

Jonathan M. Genish (State Bar No. 259031)
jgenish@blackstonepc.com
Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Sheizan Bawa

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

NOV 13 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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

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

Plaintiff,

vs.

MEATHEAD MOVERS, INC., a California
corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 30-2021-01211895-CU-OE-CXC

Honorable William D. Claster
Department CX101

~~[REVISED PROPOSED]~~ ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND AWARD OF PAGA
COUNSEL FEES PAYMENT, PAGA
COUNSEL LITIGATION EXPENSES
PAYMENT, PAGA REPRESENTATIVE
ENHANCEMENT PAYMENT, AND
ADMINISTRATION EXPENSES PAYMENT

Date: November 3, 2023
Time: 9:00 a.m.
Dept.: CX101

Complaint Filed: July 21, 2021
Trial Date: None Set

**[REVISED PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA SETTLEMENT**

1 **REVISED PROPOSED ORDER AND JUDGMENT**

2 On November 3, 2023 at 9:00 a.m. in Department CX101 of the above-entitled Court, located
3 at 751 West Santa Ana Boulevard, Santa Ana, California 92701, Plaintiff Sheizan Bawa's ("**Plaintiff**")
4 Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, PAGA
5 Counsel Litigation Expenses Payment, PAGA Representative Enhancement Payment, and
6 Administration Expenses Payment ("**Motion**") came on for hearing before the Honorable William D.
7 Claster. Blackstone Law, APC appeared on behalf of Plaintiff, and Fisher & Phillips LLP appeared
8 on behalf of Defendant Meathead Movers, Inc. ("**Defendant**").

9 Plaintiff and Defendant (together, the "**Parties**") have executed the PAGA Settlement
10 Agreement and Amendment to PAGA Settlement Agreement (together, the "**Settlement Agreement**"
11 or "**Settlement**").

12 The Court, having carefully considered the papers, argument of counsel, and all matters
13 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

14 **IT IS HEREBY ORDERED THAT:**

15 1. Plaintiff's Motion for Approval of PAGA Settlement and Award of PAGA Counsel
16 Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement
17 Payment, and Administration Expenses Payment is granted.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement, and
19 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
20 Settlement Agreement.

21 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
22 Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("**PAGA**"), including, but not limited to,
23 providing the California Labor and Workforce Development Agency ("**LWDA**") and Defendant with
24 notice of the specific provisions of the California Labor Code alleged to have been violated, including,
25 but not limited to, the facts and theories to support the alleged violations, in conformity with California
26 Labor Code § 2699.3(a).

27 ///

28 ///

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

4 5. The individuals covered under the Settlement consist of the following individuals: “all
5 hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any
6 time during the PAGA Period (the “**Aggrieved Employees**”). The PAGA Period is defined as the
7 period from May 11, 2020 to July 16, 2023.

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

10 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
11 allocated for payment of penalties under PAGA (the “**PAGA Penalties**”), and determines that it is
12 fair, just, reasonable, and adequate. The Court hereby approves the PAGA Penalties, which shall be
13 the Gross Settlement Amount (\$1,000,000.00) less the approved PAGA Counsel Fees Payment and
14 PAGA Counsel Litigation Expenses Payment to PAGA Counsel, PAGA Representative Enhancement
15 Payment to Plaintiff, and Administration Expenses Payment to CPT Group, Inc. (the
16 “**Administrator**”). Seventy-five percent (75%) of the PAGA Penalties (i.e., \$493,577.59) shall be
17 distributed to the LWDA (“**LWDA PAGA Payment**”) and twenty-five percent (25%) of the PAGA
18 Penalties (i.e., \$164,525.86) shall be distributed to the Aggrieved Employees in accordance with this
19 Order and Judgment and the Settlement Agreement.

20 8. The Court has considered the Settlement, and the monetary allocations provided
21 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
22 Administrator to administer the Settlement and to make the payments as provided for by, and
23 consistent with, this Order and Judgment and the Settlement Agreement.

24 9. The Court approves the payment of \$300,000.00 to Blackstone Law, APC for
25 attorneys’ fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed
26 in accordance with this Order and Judgment and the Settlement Agreement.

27 ///

28 ///

1 10. The Court approves the payment of \$19,646.55 to Blackstone Law, APC for
2 reimbursement of actual litigation costs and expenses incurred in the Action. This amount shall be
3 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
4 Judgment and the Settlement Agreement.

5 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff Sheizan Bawa for
6 a PAGA Representative Enhancement Payment. This amount shall be paid from the Gross Settlement
7 Amount and shall be distributed in accordance with this Order and Judgment and the Settlement
8 Agreement.

9 12. The Court approves payment in the amount of \$14,750.00 to the Administrator for the
10 Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount and
11 shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12 13. The Court approves the notice, attached hereto as **Exhibit 1**, and the Administrator
13 shall distribute the notice to Aggrieved Employees at the same time that it distributes Individual PAGA
14 Payment checks to the Aggrieved Employees.

15 14. No later than fifteen (15) calendar days after the Court grants approval of the
16 Settlement, Defendant will deliver to the Administrator the Aggrieved Employee identifying
17 information in Defendant's possession, including each Aggrieved Employee's name, last-known
18 mailing address, Social Security number, and number of Workweeks during the PAGA Period
19 (collectively, "**Aggrieved Employee Data**").

20 15. On or before December 31, 2023, Defendant will fund half of the Gross Settlement
21 Amount (i.e., \$500,000.00) into a qualified settlement account established by the Administrator.
22 Within fourteen (14) calendar days after Defendant funds the first half of the Gross Settlement
23 Amount, the Administrator will mail checks for half of the Individual PAGA Payments, half of the
24 LWDA PAGA Payment, half of the Administration Expenses Payment, half of the PAGA Counsel
25 Fees Payment, half of the PAGA Counsel Litigation Expenses Payment, and half of the PAGA
26 Representative Enhancement Payment.

27 ///

28 ///

1 16. On or before December 31, 2024, Defendant will fund the remaining half of the Gross
2 Settlement Amount (i.e., \$500,000.00) to the qualified settlement account established by the
3 Administrator. Within fourteen (14) calendar days after Defendant funds the second half of the Gross
4 Settlement Amount, the Administrator will mail checks for the remaining half of the individual PAGA
5 Payments, remaining half of the LWDA PAGA Payment, remaining half of the Administration
6 Expenses Payment, remaining half of the PAGA Counsel Fees Payment, remaining half of the PAGA
7 Counsel Litigation Expenses Payment, and remaining half of the PAGA Representative Enhancement
8 Payment.

9 17. Individual PAGA Payment checks that are issued to Aggrieved Employees will be valid
10 and negotiable for up to one hundred and eighty (180) calendar days after the checks are initially
11 mailed to the Aggrieved Employees, and thereafter, will be canceled. Any funds associated with such
12 canceled checks will be distributed to the State of California's Unclaimed Property Fund in the name
13 of the Aggrieved Employee.

14 18. If the actual number of workweeks during the period from May 11, 2020 through April
15 14, 2023 is more than ten (10%) higher than 45,533 (i.e., more than 50,086 workweeks), the Gross
16 Settlement Amount will increase on a pro rata basis by the actual percentage. For example, if the total
17 aggregate workweeks for the period May 11, 2020 through April 14, 2023 exceeds 45,533 by 11%
18 (i.e., 50,542) then the Gross Settlement Amount will be increased by 1%.

19 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

20 20. Effective on the date when Defendant completes the second payment on or before
21 December 31, 2024, thereby fully funding the entire Gross Settlement Amount, Plaintiff and
22 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and
23 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant
24 and each of its former and present directors, officers, shareholders, owners, members, attorneys,
25 insurers, predecessors, successors, assigns, subsidiaries, and affiliates (the "**Released Parties**") from
26 all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the
27 PAGA Period facts stated in the Operative Complaint and the PAGA Notice (the "**Released PAGA**
28 **Claims**").

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

22. A declaration from the Administrator is due to be filed no later than February 28, 2025 to confirm that the distribution of funds to Aggrieved Employees is complete.

IT IS SO ORDERED.

Dated:

11-13-23

Will D. Clote

The Honorable William D. Claster
Judge of the Superior Court

Exhibit 1

[Date], 2023

[Claims Administrator Contact Information]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former Meathead Movers, Inc. Employee:

You have received this notice because Meathead Movers, Inc.'s ("Meathead") records indicate that you have worked for Meathead as an hourly, non-exempt employee in California at some time between May 11, 2020 through July 16, 2023. This notice relates to the settlement of the following lawsuit: *Sheizan Bawa, et al. v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC (the "Action").

In the Action, plaintiff Sheizan Bawa ("Plaintiff") seeks civil penalties against Meathead pursuant to the California Private Attorneys General Act ("PAGA"), a law which allows Plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees whom Plaintiff claims were "aggrieved" by alleged wage and hour violations on the part of Meathead, including its alleged failure to: provide meal periods and rest breaks; properly pay and calculate wages for all hours worked, overtime, minimum wages; reimburse for all necessary business-related expenses; furnish accurate itemized wage statements and maintain accurate payroll records; and timely pay all wages due during employment and upon separation.

Meathead strongly disputes Plaintiff's allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Action. Nonetheless, to avoid the cost and distraction of litigation, Meathead has made a business decision to settle the Action, which settlement has been approved by the Court.

The enclosed settlement check represents 50% of your total portion of the Court-approved PAGA settlement. The settlement is structured so that half of the settlement money is being disbursed to employees now and the remaining 50% will be disbursed on or before January 14, 2025.

You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided, and the funds will be distributed to the State Controller's Unclaimed Property Fund in the name of the employee who did not cash the check.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Action.

If you have any questions about this notice, please contact the Settlement Administrator, CPT Group, Inc. at (____) _____.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE ACTION. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.

1 **PROOF OF SERVICE**

2 I, Stephany Sinaguinan, certify and declare as follows:

3 I am over eighteen years of age and not a party to the within action; my business address is
4 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On November 6, 2023, I served a
copy of the following document:

5 **[REVISED PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S**
6 **MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF PAGA**
7 **COUNSEL FEES PAYMENT, PAGA COUNSEL LITIGATION EXPENSES**
PAYMENT, PAGA REPRESENTATIVE ENHANCEMENT PAYMENT, AND
ADMINISTRATION EXPENSES PAYMENT

8 on the interested parties as follows:

9 Alden J. Parker
10 Rebecca A. Hause-Schultz
Christina M. Anton
11 **FISHER & PHILLIPS LLP**
621 Capitol Mall, Suite 1400
12 Sacramento, California 95814
Telephone: (916) 210-0400
13 E-mails: aparker@fisherphillips.com; rhause-schultz@fisherphillips.com;
14 canton@fisherphillips.com; vrathke@fisherphillips.com; amalerbi@fisherphillips.com

15 *Attorneys for Defendant Meathead Movers, Inc.*

16 ☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document to be delivered electronically
17 to be delivered to the above referenced addressees via email from email address
18 *ssina@blackstonepc.com* pursuant to California Code of Civil Procedure section 1010.6(e)(1).
I did not receive any electronic message or other indication that the transmission was
unsuccessful.

19 ☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the
20 above is true and correct.

21 Executed on November 6, 2023 at Beverly Hills, California.

22 

23 Stephany Sinaguinan