releasing Parties, as set forth under the Settlement Agreement,
28 against Defendant. Nothing in this Final Judgment is or may be deemed to be an admission of liability,

1 guilt, fault, or wrongdoing, in any manner, by Defendant as to any claims, causes of action, allegations,
2 wrongdoing, or contended violations asserted or could have been asserted under Plaintiffs' operable
3 complaint or placed at issue in this action, nor is this Judgment a finding, ruling, order, or judgment as
4 to the validity, sufficiency, actuality of any claims, causes of action, allegations, contended violations,
5 or any wrongdoing by Defendant. Neither the Judgment, Final Approval Order, the Settlement
6 Agreement, nor any document referred to therein, nor any action taken to carry out the Settlement
7 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
8 concession, or liability whatsoever by or against Defendant.

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10 **FINAL JUDGMENT IS HEREBY ENTERED.**
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13 DATED: Signed: 1/13/2023 09:00 AM
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HON. HON. BERNARD C. BARMANN
JUDGE OF THE SUPERIOR COURT