

HAIG B. KAZANDJIAN LAWYERS, APC
801 N. Brand Blvd., Suite 970
Glendale, CA 91203
Tel: (818)696-2306 Fax: (818)696-2307

Haig B. Kazandjian, Esq. Bar No. 278622
haig@hbklawyers.com
Cathy Gonzalez, Esq. Bar No. 310625
cathy@hbklawyers.com
HAIG B. KAZANDJIAN LAWYERS, APC
801 North Brand Boulevard, Suite 970
Glendale, California 91203
Telephone: 1-818-696-2306
Facsimile: 1-818-696-2307

FILED
Superior Court of California
County of Los Angeles

06/28/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Chebishyan Deputy

Attorneys for Plaintiff GILBERT BANKS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CHATSWORTH COURTHOUSE

GILBERT BANKS, individually and on behalf
of all other Aggrieved Employees;

Plaintiff,

vs.

AMAZON.COM, INC., a Delaware
Corporation, CARTER SACO
LOGISTICS, a California Corporation, and
DOES 1 through 50, inclusive
DEFENDANTS.

Case No. 21CHCV00399

*[Assigned for all purposes to the Honorable
Stephen P. Pfahler, Dept. F-49]*

[PROPOSED] FINAL JUDGMENT

*[FILED CONCURRENTLY WITH JOINT
STIPULATION REQUESTING APPROVAL OF
REPRESENTATIVE PAGA SETTLEMENT;
DECLARATION OF HAIG B. KAZANDJIAN IN
SUPPORT THEREOF; AND [PROPOSED]
ORDER APPROVING REPRESENTATIVE PAGA
SETTLEMENT]*

Complaint Filed: May 4, 2021

Trial Date: None

The Court has received and considered the application of Plaintiff GILBERT BANKS on his own behalf and on behalf of the State of California, and of “Aggrieved Employees”; acting as private attorney general under the Labor Code Private Attorneys General Act of 2004, § 2698, et seq. (“PAGA”) for approval of the PAGA Settlement Agreement (“PAGA Settlement Agreement” or “Settlement”) entered into between Plaintiff on behalf of the State of California as a private attorney general pursuant to PAGA and Defendants AMAZON.COM, INC., and CARTER SACO LOGISTICS (“Defendants”) and has entered an Order for Approval of the Representative PAGA Settlement.

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

The Court hereby enters FINAL JUDGMENT in accordance with the terms of this Court's Order Approving Representative PAGA Settlement. Plaintiff and the Aggrieved Employees (all current and former non-exempt hourly paid individuals who were employed by Defendant CSL within the State of California at any time from May 24, 2020 through December 20, 2022 ("Covered Period")) will receive their respective shares of the total settlement amount of \$109,824.00 for Plaintiff's claims for PAGA penalties only pursuant to Labor Code section 2699 et seq. for alleged violations of California Labor Code and applicable wage laws, for: (i) failure to provide employment records in violation of Labor Code sections 226, 432, and 1198.5; (ii) failure to pay overtime and double time in violation of Labor Code sections 510 and 1198 and the applicable Wage Orders; (iii) failure to provide rest and meal periods in violation of Labor Code sections 226.7, 512(a), and the applicable Wage Orders; (iv) failure to pay minimum wage and regular wages in violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and the applicable Wage Orders; (v) failure to keep accurate payroll records and provide itemized wage statements in violation of Labor Code sections 226(a), 1174(d), 1198, and the applicable Wage Orders; (vi) failure to pay reporting time pay in violation of Code of Regulations section 11050(5)(A); (vii) failure to pay split shift premiums in violation of Labor Code section 1194 and Code of Regulations section 11050(4)(C); (viii) failure to timely pay all wages earned in violation of Labor Code section 204; (ix) failure to timely pay all wages due upon separation of employment in violation of Labor Code sections 201, 202, and 203; (x) failure to provide notice required by the Wage Theft Prevention Act, in violation of Labor Code section 2810.5(a); (xi) failure to reimburse necessary, business-related expenses in violation of Labor Code sections 2800 and 2802; (xii) failure to provide accurate itemized wage statements and written notice of sick leave in violation of Labor Code section 246; and (xiii) employers, and individuals acting on behalf of employers, violating or causing to be violated a section of the Labor Code or any Wage Order in violation of Labor Code section 558(a), based on the facts and theories set forth in the Action for the Covered Period of May 24, 2020 through December 20, 2022.

The Judgment is awarded and allocated as follows:

- (a) PAGA Counsel's attorneys' fees in the amount of \$36,604.34, which is 33.33% of the \$109,824.00 Settlement Amount;
- (b) PAGA Counsel's costs in the amount of \$7,268.38;
- (c) Administration costs of no more than \$7,500.00 to be paid to the Claims Administrator;
- (d) \$10,000 to Plaintiff Gilbert Banks as a service award; and
- (e) the remainder of the Settlement Amount after deducting the items (a), (b), (c) and (d) herein shall be designated as PAGA Penalties, which are estimated to be \$48,451.28, and will be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i) with 75% paid to the LWDA (\$36,338.46) and 25% paid to the Aggrieved Employees on a pro-rata basis (\$12,112.82).

Defendants shall have no further liability for costs, expenses, interests, attorneys' fees, or for any other charge, expense or liability and shall be released from all Covered Claims, all as set forth in the PAGA Settlement Agreement and Order Approving the Representative PAGA Settlement. This Judgment is intended to be a final disposition of the above captioned action in its entirety with prejudice and is intended to be immediately appealable. The parties waive all rights to appeal.

DATED: 06/28/2023



Stephen P. Pfahler / Judge

Honorable Stephen P. Pfahler

PROOF OF SERVICE

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 18 and not a party to the within action; my business address is 801 North Brand Boulevard, Suite 970, Glendale, California 91203.

On June 9, 2023, I served the foregoing document(s) described as: [PROPOSED] FINAL JUDGMENT by method indicated below, on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

MICHELE L. MARYOTT, SBN 191993
mmaryott@gibsondunn.com
ALLISON L. MATHER, SBN 335316
amather@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
3161 Michelson Drive
Irvine, CA 92612-4412
Telephone: 949.451.3800
Facsimile: 949.451.4220

LAUREN M. BLAS, SBN 296823
lblas@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197
Telephone: 213.229.7000
Facsimile: 213.229.7520

GRACE E. HART, *pro hac vice*
ghart@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
200 Park Avenue
New York, NY 10166-0193
Telephone: 212.351.4000
Facsimile: 212.351.4035

Attorneys for Defendant AMAZON.COM, INC.

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
MICHAEL J. NADER, SBN 200425
michael.nader@ogletree.com
DANIEL E. RICHARDSON, SBN 289327
daniel.richardson@ogletree.com
APRIL A. PERKINS, SBN 322166
april.perkins@ogletree.com
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
500 Capitol Mall, Suite 2500
Sacramento, CA 95814-4741
Telephone: 916.840.3150
Facsimile: 916.840.3159

Attorneys for Defendant CARTER SACO LOGISTICS

1 [X] **BY ELECTRONIC MAIL:** I transmitted the foregoing document(s) by electronic mail
2 from cathy@hbklawyers.com to the electronic mail addresses indicated on the attached
3 mailing list. The transmission was reported as complete and without error.

4 [X] (STATE): I declare under penalty of perjury under the laws of the State of California that
5 the above is true and correct.

6 Executed on June 9, 2023, at Glendale, California.

7 
8 _____
9 Cathy Gonzalez