

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>): JAMES HAWKINS APLC , James R. Hawkins (#192925); Gregory Mauro (#222239); Michael Calvo (#314986); Lauren Falk (#316893); Ava Issary (#342252) 9880 Research Drive, Suite 200 Irvine, CA 92618 TELEPHONE NO.: 949-387-7200 E-MAIL ADDRESS (<i>Optional</i>): ATTORNEY FOR (<i>Name</i>): Gabriel Delgado	<i>FOR COURT USE ONLY</i>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego 92101 BRANCH NAME: Central Courthouse	
PLAINTIFF/PETITIONER: Gabriel Delgado DEFENDANT/RESPONDENT: Baker Commodities, Inc.	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (<i>Check one</i>): ☒ UNLIMITED CASE ☐ LIMITED CASE (Amount demanded exceeded \$25,000) (Amount demanded was \$25,000 or less)	CASE NUMBER: 37-2021-00018865-CU-OE-CTL

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: August 2, 2022
2. A copy of the judgment, decree, or order is attached to this notice.

Date: August 2, 2022

Gregory Mauro

(TYPE OR PRINT NAME OF	☒	ATTORNEY	☐	PARTY WITHOUT ATTORNEY)
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(SIGNATURE)

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12 Attorneys for GABRIEL DELGADO on behalf of
13 the general public as private attorney general

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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.

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

06/23/2022 at 01:05:07 PM

Clerk of the Superior Court
By Regina Chanez, Deputy Clerk

FILED
Clerk of the Superior Court

AUG 02 2022

By: Anthony Shirley, Depu

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

**AMENDED ~~PROPOSED~~ ORDER
APPROVING PAGA SETTLEMENT
AND JUDGMENT**

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

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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 is \$103,742.82, which shall be allocated
5 as set forth in Labor Code § 2699(d), with 75% (\$77,807.11) allocated to the LWDA, and the
6 remaining 25% (\$25,935.71) to the Aggrieved Employees on a pro-rata basis. The Administrator
7 will cancel all checks that remain uncashed 180 days from the mailing date and forward such
8 amounts to the California State Controller's Office in the name of the Aggrieved Employees who
9 did not cash their check.

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

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

1 10. Should any of the mailings to the Aggrieved Employees of their Cover Letter and
2 Employee Payments be returned as undeliverable within thirty (30) calendar days of mailing, the
3 Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable
4 mail to search for a more current address for the Aggrieved Employee (via a skip trace or other
5 reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or
6 updated address obtained by the Settlement Administrator.

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

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

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

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

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

1 Settlement Agreement, and shall be forever barred from pursuing such PAGA Released Claims
2 against Defendant and the Released Parties.

3 16. This action is dismissed with prejudice.

4 17. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten
5 calendar days after entry of the Order and Judgment.

6 18. This Court shall retain jurisdiction, pursuant to C.C.P. section 664.6, over this action,
7 the Parties, and the PAGA Settlement Members to the fullest extent necessary to interpret, enforce,
8 and effectuate the terms and intent of the Settlement and this Order and Judgment.

9 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
10 **ENTERED ACCORDINGLY.**

11 DATED: 8/2/22



12 THE HONORABLE CAROLYN CAIETTI
13 JUDGE OF THE SUPERIOR COURT
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EXHIBIT A

[ILYM, INC. LETTERHEAD]

Mailing Date

Name
Address

Re: **Payment from Gabriel Delgado v. Baker Commodities, Inc.**
San Diego County Superior Court Case No. 37-2021-00018865-CU-OE-CTL

Dear [NAME]

Enclosed you will find a check made payable to you. This is your payment from the court-approved settlement of the lawsuit entitled *Gabriel Delgado vs. Baker Commodities, Inc.*, San Diego County Superior Court Case No. 37-2021-00018865-CU-OE-CTL (the "Action"). The court approved the settlement on _____, 2022.

ILYM, Inc. is the third-party administrator who has been appointed by the court to administer the settlement

The Action was filed by Gabriel Delgado ("Plaintiff") against Baker Commodities, Inc. ("Baker") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). Plaintiff's claim was brought on behalf of the State of California and all "aggrieved employees" who worked as non-exempt employees of Baker employed by Baker in the State of California at any time during the period from July 2, 2020 through December 31, 2021 (the "PAGA Period"). You have been identified as one of the aggrieved employees because you were employed as a non-exempt employee by Baker during the PAGA Period.

Plaintiff claimed that Baker owed penalties under PAGA for certain California Labor Code violations. Baker denies that it did anything wrong or that it owes any penalties. The parties agreed to resolve the case, and as part of that settlement, Baker agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, the penalties are divided between the State and the aggrieved employees. The amount allocated to aggrieved employees is being distributed on a *pro rata* basis, based on the respective number of pay periods the employee worked for Baker during the PAGA Period.

The enclosed check for \$ _____, is your share of the settlement. Your settlement amount represents penalties and will be reported on an IRS Form 1099. Your check is valid for 180 days from the date of mailing. Funds attributable to any uncashed check will escheat to the California State Controller's Office in the name of the aggrieved employee.

As a result of the court-approved settlement, all aggrieved employees including you, Plaintiff, the State of California, and the Labor Workforce Development Agency ("LWDA") have fully released and forever discharged Baker Commodities, Inc. and its former, present and future owners, parents, subsidiaries, affiliated companies and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives ("Released Parties"), from all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties under the PAGA, based on the factual allegations pled in the operative complaint in the Action and in Plaintiff's notice of claims to the LWDA, with respect to the following claims: (1) failure to pay wages including overtime; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to timely pay wages; (5) failure to provide accurate itemized wage statements; (6) failure to accurately record and pay sick leave; (7) payment of wages in a non-labor code compliant instrument; and (8) failure to indemnify necessary business expenses, including any related claims for attorneys' fees, costs, or interest resulting therefrom. The settlement does not affect the ability of an aggrieved employee to bring an individual, non-representative claim against Baker for any alleged violation of the Labor Code.

If you have questions, please contact ILYM, Inc. at _____.

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On August 2, 2022, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Alma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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Richard S. Zuniga, Esq.
Hill, Farrer & Burrill LLP
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Los Angeles, CA 90071
Email: JBowles@hillfarrer.com
Email: RZuniga@hillfarrer.com
Attorneys for Defendant
BAKER COMMODITIES INC.

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Executed on August 2, 2022, at Irvine, California


ALMA CHAVARIN