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Attorneys for Defendant Seasons Catering, Inc.

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

LAURA ACOSTA, on behalf of herself
and all "aggrieved employees" pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

SEASONS CATERING, INC., a California
corporation, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 2024CUOE033324

[Assigned to Hon. Carla Ortega, Dept. 41]

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

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

Complaint Filed: November 18, 2024
Trial Date: None Set

STIPULATION

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

1. On September 12, 2024, Plaintiff Laura Acosta (“Plaintiff”) transmitted a letter to the California Labor & Workforce Development Agency (“LWDA”) and Defendant Seasons Catering, Inc. (“Defendant”) that Plaintiff alleges 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 minimum and overtime wages due; failure to provide compliant 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 November 18, 2024, Plaintiff filed a Representative Action Complaint in the Superior Court of the State of California for the County of Ventura (the “Operative Complaint”), thereby commencing the instant lawsuit entitled *Laura Acosta v. Seasons Catering, Inc.*, case number 2024CUOE033324 (the “Action”). Plaintiff filed her Complaint on behalf of herself, 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, Plaintiff and Defendant (hereinafter, Plaintiff 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 into the allegations of the Action and potential defenses thereto. The Parties have reached their settlement only after such discovery and investigation were performed. Gaines Decl. at ¶ 9.

1 5. Prior to attending a mediation and during that mediation, Defendant produced
2 extensive information and documents, including, *inter alia*: (1) Plaintiff's personnel files,
3 timekeeping records, payroll records, workers compensation claim files, and other employment
4 related documents; (2) Defendant's employee handbooks, written employment policies, and training
5 materials in effect during the PAGA Period; (3) relevant correspondence between the Parties; (4) a
6 representative randomized sampling of corresponding time and pay records for 25% of Aggrieved
7 Employees; and (5) PAGA group composition data points, including, for both current and formerly-
8 employed Aggrieved Employees between the start of the PAGA Period (September 12, 2023) and
9 the date of mediation (April 3, 2025), total numbers of Aggrieved Employees, total approximate Pay
10 Periods, average hourly rates of pay, and total numbers of Aggrieved Employees who executed
11 arbitration agreements. The Parties attended a mediation with mediator Brandon Coen, Esq. on
12 April 3, 2025, wherein an agreement to settle the Action was reached. Gaines Decl. at ¶ 10.

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

18 7. Based on the information and documents obtained through informal discovery,
19 Plaintiff initially assessed the maximum value of the limited PAGA claims to be released by the
20 PAGA Settlement to be approximately \$129,900 (at the rate of a \$100 penalty for approximately
21 1,299 pay periods at issue, without stacking violations). Gaines Decl. at ¶ 12.

22 8. As set forth in the PAGA Settlement Agreement, the Gross Settlement Amount is
23 \$75,000.00, and includes an apportionment of attorneys' fees and costs, and payment to the
24 Settlement Administrator (there is no enhancement award to Plaintiff). Gaines Decl. at ¶ 13. By a
25 separate confidential agreement, the Parties have resolved all of Plaintiff's non-PAGA individual
26 claims not alleged in the Action through a comprehensive general release in favor of Defendant (the
27 "Confidential Individual Settlement Agreement"). In connection with her general release of all non-
28

1 PAGA individual claims, Plaintiff will be paid a confidential sum, separate from the Gross
2 Settlement Amount.¹ *Id.* Plaintiff's Counsel is not recovering any attorney's fees from Plaintiff's
3 individual settlement. *Id.*

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

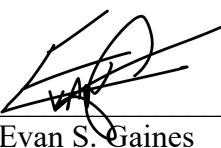
7 10. Plaintiff has submitted a copy of the PAGA Settlement Agreement, together with
8 this Stipulation and Order and Judgement, and the Declaration of Evan S. Gaines, to the LWDA as
9 required by PAGA. Gaines Decl. at ¶ 14; **Exhibit E**.

10 11. The Parties request that the Court enter the below order approving the PAGA
11 Settlement, as permitted by Labor Code § 2699(s), and entering Judgment in accordance with the
12 terms and conditions of the PAGA Settlement Agreement. Gaines Decl. at ¶ 15.

13 **IT IS SO STIPULATED.**

14 Dated: May 6, 2025

GAINES LAW CORPORATION

15
16 By: 
17 Evan S. Gaines
Attorney for Plaintiff Laura Acosta

18 Dated: May 5, 2025

O'HAGAN MEYER LLP

19
20 By:  
21 Katherine C. Den Bleyker, Esq.
22 William B. Richards, Jr., Esq.
23 Kris Khodaverdian, Esq.
24 Attorneys for Defendant Seasons Catering, Inc.

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

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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: _____

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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 May 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:

Katherine C. Den Bleyker, Esq.
William B. Richards, Jr., Esq.
Kris Khodaverdian, Esq.
O'HAGEN MEYER LLP
550 S. Hope Street, Suite 2400
Los Angeles, CA 90071
wrichards@ohaganmeyer.com
kdenbleyker@ohaganmeyer.com
kkhodaverdian@ohaganmeyer.com
TArmendariz@ohaganmeyer.com

 X (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.

 X (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 May 6, 2025, at Westlake Village, California.

EVAN S. GAINES, ESQ.