

1 DANIEL F. GAINES, ESQ., SBN 251488
 daniel@gaineslawfirm.com
 2 ALEX P. KATOFISKY, ESQ., SBN 202754
 alex@gaineslawfirm.com
 3 SEPIDEH ARDESTANI, ESQ., SBN 274259
 sepideh@gaineslawfirm.com
 4 GAINES & GAINES, APLC
 27200 Agoura Rd., Suite 101
 5 Calabasas, CA 91301
 Telephone: (818) 703-8985
 6 Facsimile: (818) 703-8984

7 Attorneys for Plaintiff Crystal Aldana,
 on behalf of herself and all "aggrieved employees"

FILED
 Superior Court of California
 County of Los Angeles

11/08/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: J. Ahn Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 **TORRANCE COURTHOUSE**

12 CRYSTAL ALDANA, on behalf of herself
 13 and all "aggrieved employees" pursuant to
 Labor code §2698 et seq.,

14 Plaintiffs,

15 v.

16 BEAUTY SYSTEMS GROUP LLC, a
 17 Virginia limited liability company, and
 18 DOES 1 through 10, inclusive,

19 Defendants.

Case No. 20TRCV00374

Assigned to the Hon. Gary Y. Tanaka, Dept. B

**JOINT STIPULATION FOR APPROVAL OF
 SETTLEMENT OF PRIVATE ATTORNEYS
 GENERAL ACT CLAIMS; ~~PROPOSED~~
 ORDER AND JUDGMENT**

Action Filed: May 18, 2020

STIPULATION

**IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES, SUBJECT TO
COURT APPROVAL, AS FOLLOWS:**

1. On March 9, 2020, Plaintiff complied with the requirements set forth in Labor Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, "PAGA") by sending a letter, by online submission to the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant, setting forth the facts and theories of the violations alleged against Defendant. (Declaration of Daniel F. Gaines ["Gaines Decl."] at ¶ 6; Exhibit "A" to Gaines Decl.).

2. Plaintiff initiated the above-captioned PAGA action on May 18, 2020. Plaintiff alleges, among other things, Defendant failed to: pay all minimum and overtime wages due; provide all meal and rest periods, or premium compensation in lieu thereof; timely pay wages due during employment and at separation of employment; provide suitable seating; and issue complete and accurate wage statements. Plaintiff seeks relief in the form of civil penalties pursuant to PAGA. (Gaines Decl. at ¶ 7).

3. The parties thereafter conducted informal discovery to evaluate the strength of Plaintiff's claims and strength of Defendant's defenses. The discovery included the production of over 6,780 pages of documents, which included Defendant's written policies and procedures relevant to Plaintiff's claims, wage statements, and time and pay records for a 20% random sample of allegedly aggrieved employees whom Plaintiff sought to represent in this action. Defendant also provided information that Plaintiff requested to ascertain the size of the aggrieved employee group and the number of affected pay periods at issue among them. (Gaines Decl. at ¶ 8).

4. Being fully apprised of the value and strength of Plaintiff's claims and Defendant's defenses, the parties participated in a full-day mediation with Lou Marlin, Esq. on June 25, 2021. The action did not settle at mediation. However, the parties continued their settlement discussions. With Mr. Marlin's expert guidance in the weeks following mediation, the parties eventually negotiated a complete settlement of Plaintiff's claims and finalized the terms of their settlement in

1 a written agreement. The parties engaged in arm's-length negotiations throughout. (Gaines Decl.
2 at ¶ 9).

3 5. Based on the information and documents obtained through informal discovery and
4 during mediation, Plaintiff assessed the maximum value of the PAGA claims (without stacking) to
5 be approximately \$5,500,000 (at the rate of a \$100 penalty for 55,000 pay periods at issue for
6 approximately 2,000 aggrieved employees during the applicable time frame). Defendant denied
7 and disputed all allegations in Plaintiff's complaint and PAGA notice and denied it had committed
8 or was liable for any misconduct, violation, wrongdoing, or any actionable conduct of any kind.
9 (Gaines Decl. at ¶ 10).

10 6. The amount of the settlement is \$930,000 which represents nearly 17% of the
11 maximum recoverable discretionary penalties and includes an apportionment of attorneys' fees and
12 costs and a general release payment to Plaintiff Aldana. (Gaines Decl. at ¶ 11).

13 7. PAGA permits an aggrieved employee to sue an employer for civil penalties
14 associated with the employer's alleged violation of the California Labor Code. (Labor Code
15 §2699(a).) Under Labor Code section 2699(l), "[t]he Superior Court shall review and approve any
16 penalties sought" as part of a resolution of a case that involved PAGA claims. (Labor Code
17 §2699(l).) There are no specific guidelines for the court to follow in approving a PAGA settlement.
18 Rather court approval of the settlement is one of the necessary procedures when litigating a PAGA
19 claim. (Labor Code §2699(l).)

20 8. The settlement amount represents a fair compromise of the claims based on
21 Plaintiff's and Defendant's evaluations of the case; uncertainty and risk of outcome of further
22 litigation; and the expense, length of, and difficulties inherent in continued proceedings necessary
23 to litigate the disputes through trial and through any possible appeals. (Gaines Decl. at ¶ 12.)

24 9. Based on their extensive experience litigating over 300 representative actions,
25 counsel for Plaintiff believes the settlement here is fair and reasonable and warrants approval by
26 the Court. (Gaines Decl. at ¶¶ 2-5; Exhibit "B" to Gaines Decl.).

1 10. Plaintiff's counsel submitted the parties' settlement agreement to the LWDA on
2 October 1, 2021, in accordance with Labor Code § 2699(1)(2). The LWDA has not objected or
3 otherwise responded to the settlement. (Gaines Decl., ¶ 13.)

4 11. The parties request that the Court enter the accompanying order and judgment,
5 approving their settlement (attached to the Gaines Declaration as Exhibit "C"), as permitted by
6 Labor Code § 2699(1).

7 **IT IS SO STIPULATED.**

8 Dated: October 1, 2021

9 For Plaintiff:

For Defendant:

10 GAINES & GAINES, APLC

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

11 By: 

12 By: 

13 DANIEL F. GAINES
14 ALEX P. KATOFISKY

15 SPENCER C. SKEEN
16 MARLENE M. MOFFITT

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ORDER AND JUDGMENT

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

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Joint Stipulation for Approval of Settlement of Private Attorneys General Act Claims ("Stipulation") is GRANTED AND APPROVED. The approved PAGA settlement agreement ("Settlement") is attached as Exhibit C to the Declaration of Daniel F. Gaines in support of the Stipulation

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

3. The Court approves Plaintiff's counsel's fees and costs, Plaintiff's general release award, the settlement administrator's costs, and the proposed distribution to the LWDA and aggrieved employees, as set forth in the Settlement, which terms are incorporated herein by this reference.

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

5. The parties shall provide notice of this Order and Judgment to the LWDA within 14 calendar days after its entry.

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1 6. 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

5 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**



Gary Y. Tanaka

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7 Dated: 11/08/2021

Gary Y. Tanaka / Judge

Hon. Gary Y. Tanaka
JUDGE OF THE SUPERIOR COURT

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_____ (For messenger) my business address is:

Spencer C. Skeen, Esq.
Marlene M. Moffitt, Esq.
Nikolas T. Djordjevski, Esq.
Yousaf M. Jafri, Esq.
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4370 La Jolla Village Drive, Suite 990
San Diego, CA 92122

 X (BY x 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 that one day after date of deposit for mailing in affidavit.

____ (BY FACSIMILE TRANSMISSION) On _____, at _____ a.m./p.m., 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 (____) ____-____. 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.

____X____ (UPLOADED TO LWDA WEB PORTAL) I caused the above-described document to be delivered to the Labor & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov) in accordance with the procedure imposed by the LWDA.

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

JEREMY REYES