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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

GABRIEL DELGADO, on behalf of the general
public as private attorney general,

Plaintiffs,

v.

BAKER COMMODITIES INC., a California
Corporation, and DOES 1-50, inclusive,

Defendants.

Case No. 37-2021-00018865-CU-OE-CTL
Assigned for all Purposes to:
Hon. Carolyn Caietti
Dept.: C-70

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

Hearing Date: April 22, 2022
Hearing Time: 10:30 a.m.
Dept.: C-70

1 **[PROPOSED] ORDER AND JUDGMENT**

2 The Court, having reviewed the Parties' the Private Attorneys General Act (Labor Code §
3 2698 *et seq.*) ("PAGA") Settlement Agreement (the "Settlement" or "Settlement Agreement")
4 attached as Exhibit "1" to the concurrently-filed Declaration of James Hawkins, together with the
5 Joint Stipulation of PAGA Settlement and Release of Claims, and exhibit A attached thereto, hereby
6 ORDERS AND ADJUDGES:

7 1. The Court, for purposes of this Final Order and Judgment, refers to all defined
8 terms as set forth in the Settlement Agreement.

9 2. The Court finds the Settlement was entered into in good faith, that the settlement is
10 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
11 requirements for approval of PAGA representative actions under California law. The Settlement is
12 hereby accepted and approved.

13 3. The Parties shall bear their own respective attorneys' fees and costs, except as
14 otherwise provided for in the Settlement and approved by the Court.

15 4. The Settlement is not an admission by Defendant nor is this Order a finding of the
16 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement,
17 nor any document referred to herein, nor any action taken to carry out the Settlement, may be used
18 as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
19 Defendant.

20 5. The Court hereby confirms James Hawkins, Gregory Mauro and Michael Calvo as
21 PAGA Counsel.

22 6. The Court appoints ILYM, Inc. as the Settlement Administrator to administer the
23 Settlement pursuant to the terms of the Settlement Agreement.

24 7. Defendant shall pay the Plaintiff's Counsel, Plaintiff, the Aggrieved Employees, and
25 the Labor and Workforce Development Agency ("LWDA"), and the Settlement Administrator
26 pursuant to the terms of the Settlement:

- 27 a. Actual administration costs of \$7,370, payable to the Settlement Administrator;
28 b. Attorneys' fees to Plaintiff's Counsel in the amount of \$66,666.67;

1 c. Reimbursement for actual litigation costs incurred by Plaintiff's Counsel in the
2 amount of \$12,220.51;

3 d. \$10,000 to Plaintiff Gabriel Delgado in exchange for a general release; and

4 e. The remaining amount to the PAGA Fund, which shall be allocated as set forth in
5 Labor Code § 2699(d), with 75% allocated to the LWDA, and the remaining 25% to the Aggrieved
6 Employees on a pro-rata basis. The Administrator will cancel all checks that remain uncashed 180
7 days from the mailing date and forward such amounts to the California State Controller's Office in
8 the name of the Aggrieved Employees who did not cash their check.

9 8. No later than fifteen (15) business days after the Effective Date of the Parties'
10 Settlement Agreement, Defendant shall provide the Settlement Administrator with a list of the
11 Aggrieved Employees (the "Aggrieved Employees List"). The Aggrieved Employees List shall
12 include each Aggrieved Employee's full name, last known mailing address, total pay periods worked
13 for Defendant in California during the PAGA Period, and Social Security number, to the extent
14 available from Defendant's records. Because Social Security numbers are included in the list, the
15 Settlement Administrator will maintain the list in confidence, and shall only access and use the list
16 to administer the settlement in conformity with the Court's orders. Defendant will in good faith
17 compile from its records the Aggrieved Employees List and provide it to the Settlement
18 Administrator in a computer-readable format, such as a Microsoft Excel spreadsheet.

19 9. Defendant shall deposit the GSA with the Settlement Administrator within 30 days
20 of the Effective Date. No later than twenty-one (21) calendar days after receipt of the Gross
21 Settlement Amount from Defendant, the Settlement Administrator will mail the Employee Payments
22 under cover letter, substantially in the form attached hereto as "Exhibit A" ("Cover Letter"), to each
23 of the Aggrieved Employees identified on the Aggrieved Employees List. Prior to mailing the Cover
24 Letter, the Settlement Administrator shall check the addresses provided in the Aggrieved Employees
25 List using the United States Postal Service's National Change of Address database, and update the
26 addresses for known address changes.

27 10. Should any of the mailings to the Aggrieved Employees of their Cover Letter and
28 Employee Payments be returned as undeliverable within thirty (30) calendar days of mailing, the

1 Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable
2 mail to search for a more current address for the Aggrieved Employee (via a skip trace or other
3 reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or
4 updated address obtained by the Settlement Administrator.

5 11. The Settlement Administrator shall distribute payments for the general release fee to
6 Plaintiff, the Attorneys' Fees, the Litigation Costs, the Settlement Administration Costs, the
7 Employee Payments, and the LWDA Payment within twenty-one (21) calendar days after the GSA
8 is deposited with the Settlement Administrator. All payments provided for by this Settlement
9 Agreement shall be made by the Settlement Administrator in accordance with this Settlement
10 Agreement and the Court's order approving this settlement.

11 12. The Court finds that the attorneys' fees requested by Plaintiff's Counsel of
12 \$66,666.67 is reasonable, and the costs requested of \$12,220.51 were reasonable and necessary for
13 the prosecution of this action. The Court hereby awards attorney's fees in the amount of \$66,666.67
14 and costs in the amount of \$12,220.51 to Plaintiff's Counsel for their attorney's fees and costs. The
15 payment of fees and costs to Plaintiff's Counsel shall be made in accordance with the terms of the
16 Settlement.

17 13. The Court approves of the proposed letter attached to the Stipulation as Exhibit A to
18 be sent to Aggrieved Employees along with their respective settlement check.

19 14. By operation of this Final Order and Judgment, Plaintiff shall fully, finally, and
20 forever release and discharge Defendant and the Released Parties from any and all of Plaintiff's
21 released claims and shall be forever barred from pursuing such released claims against Defendant
22 and the Released Parties.

23 15. By operation of this Final Order and Judgment, the State of California (including
24 the LWDA) and the Aggrieved Employees (including Plaintiff) shall for the PAGA Period (defined
25 as July 2, 2020 through December 31, 2021) fully, finally and forever release and discharge
26 Defendant and the Released Parties from any and all PAGA Released Claims, as defined in the
27 Settlement Agreement, and shall be forever barred from pursuing such PAGA Released Claims
28 against Defendant and the Released Parties.

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