

D.LAW, INC.
 Emil Davtyan (SBN 299363)
Emil@d.law
 Natalie Haritounian (SBN 324318)
n.haritounian@d.law
 880 E Broadway
 Glendale, CA 91205
 Telephone: (818) 962-6465
 Fax: (818) 962-6469

DAVID YEREMIAN & ASSOCIATES, INC.
 David Yeremian (SBN 226337)
david@yeremianlaw.com
 880 E Broadway
 Glendale, CA 91205
 Telephone: (818) 962-6465
 Fax: (818) 962-6469

LABOR LAW PC
 Danny Yadidsion (SBN 260282)
Danny@LaborLawPC.com
 100 Wilshire Blvd., Suite 700
 Santa Monica, California 90401
 Telephone: (310) 494-6082

Attorneys for Plaintiff CARRIE BALDWIN,
 on behalf of herself and others similarly situated

FILED
 Superior Court of California
 County of Los Angeles
10/06/2023

David W. Slayton, Executive Officer / Clerk of Court
 By: N. Navarro Deputy

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

CARRIE BALDWIN, individually and on
 behalf of the putative class,

Plaintiff,

vs.

PATAGONIA, INC., a corporation; GREAT
 PACIFIC IRON WORKS, a corporation; and
 DOES 1-50, Inclusive.

Defendants.

Case No.: 20STCV40245

CLASS ACTION

Assigned for All Purposes To:
 Hon. Maren Nelson
 Dept.: 17

~~PROPOSED~~ JUDGMENT

Date: September 20, 2023
 Time: 9:00 a.m.
 Dept.: 17

PURSUANT TO THE ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT ENTERED ON September 20 , 2023, IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, having received and considered the Stipulation and Settlement of Class, Collective, and Representative Action (“Settlement” or “Settlement Agreement”) of Plaintiff Carrie Baldwin (“Plaintiff”) and Defendant Patagonia, Inc. and Great Pacific Iron Works (collectively “Defendants”), preliminarily approved by this court on May 8, 2023, has entered the Order for final approval of the Settlement between Plaintiff on behalf of herself and all other similarly situated employees, and Defendants. The Court granted preliminarily approval to the Settlement on May 8, 2023, and administration was successfully completed.

2. The Settlement Agreement shall be incorporated into this Judgment as though all terms are set forth in full. The capitalized terms in this Judgment shall have the meanings set forth in the Settlement Agreement.

3. Judgment is entered pursuant to the terms of the Settlement Agreement. All Class Members who did not timely opt out of the Settlement are subject to the terms of the Settlement Agreement. All Aggrieved Employees and the State of California are subject to the terms of the Settlement Agreement.

4. There are 886 participating Settlement Class members, defined as “all current and former non-exempt employees of Defendants employed in California at any time from August 6, 2016 through August 19, 2022.” The following individuals have opted out from the Settlement and are not Participating Class Members: Daniel Bryant, Emma Williams, Gilbert Valdez, and Ryan Roberts.

5. Effective upon the Settlement Administrator’s receipt of the total Gross Settlement Amount and the Employer’s Share of Payroll Taxes, Plaintiff, Participating Class Members, and Aggrieved Employees shall be deemed to have released their respective Released Claims against the Released Parties, as set forth in paragraphs 6 through 9, below.

6. “Released Parties” means “Defendants and their past, present, and future parents, subsidiaries, affiliated companies (including but not limited to, Patagonia Works, and all of its

1 subsidiaries and affiliates), agents, managing agents, employees, servants, officers, directors,
2 owners (whether direct or indirect), general partners, limited partners, trustees, representatives,
3 shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents,
4 subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions,
5 assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential
6 and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or
7 alleged dual employers, co-employers, potential and/or alleged co-employers, common law
8 employers, potential and alleged common law employers, contractors, affiliates, service providers,
9 alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or
10 entity with potential or alleged to have joint liability, and all of their respective past, present and
11 future employees, directors, officers, members, owners, agents, representatives, payroll agencies,
12 attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and
13 any and all persons and/or entities acting under, by, through or in concert with any of them.”

14 7. “Released Class Claims” means “As of the date of the Order Granting Final
15 Approval, and only after the Settlement has been fully funded by Defendants, all Class Members
16 shall fully and finally release Released Parties of the Released Class Claims. The Released Class
17 Claims include any and all claims alleged in the Action or reasonably could have been alleged,
18 based on the facts stated in the operative First Amended Complaint and/or August 6, 2020 LWDA
19 exhaustion letter identified on the LWDA’s website as LWDA-CM-801582-20.

20 The Released Class Claims include all claims for unpaid wages, including, but not limited
21 to, claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight
22 time compensation, overtime compensation, double-time compensation, and interest; the
23 calculation of the regular rate of pay; wages related to alleged unlawful time rounding; on-call pay;
24 travel time pay; failure to pay wages at least twice each calendar month; failure to timely pay
25 wages; missed/short/late/interrupted meal period and rest period premiums; failure to provide meal
26 periods; failure to authorize and permit rest periods; the calculation of meal and rest period
27 premiums; reimbursement for all necessary business expenses, including work-related cell-phone
28 expenses and car mileage for work-related travel; payment for all hours worked, including off-the

1 clock work; failure to provide/furnish accurate itemized wage statements; deductions; failure to
2 keep/maintain accurate records; failure to timely pay final wages; unlawful deductions and/or
3 withholdings from wages; unfair business practices; penalties, including, but not limited to,
4 recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage
5 penalties, and waiting-time penalties; and attorneys' fees and costs; for civil and statutory
6 penalties, including wage statement and payroll reporting penalties, record keeping penalties,
7 minimum wage penalties, penalties for personnel file violations; attorneys' fees and costs; and
8 unfair business practices related to the Released Class Claims. The Released Class Claims also
9 include but are not limited to all such claims arising under: California Labor Code sections 200,
10 201, 202, 203, 204, 210, 218, 218.5, 218.6, 225.5, 225, 226, 226.2, 226.3, 226.7, 510, 512, 558,
11 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2698 et seq.,
12 2699 et seq., and 2802; all claims arising under the California Private Attorneys General Act of
13 2004 ("PAGA") related to the Released Claims and Released Aggrieved Employee Claims; all
14 claims relating to the Released Class Claims under the California Business and Professions Code
15 section 17200, et seq.; all claims relating to the Released Claims under the applicable Wage Orders
16 of the California Industrial Welfare Commission; California Civil Code sections 3287, 3288; and
17 California Code of Civil Procedure § 1021.5. The Released Claims include those under the Fair
18 Labor and Standards Act ("FLSA"), including those related to recordkeeping obligations, 29
19 U.S.C. §211(c); 29 C.F.R. §§ 516, 778.223, 778.315, et seq.

20 The following language will be printed on the reverse of each Settlement Payment Check,
21 or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I
22 read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I
23 consent to join in the Fair Labor Standards Act ("FLSA") portion of the [Actions], elect to
24 participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that
25 are covered by the Settlement."

26 Upon entry of Judgment, Class Members are precluded from filing a wage and hour action
27 under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action
28 encompassed by the Released Claims which are extinguished and precluded pursuant to the

1 holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). This release
2 excludes the release of claims not permitted by law, including but not limited to claims brought
3 for workers' compensation benefits, and alleged violations occurring outside the Class Period."

4 8. "Released Aggrieved Employee Claims" means "All Aggrieved Employees,
5 including those who timely and effectively exclude themselves from the Released Class Claims,
6 shall nevertheless be bound by the Released Aggrieved Employee Claims and shall receive a pro
7 rata portion of 25% of the PAGA Settlement Amount. Aggrieved Employees who timely and
8 effectively exclude themselves from the Released Class Claims shall have their PAGA claims
9 released only for the PAGA Period. Plaintiff and all Aggrieved Employees, on behalf of
10 themselves and their respective former and present representatives, agents, attorneys, heirs,
11 administrators, successors, and assigns, and the State of California / LWDA, shall release the
12 Released Parties from all claims, rights, demands, liabilities, and causes of action, for PAGA civil
13 penalties alleged in the Action or reasonably could have been alleged, based on the facts stated in
14 the operative First Amended Complaint, and August 6, 2020 LWDA exhaustion letter identified
15 on the LWDA's website as LWDA-CM-801582-20. The PAGA Released Claims include those
16 arising out of the following: California Minimum Wage Order (MW-2014), Labor Code sections
17 201, 202, 203, 204, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 510, 558, 1194, 1194.2, 1194.3, 1197,
18 1198, and 2698. Further, such claims, rights, demands, liabilities, and causes of action include
19 those for PAGA civil penalties for unpaid wages, including, but not limited to, failure to pay
20 minimum wages, straight time compensation, overtime compensation, double-time compensation,
21 and interest; failure to pay wages at least twice each calendar month; failure to timely pay wages;
22 missed/short/late/interrupted meal period and rest period premiums; failure to provide meal
23 periods; failure to authorize and permit rest periods; the calculation of meal and rest period
24 premiums; reimbursement for all necessary business expenses, including work-related cell-phone
25 expenses and car mileage for work-related travel; payment for all hours worked, including off-the-
26 clock work; failure to provide/furnish accurate itemized wage statements; failure to timely pay
27 final wages; and unlawful deductions and/or withholdings from wages."

1 9. With respect to Plaintiff only, “Upon the Effective Date, and as a condition of
2 receiving any portion of her Class Representative Enhancement Payment, Plaintiff shall fully and
3 finally release the Released Parties from any and all claims, known and unknown, under federal,
4 state and/or local law, statute, ordinance, regulation, common law, or other source of law,
5 including but not limited to claims arising from or related to her employment with Defendants and
6 her compensation while an employee of Defendants. Plaintiff’s Released Claims shall be set forth
7 more-fully in the standalone settlement agreement and general release of all claims. Plaintiff’s
8 Released Claims include, but are not limited to, all claims arising from or related to the Action.
9 Plaintiff’s Released Claims include all claims for unpaid wages, including, but not limited to,
10 failure to pay minimum wages, straight time compensation, overtime compensation, double-time
11 compensation, and interest; the calculation of the regular rate of pay; wages related to alleged
12 illegal time rounding; failure to pay wages at least twice each calendar month; failure to timely
13 pay wages; failure to timely pay final wages; missed/short/late/interrupted meal period, rest period,
14 and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and
15 permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or
16 recovery period premiums; reimbursement for all necessary business expenses, including work-
17 related cell-phone expenses and car mileage for work-related travel; payment for all hours worked,
18 including off-the-clock work; wage statements; deductions; failure to keep accurate records;
19 failure to provide suitable seating; failure to maintain temperature providing reasonable comfort;
20 unlawful deductions and/or withholdings from wages; unfair business practices; penalties,
21 including, but not limited to, recordkeeping penalties, wage statement and payroll reporting
22 penalties, minimum wage penalties, and waiting-time penalties; and attorneys’ fees and costs.
23 Plaintiff’s Released Claims include all claims arising under the California Labor Code (including,
24 but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204.1, 204.2, 206, 210,
25 216, 218, 218.5, 218.6, 221, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 247.5, 248.5, 256, 450, 510,
26 511, 512, 515, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2,
27 1198, 1198.5, 2698 et seq., 2699 et seq., 2802, and 2804); all claims arising under: the Wage
28 Orders of the California Industrial Welfare Commission; the California Private Attorneys General

1 Act of 2004 (PAGA); California Business and Professions Code section 17200, et seq.; the
2 California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090,
3 11100; California Code of Civil Procedure § 1021.5; all state and local ordinances related to
4 COVID-19 right of recall; the California common law of contract; the FLSA, 29 U.S.C. §§ 201,
5 et seq.; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement
6 Income Security Act, 29 U.S.C. §§ 1001, et seq. (ERISA). Plaintiff's Released Claims also include
7 all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and
8 attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment,
9 retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. §
10 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the
11 Age Discrimination in Employment Act (ADEA), and the California Fair Employment and
12 Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims
13 not permitted by law. Plaintiff's Released Claims include all claims, whether known or unknown.
14 Even if Plaintiff discovers facts in addition to or different from those that she now knows or
15 believes to be true with respect to the subject matter of Plaintiff's Released Claims, those claims
16 will remain released and forever barred. Thus, Plaintiff expressly waives and relinquish the
17 provisions, rights and benefits of section 1542 of the California Civil Code, which reads: A general
18 release does not extend to claims that the creditor or releasing party does not know or suspect to
19 exist in his or her favor at the time of executing the release and that, if known by him or her, would
20 have materially affected his or her settlement with the debtor or released party."

21 10. The Gross Settlement Amount of \$500,000.00 shall be paid by Defendants within
22 15 calendar days after the Effective Date. Defendants shall separately pay its share of any
23 employer-side payroll taxes on the same date.

24 11. The Court hereby approves and orders payment in the amount of \$5,000.00 to
25 Plaintiff from the Gross Settlement Amount.

26 12. The Court also hereby approves and orders payment in the amount of \$20,000.00
27 for PAGA Penalties from the Gross Settlement Amount. The Court orders that 75% of the PAGA
28 Penalties (\$15,000.00) be paid to the California Labor and Workforce Development Agency. The

1 remaining 25% of the PAGA Penalties (\$5,000.00) shall be distributed to Aggrieved Employees
2 in accordance with the Settlement.

3 13. The Court hereby approves and orders payment of Class Counsel's attorneys' fees
4 in the amount of \$166,666.67 attorneys' fees, and Class Counsel's litigation expenses in the
5 amount of \$18,000.00, to be paid from the Gross Settlement Amount.

6 14. The Court hereby approves and orders payment of Settlement Administration Costs
7 in the amount of \$16,950.00 to ILYM Group, Inc., to be paid from the Gross Settlement Amount.

8 15. The Court also hereby orders that any checks distributed to Participating Class
9 Members and/or Aggrieved Employees from the Gross Settlement Amount that remain uncashed
10 after 180 calendar days of being issued. All uncashed settlement checks shall be transferred to the
11 Controller of the State of California to be held pursuant to the Unclaimed Property Law, California
12 Civil Code § 1500, et seq. for the benefit of the Participating Class Member(s) or Aggrieved
13 Employee(s) who did not cash their checks until such time that they claim their property, or the
14 property is otherwise disposed of pursuant to the Unclaimed Property Law.

15 16. Without affecting the finality of the Judgment, the Court shall retain exclusive and
16 continuing jurisdiction over the above-captioned action and the parties, including all Participating
17 Class Members, for purposes of supervising, administering, implementing, enforcing, and
18 interpreting the Settlement Agreement and the Final Approval Order.

19 17. This Judgment is intended to be a final disposition of the above-captioned action in
20 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
21 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

22
23 **IT IS SO ORDERED.**

24
25 DATED: October 6, 2023


JUDGE OF THE SUPERIOR COURT

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

Ryan J. Krueger
Jason W. Kearnaghan
**SHEPPARD, MULLIN, RICHTER
& HAMPTON LLP**
333 South Hope Street, 43rd Floor
Los Angeles, California 90071-1422

Patrick Martinez
Christopher Epsa
LABOR LAW PC
Provisionally Licensed Lawyer
100 Wilshire Blvd, Suite 700
Santa Monica, CA 90401

[X] (BY ELECTRONIC SERVICE VIA CASE ANYWHERE) Based on a court order, I caused the above-entitled document(s) to be served through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

[] **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 29, 2023, at Glendale, California.


Silvia Pimentel