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Attorneys for Plaintiff David Angeles, on behalf of himself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DAVID ANGELES, on behalf of himself
and on behalf of all similarly situated
individuals,

Plaintiff,

v.

WASTE RESOURCES, INC., a California
corporation, WASTE RESOURCES
TECHNOLOGIES, INC., a California
corporation, KOSTI SHIRVANIAN, an
individual, LINDA SHIRVANIAN, an
individual, and DOES 1 through 10,
inclusive,

Defendants.

CASE No. 20STCV45250

*Assigned for All Purposes to Hon. Holly J.
Fujie, Dept. 56*

UNLIMITED JURISDICTION

**STIPULATION AND [PROPOSED] ORDER
APPROVING SETTLEMENT
AGREEMENT AND RELEASE OF
CLAIMS PURSUANT TO THE PRIVATE
ATTORNEYS’ GENERAL ACT (LABOR
CODE §§ 2698 *ET. SEQ.*) AND ENTERING
JUDGMENT**

Complaint Filed: November 25, 2020

STIPULATION

IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES, THROUGH THEIR RESPECTIVE UNDERSIGNED COUNSEL, AS FOLLOWS:

1. Whereas, on November 25, 2020, Plaintiff David Angeles (“Plaintiff”) filed this Action in the Superior Court of California, County of Los Angeles. As amended on November 7, 2020, it asserts a claim pursuant to Labor Code §§ 2698 *et. seq.* (Declaration of Daniel F. Gaines [“Gaines Decl.”] at ¶ 3; Exhibit “A” to Gaines Decl.).

2. Whereas, the parties thereafter 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. Whereas, the parties thereafter engaged in arm’s-length negotiations through private mediation and reached a resolution of the PAGA claims asserted in the action. Based on discovery completed, the maximum value of the penalty claims asserted for the time period reviewed, without stacking multiple alleged violations, is approximately \$375,000 and the amount of the settlement is \$162,000, or 43% of the maximum recoverable penalties (based on approximately 3,750 affected pay periods worked by 90 Aggrieved Employees at the rate of \$100 per employee pay period). (Gaines Decl. at ¶ 5.)

4. Whereas, the parties have entered into a Settlement Agreement and Release of Claims Pursuant to the Private Attorneys’ General Act (Labor Code §§ 2698 *et. seq.*) (the “Settlement Agreement”) to resolve the PAGA claim on behalf of all alleged Aggrieved Employees, defined as all individuals who worked for Defendant Waste Resources, Inc. (“Defendant”) in California, as hourly, non-exempt employees at any time between April 6, 2019 and the date of Court approval of this settlement (the “Settlement Agreement”). (Gaines Decl. at ¶ 6; Exhibit “B” to Gaines Decl.)

5. Whereas, the Settlement Agreement provides that upon its effective date, all Aggrieved Employees, including Plaintiff, shall fully release and be forever barred from pursuing

1 against Defendants, their past or present officers, directors, shareholders, employees, agents,
2 principals, heirs, representatives, accountants, auditors, consultants, insurers, and reinsurers, and
3 their respective successors and predecessors in interest, direct or indirect parents, subsidiaries, or
4 affiliates, and attorneys ("Released Parties") any and all claims for PAGA civil penalties under the
5 California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or that
6 could have been alleged to have been violated in the Action with respect to Aggrieved Employees
7 based on the facts alleged in the Complaint during the Settlement Period. Aggrieved Employees,
8 including Plaintiff, will not be deemed to have released any non-PAGA individual claims by virtue
9 of this Agreement. (Gaines Decl. at ¶¶ 6, 7; Exhibit "B" to Gaines Decl.)

10 6. Whereas, based on his extensive experience litigating over 100 representative
11 actions, counsel for Plaintiff believes the Settlement Agreement is fair and reasonable and warrants
12 approval by the Court. (Gaines Decl. at ¶¶ 2, 5; Exhibit "C" to Gaines Decl.)

13 7. Now therefore, the parties request that the Court enter the accompanying order,
14 approving their Settlement Agreement (attached to the Gaines Declaration as Exhibit "B"), as
15 permitted by Labor Code § 2699(l), and entering judgment thereon.

16
17 **IT IS SO STIPULATED.**

18 For Plaintiff:
19 GAINES & GAINES, APLC

20 By: Daniel F. Gaines
21 Daniel F. Gaines, Esq.

For Defendants:
DE CASTRO LAW GROUP, P.C.

22 By: 
23 Jose-Manuel A. de Castro, Esq.

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ORDER AND JUDGMENT

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

1. The Court finds the Settlement Agreement 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, pursuant to Labor Code § 2699(l). The Court approves all payments to be made to Plaintiff, Plaintiff's counsel and Simpluris, Inc., the parties' chosen settlement administrator, in the maximum amounts provided in the Settlement Agreement and based on the terms and timelines set forth in the Settlement Agreement.

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 recited above in the Stipulation of the Parties.

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

5. Final Judgment is hereby entered in the Action, consistent with the Settlement Agreement, against Defendants Waste Resources, Inc. and Waste Resource Technologies, Inc.

6. The Action is dismissed with prejudice as to Defendants Kosti Shirvanian and Linda Shirvanian.

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1 7. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the Settlement Agreement, and any and all claims asserted in,
3 arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters
4 related to the settlement and the determination of all controversies relating thereto.
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6 **IT IS SO ORDERED.**
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8 Dated: _____

JUDGE OF THE SUPERIOR COURT
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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
3 the within action; my business address is 27200 Agoura Road, Suite 101, Calabasas, CA 91301

4 _____ (For messenger) my business address is:

5 On July 26, 2021, I served the foregoing document described as **STIPULATION AND [PROPOSED]**
6 **ORDER APPROVING SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS PURSUANT TO THE**
7 **PRIVATE ATTORNEYS' GENERAL ACT (LABOR CODE §§ 2698 ET. SEQ.) AND ENTERING**
8 **JUDGMENT** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes
9 addressed as follows:

DE CASTRO LAW GROUP, P.C. José-Manuel A. de Castro, Esq. David G. Larmore, Esq. Lori V. Minassian, Esq. 7590 N. Glenoaks Blvd., Suite 201 Los Angeles, California 91504	Joseph Tojarieh, Esq. TOJARIEH LAW FIRM, PC 10250 Constellation Blvd., Suite 100 Los Angeles, CA 90067 jft@tojariehlaw.com via e-mail only
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10 ☒ (BY ☒ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
11 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection
12 and processing correspondence for mailing. It is deposited with United States postal service on that same
13 day in the ordinary course of business. I am aware that on motion of party served, service is presumed
14 invalid if postal cancellation date or postage meter date is more that one day after date of deposit for
15 mailing in affidavit.

16 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
17 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an
18 authorized carrier or driver authorized by the express carrier to receive documents.

19 _____ (BY FACSIMILE TRANSMISSION) On _____, at _____, at Calabasas, California, I served the above-
20 referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008 of
21 the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-
22 8984 and the telephone number(s) of the receiving facsimile machine was (916) 920-4402. A
23 transmission report was properly issued by the sending facsimile machine, and the transmission was
24 reported as complete and without error. Copies of the facsimile transmission cover sheet and the
25 transmission report are attached to this proof of service.

26 _____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-
27 delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

28 ☒ (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 L WDA.

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 July 26, 2021, at Calabasas, California.

Beatriz Franco
BEATRIZ FRANCO