

1 DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
2 ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
3 EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
4 **GAINES & GAINES, APLC**
4550 East Thousand Oaks Boulevard, Suite 100
5 Westlake Village, CA 91362
Telephone: (818) 703-8985
6 Facsimile: (818) 703-8984

7 Attorneys for Plaintiff Brandunn Murillo, 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 IMPERIAL**

11 BRANDUNN MURILLO, on behalf of
12 himself and all “aggrieved employees”
13 pursuant to Labor Code § 2698 *et seq.*,

14 Plaintiffs,

15 v.

16 BUILDERS’ INSULATION OF
OREGON, LLC, an Oregon limited
17 liability company, and DOES 1 through 10,
inclusive,

18 Defendants.

Case No. ECU002002

Assigned to the Hon. L. Brooks Anderholt, Dept. 9

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

Complaint Filed: July 28, 2021

STIPULATION

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

1. On May 24, 2021, Plaintiff Brandunn Murillo (“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 BUILDERS’ INSULATION OF OREGON, LLC (“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 July 28, 2021 seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.7, 246(d), 512, and 1174 and penalties pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 226.3 and 558 (“the Action”). (Gaines Decl. at ¶ 7).

3. During the course of the litigation, the Parties engaged in informal discovery and shared the information necessary for all Parties to conduct a legitimate investigation into the allegations of the action and potential defenses thereto. The Parties have reached this settlement only after such discovery and investigation was performed. (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 directly negotiated the settlement without the assistance of a mediator in the interest of avoiding unnecessary costs that would have inevitably been borne from the Gross Settlement Amount and the Aggrieved Employees. (Gaines Decl. at ¶ 10).

6. Based on the information and documents obtained through informal discovery, Plaintiff assessed the value of the PAGA claims (without stacking) to be approximately \$200,900 (at the rate of a \$100 penalty for 2,009 pay periods at issue). (Gaines Decl. at ¶ 11).

7. The amount of the settlement is \$119,000, which represents a recovery of over 59% of the possible discretionary penalties and includes an apportionment of attorneys’ fees and costs and a modest general release payment to Plaintiff Murillo. (Gaines Decl. at ¶ 12).

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

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

6 10. The Parties request that the Court enter the accompanying order, approving their
7 settlement (attached to the Gaines Declaration as Exhibit "C"), as permitted by Labor Code §
8 2699(l), and dismiss this Action with prejudice. (Gaines Decl. at ¶ 14).

9 **IT IS SO STIPULATED.**

10 Dated: June 23, 2022

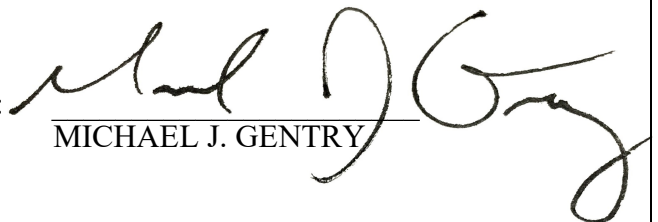
11 For Plaintiff:

For Defendant:

12
13 GAINES & GAINES, APLC

REINHART BOERNER VAN DEUREN S.C.
PRO HAC VIC

14
15 By: Daniel F. Gaines
16 DANIEL F. GAINES

By: 
MICHAEL J. GENTRY

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

IT IS SO ORDERED.

JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the
3 within action. My business address is 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On June 23, 2022, I served the foregoing document described as **(1) STIPULATION AND [PROPOSED]**
6 **ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS, AND**
7 **DISMISSING ACTION WITH PREJUDICE and (2) DECLARATION OF DANIEL GAINES IN SUPPORT OF**
8 **STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS**
9 **GENERAL ACT CLAIMS AND DISMISSING ACTION WITH PREJUDICE** on the interested parties in this
10 action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

William J. Brown, Jr. Matthew K. Wegner, Esq. Alexander Avery, Esq. BROWN WEGNER LLP 2010 Main Street, Suite 1260 Irvine, CA 92614	Robert S. Driscoll, Esq. Michael J. Gentry, Esq. REINHART BOERNER VAN DEUREN S.C 1000 North Water Street, Suite 1700 Milwaukee, WI 53202
---	---

11 On the above date:

12
13 X (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
14 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing
15 correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of
16 business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage
17 meter date is more that one day after date of deposit for mailing in affidavit.

18 _____ (BY FACSIMILE TRANSMISSION) On June 23, 2022, at _____ a.m./p.m., at Westlake Village, California,
19 I served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008
20 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the
21 telephone number(s) of the receiving facsimile machine was (____) ____-____. A transmission report was properly
22 issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of
23 the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

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

26 X (UPLOADED TO LWDA WEB PORTAL) I caused the above-described document to be delivered to the
27 Labor & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov) in
28 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 June 23, 2022, at Westlake Village, California.

Amelia Booth

AMELIA BOOTH