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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

1 **[PROPOSED] ORDER AND JUDGMENT**

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

9 Plaintiffs and Defendant (collectively, the “**Parties**”) have executed the PAGA Settlement
10 Agreement (“**Settlement Agreement**” or “**Settlement**”).

11 The Court, having carefully considered the papers, argument of counsel, and all matters
12 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs’ Motion.

13 **IT IS HEREBY ORDERED THAT:**

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

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

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

26 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA
27 in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene
28 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.

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.

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
9 **IT IS SO ORDERED.**

10
11 Dated: _____

Honorable Robert B. Broadbelt
Judge of the Superior Court

EXHIBIT 1

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

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].