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16 Attorneys for MARK FRANKLIN, on behalf of himself,  
17 all others similarly situated, and on behalf of the general public

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
19 **FOR THE COUNTY OF KERN**  
20

21 MARK FRANKLIN, on behalf of himself, all  
22 others similarly situated, and on behalf of the  
23 general public,

24 Plaintiffs,

25 vs.

26 DESERT HAVEN ENTERPRISES, INC., and  
27 DOES 1-100, inclusive,

28 Defendants.

Case No.: BCV-23-101153 DRZ

[Assigned for All Purposes to the  
Honorable David Zuffa, Division J]  
Gregory Pulskamp

**JOINT STIPULATION TO AMEND  
TERMS OF SETTLEMENT  
AGREEMENT PARAGRAPH 58(A)  
REGARDING CALCULATION OF  
WORKWEEKS; [PROPOSED] ORDER**

Complaint Filed: June 12, 2023  
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 COMES NOW, Defendant DESERT HAVEN ENTERPRISES, INC., and Plaintiff MARK  
3 FRANKLIN (“Plaintiff”), by and through their respective attorneys of record (collectively, the  
4 “Parties”), and hereby jointly stipulate, based on good cause, that the settlement agreement and all  
5 corresponding motions, proposed orders and other pleadings be amended to correct a scrivener’s  
6 error. Accordingly, the Parties stipulate as follows:

7 **RECITALS**

8 **WHEREAS**, Plaintiff filed this action in the California Superior Court for the County of  
9 Kern on April 13, 2023. Plaintiff’s complaint asserts violations of the California Labor Code for  
10 Defendant’s (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3)  
11 failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to adopt a  
12 compliant sick pay/paid time off policy; (6) knowing and intentional failure to comply with itemized  
13 employee wage statement provisions; (7) failure to pay all wages due at the time of termination of  
14 employment; (8) failure to reimburse business expenses; and (9) violation of Unfair Competition  
15 Law. Plaintiff filed his complaint on behalf of himself and a putative class comprised of hourly, non-  
16 exempt employees who worked for Defendant in California;

17 **WHEREAS**, on June 2, 2023, Defendant filed a notice of removal to federal court. The  
18 Parties stipulated to remand the action back to this Court on July 12, 2023;

19 **WHEREAS**, on June 12, 2023, Plaintiff filed an action against Defendant that alleges causes  
20 of action under the Private Attorneys General Act of 2004 (“PAGA”). This case has been designated  
21 with Case No. BCV-23-101829. The underlying conduct in this action and the PAGA action are the  
22 same;

23 **WHEREAS**, on October 3, 2023, this Court consolidated Plaintiff’s PAGA Case No. BCV-  
24 23-101829 with Case No. BCV-23-101153, and ordered that Case No. BCV-23-101153 will be the  
25 lead case;

26 **WHEREAS**, the parties scheduled a mediation with respected wage and hour, class action  
27 mediator, Mark Rudy. That mediation took place on January 16, 2024;

28 **WHEREAS**, the matter did not settle at mediation. Thereafter, the Parties continued to

1 engage in post-mediation negotiations at arms-length;

2       **WHEREAS**, as a result of these continued settlement discussions, all of which were  
3 facilitated through the mediator, the parties were able to reach a settlement, which was reduced to an  
4 MOU that was executed on April 18, 2024;

5       **WHEREAS**, the parties executed a longform settlement agreement on May 7, 2024;

6       **WHEREAS**, Plaintiff filed his Motion for Preliminary Approval of Class and PAGA Action  
7 Settlement with this Court on or about May 29, 2024;

8       **WHEREAS**, this Court approved Plaintiff’s Motion for Preliminary Approval of Class and  
9 PAGA Action Settlement with this Court on or about June 28, 2024;

10       **WHEREAS**, the terms of Paragraph 58(A) of the longform settlement agreement contained  
11 an erroneous calculation of affected workweeks of 82,055 due to a scrivener’s error;

12       **WHEREAS**, the Parties desire to amend the total number of affected workweeks contained  
13 in Paragraph 58(A) of the longform settlement agreement to 92,055 so as to accurately reflect the  
14 intent of the Parties at the time of their execution of the longform settlement agreement;

15       **WHEREAS**, it is in the best interest of judicial economy, as well as the time and expense to  
16 the Parties, to stipulate to amend the total number of affected workweeks contained in Paragraph  
17 58(A) of the longform settlement agreement to 92,005, there is good cause for approval of this  
18 stipulation by and between the Parties by this Court;

19       **WHEREAS**, this is a joint stipulation, and none of the Parties will be prejudiced if  
20 stipulation to amend the total number of affected workweeks contained in Paragraph 58(A) of the  
21 longform settlement agreement to 92,005 is granted;

22       **NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between  
23 the Parties’ respective attorneys of record, subject to the Court’s approval, as follows:

24       1.       That the total number of affected workweeks contained in Paragraph 58(A) of the  
25 longform settlement agreement submitted to this Court as part of Plaintiff’s Motion for Preliminary  
26 Approval of Class Action and PAGA Settlement be amended to 92,005, so as to accurately reflect  
27 the intent of the Parties at the time of their execution of the longform settlement agreement.

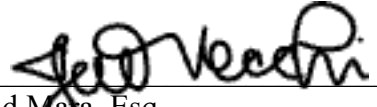
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**IT IS STIPULATED:**


Dated: August 14, 2024

**MARA LAW FIRM, PC**

By:   
David Mara, Esq.  
Jill Vecchi, Esq.  
Representing Plaintiff MARK FRANKLIN,  
on behalf of himself, all others similarly situated,  
and on behalf of the general public

DATED: August 14, 2024

**KOEGLE LAW GROUP, APC**

  
By: \_\_\_\_\_  
Brian E. Koegle, Esq.  
Lucas E. Rowe, Esq.  
Ransom D. Boynton, Esq.  
Attorneys for Plaintiff / Defendant  
  
DESERT HAVEN ENTERPRISES, INC.

1 **PROPOSED ORDER**

2 Pursuant to the stipulation of all counsel and good cause showing:

3 1. That the total number of affected workweeks contained in Paragraph 58(A) of the  
4 longform settlement agreement submitted to this Court as part of Plaintiff’s Motion for Preliminary  
5 Approval of Class Action and PAGA Settlement is amended to 92,005, so as to accurately reflect the  
6 intent of the Parties at the time of their execution of the longform settlement agreement.

7  
8 **IT IS SO ORDERED**

9 Date: \_\_\_\_\_

10 \_\_\_\_\_  
11 Honorable ~~David Zulfa~~  
12 **Gregory Pulskamp**

1 **PROOF OF SERVICE**

2 *Mark Franklin v. Desert Haven Enterprises, et al.*

3 **Case No: BCV-23-101153**

4 I am employed in the County of Los Angeles, State of California. I am over the age of  
5 eighteen years and not a party to the action. My business address is 27240 Turnberry Lane, Suite  
6 200 Valencia, California 91355. My electronic service address is: [dmartinez@koeglelaw.com](mailto:dmartinez@koeglelaw.com).

7 On August 14, 2024, I served the document(s) on the interested parties in this action as  
8 follows:

9 **JOINT STIPULATION TO AMEND TERMS OF SETTLEMENT AGREEMENT**  
10 **PARAGRAPH 58(A) REGARDING CALCULATION OF WORKWEEKS; [PROPOSED]**  
11 **ORDER**

12 By placing  the original  a true copy thereof enclosed in a sealed envelope addressed as follows:

13 **(SEE ATTACHED SERVICE LIST)**

14  **BY ELECTRONIC TRANSMISSION.** Based on a court order or an agreement of the parties  
15 to accept service by electronic transmission, I caused the document to be sent to the persons at  
16 the e-mail addresses listed herein. I did not receive, within a reasonable time after the  
17 transmission, any electronic message or other indication that the transmission was unsuccessful.

18  **BY PERSONAL DELIVERY:** An attorney service placed the original of the foregoing  
19 document in a sealed envelope addressed to the party listed below, and caused such envelope to  
20 be delivered by hand to the office of the addresses.

21  **BY MAIL:** The envelope was mailed with postage thereon fully prepaid. I am “readily  
22 familiar” with the firm’s practice of collection and processing correspondence for mailing.  
23 Under that practice it would be deposited with the U.S. postal service on that same day with  
24 postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I  
25 am aware that on motion of the party served, service is presumed invalid if the postal  
26 cancellation date or postage meter date is more than one day after service of deposit for mailing  
27 in affidavit.

28  [State] I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct.

Executed on August 14, 2024, at Los Angeles, California.



Daniel Martinez

