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COMMERCIAL PLUMBING, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

JASON DAVID COLLINS, an individual, on
behalf of all others similarly situated,

Plaintiffs,

v.

PENNINE PLUMBING, INC., a California
corporation, ANDERSEN COMMERCIAL
PLUMBING, LLC, a Delaware limited
liability company and DOES 1 through 20
inclusive,

Defendants.

Case No.: 22STCV21939

Assigned to Hon. Maren Nelson Dept. 17

**JOINT STIPULATION FOR APPROVAL
OF PAGA REPRESENTATIVE ACTION
SETTLEMENT AND FOR ENTRY OF
JUDGMENT**

Complaint Filed: July 7, 2022

Trial Date: None set

1 Plaintiff JASON DAVID COLLINS (“Plaintiff”) and Defendants PENNINE PLUMBING,
2 INC. (“Pennine”) and ANDERSEN COMMERCIAL PLUMBING LLC. (“Andersen”) (collectively
3 “Defendants”) hereby stipulate as follows:

4 **RECITALS**

5 A. This is a putative wage and hour class action by a former hourly employee against two
6 commercial plumbing contractors. Plaintiff also alleges a claim for civil penalties pursuant to the
7 California Labor Code Private Attorney Generals Act, *Calif. Labor Code §§ 2698 et seq.* (“PAGA”).

8 B. Plaintiff was employed by Defendant Pennine as an hourly plumber in several stints
9 from 2018 until December 2021 when Defendant Andersen acquired certain assets of Pennine and
10 hired Plaintiff who was then employed by Andersen as an hourly plumber for approximately one
11 month ending January 2022. Pennine and Andersen are unrelated entities with no common ownership
12 or control, and Andersen’s acquisition of certain assets of Pennine was an arm’s length transaction.

13 C. In his Class Action Complaint filed July 7, 2022, Plaintiff asserted causes of action for
14 failure to pay minimum wages and overtime, provide meal and rest periods, reimburse business
15 expenses, provide compliant pay stubs, and pay wages timely during employment and upon
16 termination. Plaintiff sought to represent a class consisting of all hourly employees of Defendants in
17 California within the 4-year statute of limitations. In his 9th cause of action, Plaintiff sought civil
18 penalties under PAGA for these same violations for himself and as a representative for other hourly
19 aggrieved employees of Defendants in California during the 1-year statute of limitations.

20 D. In connection with his employment by Defendant Andersen, Plaintiff entered into a
21 written Arbitration Agreement that also bound Defendant Pennine, and which contained a waiver of
22 class action claims. On October 12, 2022, this Court issued an Order Granting Joint Stipulation to
23 Dismiss Action and to Submit to Binding Arbitration approving a written stipulation by all parties
24 which ordered as follows: (i) The class action claims against both Defendants are dismissed without
25 prejudice, (ii) Plaintiff’s individual class and PAGA claims are ordered into arbitration; and (iii) all
26 proceedings in this Court on the representative PAGA claims are stayed pending arbitration of
27 Plaintiff’s individual claims.

28 F. On February 13, 2023, Plaintiff filed a Demand for Arbitration with the Judicial

1 Arbitration and Mediation Service (“JAMS”), Reference No. 5220002487 (“the Arbitration”)
2 repeating the individual claims alleged in the Civil Action. The Arbitration is currently pending before
3 the Honorable Jackson Lucky (Ret.).

4 G. After months of negotiation among counsel for the parties, informal discovery into
5 Defendant’s personnel policies and practices, and the exchange of legal argument and authority, the
6 parties have agreed on terms for a global settlement of their entire dispute including all claims as to
7 all parties, subject to approval of this Court as to the terms for settlement of the PAGA claims. The
8 terms of the settlement are set forth in two separate written Settlement Agreements, one with each
9 Defendant, copies of which are attached to this Stipulation as Exhibits A and B and incorporated by
10 this reference (“the Settlement Agreements”). The essential terms of the two Settlement Agreements
11 are as follows:

12 (i) All class action claims against both parties will be dismissed by this Court with
13 prejudice;

14 (ii) Defendant Pennine will pay Plaintiff \$70,000 in consideration for the release of
15 all of his individual class action claims against Pennine, and Plaintiff’s individual and representative
16 PAGA claims against Defendant Pennine will be dismissed without prejudice; and

17 (iii) Defendant Andersen will pay Plaintiff \$27,500 in consideration for the release
18 of all of his individual class action claims, and will pay \$2,500 to the California Labor & Workforce
19 Development Agency (“LWDA”) in consideration for a judgment from this Court dismissing all of
20 his individual and representative PAGA claims against Defendant Andersen with prejudice so that
21 they are forever barred and cannot be reasserted by Plaintiff or any other current or former employee.

22 H. Plaintiff’s counsel provided the LWDA a file stamped copy of the Complaint within
23 ten (10) days of its filing and a copy of the proposed Settlement Agreements with each Defendant,
24 pursuant to Labor Code § 2699(l)(1) and (2).

25 I. Pursuant to Labor Code § 2699 (l)(2) the Parties are required to obtain this Court’s
26 approval of this settlement only with respect to the disposition of the PAGA claims in the settlement
27 with Andersen but not the other terms of the settlements with Pennine and Andersen. Under Arias v.
28 Superior Court (2009) 46 Cal. 4th 969, PAGA cases are not subject to standard class action procedural

1 rules and standards for approving class action settlements in PAGA, so approval is at the discretion of
2 this Court. Good cause exists for approval of this Stipulation as follows:

3 J. Counsel for all parties are experienced in class action and PAGA litigation. Based on
4 their own independent investigation and evaluation, counsel for each party believes that settlement for
5 the consideration and on the terms set forth above is fair, reasonable and adequate and is in the interests
6 of justice in light of all known facts and circumstances and the risks inherent in litigation, including
7 the potential appellate issues. The parties and their counsel agree that the issues presented in this
8 action are likely to be resolved only with extensive and costly discovery and motion practice, expert
9 analysis, and a lengthy trial proceedings, such that further litigation would cause inconvenience,
10 distraction, disruption, delay and expense disproportionate to the potential benefits of litigation.

11 K. Counsel for Plaintiff believes this settlement is fair and reasonable for the following
12 reasons: Plaintiff's counsel determined that the vast majority of Plaintiff's damages stem from the
13 overtime he worked when he was employed by Defendant Pennine. During the several years that he
14 was employed by Defendant Pennine, Plaintiff was on-call for 24 hours a day per week—every four
15 weeks—and Plaintiff was not paid overtime for being on-call during these time periods. Plaintiff
16 produced scores of text messages showing the numerous requests for services he was sent during these
17 on-call weeks throughout all hours of the day from the period he was employed by Defendant Pennine.
18 Plaintiff also identified 44 witnesses, at least half of which consisted of apartment managers who sent
19 in the requests for service while Plaintiff was on call during his employment with Defendant Pennine.
20 But as to Defendant Andersen, Plaintiff was employed by Andersen for only one month, and
21 Defendant Andersen is an entirely separate company with its own personnel policies and practices, so
22 his claims against Defendant Andersen are much weaker. For that reason, Plaintiff has agreed to accept
23 \$30,000 to settle all of his claims against Defendant Andersen including dismissal with prejudice of
24 his individual and representative PAGA claims, with \$2,500 going to the LWDA.

25 L. Counsel for Defendant Pennine believes the terms of the settlement concerning the
26 PAGA claims is fair and reasonable for the following reasons: Plaintiff was employed by Pennine in
27 multiple short periods, and was not reliable. Twice, Plaintiff abandoned his job. Our research and due
28 diligence has shown that he will not be a favorable Plaintiff, and disregarded demands by Pennine, as

1 well as his co-workers. Multiple witnesses stated that wage and hour laws were followed while
2 employed by Pennine and that they were fairly and appropriately compensated. Witnesses also stated
3 that they had the ability to take breaks at their leisure and were never dissuaded by Pennine to do so.
4 Moreover, Pennine is no longer operating in the plumbing industry and has not employed any of the
5 potential “aggrieved employees” since December 2021. Pennine is confident that in the arbitration,
6 Plaintiff will not be able to prove that he experienced any wage and hour violations while employed
7 by Pennine, which means he is not an “aggrieved employee” with any standing to bring a PAGA
8 action.

9 M. Counsel for Defendant Andersen believes the terms of the settlement concerning the
10 PAGA claims is fair and reasonable for the following reasons: (i) Plaintiff was employed by Defendant
11 Andersen for less than one month, and the wage and hour violations alleged in his complaint occurred
12 while he was employed by Defendant Pennine; (ii) Pennine and Andersen are unrelated entities with
13 no common ownership or control, and Andersen has its own personnel policies and practices; (iii)
14 Defendant Andersen is confident that in the Arbitration, Plaintiff will not be able to prove that he
15 experienced any wage and hour violation at Andersen, which means he is not an “aggrieved employee”
16 with standing to pursue any PAGA claim against Defendant Andersen, and under the recent ruling in
17 Adolph v. Uber Technologies, Inc., Cal.4th ____ (July 17, 2023), this would result in dismissal of
18 the PAGA claims against Defendant Andersen; and (iv) even if Plaintiff were an aggrieved employee,
19 the PAGA claims against Defendant Andersen are not manageable because they would require an
20 individualized inquiry into every alleged violation.

21 **THEREFORE, THE PARTIES HEREBY STIPULATE AS FOLLOWS:**

22 1. The Parties request that the Court approve the terms of the Settlement Agreements
23 insofar as they relate to PAGA claims only, specifically:

24 (i) All class action claims against both parties will be dismissed by this Court with
25 prejudice;

26 (ii) Defendant Pennine will pay Plaintiff \$70,000 in consideration for the release of
27 all of his individual class action claims against Pennine, and Plaintiff’s individual and representative
28 PAGA claims against Defendant Pennine will be dismissed without prejudice; and

1 (iii) Defendant Andersen will pay Plaintiff \$27,500 in consideration for the release
2 of all of his individual class action claims, and will pay \$2,500 to the California Labor & Workforce
3 Development Agency ("LWDA") in consideration for a judgment from this Court dismissing all of
4 his individual and representative PAGA claims against Defendant Andersen with prejudice so that
5 they are forever barred and cannot be reasserted by Plaintiff or any other current or former employee.

6 **APPROVED AS TO FORM AND CONTENT:**

7 Dated: September 18, 2023

PIMENTEL LAW, P.C.

9 By: 

GABRIEL J. PIMENTEL
Attorneys for Plaintiff
JASON DAVID COLLINS

12 Dated: September 18, 2023

DORSEY & WHITNEY LLP

15 By: 

HEATHER B. DILLION
Attorneys for Defendant
PENNINE PLUMBING, INC.

18 Dated: September 18, 2023

STUART KANE LLP

20 By: 

BRUCE D. MAY
EDWARD J. FARRELL
Attorneys for Defendant
ANDERSEN COMMERCIAL PLUMBING, LLC

[PROPOSED] ORDER

The Court having reviewed the Joint Stipulation for Approval of PAGA Representative Action and for Entry of Judgment (“the Stipulation”) and the Settlement Agreements attached as Exhibits A and B, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

A. The Stipulation is approved;

B. The Settlement Agreements are approved with respect to the disposition of the PAGA Claims;

C. Upon written notice from counsel for Plaintiff that Defendants have performed their obligations under the Settlement Agreements, judgment shall be entered in this action as follows:

(i) All class action claims against both Defendants are dismissed with prejudice;

(ii) Plaintiff’s individual and representative PAGA claims against Defendant Pennine are dismissed without prejudice; and

(iii) Plaintiff’s individual and representative PAGA claims against Defendant Andersen are dismissed with prejudice so that they are forever barred and cannot be reasserted by Plaintiff or any other current or former employee.

DATED: _____

By: _____

Hon. Maren Nelson
Judge of the Superior Court

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by **JASON COLLINS** ("Collins") and **ANDERSEN COMMERCIAL PLUMBING, LLC** ("Andersen"), a Delaware limited liability company ("Andersen"). Collins and Andersen are also referred to in this Agreement as the "Parties" or a "Party."

RECITALS

A. Collins was previously employed by Pennine Plumbing Inc. ("Pennine") as an hourly employee from 2018 until December 2021.

B. In December 2021, Pennine sold substantially all of its assets to Andersen, ceased operations, and terminated Collins' employment.

C. Collins was then hired by Andersen and employed as an hourly employee from December 9, 2021 to January 12, 2022;

D. On July 7, 2022, Collins filed a Class Action Complaint in Los Angeles County Superior Court, Case No. 22STCV21939 ("the Civil Action") against Pennine and Andersen ("Defendants") alleging wage and hour claims for himself and on behalf of a putative class of current and former employees of Pennine and Andersen in California. Collins also alleged a claim for civil penalties on behalf of himself and other aggrieved employees pursuant to the California Labor Code Private Attorney Generals Act, *Calif. Labor Code §§ 2698 et seq* ("PAGA")

E. On October 12, 2022, the Superior Court in the Civil Action issued an Order Granting Joint Stipulation to Dismiss Action and to Submit to Binding Arbitration approving a written stipulation by all parties which ordered as follows: (i) The class action claims against both Defendants are dismissed without prejudice, (ii) Plaintiff's individual class and PAGA claims against both Defendants are ordered into arbitration; and (iii) all proceedings in the Superior Court on the representative PAGA claims are stayed pending arbitration of Plaintiff's individual claims.

F. On or about February 13, 2023, Collins filed a Demand for Arbitration before the Judicial Arbitration and Mediation Service (JAMS), Case No. 5220002487 ("the Arbitration"), alleging Collins' individual claims against both Defendants ;

G. The Parties vigorously dispute each other's claims and defenses in the Civil Action and the Arbitration; and

H. Following arm's length negotiations between their counsel, informal discovery, and the exchange of legal authority, Collins and Andersen have agreed to a global settlement of their entire dispute including but not limited to entry of a judgment in the Civil Action dismissing with prejudice all claims against Andersen for civil penalties

under PAGA by Collins or any other current or former aggrieved employees of Andersen.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Superior Court Approval:** This Agreement shall not take effect unless and until it has been approved by the Superior Court in the Civil Action in its current form or as modified by the Court or by mutual agreement of the Parties, and the Superior Court has entered judgment in the Civil Action dismissing with prejudice of all individual and representative PAGA claims against Andersen by Collins or any current or former aggrieved employees of Andersen. The Parties and their counsel shall cooperate in securing such approval of the Superior Court including filing such documents and taking such steps as are necessary and appropriate. If this Agreement is not approved by the Superior Court for any reason, or if the Superior Court declines for any reason to enter judgment in the Civil Action dismissing the individual and representative PAGA claims with prejudice, this Agreement shall have no force or effect.

2. **Settlement Payment:** In consideration for Collins entering into and fulfilling his obligations under this Agreement, Andersen shall pay the total sum of Thirty Thousand Dollars (\$30,000), allocated and payable within thirty (30) business days after the Superior Court enters judgment as provided in this Agreement follows:

A. Fourteen Thousand Dollars (\$14,000) payable to Collins in compromise of his claims for penalties (including but not limited to civil penalties under PAGA) which will be reported on Form 1099.

B. Thirteen Thousand Five Hundred Dollars (\$13,500) payable to Pimentel Law, P.C. (TIN 81-4706845) in compromise of Collins' claims for attorneys' fees which will be reported on Form 1099.

C. Two Thousand Five Hundred Dollars (\$2,500) to the California Labor & Workforce Development Agency ("LWDA") in consideration for entry of judgment dismissing with prejudice all individual and representative PAGA claims against Andersen.

3. **General Release By Collins:** In consideration for this Agreement, Collins hereby fully and forever releases, discharges, and covenants not to sue Andersen, or its parent, subsidiary, predecessor, successor, and related entities and each of their respective past, present, and future officers, directors, shareholders, members, partners, employees, attorneys, accountants, insurers, consultants, administrators, agents, representatives, successors, and assigns ("Released Parties") from any and all claims, demands, complaints, charges, causes of action, suits, contracts, promises, rights, or liabilities that Collins or his spouse, dependents, or heirs now hold, or have held, or may hereafter hold, whether known or unknown or based on contract, tort, statute, common law, or equity, arising from any act or omission on or before the effective date of this Agreement, including but not limited to claims arising from or relating to (A) the allegations in the Civil Action or Arbitration, (B) Collins' hiring, employment, compensation,

benefits, or termination by Andersen, or (C) arising under any federal, State, or local equal employment, civil rights, of wage and hour laws such as Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the California Fair Employment and Housing Act, the California Labor Code (including but not limited to PAGA), the Civil Code, and California Business and Professions Act ("Released Claims.")

4. ***Class Action and Representative Claims:*** Without limiting the scope of Section 3, Collins specifically releases any right to seek or recover any monetary or injunctive relief for himself or another current or former employees of Andersen against any of the Released Parties based on any of the Released Claims in any class action or collective action, or as the representative of other aggrieved employees. Collins acknowledges that once this Agreement is performed, he is no longer an aggrieved party for purposes of PAGA.

5. ***Unknown Claims:*** The Parties specifically intend that the release contained in this Agreement shall bar all Released Claims, including those which are currently unknown to Collins. Collins understands and assumes the risk of later discovering a claim encompassed by the Release in this Agreement which he did not know or suspect to exist, or which he could not have known or suspected to exist. Collins hereby waives the protection of California Civil Code § 1542 which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

6. ***Dismissal of all Claims With Prejudice:*** The Parties agrees that upon approval of this Agreement by the Superior Court, the judgment to be entered by the Superior Court shall also provide for the dismissal with prejudice of all of Collins' non-PAGA claims for himself and all other current and former employees of Andersen. The Parties agree that the judgment to be entered pursuant to this Agreement shall have preclusive effect and bar all PAGA claims by any other aggrieved employee of Andersen for the period encompassed by the judgment.

7. ***No Claims Filed:*** Collins represents that he has not filed any lawsuit, arbitration, or other claim or demand based on any of the Released Claims against any of the Released Parties with any court of law, government agency, or arbitration service other than the Civil Action and Arbitration. If any such claim is asserted contrary to this provision, Collins shall immediately dismiss the claim with prejudice and indemnify Andersen for all attorneys' fees and other costs incurred in defending such claim.

8. ***Mutual Non-Disparagement:*** Collins shall refrain from making any false or disparaging remarks about Andersen or its personnel, products, and services in any manner including but not limited in postings on any social media, blog, or website. The management of Andersen shall likewise refrain from making any false or disparaging remarks about Collins or his work history, capabilities, or character in any manner including but not limited in postings on any social media, blog, or website. Nothing in this Agreement shall prevent either Party from

disclosing or discussing conduct in the workplace that the Party has reason to believe was unlawful.

9. **Reference Checks:** In responding to inquiries about Collins' employment from third parties, Andersen shall confirm only his dates of employment and title, provided Collins refers all such inquiries to the attention of Human Resources.

10. **Return of Property:** Collins certifies that (A) he has returned all property of Andersen in his possession, custody, or control including but not limited to all keys, cards, and badges; all computer, telephone, and other equipment; and the originals and all copies of all paper or electronic files, and (B) he has retrieved all property of his in Andersen's possession, custody, or control.

11. **No Further Compensation or Benefits:** Collins agrees that on or before is employment with Andersen terminated, he was timely paid all other compensation and benefits due from his employment.

12. **Proprietary Information:** Collins acknowledges that during his employment, he was entrusted with access to confidential information of Andersen concerning its customers, products and services, finances, business plans and strategies, and personnel (collectively, "Confidential Information"). Collins shall not use or disclose any of the Confidential Information for any purposes to any person or entity. Any existing agreements between Collins and Andersen concerning protection of trade secrets, ownership of patents and inventions, and other intellectual property rights shall remain in effect by their terms.

13. **Attorneys' Fees:** Each Party shall bear their own costs and attorneys' fees, but if any legal action is necessary to enforce or interpret this Agreement, the prevailing party in such legal action shall recover reasonable attorneys' fees and costs incurred in taking such action.

14. **Taxes:** Collins shall be solely responsible for all Plaintiff-related taxes, penalties, and interest imposed on the payments described in Section 2(a) and (b) of this Agreement, and shall defend, indemnify, and hold Andersen and its officers, employees, and agents harmless for any such liability. Collins and his counsel affirm that in entering into this Agreement, they have not relied on any advice or representation by Andersen or its counsel as to the tax treatment of this Agreement.

15. **No Assignment:** Collins represents that he has not transferred or assigned, or purported to transfer or assign, any Released Claim encompassed by this Agreement to any third party. In the event any third party asserts such a Released Claim against any Party contrary to this Agreement based on a purported assignment, Collins shall defend, indemnify, and hold Andersen harmless from all attorneys' fees, costs, or other expenses incurred as a result of such assignment or transfer.

16. **No Admission:** This Agreement embodies a mutual compromise that the Parties have entered into for the purpose of achieving peace and avoiding the risk and further

expense of litigation. Nothing in this Agreement shall be construed or offered as evidence of liability or wrongdoing by any party and all Parties hereby deny having engaged in any wrongdoing or incurred any liability to the other party.

17. **Sound Mind:** Collins represents that he is of sound mind and not acting under duress or undue influence, and that he has read and understood every word of this Agreement. Collins further represents that he has entered into this Agreement freely and voluntarily, with a full understanding of its force and effect including the general release of claims in this Agreement.

18. **Severability:** The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

19. **Successors:** The terms of this Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns.

20. **Execution:** This Agreement and any amendment or supplement hereto may be executed in counterparts, and the signature pages may be transmitted separately by fax, pdf, or other electronic means, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. **Amendments:** This Agreement can be modified or amended only in a written document signed by the Parties.

22. **Choice of Law and Venue:** This Agreement shall be interpreted under the laws of the State of California. Any action to enforce any provision of this Agreement shall be filed exclusively in the Superior Court of California for the County of Los Angeles.

23. **Complete Agreement:** This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any prior agreement, negotiations and other dealings between the Parties. The Parties represent that in entering into this Agreement, they have not relied on any promise or representation by the other party except for those specifically set forth in this Agreement.

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24. **Enforcement.** This Agreement shall be fully enforceable by the Superior Court in the Civil Action pursuant to California Code of Civil Procedure §664.6.

JASON COLLINS


Jason Collins (Sep 15, 2023 08:07 PDT) Dated: Sep 15, 2023, 2023

ANDERSEN COMMERCIAL PLUMBING, LLC


Dated: 9/12, 2023
By: CHRISTIAN HANSEN

Settlement Agreement and Release - Andersen (signed by Def)

Final Audit Report

2023-09-15

Created:	2023-09-13
By:	Kelly Hatfield (kmh@pimentellaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAacsVVM DIR4J5dNyu39dhM76J7FC36vCI

"Settlement Agreement and Release - Andersen (signed by Def) " History

-  Document created by Kelly Hatfield (kmh@pimentellaw.com)
2023-09-13 - 0:10:55 AM GMT
-  Document emailed to cthulhu4200@gmail.com for signature
2023-09-13 - 0:11:57 AM GMT
-  Email viewed by cthulhu4200@gmail.com
2023-09-13 - 3:55:09 PM GMT
-  Signer cthulhu4200@gmail.com entered name at signing as Jason collins
2023-09-15 - 3:07:23 PM GMT
-  Document e-signed by Jason collins (cthulhu4200@gmail.com)
Signature Date: 2023-09-15 - 3:07:25 PM GMT - Time Source: server
-  Agreement completed.
2023-09-15 - 3:07:25 PM GMT

EXHIBIT 2

CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

This Confidential Settlement and Release Agreement (“Agreement”) is entered into by and between Jason Collins (“Plaintiff”) and Pennine Plumbing, Inc. (“Defendant”) (Plaintiff and Defendant are referred to as the “Parties”).

RECITALS

WHEREAS, on July 7, 2022, Plaintiff filed a Complaint in the Los Angeles Superior Court of California, Case No. 22STCV21939, on behalf of himself and other similarly situated alleging claims for (1) Failure to Pay Minimum Wage in Violation of §§ 1182.12, 1194, 1197, 1197.1, and 1198; (2) Failure to Pay Overtime in Violation of Labor Code §§ 510 and 1198; (3) Failure to Provide Meal Periods in Violation of §§ 226.7 and 1198; (4) Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and 1198; (5) Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802; (6) Failure to Furnish Compliant Wage Statements and Maintain Accurate Pay Records in Violation of §§ 226, 1174(d), and 1198; (7) Failure to Timely Pay Wages in Violation of Labor Code § 204; (8) Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203; (9) Civil Penalties in Violation of Labor Code §§ 2698, et seq.; (10) Unfair Competition in Violation of Labor Code §§ 17200, et seq. (the “Demand”).

WHEREAS on or about October 4, 2022, upon presenting Plaintiff with a copy of the arbitration agreement signed by Plaintiff, the Parties filed a joint stipulation to dismiss the class claims, stay the representative PAGA claim, and to submit Plaintiff’s individual wage and hour claims and the individual PAGA claim to binding arbitration. The Court signed the order on October 12, 2022.

WHEREAS, Defendant denies and disputes the claims contained in the Demand; and

WHEREAS, the Parties have now fully and finally settled all issues, differences, and claims, whether potential or actual, between them, including, but not limited to, any claims that might arise out of Plaintiff’s hiring, employment, or separation with Defendant, and Plaintiff agreed to dismiss his PAGA claim against Defendant with prejudice.

AGREEMENT

THEREFORE, in consideration of the mutual releases and covenants in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

1. Effective Date. The “Effective Date” of this Agreement shall be the date that this Agreement is fully executed by Plaintiff.

2. Consideration. Defendant agrees to pay the gross amount of SEVENTY THOUSAND DOLLARS AND ZERO CENTS (**\$70,000.00**) to settle this matter (“the Settlement Amount”) as follows:

2.1 A check in the gross amount of \$34,764.81, less normal payroll withholdings, made payable to “Jason Collins”. This payment, while it is consideration for the

release of all of Plaintiff's claims, is based on his claim for lost wages. The Company will issue a Form W-2 to Plaintiff for this payment;

2.2 A check in the gross amount \$35,235.19 made payable to "Pimentel Law, P.C.'s Client Trust Account," for all alleged incurred attorneys' fees and costs, as well as any additionally alleged damages by Plaintiff. This check will be reported on IRS Forms 1099 to both Plaintiff and Pimentel Law, P.C.;

2.3 The checks setting forth the Settlement Amount shall be sent by overnight delivery to counsel for Plaintiff, within thirty (30) business days after the date that Defendant receives this Agreement executed by Plaintiff, the completed IRS Forms W-9 from both Plaintiff and her attorneys, and a completed IRS Form W-4 from Plaintiff.

3. Taxes. Plaintiff shall pay in full and be solely responsible for all Plaintiff-related taxes, interest or penalties relating to the Settlement Amount. Plaintiff is not relying on any representations of Defendant or its attorneys with respect to tax consequences of the Settlement Amount and further agrees to indemnify and hold harmless Defendant and the Released Parties (defined below) from any claims related to or arising from his failure to pay Plaintiff-related taxes or the withholding on, designation and apportionment of the Settlement Amount.

4. Payment of Wages. Plaintiff acknowledges and represents that Defendant has separately and previously paid all salary, wages, penalties, bonuses, accrued vacation/paid time off, costs/expenses, interest, severance, fees, commissions and any and all other benefits and compensation due to Plaintiff, except as alleged in the Action, and now released.

5. Release by Plaintiff. Plaintiff intends to settle any and all claims that she has or may have against Defendant and its affiliated companies. Therefore, Plaintiff, on behalf of himself, his spouse, partner, successors, heirs, and assigns, hereby forever relieves, releases, and discharges Defendant, and its past or present parent, subsidiary and related companies, their past, present and future officers, directors, insurers, administrators, shareholders, and employees, and any entity owned by or affiliated with any of the above (collectively, the "Released Parties"), from, and covenants not to sue any of the Released Parties for, any and all claims, damages, actions, and causes of action, of whatever kind or nature, including but not limited to any statutory, civil, administrative, or common law claims, whether known or unknown, suspected or unsuspected, fixed or contingent, apparent or concealed, arising out of any act or omission occurring before the Effective Date, including but not limited to any claims which were or could have been alleged as set forth in the Demand; any claims based on, arising out of, or related to Plaintiff's employment or other relationship with any Released Party; any claims arising under the California Private Attorney Generals Act; any claims for physical or emotional injuries; claims for violation of federal, state or local laws that prohibit harassment, discrimination, or retaliation on the basis of race, national origin, religion, gender, age, marital status, bankruptcy status, disability, perceived disability, ancestry, sexual orientation, family and medical leave, or any other form of harassment, discrimination, or retaliation or related causes of action; statutory or common law claims of any kind, including but not limited to those arising under:

5.1. Title VII of the Civil Rights Act of 1964, the Americans with Disability Act of 1990, as amended, the Family and Medical Leave Act (29 U.S.C. § 2601 *et. seq.*), the California

Family Rights Act (Cal. Govt. Code § 12945.2 *et. seq.*), the California Fair Employment and Housing Act (Cal. Govt. Code § 12900 *et. seq.*), the California Healthy Workplaces, Healthy Families Act (Cal. Labor Code § 245 *et. seq.*), and the California Kin Care Law (Cal. Labor Code § 233 *et. seq.*);

5.2. Any statutory provision regarding harassment/retaliation/discrimination including retaliation prohibited by Labor Code §§ 1102.5, 232.5, and 132(a), the Occupational Safety and Health Act, as amended, the Sarbanes-Oxley Act of 2002 and all claims under the California Government Code;

5.3. Contract, tort, and property rights, breach of contract, breach of implied-in-fact contract, breach of the implied covenant of good faith and fair dealing, tortious interference with contract or current or prospective economic advantage, fraud, deceit, invasion of privacy, unfair competition, misrepresentation, defamation, wrongful termination, tortious infliction of emotional distress (whether intentional or negligent), breach of fiduciary duty, violation of public policy, or any other common law claim of any kind whatsoever;

5.4. Any claim for damages or declaratory or injunctive relief of any kind;

5.5. Any common law claims whatsoever, claims for equity, stock options or any other benefits; and

5.6. Any amounts allegedly due as wages, benefits, sick or COVID pay, penalties, interest or damages and all claims under the California Labor Code and Wage Order as a result of an employment relationship with any of the Released Parties.

5.7. Nothing in this Agreement is intended to waive claims for: (i) workers' compensation, (ii) unemployment insurance benefits, (iii) Consolidated Omnibus Budget Reconciliation Act ("COBRA") benefits, (iv) vested rights under ERISA-covered employee benefit plans as applicable on the date Plaintiff signs this Agreement, or (v) those matters which cannot be released by private agreement.

5.8. Plaintiff understands that nothing contained in this Agreement, including but not limited to this Section 5, will be interpreted to prevent Plaintiff from filing a charge with the Equal Employment Opportunity Commission ("EEOC") or any other governmental agency, or from participating in or cooperating with an EEOC or other governmental agency investigation or proceeding. However, Plaintiff agrees she is waiving the right to monetary damages or other individual legal or equitable relief awarded as a result of any such filing.

5.9. Plaintiff further acknowledges and agrees that he does not have any workplace injuries for which he intends to file a workers' compensation claim against Defendant or any Released Party.

6. Waiver of Section 1542 of the California Civil Code. Plaintiff expressly waives any and all rights and benefits conferred upon him by Section 1542 of the California Civil Code, which states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Accordingly, Plaintiff knowingly, voluntarily and expressly waives any rights and benefits arising under Section 1542 of the California Civil Code and any other statute or principle of similar effect.

7. Notice. Written notices pursuant to this Agreement shall be directed, via overnight mail or personal delivery, as follows:

If to Defendant:

Diane McGrail
Pennine Plumbing, Inc.
c/o DORSEY & WHITNEY, LLP
Attn: Heather B. Dillion
600 Anton Blvd., Suite 2000
Costa Mesa, CA 92626

With a copy to:

Kelly M. Hatfield
Pimentel Law, P.C.
30 N. Raymond Ave., Ste. 210
Pasadena, CA 91103

If to Plaintiff:

Jason David Collins
27265 Darlene Dr.,
Moreno Valley, CA 92555

8. Return of Property. Plaintiff represents that he has returned, and has not retained in any form or format, all of the Defendant's documents, data, and other property in Plaintiff's possession or control. The Company's "documents, data, and other property" includes, without limitation, any computers, cell phones, access cards, keys, reports, manuals, records, product samples, inventory, correspondence and/or other documents or materials related to Defendant's business that Plaintiff has compiled, generated or received while working for Defendant, including all copies, computer data, or records of such material.

9. No Allegations of Sexual Harassment or Abuse. By signing this Agreement, Plaintiff expressly acknowledges and agrees that he has not reported or otherwise notified Defendant of any allegations or claims of sexual harassment or abuse by any employee of Defendant or by any third party against Plaintiff or other employee of Defendant.

10. Medicare. Plaintiff was not nor has he ever been a Medicare beneficiary. Plaintiff is not currently receiving Social Security Disability benefits. Plaintiff has not applied for Social Security Disability Benefits. Plaintiff understands that the Medicare Secondary Payer Act (42 U.S.C. § 1395y(b)) (the "Act") applies to any personal injury settlement involving a Medicare beneficiary. As part of the Act, Plaintiff has an obligation to verify entitlement and resolve conditional payment, and the Company has an obligation to report. Medicare has made no

conditional payments for any medical expense or prescription expense related to her potential claims. As part of this settlement, Plaintiff agrees to indemnify, defend, and hold the Released Parties harmless against and from any such Medicare reimbursement claims.

11. Medicaid. Plaintiff represents that he is not, nor has she ever been, a Medicaid recipient. Medicaid has not made any payment for any medical expense or prescription expense related to her potential claims. As part of this settlement, Plaintiff agrees to indemnify, defend, and hold the Released Parties harmless against and from any such Medicaid reimbursement claims.

12. Costs and Fees. Each party shall bear its own respective costs and fees, including attorneys' fees.

13. Choice of Law. The Parties agree that this Agreement will be governed by the laws of the State of California without regard to conflicts of law principles.

14. Mistakes in Fact; Voluntary Consent. Plaintiff expressly and knowingly acknowledges that, after the execution of this Agreement, he may discover facts different from or in addition to those that he now knows or believes to be true with respect to the claims released in this Agreement. Nonetheless, this Agreement shall be and remain in full force and effect in all respects. Similarly, in entering into this Agreement, Plaintiff assumes the risk of misrepresentations, concealments, or mistakes, and if he should subsequently discover that any fact relied upon in entering into this Agreement was untrue, that any fact was concealed, or that his understanding of the facts or law was incorrect, he shall not be entitled to set aside this Agreement or the settlement reflected in this Agreement or be entitled to recover any damages on that account. This Agreement is intended, pursuant to the advice of the Parties' independently selected legal counsel, to be final and binding.

15. Negotiated Agreement/Severability. The terms of this Agreement are contractual, not a mere recital, and are the result of negotiations between the Parties. Accordingly, no party shall be deemed the drafter of this Agreement. If any clause or portion of a clause of this Agreement shall be found by a court of competent jurisdiction to be unenforceable, only that portion will be deemed stricken and the remainder of this Agreement shall continue to be in full effect.

16. Modifications. No modification, amendment, or waiver of any of the provisions contained in this Agreement, or any future representation, promise, or condition in connection with the subject matter of this Agreement, shall be binding upon any party to this Agreement unless made in writing and signed by both Parties or by a duly authorized officer or agent of each Party.

17. Accord and Satisfaction. In entering into this Agreement and the settlement provided for in this Agreement, the Parties recognize that no facts or representations are ever absolutely certain. This Agreement is intended to be final and binding between the Parties hereto, and is further intended to be effective as a full and final accord and satisfaction between them. Each party relies on the finality of this Agreement as a material factor inducing that Party's execution of this Agreement.

18. Headings. The descriptive headings and sub-headings of the several articles and paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

19. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the Parties hereto and each of them. In the case of Defendant, this Agreement is intended to release and inure to the benefit of any past, present and future affiliated parent or subsidiary corporations (whether or not wholly owned), and all divisions, stockholders, officers, directors, agents, representatives, principals, employees, and any and all other related individuals and entities thereof.

20. Integration. This Agreement constitutes a single, integrated written contract expressing the entire Agreement of the Parties concerning the subject matter referred to in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever, whether express or implied in law or fact, have been made by any party to this Agreement, except as specifically set forth in this Agreement. All prior and contemporaneous discussions negotiations, and agreements have been and are merged and integrated into, and are superseded by, this Agreement.

21. No Transfer/Assignment of Claims. Plaintiff warrants and represents that she has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Agreement. Plaintiff agrees that she is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold Defendant harmless against any liens, claims, damages, penalties, fines, fees, assessments, subrogated interests, taxes or attorneys' fees that may be imposed against or incurred by Defendant as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Agreement or any interest in any of the proceeds paid to Plaintiff under this Agreement.

PLAINTIFF ACKNOWLEDGES AND AGREES THAT HE (1) UNDERSTANDS THIS AGREEMENT, (2) HAD AN OPPORTUNITY TO CONSIDER AND REVIEW THE AGREEMENT, (3) HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF HER CHOICE, AND (4) SIGNS THIS AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Agreement on the dates specified below.

Date

September 18, 2023

Date

JASON COLLINS

DocuSigned by:

Diane McGrail

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PENNINE PLUMBING, INC

Diane McGrail

By: _____

Diane McGrail

Its: Chief Financial Officer

As to Form:

PIMENTEL LAW, P.C.

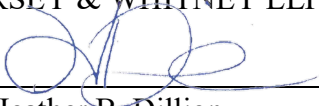
By: _____

Kelly M. Hatfield, Esq.

ATTORNEYS FOR JASON COLLINS

As to Form:

DORSEY & WHITNEY LLP

By:  _____

Heather B. Dillion

ATTORNEYS FOR

PENNINE PLUMBING, INC.

19. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the Parties hereto and each of them. In the case of Defendant, this Agreement is intended to release and inure to the benefit of any past, present and future affiliated parent or subsidiary corporations (whether or not wholly owned), and all divisions, stockholders, officers, directors, agents, representatives, principals, employees, and any and all other related individuals and entities thereof.

20. Integration. This Agreement constitutes a single, integrated written contract expressing the entire Agreement of the Parties concerning the subject matter referred to in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever, whether express or implied in law or fact, have been made by any party to this Agreement, except as specifically set forth in this Agreement. All prior and contemporaneous discussions negotiations, and agreements have been and are merged and integrated into, and are superseded by, this Agreement.

21. No Transfer/Assignment of Claims. Plaintiff warrants and represents that she has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Agreement. Plaintiff agrees that she is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold Defendant harmless against any liens, claims, damages, penalties, fines, fees, assessments, subrogated interests, taxes or attorneys' fees that may be imposed against or incurred by Defendant as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Agreement or any interest in any of the proceeds paid to Plaintiff under this Agreement.

PLAINTIFF ACKNOWLEDGES AND AGREES THAT HE (1) UNDERSTANDS THIS AGREEMENT, (2) HAD AN OPPORTUNITY TO CONSIDER AND REVIEW THE AGREEMENT, (3) HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF HER CHOICE, AND (4) SIGNS THIS AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Agreement on the dates specified below.

Sep 16, 2023

Date


Jason collins (Sep 16, 2023 14:09 PDT)

JASON COLLINS

Date

PENNINE PLUMBING, INC

By: _____
Diane McGrail
Its: Chief Financial Officer

As to Form:

PIMENTEL LAW, P.C.

By: 
Kelly M. Hatfield, Esq.
ATTORNEYS FOR JASON COLLINS

As to Form:

DORSEY & WHITNEY LLP

By: _____
Heather B. Dillion
ATTORNEYS FOR
PENNINE PLUMBING, INC.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 30 N. Raymond Avenue, Suite 210, Pasadena, CA 91103.

On September 19, 2023, I served the foregoing document described as **JOINT STIPULATION FOR APPROVAL OF PAGA REPRESENTATIVE ACTION SETTLEMENT AND FOR ENTRY OF JUDGEMENT** on the interested parties in this action as follows

☐ By placing true copies enclosed in a sealed envelope addressed to each addressee as follows:

☒ Electronically from my email address, VAB@PimentelLaw.com on the persons identified below at the following electronic service address: Dillion.Heather@dorsey.com; chen.eric@dorsey.com; Machado.stephanie@dorsey.com; bmay@stuartkane.com; Cyoung@stuartkane.com;

Bruce May, Esq.
Stuart Kane
620 Newport Center Drive
Ste. 200
Newport Beach, CA 92660

Attorney for Defendant Andersen Commercial Plumbing, LLC

Heather Dillion, Esq.
200 Spectrum Center Dr., Ste. 500
Irvine, CA 92618

Attorney for Defendant Pennine Plumbing, Inc.

☐ BY MAIL:

☐ I deposited each envelope in the mail at Pasadena, California, with postage thereon fully prepaid.

☐ I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses above. I placed the envelope or package for collection and overnight delivery at an office or regularly utilized drop box of the overnight delivery carrier.

☒ STATE I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Viktoria Baklan

Viktoria Baklan

Executed on September 19, 2023 at Pasadena, California.