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7 Attorneys for Plaintiff Tarik Bob, on behalf of himself and all “aggrieved employees” pursuant to
8 Labor Code § 2698 *et seq.*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 TARIK BOB, on behalf of himself and all
12 “aggrieved employees” pursuant to Labor
13 Code § 2698 *et seq.*,

14 Plaintiff,

15 vs.

16 COMPASS CALIFORNIA, INC. a
17 Delaware corporation, and DOES 1
through 10, inclusive,

18 Defendants.

CASE No. 20SMCV00757

*Assigned for All Purposes to Judge Elaine
Mandel, Dept. P*

UNLIMITED JURISDICTION

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

Complaint Filed: June 1, 2020

STIPULATION

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

1. Plaintiff filed this representative action, pursuant to the Labor Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, “PAGA”) on June 1, 2020 alleging multiple violations of the Labor Code, after complying with the administrative requirements set forth in Labor Code § 2699.3 on March 25, 2020 (Declaration of Evan S. Gaines [“Gaines Decl.”] at ¶ 3; Exhibit “A” to Gaines Decl.).

2. Whereas, the parties thereafter conducted informal discovery through which they ascertained the size of the aggrieved employee group and the number of pay periods worked by them during the applicable statutory period to ascertain the total value of Plaintiff’s claims (Gaines Decl. at ¶ 4.).

3. Whereas, the parties thereafter engaged in arm’s-length negotiations and reached a resolution of the PAGA claims asserted in the action. Based on discovery completed, the maximum value of the penalty claims asserted for the time period reviewed, without stacking multiple alleged violations, is \$133,100 and the amount of the settlement is \$250,000, or nearly 188% of the maximum recoverable penalties (based on approximately 1,331 affected pay periods worked by 65 Aggrieved Employees at the rate of \$100 each, without stacking penalties) (Gaines Decl. at ¶ 5.).

4. Whereas, the parties have entered into a settlement agreement to resolve the PAGA claim on behalf of plaintiff Tarik Bob and all non-exempt employees who currently work for Compass California, Inc., Compass California II, Inc. and/or Compass California III, Inc. within the State of California, or who formerly worked for Compass California, Inc., Compass California II, Inc. and/or Compass California III, Inc. within the State of California between March 25, 2019 through the date on which the Court approves this Settlement. (Gaines Decl. at ¶ 6).

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

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

4 **IT IS SO STIPULATED.**

5 For Plaintiff:
6 GAINES & GAINES, APLC

For Defendant:
HOPKINS & CARLEY

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8 By: Evan S. Gaines
9 Evan S. Gaines, Esq.

By: Daniel F. Pyne
Daniel F. Pyne III

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1. The Court finds the Settlement Agreement and Release 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. The Court approves and confirms the release and waiver of claims and rights under PAGA as to Plaintiff, all Aggrieved Employees, and the LWDA, as provided for in the Settlement Agreement and Release.

5. This Action is hereby DISMISSED WITH PREJUDICE.

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1 6. This Court shall retain jurisdiction, pursuant to Code of Civil Procedure section
2 664.6 and as otherwise provided by law, with respect to all matters related to the administration
3 and consummation of the Settlement Agreement and Release, and any and all claims asserted in,
4 arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters
5 related to the settlement and the determination of all controversies relating thereto.

6 **IT IS SO ORDERED.**

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8 Dated: _____

JUDGE OF THE SUPERIOR COURT

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