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**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

**DECLARATION OF ELIZABETH
PARKER-FAWLEY IN SUPPORT OF
PLAINTIFF'S 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**

[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
Ashton Baker; and [Proposed] Order and
Judgment 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

DECLARATION OF ELIZABETH PARKER-FAWLEY

I, Elizabeth Parker-Fawley, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Ashton Baker (together, "Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment representative and class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in dozens of employment-related putative class actions and representative actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwarzian is a Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.

1 In December of 2004, he obtained a license to practice law from the California State Bar. Since
2 in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost
3 exclusively focused on the prosecution of consumer and employment class actions. While
4 employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or
5 defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for
6 deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with
7 other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully
8 litigated cases involving the executive, administrative, and other overtime exemptions to the State
9 of California and federal overtime compensation requirements. Under his supervision, Lawyers
10 *for* Justice, PC has successfully obtained class certification by contested motion practice in
11 approximately fifteen (15) cases in the last decade and litigated over 1,000 class action or
12 representative action cases.

13 4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He
14 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
15 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
16 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
17 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
18 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
19 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
20 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
21 of the State of California and all United States District Courts in the State of California. He has
22 worked on many wage-and-hour class action and representative action cases, taking the lead in
23 taking and defending depositions, arguing motions, and attending mediations. He has played an
24 integral role in preparing matters for class certification, including and not limited to, successful
25 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
26 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
27 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
28 RG13680477). Under his supervision, dozens of class action or representative cases have resulted

1 in settlements that have been granted court approval, including and not limited to, those listed in
2 paragraph 6 herein. He has handled over one hundred and fifty (150) mediations and worked on
3 over two hundred and fifty (250) class action or representative action cases which have resulted in
4 settlement.

5 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received her
6 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
7 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
8 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
9 and in New York (since 2013) and she is also admitted to practice in all U.S. District Courts in
10 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
11 Court. She has taken and defended dozens of depositions and successfully handled motion practice
12 in class action cases regarding discovery (including and not limited to, regarding class contact
13 information), class certification (both contested class certification and stipulated class
14 certification), arbitration agreements, coordination, and intervention. She has successfully handled
15 briefing and oral argument on appeal and obtained notable decisions regarding the Private
16 Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto*
17 *Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert.
18 denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*
19 (2019) 8 Cal.5th 175. She has significant experience with class actions, including and not limited
20 to working on cases to obtain class certification through contested motion practice and working on
21 cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling
22 and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified
23 class consisting of approximately 2,600 individuals). She also has extensive experience with class
24 action and/or representative action settlements, and has handled this process in over three hundred
25 (300) cases. Under Edwin Aiwazian, Joanna Ghosh and Arby Aiwazian's supervision, Lawyers
26 for Justice, PC has handled the class certification and court approval process for hundreds of class
27 action and/or representative action matters that have successfully resolved. She is also a member
28 of the California Employment Lawyers Association.

6. I am the Director of Legal Operations at Lawyers for Justice, PC. In December 2014, I obtained a license to practice law from the California State Bar. I am admitted to practice in all courts in the State of California, as well as the Central, Southern, Northern, and Eastern District Courts of California and the Ninth Circuit Court of Appeal. Since December 2014, I have worked at Lawyers for Justice, PC, and my practice has almost exclusively focused on the prosecution of employment class actions and representative actions, handling cases in all stages of litigation from initial pleadings to assisting with class action trial matters, attending mediations, and preparing class action settlements. Previously, I was in the role of Manager of Litigation, in which I oversaw approximately twenty-five attorneys working on hundreds of employment class actions and representative actions, and provided internal training for our litigation practice group and post-bar law clerks. In my current role, I oversee the legal operations of the firm, review and advise attorneys on work product and practices, provide training, and supervise cases in various stages from their inception to final accounting. I am a member of the California Lawyers Association Labor & Employment Group and the California Employment Lawyers Association

**EXAMPLES OF RESULTS IN REPRESENTATIVE AND
CLASS ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

1 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national property management company involving
3 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
4 granted final approval of the class action settlement. The Los Angeles County Superior Court
5 Case Number is BC430918.

6 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class action against a national retailer involving allegations of misclassification of
8 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
9 certification. On August 26, 2013, the court granted final approval of the class action settlement.
10 The Los Angeles County Superior Court Case Number is BC424012.

11 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action against a bank, involving allegations of
13 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
14 granted final approval of the class and PAGA representative action settlement. The Kern County
15 Superior Court Case Number is S-1500-CV-273194-LHB.

16 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
17 wage-and-hour class and PAGA representative action against a national wholesale distributor of
18 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
19 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
20 representative action settlement. The Sacramento County Superior Court Case Number is 34-
21 2012-00136285.

22 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
23 wage-and-hour class action against a multinational corporation that provides global workplace
24 solutions, involving allegations of misclassification of the “Operations Manager” position. On
25 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
26 County Superior Court Case Number is BC478769.

27 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
28 wage-and-hour class and PAGA representative action against a national retailer of household

1 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
2 final approval of the class and PAGA representative action settlement. The San Francisco County
3 Superior Court Case Number is CGC-13-532344.

4 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
5 wage-and-hour class and PAGA representative action involving allegations of misclassification of
6 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
7 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
8 the class and PAGA representative action settlement. The Los Angeles County Superior Court
9 Case Number is BC474784.

10 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class and PAGA representative action against a national retailer of upscale
12 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
13 granted final approval of the class and PAGA representative action settlement. The Los Angeles
14 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
15 Coordination Proceeding Number is 4794.

16 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
18 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
19 settlement. The Los Angeles County Superior Court Case Number is BC488069.

20 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
22 involving allegations of misclassification of the “Department Manager” position. On August 12,
23 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
24 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
25 County Superior Court Case Number is RG13680477.

26 m) LFJ represented the Plaintiffs in a PAGA representative action against a real
27 estate and property management company, on behalf of non-exempt employees. On November 4,
28

2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-exempt employees. On November 18, 2016, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

p) LFJ, on behalf of the Plaintiffs and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

q) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

1 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a lumber and hardware company on
3 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
4 and PAGA representative action settlement. The Orange County Superior Court Case Number is
5 30-2014-00747750-CU-OE-CXC.

6 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
7 representative action against a property management company, on behalf of non-exempt
8 employees. On June 14, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC586234.

11 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a food company on behalf of non-exempt employees. On June 30,
13 2017, the court granted final approval of the class and PAGA representative action settlement. The
14 Sacramento County Superior Court Case Number is 34-2015-00175871.

15 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
16 representative action against a chocolate company on behalf of non-exempt employees. On July
17 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
18 The Alameda County Superior Court Case Number is RG15764300.

19 w) LFJ represented the plaintiff in a PAGA representative action, against the
20 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
21 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
22 Los Angeles County Superior Court Case Number is BC569664.

23 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a manufacturer of plastic containers on behalf of non-exempt
25 employees. On October 31, 2017, the court granted final approval of the class and PAGA
26 representative action settlement. The Los Angeles County Superior Court Case Number is
27 BC577233.

1 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
3 employees. On December 11, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC569646.

6 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a property management company on
8 behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
9 approval of the class and PAGA representative action settlement. The Los Angeles County
10 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
11 Number is 4819.

12 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a global provider of flexible office
14 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
15 representative action settlement. The Los Angeles County Superior Court Case Number is
16 BC498401.

17 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
18 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
19 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
20 County Superior Court Case Number is VCU264528.

21 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
22 representative action against a behavioral health service provider on behalf of non-exempt
23 employees. On November 13, 2018, the court granted final approval of the class and PAGA
24 representative action settlement. The Alameda County Superior Court Case Number is
25 RG16811450.

26 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 PAGA representative action against a global provider of products and services to the energy
28 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court

1 granted approval of the PAGA representative action settlement. The Kern County Superior Court
2 Case Number is S-1500-CV-280215-SDC.

3 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
4 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
5 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
6 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
7 Council Coordination Proceeding Number is 4886.

8 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
10 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
11 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
12 and the Judicial Council Coordination Proceeding Number is 4921.

13 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a national retailer of apparel and
15 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
16 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
17 court granted final approval of the class and PAGA representative action settlement. The
18 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

19 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
20 wage-and-hour class and PAGA representative action against a medical equipment supplier on
21 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
22 for class certification and certified a class. On November 2, 2023, the court granted final approval
23 of the class and PAGA representative action settlement. The San Bernardino County Superior
24 Court Case Number is CIVDS1505744.

25 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
26 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
27 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
28 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,

1 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
2 of the PAGA representative action settlement. The San Diego County Superior Court Case
3 Number is 37-2016-00005578-CU-OE-CTL.

4 jj) Lfj, in association with co-counsel therein, represented the plaintiff in a
5 wage-and-hour class and PAGA representative action against a large national drug testing
6 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
7 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
8 granted final approval of the class and PAGA representative action settlement. The San Diego
9 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

10 kk) Lfj, in association with co-counsel therein, represents the plaintiffs in a
11 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
12 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
13 court granted in part the plaintiffs' motion for class certification and certified a class. The
14 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
15 Judicial Council Coordination Proceeding Number is 4930.

16 ll) Lfj, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class and PAGA representative action against a plastic packaging company on
18 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
19 for class certification and certified a class. On November 8, 2021, the court granted approval of
20 the partial settlement of the action. On April 22, 2024, the court granted approval of the PAGA
21 settlement and entered an order dismissing the action. The San Bernardino County Superior Court
22 Case Number is CIVDS1507361.

23 mm) Lfj, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against manufacturer and supplier of power products and services on
25 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
26 for class certification and certified a class. On August 27, 2021, the court granted final approval
27 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
28 00025968-CU-OE-CTL.

nn) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. On January 16, 2024, the court granted final approval of the class and PAGA representative action settlement. The Solano County Superior Court Case Number is FCS051001.

oo) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

THE SETTLEMENT REACHED IN THE ACTION

8. Marked and attached hereto as "**EXHIBIT 1**" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Ashton Baker, for himself and on behalf of the State of California with respect to other aggrieved employees pursuant to the Private Attorneys General Act, and Defendant Weber Distribution, LLC ("Defendant"). Plaintiff and Defendant (together, the "Parties") have also drafted and agreed to the form and content of the proposed informational cover letter ("Cover Letter") for mailing to the Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as "**EXHIBIT 1**" to the [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 Fees, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

9. The Settlement pertains to the following allegedly Aggrieved Employees: all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period ("Aggrieved Employees"). The "PAGA Period" means the period November 11, 2019 through the date the Court grants approval of the Settlement. As reflected in Section 3(b) of the Settlement Agreement, Defendant has represented that there are

1 approximately one-thousand and ninety-eight (1,098) Aggrieved Employees who have worked
2 approximately sixty-six thousand and seven hundred and nine (66,709) Compensable Pay Periods.

3 10. Plaintiff has satisfied the prerequisites under California Labor Code section
4 2699.3(a), including, and not limited to, providing the California Labor and Workforce
5 Development Agency (“LWDA”) and the employer with written notice of the specific provisions
6 of the California Labor Code that are alleged to have been violated, including the facts and theories
7 to support the alleged violations, by way of written correspondence on behalf of Plaintiff Ashton
8 Baker that was dated May 5, 2021 (“Baker PAGA Notice”). The PAGA Notice was sent by U.S.
9 Certified Mail to the employer and submitted to the LWDA by way of online submission on the
10 LWDA’s website. Aside from confirmation of receipt of the PAGA Notices, the LWDA did not
11 respond to the PAGA Notices. A true and correct copy of the 2021 PAGA Notice is attached
12 hereto as “**EXHIBIT 2.**” On April 3, 2024, Lawyers for Justice, PC submitted an additional letter
13 to the LWDA and Defendant, adding California Labor Code section 227.3 as a provision for which
14 Plaintiff seeks civil penalties under PAGA, providing further details regarding, and fleshing out,
15 the allegations that were investigated, mediated, and resolved, and including and not limited to,
16 adding additional details about alleged violations of California Labor Code section 227.3 and
17 California Labor Code Section 2800 and 2802 (the “2024 PAGA Notice”)(the 2021 PAGA Notice
18 and 2024 PAGA Notice collectively “Plaintiff’s Notice(s) Sent to the LWDA”). A true and correct
19 copy of the 2024 PAGA Notice is attached hereto as “**EXHIBIT 3.**”

20 11. Defendant has agreed to pay the gross amount of one million and nine hundred
21 thousand dollars (\$1,900,000.00) (“Total Settlement Amount”), subject to possible increase under
22 Section 3(b) of the Settlement Agreement, to settle this matter. The Settlement Agreement
23 provides that the Net Settlement Amount will be the Total Settlement Amount less the following
24 amounts: (1) Attorneys’ Fees and Costs in the amount of up to \$760,000.00 for attorneys’ fees and
25 up to \$30,000.00 for reimbursement of litigation costs and expenses to Lawyers for Justice, PC
26 (“Plaintiff’s Counsel”); (2) General Release Fee in the amounts of \$7,500.00 to Plaintiff; and (3)
27 Settlement Administration Costs of up to \$8,000.00 to the PAGA Settlement Administrator.
28 Plaintiff’s Counsel only seeks an award of reimbursement of litigation costs and expenses in the

amount of \$30,000.00, and assuming that the requested Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs are approved by the Court, the Net Settlement is estimated to be approximately \$1,094,500.00. The Net Settlement will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement will be distributed to the LWDA, which is estimated to be \$820,875.00 ("LWDA Payment"), and twenty-five percent (25%) of the Net Settlement, which is estimated to be \$273,650.00 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"). The parties have agreed to retain Simpluris, Inc. ("Simpluris, Inc." or "PAGA Settlement Administrator") to handle the administration of the Settlement, and the Court is respectfully requested to appoint Simpluris, Inc. to serve as the third-party administrator. The Settlement Administration Costs are estimated not to exceed \$8,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

**THE LITIGATION AND WORK PERFORMED BY
PLAINTIFFS' COUNSEL**

12. The effectiveness of Plaintiff's Counsel, Lawyers for Justice PC, in prosecuting this case has translated into tangible monetary benefits for Plaintiff, the Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

13. After engaging in extensive investigations, formal and informal discovery, and exchange of information, the Parties participated in settlement negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a full-day mediation on August 2, 2023 conducted by Daniel Buckley Esq. a well-respected mediator experienced in mediating complex labor and employment matters. Although the Parties did not reach a settlement at

1 mediation, with the aid of the mediator's evaluation and his assistance with continued settlement
2 negotiations, the Parties reached the Settlement described herein. In the course of mediation and
3 settlement negotiations, the Parties discussed all aspects of the case, including the risks and delays
4 of further litigation and proceeding with trial, as well as the law relating to representative PAGA
5 actions, off-the-clock theory, meal and rest periods, regular rate of pay, vacation pay, collective
6 bargaining agreements, arbitration agreements/mutual dispute resolution agreements, and wage-
7 and-hour enforcement, evidence produced and analyzed, and the possibility of bifurcation of
8 discovery and/or trial and appeals, among other things. During all settlement discussions, the
9 Parties conducted their negotiations at arm's length in an adversarial position.

10 14. Prior to reaching the Settlement, the Parties investigated the veracity, strength, and
11 scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted
12 significant investigation, formal and informal discovery, and exchange of information, documents,
13 and data regarding the facts of the case, including and not limited to, the review, consideration,
14 and analysis of a large volume of information, documents, and data obtained from Plaintiff,
15 Defendant, and other sources. Plaintiff's Counsel propounded multiple sets of formal written
16 discovery requests onto Defendant (specifically, Requests for Production of Documents (Sets One
17 and Two), Special Interrogatories (Sets One, Two, Three, and Four), Form Interrogatories –
18 General (Set One, Set Two), and Request for Admission (Set One)), reviewed Defendant's
19 objections and responses and thereto, and served notices of depositions of Defendant's Person(s)
20 Most Knowledgeable designees regarding job duties, organizational structure, and wage and hour
21 practices, along with requests for production of documents. The information, documents, and data
22 that were reviewed and analyzed by Plaintiff's Counsel included, and was not limited to Plaintiff's
23 employment records, Defendants' Arbitration Agreements, internal memoranda, various
24 agreements and acknowledgments (such as, Mutual Dispute Resolution Agreement and Labor
25 Agreements, Confirmation of Receipt 2017 Employee Handbook, 2019 Employee Handbook
26 Acknowledgement CBA Covered Employees, Employee Receipt Acknowledgment of Policy and
27 Procedure Manual, Meal and Rest Period Policy Acknowledgment), forms (such as, New Hire
28 Form, Exit Interview Survey, Termination Checklist, Weber Hourly Associate Performance

Review, Weber Logistics Safety Shoe Reimbursement Form, Time & Attendance Correction Form, Driver Certification for Other Compensated Work), and Defendants' operations and employment practices, policies, and procedures documents (such as, Defendants' Meal Break and Rest Period Policies, Vacation Policies, Overtime Policy, and Timekeeping Policies), among other documents. Counsel for the Parties undertook significant investigation and evaluation of Plaintiff's claims and allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, arbitration agreements, case management, discovery, the mediation, settlement negotiations, and settlement, among other issues; case strategy and analysis; drafting, reviewing, researching, and revising the pleadings, court filings, the mediation brief, settlement agreement, and settlement approval motion papers; propounding written discovery requests and notices of depositions of Defendants' person most knowledgeable designees and reviewing Defendants' responses and objections thereto; claims evaluation and analysis and preparing for the mediation and settlement negotiations; and appearing for court proceedings and participating in mediation and settlement negotiations. Counsel for the Parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, regular rate of pay, vacation pay, collective bargaining agreements, and arbitration/mutual dispute resolution, and wage-and-hour enforcement.

15. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff's and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery.

16. Plaintiff and his counsel have considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the

1 imposition of penalties. Plaintiff's core allegation is that Defendant violated the California Labor
2 Code by failing to pay all wages, failing to provide compliant meal and rest periods and associated
3 premiums, failing to timely pay wages during employment and upon termination of employment,
4 failing to provide complete and accurate wage statements, failing to keep complete and accurate
5 payroll records, failing to pay all accrued vacation pay, and failing to reimburse necessary
6 business-related expenses and costs.

7 17. From the inception of this litigation, Defendant indicated that it would aggressively
8 litigate this case and contended that they would ultimately succeed in the action. Defendant
9 maintained several defenses to Plaintiff's allegations, which, if successfully argued and proven,
10 had the potential to eliminate or substantially reduce recovery. Throughout this litigation,
11 Defendant maintained, and continues to maintain, that they did not engage in a uniform policy and
12 systematic scheme of wage abuse against their non-exempt employees, and that they had, and
13 continue to have, legally-compliant employment policies and practices throughout the time period
14 at issue. Defendant denies that it ever violated any provision of the California Labor Code.
15 Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative
16 adjudication for any purpose other than the Settlement.

17 18. Importantly, Defendant also contended that the claims of Plaintiff and other
18 Aggrieved Employees are subject to enforceable agreements that included, *inter alia*, collective
19 bargaining agreements and arbitration/mutual dispute resolution agreements. Although the Parties
20 disagree on whether or not Defendant's agreements are enforceable and their impact, there is more
21 uncertainty regarding the viability of PAGA claims in the judicial forum, arising from the U.S.
22 Supreme Court's decision in *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639. The
23 California Supreme Court recently confirmed that PAGA representative claims are viable and can
24 continue to be prosecuted in *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. However, the
25 decision by the California Supreme Court in *Adolph v. Uber Technologies* suggests, and it is still
26 possible that, trial courts will stay the representative/non-individual PAGA claims pending
27 arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an
28 "aggrieved employee" for PAGA purposes, issue preclusion could apply and, once reduced to a

1 final judgment, trial courts are bound by the arbitrator's determination and the plaintiff loses
2 standing to pursue non-individual PAGA claims. It should be noted that at the time that the Parties
3 reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

4 19. Even if Defendant fails on its defenses, Plaintiff would inevitably face other
5 challenges in court. For example, Defendant challenged Plaintiff's standing as an aggrieved
6 employee and denied that any of Defendant's other employees, with respect to whom Plaintiff
7 seeks civil penalties, were aggrieved. Aside from challenges relating to standing, Defendant would
8 have likely sought bifurcation of discovery and/or trial of the PAGA claim — multiple courts have
9 taken such an approach, for example, limiting discovery or trial of the issues to the plaintiff.
10 Defendant also contended that an important feature of the PAGA statute is that a court has
11 discretion to reduce the penalties to be assessed against the employer pursuant to California Labor
12 Code section 2699(e)(1)-(2). As discussed above, Defendant denied and continues to deny that
13 they ever violated any provision of the California Labor Code. However, assuming, *arguendo*,
14 that any violations occurred, Defendant argued that the violations would not be viewed as
15 subsequent violations giving rise to heightened penalties. Defendant also argued that the Court
16 was unlikely to assess cumulative penalties for the maximum number of possible, separate
17 California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or
18 confiscatory—especially where certain conduct may be regulated by multiple provisions of the
19 California Labor Code that are interrelated and work in tandem.

20 20. Counsel for the Parties invested time reviewing, analyzing, and considering
21 relevant information, documents, and data regarding Plaintiff's and Aggrieved Employees'
22 employment with Defendant, and this information made it possible to calculate the potential value
23 and strength of the PAGA claim. Accordingly, the Parties have conducted sufficient investigation
24 and review of information to be sufficiently apprised of the nature and extent of the PAGA claim
25 asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness,
26 adequacy, and reasonableness. The Parties have also considered the settlement negotiations and
27 the recommendations of the mediator, Hon. Judge Daniel Buckley (Ret.), who is highly
28 experienced in presiding over and mediating complex labor and employment matters. The Parties

1 have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA
2 claim, as well as the costs and risks to both sides that would attend further litigation. The
3 Settlement takes into account the strengths and weaknesses of each side's position and the
4 uncertainty of how the case might have concluded as litigation continued, at trial and/or upon
5 appeal.

6 21. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks
7 attorneys' fees in the amount of \$760,000.00, which represents approximately forty percent (40%)
8 of the Total Settlement Amount, as provided by the Settlement Agreement. Pursuant to the
9 contingency-fee agreement entered into by Plaintiff and Plaintiff's Counsel, the Plaintiff has
10 agreed to a contingency fee of at least forty percent (40%) of the recovery. The attorneys' fees
11 sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case;
12 (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and
13 determination that Plaintiffs' Counsel has shown; (4) the results that Plaintiff's Counsel has
14 achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved
15 in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its
16 time and efforts to this case.

17 **LITIGATION COSTS AND EXPENSES INCURRED**
18 **BY PLAINTIFFS' COUNSEL**

19 22. Plaintiff's Counsel seeks reimbursement of \$11,370.02 for litigation costs and
20 expenses incurred in this case as reflected in the Case Cost Detail attached hereto as "**EXHIBIT**
21 **4.**" These costs and expenses were reasonable and necessary in the prosecution of this matter and
22 to obtain the Settlement, and the amount sought for reimbursement is less than the maximum
23 amount (\$30,000.00) allocated under the Settlement Agreement for reimbursement of litigation
24 costs and expenses. The cost savings of \$18,629.98 will be part of the Net Settlement Amount. It
25 should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and
26 will not receive any compensation until a recovery is obtained in this case.

27 **GENERAL RELEASE FEES TO PLAINTIFF**

28 23. In recognition of Plaintiff's efforts and work in spearheading the litigation of this

1 matter, as well as for their broader individual waiver and release of claims with a California Civil
2 Code Section 1542 waiver (set forth in Section 8(c) of the Settlement Agreement), the Settlement
3 provides a General Release Fee to Plaintiff in the amount of \$7,500.00 to be paid out of the Total
4 Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair
5 and appropriate. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State
6 of California and undertook the responsibilities of serving in representative capacities. Plaintiff
7 spent a substantial amount of time and effort discussing his employment with his counsel,
8 gathering and producing relevant documents and information, and providing the facts and evidence
9 necessary to attempt to prove the allegations. Plaintiff was available whenever his counsel needed
10 him and actively tried to obtain and provide information that would facilitate the pursuit of the
11 PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee.

12 24. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA
13 statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable,
14 and adequate given the substantial monetary benefits provided for by the Settlement, the strengths
15 and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with
16 continued litigation.

17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct.

19 Executed this 21st day of June 2024, at Glendale, California.

20 

21 _____
Elizabeth Parker-Fawley

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Ashton Baker (“Plaintiff”), for himself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and Weber Distribution, LLC (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately December 2015 to approximately January 2020. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), “the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020;

(b) On May 5, 2021, Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s 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 “2021 PAGA Notice”);

(c) 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, providing further details regarding, and fleshing out, the allegations that were investigated, mediated, and resolved, and including and not limited to, adding additional details about alleged violations of California Labor Code section 227.3 and California Labor Code Section 2800 and 2802 (the “2024 PAGA Notice”) (the 2021 PAGA Notice and 2024 PAGA Notice collectively “Plaintiff’s Notice(s) Sent to the LWDA”);

(d) On July 12, 2021, Plaintiff filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*, commencing a representative action under PAGA against Defendant, entitled *Ashton Baker v. Weber Distribution LLC, et al.*, Los Angeles Superior Court Case No. 21LBCV00374 (the “Complaint”). The Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(e) Parties have agreed that Plaintiff will file a First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*, whereby Plaintiff will provide further details regarding and flesh out the allegations that were investigated, mediated, and resolved, including and not limited to, adding details about alleged violations of California Labor Code section 227.3 and California Labor Code Sections

2800 and 2802 (“Amended Complaint”) (Complaint and Amended Complaint collectively the “Operative Complaint”);

(f) On August 2, 2023, the Parties mediated the Action with the Hon. Daniel Buckley (ret.) and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(g) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind. The Settlement Agreement is entered into solely for the purpose of compromising disputed claims. Nothing in this Settlement Agreement is intended to or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of One Million Nine Hundred Thousand Dollars and Zero Cents (\$1,900,000.00) (the “Total Settlement Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys’ fees in the amount of Forty Percent (40%) of the Total Settlement Amount, which is Seven Hundred Sixty Thousand Dollars and Zero Cents (\$760,000.00) if the Total Settlement Amount remains \$1,900,000.00, and reimbursement of litigation costs and expenses in the amount of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel. Defendant will not oppose any application by Plaintiff or Plaintiff’s Counsel for Attorneys’ Fees and Costs consistent with this Settlement Agreement and approved by the Court. In the event that the Court reduces or does not approve the requested Attorneys’ Fees and Costs, Plaintiff and Plaintiff’s Counsel shall not have the right to revoke this Settlement Agreement or the Settlement, and it will remain binding. If the Court approves an Attorneys’ Fees and Costs payment of less than the amounts allocated or requested, the remainder will be part of the Net Settlement Amount. Payroll tax withholding and deductions, if any, will not be taken from the Attorneys’ Fees and Costs; instead, one or more IRS Forms 1099 will be issued to Plaintiff’s Counsel with respect to those payments.

(2) A general release fee of up to the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“General Release Fee”) to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Eight Thousand Dollars and Zero Cents (\$8,000.00) (“Settlement Administration Costs”) to Simpluris, Inc. (the “PAGA Settlement Administrator”). These costs and expenses will

include, inter alia, fees and costs payable to the PAGA Settlement Administrator for printing, translating into Spanish, distributing (including with appropriate postage), and tracking documents for this Settlement in English and Spanish, any searches to locate any Aggrieved Employees, calculating estimated amounts per Aggrieved Employee, distributing the Employees' Portion, General Release Fee, Attorneys' Fees and Costs, LWDA Payment, and providing necessary certification of completion of notice, reports and declarations, establishing and administering a qualified settlement fund account, the issuing of 1099 forms and other responsibilities as requested by the Parties.

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (the "Aggrieved Employees"). The period November 11, 2019 through the date the Court grants approval of the Settlement is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) The Aggrieved Employees are estimated to consist of approximately 1,098 individuals who worked approximately 66,709 Compensable Pay Periods during the period between November 11, 2019 and June 2, 2023. If the actual number of Compensable Pay Periods during the period between November 11, 2019 and June 2, 2023 is more than five percent (5%) above 66,709, the Total Settlement Amount will increase in proportion to the increase in the number of Compensable Pay Periods above 70,044.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void provided however, the Parties shall first work in good faith to address any concerns raised by the Court and propose a revised settlement for the Court's approval as described in Section 6(d) below.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (*i.e.*, to terminate the Action by way of judgment or dismissal, with prejudice).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Ryan H. Crosner and Daniel N. Rojas of Ogletree, Deakins, Nash, Smoak & Stewart, P.C. ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) Should the Court decline to approve material aspects of the Settlement, the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised settlement for the Court's approval.

(e) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action, with prejudice, and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

(f) The Parties will seek quotes from mutually acceptable and qualified third-party settlement administrators to serve as the PAGA Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Settlement Agreement with respect to the performance of its duties and its compensation. The PAGA Settlement Administrator's duties will include preparing, printing, and mailing the PAGA Settlement Package to all Aggrieved Employees; conducting a National Change of Address search to update Aggrieved Employee addresses before mailing the PAGA Settlement Package; re-mailing PAGA Settlement Packages that are returned as undeliverable to the Aggrieved Employee's updated address; setting up a toll-free telephone number to receive calls from Aggrieved Employees; providing the Parties with weekly status reports about the delivery of PAGA Settlement Packages; calculating Compensable

Pay Periods; issuing the checks to effectuate the payments due under the Settlement; issuing any required tax reports; and otherwise administering the Settlement pursuant to this Agreement. If no forwarding address is provided, the PAGA Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. The PAGA Settlement Administrator will have the authority to resolve all disputes concerning the calculation of an Aggrieved Employee's Compensable Pay Periods, subject to the dollar limitations and calculations set forth in this Settlement Agreement. The PAGA Settlement Administration Expenses, including the cost of printing and mailing the PAGA Settlement Package, will be paid out of, and not in addition to, the Total Settlement Amount.

(g) Defendant and Defendant's Counsel shall have no responsibility for validating or ensuring the accuracy of the PAGA Settlement Administrator's work, and shall not be bound by any contract or agreement entered into between the PAGA Settlement Administrator and Plaintiff's Counsel, if any. In addition, Defendant and Defendant's Counsel shall not bear any responsibility for errors or omissions by the PAGA Settlement Administrator in administering the Settlement.

7. Payment of Total Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within thirty (30) calendar days of the Effective Date. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (*i.e.*, the Employees' Portion) based upon the number of pay periods they each worked between November 11, 2019 through approval ("Compensable Pay Periods"). Pay periods will be calculated using the weeks of employment for each Aggrieved Employee during the PAGA Period, subtracting weeks where no work was performed due to a leave of absence, vacation, or other periods when no work occurred (if any), and rounding up the nearest whole number. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

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(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter (“Cover Letter”) agreed to by the Parties and approved by the Court, in substantially the form attached hereto as “Exhibit A”, in the following manner:

(1) No later than twenty-one (21) calendar days after the Effective Date, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the “Aggrieved Employees List”), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) dates of employment as an hourly-paid or non-exempt employee who worked for Defendant in the State of California during the PAGA Period; (vi) Compensable Pay Periods during the PAGA Period; and (vii) Compensable Pay Periods during the period between November 11, 2019 and June 2, 2023.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller’s Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless instructed otherwise by Plaintiff’s Counsel. At the request of Plaintiff’s Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff’s Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees. This amount should not exceed \$15,000.00.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, Aggrieved Employees, and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged 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 (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from 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, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 9-2001 (collectively, the "Released Claims").

(b) Because this is a PAGA action, the Parties agree that no Aggrieved Employee has the right to exclude himself or herself from the Settlement or object to the terms of this Settlement Agreement. All Aggrieved Employees will be precluded from bringing Released Claims in accordance to the terms of this Settlement Agreement, upon its approval by the Court, regardless of whether he or she negotiates his or her settlement check.

(c) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will also be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal,

state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Limitation on Public Statements About Settlement.** Plaintiff and Plaintiff's Counsel agree not to disclose or publicize the Settlement, including the facts of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except to Aggrieved Employees and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt,

this section means Plaintiff and Plaintiff's Counsel agree not to issue press releases; communicate with, or respond to, any media or publication entities; publish information in manner or form, whether printed or electronic, on any medium; or otherwise communicate, whether by print, video, recording, or any other medium, with any person or entity concerning the Settlement, including the facts of the Settlement, its terms or contents, and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience. Furthermore, Plaintiff and Plaintiff's Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA. This provision also does not limit Plaintiff's Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Aggrieved Employees.

12. **Integrated Agreement.** After this Settlement Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Settlement Agreement and its exhibits.

13. **Attorney Authorization.** Plaintiff's Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

14. **No Prior Assignments.** The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in or through this Settlement.

15. **No Tax Advice.** Neither Plaintiff's Counsel nor Defendant's Counsel intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

16. **Effective Date.** This Settlement Agreement shall become effective on the later of: (i) the 61st day after the Court enters an order and/or judgment granting approval of the Settlement, provided no appeal or motion for reconsideration or other efforts to obtain 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 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.

///

17. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage, directly or indirectly, any individual or Aggrieved Employee to appeal from the Court's order and/or judgment approving the Settlement.

18. **Waiver of Right to Appeal.** Provided that the order and/or judgment approving the Settlement is consistent with the terms and conditions of this Settlement Agreement, Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel hereby waive any and all rights to appeal the order and/or judgment approving the Settlement, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken, by someone other than the Parties or their counsel, from the order and/or judgment approving the Settlement, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Court's order and/or judgment approving the Settlement becomes final.

19. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for certiorari, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the order and/or judgment approving the Settlement such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the order and/or judgment approving the Settlement is not fully affirmed on review by a higher court, then the Parties shall work together in good faith to address any concerns raised by the reviewing court and propose a revised Settlement for the approval of the Court after the reviewing court's decision vacating, reversing, or materially modifying the order and/or judgment approving the Settlement becomes final. A vacation, reversal, or modification of the Court's award of the General Release Fee and Attorneys' Fees and Costs will not constitute a vacation, reversal, or material modification of the Court's order and/or judgment approving the Settlement within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Total Settlement Amount subject to possible increase under Section 3(b).

20. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, any and all successors of each of the Parties.

21. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement Agreement. This Settlement Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

22. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Plaintiff's Counsel by Defendant and/or Defendant's Counsel in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule.

23. **Notice.** All notices, demands, or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Aggrieved Employees:

ARBY AIWAZIAN
arby@calljustice.com
JOANNA GHOSH
joanna@calljustice.com
LAWYERS FOR JUSTICE, PC
410 Arden Ave, Suite 203
Glendale, CA 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

To Defendant:

RYAN H. CROSNER
ryan.crosner@ogletree.com
DANIEL N. ROJAS
Daniel.rojas@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Tel.: (213) 239-9800
Fax: (213) 239-9045

24. **Continuing Jurisdiction and Extension of Time.** Pursuant to California Code of Civil Procedure ("C.C.P.") section 664.6, the Court shall retain continuing jurisdiction over the Action to ensure the continuing implementation and enforcement of this Settlement Agreement until performance is completed. Pursuant to C.C.P. section 583.330, the Parties hereby agree to extend the date to bring this Action to trial under C.C.P. section 583.310 for the entire period of this settlement process until the sooner of the Effective Date or the reopening of renewed discovery in the Action.

25. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator the Hon. Daniel Buckley (ret.). In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be

construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 05/07/2024, 2024

Electronically Signed: 2024-05-07 17:24:45 UTC - 71.146.191.99
Nintex AssureSign®  716f919-409e-4a47-98a8-b1690115ca02

Ashton Baker
Individually and On Behalf of the State of California
with Respect to Aggrieved Employees

WEBER DISTRIBUTION LLC

Date: _____, 2024

Name: _____
Title: _____

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: May 7, 2024



Arby Aiwanian
Joanna Ghosh
Attorneys for Plaintiff Ashton Baker

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

Date: _____, 2024

Ryan H. Crosner
Daniel N. Rojas
Attorneys for Defendant Weber Distribution, LLC

construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: _____, 2024 _____
Ashton Baker
Individually and On Behalf of the State of California
with Respect to Aggrieved Employees

WEBER DISTRIBUTION LLC

Date: _____, 2024 _____
Name:
Title:

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: _____, 2024 _____
Arby Aiwarzian
Joanna Ghosh
Attorneys for Plaintiff Ashton Baker

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

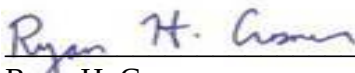
Date: _____, 2024  _____
Ryan H. Crosner
Daniel N. Rojas
Attorneys for Defendant Weber Distribution, LLC

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

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, Defendant, or Defendant's 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 2



May 5, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: WEBER DISTRIBUTION, LLC; WEBER LOGISTICS

Dear Representative:

We have been retained to represent Ashton Baker against Weber Distribution, LLC and Weber Logistics (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Weber") for violations of California wage-and-hour laws. Mr. Baker seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA, including an amount sufficient to recover underpaid wages pursuant to Labor Code section 558.

Mr. Baker seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Weber employed Mr. Baker as an hourly-paid, non-exempt employee from approximately December 2015 to approximately January 2020, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

The "aggrieved employees" that Mr. Baker may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Weber has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, 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 IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 9-2001.

Weber required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to business-related inquiries, remaining on-duty, and driving.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Baker and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Baker and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. Weber rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Weber over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Weber required Mr. Baker and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Weber also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Weber failed to pay Mr. Baker and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Weber failed to pay Mr. Baker and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Weber did not provide Mr. Baker and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Weber were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Baker and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Baker and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Baker and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Baker and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Baker and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Weber failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Baker and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Weber did not provide Mr. Baker and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of

work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Weber failed to pay Mr. Baker and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Baker and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Weber failed to pay Mr. Baker and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Baker and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Baker and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Weber. These costs include, but are not limited to, the use of personal phones for business-related matters.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

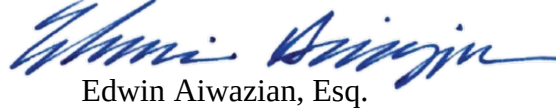
The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Company failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Baker seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including an amount sufficient to recover underpaid wages pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

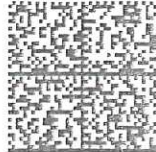
With kind regards,

A handwritten signature in blue ink, appearing to read 'Edwin Aiwazian', is written over the typed name.

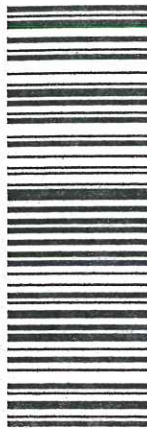
Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Weber Distribution, LLC
Weber Logistics
c/o Margaret M. Movius
13530 Rosecrans Ave.
Santa Fe Springs, CA 90670



PITNEY BOWES
\$7.150
US POSTAGE
CORRECTION
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2000152203
ZIP 91203
MAY 05 2021



7020 1810 0000 9835 7351
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☐ Return Receipt (hardcopy)	\$	
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☐ Adult Signature Restricted Delivery	\$	

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Webster Distribution, LLC
Webster Logistics
c/o Margaret M. Movius
13530 Rosecrans Ave.
Santa Fe Springs, CA 90670

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Weber Distribution, LLC
Weber Logistics
c/o Margaret M. Movius
13530 Rosecrans Ave.
Santa Fe Springs, CA 90670



9590 9402 5372 9189 9271 29

2. Article Number (Transfer from service label)

7020 1810 0000 9835 7351

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Mail Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Certified

- A receipt (this card)
- A unique identifier
- Electronic verification of delivery
- A record of delivery (signature) that can be used for a specified period of time

Important Reminders

- You may purchase Certified Mail, First-Class Mail, or Priority Mail.
- Certified Mail is not eligible for International Mail.
- Insurance coverage is provided with Certified Mail. For an additional endorsement of the following services, return receipt of delivery (this card) or electronic verification of delivery. You can request a complete PS Form 3800, Return Receipt, attached to the mailpiece.

PS Form 3800, July 2015 PSN 7530-02-000-9053

EXHIBIT 3



April 3, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: WEBER DISTRIBUTION, LLC; WEBER LOGISTICS

Dear Representative:

We have been retained to represent Ashton Baker against Weber Distribution, LLC and Weber Logistics (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as “Weber”) for violations of California wage-and-hour laws.

Mr. Baker seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Baker is a named plaintiff in *Ashton Baker v. Weber Distribution, LLC, et al.* Los Angeles Superior Court Case No. 21LBCV00374 (“Action”), which alleges that Weber engaged in violations of multiple provisions of the California Labor Code. Attached hereto as “**Attachment A**” is the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Complaint”) filed in the Action.

For all of the reasons asserted in the Action and also those espoused herein, Mr. Baker seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Weber employed Mr. Baker as an hourly-paid, non-exempt employee from approximately December 2015 to approximately January 2020, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), “the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.”

The “aggrieved employees” that Mr. Baker may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned non-discretionary shift differential/bonus/performance/commission/incentive pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate or pay meal or rest premiums.

Based on the following facts and theories, Weber has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, 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 Nos. 4-2001 and 9-2001.

Mr. Baker asserts that Weber required aggrieved employees to perform work off-the-clock before their scheduled shifts, after their scheduled shifts, and during meal breaks, and/or work during rest breaks and failed to compensate aggrieved employees for this time. Mr. Baker and other aggrieved employees were regularly required to complete delivery and pick-up schedules and routes, receive updates and new schedules and routes and communicate with dispatch, complete daily logs, don and doff uniforms, and not leave vehicles unattended. . Weber prohibited aggrieved employees from clocking in prior to the start of their scheduled shifts and required aggrieved employees to receive prior authorization before working any overtime hours, thereby proactively discouraging employees from reporting their actual hours worked, resulting in uncompensated off-the-clock work.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day, over forty hours in one week, and/or more than six (6) consecutive days in one week, without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Baker and other aggrieved employees worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek, without overtime compensation. Therefore, Mr. Baker and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. Weber rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Weber over time, resulting in aggrieved employees being underpaid for their time worked. Weber effectively paid zero dollars per hour for time Mr. Baker and the other aggrieved employees worked off-the-clock performing work duties, which resulted in an underpayment of overtime wages to Mr. Baker and other aggrieved employees. Weber's failure to pay overtime wages also includes, and is not limited to, its failure to properly calculate the regular rate of pay by failing to include all forms of non-discretionary shift differential/bonus/performance/commission/incentive pay in its calculation of the regular rate of pay for the purposes of paying overtime and meal and rest premiums.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Weber required Mr. Baker and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Weber also required aggrieved employees to stay on work premises during rest periods. Weber required aggrieved employees to remain working through meal and rest breaks, and failed to relieve aggrieved employees of all duties and relinquish control over how they spent what should have been duty-free meal and rest breaks. For example, Weber required aggrieved employees to remain on premises during breaks so that they were readily available to return to work and to perform work tasks through rest breaks. Furthermore, Weber failed to properly calculate the regular rate of pay, by failing to include all forms of non-discretionary pay, e.g. non-discretionary shift differential/bonus/performance/commission/incentive pay, if and when it paid

premiums, and failed to pay all meal and rest premiums due for missed, short, late and/or interrupted meal and/or rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Weber failed to pay Mr. Baker and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above. California Labor Code section 203 provides that if an employer willfully fails to pay the wages of an employee who is discharged or quits, the wages of the employee will continue as a penalty from the day due at the same rate until paid or until an action is commenced. During the relevant time period, Weber willfully failed to pay the wages due to aggrieved employees who were discharged or quit, and also failed to pay penalties which accrued due to its willful failure to timely pay wages. For example, aggrieved employees were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum, regular, and overtime wages for time worked off-the-clock to perform work duties and meal and rest period premium payments and as a result of Weber's failure to properly calculate the regular rate of pay, thereby triggering waiting time penalties.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Weber failed to pay Mr. Baker and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, regular, overtime, and premium wages as discussed above. For example, Mr. Baker and other aggrieved employees were not timely paid wages during their employment, including but not limited to, minimum, regular, and overtime wages for time worked off-the-clock to perform work duties, meal and rest period premium payments, as a result of Weber's failure to properly calculate the regular rate of pay, thereby triggering waiting time penalties.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Weber did not provide Mr. Baker and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Weber were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the accurate total hours worked by Mr. Baker and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods, failure to list all the correct overtime rates

since they do not encompass all non-discretionary forms of pay, and failure to list all meal and rest premiums owed as discussed above.

California Labor Code section 227.3 requires that, unless otherwise provided by a collective-bargaining agreement, when an employment contract or employer policy provides for paid vacations or time off, all vested vacation and time off shall be paid to the employee as wages at his or her final rate, provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested paid vacation time or time off upon termination. California Labor Code section 246(a)(1) provides that “[a]n employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” During the relevant time period, Weber failed to accurately record time worked and thus accurately credit/accrue vacation pay, failed to timely pay vacation pay, and/or failed to correctly calculate and pay vacation pay, to Mr. Baker and other aggrieved employees, in violation of Labor Code sections 227.3, resulting in underpayment of wages in violation of Labor Code sections 201, 202, and 203.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day’s rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Baker and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Baker and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Baker and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Baker and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day’s rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Baker and other aggrieved employees. For example, Weber failed to account for all time worked off-the-clock and compensate for earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Weber did not provide Mr. Baker and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.” For example,

Weber effectively paid zero dollars per hour for time Mr. Baker and the other aggrieved employees worked off-the-clock performing work duties, Weber failed to pay all meal and rest premiums due, and Weber failed to properly calculate the regular rate of pay, which resulted in an underpayment of wages to Mr. Baker and other aggrieved employees.

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, Weber failed to pay Mr. Baker and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Mr. Baker and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, Weber failed to pay Mr. Baker and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Mr. Baker and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Baker and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Weber. Weber failed to reimburse for the use of personal phones for business-related matters, purchase and/or maintenance of work attire, personal protective equipment, footwear (e.g., steel-toed boots) and supplies and tools (e.g., high visibility work vest, safety mask, safety equipment, and knives).

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any “doing business as” names used by the employer. The physical address of the employer’s main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer’s workers’ compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and

use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Company failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Baker seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Joanna Ghosh, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Weber Distribution, LLC
Weber Logistics
c/o Ryan H. Crosner and Daniel N. Rojas
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

ATTACHMENT A

Edwin Aiwazian (SBN 232943)
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**

**COMPLAINT FOR ENFORCEMENT
 UNDER THE PRIVATE ATTORNEYS
 GENERAL ACT, CALIFORNIA LABOR
 CODE § 2698, ET SEQ.**

Violation of California Labor Code §
 2698, et seq. (California Labor Code
 Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ASHTON BAKER (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, each Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiff and the other aggrieved employees took place in the State of California, including the County of Los Angeles. At all relevant times, Defendants maintained their headquarters/“nerve center” within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff ASHTON BAKER is an individual residing in the State of California, County of Los Angeles.

6. Defendant WEBER DISTRIBUTION LLC at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times

///

herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

7. Defendant WEBER LOGISTICS at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. At all relevant times, Defendants WEBER DISTRIBUTION LLC and WEBER LOGISTICS were the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

9. At all times herein relevant, WEBER DISTRIBUTION LLC, WEBER LOGISTICS, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

11. WEBER DISTRIBUTION LLC, WEBER LOGISTICS, and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

///

12. Plaintiff further alleges that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

PAGA ALLEGATIONS

13. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

14. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

15. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

16. Plaintiff was employed by Defendants and the alleged violation was committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

17. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the Labor & Workforce Development Agency (hereinafter "LWDA") and by U.S. Certified

Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

18. On May 5, 2021, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant WEBER DISTRIBUTION LLC and WEBER LOGISTICS of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff’s notice.

19. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

20. At all relevant times set forth herein, Defendants employed Plaintiff and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants 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 the Defendants within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay

1 which was not used to calculate the correct regular rate of pay used to calculate the overtime
2 rate (hereinafter collectively referred to as the “other aggrieved employees”).

3 21. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
4 exempt employee from approximately December 2015 to approximately January 2020 in the
5 State of California, County of Los Angeles.¹

6 22. Defendants hired Plaintiff and the other aggrieved employees, and failed to
7 compensate them for all hours worked, missed meal periods or rest breaks.

8 23. Defendants had the authority to hire and terminate Plaintiff and the other
9 aggrieved employees, to set work rules and conditions governing Plaintiff’s and the other
10 aggrieved employees’ employment, and to supervise their daily employment activities.

11 24. Defendants exercised sufficient authority over the terms and conditions of
12 Plaintiff’s and the other aggrieved employees’ employment for them to be joint employers of
13 Plaintiff and the other aggrieved employees.

14 25. Defendants directly hired and paid wages and benefits to Plaintiff and the
15 other aggrieved employees.

16 26. Defendants continue to employ hourly-paid or non-exempt employees, within
17 the State of California.

18 27. Plaintiff and the other aggrieved employees worked over eight (8) hours in a
19 day, and/or forty (40) hours in a week during their employment with Defendants.

20 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid
22 or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours
23 worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest
24 breaks in violation of California law.

25 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
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28 ¹ Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), “the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.”

1 receive certain wages for overtime compensation and that they were not receiving wages for
2 overtime compensation.

3 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 failed to provide Plaintiff and the other aggrieved employees the required rest and meal
5 periods during the relevant time period as required under the Industrial Welfare Commission
6 Wage Orders and thus they are entitled to any and all applicable penalties.

7 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
9 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
10 aggrieved employee's regular rate of pay when a meal period was missed, and they did not
11 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
12 aggrieved employee's regular rate of pay when a meal period was missed.

13 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
15 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
16 aggrieved employees' regular rate of pay when a rest period was missed, and they did not
17 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
18 aggrieved employees' regular rate of pay when a rest period was missed.

19 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
21 receive at least minimum wages for compensation and that they were not receiving at least
22 minimum wages for all hours worked.

23 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
25 receive all wages owed to them upon discharge or resignation, including overtime and
26 minimum wages and meal and rest period premiums, and they did not, in fact, receive all
27 such wages owed to them at the time of their discharge.

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1 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
3 receive all wages owed to them during their employment. Plaintiff and the other aggrieved
4 employees did not receive payment of all wages, including overtime and minimum wages
5 and meal and rest period premiums, within any time permissible under California Labor
6 Code section 204.

7 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
9 receive complete and accurate wage statements in accordance with California law, but, in
10 fact, they did not receive complete and accurate wage statements from Defendants. The
11 deficiencies included, *inter alia*, the failure to include the total number of hours worked by
12 Plaintiff and the other aggrieved employees.

13 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Defendants had to keep complete and accurate payroll
15 records for Plaintiff and the other aggrieved employees in accordance with California law,
16 but, in fact, did not keep complete and accurate payroll records.

17 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
19 reimbursement for necessary business-related expenses and costs.

20 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that they had a duty to compensate Plaintiff and the other
22 aggrieved employees pursuant to California law, and that Defendants had the financial ability
23 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
24 falsely represented to Plaintiff and the other aggrieved employees that they were properly
25 denied wages, all in order to increase Defendants' profits.

26 40. At all material times set forth herein, Defendants failed to pay overtime wages
27 to Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees
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1 were required to work more than eight (8) hours per day and/or forty (40) hours per week
2 without overtime compensation.

3 41. At all material times set forth herein, Defendants failed to provide
4 uninterrupted meal and rest periods to Plaintiff and the other aggrieved employees.

5 42. At all material times set forth herein, Defendants failed to pay Plaintiff and the
6 other aggrieved employees at least minimum wages for all hours worked.

7 43. At all material times set forth herein, Defendants failed to pay Plaintiff and the
8 other aggrieved employees all wages owed to them upon discharge or resignation.

9 44. At all material times set forth herein, Defendants failed to pay Plaintiff and the
10 other aggrieved employees' wages within any time permissible under California law,
11 including, *inter alia*, California Labor Code section 204.

12 45. At all material times set forth herein, Defendants failed to provide complete
13 and accurate wage statements to Plaintiff and the other aggrieved employees.

14 46. At all material times set forth herein, Defendants failed to keep complete and
15 accurate payroll records for Plaintiff and the other aggrieved employees.

16 47. At all material times set forth herein, Defendants failed to reimburse Plaintiff
17 and the other aggrieved employees for necessary business-related expenses and costs.

18 48. At all material times set forth herein, Defendants failed to properly
19 compensate Plaintiff and the other aggrieved employees pursuant to California law in order
20 to increase Defendants' profits.

21 49. California Labor Code section 218 states that noting in Article 1 of the Labor
22 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
23 due to him [or her] under this article."

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FIRST CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

**(Against WEBER DISTRIBUTION LLC, WEBER LOGISTICS,
and DOES 1 through 100)**

50. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 49, and each and every part thereof with the same force and effect as though fully set forth herein.

51. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

52. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

53. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

54. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

55. Defendants’ failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

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Failure to Provide Rest Periods

56. Defendants’ failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

57. Defendants’ failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

58. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

59. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

60. Defendants’ failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

61. Defendants’ failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

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Failure to Reimburse Necessary Business-Related Expenses and Costs

62. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

63. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

64. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the

1 Labor and Workforce Development Agency for the enforcement of labor laws and education
2 of employers and employees about their rights and responsibilities and twenty-five percent
3 (25%) to the aggrieved employees.

4 65. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
5 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other
6 applicable statute.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the
9 California Private Attorneys General Act, requests a trial by jury.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees
12 pursuant to the Private Attorneys General Act, prays for relief and judgment against
13 Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

14 **As to the First Cause of Action**

15 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and
16 (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201,
17 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
18 2802; and

19 2. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 DATED: July 12, 2021

LAWYERS for JUSTICE, PC

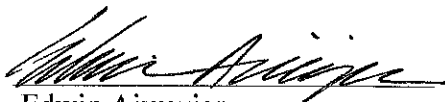
23 By: 
24 Edwin Aiwanian
25 Attorneys for Plaintiff
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27
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EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL

Baker vs. Weber Distribution LLC (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
5/4/2020	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
5/4/2020	U.S. Postmaster	Postage	\$7.15
10/29/2020	General Logistics Systems US, Inc.	Courier Service	\$13.38
2/4/2021	U.S. Postmaster	Postage	\$6.96
7/13/2021	Los Angeles Superior Court	Complaint Filing Fee	\$435.00
7/13/2021	Legal Document Server, Inc.	Attorney Service	\$30.43
8/11/2021	ProLegal	Attorney Service	\$140.80
9/22/2021	Legal Document Server, Inc.	Attorney Service	\$15.20
9/23/2021	Legal Document Server, Inc.	Attorney Service	\$15.20
11/29/2021	Legal Document Server, Inc.	Attorney Service	\$15.20
1/13/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
1/14/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
1/19/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
3/15/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
4/25/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
5/23/2022	Los Angeles Superior Court	Jury Fee	\$150.00
5/23/2022	Legal Document Server, Inc.	Attorney Service	\$25.32
11/30/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
3/17/2023	Legal Document Server, Inc.	Attorney Service	\$20.00
3/17/2023	Los Angeles Superior Court	Motion Fee	\$60.00
3/23/2023	Legal Document Server, Inc.	Attorney Service	\$15.95
4/27/2023	Riverside Superior Court	Document Download Fee	\$58.50
5/3/2023	Los Angeles Superior Court	Document Download Fee	\$71.00
6/16/2023	Riverside Superior Court	Document Download Fee	\$1.00
7/3/2023	Signature Resolution LLC	Mediation Fee	\$9,950.00
8/1/2023	Legal Document Server, Inc.	Attorney Service	\$17.54
8/1/2023	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
8/22/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
8/29/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
4/9/2024	Legal Document Server, Inc.	Attorney Service	\$17.54
4/9/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
4/9/2024	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
4/10/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
4/12/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
4/12/2024	Legal Document Server, Inc.	Attorney Service	\$16.15

Total: \$11,370.02