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13 Attorneys for Plaintiff CESAR CANALES ESTRADA,
14 on behalf of himself and all other current and
15 former aggrieved California-based hourly
16 non-exempt employees.

17 *Additional Counsel Next Page*

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

20 CESAR CANALES ESTRADA, on behalf
21 of himself and all other current and former
22 aggrieved California-based hourly non-
23 exempt employees,

24 Plaintiff,

25 vs.

26 AWARE PRODUCTS, LLC; VOYANT
27 BEAUTY, LLC; VOYANT BEAUTY
28 HOLDINGS, LLC; VOYANT BEAUTY
HOLDINGS, INC.; TOTAL PLACEMENT
SOLUTIONS, LLC; CORTECH WEST
STAFFING LLC; and DOES 1 to 100,
inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

12/07/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: H. Garcia Deputy

Case No.: 21STCV00790

*[ASSIGNED FOR ALL PURPOSES TO THE
HON. YOLANDA OROZCO, DEPT. 31]*

**JOINT STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA"); [PROPOSED] ORDER AND
JUDGMENT THEREON**

*[Filed Concurrently with the Declaration of
Melissa A. Huether in Support Thereof]*

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6 Attorneys for Defendant
7 AWARE PRODUCTS, LLC

8 Shannon Marie Jenkins, Esq. (SBN 189781)
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11 Attorneys for Defendants
12 TOTAL PLACEMENT SOLUTIONS, LLC
13 and CORTECH WEST STAFFING, LLC

1 Plaintiff CESAR CANALES ESTRADA (“Plaintiff”) and Defendants AWARE
2 PRODUCTS, LLC; TOTAL PLACEMENT SOLUTIONS, LLC; and CORTECH WEST
3 STAFFING LLC (“Defendants”) (collectively, “the Parties”), by and through their respective
4 counsel of record, hereby stipulate and agree as follows:

5 **WHEREAS**, on September 21, 2020, Plaintiff submitted a letter to the California Labor
6 and Workforce Development Agency (“LWDA”) to notify the LWDA pursuant to the Private
7 Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent
8 to seek civil penalties under PAGA for violations of the Labor Code;

9 **WHEREAS**, on November 20, 2020, Plaintiff submitted an amended letter to the
10 LWDA to notify the LWDA of Plaintiff’s intent to seek civil penalties for an additional
11 violation of the Labor Code under PAGA;

12 **WHEREAS**, on January 8, 2021, Plaintiff filed a representative PAGA action
13 complaint alleging a single claim pursuant to PAGA for the following claims against
14 Defendants: (1) failure to pay wages for all hours worked at the legal minimum wage; (2) failure
15 to pay wages for all overtime hours worked at the overtime rate of pay; (3) failure to pay wages
16 to hourly non-exempt employees to compensate them for workdays Defendants failed to
17 provide legally required and compliant meal periods; (4) failure to pay wages to hourly non-
18 exempt employees to compensate them for workdays Defendants failed to provide legally
19 required and compliant rest periods; (5) failure to timely pay earned wages during employment;
20 (6) failure to provide complete and accurate wage statements; (7) failure to pay all wages due
21 and owing upon separation of employment; and (8) failure to maintain temperature providing
22 reasonable comfort (“the Action”);

23 **WHEREAS**, on May 5, 2021, Defendants VOYANT BEAUTY, LLC; VOYANT
24 BEAUTY HOLDINGS, LLC; and VOYANT BEAUTY HOLDINGS, INC. were dismissed
25 without prejudice from the Action.

26 **WHEREAS**, the Parties agreed to attend a private mediation session with well-respected
27 mediator Hon. Carl J. West (Ret.) who is experienced in wage and hour class and PAGA
28 representative actions;

1 **WHEREAS**, in advance of the mediation, the Parties agreed to engage in informal
2 discovery. The Parties subsequently exchanged informal discovery, including: a data sampling
3 consisting of the complete timekeeping and payroll records for 100% of the purportedly
4 “aggrieved employees” (the “PAGA Group”); information and documentation concerning the
5 claims set forth in the Action, such as arbitration agreements, employee handbooks and policies
6 and procedures regarding the payment of wages, meal and rest breaks, and time keeping;
7 information regarding the number of putative PAGA Group Members and the number of current
8 versus former employees; and the total pay periods worked by the PAGA Group from
9 September 21, 2019 through mediation;

10 **WHEREAS**, on November 8, 2021, the Parties attended an all-day mediation with
11 experienced wage-and-hour mediator Hon. Carl J. West. A settlement was not reached at
12 mediation, but the Parties continued to communicate through the mediator and reached an
13 agreement to resolve the Action on November 18, 2021;

14 **WHEREAS**, the Parties concluded that there were benefits associated with settling the
15 matters, and concluded, after taking into account the sharply disputed factual and legal issues
16 involved in this litigation, the risks associated with further prosecution, the substantial benefits
17 to be received pursuant to the compromise and settlement of the PAGA representative penalty
18 claims as set forth in the Settlement Agreement, and that settlement on the terms set forth therein
19 is in the best interest of the Plaintiff, the LWDA, the PAGA Group Members, and Defendants,
20 and is fair and reasonable;

21 **WHEREAS**, Defendants deny any liability or wrongdoing of any kind associated with
22 the claims alleged in the action; Defendants further deny that this action is appropriate for
23 PAGA representative treatment for any purpose other than settling this case; Defendants
24 contend that they have complied at all times with the California Labor Code, the related
25 California Wage Orders, and all other state wage laws, and further contends that this case is
26 without merit; Defendants have denied and continue to deny each and every material factual
27 allegation and alleged claim asserted against it in this case and denies that Plaintiff or any other
28 alleged aggrieved employee has been harmed based on the allegations raised by Plaintiff;

1 **WHEREAS**, the Parties have reached a settlement of the claims of the PAGA Group
2 Members who are defined as: all persons within the State of California who are or were
3 employed by Defendants as hourly, non-exempt employees in the State of California at any
4 time within the PAGA Period. The PAGA Period is from September 21, 2019 through January
5 17, 2022. According to the informal discovery conducted in advance of the mediation in this
6 matter, Plaintiff’s counsel and expert witness analyzed a sampling of the complete time and pay
7 records for one hundred percent (100%) of the employees of Defendants during the period from
8 approximately September 21, 2019 to November 8, 2021, the date of mediation. The number
9 of pay periods through mediation, as extrapolated by Plaintiff’s counsel, was estimated to be
10 31,120;

11 **WHEREAS**, thereafter, Parties negotiated and finalized the terms of a settlement
12 memorialized in a long-form Private Attorneys General Act Settlement Agreement and Release
13 (the “Settlement Agreement”); a true and correct copy of the fully executed Settlement
14 Agreement is appended to the concurrently filed Declaration of Melissa A. Huether in Support
15 (“Huether Dec.”) as **Exhibit 1**;

16 **WHEREAS**, any settlement of a PAGA action brought by an aggrieved employee must
17 be approved by the court. Lab. Code § 2699(1)(2). In 2009, the California Supreme Court held
18 that an aggrieved employee's representative action brought on behalf of the state and other
19 aggrieved employees against an employer for PAGA violations *does not* need to meet the
20 requirements for class certification nor does there need to be notice to the other employees.
21 *Arias v. Superior Court*, 46 Cal.4th 969, 975; thus, the Court simply reviews the settlement and
22 approves it if it is deemed to be fair and reasonable. *See Gutilla v. Aerotek, Inc.*, 2017 WL
23 2729864, at *3 (E.D. Cal. Mar. 2017) (“the court will approve a settlement of PAGA claims
24 upon a showing that the settlement terms (1) meet the statutory requirements set forth by PAGA,
25 and (2) are fundamentally fair, reasonable, and adequate in view of PAGA’s public policy
26 goals.”); *see also Rincon v. W. Coast Tomato Growers, LLC*, 2018 WL 828104, at *2 (S.D. Cal.
27 2018) (same);
28

1 **WHEREAS**, the Parties seek to obtain the Court’s approval of the settlement terms and
2 resolve this matter in the most efficient manner possible; and

3 **WHEREAS**, for the reasons set forth in the supporting Declaration of Melissa A.
4 Huether, the PAGA settlement obtained here, including a gross PAGA settlement amount of
5 \$675,000, is fair and reasonable.

6 **THEREFORE, IT IS HEREBY STIPULATED AND PROPOSED BY THE**
7 **PARTIES HERETO AS FOLLOWS:**

8 The Parties stipulate and jointly request that the Court approve the following terms of the
9 fully-executed Private Attorneys General Act Settlement Agreement and Release (“Settlement
10 Agreement”) which includes the following key terms:

- 11 1. “PAGA Group Members” means current and former hourly non-exempt
12 employees of Defendants employed in California at any time during the PAGA
13 Period. (Settlement Agreement ¶ 12);
- 14 2. “PAGA Period” means from September 21, 2019 through January 17, 2022.
15 (Settlement Agreement ¶ 13);
- 16 3. “Individual PAGA Payments” means the *pro rata* share of the Net Settlement
17 Amount paid to PAGA Group Members, which includes Plaintiff. (Settlement
18 Agreement ¶ 7);
- 19 4. “Gross Settlement Amount” means Six Hundred Seventy-Five Thousand
20 Dollars (\$675,000.00) which includes all amounts including the following:
21 Attorneys’ Fees and Costs, Settlement Administration Costs, and Net Settlement
22 Amount. In no event shall Defendants be responsible to make any payment
23 beyond the Gross Settlement Amount. (Settlement Agreement ¶ 6):
 - 24 a. Plaintiff’s Counsel will seek for Attorneys’ Fees up to Two Hundred
25 Twenty-Five Thousand Dollars (\$225,000), one third of the Gross
26 Settlement Amount for all past and future attorneys’ fees necessary to
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1 prosecute, settle, and administer the Action and this Resolution
2 (Settlement Agreement ¶ 27(a));¹

3 b. Plaintiff's Counsel will seek reasonable costs up to Twenty-Five
4 Thousand Dollars (\$25,000) for all past and future litigation costs and
5 expenses necessary to prosecute, settle, and administer the Action and
6 this Resolution (Settlement Agreement ¶ 27(a)); and

7 c. The Parties have allocated Eight Thousand Dollars (\$8,000) for the
8 Settlement Administration Costs. If the Settlement Administration Costs
9 actually incurred are lower than the allocation described here, the unused
10 funds shall be part of the Net Settlement Amount. (Settlement
11 Agreement ¶ 27(d)).

12 5. Based on the requested amounts which are to be paid from the Gross Settlement
13 Amount, the estimated Net Settlement Amount is \$417,000.00, of which 75%
14 (i.e., \$312,750.00) will be distributed to the LWDA and the remaining 25% (i.e.,
15 \$104,250.00) will be distributed to PAGA Group Members. The average
16 payment to PAGA Group Members is approximately \$74.78, based on 1,394
17 PAGA Group Members sharing an estimated \$104,250.00 (the "PAGA Group
18 Fund");

19 6. No Ability to Object or Opt-Out. The alleged PAGA Group Members are not
20 permitted to opt-out or object to the Settlement Agreement. *See Robinson v.*
21 *Southern Counties Oil Co.* (August 13, 2020), First Appellate Dist. A158791;

22 7. Individual PAGA Payments will be allocated from the PAGA Group Fund.
23 PAGA Group Members shall be entitled to a share of the PAGA Group Fund on
24 a pro rata basis based on the number of pay periods each PAGA Group Member
25 worked during the PAGA Period ("Pay Periods") compared to the Pay Periods

26
27 ¹ See ¶¶ 41-57 of Declaration of Melissa A. Huether in Support of Joint Stipulation Requesting Approval of
28 Settlement Pursuant to the Private Attorneys General Act of 2004, filed concurrently herewith, for briefing on
Plaintiff's counsel's request for attorneys' fees. Plaintiff contends 33 1/3% of the Gross Settlement Amount is fair
and reasonable as this is a common fund settlement.

1 worked by all PAGA Group Members during the PAGA Period, based on
2 information to be provided by Defendant. The Settlement Administrator shall
3 take a fraction with the numerator the Pay Periods worked by the individual
4 PAGA Group Member and the denominator the total Pay Periods of all PAGA
5 Group Members and multiply it by the PAGA Group Fund to yield each PAGA
6 Group Member's Individual PAGA Payment. Partial Pay Periods will be
7 rounded down and not counted; however, if a PAGA Group Member worked
8 less than one pay period, such PAGA Group Member will be credited with one
9 Pay Period for purposes of the Settlement Agreement. The Individual PAGA
10 Payments to PAGA Group Members are in settlement of claims for civil
11 penalties. The Parties agree that 100% of the Individual PAGA Payments shall
12 be allocated to penalties. The Settlement Administrator will be responsible for
13 meeting tax reporting obligations including the issuance of IRS Form 1099 as
14 appropriate. (Settlement Agreement ¶ 27(c));

15 8. PAGA Notice and Payment Procedure:

16 a. Within twenty (20) calendar days after the Effective Date, Defendants
17 shall provide to the Settlement Administrator in Excel spreadsheet form
18 the PAGA Group Members' full names, last known mailing addresses,
19 Social Security numbers, start and end dates of employment, and Pay
20 Periods, and any other information necessary for the Settlement
21 Administrator to calculate the Individual PAGA Payments ("PAGA
22 List"). (Settlement Agreement ¶ 35);

23 b. The Settlement Administrator will run a check of the PAGA Group
24 Members' addresses against those on file with the U.S. Postal Service,
25 National Change of Address Database and update the PAGA List for any
26 known address changes prior to mailing. That check will be performed
27 only once per PAGA Group Member by the Settlement Administrator.
28 (Settlement Agreement ¶ 35);

- 1 e. Within ninety (90) calendar days after the Court enters an order
2 approving the Settlement and judgment, Defendants will deposit to the
3 Settlement Administrator the Gross Settlement Amount of \$675,000
4 (Settlement Agreement ¶ 36);
- 5 f. Within twenty (20) calendar days of the day Defendants deposit the
6 Gross Settlement Amount, the Settlement Administrator shall distribute
7 the Court-awarded Attorneys' Fees and Costs to PAGA Counsel, the
8 LWDA Payment to the LWDA, and the Court-awarded Settlement
9 Administration Costs to itself. The Settlement Administrator will also
10 distribute to each PAGA Group Member a check for their Individual
11 PAGA Payment. The Settlement Administrator shall send a letter to the
12 PAGA Group Members in substantially the form attached to the
13 Settlement Agreement as Exhibit A along with the relevant tax forms
14 and the Individual PAGA Payments. Plaintiff's settlement checks and
15 the forms shall be transmitted to Plaintiff's Counsel. (Settlement
16 Agreement ¶ 37);
- 17 g. Individual PAGA Payment checks shall remain valid and negotiable for
18 180 calendar days from the date of their issuance. If an Individual PAGA
19 Payment check is returned to the Settlement Administrator, the
20 Settlement Administrator will make all reasonable efforts, including
21 conducting a skip trace or similar search to locate a more current address,
22 to re-mail it to the PAGA Group Member at his or her correct address.
23 Upon the deadline to cash the Individual PAGA Payment checks, the
24 checks will automatically be cancelled by the Settlement Administrator
25 if not cashed by the PAGA Group Member within that time, at which
26 point the PAGA Group Member's claims will remain released by the
27 Settlement. The checks provided to PAGA Group Members shall
28 prominently state the expiration date or a Statement that the checks will

1 expire in 180 calendar days, or alternatively, such a statement may be
2 made in a letter accompanying the check. Expired Individual PAGA
3 Payment checks will not be reissued, except for good cause and as
4 mutually agreed by the Parties in writing. (Settlement Agreement ¶
5 37(b))

- 6 h. If a PAGA Group Member's settlement letter, Individual PAGA
7 Payment, and tax forms are undeliverable after a skip trace or similar
8 search, or if a PAGA Group Member fails to cash the check for his or
9 her settlement award within 180 days after it is mailed to him or her, the
10 Settlement Administrator will distribute the funds represented by the
11 uncashed checks to the California State Controller Unclaimed Property
12 Division in the name and amount of the individual who did not cash their
13 check. No portion of the Gross Settlement Amount will revert to
14 Defendants for any reason. (Settlement Agreement ¶ 38).

15
16 Dated: December ⁵~~4~~, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

18 By: 
19 Joseph Lavi, Esq.
20 Melissa A. Huether, Esq.
21 Attorneys for Plaintiff
22 CESAR CANALES ESTRADA, on behalf of
himself and all other current and former
aggrieved California-based hourly non-
exempt employees

23
24 Dated: December 5, 2022

Respectfully submitted,
JACKSON LEWIS P.C.

25
26 By: 
27 Leila Nourani
28 Buck N. Haddix
Attorneys for Defendant
Aware Products, LLC

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Dated: December 2, 2022

Respectfully submitted,
TREDWAY, LUMSDAINE & DOYLE LLP

Shannon Marie Jenkins, Esq.

By: _____
Shannon Marie Jenkins
Attorneys for Defendants
Total Placement Solutions, LLC and Cortech
West Staffing LLC

1 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
2 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
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4 CESAR CANALES ESTRADA, on behalf
5 of himself and all other current and former
6 aggrieved California-based hourly non-
7 exempt employees,

8 Plaintiff,

9 vs.

10 AWARE PRODUCTS, LLC; VOYANT
11 BEAUTY, LLC; VOYANT BEAUTY
12 HOLDINGS, LLC; VOYANT BEAUTY
13 HOLDINGS, INC.; TOTAL
14 PLACEMENT SOLUTIONS, LLC;
15 CORTECH WEST STAFFING LLC; and
16 DOES 1 to 100, inclusive,

17 Defendants.

Case No.: 21STCV00790

*[ASSIGNED FOR ALL PURPOSES TO THE
HON. YOLANDA OROZCO, DEPT. 31]*

**[PROPOSED] ORDER GRANTING JOINT
STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") AND JUDGMENT THEREON**

18 Pursuant to Stipulation by the parties and good cause appearing:

19 Having considered the submissions of Plaintiff Cesar Canales Estrada ("Plaintiff") and
20 Defendants Aware Products, LLC; Total Placement Solutions, LLC; and Cortech West Staffing
21 LLC ("Defendants") (collectively, the "Parties"), and all legal authorities and documents
22 submitted in support thereof, including the Private Attorneys General Act Settlement
23 Agreement and Release (the "Settlement Agreement") attached to the Huether Declaration as
24 **Exhibit 1**, and good cause appearing,

25 **HEREBY ORDERS AND ENTERS JUDGMENT**, as follows:

26 1. All terms used herein shall have the same meaning as defined in the Settlement
27 Agreement attached to the Huether Dec. as **Exhibit 1**.

28 2. The Court hereby approves the terms set forth in the Settlement Agreement and
finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that
the Settlement Agreement has been reached as a result of informed and non-collusive arm's-

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length negotiations. The Court further finds that the ParmoNGs te ahte teasonahm fl

1 8. The Court hereby awards attorneys' fees in the amount of 33 1/3% of the Gross
2 Settlement Amount, which is \$225,000.00 in attorneys' fees and \$14,085.43 in attorneys' costs.
3 The payment of fees to Plaintiff's Counsel shall be made in accordance with the terms of the
4 Settlement.

5 9. The Court approves the Notice of PAGA Resolution attached as Exhibit A to the
6 Settlement Agreement.

7 10. All settlement checks will remain valid for 180 days after which the checks shall
8 become null and void, and any monies remaining in the distribution account shall be
9 transmitted to the California State Controller for deposit in the Unclaimed Property Fund in the
10 name of the PAGA Group Member to whom the uncashed Net Settlement Payment was
11 drafted.

12 11. In consideration for the LWDA Payment and the PAGA Group Members'
13 Individual PAGA Payments, as of the Effective Date and upon Defendants' full funding of the
14 Gross Settlement Amount, the PAGA Group Members, release the Released Parties to the full
15 extent permitted by law of and from the Action and from any and all claims and/or causes of
16 action under the California Private Attorneys General Act alleged in the Action or in the PAGA
17 notice submitted to the LWDA on September 21, 2020 and the amended PAGA notice
18 submitted to the LWDA on November 20, 2020, or which could have been alleged for civil
19 penalties under PAGA based on the facts and claims alleged therein, including, PAGA penalties
20 for violations under the California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512,
21 1194, 1197, 1198, and the applicable IWC Wage Orders (i.e., PAGA Released Claims). This
22 release also expressly includes all claims for damages, interest, penalties, premiums, fees,
23 costs, restitution, and any recovery or award of any kind based on the Released Claims.

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1 12. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the settlement, and any and all claims, asserted in, arising
3 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.

5
6 Date: 12/07/2022, 2022



A handwritten signature in black ink, appearing to be "YO" followed by a stylized flourish.

By: Yolanda Orozco / Judge

Hon. Yolanda Orozco
Judge of the Superior Court

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee 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 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On December 5, 2022, I served the foregoing document, described as:

**“JOINT STIPULATION REQUESTING APPROVAL OF SETTLEMENT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”); [PROPOSED]
ORDER AND JUDGMENT THEREON”**

on all interested parties in this action as follows:

Counsel for Defendant
AWARE PRODUCTS, LLC:

Leila Nourani, Esq.
Buck N. Haddix, Esq.
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017

*Counsel for Defendants TOTAL PLACEMENT
SOLUTIONS, LLC; and CORTECH WEST
STAFFING, LLC:*

Shannon M. Jenkins, Esq.
TREDWAY, LUMSDAINE & DOYLE LLP
2010 Main Street, Suite 1000
Irvine, CA 92614

☒ **(BY MAIL)** As follows:

I placed such envelope, with postage thereon prepaid, in the United States mail at Los Angeles, California. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles, California, in the ordinary course of business. I am aware that, on motion of the party served, service is presumed invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the attorney at the offices of the addressee.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct. Executed on December 5, 2022, at Beverly Hills, California.



Rubi Martinez