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9 Attorneys for Plaintiff Krista Robles, on behalf of herself and on behalf of all similarly situated
10 individuals

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF ORANGE**

14 KRISTA ROBLES, on behalf of herself and all
"aggrieved employees" pursuant to Labor Code §
15 2698 *et seq.*,

16 Plaintiffs,

17 v.

18 CENTRAL INNOVATIONS, LLC, a Wyoming
19 limited liability company, and DOES 1 through
10, inclusive,

20 Defendants.

CASE NO: 30-2021-01178892-CU-OE-CXC

*Assigned to the Hon. James J. Di Cesare,
Department C-16*

**STIPULATION AND [PROPOSED] ORDER
DISMISSING ACTION**

[Filed Concurrently with Declaration of Daniel
F. Gaines]

Complaint Filed: January 14, 2021

21
22 **STIPULATION**

23 WHEREAS, on January 14, 2021, Plaintiff Krista Robles, on behalf of herself and all similarly
24 situated individuals, filed a class and representative action complaint against Central Innovations, LLC,
25 a Wyoming limited liability company alleging violations of Labor Code §§ 201-203, 226(a), 226.7, 226.8,
26 510, 512, 558, 1194, and 1194.2, Business and Professions Code § 17200, and Labor Code § 2699(f) for
27 violations of Labor Code §§ 201-203, 226(a), 226.7, 510, 512, 1194 and Labor Code § 2699(a) for
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1 violations of Labor Code §§ 226.3, 226.8, and 558 (“Complaint”). *See* Declaration of Daniel F. Gaines
2 (“Gaines Decl.”), at ¶ 2.

3 WHEREAS, on or about March 12, 2021, Defendant filed its Answer to Plaintiff’s Complaint.
4 Gaines Decl. at ¶ 3.

5 WHEREAS, Plaintiff and Defendant (hereinafter collectively, the “Parties”) engaged in formal
6 and informal discovery, followed by extensive discussions of Plaintiff’s claims and Defendant’s defenses.
7 Gaines Decl. at ¶ 4.

8 WHEREAS, on October 29, 2021, the Parties engaged in a successful mediation with the help of
9 Scott Markus, Esq., a respected and well-known mediator. Gaines Decl. at ¶ 5.

10 WHEREAS, based on the fact that there are only twelve (12) “class members” and eight (8)
11 “aggrieved employees” who worked fewer than 50 aggregate pay periods during the six (6) month period
12 during which Defendant operated before shutting down, the Parties agreed to resolve the claims of Plaintiff
13 individually, in exchange for a dismissal of such claims with prejudice, and dismiss the claims of all other
14 “class members” and “aggrieved employees” without prejudice. Gaines Decl. at ¶ 6.

15 WHEREAS, the Parties have agreed that Defendant shall pay Plaintiff \$40,000 in exchange for
16 the release and dismissal with prejudice of her individual claims. Gaines Decl. at ¶ 6; Exhibit A to Gaines
17 Decl.

18 WHEREAS, the settlement between Plaintiff and Defendant does not contemplate the waiver of
19 any claims by anyone other than Plaintiff and does not provide for the waiver of the class and PAGA
20 claims asserted on behalf of any employee, such that there is no allocation to class damages or PAGA
21 penalties in the settlement. Gaines Decl. at ¶ 7.

22 WHEREAS, the absent employees will not be prejudiced, no notice of the pendency of this Action
23 has been given to them, and this settlement preserves their rights and promotes judicial efficiency and
24 economy by curtailing costly litigation and resolving an action in the best manner possible. Gaines Decl.,
25 ¶ 8.

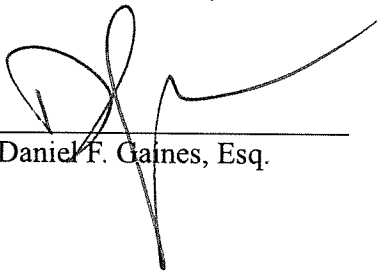
26 WHEREAS, concurrent with the filing of this Stipulation, the Parties have submitted the
27 Settlement Agreement to the LWDA in compliance with Labor Code section 2699(1)(2). Gaines Decl., ¶
28 9.

1 NOW, THEREFORE, IT IS HEREBY STIPULATED by and between the Parties hereto and
2 through their respective attorneys of record that Plaintiff's claims shall be dismissed *with* prejudice, and
3 the PAGA claims and claims asserted on behalf of other employees in the Action shall be dismissed *without*
4 prejudice.

5 **IT IS SO STIPULATED.**

6 Dated: November 2, 2021

7 For Plaintiff:
8 GAINES & GAINES, APLC

9
10 By: 
11 Daniel F. Gaines, Esq.

For Defendant:
Carlsbad Law Group, LLP

12
13 By: 
14 Randall Stepp, Esq.

15 **ORDER**

16 The Court, having reviewed the Parties' stipulation and any and all supporting papers, hereby
17 ORDERS that this Action is hereby DISMISSED WITH PREJUDICE as to Plaintiff Krista Robles'
18 individual claims, and DISMISSED WITHOUT PREJUDICE as to the PAGA claims and claims asserted
19 on behalf of other employees.

20 **IT IS SO ORDERED.**

21 Dated: _____

22 _____
23 JUDGE OF THE SUPERIOR COURT
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PROOF OF SERVICE AND CERTIFICATION

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 November 3, 2021, I served the foregoing document described **STIPULATION AND [PROPOSED] ORDER DISMISSING ACTION** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

JL Sean Slattery, Esq.
David P. Hall, Esq.
Sonny Stepp, Esq.
Timothy Dabler, Esq.
CARLSBAD LAW GROUP LLP
5050 Avenida Encinas, Suite 300
Carlsbad, CA 92008

☒ (BY ☒ 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 _____, 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 (916) 920-4402. 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.

☒ (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 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 November 3, 2021, at Calabasas, California.



BEATRIZ FRANCO