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Attorneys for Defendants
LAW OFFICE OF SCOTT WARMUTH
and SCOTT WARMUTH

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Vicky Hoang,

Plaintiff,

vs.

SCOTT WARMUTH, A PROFESSIONAL
CORPORATION; SCOTT WARMUTH, an
individual; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 20STCV34680

*[Assigned for all purposes to the Hon.
Stephanie M. Bowick, Dept. 19]*

**STIPULATION FOR AN ORDER
APPROVING SETTLEMENT AND
RELEASE OF CLAIMS FOR PENALTIES
UNDER LABOR CODE SECTION 2698
ET SEQ; ~~PROPOSED~~ ORDER**

*[Filed concurrently with Plaintiff's Application
for an Order Approving PAGA Settlement and
Declaration of Kelly Chen]*

Complaint Filed: 9/11/2020

1 IT IS HEREBY STIPULATED by and between Plaintiff Vicky Hoang (“Plaintiff”), on the one
2 hand, and Defendants SCOTT WARMUTH, A PROFESSIONAL CORPOATION and SCOTT
3 WARMUTH (collectively as “Defendants”) on the other hand, (Plaintiff and Defendants are referred
4 to collectively as the “Parties”) by their respective attorneys of record, with reference to the following
5 facts:

6 1. **WHEREAS**, Plaintiff was previously employed by Defendants;

7 2. **WHEREAS**, on or around June 25, 2020, Plaintiff sent an administrative claim
8 (i.e., Notice of PAGA Claims) to the California Labor and Workforce Development Agency
9 (LWDA) that alleged certain Labor Code violations pursuant to Labor Code Section 2698 et. seq.,
10 i.e. the California Private Attorney General Act.

11 3. **WHEREAS**, the LWDA did not respond to whether it intends to investigate the
12 allegations Plaintiff had set forth in her Notice of PAGA Claims;

13 4. **WHEREAS**, Plaintiff commenced a lawsuit on September 11, 2020 against
14 Defendant in the Los Angeles Superior Court, Case No. 20STCV34680 (the “Complaint” or the
15 “Litigation”) in which Plaintiff alleged, among other things, that she was discriminated against and
16 terminated because of her pregnancy in violation of California Fair Employment and Housing Act
17 (FEHA), and that Defendants failed to provide proper breaks, failed to pay all wages, and to issue
18 accurate wage statements in violation of California Labor Code.

19 5. **WHEREAS**, the Complaint seeks various penalties in connection with
20 Plaintiff’s claim under PAGA relating to these Labor Code claims as well as other damages relating to
21 Plaintiff’s non-wage and hour/FEHA claims.

22 6. **WHEREAS**, Defendants at all times disputed and denied, and continue to dispute
23 and deny that they ever were liable to Plaintiff, or any other person, for any of the claims asserted
24 in the Complaint, including the claims for penalties under PAGA.

25 7. **WHEREAS**, the Parties entered into a settlement agreement to dismiss all of
26 Plaintiff’s wage and hour claims with prejudice for an amount of \$45,000, including claims for

1 penalties under PAGA. The settlement includes the sum of \$26,900 as PAGA penalties. (See
2 Exhibit 1 “PAGA Settlement Agreement” attached hereto.) The amount allocated as payment to
3 Plaintiff’s individual wage and hour claims as set forth in Exhibit 1 of Chen Declaration filed
4 concurrently with this Stipulation is presented to the Court for disclosure purpose. The parties also
5 separately entered into a confidential settlement agreement to dismiss all of Plaintiff’s non-wage
6 and hour/FEHA claims.

7 8. **WHEREAS**, counsel for the Parties agree that the reasonable settlement value of
8 Plaintiff’s claims for penalties under PAGA, if any, is \$26,900. This value is based on the
9 Parties’ negotiations, and considerations including: (1) Defendants’ dispute that any penalties under
10 PAGA are due: (2) Defendants have corrected any alleged payroll practices raised in this litigation;
11 and (3) an award of PAGA penalties is in the discretion of the Court.

12 9. **WHEREAS**, in order to satisfy the requirements of Labor Code section 2699(1)
13 which requires Court approval of any settlement for penalties sought pursuant to PAGA, the Parties
14 have agreed that Plaintiff will issue a check to the LWDA in the amount of \$20,175.00, which the
15 Parties agree constitutes 75% of the \$26,900 reasonable settlement value of these claimed penalties, as
16 discussed in paragraph 7, above.

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Dated: July 30th, 2021

LAW OFFICE OF KELLY CHEN

By: 
Kelly Chen, Esq.
Attorneys for Plaintiff VICKY HOANG

Dated: July 1, 2021

LEWIS, BRISBOIS, BISGAARD & SMITH, LLP


By: _____
Julie O'Dell, Esq.
Jessica M. Ewert, Esq.
Attorney for Defendants SCOTT WARMUTH
APC and SCOTT WARMUTH

1
2
3 **~~Proposed~~ ORDER RE: APPROVAL OF PAGA SETTLEMENT**

4 Proof having been made to the satisfaction of the Court and good cause appearing, the
5 Parties' agreement to settle any claims for penalties available under Labor Code sections 2698, et
6 seq. is approved by this Court as follows.

7 **IT IS HEREBY ORDERED:**

8 1. The PAGA Settlement which is contained as part of a wage and hour settlement
9 agreement, a copy of which is attached as Exhibit 1 to the Declaration of Kelly Y. Chen, Esq.,
10 filed in support of this stipulation, is approved pursuant to Labor Code § 2699(1)(2).

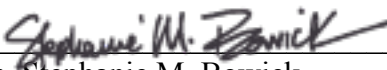
11 2. Defendants shall file a declaration, within one hundred fifty (150) days (i.e., 60
12 days following full disbursement), stating that all required payments have been made pursuant to
13 the LWDA and the aggrieved employees, or explaining why any required payments have not been
14 made. This declaration shall also include a statement relating to any uncashed checks that have
15 been sent to State of California's Unclaimed Property Fund in the name of the employees to
16 whom it was issued.

17 3. This entire action (including all claims) is dismissed with prejudice.

18 4. The Court shall maintain jurisdiction of this matter pursuant to Code of Civil
19 Procedure Section 664.6 to enforce the terms of the settlement.

20 Counsel for Plaintiff to give notice.

21
22 Date: 02/10/2022


23 Hon. Stephanie M. Bowick
24 Judge of the Superior Court