

EVAN S. GAINES, ESQ. SBN 287668
GAINES LAW CORPORATION
4550 East Thousand Oaks Blvd., Suite 100
Westlake Village, CA 93162
Telephone: (805) 892-8200
Facsimile: (805) 800-8928
Email: evan@gaines.law

Attorneys for Plaintiff Keenan Patton, on behalf of himself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

KEENAN PATTON, on behalf of himself and
all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

MYERS ELECTRIC COMPANY INC., a
California corporation, and DOES 1 through
10, inclusive,

Defendants.

CASE NO: 34-2021-00303083

*Assigned to the Hon. Lauri A. Damrell
Dept 22*

**STIPULATION AND [PROPOSED]
ORDER DISMISSING CLASS AND
REPRESENTATIVE PRIVATE
ATTORNEYS GENERAL ACT ACTION**

[CRC 3.769, Labor Code § 2698 *et seq.*]

[Filed Concurrently with Declaration of Evan
S. Gaines]

Complaint Filed: June 24, 2021

STIPULATION

WHEREAS, on June 24, 2021, Plaintiff, on behalf of himself and all aggrieved employees, filed a representative action complaint pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698 et seq., against Defendants MYERS ELECTRIC COMPANY INC. (“Defendant”) seeking civil penalties for violations of the California Labor Code (the “Action”) (Declaration of Evan S. Gaines [“Gaines Decl.”], ¶ 2);

WHEREAS, on May 5, 2023, Plaintiff amended his complaint to include standalone class action allegations premised on the alleged PAGA claims. The First Amended Complaint is the operative complaint in this Action. (Gaines Decl., ¶ 3);

WHEREAS, after a review of Defendant’s financial condition after considering Defendant’s contention that it is suffering **severe** financial difficulties that could greatly hinder their ability to pay any class settlement or let alone further defend this Action, Plaintiff and his counsel have concluded that it is in all Parties’ best interest to resolve Plaintiff’s individual claims only (Gaines Decl., ¶ 4);

WHEREAS, the Parties have negotiated a settlement of Plaintiff’s individual claims only, and the class and PAGA claims will be dismissed *without* prejudice (the “Settlement”) (Gaines Decl., ¶ 5);

WHEREAS, the Settlement between Plaintiff and Defendant does not contemplate the waiver of any claims by anyone other than Plaintiff and does not provide for the waiver of class and PAGA claims asserted on behalf of any employee or the state, such that there is no allocation of civil penalties in the Settlement. (Gaines Decl. ¶ 6);

WHEREAS, concurrent to the filing of this Stipulation, the Parties have submitted the Settlement Agreement to the Labor and Workforce Development Agency in compliance with Labor Code section 2699(l)(2) (Gaines Decl. ¶ 7); and

WHEREAS, no notice is required to be given to the putative class because, although a Belaire West Notice of the pending Action was mailed to Aggrieved Employees and Class Members in 2023 and 2024, there is no other pending action, of which the Parties are aware, brought by a member of the putative class or including an overlapping putative class; and no class

1 has been certified. Consequently, no absent putative class member will suffer prejudice as a result
2 of this dismissal, and no notice is required pursuant to California Rules of Court, Rule 3.770(c).
3 (Gaines Decl. ¶ 8).

4 NOW, THEREFORE, IT IS HEREBY STIPULATED by and between the Parties hereto
5 and through their respective attorneys of record that Plaintiff's individual claims shall be dismissed
6 with prejudice, the claims of all putative class members (except Plaintiff) and claims of all
7 allegedly aggrieved employees shall be dismissed without prejudice, and the Court shall retain
8 jurisdiction pursuant to Code of Civil Procedure Section 664.6 with respect to all matters related to
9 the consummation of the settlement, including to enforce the Settlement.

10 **IT IS SO STIPULATED.**

11 Dated: August 1, 2024

GAINES LAW CORPORATION

12
13 By:  _____

EVAN S. GAINES

Attorneys for Plaintiff

14
15 Dated: August 1, 2024

LESTER, CANTRELL & KRAUS, LLP

16
17 By: Matt Kraus

MATTHEW J. KRAUS

Attorneys for Defendant

ORDER

The Court, having reviewed the Parties' stipulation and any and all supporting papers, hereby ORDERS that:

1. The action is hereby DISMISSED WITH PREJUDICE as to Keenan Patton's individual claims, and DISMISSED WITHOUT PREJUDICE as to claims under PAGA asserted on behalf of all allegedly aggrieved employees and as to the class action claims asserted on behalf of all similarly situated individuals; and

2. The Court shall retain jurisdiction pursuant to Code of Civil Procedure Section 664.6 with respect to all matters related to the consummation of the settlement, including to enforce the Settlement.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of VENTURA, State of California. I am over the age of 18 and not a party to the within action; my business address is 4550 East Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

_____ (For messenger) my business address is:

On August 14, 2024, I served the foregoing document described as **STIPULATION AND [PROPOSED] ORDER DISMISSING CLASS AND REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT ACTION** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

**Matthew J. Kraus, Esq.
Nickolaus E. Buchholz, Esq.
LESTER, CANTRELL & KRAUS, LLP
1770 Iowa Avenue, Suite 110
Riverside, CA 92507
mkraus@lc-lawyers.com
nbuchholz@lc-lawyers.com
cc: jyates@lc-lawyers.com**

**Joseph Tojarieh, Esq.
STONEBROOK LAW
10250 Constellation Blvd., Suite 100
Los Angeles, CA 90067
jft@stonebrooklaw.com
Attorneys for Plaintiff Keenan Patton
(Served via email only)**

**Daniel F. Gaines, Esq.
GAINES & GAINES, APLC
4550 East Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362**

_____ (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 than one day after date of deposit for mailing in affidavit.

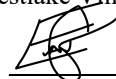
_____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

___X___ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission via email on the counsel of record listed above.

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 August 14, 2024, at Westlake Village, California.



EVAN S. GAINES, ESQ.