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8 Attorneys for Plaintiff
9 Tony Ramos

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN BERNARDINO**

12
13 TONY RAMOS, on behalf of himself and
14 all "aggrieved employees" pursuant to
Labor Code § 2698 et seq.,

15 Plaintiffs

16 v.

17 US AIR CONDITIONING
18 DISTRIBUTORS, LLC, a Delaware
limited liability company, and DOES 1
through 10, inclusive,

19 Defendants.
20

CASE No. CIVDS2013269

*Assigned for All Purposes to Judge John M.
Pacheco, Dept. S31*

UNLIMITED JURISDICTION

**STIPULATION AND ~~PROPOSED~~ ORDER
APPROVING SETTLEMENT OF CLAIMS
AND DISMISSING ACTION WITH
PREJUDICE**

Complaint Filed: June 18, 2020

SC-2021-25737 & 20 e-3



FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAY 12 2021

BY 
DEBRA PEDROSA, DEPUTY

STIPULATION

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

1. Plaintiff Tony Ramos filed this Representative Action, pursuant to Labor Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, "PAGA") on June 18, 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 Ramos complied with the administrative requirements set forth in PAGA on April 8, 2020. (Gaines Decl. at ¶ 3; Exhibit "A" to Gaines 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 Plaintiff's 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 the PAGA notice letter and in the Complaint. Based on discovery completed, the maximum value of the penalty claims asserted for the applicable time period, without stacking multiple alleged violations, is \$961,000 and the amount of the settlement is \$375,000, or 39% of the maximum recoverable penalties (based on approximately 9,610 affected pay periods worked by 295 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 US Air Conditioning Distributors, LLC ("Defendant") in California at any time from April 8, 2019 through January 31, 2021 (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, Plaintiff and Aggrieved Employees will fully and finally release and discharge Defendant and its

1 former, present and future owners, parents, and subsidiaries, and all of their current, former and
2 future officers, directors, members, managers, employees, consultants, partners, shareholders, joint
3 venturers, agents, successors, assigns, accountants, insurers, or legal representatives, from all
4 claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA that
5 arose during the period between April 8, 2019 and January 31, 2021, based on the factual allegations
6 pled in the letter to the LWDA dated April 8, 2020 and in the operative complaint in the Action,
7 with respect to the following claims: (a) failure to provide proper meal periods or to pay premium
8 wages for missed meal periods; (b) failure to authorize and permit rest periods or to pay premium
9 wages for missed rest periods; (c) failure to pay overtimes wages; (d) failure to pay minimum wage;
10 (e) failure to maintain accurate records; (f) failure to furnish accurate wage statements; (g) failure
11 to timely pay wages; (h) failure to timely pay final wages; (i) failure to provide paid sick time; and
12 (j) improper use of background checks, including any related claims for attorneys' fees and costs,
13 resulting therefrom. (Gaines Decl. at ¶ 6; Exhibit "B" to Gaines Decl.)

14
15 6. Counsel for Plaintiff believes, based on his extensive experience litigating over 100
16 representative actions, that the Settlement Agreement and Release is fair and reasonable and
17 warrants approval by the Court. (Gaines Decl. at ¶¶ 2, 5; Exhibit "C" to Gaines Decl.).

18 7. The parties request that the Court enter the accompanying order (a) approving the
19 parties' Settlement Agreement and Release (attached to the Gaines Declaration as Exhibit "B"), as
20 permitted by Labor Code § 2699(l); and (c) dismissing the Action with prejudice.

21 **IT IS SO STIPULATED.**

22 For Plaintiff:
23 GAINES & GAINES, APLC

24 By: Evan S. Gaines
25 Evan S. Gaines, Esq.

For Defendant:
HILL, FARRER & BURRILL LLP

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

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ORDER

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

1. The Court finds the Settlement Agreement and Release 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.

2. The Court approves the payments to be paid to the Aggrieved Employees and the State of California as set forth in the Settlement Agreement and Release, pursuant to Labor Code § 2699(l). The Court approves all payments to be made to Plaintiff, Plaintiff's counsel and the parties' chosen settlement administrator based on the terms and timelines set forth in the Settlement Agreement and Release.

3. The Court approves and confirms the full release and waiver of claims and rights under PAGA as to Plaintiff, all Aggrieved Employees, and the LWDA, as provided for in the Settlement Agreement and Release and recited above in the Stipulation of the Parties.

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

5. This Action is hereby DISMISSED WITH PREJUDICE.

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

IT IS SO ORDERED.

Dated: 5/13/21



JUDGE OF THE SUPERIOR COURT

-4- **JOHN M. PACHECO**

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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 March 3, 2021, I served the foregoing document described as **STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF CLAIMS AND DISMISSING ACTION WITH PREJUDICE** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

James A. Bowles, Esq.
Elissa L. Gysi, Esq.
HILL, FARRER & BURRILL LLP
300 South Grand Avenue, 37th Floor
Los Angeles, CA 90071-3147

 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 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.

____ (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

____ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission of File & ServeXpress on the counsel of record listed 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 March 3, 2021, at Calabasas, California.

Beatriz Franco
BEATRIZ FRANCO