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Attorneys for Defendant
AMPAM PARKS MECHANICAL, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

KEVIN LOPEZ, on behalf of himself and
other aggrieved employees,

Plaintiff,

vs.

AMPAM PARKS MECHANICAL, INC.; and
DOES 1 to 100, inclusive,

Defendants.

Case No. 21STCV37552

PAGA ACTION

[Assigned For All Purposes to The Hon.
Randolph M. Hammock, Dept. 49]

**STIPULATION AND [PROPOSED]
ORDER FOR COURT APPROVAL OF
PLAINTIFF'S INDIVIDUAL PAGA
SETTLEMENT AND DISMISSAL OF THE
ACTION**

Action Filed: October 12, 2021

1 Plaintiff KEVIN LOPEZ (“Plaintiff”) and Defendant AMPAM PARKS MECHANICAL,
2 INC. (“Defendant”) (Plaintiff and Defendant collectively, the “Parties”), by and through their
3 respective counsel of record, hereby stipulate and agree as follows:

4 **WHEREAS**, on October 12, 2021, Plaintiff filed the original complaint in this action
5 pursuant to the California Private Attorneys General Act (“PAGA”) alleging that Defendant failed
6 to pay wages for all hours worked at the employees’ minimum wage rate; failed to pay overtime
7 wages for daily overtime hours worked at employees’ overtime rate of pay; failed to provide all
8 legally required and/or legally compliant meal periods and/or pay meal period premiums; failed to
9 provide all legally required and/or legally compliant rest periods and/or pay rest period premiums;
10 failed to indemnify employees for all necessary expenditures or losses incurred by employees in
11 direct consequence of discharging their duties; failed to timely pay earned wages during
12 employment; failed to provide complete and accurate wage statements; and failed to timely pay all
13 unpaid wages following separation of employment (the “Action”).

14 **WHEREAS**, Plaintiff is subject to a valid Arbitration Agreement, which requires Plaintiff’s
15 individual claims to be submitted to binding arbitration on an individual basis only.

16 **WHEREAS**, Defendant has denied, and continues to deny, all claims made by Plaintiff in
17 the Action, as well as any and all allegations of illegal or otherwise actionable conduct at all times.
18 Defendant maintains that it had, and continues to have, legally compliant employment policies and
19 practices throughout the statutory period in California. Defendant does not admit that it ever violated
20 any provision of the California Labor Code, including, but not limited to, those sections for which
21 Plaintiff seeks relief, or of any other law and the Parties agree that this Stipulation is not an
22 admission of liability.

23 **WHEREAS**, the Parties desire to fully and finally resolve any and all of Plaintiff’s
24 individual claims, including his individual PAGA claims, against Defendant, and Plaintiff no longer
25 wishes to proceed with his representative PAGA claims against Defendant.

26 **WHEREAS**, PAGA requires court approval of any settlement of a civil action filed pursuant
27 to PAGA (see Cal. Lab. Code § 2699(s)(2)).

28 **WHEREAS**, in consideration for Plaintiff’s agreement to settle and release his *individual*

1 PAGA claims, Defendant agrees to pay \$100.00, of which: (1) \$75.00 (representing 75% of said
2 \$100.00) will be paid to the Labor and Workforce Development Agency (“LWDA”); and (2) \$25.00
3 will be paid to Plaintiff (“Individual PAGA Settlement”). Defendant shall distribute said amounts
4 to the LWDA and to Plaintiff as set forth in the Settlement Agreement.

5 **WHEREAS**, the Parties additionally negotiated a settlement of Plaintiff’s non-PAGA
6 claims, including a general release of claims and a California Civil Code section 1542 waiver, for
7 which additional consideration is being provided and which is memorialized in the Settlement
8 Agreement.

9 **WHEREAS**, the Parties have agreed to cooperate in obtaining an Order from the Court
10 approving the Individual PAGA Settlement at the earliest possible date. It is the Parties’ intent that
11 this Stipulation and Proposed Order satisfy the requirements of California Labor Code section
12 2699(s)(2). However, the Parties agree to use their best efforts to expedite the preparation and
13 submission of whatever additional documents the Court may require, if any, in order to approve the
14 Individual PAGA Settlement.

15 **WHEREAS**, the Settlement and compliance with the Settlement Agreement shall not be
16 construed as an admission by Defendant of any liability whatsoever, or of any violation of law,
17 statute, or the rights of Plaintiff and the alleged aggrieved employees.

18 **WHEREAS**, neither the Settlement nor any of the Settlement Agreement’s terms shall be
19 offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any
20 other action or proceeding; provided, however, this shall not prevent the Settlement from being used,
21 offered, or received in evidence in any proceeding to enforce, construe, or finalize Plaintiff’s
22 Individual PAGA Settlement.

23 **WHEREAS**, the Parties believe that the Individual PAGA Settlement is fair and reasonable
24 given that (1) Plaintiff negotiated and accepted the settlement payment at arm’s length and
25 represented by counsel, and (2) the Individual PAGA Settlement will not affect and does not bar
26 any other future PAGA claims that may be brought against Defendant by any alleged aggrieved
27 employee other than Plaintiff.

28 ///

1 **THEREFORE, IT IS HEREBY STIPULATED** by the Parties, subject to the Court's
2 approval, that:

3 1. Good cause exists to approve the Individual PAGA Settlement pursuant to California
4 Labor Code section 2699(s)(2).

5 2. The Action is dismissed in its entirety, with prejudice as to Plaintiff and without
6 prejudice as to other alleged aggrieved employees.

7 2. Plaintiff shall submit a copy of the signed Order to the LWDA within 10 days of
8 receipt of the signed Order from the Court pursuant to California Labor Code section 2699(s)(3).

9 **IT IS SO STIPULATED.**

11 Dated: November 19, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

13 By: /s/ Jovahn Wiggins
14 Joseph Lavi, Esq.
15 Vincent C. Granberry, Esq.
16 Jovahn Wiggins, Esq.
Attorneys for Plaintiff KEVIN LOPEZ, on
behalf of himself and other aggrieved
employees

18 Dated: November 19, 2024

Respectfully submitted,
JACKSON LEWIS P.C.

20 By: /s/ Kishaniah Dhamodaran
21 Nicky Jatana, Esq.
22 Andrea F. Oxman, Esq.
23 Kishaniah Dhamodaran, Esq.
Attorneys for Defendant AMPAM PARKS
MECHANICAL, INC.

~~PROPOSED~~ ORDER

Based on the Stipulation of the Parties, and good causing appearing therefore, the Court hereby orders as follows:

1. The Parties' Stipulation for Approval of Plaintiff's Individual California Private Attorneys General Act ("PAGA") Settlement and Dismissal of the Action is **GRANTED**;

2. The Parties' Settlement of Plaintiff's individual PAGA claim is **APPROVED** in accordance with the terms of the Stipulation and Settlement Agreement;

3. In accordance with the Parties' Stipulation and Settlement Agreement, Plaintiff's individual PAGA claims are **DISMISSED WITH PREJUDICE**;

4. In accordance with the Parties' Stipulation and Settlement Agreement, Plaintiff's representative PAGA claims are **DISMISSED WITHOUT PREJUDICE**;

5. Plaintiff shall submit a copy of the signed Order to the LWDA within 10 days of receipt of the signed Order from the Court pursuant to California Labor Code section 2699(s)(3); and

6. Even though this entire action is hereby dismissed, the Court shall retain jurisdiction to enforce the Parties' Stipulation and Settlement Agreement pursuant to Code of Civil Procedure section 664.6.

IT IS SO ORDERED.

Dated: 11/20/2024



HONORABLE RANDOLPH M. HAMMOCK
JUDGE OF THE SUPERIOR COURT