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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

GABRIELLE AVILLANOZA, an individual,
DIMETRIEZE WALKER, an individual,

Plaintiffs,

vs.

RANDSTAD GENERAL PARTNER (US)
LLC, a Delaware limited liability company,
and DOES 1 through 50,

Defendants.

CASE NO: 37-2022-00034713-CU-0E-CTL

Hon. James A. Mangione

**STIPULATION AND ~~[PROPOSED]~~
ORDER APPROVING PAGA
SETTLEMENT**

STIPULATION

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

1. The parties to this stipulation are Plaintiffs Gabriella Avillanoza and Dimetrieze Walker (hereafter, "Plaintiff" or "Plaintiffs") and Defendant Randstad General Partner (US) LLC (hereafter, "Defendant") (collectively, "Parties").

2. On or about August 29, 2022, on behalf of Gabrielle Avillanoza, Pancer Law Corporation (hereafter, "Plaintiffs' counsel") transmitted a notice to the Labor Workforce Development Agency ("LWDA") and to Defendant notifying both of the specific sections of the California Labor Code Defendants were alleged to have violated, and of Plaintiff's intent to pursue the claims under the California Private Attorney General Act ("PAGA"). The case was assigned Case No. LWDA-CM-904814-22 by the LWDA.

3. On August 29, 2022, on behalf of Gabrielle Avillanoza, Plaintiffs' counsel filed an individual complaint and was assigned San Diego Superior Court Case Number 37-2022-000034713-CU-OE-CTL

4. On September 3, 2022, Plaintiffs' counsel filed an Amended PAGA Notice on behalf of Gabrielle Avillanoza with the LWDA and to Defendant notifying both of the specific sections of the California Labor Code Defendant was alleged to have violated, and of Plaintiff's intent to pursue the claims under the PAGA.

5. On September 2, 2022, Plaintiffs' counsel filed a First Amended Individual, Class Action, and PAGA Complaint, on behalf of Gabrielle Avillanoza (hereafter, "PAGA lawsuit No. 1").

6. On September 14, 2022, Plaintiffs' counsel filed a Second Amended Complaint, alleging the same actions as the First Amended Complaint, and naming an additional Plaintiff, Dimetrieze Walker.

7. The Second Amended Individual, Class Action, and PAGA Complaint alleged the following: 1) Class Action and PAGA Claim for Wage and Hour Violation; 2) Class Action and PAGA Claim for Violation of Labor Code § 226, 3) Class Action and PAGA Claim For Failure to Indemnify/Reimburse Expenses; 4) Class Action and PAGA Claim for Unfair Competition; 5) Class

1 Action and PAGA Claim for Failure To Produce Pay Records; 6) Class Action and PAGA Claim for
2 Failure To Produce Personnel File; 7) Class Action and PAGA Claim for Failure To Produce Signed
3 Instruments; 8) Individual Claim on behalf of Avillanoza for Rest Period Violation; 9) Individual
4 Claim on behalf of Avillanoza for Gender Discrimination (Cal Gov't Code §§ 12940(A)); 10)
5 Individual Claim on behalf of Avillanoza for Sexual Harassment (Cal Gov't Code §§ 12940(J)); 11)
6 Individual Claim on behalf of Avillanoza for Failure To Prevent Harassment And/or Discrimination
7 (Cal Gov't Code §§ 12940(K)); 12) Individual Claim on behalf of Avillanoza for Retaliation (Cal
8 Gov't Code §§ 12940(H)); 13) Individual Claim on behalf of Avillanoza for Negligent Supervision;
9 14) Individual Claim on behalf of Avillanoza for Retaliation (Cal. Labor Code§ 1102.5); and 15)
10 Individual Claim on behalf of Avillanoza for Wrongful Constructive Termination in Violation of
11 Public Policy.¹

12 **FACTUAL BASIS, STRENGTHS, AND WEAKNESSES OF CLAIMS; VIEW OF COUNSEL**

13 8. The SAC alleged that that Defendant Randstad is a staffing agency, generally in the business
14 of recruiting individuals seeking employment and contracting with clients or customers to supply
15 workers to perform services for the clients or customers. Plaintiffs' PAGA claims as alleged in the
16 SAC were predicated primarily on three theories:

- 17 (i) that employees performed off-the-clock work based on Randstad requiring its
18 employees to undergo training online, on their own time, through a system it refers to
19 as "Randstad University."
20 (ii) that Randstad violated Labor Code Section 226 by
21 (a) failing to provide paper wage statements and instead making them available for
22 download online,
23 (b) paying "current," in Defendant's terminology, meaning paying for a fixed number
24 of hours in one pay period, and truing up the pay the following pay period, in
25 alternation.

26
27 ¹ All Plaintiffs' individual wage and hour, discrimination, and other claims were resolved at a
28 February 22, 2024 mediation, which expressly carved out Plaintiffs' representative PAGA claims.

1 (c) Derivative 226 violations based on the alleged off the clock work.

2 (iii) That Randstad failed to reimburse expenses, including cell phone expenses.

3 9. In agreeing to the settlement reached, Plaintiffs' counsel considered the strength of
4 Plaintiffs' claims as well as several defenses offered by Defendant. In light of the same, Plaintiffs'
5 counsel is of the belief that the per pay period PAGA settlement is quite good. For instance,
6 Plaintiffs' counsel believes the Section 226 claim based on making wage statements available for
7 download online rather than providing paper copies might have been dismissed by the Court as a
8 matter of law. Plaintiffs' counsel believes that Plaintiffs' claim for inaccurate wage statements based
9 on the alternating fixed sum and true up in consecutive pay periods, would have been a good claim
10 for statutory damages under Labor Code Section 226(e), which imposes a nondiscretionary \$50/\$100
11 penalty per pay period. However, Plaintiffs were unable to proceed with a class claim for penalties
12 under section 226(e) because they resolved their individual claims for wage and hour violations in a
13 prior mediation. Given that Plaintiffs could have, at best, proceeded with this claim only under
14 PAGA, it was much, much weaker, as the court would have discretion to reduce the PAGA penalty.
15 Plaintiffs' counsel was concerned that the court may have dramatically reduced the PAGA penalty,
16 finding that the violation was trivial, as Plaintiffs had not been able to show that this policy of
17 alternating payments caused any reduction in wages paid. As to the claim for off the clock work and
18 the derivative PAGA penalties, Plaintiffs' counsel was similarly concerned that the court would not
19 attribute great value to this claim in imposing penalties as the number of hours allegedly spent on the
20 training program were considerably less than Plaintiffs' counsel had anticipated before filing the
21 litigation. Finally, the cell phone expenses were considerably reduced, relative to what Plaintiffs'
22 counsel believed before filing the complaint, because the time period during which employees
23 worked remotely (due to Covid) may been the only time period during which Plaintiffs could have
24 recovered PAGA penalties for unreimbursed cell phone expenses, and that period was simply not
25 very long during the PAGA statute look back.

1 **ADDITIONAL PROCEDURAL HISTORY**

2 10. On September 15, 2022, Plaintiffs' counsel filed a Second Amended PAGA Notice
3 on behalf of Gabrielle Avillanoza and Dimetrieze Walker with the Labor Workforce Development
4 Agency (LWDA) and to Defendant notifying both of the specific sections of the California Labor
5 Code Defendants were alleged to have violated, and of Plaintiffs' intent to pursue the claims under
6 the PAGA.

7 11. The LWDA did not respond regarding the August 29, 2022 PAGA notice, the
8 September 3, 2022 Amended PAGA Notice, nor the 2nd Amended PAGA Notice that was
9 transmitted on September 15, 2022.

10 12. On October 31, 2022, Defendant filed its Answer.

11 13. On November 1, 2022, Defendant filed a Notice of Removal to Federal Court, and
12 were assigned Case No. 3:2022cv01704 in the Southern District of California.

13 14. Plaintiffs' Counsel filed a Motion to Remand on behalf of Gabrielle Avillanoza on
14 December 1, 2022.

15 15. The Parties' counsel met and conferred and agreed to remand the case back to the
16 State Court on the condition that the Class claims were dismissed and the Individual Claims were
17 sent to arbitration. The PAGA claims, however, remained.

18 16. The Parties filed a Joint Motion reflecting the same on January 30, 2023, the Motion
19 was granted on March 13, 2023, and the case was remanded to State Court.

20 17. Thereafter, on or about February 22, 2023, the Parties settled their individual claims,
21 with the express caveat that the PAGA claims were not being dismissed.

22 18. The Parties' continued to dispute the extent to which the Arbitration Agreement
23 reached Plaintiffs' representative PAGA claims.

24 19. Unable to reach an agreement, Defendants' counsel filed a Motion to Compel
25 Arbitration of the PAGA claims on December 19, 2023.

26 20. Plaintiffs' counsel filed their opposition on January 2, 2024.
27
28

1 21. On January 12, 2024, Hon. Judge Mangione issued an Order Motion Compelling the
2 individual component of the PAGA claims to arbitration, and staying the non-individual PAGA
3 claims.

4 22. The Parties scheduled mediation of the remaining PAGA claims on December 3, 2024
5 before well-respected mediator Joel Grossman.

6 23. In preparation for mediation, Defendant produced substantial documentation,
7 including employment policies as well as time records and pay records for all allegedly aggrieved
8 employees employed by Defendant in its San Diego office during the PAGA period. Defendant's
9 production was thorough, and included pay and time data for approximately 28 nonexempt
10 employees during the PAGA period that enabled Plaintiffs' counsel to evaluate the strength and value
11 of the case.

12 24. The parties were able to reach an agreement at mediation on December 3, 2024.

13 25. Thereafter, the Parties negotiated the terms of a long form settlement agreement
14 releasing all PAGA claims that were alleged, or reasonably could have been alleged, based on the
15 facts alleged in Plaintiffs' PAGA notices to the LWDA and the Second Amended Complaint,
16 including, but not limited to, claims under Labor Code Sections 201, 201.3, 202, 203, 204, 204b,
17 210, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.6, 226.7, 432, 510, 512, 558, 558.1, 1174,
18 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2810.5, subdivision (k) of Section 96,
19 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,
20 subdivision (d) of Section 213, 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3,
21 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, 233,
22 234, 351, 353, and 403, subdivision (b) of Section 404, 432.2, 432.5, 432.7, 435, 450, 511, 513, 551,
23 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021,
24 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order,
25 subdivision (b) of Section 1198.3, 1198.5, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5,
26 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and
27 1695, subdivision (a) of Section 1695.5, 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
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1 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and
2 2673, subdivision (a) of Section 2673.1, 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of
3 Section 2929, and 3073.6, 6310, 6311, and 6399.7.

4 26. After considerable additional communications regarding revisions to the long form
5 agreement, a long form settlement agreement was fully executed on March 25, 2025.

6 **TERMS OF THE SETTLEMENT**

7 27. A true and correct copy of the long-form PAGA settlement agreement is attached as
8 Exhibit 1 to the contemporaneously filed Declaration of Ian Pancer ISO Stipulation for Approval of
9 PAGA Settlement ("Pancer Decl."). Exhibit 2 attached to the Pancer Decl. is the letter which the
10 Parties propose will be included in the mailing to each aggrieved employee. Exhibit 3 to the Pancer
11 Decl. are the PAGA notices sent to the LWDA and Defendants.

12 28. The gross settlement payment to be made pursuant to the settlement agreement is
13 \$50,000. (Exhibit 1, para. 1.6). The aggrieved employees covered by the settlement include any
14 person employed by Randstad at its San Diego, California Office during the PAGA Period, which is
15 defined as all pay periods between August 29, 2021 and December 3, 2024. (Exhibit 1, para. 1.2,
16 1.8).

17 29. Defendant estimated in the settlement agreement that the number of pay periods
18 within the Settlement Period equals 367. (Exhibit 1, para. 6.2).

19 30. Based on updated calculations, Defendant now represents in a contemporaneously
20 filed sworn declaration that the number of pay periods within the Settlement Period equals 384 and
21 the number of allegedly aggrieved employees in the PAGA group during the PAGA period is 28.
22 (Declaration of Jules Ponder, para. 3).

23 31. The Settlement Agreement contained an escalator clause in the event the estimated
24 PAGA pay periods in the Settlement Period exceeded 367 by more than 10%. (Exhibit 1, para. 6.2).
25 As the updated calculations confirmed the employee count and only increased the pay period count
26 by approximately 4.6%, the escalator clause has not been triggered.

32. The gross settlement of \$50,000 equates to an average gross settlement of **\$130.20 per pay period and a net settlement of \$37.80 per pay period** for the release of civil penalties, which is an excellent settlement. (Pancer Decl., para. 4).

33. The settlement agreement permits Plaintiffs' counsel to seek attorney fees of up to 35% of the gross settlement, equaling \$17,500, and Plaintiffs' counsel seeks that sum. (Exhibit 1, para. 3.2.2). (Pancer Decl., para. 5)

34. As Defendant will be responsible for the administration and mailing of the settlement payments, there will be no need to retain, and no fee for, a settlement administrator.

35. In the settlement agreement, the individual Plaintiffs each released all claims against the Defendants pursuant to California Civil Code Section 1542. (Settlement Agreement at 4.1.3). The Parties have agreed to a PAGA Representative Award in the amount of \$5,000 (five thousand dollars) to be paid from the gross settlement to each Plaintiff. (Exhibit 1, para. 3.2.1). This award is supported by the value that the Plaintiffs provided the State of California and the PAGA members in prosecuting this litigation, and by the 1542 waiver agreed to by Plaintiffs. Plaintiffs, however, in supporting their enhancement award, place less emphasis on the 1542 waiver, and request the enhancement award primarily for their services to the State and the PAGA group, as they also previously signed a 1542 waiver in connection with the resolution of their individual claims.

36. The parties agreed for Plaintiffs' counsel's actual costs to be paid out of the gross settlement, not to exceed \$7,981.73. (Exhibit 1, para. 3.2.2.) The costs incurred by Plaintiffs' counsel are:

\$7,981.73	Mediator services for Joel Grossman, Esq.
\$7,981.73	TOTAL

37. The net settlement in this case after payment of fees, costs, the representative award, and settlement administrator fees is \$14,518.27:

Gross	\$50,000
Attorney fees	\$17,500
Costs	\$7,981.73

PAGA Representative Award (Avillanoza)	\$5,000
PAGA Representative Award (Walker)	\$5,000
Net Settlement	\$14,518.27

38. Of the net settlement, 75% will be paid to the LWDA and 25% will be paid to the PAGA members. Thus, the breakdown of the \$14,518.27 net settlement will be as follows:

To LWDA	\$10,888.70
To Employees	\$3,629.57

39. The payment to each aggrieved employee shall be determined on a pro-rata basis based on the number of pay periods that each aggrieved employee worked during the Settlement Period divided by the total number of pay periods worked by all aggrieved employees during the Settlement Period. With 28 PAGA members, the average share to individual employees will be as follows (Pancer Decl., para. 6):

Average <u>net</u> individual employee share	\$129.62
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EXPERIENCE AND VIEWS OF COUNSEL

40. Plaintiffs' counsel represents that Ian Pancer is experienced in wage and hour class action litigation. Mr. Pancer became a member of the State Bar of California in December 2006. Mr. Pancer focuses his practice on prosecuting employment law claims on behalf of employee-plaintiffs, and personal injury cases. A very small amount of Mr. Pancer's practice is devoted to other matters. Mr. Pancer has personally represented hundreds of plaintiffs in individual employment cases and over 100,000 (one hundred thousand) class members in class actions.

41. Mr. Pancer represents that he has substantial experience in employment-related, representative actions in that he is or has been lead or co-lead counsel in more than 15 (fifteen) representative action cases – *i.e.*, putative class action or PAGA cases. Of these cases, Mr. Pancer represents that some have resulted in court approved settlements, some are ongoing, and some resolved on an individual basis.

42. In the opinion of Plaintiffs' counsel, the settlement is very good in view of the facts of the case and particularly given the risks inherent in further litigation. The settlement is favorable

1 given that the PAGA members and the LWDA will be promptly compensated, rather than face
2 uncertainties and delays inherent in further litigation. Based on all considerations, this settlement
3 (with a net per pay period recovery of close to \$40) is highly favorable, fundamentally fair, adequate,
4 and a reasonable resolution of disputed issues and is in the best interests of the Settlement Class.
5 (Pancer Decl., 7.)

6 **PLAINTIFFS' RELEASE OF CLAIMS AND REASONABLENESS**
7 **OF THE INCENTIVE AWARD**

8 43. Plaintiffs respectfully request that the Court approve the agreed upon incentive
9 awards of \$5,000.00 (five thousand dollars) to Plaintiff Avillanoza and Plaintiff Walker in
10 consideration for their services as named Plaintiff and for their signing separate 1542 waivers.

11 **THE PARTIES REQUEST THE COURT APPROVE THE PAGA SETTLEMENT**

12 44. The parties now request that the Court enter the accompanying order approving the
13 settlement as reflected in the Parties' Settlement Agreement (Exhibit 1 to Pancer Decl.) as permitted
14 by Labor Code § 2699(1), and dismissing this Action with prejudice.

15 45. The parties further agree that, after entry of the final Judgment, and pursuant to
16 California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction of the Action to
17 construe, interpret, implement, and enforce the Settlement Agreement and this Order.

18 46. Concurrent with the filing of this Stipulation, Plaintiffs will submit the Settlement
19 Agreement to the LWDA in compliance with Labor Code section 2699(1)(2). (Pancer Decl., para.
20 30).

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23 **KABAT CHAPMAN & OZMER LLP**

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25 _____
26 Nathan D. Chapman
27 Attorneys for Defendant
28 Randstad General Partner (US), LLC

Date: 08/12/2025

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PANCER LAW CORPORATION

/s/ Ian Pancer

IAN PANCER
Attorneys for Plaintiffs

Date: 8/15/2025

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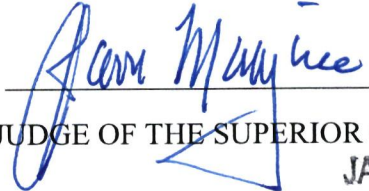
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- 1 i) If any PAGA members fail to cash their individual settlement payment checks within 120
2 days after they are mailed by Defendant, the checks will become void and shall be tendered
3 to Controller of the State of California to be held pursuant to the Unclaimed Property Law
4 (see Cal. Civ. Code § 1500, et seq.) for the benefit of those Aggrieved Employees who did
5 not cash their checks;
- 6 j) Upon the Court's entry of this Order and Judgment, as well as Defendant's funding of the
7 Settlement as required by the Settlement Agreement: (1) all of the PAGA Claims, as defined
8 in the Settlement Agreement, are dismissed *with prejudice* as to Plaintiff and the PAGA
9 members, and (2) the PAGA members shall release the Released Claims as defined in the
10 Settlement Agreement. The Parties are to bear their own costs, except as otherwise provided
11 in the Settlement Agreement;
- 12 k) Pursuant to California Labor Code § 2699(1)(3), a copy of this Order shall be submitted to
13 the LWDA within 10 days after entry of this Order;
- 14 l) This document shall constitute a Judgment. Without affecting the finality of this Judgment,
15 the Court reserves exclusive and continuing jurisdiction over the Lawsuit and the Parties,
16 including all PAGA Members, for the purposes of supervising the implementation,
17 enforcement, construction, administration, and interpretation of the Settlement Agreement
18 and this Judgment
- 19 m) Under California Code of Civil Procedure § 664.6, the Court shall have and retain continuing
20 jurisdiction over this action, the Parties, and the aggrieved employees, including after the
21 entry of this Order, to the fullest extent necessary to interpret, enforce, and effectuate the
22 terms and intent of the Settlement Agreement and this Order.

23 **GOOD CAUSE APPEARING**, the Court hereby approves this Stipulation and Protective
24 Order.

25 **IT IS SO ORDERED.**

26 Dated: 12.1.25

27 
JUDGE OF THE SUPERIOR COURT
28 JAMES A. MANGIONE