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Attorneys for Plaintiff Cristian Perez, 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 SAN DIEGO

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

Plaintiffs,

v.

J.F. HILLEBRAND USA, INC., a
Delaware corporation, AEROTEK, INC., a
Maryland corporation and DOES 1 through
10, inclusive,

Defendants.

CASE NO: 37-2021-00035449-CU-OE-CTL

Assigned to the Hon. Katherine A. Bacal, Dept. C-69

**STIPULATION AND [PROPOSED] ORDER
APPROVING SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS AND
ENTERING JUDGMENT THEREON**

Complaint Filed: August 18, 2021

STIPULATION

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

1. On June 2, 2021, Plaintiff Cristian Perez (“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 Defendants SATELLITE LOGISTICS GROUP, INC, (erroneously sued as J.F. HILLEBRAND USA, INC.) and AEROTEK, INC. (collectively, “Defendants”) (hereinafter Plaintiff and Defendants are collectively referred to as the “Parties”), setting forth the facts and theories of the violations alleged against Defendants. (Declaration of Daniel F. Gaines [“Gaines Decl.”] at ¶ 6; Exhibit “B” to Gaines Decl.).

2. Plaintiff filed his Representative Action Complaint on August 18, 2021 seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.7, and 512 and pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 226.3, 558, 1174, and 1174.5 (“the Action”). (Gaines Decl. at ¶ 7).

3. During the course of the litigation, the Parties engaged in formal and informal discovery and shared the information necessary for all sides 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 ¶¶ 8-10).

4. The Parties engaged in direct settlement discussions over the course of several months and reached a settlement of the Action which was memorialized in a Private Attorneys General Act Settlement Agreement and Release signed by all Parties. (Gaines Decl. at ¶ 11; Exhibit “C” thereto (the “Settlement Agreement”)). The Parties also reached a settlement of Plaintiff’s individual claims, which was memorialized in a Confidential Settlement Agreement and Release of Claims (“Confidential Settlement”). The Confidential Settlement provides that Plaintiff will be paid \$5,000 in consideration for his full general release of all claims against Defendants. This consideration is being paid from the Settlement Agreement’s Gross Settlement Amount. (*Id.* at ¶ 12).

5. Based on the information and documents obtained through informal discovery, Plaintiff assessed the maximum value of the PAGA claims (without stacking) to be approximately \$287,500 (at the rate of a \$100 penalty for approximately 2,875 total pay periods at issue for approximately 120 aggrieved employees during the applicable time frame). (Gaines Decl. at ¶¶ 10-15).

6. Defendants denied and continue to deny any liability to Plaintiff or any other allegedly aggrieved employee for any violations alleged in the Action. (Gaines Decl. at ¶ 13).

7. The amount of the Settlement is \$130,000 which represents over 45% of the maximum recoverable discretionary penalties and includes an apportionment of attorneys' fees and costs and a general release payment to Plaintiff, as memorialized in the Confidential Settlement. (Gaines Decl. at ¶ 16).

8. The Parties agree that the settlement amount represents a fair compromise of the claims, including the related costs of litigation and risk. (Gaines Decl. at ¶¶ 13-16).

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

10. The Parties respectfully request that the Court enter the accompanying Order, approving the Settlement (attached to the Gaines Decl. as Exhibit “C”), as permitted by Labor Code § 2699(l), and enter Judgment in accordance with the terms and conditions of the Settlement Agreement. (Gaines Decl. at ¶ 17).

11. The Parties further agree that, after entry of this Order and pursuant to California Code of Civil Procedure § 664.6, the Court shall retain exclusive and continuing jurisdiction of this Action to enforce the Settlement. (Gaines Decl. at ¶ 18).

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1 12. Plaintiff has submitted a copy of the Settlement Agreement, together with this
2 Stipulation and the Declaration of Daniel F. Gaines, to the LWDA as required by PAGA. (Gaines
3 Decl. at ¶ 19; Exhibit “D”).

4 **IT IS SO STIPULATED.**

5 Dated: September 24, 2024

Respectfully submitted,

6 GAINES & GAINES, APLC

7
8 By: 

Daniel F. Gaines, Esq.

Alex P. Katofsky, Esq.

9 Attorneys for Plaintiff

10
11 Dated: September 24, 2024

EPSTEIN BECKER & GREEN, P.C.

12
13 By: /s/ Kevin D. Sullivan (as authorized 9/24/24)

KEVIN D. SULLIVAN

14 Attorneys for Defendant AEROTEK, INC.

15
16 Dated: September 24, 2024

FISHER & PHILLIPS LLP

17
18 By: /s/ Boris Sorsher (as authorized 9/24/24)

CHRISTOPHER BOMAN

BORIS SORSHER

19 Attorneys for Defendant SATELLITE

20 LOGISTICS GROUP, INC.

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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.

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

5. Within 10 days of entry of this Order, counsel for Plaintiff Cristian Perez shall submit this Order to the Labor and Workforce Development Agency in accordance with Labor Code section 2699, subdivision (s)(3).

IT IS SO ORDERED AND ADJUDGED.

JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

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

4 _____ (For messenger) my business address is:

5 September 24, 2024, I served the foregoing documents described as **(1) STIPULATION AND [PROPOSED]**
6 **ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS AND**
7 **ENTERING JUDGMENT THEREON** and **(2) DECLARATION OF DANIEL F. GAINES IN SUPPORT OF**
8 **STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS**
9 **GENERAL ACT CLAIMS, AND ENTERING JUDGMENT THEREON** on the interested parties in this action as
10 follows:

11 **Christopher Boman, Esq.**
12 **cborman@fisherphillips.com**
13 **Boris Sorsher, Esq.**
14 **bsorsher@fisherphillips.com**
15 **FISHER & PHILLIPS LLP**
16 **2050 Main Street, Suite 1000**
17 **Irvine, CA 92614**

18 **Attorneys for Defendant SATELLITE LOGISTICS**
19 **GROUP, INC.**
20 **(erroneously sued as J.F. HILLEBRAND USA, INC.)**

21 **Kevin D. Sullivan, Esq.**
22 **ksullivan@ebglaw.com**
23 **EPSTEIN BECKER & GREEN, P.C.**
24 **1925 Century Park East, Suite 500**
25 **Los Angeles, CA 90067**

26 **Attorneys for Defendant AEROTEK, INC.**

27 _____ (BY ☐ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
28 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.

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

21 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce
22 Development Agency via online process at the PAGA Filing website in accordance with the procedure
23 imposed by the LWDA.

24 I declare under penalty of perjury that the foregoing is true and correct.

25 Executed on September 24, 2024, at Westlake Village, California.

26 Amelia Booth
27 AMELIA BOOTH
28