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Attorneys for Plaintiff Brandi Pimentel, on behalf of herself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

BRANDI PIMENTEL, on behalf of herself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

WESTMONT LIVING, INC., a California
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: C20-00694

Assigned to the Hon. Steve K. Austin, Dept. 33

**STIPULATION AND [PROPOSED]
ORDER APPROVING SETTLEMENT OF
CLAIMS AND DISMISSING ACTION
WITH PREJUDICE**

Complaint Filed: April 16, 2020

STIPULATION

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

1. Whereas, Plaintiff Brandi Pimentel (“Plaintiff”), filed this representative action, pursuant to the Labor Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, “PAGA”) April 16, 2020, after complying with the administrative requirements set forth in Labor Code § 2699.3 (Declaration of Daniel F. Gaines [“Gaines Decl.”] at ¶ 3; Exhibit “A” to Gaines Decl.).

2. Whereas, Plaintiff’s PAGA action alleges that Defendant Westmont Living, Inc. (“Defendant”) failed to timely compensate her and other similarly aggrieved employees, in violation of Labor Code §§ 201, 202, 204 and 210; failed to provide compliant wage statements, in violation of Labor Code §§ 226(a) and 226.3; failed to provide legally compliant rest periods, in violation of Labor Code § 226.7; and failed to provide legally compliant meal periods, in violation of Labor Code §§ 226.7 and 512. (Gaines Decl. at ¶ 4.)

3. Whereas, the parties have conducted informal discovery through which they ascertained the size of the allegedly aggrieved employee group and the number of pay periods worked by them during the applicable statutory period to ascertain the total potential value of Plaintiff’s claims. (Gaines Decl. at ¶ 5.)

4. Whereas, the parties thereafter engaged in arm’s-length negotiations – including a full-day mediation with Marc Feder, Esq., a highly respected mediator in employment law – and reached a resolution of the PAGA claims asserted in the action. Based on discovery completed, Plaintiff was informed by Defendant that there are approximately 163 aggrieved employees who worked a total of 3,081 pay periods between January 28, 2019 and January 6, 2021. Based thereon, Plaintiff assessed the maximum value of the penalty claims asserted is approximately \$308,100 and the amount of the settlement is \$123,240, which is a fair and appropriate recovery of penalties in this Action. (Gaines Decl. at ¶ 6.)

5. Whereas, based on his extensive experience litigating over 100 representative actions, counsel for Plaintiff believes the settlement here is fair and reasonable and warrants approval by the Court. (Gaines Decl. at ¶¶ 2-5; Exhibit “C” to Gaines Decl.)

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1 6. Whereas, the parties request that the Court enter the accompanying order, approving
2 their Settlement Agreement (attached to the Gaines Declaration as Exhibit "B"), as permitted by
3 Labor Code § 2699(l), and dismissing the Action with prejudice.

4 **IT IS SO STIPULATED.**

5 For Plaintiff:

6 GAINES & GAINES, APLC

7
8 By: Daniel F. Gaines
9 Daniel F. Gaines, Esq.

For Defendant:

FISHER & PHILLIPS LLP

By: 
Christopher C. Hoffman, Esq.
Miranda R. Watkins

ORDER

The Court, having reviewed the parties' Settlement Agreement (the "Settlement" or "Settlement Agreement") attached as Exhibit "B" to the concurrently-filed Declaration of Daniel F. Gaines, together with the Stipulation of the Parties and the Declaration of Daniel F. Gaines, and exhibits attached thereto, hereby ORDERS:

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.

2. The Court approves the payments to be paid to the "Aggrieved Employees" and the State of California as set forth in the Settlement, pursuant to Labor Code § 2699(l). For purposes of the Settlement, "Aggrieved Employees" includes all individuals who worked for Defendant in California, as hourly, non-exempt employees at any time between February 10, 2019 and January 7, 2021.

3. The Court approves Defendant to make all payments to Plaintiff and Plaintiff's counsel, and for Defendant to mail each Aggrieved Employee his/her settlement check, based on the terms and timelines set forth in the Settlement.

4. The Court approves and confirms the release and waiver of claims for Plaintiff, Aggrieved Employees, and the State of California, as provided for in the Settlement Agreement.

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

6. This Action is hereby DISMISSED WITH PREJUDICE.

7. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of LOS ANGELES, State of California. I am over the age of 18 and not a party
3 to the within action; my business address is 27200 Agoura Road, Suite 101, Calabasas, CA 91301

4 _____ (For messenger) my business address is:

5 On February 2, 2021, I served the foregoing document described as (1) **DECLARATION OF DANIEL F.**
6 **GAINES IN SUPPORT OF STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF**
7 **CLAIMS, PERMITTING PLAINTIFF LEAVE TO FILE A FIRST AMENDED COMPLAINT, AND**
8 **DISMISSING ACTION WITH PREJUDICE and (2) STIPULATION AND [PROPOSED] ORDER**
9 **APPROVING SETTLEMENT OF CLAIMS AND DISMISSING ACTION WITH PREJUDICE** on the interested
10 parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

11 **Christopher C. Hoffman, Esq.**
12 **Fisher & Phillips LLP**
13 **4747 Executive Drive**
14 **Suite 1000**
15 **San Diego, CA 92121**

16 **Labor & Workforce Development Agency**
17 **(Service via Online Submission to www.dir.ca.gov)**

18 x (BY ☒ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
19 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection
20 and processing correspondence for mailing. It is deposited with United States postal service on that same
21 day in the ordinary course of business. I am aware that on motion of party served, service is presumed
22 invalid if postal cancellation date or postage meter date is more that one day after date of deposit for
23 mailing in affidavit.

24 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
25 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an
26 authorized carrier or driver authorized by the express carrier to receive documents.

27 _____ (BY FACSIMILE TRANSMISSION) On _____, at _____ a.m./p.m., at Calabasas, California, I served
28 the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule
2008 of the California Rules of Court. The telephone number of the sending facsimile machine was
(818)703-8984 and the telephone number(s) of the receiving facsimile machine was (____) ____ - _____. A
transmission report was properly issued by the sending facsimile machine, and the transmission was
reported as complete and without error. Copies of the facsimile transmission cover sheet and the
transmission report are attached to this proof of service.

29 x (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic
30 transmission via email on the counsel of record listed above.

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

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

33 Executed on February 2, 2021, at Calabasas, California.

34 *Amelia Booth*
35 AMELIA BOOTH