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*Attorneys for Plaintiff RIGOBERTO ROSALES
on behalf of all other Aggrieved Employees only*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – GOVERNOR GEORGE DEUKMEJIAN
COURTHOUSE**

RIGOBERTO ROSALES, on behalf of all
other Aggrieved Employees only;

Plaintiff,

vs.

ANDRY SPECIALTY VEHICLES,
INCORPORATED, a California Stock
Corporation, and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24LBCV01332

*[Assigned for all purposes to the Honorable
Nicole M. Heeseman, Dept. S25]*

**STIPULATION AND ~~[PROPOSED]~~ ORDER
GRANTING APPROVAL OF
REPRESENTATIVE PAGA SETTLEMENT
AND ENTERING JUDGMENT THEREON**

*[FILED CONCURRENTLY WITH DECLARATION OF
HAIG B. KAZANDJIAN IN SUPPORT THEREOF]*

Complaint Filed: June 26, 2024
Trial Date: None currently set

FILED
Superior Court of California
County of Los Angeles

06/10/2025

David W. Stryker, Executive Officer / Clerk of Court

By: _____ M. Briel Deputy

1 WHEREAS, “Action” refers to the civil action initiated by Plaintiff Rigoberto Rosales
2 (“Plaintiff”) on June 26, 2024, entitled *Rigoberto Rosales v. Andry Specialty Vehicles,*
3 *Incorporated, and DOES 1 through 50, inclusive*, in the Superior Court of the State of California
4 for the County of Los Angeles, Case No. 24LBCV01332;

5 WHEREAS, the Action is a representative action under the Private Attorneys General
6 Act (the “PAGA”);

7 WHEREAS, Plaintiff and Defendant Andry Specialty Vehicles, Incorporated
8 (“Defendant”) (Plaintiff and Defendant are collectively referred to herein as “the Parties”)
9 recognize that, in accordance with Labor Code section 2699(l), court approval is required in the
10 event of a settlement of a PAGA action on a representative basis;

11 WHEREAS, as explained in *Arias v. Superior Court*, 46 Cal.4th 969 (2009), the Parties
12 are not obligated to follow the class action procedural rules in PAGA cases and therefore need
13 not obtain approval of a settlement through a motion for preliminary or final approval. See also
14 *Mendoza vs. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) (“PAGA authorizes a representative action
15 without the need for class certification.”); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117,
16 1123 (9th Cir. 2014) (“[A] PAGA suit is fundamentally different than a class action” in that
17 “PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees
18 opt out of a PAGA action.”); *Williams v. Sup. Ct.*, 3 Cal.5th 531, 546-547 (2017) (“PAGA does
19 not make other potentially aggrieved employees parties or clients of plaintiff’s counsel, does not
20 impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff
21 or counsel to scrutiny with respect to the ability to represent a large class.”);

22 WHEREAS, the Parties seek to obtain the Court’s approval of the Settlement Agreement
23 and Release of PAGA Claim (“PAGA Settlement Agreement”) and resolve this matter in the
24 most efficient manner possible;

25 WHEREAS, nothing contained herein, nor in effectuating Settlement of the Action, shall
26 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
27 part of Defendant or any of the Released Parties to the PAGA Settlement Agreement. Indeed,
28 Defendant denies and disputes each and every allegation of wrongdoing, including the

1 allegations described herein;

2 WHEREAS, on April 17, 2024, Plaintiff sent the California Labor and Workforce
3 Development Agency (“LWDA”) and Defendant notice of his intent to pursue a representative
4 action against Defendant pursuant to the PAGA, as codified in California Labor Code section
5 2698 et seq., on behalf of the State of California as well as on behalf of a group of allegedly
6 aggrieved employees (“PAGA Notice”);

7 WHEREAS, after a minimum of 65 days passed without a response from the LWDA
8 regarding the PAGA Notice, on June 26, 2024, Plaintiff commenced the instant representative
9 action under the PAGA for alleged Labor Code violations (as further explained herein) on behalf
10 of other allegedly aggrieved employees only;

11 WHEREAS, Plaintiff’s Complaint filed on June 26, 2024 (the “Complaint”), alleged a
12 single cause of action for penalties under the PAGA for alleged violations of failure to pay
13 overtime and double time wages, failure to pay minimum wage, failure to provide rest and meal
14 periods, failure to keep accurate payroll and timekeeping records and provide accurate, itemized
15 wage statements, failure to provide employment records, failure to pay reporting time wages,
16 failure to pay split shift wages, failure to timely pay all wages earned, failure to pay all wages
17 earned upon discharge or resignation, failure to reimburse necessary, business-related expenses,
18 failure to provide notice of paid sick time and accrual, and engagement in other conduct that
19 resulted in violations of the California Labor Code, including but not limited to violations of
20 California Labor Code sections 201, 202, 203, 204, 206, 226, 226.7, 226.8, 246, 432, 510,
21 512(a), 515(a), 558(a), 1174(d), 1174.5, 1182.12 1182.2, 1194, 1197, 1197.1, 1198, 1198.5,
22 2753, 2800, 2802, California Code of Regulations, Title 8, sections 11010, et seq., 11050(5)(A),
23 11050(4)(C), as well as violations of the applicable IWC Wage Order. The Complaint is the
24 operative complaint in the Action (the “Operative Complaint.”). Defendant denies the allegations
25 in the Operative Complaint, denies any failure to comply with the laws identified in in the
26 Operative Complaint and denies any and all liability for the causes of action alleged;

27 WHEREAS, the Parties engaged in informal discovery. Through the informal exchange
28 of information and attendant discussions between the Parties, Plaintiff learned that the number of

1 Aggrieved Employees, which is defined as all current and former non-exempt employees who
2 worked for Defendant in California at any time during the PAGA Period, i.e., from April 22,
3 2023, through May 14, 2025 (the “PAGA Period”), was approximately 51, and the Parties agreed
4 to participate in private mediation. The Parties engaged in informal discovery for mediation
5 purposes, and Plaintiff, by and through his counsel of record, reviewed time and wage records
6 and relevant policies that applied to Defendant’s non-exempt employees in California;

7 WHEREAS, Defendant denies that it has engaged in any unlawful activity, or that it has
8 failed to comply with the law in any material respect, or that it has any liability to anyone under
9 the claims asserted in the Action;

10 WHEREAS, the Parties engaged in a full-day of private mediation on February 13, 2025,
11 with respected wage and hour mediator, Michael D. Young, Esq. After lengthy negotiations
12 during which Plaintiff, represented by his counsel, and Defendant, represented by its counsel,
13 recognized the risks and burdens of continuing with the litigation, the Parties agreed to settle the
14 Action on the terms set out in the PAGA Settlement Agreement attached as **Exhibit 1** to the
15 concurrently filed Declaration of Haig B. Kazandjian (“Kazandjian Decl.”);

16 WHEREAS, after the filing of the Operative Complaint, the Parties engaged in extensive
17 investigation including participating in extensive informal discovery, including but not limited
18 to, informal production of information and documents, including, inter alia: (1) a representative
19 sampling of time and wage records for the Aggrieved Employees; (2) PAGA (and wage
20 statement penalty) group data points, including, for both current and formerly-employed
21 Aggrieved Employees between the start of the PAGA Period (April 22, 2023) and the date of
22 mediation (February 13, 2025), total numbers of Defendant’s Aggrieved Employees and
23 approximate total numbers of PAGA Period pay periods; and wage statements issued to
24 Aggrieved Employees. At mediation, the Parties reached a settlement in principle in light of all
25 known facts and circumstances-including Plaintiff’s and Plaintiff’s Counsel’s recognition of the
26 expense and length of continued proceedings necessary to litigate the case through trial and
27 through any possible appeals. Plaintiff also considered the uncertainty and risk of the outcome of
28 further litigation, and the difficulty and delays inherent in such litigation;

1 WHEREAS, Plaintiff and Plaintiff's Counsel also considered the burdens of proof
2 necessary to establish liability of the claims asserted in the case, both generally and in response
3 to Defendant's defenses, including but not limited to manageability issues due to the different
4 job titles and duties of Aggrieved Employees, and the difficulties in establishing penalties, and
5 other relief sought in the case, particularly where, as here, Plaintiff may face difficulty obtaining
6 the cooperation of Aggrieved Employees who are current employees, given their likely
7 reluctance to aid in the prosecution of a lawsuit against their employer. Plaintiff also considered
8 the existence of the arbitration agreement. Based on the foregoing, Plaintiff and Plaintiff's
9 Counsel determined that the Settlement set forth in the PAGA Settlement Agreement is fair,
10 adequate, and reasonable and is in the best interests of the State of California and of the
11 Aggrieved Employees;

12 WHEREAS, Plaintiff now seeks approval of the PAGA Settlement Agreement, which
13 involves approximately 51 Aggrieved Employees during the PAGA Period;

14 WHEREAS, the Parties have documented the Settlement of the Action in the PAGA
15 Settlement Agreement, which is attached to the Kazandjian Decl., filed herewith, as **Exhibit 1**;

16 WHEREAS, effective on the date when Defendant fully funds the entire Gross
17 Settlement Amount, all Aggrieved Employees will be deemed to release, on behalf of themselves
18 and their respective former and present representatives, agents, attorneys, heirs, administrators,
19 successors and assigns, the Released Parties from all claims for PAGA penalties that were
20 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
21 Complaint and the PAGA Notice which alleged violations of the Labor Code, including but not
22 limited to claims under California Labor Code sections 201, 202, 203, 204, 206, 226, 226.7,
23 226.8, 246, 432, 510, 512(a), 515(a), 558(a), 1174(d), 1174.5, 1182.12, 1182.2, 1194, 1197,
24 1197.1, 1198, 1198.5, 2753, 2800, 2802, California Code of Regulations, Title 8, sections 11010,
25 et seq., 11050(5)(A), 11050(4)(C), as well as violations of the applicable IWC Wage Order, for
26 the PAGA Period;

27 WHEREAS, counsel for all Parties conducted a thorough investigation of both the factual
28 and legal issues affecting the strengths and weaknesses of Plaintiff's alleged claims and potential

1 recovery. Defendant produced information about, among other things, the approximate number
2 of Aggrieved Employees (51) at the time of mediation, the approximate number of PAGA Period
3 pay periods at issue (1,286) through the date of mediation, time and pay records and relevant
4 policies. The Parties also had substantial discussions regarding the core factual and legal issues
5 of the case. This allowed the Parties to reach a reasoned and informed resolution of this matter;

6 WHEREAS, based on their own independent investigations and evaluations, Plaintiff and
7 his counsel are of the opinion that the Settlement for the consideration and on the terms set forth
8 in the attached PAGA Settlement Agreement is fair, reasonable and adequate and is in the best
9 interests of the Plaintiff, the Aggrieved Employees, and the State of California in light of all
10 known facts and circumstances and the risks inherent in litigation, including the potential
11 appellate issues. Plaintiff's Counsel believes that the Gross Settlement Amount is in the best
12 interests of the State of California, and that the Settlement for each Aggrieved Employee is fair,
13 reasonable and adequate, given the inherent risk of litigation;

14 WHEREAS, Plaintiff and his counsel recognize the risks inherent in PAGA actions,
15 including courts' discretion to reduce the amount of civil penalties. See *Thurman v. Bayshore*
16 *Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) ("[U]nder section 2699, subdivision
17 (e)(2) a trial court may exercise its discretion to award lesser penalties based on the enumerated
18 considerations.") (emphasis in original) (internal quotation marks and citations omitted).
19 Specifically, the trial court may reduce the civil penalty if declining to do so "would result in an
20 award that is unjust, arbitrary, oppressive, or confiscatory based on the facts and circumstances
21 of [the] case." *Id.* Courts routinely exercise this discretion in the rare PAGA cases that proceed to
22 trial and obtain a successful verdict. See, e.g., *Fleming v. Covidien Inc.*, 2011 WL 7563047, at *4
23 (C.D. Cal. Aug. 12, 2011) (awarding PAGA penalties of \$500,000.00 instead of maximum
24 recovery of \$2.8 million); cf. *Aguirre v. Genesis Logistics*, 2013 WL 10936035 at *2-*3 (C.D.
25 Cal. Dec. 30, 2013) (after granting summary judgment, awarding PAGA penalty of \$500,000.00
26 instead of maximum recovery of \$1.8 million);

27 WHEREAS, Plaintiff provided notice of the proposed Settlement to the LWDA as
28 required by PAGA. See **Exhibit 5** to the Kazandjian Decl. which contains a true and correct

1 copy of the confirmation that Plaintiff submitted the proposed PAGA Settlement Agreement to
2 the LWDA;

3 WHEREAS, prior to the submission of this Stipulation, the Parties met and conferred and
4 agreed upon a Proposed Order and Final Judgment pursuant to this Stipulation;

5 IT IS HEREBY STIPULATED AND PROPOSED BY THE PARTIES HERETO AS
6 FOLLOWS:

7 The Parties stipulate and jointly propose that the Court approve the fully executed PAGA
8 Settlement Agreement, which includes the following key terms:

9 A. As consideration for the Settlement described herein and the releases of claims
10 contained in the PAGA Settlement Agreement, Defendant agrees to make a payment of
11 \$70,000.00 (the "Gross Settlement Amount"). The Gross Settlement Amount shall include all
12 Individual PAGA Payments to Aggrieved Employees, the LWDA PAGA Payment, the PAGA
13 Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, Plaintiff Rigoberto
14 Rosales' general release and Representative Enhancement Award, and the Administration
15 Expenses Payment. No portion of the Gross Settlement Amount will revert to Defendant.

16 B. The Gross Settlement Amount will be allocated as follows: (a) Plaintiff's
17 Counsel's attorneys' fees up to the requested amount of forty percent (40%) of the Gross
18 Settlement Amount of \$70,000.00, which amounts to \$28,000.00; (b) Plaintiff's Counsel's
19 request for reimbursement of litigation costs in the amount actually incurred of \$15,781.16 (up to
20 \$20,000.00 allocated in the PAGA Settlement Agreement); (c) Plaintiff's General Release and
21 Representative Enhancement Award in the amount of up to \$10,000.00; (d) Administration
22 Expenses Payment of \$3,000.00 to be paid to the Administrator; and (e) the remainder of the
23 Gross Settlement Amount after deducting the items (a) through (d) herein shall be designated as
24 the PAGA Penalties, which is estimated to be \$13,218.84 and will be allocated between the
25 LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i) with seventy-five
26 percent (75%) paid to the LWDA (\$9,914.13) and twenty-five percent (25%) paid to the
27 Aggrieved Employees (\$3,304.71) on a pro-rata basis, which is further explained below. Each
28 Aggrieved Employee's pro-rata share of the PAGA Penalties represents his/her Individual

1 PAGA Payment.

2 C. Individual PAGA Payment Calculation. Plaintiff and the Aggrieved Employees
3 shall receive a pro-rata share of the twenty-five percent (25%) of the PAGA Penalties allocated
4 to Aggrieved Employees (estimated to be \$3,304.71). Plaintiff and each Aggrieved Employee's
5 Individual PAGA Payment shall be determined by multiplying this twenty-five percent 25% of
6 the PAGA Penalties allocated to Aggrieved Employees by the ratio of (a) the number of the
7 Aggrieved Employee's PAGA Period Pay Periods worked by that employee to (b) the total
8 number of PAGA Period Pay Periods worked by all Aggrieved Employees (including Plaintiff).
9 All Individual PAGA Payments made to Aggrieved Employees will be reported on IRS 1099
10 Forms.

11 D. "Effective Date" means the date by when all of the following have occurred: (a)
12 The PAGA Settlement Agreement has been executed by all Parties, Plaintiff's counsel and
13 Defendant's Counsel; (b) the Court enters a Judgment on its Order Approving the PAGA
14 Settlement Agreement; (c) the Judgment is final; and (d) sixty-five (65) calendar days have
15 passed since the Court has entered a final order and Judgment approving the PAGA Settlement
16 Agreement. Provided that there are no interveners, the Judgment is final as of the day the Court
17 enters Judgment. If there are interveners and they object or otherwise delay enforcement of the
18 PAGA Settlement Agreement, the Judgment is final as of the deadline to appeal the Judgment
19 has passed.

20 E. Subject to the Court approval of this Settlement, the payment of the Settlement
21 amounts shall be disbursed as follows:

- 22 • No later than fourteen (14) calendar days after the Effective Date, Defendant will deliver
23 the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
24 spreadsheet.
- 25 • Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the
26 Administrator no later than thirty (30) calendar days after the Effective Date.
- 27 • Within five (5) business days after Defendant funds the Gross Settlement Amount, the
28 Administrator will mail checks for all Individual PAGA Payments to the Aggrieved

Employees, the LWDA PAGA Payment to the LWDA, the Administration Expenses Payment, the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, and any Representative Enhancement Award for Plaintiff. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- The Administrator must conduct an address search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the prior address search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.
- For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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1 If there is a conflict between the language of this Stipulation and the language of the
2 PAGA Settlement Agreement attached to the Kazandjian Decl. as **Exhibit 1**, the language of the
3 PAGA Settlement Agreement shall control.

4
5 Dated: June 9, 2025

HAIG B. KAZANDJIAN LAWYERS, APC

6
7 By: *Elen Sahakyan*
8 Haig Kazandjian, Esq.
9 Cathy Gonzalez, Esq.
10 Elen Sahakyan, Esq.
*Attorneys for Plaintiff Rigoberto Rosales and
all other Aggrieved Employees*

11 Dated: June 9, 2025

JACKSON LEWIS P.C.

12
13 By: 
14 Kathy A. Le, Esq.
15 Jordan Wysocki, Esq.
*Attorneys for Defendant
Andry Specialty Vehicles, Incorporated*

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

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

4. Judgment is hereby entered in accordance with the PAGA Settlement Agreement and this Court shall retain continuing jurisdiction over the construction, interpretation, implementation, and enforcement of the Settlement, in accordance with its terms, and over the administration and distribution of the settlement proceeds pursuant to California Code of Civil Procedure section 664.6 and other applicable law.

06/10/2025

Nicki Ferguson

Honorable Nicole M. Heeseman

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 801 North Brand Boulevard, Suite 1015, Glendale, California 91203.

On June 9, 2025, I served the foregoing document(s) described as: STIPULATION AND [PROPOSED] ORDER GRANTING APPROVAL OF REPRESENTATIVE PAGA SETTLEMENT AND ENTERING JUDGMENT THEREON by method indicated below, on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

SERVICE LIST

Attorneys for Defendant:

Kathy A. Le, Esq.

Kathy.Le@jacksonlewis.com

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JACKSON LEWIS P.C.

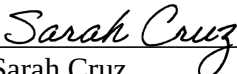
200 Spectrum Center Drive, Suite 500

Irvine, CA 92618

[X] **BY ELECTRONIC MAIL:** I transmitted the foregoing document(s) by electronic mail from sarah@hbklawyers.com to the electronic mail addresses indicated on the attached mailing list. The transmission was reported as complete and without error.

[X] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 9, 2025, at Glendale, California.



Sarah Cruz