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**FILED**  
Superior Court of California  
County of Los Angeles  
**01/17/2024**  
David W. Slayton, Executive Officer / Clerk of Court  
By:           L. MGreené           Deputy

*Attorneys for Plaintiffs, the Class, the LWDA, and the Aggrieved Employees*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

CANDICE THOMPSON and ELIZABETH  
MUNIZ, on behalf of themselves and on  
behalf of all others similarly situated,

PLAINTIFFS,

v.

SUNOIL RETAIL GROUP, INC. DBA V-  
RED, INC., a California Corporation; and  
DOES 1 to 10, inclusive,

DEFENDANTS.

Case No. 22STCV22173

**[PROPOSED] FINAL JUDGMENT**

Date: January 17, 2024

Time: 10:30 a.m.

Dept.: 12

Judge: Honorable Carolyn B. Kuhl

1 On January 17, 2024, the Court entered an Order Granting Motion for Final Approval of the  
2 Class Action Settlement (the “Final Approval Order”) between Plaintiffs Candice Thompson and  
3 Elizabeth Muniz (“Plaintiffs”), individually and on behalf of all others similarly situated, and  
4 Defendant Sunoil Retail Group, Inc. DBA V-Red, Inc. (“Defendant”) (collectively the “Parties”). As  
5 set forth in the Court’s Final Approval Order, all participating Class Members are hereby bound by the  
6 Final Approval Order and the terms of the parties’ Amended Class Action and PAGA Settlement  
7 Agreement (the “Settlement Agreement”). A copy of the Settlement Agreement is attached as Exhibit  
8 A to the Supplemental Declaration of Craig J. Ackermann in Support of the Motion for Preliminary  
9 Approval of Class Settlement filed July 13, 2023.

10 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

11 1. All defined terms herein shall have the same meaning as defined in the Settlement  
12 Agreement, which is incorporated herein by reference in its entirety.

13 2. The “Class” refers to *all non-exempt hourly-paid individuals who are or were employed*  
14 *by Defendant in the State of California from July 8, 2018 through April 1, 2023* (the Class Period).  
15 (Settlement Agreement, ¶¶ 1.5, 1.12). The Class consists of 152 ~~153~~ participating class members.  
16 One late opt out from Efren Navarro was ~~was not~~ accepted by the Court as valid.

17 3. The Gross Settlement Amount is \$180,000.00 and the Court approves the following  
18 allocations:

	<i>Amount</i>
<b>Gross Settlement Amount</b>	<b>\$180,000.00</b>
Attorney’s Fees (33.33% of the GSA)	(\$60,000.00)
Litigation Costs	(\$11,471.82 <sup>1</sup> )
Plaintiffs’ Incentive Awards	(\$15,000.00)
PAGA Payment to the LWDA	(\$7,500.00)
Settlement Administration Costs	(\$8,000.00)
<b>Remaining Net Settlement Amount</b>	<b>\$78,028.18</b>

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25 4. Consistent with the Settlement Agreement, as of the date Defendant fully funds the  
26 Gross Settlement Amount and funds all employer payroll taxes on the wage portion of the individual

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28 <sup>1</sup> Class Counsel is only seeking litigation cost reimbursement in the amount \$11,471.82, which is less than the \$15,000 maximum cost allocation contemplated by the Settlement Agreement, preliminarily approved by the Court, and noticed to the Class. See CJA Decl., ¶ 18.

1 class payments, all participating Class Members, on behalf of themselves and their respective former  
2 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release  
3 Released Parties<sup>2</sup> from those claims alleged in Plaintiffs’ PAGA Notice and operative Complaint,  
4 including claims for Defendant’s alleged failure to (1) pay overtime wages (Labor Code §§ 510, 1194,  
5 1198); (2) provide compliant meal periods (Labor Code §§ 226.7, 512 and section 11 of the applicable  
6 IWC Wage Order); (3) pay all minimum wages (Labor Code §§ 1194, 1197, 1197.1, 1198, 1199); (4)  
7 provide compliant rest periods (Labor Code § 226.7 and section 12 of the applicable IWC Wage  
8 Order); (5) issue accurate and complete itemized wage statements (Labor Code §§ 226(a) and (e)); (6)  
9 pay timely wages (Labor Code §§ 204, 210); (7) pay final wages (Labor Code §§ 201-203); (8) civil  
10 penalty claims based on the foregoing under California’s Private Attorney General Act (“PAGA”),  
11 Labor Code section 2699, *et seq.*; and (9) unfair competition claims based on the foregoing (Bus. &  
12 Prof. Code section 17200, *et seq.*).

13 5. Further, all Aggrieved Employees are deemed to release, on behalf of themselves and  
14 their respective former and present representatives, agents, attorneys, heirs, administrators, successors,  
15 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably  
16 could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the  
17 PAGA Notice including, failure to (1) pay overtime wages (Labor Code §§ 510, 1194, 1198); (2)  
18 provide compliant meal periods (Labor Code §§ 226.7, 512 and section 11 of the applicable IWC Wage  
19 Order); (3) pay all minimum wages (Labor Code §§ 1194, 1197, 1197.1, 1198, 1199); (4) provide  
20 compliant rest periods (Labor Code § 226.7 and section 12 of the applicable IWC Wage Order); (5)  
21 issue accurate and complete itemized wage statements (Labor Code §§ 226(a) and (e)); (6) pay timely  
22 wages (Labor Code §§ 204, 210); and (7) pay final wages (Labor Code §§ 201-203).

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

27  
28 <sup>2</sup> “Released Parties” means and refers to: Defendant and all of its subsidiaries, affiliates, shareholders, members, agents, predecessors, officers, directors, successors, and assigns (Settlement Agreement, ¶ 1.41).

1           7.       This Final Judgment is intended to be a final disposition of the above captioned action  
2 in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes  
3 all claims released by the Settlement Agreement, against Defendant. Nothing in this Final Judgment is  
4 or may be deemed to be an admission by Defendant, nor is the Judgment a finding of the validity of  
5 any allegations or of any wrongdoing by Defendant. Neither the Judgment, 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**



A handwritten signature in black ink that reads "W.F. Highberger".

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12           DATED:       01/17/2024

William F. Highberger / Judge

~~HON. CAROLYN B. KUIHL~~  
JUDGE OF THE SUPERIOR COURT