

(SIGNATURE)

EXHIBIT A

FEB 29 2024

David W. Slayton, Executive Officer/Clerk of Court
By: K. Mason, Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT
DEPARTMENT 53

LEXY BARAJAS, as an aggrieved employee
and private attorney general, et al.;

Plaintiffs,

vs.

H.W. HUNTER, INC., et al.;

Defendants.

Case No.: 22STCV01892

Hearing Date: February 29, 2024

Time: 10:00 a.m.

~~TENTATIVE~~ ORDER RE:

**PLAINTIFFS' MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

MOVING PARTIES: Plaintiffs Lexy Barajas and Jason Marmon, as aggrieved
employees and private attorney generals

RESPONDING PARTY: Unopposed

Motion for Approval of PAGA Settlement

The court considered the moving papers filed in connection with this motion. No
opposition papers were filed.

DISCUSSION

Plaintiffs Lexy Barajas and Jason Marmon ("Plaintiffs") seek an order approving the
settlement of their claims under the Labor Code Private Attorneys General Act of 2004 (Labor
Code, § 2698, et seq.) ("PAGA") set forth in the PAGA Settlement Agreement (the "Settlement
Agreement") entered into by and between Plaintiffs, on the one hand, and defendant H.W.
Hunter, Inc. ("Defendant"), on the other hand.

The parties have reached a settlement of \$437,500. (Genish Decl., ¶ 22.)

Under PAGA, an aggrieved employee may bring a civil action personally and on behalf
of other current or former employees to recover civil penalties for Labor Code violations.

1 (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, abrogated in part
2 on other grounds in *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639, 662 [holding that
3 the Federal Arbitration Act preempts the rule of *Iskanian* insofar as it precludes the division of
4 PAGA claims into individual and non-individual claims through arbitration agreements].) Labor
5 Code section 2699, subdivision (1)(2) provides that “[t]he superior court shall review and
6 approve any settlement of any civil action pursuant to” PAGA.

7 The court’s review of PAGA settlements “ensur[es] that any negotiated resolution is fair
8 to those affected.” (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) In an effort to aid
9 the court in the determination of the fairness of the settlement, *Wershba v. Apple Computer, Inc.*
10 (2001) 91 Cal.App.4th 224, 244-245 (disapproved on other grounds), discusses factors that the
11 court should consider when determining the reasonableness of a settlement agreement. “[A]
12 presumption of fairness exists where: (1) the settlement is reached through arm’s-length
13 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
14 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
15 is small.” (*Id.* at p. 245.) “[T]he test is not the maximum amount plaintiffs might have obtained
16 at trial on the complaint, but rather whether the settlement is reasonable under all of the
17 circumstances.” (*Id.* at p. 250.)

18 A copy of the Settlement Agreement is attached to the declaration of Jonathan M. Genish
19 as Exhibit 3. Pursuant to the terms of the Settlement Agreement, Defendant has agreed to pay a
20 total gross settlement amount of \$437,500, to be allocated as follows:

- 21 • Up to \$145,833.33: payable to Plaintiffs’ counsel for attorney’s fees;
- 22 • \$14,506.31: payable to Plaintiffs’ counsel for litigation expenses;¹
- 23 • Up to \$5,000: payable to plaintiff Lexy Barajas for a plaintiff enhancement payment;
- 24 • Up to \$5,000: payable to plaintiff Jason Marmon for a plaintiff enhancement payment;
- 25 • Up to \$5,000: payable to the administrator, ILYM Group, Inc., for administration
26 expenses;

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28 ¹ The court notes that the Settlement Agreement provides for the recovery of up to \$20,000 for litigation expenses.
(Genish Decl., Ex. 3, Settlement Agreement, ¶ 3.2.1.) However, Plaintiffs’ counsel “only seeks reimbursement of a
total of \$14,506.31 in litigation costs and expenses.” (Genish Decl., ¶ 48.)

- \$262,160.36: Estimated PAGA payment, of which \$196,620.27, or 75 percent, will be paid to the California Labor and Workforce Development Agency, and \$65,540.09, or 25 percent, will be paid to all aggrieved employees.

(Genish Decl., Ex. 3, Settlement Agreement, ¶¶ 1.2, 1.12, 3.1, 3.2.1, 3.2.2, 3.2.2.1, 3.2.3; Genish Decl., ¶¶ 22-23, 48; Marmon Decl., ¶¶ 4-15; Barajas Decl., ¶¶ 4-15.)

Within 14 days after Defendant funds the gross settlement amount, the administrator will (1) issue checks for the individual PAGA payments to the aggrieved employees, and (2) send, along with the payments, a cover letter that notifies the aggrieved employees of Plaintiffs' action and the parties' settlement. (Genish Decl., Ex. 3, Settlement Agreement, ¶ 4.4.1 and Ex. A.)

The parties reached agreement following the exchange of formal and informal discovery and arms-length bargaining that occurred during a mediation conducted by Hon. Carl J. West (Ret.). (Genish Decl., ¶¶ 14-17, 30, 42.) Based on the argument and evidence set forth in Plaintiffs' motion and the declarations of Plaintiffs, Plaintiffs' counsel, Jonathan M. Genish, and the president of the proposed administrator, ILYM Group, Inc., the court finds that the PAGA settlement set forth in the PAGA Settlement Agreement is fair, adequate, and reasonable.

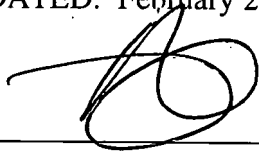
ORDER

The court grants plaintiffs Lexy Barajas and Jason Marmon's motion for approval of PAGA settlement.

The court will sign and file the proposed "Order and Judgment Granting Plaintiffs' Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Payments, and Administration Expenses Payment," lodged by plaintiffs Lexy Barajas and Jason Marmon on October 9, 2023, as modified by the court.

1 The court orders plaintiffs Lexy Barajas and Jason Marmon to give notice of this ruling.
2 IT IS SO ORDERED.
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4 DATED: February 29, 2024

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7 Robert B. Broadbelt III
8 Judge of the Superior Court
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03/01/2024

EXHIBIT B

FILED
Superior Court of California
County of Los Angeles

FEB 29 2024

David W. Slayton, Executive Officer/Clerk of Court
By: K. Mason, Deputy

Jonathan M. Genish (State Bar No. 259031)
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Attorneys for Plaintiffs
Lexy Barajas and Jason Marmon

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

LEXY BARAJAS and JASON MARMON, as
aggrieved employees and private attorney
general,

Plaintiffs,

vs.

H. W. HUNTER, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 22STCV01892

Honorable Robert B. Broadbelt
Department 53

**~~[PROPOSED]~~ ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA SETTLEMENT AND
AWARD OF PAGA COUNSEL FEES
PAYMENT, PAGA COUNSEL LITIGATION
EXPENSES PAYMENT, ENHANCEMENT
PAYMENTS, AND ADMINISTRATION
EXPENSES PAYMENT**

Reservation ID: 182084061481

Date: February 28, 2024
Time: 10:00 a.m.
Dept.: 53

Complaint Filed: January 18, 2022
FAC Filed: February 23, 2022
Trial Date: March 13, 2024

PROPOSED ORDER AND JUDGMENT

On February 28, 2024 at 10:00 a.m. in Department 53 of the above-entitled Court, located at Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012, Plaintiffs Lexy Barajas and Jason Marmon's (together, "**Plaintiffs**") Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Payments, and Administration Expenses Payment ("**Motion**") came on for hearing before the Honorable Robert B. Broadbelt. Blackstone Law, APC appeared on behalf of Plaintiffs, and Fine, Boggs & Perkins LLP appeared on behalf of Defendant H.W. Hunter, Inc. ("**Defendant**").

Plaintiffs and Defendant (collectively, the "**Parties**") have executed the PAGA Settlement Agreement ("**Settlement Agreement**" or "**Settlement**").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby *and enters judgment as follows* GRANTS Plaintiffs' Motion.

IT IS HEREBY ORDERED THAT:

1. Plaintiffs' Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Payments, and Administration Expenses Payment is granted in its entirety.

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

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

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

1 5. The individuals covered under the Settlement consist of the following: "all individuals
2 who worked for Defendant in the State of California as hourly-paid and/or non-exempt employees at
3 any time during the PAGA Period ("**Aggrieved Employees**"). The "**PAGA Period**" is defined as the
4 period from May 15, 2020 to July 15, 2022.

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

7 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
8 allocated for payment of penalties under PAGA ("**PAGA Penalties**"), and determines that it is fair,
9 just, reasonable, and adequate. The Court hereby approves the PAGA Penalties, which shall be the
10 Gross Settlement Amount (\$437,500.00) less the approved PAGA Counsel Fees Payment and PAGA
11 Counsel Litigation Expenses Payment to PAGA Counsel, Enhancement Payments to Plaintiffs, and
12 Administration Expenses Payment to ILYM Group, Inc. ("**Administrator**"). Seventy-five percent
13 (75%) of the PAGA Penalties shall be distributed to the LWDA ("**LWDA PAGA Payment**") and
14 twenty-five percent (25%) of the PAGA Penalties shall be distributed to the Aggrieved Employees in
15 accordance with this Order and Judgment and the Settlement Agreement.

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

20 9. The Court approves the payment of \$145,833.33 to Blackstone Law, APC for
21 attorneys' fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed
22 in accordance with this Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$14,506.31 to Blackstone Law, APC for
24 reimbursement of actual litigation costs and expenses incurred in the Action. This amount shall be
25 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
26 Judgment and the Settlement Agreement.

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1 11. The Court approves payments in the amount of \$5,000.00 each (total, \$10,000.00) to
2 Plaintiffs Lexy Barajas and Jason Marmon for Enhancement Payments. These amounts shall be paid
3 from the Gross Settlement Amount and shall be distributed in accordance with this Order and
4 Judgment and the Settlement Agreement.

5 12. The Court approves payment in the amount of up to \$5,000.00 to the Administrator for
6 the Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount
7 and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

8 13. The Court approves the cover letter ("**Cover Letter**"), attached hereto as **Exhibit 1**,
9 and the Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that
10 it distributes Individual PAGA Payment checks to the Aggrieved Employees.

11 14. Within fifteen (15) calendar days of the Effective Date, Defendant will deliver
12 Aggrieved Employee identifying information in Defendant's possession, including each Aggrieved
13 Employee's full name, last-known mailing address, Social Security number, and number of Pay
14 Periods (collectively, "**Aggrieved Employee Data**") to the Administrator in the form of a Microsoft
15 Excel spreadsheet. *The "Effective Date" is the date when the court enters*
this Judgment.

16 15. Within fifteen (15) calendar days of the Effective Date, Defendant will fund the Gross
17 Settlement Amount by transmitting the funds to the Administrator.

18 16. Within fourteen (14) calendar days after Defendant funds the Gross Settlement
19 Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA
20 Payment, the Administration Expenses Payment, the Enhancement Payments, the PAGA Counsel Fees
21 Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel
22 Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of
23 Individual PAGA Payments.

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

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1 18. If the actual number of Pay Periods during the PAGA Period exceeds 7,022 by more
2 than ten (10%) (i.e., more than 7,724) then the Gross Settlement Amount will increase by the actual
3 percentage. For example, if the total number of Pay Periods during the PAGA Period is 11% more
4 than 7,022 (i.e., 7,794) then the Gross Settlement Amount will increase 1%.

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

6 20. Effective on the date when Defendant fully funds the Gross Settlement Amount, all
7 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and
8 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
9 Parties from the Released PAGA Claims.

10 21. The **"Released Parties"** means Defendant, and each of its former and present directors,
11 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
12 subsidiaries, and affiliates.

13 22. The **"Released PAGA Claims"** means all claims for PAGA penalties that were alleged,
14 or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
15 Complaint and the PAGA Notice, including each and every cause of action asserted against Defendant
16 in the Operative Complaint for: (1) violation of California Labor Code sections 1194, 1197, and 1197.1
17 for failure to pay minimum wage; (2) violation of California Labor Code sections 510 and 1198 for
18 failure to pay overtime wages; (3) violation of California Labor Code sections 226.7 and 512(a) for
19 failure to provide legally required meal periods; (4) violation of California Labor Code section 226.7
20 for failure to provide legally required rest periods; (5) violation of California Labor Code section 204
21 for failure to timely pay wages during employment; (6) violation of California Labor Code sections
22 201, 202, and 203 for failure to pay all wages at time of discharge or resignation from employment;
23 (7) violation of California Labor Code section 1174(d) for failure to maintain accurate payroll records;
24 (8) violation of California Labor Code section 226(a) for failure to furnish accurate itemized wage
25 statements; and (9) violation of California Labor Code sections 2800 and 2802 for failure to reimburse
26 necessary business expenses.

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1 23. No individualized notice of this Order and Judgment is required to be provided to the
2 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
3 system established for the filing of notices and documents, in conformity with California Labor Code
4 § 2699(1)(3).

5 ~~24. A Non-Appearence Final Accounting Hearing is set for _____ at~~
6 ~~_____ in Department 53 of the above-entitled Court. A Final Report is due to be filed no later~~
7 ~~than _____ confirming that disbursements were made pursuant to the Settlement.~~

8 *24. The court enters judgment pursuant to the orders and*
terms set forth above.

9 IT IS SO ORDERED. *25. Plaintiffs shall give notice of this order*
10 *and judgment.*

11 Dated: FEB 29 2024

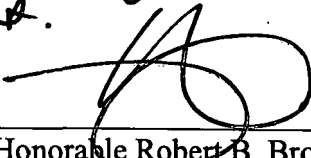

12 Honorable Robert B. Broadbelt
13 Judge of the Superior Court
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EXHIBIT 1

03/01/2024

Lexy Barajas, et al. v. H.W. Hunter, Inc.
Los Angeles County Superior Court Case No. 22STCV01892

[Date]

[Employee Name]

[Employee Address]

[City, State Zip]

You are reviving this notice because of a lawsuit filed by Lexy Barajas and Jason Marmon (together, "Plaintiffs") and H.W. Hunter, Inc. ("Defendant"). By way of the lawsuit, Plaintiff sought civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA"), for alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses.

Defendant denies the allegations in the lawsuit and denies that it owed any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiffs have agreed to settle the case.

The settlement resolves the claims asserted in the lawsuit on behalf of individuals who worked for Defendant in the State of California as hourly-paid and/or non-exempt employees at any time during the period May 15, 2020 to July 15, 2022 ("Aggrieved Employees").

According to Defendant's records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed with this letter is your settlement check. The settlement check will be valid for one hundred and eighty (180) calendar days from the date of issuance, and thereafter, the check will be canceled. Funds from canceled checks will be transmitted to the State Controller's Office Unclaimed Property Fund in the name of the Aggrieved Employee whose check is voided.

On [Insert date Gross Settlement Amount is fully funded], all Aggrieved Employees released, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

"Released Parties" means Defendant, and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

"Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including each and every cause of action asserted against Defendant in the Operative Complaint for: (1) violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay minimum wage; (2) violation of California Labor Code sections 510 and 1198 for failure to pay overtime wages; (3) violation of California Labor Code sections 226.7 and 512(a) for failure to provide legally required meal periods; (4) violation of California Labor Code section 226.7 for failure to provide legally required rest periods; (5) violation of California Labor Code section 204 for failure to timely pay wages during employment; (6) violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge or resignation

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from employment; (7) violation of California Labor Code section 1174(d) for failure to maintain accurate payroll records; (8) violation of California Labor Code section 226(a) for failure to furnish accurate itemized wage statements; and (9) violation of California Labor Code sections 2800 and 2802 for failure to reimburse necessary business expenses.

Do not call or write the Court to ask questions about the settlement. Any questions regarding the settlement can be directed to the settlement administrator, [Administrator Name], at [Administrator Phone Number].

03/01/2024

PROOF OF SERVICE

Barajas, et al. v. H.W. Hunter, Inc. – Case No. 22STCV01892

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Stephany Sinaguinan, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On March 6, 2024, I served a copy of the following document(s):

NOTICE OF ENTRY OF JUDGMENT OR ORDER

on the interested parties as follows:

Daniel Padova
Dave Reese
FINE, BOGGS & PERKINS LLP
111 West Ocean Blvd., Suite 2400
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Attorneys for Defendant H.W. Hunter, Inc.

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

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

Executed on March 6, 2024 at Beverly Hills, California.



Stephany Sinaguinan