

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Elizabeth Parker-Fawley (SBN 301592)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

WEBER DISTRIBUTION LLC, a California
limited liability company; WEBER LOGISTICS,
an unknown business entity;; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21LBCV00374

Honorable Mark C. Kim
Department S27

**[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, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees and Costs, General Release Fees,
and Settlement Administration Costs; Declaration of
Plaintiff's Counsel (Elizabeth Parker-Fawley); and
Declaration of Plaintiff Ashton Baker [filed
concurrently herewith]

Date: July 16, 2024
Time: 8:30 a.m.
Department: S27

Complaint Filed: July 12, 2021
FAC Filed: April 11, 2024
Trial Date: None Set

1 This matter has come before the Honorable Mark C. Kim in Department S27 of the Superior Court
2 of the State of California, for the County of Los Angeles–Governor George Deukmejian Courthouse, on
3 July 16, 2024 at 8:30 a.m. on Plaintiff Ashton Baker’s (“Plaintiff”) Motion for Approval of Private Attorneys
4 General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and
5 Costs, General Release Fee, and Settlement Administration Costs (“Motion for Approval of Settlement”).
6 Lawyers *for* Justice, PC appeared for Plaintiff Ashton Baker and Ogletree, Deakins, Nash, Smoak & Stewart,
7 P.C. appeared for Defendant Weber Distribution LLC (“Defendant”).

8 On or around May 7, 2024, Plaintiff and Defendant (together, the “Parties”) executed the Private
9 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or
10 “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Joanna Ghosh and Plaintiff Ashton Baker (3) the Settlement Agreement.

13 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

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

- 15 1. The Motion for Approval of Settlement is granted.
- 16 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 17 3. The Court finds that the Plaintiff has satisfied the prerequisites under the California Private
18 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
19 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the
20 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
21 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
22 2699.3(a).
- 23 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
24 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
25 appear in the above-captioned action (“Action”).

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27 ///

1 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:

2
3 All current and former hourly-paid or non-exempt employees who worked for Defendant in the
4 State of California during the PAGA period, November 11, 2019 through the date the Court
5 grants approval of the Settlement (“Aggrieved Employees”)

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

8 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
9 for payment of penalties under the Net Settlement Amount for the LWDA Payment and Employees Portion,
10 and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement
11 Amount for the LWDA Payment and Employees Portion. The Net Settlement Amount shall be the Total
12 Settlement Amount (\$1,900,000.00) less the approved Attorneys’ Fees and Costs to Lawyers *for* Justice, PC
13 (“Plaintiff’s Counsel”), General Release Fees to Plaintiff, and Settlement Administration Costs to Simpluris,
14 Inc. (the “PAGA Settlement Administrator”). Seventy-five percent (75%) of the Net Settlement shall be
15 distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net Settlement shall be
16 distributed to the Aggrieved Employees (“Employees’ Portion”) in accordance with this Order and Judgment
17 and the Settlement Agreement.

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

22 9. The Court approves the payment of \$760,000.00 to Lawyers *for* Justice, PC for attorneys’
23 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with
24 this Order and Judgment and the Settlement Agreement.

25 10. The Court approves the payment of \$11,370.02 to Lawyers *for* Justice, PC for reimbursement
26 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
27 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

28 11. The Court approves payments in the amount of \$7,500.00 to Plaintiff Ashton Baker for his
General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed

1 in accordance with this Order and Judgment and the Settlement Agreement.

2 12. The Court approves payment up to the amount of \$8,000.00 to Simpluris, Inc. for the
3 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be
4 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

5 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
6 Judgment and the Settlement Agreement.

7 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
8 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the PAGA
9 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
10 it distributes payments to Aggrieved Employees for their share of the Employees’ Portion (“Individual
11 Settlement Share(s)”).

12 15. No later than twenty-one (21) calendar days after Defendant the Effective Date¹, Defendant
13 shall provide the PAGA Settlement Administrator with a list of all the Aggrieved Employees, in accordance
14 with this Order and Judgment and the Settlement Agreement.

15 16. No later than thirty (30) calendar days after the Effective Date, Defendant will transmit the
16 Total Settlement Amount to a qualified settlement account established by the PAGA Settlement
17 Administrator for administration of the Settlement, in accordance with this Order and Judgment and the
18 Settlement Agreement.

19 17. No later than fourteen (14) calendar days after the PAGA Settlement Administrator received
20 the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail
21 the agreed-upon Cover Letter and Individual Settlement Share checks to the Aggrieved Employees by first-
22 class United States Mail.

23 18. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives
24 the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall
25

26 ¹ The Settlement Agreement shall become effective on the later of: (i) the 61st day after the Court enters an order and/or
27 judgment granting approval of the Settlement, provided no appeal or motion for reconsideration or other efforts to obtain
28 review has been filed; (ii) if any timely appeals or motions for reconsideration or review are filed, the 61st day after final
resolution of any such appeals or motions for reconsideration or review have been finally concluded. In this regard, the
Parties intend that the Effective Date of the Settlement Agreement shall not be on a date before the Court’s order and/or
judgment approving the Settlement has become completely final and there is no timely recourse by any person who seeks to
object or otherwise contest the Settlement. See Settlement Agreement, § 16.

transmit the LWDA Payment to the LWDA, the Attorneys' Fees and Costs to Plaintiff's Counsel, the General Release Fee to Plaintiff, and payment to itself for the Settlement Administration Costs, as provided for by this Order and Judgment and the Settlement Agreement.

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

20. The Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, Plaintiff and the State of California with respect to the Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties, to the fullest extent of the law, of and from the Action and from the Released Claims.

21. "Released Parties" means Defendant, including Defendant's parent corporation, members, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs.

22. "Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, et seq. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in Plaintiff's Notice(s) Sent to the LWDA, and in the Operative Complaint, including but not limited to, for: failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay vacation wages, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198,

1 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-
2 2001 and 9-2001.

3 23. "PAGA Period" means November 11, 2019 through the date the Court grants approval of the
4 Settlement.

5 24. 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 system
7 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).
8

9 Date: _____

Honorable Mark C. Kim
Judge of the Los Angeles Superior Court

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Baker v. Weber Distribution LLC, et al.*, Los Angeles Superior Court Case No. 21LBCV00374

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 *Baker v. Weber Distribution LLC, et al.*, Los Angeles Superior Court Case No. 21LBCV00374 (“Action”).

The lawsuit was filed on July 12, 2021 by Ashton Baker (“Plaintiff”) against his former employers, on behalf of the State of California, with respect to himself and other alleged 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 multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to timely 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 lawsuit, on May 5, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his 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-831401-21(the “PAGA Notice”). On April 3, 2024, Lawyers for Justice, PC submitted an additional letter to the LWDA and Defendant, adding California Labor Code section 227.3 as a provision for which Plaintiff seeks civil penalties under PAGA, and adding additional details with respect to the Labor Code Section 2800 and 2802 claims.

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant Weber Distribution, LLC (“Defendant”).

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 current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of Defendants within the State of California during the period November 11, 2019 through **<<insert the date the Court grants approval of the Settlement>>** (“Aggrieved Employees”). The period November 11, 2019 through **<<insert the date the Court grants approval of the Settlement>>** 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>>**, you were deemed to have knowingly and voluntarily released and forever discharged the Released Parties from any and all Released Claims.

“Released Parties” means Defendant, including Defendant’s parent corporation, members, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in Plaintiff’s Notice(s) Sent to the LWDA, and in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to

1 provide compliant meal periods and associated premiums, failure to provide compliant rest periods and
2 associated premiums, failure to pay vacation wages, failure to timely pay wages during employment, failure
3 to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to
4 maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses
and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 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.

5 The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not
6 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.

7 **Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask**
8 **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].