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8 Attorneys for Plaintiff
Alfredo Alvarez

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 ALFREDO ALVAREZ, on behalf of
13 himself and all "aggrieved employees"
pursuant to Labor Code § 2698 *et seq.*,

14 Plaintiffs

15 v.

16 DAVALAN SALES, INC., a California
17 corporation, and DOES 1 through 10,
inclusive,

18 Defendants.
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CASE No. 20STCV17792

*Assigned for All Purposes to Judge Robert B.
Broadbelt, Dept. 53*

UNLIMITED JURISDICTION

**STIPULATION AND [PROPOSED] ORDER
APPROVING SETTLEMENT OF CLAIMS,
PERMITTING PLAINTIFF LEAVE TO
FILE A FIRST AMENDED COMPLAINT,
AND DISMISSING ACTION WITH
PREJUDICE**

Complaint Filed: May 11, 2020

STIPULATION

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

1. Plaintiff Alfredo Alvarez filed this Representative Action, pursuant to Labor Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, “PAGA”) on May 11, 2020, alleging multiple violations of the Labor Code and seeking civil penalties based thereon. (Declaration of Evan S. Gaines [“Gaines Decl.”] at ¶ 3).

2. Prior to filing this Action, Plaintiff Alvarez complied with the administrative requirements set forth in PAGA on March 5, 2020 and to-be-Plaintiff Maria Robles complied with the administrative requirements set forth in PAGA on October 6, 2020. (Gaines Decl. at ¶ 3; Exhibit “A” to Gaines Decl.; Declaration of Haig Kazandjian at ¶ 6; Exhibit “A” to Kazandjian Decl.).

2. Prior to commencing settlement discussions, the parties conducted informal discovery through which they ascertained the size of the aggrieved employee group and the number of pay periods worked by them during the applicable statutory period to ascertain the total value of Plaintiffs’ claims. (Gaines Decl. at ¶ 4.)

3. The parties thereafter engaged in arm’s-length negotiations through private mediation and reached a resolution of the PAGA claims asserted in both PAGA notice letters and in the First Amended Complaint, which they seek leave to file through this stipulation and order. Based on discovery completed, the maximum value of the penalty claims asserted for the applicable time period, without stacking multiple alleged violations, is \$358,100 and the amount of the settlement is \$140,000, or 40% of the maximum recoverable penalties (based on approximately 3,581 affected pay periods worked by 148 Aggrieved Employees at the rate of \$100 each). (Gaines Decl. at ¶ 5.)

4. The parties have entered into a settlement agreement to resolve the PAGA claim on behalf of all alleged Aggrieved Employees, defined as all current and former non-exempt employees who worked at least one pay period for Defendant Davalan Sales. Inc. (“Defendant”) in California at any time from March 5, 2019 through December 31, 2020 (the “Settlement Agreement and Release”). (Gaines Decl. at ¶ 6; Exhibit “B” to Gaines Decl.)

5. The Settlement Agreement and Release provides that upon its effective date, Plaintiffs and Aggrieved Employees will fully and finally release and discharge Defendant and its former, present and future owners, parents, and subsidiaries, and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives, from all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA that arose during the Settlement Period, based on the factual allegations pled in the letters to the LWDA dated March 5, 2020 and October 6, 2020 and in the operative complaint in the Action, with respect to the following claims: (a) failure to provide proper meal periods or to pay premium wages for missed meal periods; (b) failure to authorize and permit rest periods or to pay premium wages for missed rest periods; (c) failure to pay overtimes wages; (d) failure to pay minimum wage; (e) failure to maintain accurate records; (f) failure to furnish accurate wage statements; (g) failure to timely pay wages; (h) failure to reimburse for necessary expenditures; (i) failure to provide written notice of wages; (j) failure to timely pay final wages; (k) failure to provide paid sick time; and (l) failure to provide employment records, including any related claims for attorneys' fees and costs, resulting therefrom. (Gaines Decl. at ¶¶ 6, 7; Exhibit "B" to Gaines Decl.)

6. Counsel for Plaintiffs believes, based on his extensive experience litigating over 100 representative actions, that the Settlement Agreement and Release is fair and reasonable and warrants approval by the Court. (Gaines Decl. at ¶¶ 2, 5; Exhibit “C” to Gaines Decl.).

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1 7. The parties request that the Court enter the accompanying order (a) granting Plaintiff
2 leave to file his First Amended Complaint in the form attached to the Gaines Declaration as Exhibit
3 "D"; (b) deeming the First Amended Complaint filed as of the date of entry of the accompanying
4 Order; (c) approving the parties' Settlement Agreement and Release (attached to the Gaines
5 Declaration as Exhibit "B"), as permitted by Labor Code § 2699(l); and (d) dismissing the Action
6 with prejudice.

7 **IT IS SO STIPULATED.**

8 For Plaintiff:
9 GAINES & GAINES, APLC

For Defendant:
HILL, FARRER & BURRILL LLP

10 By: Evan S. Gaines
11 Evan S. Gaines, Esq.

By: James A. Bowles
James A. Bowles, Esq.

12 **ORDER**

13 The Court, having reviewed the parties' Settlement Agreement and Release attached as
14 Exhibit "B" to the concurrently-filed Declaration of Evan S. Gaines, together with the Stipulation
15 of the Parties and the Declaration of Evan S. Gaines, and exhibits attached thereto, hereby
16 ORDERS:

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

21 2. The Court approves the payments to be paid to the Aggrieved Employees and the
22 State of California as set forth in the Settlement Agreement and Release, pursuant to Labor Code §
23 2699(l). The Court approves all payments to be made to Plaintiffs, Plaintiffs' counsel and the
24 parties' chosen settlement administrator based on the terms and timelines set forth in the Settlement
25 Agreement and Release.
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1 3. The Court approves and confirms the full release and waiver of claims and rights
2 under PAGA as to Plaintiffs, all Aggrieved Employees, and the LWDA, as provided for in the
3 Settlement Agreement and Release and recited above in the Stipulation of the Parties.

4 4. The Court grants Plaintiff leave to file the First Amended Complaint attached as
5 Exhibit "D" to the accompanying Declaration of Evan S Gaines, and deems the First Amended
6 Complaint filed as of the date of entry of this Order.

7 5. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement
8 Agreement and Release based on the provisions and timelines set forth within it.

9 6. This Action is hereby DISMISSED WITH PREJUDICE.

10 7. This Court shall retain jurisdiction with respect to all matters related to the
11 administration and consummation of the Settlement Agreement and Release, and any and all claims
12 asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited
13 to all matters related to the settlement and the determination of all controversies relating thereto.

14 **IT IS SO ORDERED.**

15
16 Dated: _____

JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE AND CERTIFICATION**

2 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
3 within action; my business address is 27200 Agoura Road, Suite 101, Calabasas, CA 91301

4 _____ (For messenger) my business address is:

5 On January 20, 2021, I served the foregoing document described **STIPULATION AND [PROPOSED]**
6 **ORDER APPROVING SETTLEMENT OF CLAIMS, PERMITTING PLAINTIFF LEAVE TO FILE A FIRST**
7 **AMENDED COMPLAINT, AND DISMISSING ACTION WITH PREJUDICE** on the interested parties in this
8 action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	James A. Bowles, Esq. Elissa L. Gysi, Esq. Berenika D. Palys, Esq. HILL, FARRER & BURRILL LLP One California Plaza, 37th Floor 300 South Grand Avenue Los Angeles, CA 90071-3147	Haig B. Kazandjian, Esq. Cathy Gonzalez, Esq. Kevin P. Crough, Esq. HAIG B. KAZANDJIAN LAWYERS APC 801 N Brand Blvd #970 Glendale, CA 91203
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On the above date:

☒ (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 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 _____ 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.

_____ (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.

☒ (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce
Development Agency via online process at the PAGA Filing website in accordance with the procedure
imposed by the LWDA.

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 January 20, 2021, at Calabasas, California.

Beatriz Franco
BEATRIZ FRANCO