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12 Attorneys for Defendant Richard J. Hagstrom, DDS, Inc.
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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN DIEGO**

17 LUIS MORALES, in a Representative Capacity
18 only, and on behalf of other members of the
general public similarly situated,

19 Plaintiff,

20 v.

21 RICHARD J. HAGSTROM, DDS, INC., a
22 California Corporation; and DOES 1-10,
inclusive

23 Defendants.
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Case No.: 37-2021-00026591-CU-OE-CTL

**STIPULATION AND [PROPOSED ORDER]
REGARDING SETTLEMENT OF PAGA
CLAIMS**

Date:

Time:

Judge: Hon. Richard S. Whitney

Dept: C-68

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1 WHEREAS, on September 24, 2021, at approximately 3:00 p.m., Plaintiff's Counsel notified
2 the LWDA of the settlement proposal for a third time, by providing the LWDA with this Stipulation.
3 As with all uploads to this filing portal, Plaintiff's Counsel immediately received an auto-generated
4 E-Mail that its submission was received by the LWDA;

5 WHEREAS, the total value of the proposed settlement is \$60,000.00, broken down as
6 follows:

7 1. **\$18,500.00** Attorneys' Fees (less than 1/3 of total settlement value)

8 2. **\$1,500.00** Costs of Litigation

9 3. Subtotal of **\$40,000.00**. 75% (**\$30,000.00**) shall be assigned/paid to the LWDA as
10 penalties.

11 4. The remaining 25% (**\$10,000.00**) will be disbursed by dividing such amount equally
12 among the nonexempt employees employed by Hagstrom during the PAGA Period;

13 WHEREAS, given the above, the average payment to each individual non-exempt employee
14 will be approximately **\$454.55**;

15 WHEREAS, the Parties and their Counsel agree that this settlement represents a fair and
16 adequate payment;

17 WHEREAS, after meeting and conferring on the issues discussed above, the Parties have
18 stipulated and agreed:

19 **STIPULATION**

20 WHEREAS, the Parties stipulate as follows:

21 On September 2, 2021, the Parties reached a resolution of this matter, as set forth fully below,
22 and in the PAGA Settlement Agreement attached hereto as **Exhibit A**. Plaintiff's counsel believes
23 the settlement is fair, reasonable, and adequate, taking into account Defendant's potential defenses
24 and time, expenses, and risks of litigation

25 The Limitations Period begins on April 14, 2020. There are approximately 22 PAGA
26 Members at issue.

1 Based on the below, each PAGA member would receive an average payment of
2 approximately \$454.55.

3 On August 24, 2021, Plaintiff's Counsel first notified the LWDA of the settlement proposal.
4 As with all uploads to this filing portal, Plaintiff's Counsel immediately received an auto-generated
5 E-Mail that its submission was received by the LWDA. Please see **Exhibit B**;

6 On September 14, 2021, at 9:11 a.m., Plaintiff's Counsel notified the LWDA of the
7 settlement proposal for a second time. As with all uploads to this filing portal, Plaintiff's Counsel
8 immediately received an auto-generated E-Mail that its submission was received by the LWDA.
9 Please see **Exhibit C**;

10 On September 24, 2021, at approximately 3:00 p.m., Plaintiff's Counsel notified the LWDA
11 of the settlement proposal for a third time, by providing the LWDA with this Stipulation. As with all
12 uploads to this filing portal, Plaintiff's Counsel immediately received an auto-generated E-Mail that
13 its submission was received by the LWDA. Please see **Exhibit D**;

14 The total value of the proposed settlement is \$60,000.00, broken down as follows:

- 15 1. **\$18,500.00** Attorneys' Fees (less than 1/3 of total settlement value)
16 2. **\$1,500.00** Costs of Litigation
17 3. Subtotal of **\$40,000.00**. 75% (**\$30,000.00**) shall be assigned/paid to the LWDA as
18 penalties.
19 4. The remaining 25% (**\$10,000.00**) in cash will be disbursed among all non-exempt
20 employees based on work weeks employed during the PAGA period.

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1 The average payment to each individual employee will be approximately \$454.55. The
2 Parties and their Counsel agree that this settlement represents a fair and adequate payment.

3 **IT IS SO STIPULATED.**

4 Dated: September 24, 2021

DAVENPORT GERSTNER & McCLURE

6 By: 
7 Stephen Thomas Davenport, Jr.
8 Attorney for Defendant
9 Richard J. Hagstrom, DDS, Inc.

10 Dated: September 24, 2021

**SULLIVAN & YAECKEL LAW GROUP,
APC**

12 By: 
13 William B. Sullivan
14 Eric K. Yaeckel
15 Jason A. Baluarte
16 Attorneys for Plaintiff LUIS MORALES

1 **[PROPOSED] ORDER**

2 Based on the stipulation of the parties, the Court finds there are sufficient grounds to approve
3 the Parties' agreed upon settlement terms. Accordingly, good cause appearing therefor,

4 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

- 5 1. The Court has reviewed and approves the terms of the Parties' settlement pursuant to the
6 Private Attorneys General Act (PAGA);
7 2. Judgment in accordance with the terms of the Parties' PAGA Settlement, and the specific
8 allocations described in the Stipulation is approved and entered by the Court; and
9 3. The Court will retain jurisdiction over the Parties to enforce the settlement until performance
10 in full of the terms of the settlement pursuant to Code of Civil Procedure section 664.6.

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12 **IT IS SO ORDERED.**

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14 Dated: _____

15 Hon. Richard S. Whitney
16 Judge of the Superior Court
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