

FILED
Superior Court of California
County of Los Angeles
08/05/2022

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By: O. Chavez Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JAMES WESLEY III, an individual on behalf
of himself, all aggrieved employees and the
State of California as a Private Attorneys
General,

Plaintiff,

v.

AIRTOUCH CELLULAR, INC., a California
corporation and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. 20STCV48397

Assigned for all purposes to
the Hon. Holly Fujie

**JOINT STIPULATION REGARDING
APPROVAL OF INDIVIDUAL
SETTLEMENT AND REQUEST FOR
DISMISSAL OF ACTION; [PROPOSED]
ORDER**

Complaint Filed: December 18, 2020

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12 Attorneys for Defendant
13 AIRTOUCH CELLULAR INC.
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1 Plaintiff James Wesley (“Wesley”) and Defendant AirTouch Cellular Inc. (“AirTouch”)
2 (collectively referred to as the “Parties”) hereby enter into this Stipulation with reference to the
3 following facts:

4 **RECITALS**

5 A. Wesley was previously employed by AirTouch. His employment with AirTouch
6 ended in January 2020.

7 B. Wesley filed this action on December 18, 2020, alleging a single cause of action
8 pursuant to Labor Code §§ 2698, *et seq.*, the Private Attorneys General Act (“PAGA”), seeking
9 penalties on a representative basis for putative aggrieved employees identified in the Complaint.

10 C. AirTouch filed its answer to Wesley’s Complaint on March 4, 2021. The Parties
11 subsequently engaged in discussions and exchanged informal discovery relating to Wesley’s
12 claims, including AirTouch’s contention that the PAGA claims asserted in this Action are barred
13 by a prior class and PAGA settlement in a coordinated proceeding entitled *AirTouch Cellular Wage*
14 *& Hour Cases*, Los Angeles Superior Court Case No. JCCP 4693 (*Deanna Veramendi v. AirTouch*
15 *Cellular Inc.*) (“*Veramendi*”).

16 D. On June 21, 2022, the Parties engaged in good faith negotiations before an
17 experienced third-party, neutral mediator and reached an agreement to settle this action on an
18 individual, non-representative basis.

19 E. A true and correct copy of the confidential settlement agreement (“Settlement”)
20 executed by the Parties will be lodged with this Court at the time this Stipulation is filed so the
21 Court can evaluate the terms of the Settlement.

22 F. For the reasons explained in the declaration of Wesley’s counsel that accompanies
23 this Stipulation, based on Wesley’s counsel’s experience litigating wage and hour actions, Wesley’s
24 counsel believes that the Settlement is fair and reasonable and warrants approval by the Court. The
25 Settlement calls for the release and dismissal of Wesley’s PAGA claim, and his underlying
26 individual claims under the California Labor Code, with prejudice as to himself and without
27 prejudice as to the Labor Workforce Development Agency (“LWDA”) and any other potentially
28 aggrieved employees.

STIPULATION

The Parties hereby stipulate as follows:

1. Under the terms of the Parties' Settlement, Wesley desires to dismiss his PAGA claim, including his underlying individual claims under the California Labor Code, with prejudice as to himself and without prejudice as to the LWDA or any other potentially aggrieved employees.

2. The proposed Settlement, because it is on an individual basis only, shall not be a settlement on behalf of any putative aggrieved employees on whose behalf Wesley purported to assert a cause of action pursuant to the PAGA.

3. There is no basis to require notice to be provided to any potentially aggrieved employees of the Parties' Settlement. Lack of notice of the Settlement and the dismissal of this action will not prejudice any potentially aggrieved employees in this case since no aggrieved employee has received notice of the pendency of this action. Further, neither Wesley's counsel nor Wesley is aware of any current or former employee of AirTouch who has relied on this action to litigate their PAGA claim.

4. In compliance with Labor Code § 2699(1)(2), which requires a superior court to "review and approve any settlement of any civil action filed pursuant to" PAGA, the Parties submit this Stipulation requesting that this Court approve the terms of the Parties' Settlement.

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1 5. Subject to the Court's approval of the Parties' Settlement, the Parties hereby
2 stipulate to and request that the Court enter an order dismissing Wesley's PAGA claim, and his
3 underlying individual claims under the California Labor Code, with prejudice as to Wesley and
4 without prejudice as to the LWDA and any other potentially aggrieved employees.

5 **IT IS SO STIPULATED.**

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7 Dated: August 1, 2022

KOUL LAW FIRM

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9 By:  _____

10 Attorney for Plaintiff JAMES WESLEY

11 Dated: August 4, 2022

JONES DAY

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14 By:  _____
Steven M. Zadravec

15 Attorney for Defendant AIRTOUCH
16 CELLULAR INC.
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1 **[PROPOSED] ORDER**

2 Having read and considered the Parties' Stipulation and the concurrently filed Declaration
3 of Wesley's counsel, the Court hereby orders as follows:

4 1. The Court finds the Settlement was entered into in good faith, that the Settlement
5 is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
6 requirements for approval of the dismissal or settlement of representative actions brought pursuant
7 to the California Labor Code Private Attorneys General Act, Labor Code §§ 2698, *et seq.*
8 ("PAGA"). The Court further finds that the Parties have had an opportunity to evaluate their
9 respective positions and reach a resolution. The Court finds that Settlement will avoid additional
10 and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue
11 to litigate this case.

12 2. The Court has reviewed and approves the terms of the Parties' Settlement, including
13 the dismissal of Plaintiff James Wesley's ("Wesley") sole cause of action for penalties under the
14 PAGA with prejudice as to Wesley, and without prejudice as to the Labor Workforce Development
15 Agency ("LWDA") or any other potentially aggrieved employees.

16 3. The Court finds that no notice is required to be given to the putative aggrieved
17 employees on whose behalf Wesley asserts a PAGA claim.

18 4. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement
19 based on the provisions and timelines set forth therein.

20 5. The Court hereby orders the dismissal of the above-named action by Wesley for
21 penalties under PAGA, with prejudice as to Wesley, and without prejudice as to the LWDA or any
22 other potentially aggrieved employees.

23 **IT IS SO ORDERED.**



Holly J. Fujie

Holly J. Fujie / Judge

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25 Dated: 08/05/2022

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Honorable Holly Fujie

Superior Court of California
County of Los Angeles

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Receipt EFM-2022-5079054.1

Date: 8/4/22 10:01 AM

Time: 8/4/22 10:01 AM

CASE # 20STCV48397

JAMES WESLEY, III vs AIRTOUCH

Request, Notice Continuance or Stip-GC 70617(c)(1-3)	20.00
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Court Transaction Fee	2.25
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Case Total:	<u>22.25</u>
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Total Paid:	<u>22.25</u>
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