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8 Attorneys for Plaintiff Carlos Araujo, on behalf of himself and all “aggrieved employees”
9 pursuant to Labor Code § 2698 *et seq.*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – SANTA MONICA COURTHOUSE**

12 CARLOS ARAUJO, on behalf of himself
13 and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

14 Plaintiffs,

15 v.

16 TJB GEARYS, LLC, a California limited
17 liability company, GEARYS BEVERLY
18 HILLS, an entity form unknown, and
DOES 1 through 10, inclusive,

19 Defendants.

Case No. 20SMCV00624

Assigned to the Hon. H. Jay Ford, Dept. O

**STIPULATION AND [PROPOSED] ORDER
APPROVING SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS,
AND DISMISSING ACTION WITH
PREJUDICE**

Action Filed: April 27, 2020
Trial Date: None Set

20 **STIPULATION**

21 **IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

22 1. On February 19, 2020, Plaintiff complied with the requirements set forth in Labor
23 Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, “PAGA”) by
24 sending a letter, by online submission to the Labor and Workforce Development Agency
25 (“LWDA”) and by certified mail to Defendant, setting forth the facts and theories of the violations
26 alleged against Defendant. (Declaration of Daniel F. Gaines [“Gaines Decl.”] at ¶ 6; Exhibit “A”
27 to Gaines Decl.).

1 2. Plaintiff filed his Representative Action Complaint on April 27, 2020, seeking
2 penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.3,
3 226.7, 510, 512, 1194, 2750, 2751 and 2802. (Gaines Decl. at ¶ 7).

4 3. The parties thereafter conducted informal discovery to ascertain the size of the
5 aggrieved employee group, the number of affected pay periods at issue among them, and the
6 strength of their claim. (Gaines Decl. at ¶ 8).

7 4. Being fully apprised of the value and strength of Plaintiff's claims, the parties
8 successfully participated in a mediation with Eve Wagner on September 15, 2020, in an attempt to
9 resolve the claims asserted in the Action. (Gaines Decl. at ¶ 9).

10 5. The parties engaged in arm's-length negotiations and reached a resolution of the
11 PAGA claims asserted in the action. Based on the information and documents obtained through
12 informal discovery and during mediation, Plaintiff assessed the maximum value of the PAGA
13 claims (without stacking) asserted to be approximately \$107,600 (at the rate of a \$100.00 penalty
14 for 1,076 pay periods at issue for approximately 51 aggrieved employees during the applicable time
15 frame). (Gaines Decl. at ¶ 10).

16 6. Prior to mediation, Defendant entered into settlement agreements with
17 approximately 46 of the 51 Aggrieved Employees, through which it obtained releases in exchange
18 for the payment of the aggregate sum of \$35,000. Defendant contends that these Aggrieved
19 Employees released all claims asserted in Plaintiff's complaint; Plaintiff maintains otherwise and
20 also argues that he is entitled to attorneys' fees on the sums paid to these 46 Aggrieved Employees
21 based on a catalyst theory of recovery. (Gaines Decl. at ¶ 11).

22 7. The amount of the settlement is \$135,000.00, which represents over 100% of the
23 maximum recoverable discretionary penalties and includes an apportionment of attorneys' fees and
24 costs and a general release payment to Plaintiff Araujo. (Gaines Decl. at ¶ 12).

25 8. Based on their extensive experience litigating over 100 representative actions,
26 counsel for Plaintiff believes the settlement here is fair and reasonable and warrants approval by
27 the Court. (Gaines Decl. at ¶¶ 2-5; Exhibit "B" to Gaines Decl.).
28

1 9. The parties request that the Court enter the accompanying order, approving their
2 settlement (attached to the Gaines Declaration as Exhibit "C"), as permitted by Labor Code §
3 2699(l), and dismissing this Action with prejudice. (Gaines Decl. at ¶ 13).

4 **IT IS SO STIPULATED.**

5
6 Dated: September 17, 2020

Dated: September 17, 2020

7 For Plaintiff:
8 GAINES & GAINES, APLC

For Defendant:
LOEB & LOEB

9 By: Daniel F. Gaines
10 DANIEL F. GAINES

By: /s/ Michelle M. La Mar
MICHELLE LAMAR

11
12 **ORDER**

13 The Court, having reviewed the parties' Settlement Agreement under the Private Attorneys
14 General Act (Labor Code § 2698 et. seq.) Settlement Agreement (the "Settlement" or "Settlement
15 Agreement") attached as Exhibit "C" to the concurrently-filed Declaration of Daniel F. Gaines,
16 together with the Stipulation of the Parties and the Declaration of Daniel F. Gaines and exhibits
17 attached thereto, hereby ORDERS:

18 1. The Court finds the Settlement was entered into in good faith, that the settlement is
19 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
20 requirements for approval of PAGA representative actions under California law.

21 2. The Court approves the penalties to be paid to the aggrieved employees and the State
22 of California as set forth in the Settlement, pursuant to Labor Code § 2699(l). The Court further
23 approves all payments to be made to Plaintiff's counsel and Plaintiff Araujo based on the terms of
24 the Settlement.

25 3. This Action is hereby DISMISSED WITH PREJUDICE.

26 4. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement
27 based on the provisions and timelines set forth in the Settlement Agreement.

1 5. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the Settlement, including but not limited to all matters related
3 to the settlement and the determination of all controversies relating thereto.

4 **IT IS SO ORDERED.**

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6 Dated: _____

JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 27200 Agoura Road, Suite 101, Calabasas, CA 91301

____ (For messenger) my business address is:

On September 21, 2020, I served the foregoing document described **STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS, AND DISMISSING ACTION WITH PREJUDICE** the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

**Michelle Marie La Mar
Loeb & Loeb
10100 Santa Monica Blvd #2200
Los Angeles, CA 90067-4164**

X (BY ☒ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

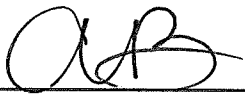
____ (BY FACSIMILE TRANSMISSION) On _____, at _____, at Calabasas, California, I served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the telephone number(s) of the receiving facsimile machine was (916) 920-4402. A transmission report was properly issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 21, 2020, at Calabasas, California.



AMELIA BOOTH