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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

DEKEISHA LINDSEY, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

WC LOGISTICS, INC., a California corporation;
AIT WORLDWIDE, INC., an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

DEKEISHA LINDSEY, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

WC LOGISTICS, INC., a California corporation;
AIT WORLDWIDE, INC., an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: RG21109457

[Consolidated with Case No.: RG21109456]

Honorable Michael Markman
Department 23

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND ENTRY OF JUDGMENT
ON PAGA CLAIM, DISMISSAL OF
PLAINTIFF'S INDIVIDUAL CLAIMS WITH
PREJUDICE, DISMISSAL OF CLASS CLAIMS
WITHOUT PREJUDICE AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, PAGA REPRESENTATIVE
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

Reservation ID: 757838649372
Date: March 18, 2025
Time: 10:00 a.m.
Department: 23

Complaint Filed: August 16, 2021
FAC Filed: November 29, 2021
SAC Filed: August 26, 2022
Trial Date: None Set

**[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEE, PAGA REPRESENTATIVE RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

1 This matter has come before the Honorable Michael Markman in Department 23 of the Superior
2 Court of the State of California, for the County of Alameda, on March 18, 2025 at 10:00 a.m., on Plaintiff
3 Dekeisha Marie Lindsey's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor
4 Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release
5 Fee and PAGA Representative Release Fee, and Settlement Administration Costs ("Motion for Approval
6 of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiff and Womble Bond Dickinson (US) LLP,
7 appeared for Defendants WC Logistics, Inc., and AIT Worldwide Logistics, Inc. (together, the
8 "Defendants").

9 On or around November 1, 2024, Plaintiff and Defendants (together, the "Parties") executed the
10 Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement,"
11 or "Agreement").

12 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
13 Declarations of Plaintiff's Counsel Vartan Madoyan and Plaintiff Dekeisha Marie Lindsey, and (3) the
14 Settlement Agreement.

15 Having duly considered the Parties' papers and oral argument, and good cause appearing,

16 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

17 1. The Motion for Approval of Settlement is granted.
18 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
19 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
20 of 2004, California Labor Code § 2698, *et seq.* ("PAGA") are to the version of the statute prior to the
21 recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned
22 action and the Settlement pursuant to California Labor Code § 2699(v)(1), as amended, because the above-
23 captioned action was filed prior to June 19, 2024.

24 4. The Court finds that Plaintiff has satisfied the prerequisites under PAGA, including, and not
25 limited to, providing the California Labor and Workforce Development Agency ("LWDA") and
26 Defendants with notice of the specific provisions of the California Labor Code alleged to have been
27 violated, including, and not limited to, the facts and theories to support the alleged violations, in
28 conformity with California Labor Code § 2699.3(a).

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned actions (the “Consolidated Action”).

4 6. The Settlement pertains to the following aggrieved employees:

5 “Sub-Group A”: all current and former hourly-paid or non-exempt individuals who were
6 employed by any of the Defendants in the State of California during the PAGA Period.

7 “Sub-Group B”: all current and former salaried customer account managers, or persons who
8 held similar job titles and/or performed similar job duties, who were classified as exempt and
employed by any of the Defendants in the State of California during the PAGA Period
(together Sub-Group A and Sub-Group B are referred herein as, the “Aggrieved Employees”).

9 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
10 negotiations.

11 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
12 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
13 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
14 Amount shall be the Total Settlement Amount less the approved Attorneys’ Fees and Costs to Lawyers *for*
15 Justice, PC (“Plaintiff’s Counsel”), General Release Fee and PAGA Representative Release Fee to
16 Plaintiff, and Settlement Administration Costs to Phoenix Class Action Administration Solutions (the
17 “PAGA Settlement Administrator”). Seventy-five percent (75%) of the Net Settlement Amount shall be
18 distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net Settlement
19 Amount shall be distributed to the Aggrieved Employees (“Aggrieved Employees’ Portion”) in accordance
20 with this Order and Judgment and the Settlement Agreement. The Total Settlement Amount is
21 \$550,000.00, however, pursuant to Section 3(b) of the Settlement Agreement, if
22 the actual number of Compensable Pay Periods during the period from April 5, 2020, through March 17,
23 2023, is more than seven and a half percent (7.5%) above 7,261 (i.e., 545 or more pay periods), the Total
24 Settlement Amount will be increased by the percentage that the actual number exceeds 7,261
25 Compensable Pay Periods.

26 9. The Court has considered the Settlement, and the monetary allocations provided thereby,
27 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
28

1 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
2 with, this Order and Judgment and the Settlement Agreement.

3 10. The Court approves the payment of \$220,000.00 to Plaintiff's Counsel for attorneys' fees.
4 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with
5 this Order and Judgment and the Settlement Agreement. Ten percent (10%) of the attorneys' fees will be
6 withheld until the Final Accounting Hearing set by the court.

7 11. The Court approves the payment of \$15,219.81 to Plaintiff's Counsel for reimbursement of
8 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
9 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
10 Agreement.

11 12. The Court approves payment in the amount of \$5,000.00 to Plaintiff Dekeisha Marie
12 Lindsey for her PAGA Representative Release Fee and in the amount of \$20,000.00 for her General
13 Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed in
14 accordance with this Order and Judgment and the Settlement Agreement.

15 13. The Court approves payment up to the amount of \$4,000.00 to Phoenix Class Action
16 Administration Solutions for payment of costs and expenses of administration of the Settlement
17 ("Settlement Administration Costs"). This amount shall be paid from the Total Settlement Amount and
18 shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

19 14. The Parties are directed to perform in accordance with the terms set forth in this Order and
20 Judgment and the Settlement Agreement.

21 15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
22 Employees; however, the Court approves the Cover Letter, attached hereto as "EXHIBIT A," and the
23 PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same
24 time that it distributes payments to Aggrieved Employees for their share of the Aggrieved Employees'
25 Portion ("Individual Settlement Share(s)").

26 16. Within fourteen (14) calendar days after the date of this Order and Judgment, Defendants
27 will provide the PAGA Settlement Administrator with the Aggrieved Employee List, in accordance with
28 this Order and Judgment and the Settlement Agreement.

1 17. Within thirty (30) calendar days of the date of this Order and Judgment, Defendants shall
2 deposit the Total Settlement Amount into a qualified settlement account established, by the PAGA
3 Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment
4 and the Settlement Agreement.

5 18. No later than fourteen (14) calendar days after the PAGA Settlement Administrator
6 receives the Aggrieved Employee List and the Total Settlement Amount, the PAGA Settlement
7 Administrator shall distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and
8 Cover Letters to all Aggrieved Employees (together, the “PAGA Settlement Package(s)”), the General
9 Release Fee and PAGA Representative Release Fee to Plaintiff, the Settlement Administration Costs to
10 itself (only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees), the
11 Attorneys’ Fees and Costs to Plaintiff’s Counsel (unless instructed otherwise by Plaintiff’s Counsel), as
12 provided for by this Order and Judgment and the Settlement Agreement.

13 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
14 and negotiable for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with such
15 canceled checks shall be transmitted by the PAGA Settlement Administrator to the California State
16 Controller’s Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check
17 is canceled and in the amount(s) of their respective Individual Settlement Share(s).

18 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
19 Upon the date of entry of this Order and Judgment and full funding of the Total Settlement Amount, and
20 except as to the rights and obligations created by the Settlement Agreement, Plaintiff, on behalf of herself
21 and as a private attorney general acting on behalf of State of California, will be deemed to have knowingly
22 and voluntarily released and forever discharged Defendants, to the full extent permitted by law, of and
23 from the Action and from the Released PAGA Claims.

24 21. “Released PAGA Claims” means any and all claims under state, federal, or local law,
25 arising out of the claims expressly pleaded in the PAGA Action and/or other provisions of law that could
26 have been asserted based on the facts pleaded in the operative complaint in the PAGA Action for civil
27 penalties under PAGA predicated upon: (1) failure to pay overtime wages; (2) failure to provide and pay
28 meal period premiums; (3) failure to provide and pay rest period premiums; (4) failure to pay minimum

1 wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during
2 employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll
3 records; and (9) failure to reimburse necessary business expenses.

4 22. "PAGA Period" means the period from April 5, 2020 through September 17, 2023.

5 23. No individualized notice of this Order and Judgment is required to be provided to the
6 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
7 system established for the filing of notices and documents, in conformity with California Labor Code §
8 2699(1)(3).

9 24. Upon entry of this Order and Judgment, the Court hereby enters judgment, with
10 prejudice, with respect to the PAGA Claims for the reasons described above and in accordance with the
11 terms of the Settlement Agreement.

12 25. Upon entry of this Order and Judgment and pursuant to California Rules of Court, Rule
13 3.770, Plaintiff Dekeisha Marie Lindsey's individual claims alleged in the action entitled *Dekeisha*
14 *Lindsey v. WC Logistics, Inc; AIT Worldwide Logistics, Inc.*, Alameda Superior Court Case No.
15 RG21109457 are hereby **dismissed with prejudice**, and the putative class claims alleged in the action
16 entitled *Dekeisha Lindsey v. WC Logistics, Inc; AIT Worldwide Logistics, Inc.*, Alameda Superior Court
17 Case No. RG21109457 are hereby **dismissed without prejudice**.

18
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20
21 Date: _____

22 Honorable Michael Markman
23 Judge of the Superior Court
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EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Lindsey v. WC Logistics, Inc.; AIT Worldwide Logistics, Inc.*, Alameda Superior Court Case No. RG21109456.

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Lindsey v. WC Logistics, Inc., AIT Worldwide Logistics, Inc.*, Alameda Superior Court Case No. RG21109456 (the “Action”).

The Action was filed on August 16, 2021 by Dekeisha Lindsey (“Plaintiff”) against her former employer, on behalf of the State of California with respect to herself and other aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the Action, on April 5, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-828370-21 (the “PAGA Notice”); and on June 9, 2021, Plaintiff submitted an amended letter to the LWDA to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, and 9-2001.

Defendants deny all of Plaintiff’s allegations and deny any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendants *WC Logistics, Inc. and AIT Worldwide Logistics, Inc.* (“Defendants”). On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all Aggrieved Employees (including Sub-Group A and Sub-Group B). Sub-Group A of the Aggrieved Employees consists of all current and former hourly-paid or non-exempt individuals who were employed by any of the Defendants in the State of California during the PAGA Period. Sub-Group B of the Aggrieved Employees consists of all current and former salaried customer account managers, or persons who held similar job titles and/or performed similar job duties, who were classified as exempt and employed by any of the Defendants in the State of California during the PAGA Period. Sub-Group A and Sub-Group B, collectively, are referred to as the “Aggrieved Employees.” The period from April 5, 2020 through September 17, 2023 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<Date of entry of order by the Court approving the Settlement>>, the Aggrieved Employees have fully released and forever discharged the following Released PAGA Claims:

“Released PAGA Claims” means the claims to be released by the Aggrieved Employees which include all claims under state, federal, or local law, arising out of the claims expressly pleaded in the PAGA Action and/or other provisions of law that could have been asserted based on the facts pleaded in the operative complaint in the PAGA Action for civil penalties under PAGA predicated upon: (1) failure to pay overtime wages; (2) failure to provide and pay meal period premiums; (3) failure to provide and pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; and (9) failure to reimburse necessary business expenses.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants’ counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT A – COVER LETTER