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Attorneys for Plaintiffs Rosalba Rios, Juan Sosa, and Fenix Valle, on behalf of themselves and all
“aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

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

ROSALBA RIOS, JUAN SOSA, FENIX
VALLE, on behalf of themselves and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiffs,

v.

PASCHEN MANAGEMENT
CORPORATION, a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

CASE NO: 56-2022-00570446-CU-OE-VTA

Assigned to the Hon. Mark S. Borrell, Dept. 40

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

Complaint Filed: September 26, 2022

STIPULATION

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

1. On July 13, 2022, Plaintiffs Rosalba Rios, Juan Sosa, and Fenix Valle (collectively, “Plaintiffs”) 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 Paschen Management Corporation (“Defendant”) (hereinafter Plaintiffs 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. Plaintiffs filed their Representative Action Complaint on September 26, 2022 seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.7, 246, 510, 512, and 1194 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 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. On September 25, 2023 and December 8, 2023, the Parties mediated with well-respected mediator and jurist, Hon. David I. Brown (Ret.), and reached a settlement of the Action which is memorialized in a Settlement Agreement and Release of the Private Attorneys General Act Claim signed by all Parties. (Gaines Decl. at ¶ 11; Exhibit “C” thereto (the “Settlement Agreement”)).

5. The Parties engaged in arm’s-length negotiations and reached a resolution of all claims asserted in the Action. Based on the information and documents obtained through informal discovery and during mediation, Plaintiffs assessed the maximum value of the PAGA claims (without stacking) to be approximately \$1,460,000 (at the rate of a \$100 penalty for 14,600 total

1 pay periods at issue during the applicable time frame). (Gaines Decl. at ¶¶ 11-14).

2 6. Defendant denied and continues to deny any liability to Plaintiffs or any other
3 allegedly aggrieved employee for any violations alleged in the Action. (Gaines Decl. at ¶ 12).

4 7. The amount of the Settlement is \$315,000, which represents over 21% of the
5 maximum recoverable discretionary penalties and includes an apportionment of attorneys' fees and
6 costs and a general release payment to each Plaintiff. (Gaines Decl. at ¶ 15).

7 8. The Parties agree that the settlement amount represents a fair compromise of the
8 claims, including the related costs of litigation and risk. (Gaines Decl. at ¶¶ 12-15).

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

12 10. The Parties agree that this Stipulation should be sufficient for purposes of approving
13 the settlement of the Action as set out in the Settlement Agreement pursuant to the requirements
14 set out in Labor Code § 2699(1)(2). Accordingly, the Parties respectfully request that the Court enter
15 the accompanying Order, approving the Settlement (attached to the Gaines Decl. as Exhibit "C"),
16 as permitted by Labor Code § 2699(1), and dismissing this Action with prejudice. (Gaines Decl. at
17 ¶ 16).

18 11. The Parties further agree that, after entry of this Order and pursuant to California
19 Code of Civil Procedure § 664.6, the Court shall retain jurisdiction to enforce the Settlement.
20 (Gaines Decl. at ¶ 17).

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1 12. Plaintiffs have 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 ¶ 18; Exhibit “D”).

4 **IT IS SO STIPULATED.**

5 **ATTORNEYS FOR PLAINTIFFS:**

6 Dated: January 12, 2024

Respectfully submitted,

8 GAINES & GAINES, APLC

9 By: 
10 Daniel F. Gaines
 Alex P. Katofsky

11 **ATTORNEYS FOR DEFENDANT:**

12 Dated: January 12, 2024

FROST BROWN TODD LLP

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14 
15 By: _____
16 Theodore E. Bacon

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