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Attorneys for Plaintiffs
KIRK VERGITH and BERNANDITA VERGITH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

KIRK VERGITH; and BERNANDITA
VERGITH,

Plaintiffs,
vs.

HIDDEN GLEN APARTMENTS;
COTTAGE SQUARE APARTMENTS;
MAGNOLIA APARTMENTS;
INVESTMENT BANKER REAL ESTATE;
DXON PLAZA; WAHEED W. HAIDARI;
and DOES 1 THROUGH 100,
Defendants.

Case No.: 34-2020-00279682

STIPULATED REQUEST TO APPROVE
PAGA SETTLEMENT AND DISMISS WITH
PREJUDICE

1 Plaintiffs KIRK VERGITH and BERNANDITA VERGITH (“Plaintiffs”) and
2 Defendants HIDDEN GLEN APARTMENTS; COTTAGE SQUARE APARTMENTS;
3 MAGNOLIA APARTMENTS; INVESTMENT BANKER REAL ESTATE; DXON PLAZA;
4 WAHEED W. HAIDARI (“Defendants”), through their respective counsel of record, stipulate
5 and agree as follows:

6 WHEREAS the Complaint in this matter was filed on May 5, 2020, and included a
7 Business and Professions Code 17200 count, but did not contain a PAGA count;

8 WHEREAS the First Amended Complaint filed on July 31, 2020 added a PAGA count to
9 pursuant to Labor Code § 2698, et seq.;

10 WHEREAS the Second Amended Complaint filed August 19, 2021 added a failure to
11 reimburse employee expenses count;

12 WHEREAS the Answer to Second Amended Complaint was filed on December 12,
13 2021;

14 WHEREAS this is an individual matter that has at all times concerned only the unique
15 claims of the two married plaintiffs working together as an apartment manager and maintenance
16 team for Defendants, and involves no other claimants;

17 WHEREAS the parties engaged in written discovery and deposition taking along with
18 independent investigation;

19 WHEREAS Plaintiffs worked as onsite apartment managers for one or more Defendants
20 until November 19, 2019;

21 WHEREAS the PAGA administrative claim in this matter was filed on May 4, 2020,
22 such that the claims period for PAGA was limited to May 4, 2019 to November 19, 2019 due to
23 PAGA’s one-year claims period, providing a 28 week claims period for PAGA in the PAGA
24 count;

25 WHEREAS in contrast, Plaintiffs’ substantive individual claims for alleged wages and
26 premiums under the Labor Code spans a two-year (104 week) period, and their equitable claims
27 under Business and Professions Code §§ 17200, *et seq.*, include three-years (156 weeks) of
28 Plaintiffs’ employment;

1 WHEREAS the PAGA claim covers only 18% of the time period for which Plaintiffs
2 claim relief, and even during that time provides only for some additional penalties beyond the
3 direct substantive relief they seek in the operative Complaint;

4 WHEREAS the parties settled all claims this matter in an arms-length Mandatory
5 Settlement Conference facilitated by the Court;

6 WHEREAS settlements of PAGA counts require Court approval, and are properly
7 approved where they are “fair, reasonable, and adequate in view of PAGA's purposes to
8 remediate present labor law violations, deter future ones, and to maximize enforcement of state
9 labor laws.” (*Moniz v. Adecco U.S., Inc.*, 72 Cal.App.5th 56, 77 (Cal. Ct. App. 2021);

10 WHEREAS 75% of any PAGA award is paid to the State of California Labor and
11 Workforce Development Agency, with only 25% going to protected employees (see, Cal. Labor
12 Code § 2699(i));

13 WHEREAS the substantive award on the Labor Code claims paid to Plaintiffs provides a
14 benefit to Plaintiffs and at the same time remediates and deters labor law violations;

15 WHEREAS channeling additional settlement funds from the settlement diminishes the
16 remediation aspects of the settlement and does not enhance deterrence;

17 WHEREAS this settlement and the underlying suit only addresses the specific situation
18 of Plaintiffs such that the litigation does not involve any other employees;

19 WHEREAS the parties have therefore assigned an amount of \$0 to be paid to the State of
20 California for the PAGA claims and have further agreed that the PAGA claims shall be
21 dismissed as to Plaintiffs right to bring such claims and note that the PAGA claims at issue were
22 always factually distinct to Plaintiffs;

23 WHEREAS this stipulation will be submitted with a copy of the executed settlement
24 agreement;

25 WHEREAS this stipulation and the executed settlement agreement will be submitted to
26 LWDA prior to filing of the stipulation, with proof of filing with LWDA to accompany the filed
27 stipulation;

NOW THEREFORE the parties jointly request that the Court ORDER as follows:

1. The proposed settlement in this matter is approved with \$0 to be paid to the California Labor & Workforce Development Agency.
2. This matter is dismissed with prejudice.

Respectfully submitted,

Dated: February 18, 2025

CLAYEO C. ARNOLD, PC

By: 
JOSHUA H. WATSON
Attorneys for Plaintiffs

Dated: February 19, 2025

GORDON REES SCULLY MANSUKHANI, LLP

By: 
NATALIE B. FUJIKAWA
Attorneys for Defendants