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7 Attorneys for Plaintiff Santiago Nunez on behalf of himself and all "aggrieved employees"
8 pursuant to Labor Code § 2698 *et seq.*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES—NORTHWEST DIVISION**

11 SANTIAGO NUNEZ, on behalf of himself
12 and all "aggrieved employees" pursuant to
13 Labor Code § 2698 *et seq.*,

14 Plaintiffs,

15 v.

16 CANOGA TOPANGA DH, LP, a
California limited partnership, and DOES 1
17 through 10, inclusive,

18 Defendants.

Case No. 21VECV00160

*Assigned for all purposes to The Honorable Shirley
K. Watkins, Dept. T*

**STIPULATION AND [PROPOSED] ORDER
APPROVING SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS,
AND DISMISSING ACTION WITH
PREJUDICE**

Complaint Filed: February 9, 2021

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STIPULATION

IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. On November 10, 2020, Plaintiff Santiago Nunez ("Plaintiff") complied with the requirements set forth in Labor Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, "PAGA") by sending a letter, by online submission to the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant CANOGA TOPANGA DH, LP ("Defendant") (hereinafter Plaintiff and Defendant are collectively referred to as the "Parties"), setting forth the facts and theories of the violations alleged against Defendant. (Declaration of Daniel F. Gaines ["Gaines Decl."] at ¶ 6; Exhibit "B" to Gaines Decl.).

2. Plaintiff filed his Representative Action Complaint on February 9, 2021 seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, and 1194 and penalties pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 226.3 and 558 ("the Action"). (Gaines Decl. at ¶ 7).

3. The Parties then engaged in informal discovery, which provided Plaintiff's counsel sufficient information to ascertain the size of the aggrieved employee group, the number of affected pay periods at issue among them, and the strength of Plaintiff's claims. (Gaines Decl. at ¶ 8).

4. Defendant denied and continues to deny any liability to Plaintiff or any other allegedly aggrieved employee for any violations alleged in the Action. (Gaines Decl. at ¶ 9).

5. The Parties participated in a mediation with Steve Pearl, Esq. on November 29, 2021 in an attempt to resolve the claims asserted in the Action. (Gaines Decl. at ¶ 10).

6. During the mediation, the Parties engaged in arm's-length negotiations and reached a resolution of the PAGA claims. Based on the information and documents obtained through informal discovery and during mediation, Plaintiff assessed the value of the PAGA claims (without stacking) to be approximately \$148,500 (at the rate of a \$100 penalty for 1,485 pay periods at issue). (Gaines Decl. at ¶ 11).

1 7. The amount of the settlement is \$90,000, which represents a recovery of over 60%
2 of the possible discretionary penalties and includes an apportionment of attorneys' fees and costs
3 and a modest enhancement payment to Plaintiff Nunez. (Gaines Decl. at ¶ 12).

4 8. The Parties agree that the settlement amount represents a fair compromise of the
5 claims, including the related costs of litigation and risk. (Gaines Decl. at ¶ 13).

6 9. Based on their extensive experience litigating over 100 representative actions,
7 counsel for Plaintiff believes the settlement here is fair and reasonable and warrants approval by
8 the Court. (Gaines Decl. at ¶¶ 2-5; Exhibit "A" to Gaines Decl.).

9 10. The Parties request that the Court enter the accompanying order, approving their
10 settlement (attached to the Gaines Declaration as Exhibit "C"), as permitted by Labor Code §
11 2699(l), and dismissing this Action with prejudice. (Gaines Decl. at ¶ 14).

12 11. In a separate Action (and represented by separate Counsel), Los Angeles County
13 Superior Court Case No. 21VECV00821, Plaintiff and Defendant separately entered into a
14 confidential individual settlement agreement and release whereby Defendant agreed to pay Plaintiff
15 in exchange for his general release of all claims. (Gaines Decl. at ¶ 15).

16 **IT IS SO STIPULATED.**

17 Dated: December 20, 2021

18 For Plaintiff:

 For Defendant:

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20 GAINES & GAINES, APLC

 BENT CARYL & KROLL LLP

21
22 By: Daniel F. Gaines
23 DANIEL F. GAINES

 By: Jesse M. Caryl
 JESSE M. CARYL

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ORDER

The Court, having reviewed the Parties' Private Attorneys General Act (Labor Code § 2698 *et. seq.*) Settlement Agreement (the "Settlement" or "Settlement Agreement") attached as Exhibit "C" to the concurrently-filed Declaration of Daniel F. Gaines, together with the Stipulation of the Parties and the Declaration of Daniel F. Gaines and exhibits attached thereto, hereby ORDERS:

1. The Court finds the Settlement 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 penalties to be paid to the aggrieved employees and the State of California as set forth in the Settlement, pursuant to Labor Code § 2699(l). The Court further approves all payments to be made to Plaintiff's counsel and Plaintiff Nunez based on the terms of the Settlement.

3. This Action is hereby DISMISSED WITH PREJUDICE.

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

5. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

I am employed 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 27200 Agoura Road, Suite 101, Calabasas, CA 91301

____ (For messenger) my business address is:

On January 7, 2022, I served the foregoing document described as **STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS, AND DISMISSING ACTION WITH PREJUDICE** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Jess M. Caryl, Esq.
BENT CARYL & KROLL, LLP
6300 Wilshire Boulevard, Suite 1415
Los Angeles, CA 90048

Attorneys for Defendant,
Canoga Topanga DH, LP

 X (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more that one day after date of deposit for mailing in affidavit.

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

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

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

 X (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 LWDA.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on January 7, 2022, at Calabasas, California.



JEREMY REYES