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Attorneys for Plaintiffs TAYLER HANNES and PAUL
VOIGT and the Proposed Class

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA – ANACAPA DIVISION**

TAYLER HANNES, individually on her own
behalf and on behalf of all others similarly
situated, PAUL VOIGT, individually on his own
behalf and on behalf of all others similarly
situated,

Plaintiffs,

v.

PARKS MANAGEMENT COMPANY, a
business entity, form unknown; and DOES 1
through 100, inclusive,

Defendants.

CASE NO. 20CV01238

**STIPULATION MEMORIALIZING
SETTLEMENT PAYMENT AND
COVERED PERIOD; ~~PROPOSED~~
ORDER**

Judge: Hon. Donna D. Geck
Dept.: 4

Complaint Filed: March 4, 2020
First Amend. Complaint Filed: June 5, 2020
Trial Date: Not Set

1 Plaintiffs TAYLER HANNES and PAUL VOIGT (collectively “Plaintiffs”) and Defendant
2 PARKS MANAGEMENT COMPANY (“Defendant”) (collectively “the Parties”), hereby stipulate
3 as follows:

4 WHEREAS, on August 10, 2021, the Parties fully executed a Joint Stipulation of PAGA
5 Settlement and Release (“Settlement”) to resolve the above-captioned matter in its entirety.

6 WHEREAS, the Settlement defines “Gross Settlement Amount” as the maximum
7 settlement payment Defendant may be obligated to make in connection with the Settlement
8 Agreement, and the sum shall include attorneys’ fees, costs, and expenses, settlement
9 administration fees and expenses, and the amounts paid to the Labor & Workforce Development
10 Agency (“LWDA”) and all “PAGA Aggrieved Employees.”

11 WHEREAS, the Settlement defines “PAGA Aggrieved Employees” as all individuals who
12 are or previously were employed by Defendant in California as non-exempt employees during the
13 period of March 4, 2019 through 60 days following the date of the fully executed Settlement
14 Agreement or the date the Court grants approval of the Settlement, whichever is sooner.

15 WHEREAS, the Settlement under Section 40(b) provides that, for the purposes of
16 mediation, the Parties estimated 4,091 “Covered Pay Periods” from March 4, 2019, to April 1,
17 2021. The Settlement then states, under the same section, that if the total number of Settlement
18 workweeks worked by Aggrieved Employees during the period of March 4, 2019, through April 1,
19 2021, exceeds 4,091 by more than 10%, then Defendant will pay an additional pro rata amount for
20 that amount that is in excess of 10% (“Escalator Payment”).

21 WHEREAS, on March 4, 2022, the Court issued a Minute Order approving the Parties’
22 Settlement. In its Minute Order, the Court estimated that once fees and costs have been deducted
23 \$54,103.32 will remain, 75% of which will go to the LWDA (\$40, 577.49) and the rest of which
24 will go to the Aggrieved Employees. The average penalty payment to the Aggrieved Employees
25 was estimated to total approximately \$173.40.

26 WHEREAS, the total Covered Pay Periods worked by PAGA Aggrieved Employees
27 between March 4, 2019, and April 1, 2021, exceeded 4,091; the number of Covered Pay Periods
28

1 between March 4, 2019, and April 1, 2021, is 7,039.29. This amount represents a 72% increase in
2 Covered Pay Periods.

3 WHEREAS, the total value of the Escalator Payment is \$ 62,000.00.

4 WHEREAS, a few exempt employees, who consequently do not fit the definition of PAGA
5 Aggrieved Employees under the Settlement, were inadvertently included in the list of PAGA
6 Aggrieved Employees. Defendants have collected the checks received by those exempt employees
7 who still work for the company and will return those to Defendant's counsel for redistribution.

8 NOW, THEREFORE, IT IS HEREBY STIPULATED, AGREED, and MEMORIALIZED
9 by and between the Parties, through their respective attorneys of record that:

- 10 1. Consistent with the terms of the Settlement, Parks Management Company will pay for
11 the Covered Pay Periods in excess of 10% of the 4,091 Covered Pay Periods estimated
12 at the time of mediation during the time period of March 4, 2019, to April 1, 2021,
13 totalling \$62,000;
- 14 2. With the Escalator Payment, the Gross Settlement Amount is \$ 162,000.00; and
- 15 3. Consistent with Section 40(b), the Covered Period under the Settlement is March 4,
16 2019, to April 1, 2021.

17
18 **IT IS SO STIPULATED.**

19
20 DATED: September 9, 2022

ADAMS LAW

21
22 By: _____

DocuSigned by:

CHRISTINE M. ADAMS
ID: 940712455494

23
24 Attorneys for Plaintiffs
TAYLER HANNES and PAUL VOIGT

1 DATED: September 9, 2022

BRADLEY/GROMBACHER, LLP

2
3 By:


MARCUS J. BRADLEY

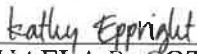
4
5 Attorneys for Plaintiffs
6 TAYLER HANNES and PAUL VOIGT
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8
9 DATED: September 9, 2022

ANDRE, MORRIS & BUTTERY, APLC

10
11 By:

DocuSigned by:


MICHAEL A. COTTON
GORDON BOSSERMAN
KATHY EPPRIGHT

12
13 Attorneys for Defendant
14 PARKS MANAGEMENT COMPANY
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~~PROPOSED~~ ORDER

The Court, having reviewed the Stipulation Regarding Memorializing Settlement Payment and Covered Period ("Stipulation") of Plaintiffs TAYLER HANNES and PAUL VOIGT, (collectively "Plaintiffs") and Defendant PARKS MANAGEMENT COMPANY ("Defendant") (collectively "the Parties"), and subject to the terms of the Joint Stipulation of PAGA Settlement and Release, as approved on March 4, 2022 ("Settlement"), hereby ORDERS THE FOLLOWING:

1. Consistent with Section 40(b) of the Settlement, the Parties have agreed that Defendant will pay an additional \$62,000 for the Covered Pay Period during the time period March 4, 2019, to April 1, 2021 ("Escalator Payment").
2. Consistent with the definition of "Covered Pay Period" under Section 40(b) of the Settlement, the Covered Pay Period under the Settlement is confirmed as March 4, 2019, to April 1, 2021.
3. With the Escalator Payment, the "Gross Settlement Amount" that Parks Management Company shall pay, under the Settlement is increased to \$ 162,000.00.
4. Plaintiffs shall submit a copy of this Order to the California Labor Workforce Development Agency within ten (10) days of entry of this Order.

IT IS SO ORDERED.

DATED: 09/20/2022



Hon. Donna D. Geck
Santa Barbara County Superior Court