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9 Attorney for Plaintiffs RAMIRO VASQUEZ,
10 ANTHONY LOPEZ, and JOSE ESPINO,
11 Individually and as Private Attorneys General

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF SANTA BARBARA – COOK DIVISION

14 Attorney for Plaintiffs RAMIRO VASQUEZ,
15 ANTHONY LOPEZ, and JOSE ESPINO,
16 Individually and as Private Attorneys General,

17 Plaintiffs,

18 vs.

19 CULLIGAN SAN PASO CO., a corporation;
20 and DOES 1 through 25, inclusive,

21 Defendants.

CASE NO: 20CV04236

*Assigned for All Purposes to:
Hon. Timothy J. Staffel – Dept. SM3*

**NOTICE OF ENTRY OF ORDER OF
DISMISSAL**

Trial Date: None

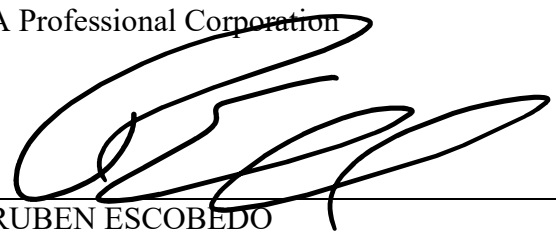
Complaint filed: December 16, 2020

22 **PLEASE TAKE NOTICE** that the Court has approved and entered the Stipulation and
23 Order of Dismissal, a copy of which is attached as Exhibit 1.

24 DATED: October 7, 2021

WORKWORLD LAW CORP.

A Professional Corporation

By: 

RUBEN ESCOBEDO

Attorney for Plaintiffs, RAMIRO VASQUEZ,
ANTHONY LOPEZ, and JOSE ESPINO, as
Private Attorneys General

EXHIBIT 1

1 RUBEN ESCOBEDO (SBN 277866)
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and DOES 1 through 25, inclusive,

16 Defendants.
17

CASE NO: 20CV04236

*Assigned for All Purposes to:
Hon. Timothy J. Staffel – Dept. SM3*

**STIPULATION AND ~~PROPOSED~~ ORDER
OF DISMISSAL**

Trial Date: None

Complaint filed: December 16, 2020

18 **TO THE HONORABLE COURT:**

19 Plaintiffs RAMIRO VASQUEZ, ANTHONY LOPEZ, and JOSE ESPINO, as Private
20 Attorneys General, and Defendant, CULLIGAN SAN PASO CO, hereby respectfully request that
21 this Court enter the attached proposed order of dismissal to effectuate the settlement entered
22 between the parties.

23 Plaintiff filed a claim under the Private Attorneys General Act (“PAGA”) with the State of
24 California. After exhausting PAGA’s administrative procedure, Plaintiff filed this action on
25 December 16, 2020, on behalf of Plaintiffs personally, the State of California, and approximately
26 70 allegedly aggrieved current and former employees of Defendant.

27 After extensive arms-length negotiations at mediation conducted on August 30, 2021,
28 conducted by Ms. Laurie Saldaña, the parties reached a settlement of the PAGA claims, which the

1 parties recently memorialized in a settlement agreement, a copy of which is attached hereto as
2 **Exhibit 1.** The parties also entered into a confidential settlement of Plaintiffs' personal claims.

3 The principal consideration for the settlement of the PAGA claim is the significant non-
4 monetary relief to which Defendant agreed as part of the settlement. In addition to the monetary
5 obligations set forth below, the proposed settlement also requires Defendant to take the following
6 actions. Provided the settlement is approved by the Court, within 90 days after the Effective Date,
7 Defendant has agreed to take the following action:

8 (i) Add a field on its vehicle inspection form asking the inspecting employee to mark
9 whether the vehicle has functioning air conditioning;

10 (ii) Evaluate its vehicle maintenance procedures;

11 (iii) Evaluate its training and procedures regarding compliance with the laws at issue in
12 this case;

13 (iv) Evaluate routes to ensure space for meal/rest/recovery periods; and

14 (v) Confirm its wage statements indicate the inclusive dates of the period for which the
15 employee is paid, and indicate the address of the legal entity that is the employer.

16 Additionally, subject to court approval, Defendant has agreed to pay a total of \$5,000,
17 including \$1,500 in settlement administration costs, with 75% of the remaining civil penalties fund
18 distributed to the LWDA and 25% of the civil penalties fund distributed to the aggrieved
19 employees as required by code.

20 Pursuant to Labor Code § 2699(l)(2), "the superior court shall review and approve any
21 settlement of any civil action filed pursuant to this part. The proposed settlement shall be
22 submitted to the agency at the same time that it is submitted to the Court." As required, the parties
23 confirm that prior to filing this Stipulation, Plaintiffs have submitted this document including
24 Exhibit 1 to the LWDA. While the parties do not agree regarding the issues of liability or
25 damages in this case, the parties do agree that both the monetary and non-monetary terms of the
26 settlement agreement are fair and advance the primary purpose of the PAGA, namely to encourage
27 compliance with the Labor Code.

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The parties respectfully request that this Court enter the proposed Order attached hereto.

DATED: September 20, 2021

WORKWORLD LAW CORP.
A Professional Corporation

By: 

RUBEN ESCOBEDO
Attorney for Plaintiffs, RAMIRO VASQUEZ,
ANTHONY LOPEZ, and JOSE ESPINO, as
Private Attorneys General

DATED: September 20, 2021

LITTLER MENDELSON, P.C.

By: 

IRENE V. FITZGERALD
ANDREW H. WOO
Attorney for Defendant, CULLIGAN SAN
PASO CO

~~**PROPOSED**~~ **ORDER OF DISMISSAL**

Having considered the stipulation filed by Plaintiffs RAMIRO VASQUEZ, ANTHONY LOPEZ, and JOSE ESPINO, as Private Attorney General (“Plaintiffs”) and Defendant, CULLIGAN SAN PASO CO. (“Defendant”), the Court hereby ORDERS, ADJUDGES AND DECREES as follows:

1. The Court hereby GRANTS approval of the parties’ settlement under Labor Code § 2699(1)(2) of the Private Attorneys General Act (“Settlement Agreement”). The Settlement Agreement is hereby fully approved and shall be carried out and effectuated according to its terms and this Order.

2. This Order incorporates by reference the definitions in the Settlement Agreement and all terms defined therein shall have the same meaning in this Order.

3. The terms of the Settlement Agreement, and this Order and Judgment, are binding on Plaintiffs and the Aggrieved Employees, as well as their heirs, executors and administrators, successors and assigns, and those terms shall have res judicata, collateral estoppel and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other proceedings constitute Released Claims as set forth in the Settlement Agreement.

4. For purposes of this settlement only, the Aggrieved Employees are defined as: all of Culligan San Paso Co.’s non-exempt current and former workers employed by Culligan at any time from April 6, 2019 and the Effective Date, which Defendant in good faith estimates as comprising approximately 70 individuals (“Aggrieved Employees”), including Plaintiffs.

5. Upon the Effective Date as set forth in the Settlement Agreement, Plaintiffs, all Aggrieved Employees, and the State of California shall fully release and forever discharge any and all claims arising during the Settlement Period seeking civil penalties under PAGA that were asserted or could reasonably have been asserted based on the facts alleged or that could have been alleged in the Action for the penalties sought in the Action (“Released Claims”), against Culligan, its past and present parents, subsidiaries, predecessors, successors, assigns, owners, officers, directors, employees, agents, trustees, attorneys or legal representatives, insurers, fiduciaries,

1 beneficiaries, partners, and/or any other entity or individual which could be liable for the acts or
2 omissions of Culligan in relation to the Released Claims (hereinafter "Released Parties"). Upon
3 issuance of the Court's approval order, Plaintiffs, all Aggrieved Employees, and the State of
4 California will be forever barred from pursuing against Culligan any and all claims for PAGA
5 civil penalties under the Labor Code, Wage Orders, 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 or that could have been allege in the Action during the Settlement
8 Period for the penalties sought in the Action.

9 6. Plaintiff, Aggrieved Employees, and Defendant shall consummate the settlement in
10 accordance with the terms of the Settlement Agreement. Except as expressly provided in the
11 Settlement Agreement, the Released Parties shall not have any further liability arising from this
12 action for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability.

13 7. As provided in the Settlement Agreement, Defendant shall pay the amount of
14 \$5,000 in accordance with the terms set forth in the Settlement Agreement, and ILYM Group, Inc.
15 shall distribute all notices and payments in accordance with the Settlement Agreement. Defendant
16 shall provide the required confirmation described in Paragraph 8 of the Settlement Agreement
17 regarding compliance with the Settlement Agreement. Defendant will not be required to pay any
18 additional amounts in connection with the Settlement other than those specifically set forth in the
19 Settlement Agreement and this Order.

20 8. Without affecting the finality of this Order and Judgment, the Court retains
21 continuing jurisdiction as to all matters relating to the administration and consummation of the
22 settlement as provided in the Settlement Agreement and all other matters covered in this Order and
23 the final judgment to be entered in this matter.

24 9. Nothing in this Order shall preclude any action to enforce Defendant's obligations
25 under the Settlement Agreement, including the requirement that it make payments in accordance
26 with the terms of the Settlement Agreement. With the exception of Plaintiffs RAMIRO
27 VASQUEZ, ANTHONY LOPEZ, and JOSE ESPINO, nothing in this Order shall preclude other
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1 Aggrieved Employees' rights or interests in their individual capacities outside of the PAGA for
2 purposes of res judicata.

3 10. Upon entry of this Order, final judgment shall be deemed entered herein and,
4 except as otherwise may be provided in the Settlement Agreement, Plaintiff, the Aggrieved
5 Employees, and counsel shall bear their own attorneys' fees, costs, and expenses incurred by them
6 in or arising out of the lawsuit (as defined in the Settlement Agreement) and shall not seek
7 reimbursement thereof from the Released Parties.

8 11. Neither this Order nor the Settlement Agreement (nor any other document referred
9 to herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as,
10 an admission of liability or fault by Defendant or the Released Parties, or a finding as to the
11 validity of any claims in the lawsuit or of any wrongdoing or violation of law by Releasees. The
12 Settlement Agreement is not a concession by the Parties and, to the extent permitted by law,
13 neither this Order, Judgment, nor any of their terms or provisions, nor any of the negotiations or
14 proceedings connected with them, shall be offered as evidence or received in evidence in any
15 pending or future civil, criminal, or administrative action or proceeding to establish any liability
16 of, or admission by the Released Parties. Notwithstanding the foregoing, nothing in this Order and
17 Judgment shall be interpreted as prohibiting the use of this Order and Judgment in a proceeding to
18 consummate or enforce the Settlement Agreement or this Order and Judgment to defend against
19 the assertion of claims in any other proceeding, or as otherwise required by law. This Order and
20 the Settlement Agreement may be filed in any action against or by Defendant or the Released
21 Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith
22 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion,
23 issue preclusion or similar defense or counterclaim.

24 12. Plaintiffs are directed to submit a copy of this Order to the LWDA within 10 days
25 of the date of this Order.

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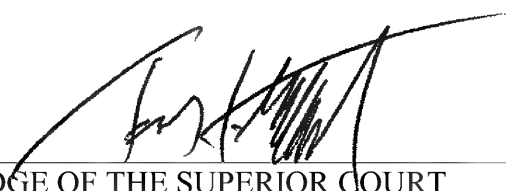
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Having granted approval of the settlement between the parties in the above-entitled action as set forth above, this Court HEREBY ORDERS, ADJUDGES AND DECREES that a judgment of dismissal in this matter is entered in accordance with the Settlement Agreement.

IT IS SO ORDERED

DATED: **09/28/2021**



JUDGE OF THE SUPERIOR COURT
Timothy J. Staffel

Case Name: *Vasquez et al. v. Culligan San Paso Co.*

Case No.: 20CV04236

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

I am employed in the County of Santa Barbara, State of California. I am over the age of 18 and not a party to the within action. My business address is 731 S. Lincoln Street, Santa Maria, CA 93458.

On **September 27, 2021**, I served the following document(s) described as **STIPULATION AND PROPOSED ORDER OF DISMISSAL** on the interested parties by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Irene V. Fitzgerald
Andrew H. Woo
Littler Mendelson, P.C.
5200 North Palm Ave., Suite 302
Fresno, CA 93704

Attorney for Defendant

- ☒ **BY MAIL:** I deposited the sealed envelope with the United States Postal Service, with postage fully prepaid.
- ☐ **BY FEDERAL EXPRESS/OVERNIGHT MAIL:** I caused the above-described document to be served on the interested parties noted as follows by Federal Express/Overnight Mail.
- ☐ **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the office(s) of the addressee.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **September 27, 2021**.


RUBEN ESCOBEDO

Case Name: *Vasquez et al. v. Culligan San Paso Co.*

Case No.: 20CV04236

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

I am employed in the County of Santa Barbara, State of California. I am over the age of 18 and not a party to the within action. My business address is 731 S. Lincoln Street, Santa Maria, CA 93458.

On **October 7, 2021**, I served the following document(s) described as **NOTICE OF ENTRY OF ORDER OF DISMISSAL** on the interested parties by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

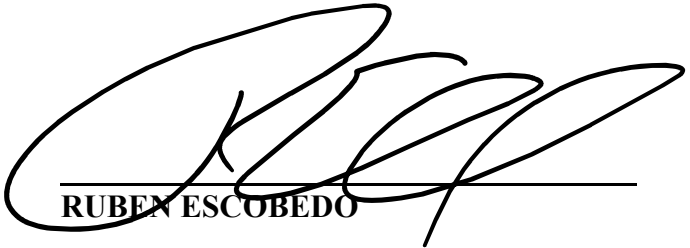
Irene V. Fitzgerald
Andrew H. Woo
Littler Mendelson, P.C.
5200 North Palm Ave., Suite 302
Fresno, CA 93704

Attorney for Defendant

- ☒ **BY MAIL:** I deposited the sealed envelope with the United States Postal Service, with postage fully prepaid.
- ☐ **BY FEDERAL EXPRESS/OVERNIGHT MAIL:** I caused the above-described document to be served on the interested parties noted as follows by Federal Express/Overnight Mail.
- ☐ **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the office(s) of the addressee.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **October 7, 2021**.



RUBEN ESCOBEDO