

EVAN S. GAINES, ESQ. SBN 287668
GAINES LAW CORPORATION
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Telephone: (805) 892-8200
Facsimile: (805) 800-8928
Email: evan@gaines.law

Attorneys for Plaintiffs Seth Taylor, Leonardo Ramirez,
and Justin Musick

VEDDER PRICE (CA) LLP
Michael A. Wahlander (SBN 260781)
mwahlander@vedderprice.com
1 Post Street, Suite 2400
San Francisco, CA 94104
Telephone: (415) 749-9500
Facsimile: (415) 749-9502

Attorneys for Defendant A Plus Tree, LLC

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

SETH TAYLOR, LEONARDO
RAMIREZ, and JAKE MUSICK, on behalf
of themselves and all “aggrieved
employees” pursuant to Labor Code § 2698
et seq.,

Plaintiffs,

v.

A PLUS TREE, LLC, a California limited
liability company, and DOES 1 through 10,
inclusive,

Defendants.

Case No. CU24-03172

Assigned to Hon. Stephen Gizzi, Dept. 3

**STIPULATION AND [PROPOSED] ORDER
APPROVING SETTLEMENT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL
ACT**

*[Concurrently filed: Declaration of Evan S.
Gaines]*

Complaint Filed: April 26, 2024
Trial Date: None Set

STIPULATION

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

1. On February 21, 2024, Plaintiffs Seth Taylor, Leonardo Ramirez, and Justin Musick (incorrectly named as Jake Musick) (collectively “Plaintiffs”) transmitted a letter to the California Labor & Workforce Development Agency (“LWDA”) and Defendant A Plus Tree, LLC (“Defendant”) that Plaintiffs allege to be in compliance with the exhaustion requirements of the California Private Attorneys General Act (“PAGA”), Labor Code §§ 2698, *et seq.*, articulating claims related to Defendant’s alleged failure to pay all wages due, including all prevailing wages, meal and rest period premiums, overtime wages, vacation wages, and sick pay wages due; failure to provide compliant meal and rest periods and/or pay premium wages in lieu thereof; failure to reimburse all necessary business expenses incurred; failure to issue accurate itemized wage statements; and failure to timely pay all final wages due upon separation of employment (the “PAGA Notice”). See Declaration of Evan S. Gaines (“Gaines Decl.”) at ¶ 6; **Exhibit B** to Gaines Decl.

2. On April 26, 2024, Plaintiffs filed a Representative Action Complaint in the Superior Court of the State of California for the County of Solano (the “Operative Complaint”), thereby commencing the instant lawsuit entitled *Seth Taylor, et al. v. A Plus Tree, LLC*, case number CU24-03172 (the “Action”). Plaintiffs filed their Complaint on behalf of themselves, the State of California, and other “Aggrieved Employees” as a representative PAGA action based on alleged violations of California Labor Code and Industrial Welfare Commission (“IWC”) Wage Order provisions, including Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 558, 1194, and 2802. The Operative Complaint was uploaded to the LWDA on December 5, 2024. Gaines Decl. at ¶ 7; **Exhibit C** to Gaines Decl.

3. Defendant disputes and denies the allegations and claims asserted in the Action and denies that the Action is suitable for representative treatment. Gaines Decl. at ¶ 8.

4. During the course of the litigation, Plaintiffs and Defendant (hereinafter, Plaintiffs and Defendant are collectively referred to as the “Parties”) engaged in informal discovery and fully shared the information and documents necessary for all sides to conduct a legitimate investigation

1 into the allegations of the Action and potential defenses thereto. The Parties have reached their
2 settlement only after such discovery and investigation were performed. Gaines Decl. at ¶ 9.

3 5. Prior to attending a mediation and during that mediation, Defendant produced
4 extensive information and documents, including, *inter alia*: (1) Defendant's employee handbooks,
5 written employment policies, and training materials in effect during the PAGA Period; (2) a
6 representative randomized sampling of corresponding time and pay records for 25% of Aggrieved
7 Employees; and (3) PAGA group composition data points, including, for both current and formerly-
8 employed Aggrieved Employees between the start of the PAGA Period (February 21, 2023) and the
9 date of mediation (May 14, 2025), total numbers of Aggrieved Employees, and total approximate
10 Pay Periods. The Parties attended a mediation with mediator Doug Leach, Esq. on May 14, 2025,
11 wherein an agreement to settle the Action was reached. Gaines Decl. at ¶ 10.

12 6. The terms and conditions of the PAGA Settlement are set forth in the Parties' Private
13 Attorneys General Act (Labor Code § 2698 et seq.) Settlement Agreement (the "PAGA Settlement"
14 or "PAGA Settlement Agreement"). The PAGA Settlement Agreement resolves all claims for
15 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
16 Period facts asserted in the LWDA Letter and Operative Complaint. Gaines Decl. at ¶ 11; **Exhibit**
17 **D** to the Gaines Decl.

18 7. Based on the information and documents obtained through informal discovery,
19 Plaintiffs initially assessed the *theoretical* maximum value of the limited PAGA claims to be
20 released by the PAGA Settlement to be approximately \$1,163,000 (at the rate of a \$100 penalty for
21 approximately 11,603 pay periods at issue, without stacking violations). Gaines Decl. at ¶ 12.
22 However, a significant discount was warranted given that every pay period did not exhibit a claimed
23 violation, and Plaintiffs' claims lacked significant value. Gaines Decl. at ¶ 13.

24 8. As set forth in the PAGA Settlement Agreement, the Gross Settlement Amount is
25 \$150,000.00, and includes an apportionment of attorneys' fees and costs, and payment to the
26 Settlement Administrator (there is no enhancement award to Plaintiffs). Gaines Decl. at ¶ 14. By a
27 separate confidential agreement, the Parties have resolved all of Plaintiffs' non-PAGA individual
28

1 claims not alleged in the Action through a comprehensive general release in favor of Defendant (the
2 “Confidential Individual Settlement Agreements”). In connection with their general release of all
3 non-PAGA individual claims, Plaintiffs will be paid a confidential sum, separate from the Gross
4 Settlement Amount.¹ *Id.* Plaintiffs’ Counsel is not recovering any attorney’s fees from Plaintiffs’
5 individual settlements. *Id.*

6 9. Based on his extensive experience litigating over 60 representative actions, counsel
7 for Plaintiffs believes the PAGA Settlement here is fair and reasonable and warrants approval by the
8 Court. Gaines Decl. at ¶¶ 2-5; **Exhibit A** to Gaines Decl.

9 10. Plaintiffs have submitted a copy of the PAGA Settlement Agreement, together with
10 this Stipulation and Order and Judgement, and the Declaration of Evan S. Gaines, to the LWDA as
11 required by PAGA. Gaines Decl. at ¶ 15; **Exhibit E**.

12 11. The Parties request that the Court enter the below order approving the PAGA
13 Settlement, as permitted by Labor Code § 2699(s), and entering Judgment in accordance with the
14 terms and conditions of the PAGA Settlement Agreement. Gaines Decl. at ¶ 16.

15 **IT IS SO STIPULATED.**

16 Dated: August 6, 2025

GAINES LAW CORPORATION

17
18 By: 
19 Evan S. Gaines, Esq.
20 Attorney for Plaintiffs Seth Taylor, Leonardo
Ramirez, and Justin Musick

21 Dated: August 5, 2025

VEDDER PRICE (CA) LLP

22
23
24 By: 
25 Michael A. Wahlander, Esq.
26 Attorneys for Defendant A Plus Tree, LLC

27 ¹ If the Court wishes to see the Confidential Individual Settlement Agreement, Plaintiffs’ Counsel
28 will provide it for the Court’s *in camera* review.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. The Court finds the PAGA Settlement was entered into in good faith, that the PAGA Settlement is fair, reasonable, and adequate, and that the PAGA Settlement satisfies the standards and applicable requirements for approval of PAGA representative action settlements under California law.

3. Upon entry of this Order, the Parties shall effectuate all terms of the PAGA Settlement based on the provisions and timelines set forth in the PAGA Settlement Agreement.

5. The Action is dismissed with prejudice, with all Parties to bear their separate fees and costs, except as expressly set forth in the PAGA Settlement Agreement.

Dated: _____

-5-

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of VENTURA, State of California. I am over the age of 18 and not a party to the within action; my business address is 4550 East Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

____ (For messenger) my business address is:

On August 6, 2025, I served the foregoing document described as **STIPULATION AND ORDER APPROVING SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Michael A. Wahlander, Esq. – mwahlander@vedderprice.com
VEDDER PRICE (CA), LLP
1 Post Street, Suite 2400
San Francisco, CA 94104

☒ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission via email pursuant to an agreement between counsel on the counsel of record listed above.

☒ (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the Labor & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov) in accordance with the procedure imposed by the LWDA.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 6, 2025, at Westlake Village, California.



EVAN S. GAINES, ESQ.