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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
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JANT INCORPORATED and
TANIA MARIE WARCHOL

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

CESAR CORTES, individually and in his
representative capacity on behalf of all
Aggrieved Employees,

Plaintiffs,

v.

JANT, INCORPORATED, a California
corporation, TANIA MARIE WARCHOL, an
individual; and DOES 1 through 50,

Defendants.

CASE NO. 37-2024-00009179-CU-OE-CTL

*[Assigned for all purposes to the Hon. Blaine
K. Bowman, Dept C-74]*

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

Complaint Filed: February 28, 2024
Trial Date: None set

STIPULATION

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

1. The parties to this stipulation are Plaintiff Cesar Cortes (hereafter, "Plaintiff") and Defendants JANT, Incorporated and Tania Warchol (hereafter, "Defendants") (collectively, "Parties").

2. On or about January 10, 2024, on behalf of individual who was a former employee of Defendant and coworker of Plaintiff (hereafter "Coworker No. 1"), Pancer Law Corporation (hereafter, "Plaintiffs' counsel") transmitted a notice to the Labor Workforce Development Agency (LWDA) and to Defendants 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 PAGA. The case was assigned Case No. LWDA-CM-1004106-24 by the LWDA.

3. On January 12, 2024, Coworker No. 1, who was represented Plaintiff's counsel, filed a lawsuit against Defendants alleging the PAGA claims set forth in the January 10, 2024 PAGA notice (hereafter, "PAGA lawsuit No. 1"). PAGA lawsuit No. 1 was assigned San Diego Superior Court Case Number 37-2024-000091802-CU-OE-CTL.

4. Thereafter, Coworker No. 1 and Defendants, without the participation of Counsel, resolved Coworker No. 1's claims, and Plaintiff's counsel was instructed to dismiss PAGA lawsuit No. 1.

5. On January 24, 2024, Plaintiff's counsel dismissed the PAGA lawsuit No. 1 with prejudice.

6. On February 26, 2024, Plaintiffs' counsel submitted to the Labor Workforce Development Agency (LWDA) an amended PAGA notice that substituted instant Plaintiff Cesar Cortes in place of Coworker No. 1 in connection with the PAGA notice that had been filed by Coworker No. 1 in LWDA Case No. LWDA-CM-1004106-24. The amended PAGA notice notified Defendants of the Labor Code Sections they were alleged to have violated, and of Plaintiff's intent to pursue the claims under the PAGA on behalf of Plaintiff.

1 7. Thereafter, Plaintiff caused the February 26, 2024 PAGA notice to be transmitted to
2 Defendants.

3 8. The LWDA did not respond regarding the January 12, 2024 PAGA notice sent by
4 Coworker No. 1 nor the amended PAGA notice that was transmitted on February 26, 2024.

5 9. On February 28, 2024, Plaintiff CESAR CORTES ("Plaintiff") filed his complaint
6 against JANT, INCORPORATED, and TANIA MARIE WARCHOL ("Defendants")
7 (collectively, "Parties") alleging 1. PAGA Claim for Failure to Pay State
8 Minimum/Regular/Overtime Wages; 2. PAGA Claim for Failure to Pay State Overtime Wages;
9 3. PAGA Claim for Failure to Timely Pay Wages; 4. PAGA Claim for Meal and Rest Break
10 Labor Code Violations; 5. PAGA Claim for Inaccurate Wage Statements; 6. PAGA Claim for
11 Failure to Maintain Payroll Records; 7. PAGA Claim for Failure to Comply with California Sick
12 Pay Laws; and 8. PAGA Claim for Miscellaneous Labor Code Provisions, and 9. Claim for Alter
13 Ego Liability.
14

15 10. On April 19, 2024, Plaintiff propounded discovery to defendants consisting of inspection
16 demands and special interrogatories.

17 11. On May 21, 2024, defendants responded to the discovery.

18 12. Thereafter, the Parties agreed to attend mediation, to participate in an informal exchange
19 of documents and information, and to stay formal discovery pending the outcome of mediation.

20 13. The Parties scheduled mediation on October 29, 2024 before well-respected mediator and
21 former San Diego Superior Court Judge Ronald Prager (Ret.).

22 14. In preparation for mediation, Defendant produced substantial documentation, including
23 employment policies as well as time records and pay records for the vast majority of nonexempt
24 individuals employed by Defendant in the State of California during the PAGA period.
25 Defendant's production was thorough, and included pay and time data for approximately 100 of
26 Defendant's 115 nonexempt employees during the PAGA period.
27
28

1 15. Plaintiff's counsel engaged Employment Research Corporation (see
2 www.employmentresearch.com) to analyze the data and provide a report concerning, among
3 other things, Defendant's total civil penalty exposure in this case.

4 16. Based on the data provided, Plaintiff's retained analyst was able to extrapolate time and
5 pay data and civil penalty exposure for the small minority of employees whose records were
6 (counsel presumes inadvertently) not produced.

7 17. On October 29, 2024, the Parties participated in an all day mediation with Hon Judge
8 Prager (Ret.).

9 18. The matter not having resolved at mediation on October 29, 2024, Judge Prager made a
10 mediator's proposal.

11 19. After additional back-and-forth between the parties, facilitated by Judge Prager, the
12 Parties accepted and finalized the mediator's proposal, with certain amendments and
13 clarifications, on November 4, 2024.

14 20. Thereafter, the Parties negotiated the terms of a long form settlement agreement.

15 21. After considerable, additional back-and-forth communications regarding the long form
16 agreement, a long form settlement agreement was eventually fully executed on February 27,
17 2025.

18 TERMS OF THE SETTLEMENT

19 22. A true and correct copy of the PAGA settlement agreement is attached hereto as Exhibit
20 1 to the Declaration of Ian Pancer ISO Stipulation for Approval of PAGA Settlement ("Pancer
21 Decl."). Exhibit B attached to the PAGA settlement agreement is the letter which the Parties
22 propose will be included in the mailing to each aggrieved employee.

23 23. The gross settlement payment to be made pursuant to the settlement agreement is
24 \$195,000. (Exhibit 1, para. 1.12). The aggrieved employees covered by the settlement include
25 all current and former non-exempt employees of Defendant in the State of California at any time
26 during the Settlement Period, which is defined as all pay periods between February 28, 2023 and
27 October 29, 2024. (Exhibit 1, para. 1.2, 1.29).
28

1 24. Defendant estimated in the settlement agreement that the number of pay periods within
2 the Settlement Period equals 1,945. (Exhibit 1, para. 6.2).

3 25. Based on updated calculations, Defendant now represents in a sworn declaration that the
4 number of pay periods within the Settlement Period equals 1,960. (Declaration of Tania
5 Warchol, para. 3).

6 26. Based on the pay and time records produced by Defendant at the time of mediation,
7 Plaintiff believed the number of employees in the PAGA group was 115.

8 27. Based on updated calculations, Defendant now represents in a sworn declaration that the
9 number of employees in the PAGA group was 141. (Declaration of Tania Warchol, para. 4).

10 28. The Settlement Agreement contained an escalator clause in the event the estimated
11 PAGA pay periods in the Settlement Period exceeded 1,945 by more than 5%. However, the
12 escalator clause was not triggered.

13 29. The gross settlement of \$195,000 equates to an average of **\$99.49 per pay period or**
14 **\$1,382.98 per employee** for the release of civil penalties, assuming all employees receive an
15 equal amount of the gross settlement. (Pancer Decl., para. 2).

16 30. The settlement agreement permits Plaintiff's counsel to seek attorney fees of up to 35%
17 of the gross settlement, equaling \$68,250, and Plaintiff's counsel seeks that sum. (Exhibit 1,
18 para. 6.6). This case was principally prosecuted by Pancer Law Corporation ("PLC"). The
19 referring law firm in this case is Abramson Labor Group ("ALG"). With client consent, PLC and
20 ALG agreed to divide the fees as follows: 2/3 to PLC; 1/3 to ALG. Subject to the Court's
21 approval, the fees will be paid as follows:
22

23 Pancer Law Corporation: \$45,500

24 Abramson Labor Group: \$22,750

25 (Pancer Decl., para. 3).

26 31. The cost of settlement administration, to be provided by established and respected
27 settlement administrator Phoenix Settlement Administrators, is a flat fee of \$4,000 (four
28 thousand dollars). (See Phoenix Bid, Exhibit 2 to Pancer Decl.)

32. The Parties have agreed to a PAGA Representative Award in the amount of \$7,5000 (seven thousand five hundred dollars) to be paid from the gross settlement. (Exhibit 1, para. 1.23)

33. The parties agreed for Plaintiffs' counsel's actual costs to be paid out of the gross settlement, not to exceed \$14,000.00. (Exhibit 1, para. 1.6.) The costs incurred by Plaintiff's counsel are:

\$710.75	to Onelegal for filing fees and service of process
\$6,147.50	to Employment Research Corporation for data analysis of pay and time records
\$75	To LWDA for PAGA filing
\$5,495.00	Mediator services for Hon. Ronald Prager (Ret.)
\$21.76	Certified mailings
\$12,450.01	TOTAL

34. The net settlement in this case after payment of fees, costs, the representative award, and settlement administrator fees is \$102,799.99:

Gross	\$195,000
Attorney fees	\$68,250
Costs	\$12,450.01
PAGA Representative Award	\$7,500
Settlement administration fee	\$4,000
Net Settlement	\$102,799.99

35. 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 \$102,799.99 net settlement will be as follows:

To LWDA	\$77,099.99
To Employees	\$25,700

36. 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 141 PAGA members, the average share to individual employees will be as follows (Pancer Decl., para. 5):

Average <u>net</u> individual employee share	\$182.26
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EXPERIENCE AND VIEWS OF COUNSEL

37. Plaintiff's counsel 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.

38. Mr. Pancer 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, some have resulted in court approved settlements, some are ongoing, and some resolved on an individual basis.

39. In the opinion of Plaintiff's 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 given that the PAGA members and the LWDA will be promptly compensated, rather than face uncertainties and delays inherent in further litigation. Based on all considerations, this settlement is highly favorable, fundamentally fair, adequate, and a reasonable resolution of disputed issues and is in the best interests of the Settlement Class. (Pancer Decl., 6).

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1 **PLAINTIFF'S RELEASE OF CLAIMS AND REASONABLENESS**
2 **OF THE INCENTIVE AWARD**

3 40. In addition to the resolution reached on the PAGA claims, the Parties reached a
4 resolution concerning Plaintiff's individual claims, some of which had previously been
5 adjudicated in separate litigation. As part of his release, Plaintiff also waived all known and
6 unknown claims under California Civil Code Section 1542.

7 41. Plaintiff respectfully requests that the Court approve the agreed upon incentive award of
8 \$7,500 (seven thousand five hundred dollars) to Plaintiff in consideration for his services as
9 named Plaintiff and for his release of claims.

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

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

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

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1 44. Concurrent with the filing of this Stipulation, Plaintiff's will submit the Settlement
2 Agreement to the LWDA in compliance with Labor Code section 2699(1)(2). (Pancer Decl., para.
3 30).
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7 Dated: May 23, 2025 FERRIS & BRITTON

8
9 By: Elyssa K. Kulas

10
11 ELYSSA K. KULAS

12 Attorneys for Defendants

13 JANT, Incorporated and Tania Warchol
14

15 Dated: 5/23/2025 PANCER LAW CORPORATION

16
17 By: /s/Ian Pancer

18 IAN PANCER

19 Attorneys for Plaintiffs
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1 **[PROPOSED] ORDER**

2 Pursuant to Labor Code § 2699(1)(2) of the Private Attorneys General Act of 2004
3 (“PAGA”), Plaintiff Cesar Cortes (“Plaintiff”) and Defendants Jant, Incorporated and Tania Marie
4 Warchol (collectively “Defendants”) (collectively the “Parties”) jointly filed a Stipulation to
5 Approve the PAGA Settlement (the “Stipulation”).

6 Having considered the Stipulation, the Declaration of Ian Pancer, the Declaration of Tania
7 Warchol and all legal authorities submitted in support, the fully-executed Private Attorneys
8 General Act Settlement Agreement (the “Settlement Agreement”), and good cause appearing, **IT**

9 **IS ORDERED** as follows:

- 10 a) This Court has jurisdiction over the claims of the PAGA Members asserted in this
11 proceeding and over the Parties to the Action;
- 12 b) The Settlement Agreement is incorporated herein as if expressly set forth, and has the full
13 force and effect of an Order of this Court. The Settlement Agreement shall be enforced
14 according to its terms;
- 15 c) The Court approves the Gross Settlement Amount by Defendants of \$195,000, payable in
16 two equal installments of 60 days and 180 days after the Effective Date;
- 17 d) The Court approves the PAGA Penalty of \$102,799.99, from which:
- 18 i. \$77,099.99 (75%) shall be paid to the California Labor and Workforce
19 Development Agency (“LWDA”), and
20 ii. \$25,700 (25%) shall be paid to all PAGA Members to be distributed on a
21 proportionate basis;
- 22 e) The Court approves and awards Pancer Law Corporation attorney fees of \$45,500;
- 23 f) The Court approves and awards Pancer Law Corporation costs of \$12,450.01
- 24 g) The Court approves and awards Abramson Labor Group attorney fees of \$22,750;
- 25 h) The Court approves and awards the PAGA Representative, Plaintiff Cortes, \$7,500 as an
26 enhancement award;
- 27 i) The Court finds the payment of \$4,000 to Phoenix Settlement Administrators, the
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1 Settlement Administrator, is fair and reasonable, and orders the Administrator to make this
2 payment to itself in accordance with the Settlement Agreement;

- 3 j) If any PAGA Members fail to cash their individual settlement payment checks within 180
4 days after they are mailed by the Settlement Administrator, the checks will become void
5 and shall be sent by the Settlement Administrator to the San Diego County Bar Foundation;
6 k) 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
8 defined in the Settlement Agreement, are dismissed *with prejudice* as to Plaintiff and the
9 PAGA Members, and (2) the PAGA Members shall release the Released Claims as defined
10 in the Settlement Agreement. The Parties are to bear their own costs, except as otherwise
11 provided in the Settlement Agreement;
12 l) 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 m) 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 n) Under California Code of Civil Procedure § 664.6, the Court shall have and retain
20 continuing jurisdiction over this action, the Parties, and the aggrieved employees, including
21 after the entry of this Order, to the fullest extent necessary to interpret, enforce, and
22 effectuate the terms and intent of the Settlement Agreement and this Order.
23

24 **GOOD CAUSE APPEARING**, the Court hereby approves this Stipulation and

25 ~~Protective~~ Order.

26 **IT IS SO ORDERED.**

27 Dated: 6-5-25

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JUDGE OF THE SUPERIOR COURT
BLAINE K. BOWMAN