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16 Copy Partners, LLC

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

LACOLE WASHINGTON, an individual,

Plaintiff,

vs.

**BAY BRIDGE COPY PARTNERS, LLC, a
limited liability company; and DOES 1-100,
inclusive,**

Defendants.

Case No.: CIV-2001711

**STIPULATION OF SETTLEMENT UNDER
PRIVATE ATTORNEYS GENERAL ACT OF
2004; [PROPOSED] ORDER**

The Parties hereto, Plaintiff LaCole Washington ("Plaintiff"), as a proxy for the Labor and Workforce Development Agency ("LWDA"), and Defendant Bay Bridge Copy Partners, LLC ("Defendant"), by and through their respective counsel of record, hereby stipulate and agree as

1 follows:

2 1. WHEREAS, on April 10, 2020, counsel for Plaintiff sent notice ("LWDA Letter")
3 to the LWDA and Defendant alleging violations of Labor Code sections 201, 226, 226.7, 510, 512,
4 1182.12, and 1197 alleged to have occurred during Plaintiff's employment with Defendant on
5 behalf of Plaintiff and other purported aggrieved employees.

6 2. WHEREAS, on June 30, 2020, Plaintiff filed this action, alleging individual claims
7 and also a claim under the Private Attorneys General Act ("PAGA"), seeking to recover civil
8 penalties for the aforementioned alleged violations of the Labor Code.

9 3. WHEREAS, subsequent to the filing of this action, Plaintiff has propounded
10 discovery regarding the number of California employees believed to have been affected by the
11 alleged violations during the relevant time period. At the time the Parties negotiated this PAGA
12 Settlement, the total number of aggrieved employees was 71.

13 4. Whereas, Defendant denies Plaintiff's allegations, both on factual and legal bases.

14 5. WHEREAS, the Parties engaged in settlement negotiations through their respective
15 attorneys: John P. Briscoe, a shareholder of Mayall Hurley P.C. and a member of that firm's
16 employment litigation group; and Kristen Hayes Kuse of Integrated General Counsel P.C., both
17 experienced litigators with knowledge of employment law and the PAGA.

18 6. WHEREAS, the Parties have reached agreement on the terms of settlement
19 regarding the PAGA claims (and also Plaintiff's individual claims, by way of a separate,
20 confidential settlement agreement).

21 7. WHEREAS, Defendant, subsequent to receiving Plaintiff's LWDA Letter and
22 without admitting any liability or fault, modified its wage statement practices related to the claims
23 at issue to avoid further potential exposure or liability to the claims in the notice to the LWDA or as
24 set forth in the operative Complaint.

25 8. WHEREAS, Labor Code section 2699(l) requires that the court review and approve
26 any proposed settlement agreement pursuant to PAGA.

27 9. WHEREAS, Plaintiff and Plaintiff's counsel concluded—after taking into account

1 the sharply disputed factual and legal issues involved in the Action, the risks attending further
2 prosecution, the discovery and investigation conducted to date, and the substantial benefits
3 received and to be received pursuant to the compromise and settlement of the Action, the nature of
4 the claimed violations and the wide discretion of the Court to reduce civil penalties imposed—that
5 settlement on the terms herein set forth is in the best interest of all interested parties, including the
6 LWDA and that the settlement adequately serves the deterrent purposes of the PAGA.

7 10. WHEREAS, Plaintiff and Plaintiff’s counsel have balanced their evaluation of the
8 validity and strength of the asserted claims against the problems of proof and the legal standards
9 governing the claims alleged. Based on this evaluation, Plaintiff’s counsel believes that the
10 settlement reached satisfies the public policies of PAGA to punish past violations and deter future
11 violations of the Labor Code.

12 11. WHEREAS, consistent with this Stipulation, and subject to approval thereof and
13 performance of the terms herein, Plaintiff will stipulate to the dismissal with prejudice of all claims
14 against Defendant under PAGA.

15 12. WHEREAS, similarly, although Defendant disputes all allegations and causes of
16 action in the Action, Defendant agreed to this settlement without any admission of fault or liability.
17 Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements,
18 discussions or communications, nor any materials prepared, exchanged, issued, or used during the
19 course of the negotiations leading to this Agreement, is intended by the Parties to constitute, nor
20 will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case
21 or any judicial, arbitral, administrative, investigative, or other forum or proceeding as evidence of
22 any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive
23 order, or any obligation or duty at law or in equity, by Defendant or any other Released Party.

24 13. WHEREAS, the Parties hereby agree to settle the PAGA claims at issue in the
25 Action (“the PAGA Settlement” or “Settlement”) for a total payment of \$20,000.

26 14. WHEREAS, the persons covered by this PAGA Settlement will be as follows:

27 a. With regard to alleged violations of Labor Code section 226, all persons who

1 worked for Defendant in California at any time from April 26, 2019 to the date
2 of this stipulated order.

- 3 b. With regard to alleged violations of Labor Code sections 201, 226.7, 510, 512,
4 1182.12, 558 and 1197, all persons who worked for Defendant in California as
5 store managers or assistant managers and who were classified and paid as
6 exempt from overtime pay, at any time from April 26, 2019 to the date of this
7 stipulated order.

8 15. The time period covered by this PAGA Settlement will be from April 26, 2019 through
9 the effective date of this order ("the PAGA Timeframe"). The Released Parties include Defendant
10 and its past, present and/or future parent companies, subsidiaries, divisions, related or affiliated
11 companies, officers, directors, shareholders, employees, agents, operators, principals, owners,
12 heirs, spouses, beneficiaries, representatives, accountants, auditors, consultants, insurers and
13 reinsurers, successors and predecessors in interest, subsidiaries, affiliates, members, divisions,
14 fiduciaries, trustees, partners, shareholders, investors, benefit plans, parents, and any individual or
15 entity that could be jointly liable with Defendants, and attorneys, if any, as well as each of any past,
16 present and/or future parent companies, subsidiaries, divisions, and related or affiliated companies'
17 current and former directors, officers, partners, shareholders, members, owners, insurers,
18 employees, attorneys, agents, successors, and assigns (hereinafter collectively referred to as the
19 "Released Parties"). Upon the Effective Date (the date of this stipulated order), the LWDA and
20 each of the Aggrieved Employees, including Plaintiff, hereby voluntarily and knowingly releases
21 and forever discharges all claims under PAGA as set forth in section 13, *supra*, including all
22 known or unknown claims for civil penalties, attorneys' fees, costs, interest, incentive fees, or any
23 other relief under PAGA arising out of the Wage Orders or Labor Code claims and allegations
24 expressly pleaded in the notice to the LWDA or Complaint or such claims or allegations that could
25 have been based on the facts pleaded in the notice to the LWDA or Complaint, from April 26, 2019
26 through the date of this order.

- 27 16. This waiver shall not operate as a waiver of any of Plaintiff's individual (i.e., non-

1 PAGA) claims, which are being resolved by a separate and related agreement.

2 17. WHEREAS, the sum of \$20,000 (the "Gross PAGA Settlement Sum") shall be
3 allocated as follows:

- 4 a. \$6,666, representing approximately 33 1/3% of the Gross PAGA Settlement
5 Sum as attorneys' fees incurred for prosecution of the PAGA claim;
- 6 b. \$749, representing litigation costs incurred in prosecuting the PAGA claim;
- 7 c. An amount not to exceed \$1,900.00, for costs of administering the Gross PAGA
8 Settlement Sum (the Parties have selected Phoenix Settlement Administrators as
9 the "Settlement Administrator"); and
- 10 d. The remaining amount after all deductions from the Gross PAGA Settlement
11 Sum of approximately \$10,685 representing the amount of the net PAGA
settlement sum (the "Net PAGA Settlement Sum").

12 The Net PAGA Settlement Amount will be further allocated as follows:

- 13 e. 25 percent (25%) of the Net PAGA Settlement Sum will be distributed by the
14 settlement administrator to the Aggrieved Employees who worked during the
15 PAGA Timeframe. (These payments are referred to as "Individual Settlement
16 Payments.") The Net PAGA Settlement Sum shall first be divided as follows: 67
17 percent shall be allocated to all persons who worked for Defendant in California
18 as store managers or assistant managers and who were classified and paid as
19 exempt from overtime pay, at any time from April 26, 2019 to the date of this
20 stipulated order; 33 percent shall be allocated to all other persons who were
21 employed by Defendant in California from April 26, 2019 to the date of this
22 stipulated order. Each Aggrieved Employee shall then receive a proportional
23 share of the Net PAGA Settlement Sum based on the number of pay periods
24 he/she was employed during the PAGA timeframe. The Settlement
Administrator will send each Aggrieved Employee their portion of the
settlement by mail to the last known address as provided by Defendant.
Settlement checks issued to the Aggrieved Employees pursuant to this
Agreement shall expire 180 days from the date they are issued. Any unclaimed
funds after 180 days shall be remitted to the LWDA.
- 25 f. 75 percent (75%) of the Net PAGA Settlement Sum shall be paid to the LWDA
26 in accordance with Section 2699(i) of the California Labor Code.

27 18. The Settlement Administrator shall distribute the Gross PAGA Settlement Sum and
28 otherwise administer this Settlement. As a condition of appointment, the Settlement Administrator
agrees to be bound by this Agreement with respect to the performance of its duties and its

1 compensation. The Settlement Administrator's duties include preparing, printing, and mailing a
2 Notice Packet to the Aggrieved Employees (as set forth below), issuing the settlement checks to
3 effectuate this Settlement, and otherwise administering the Settlement.

4 19. Plaintiff shall comply with all requirements under the PAGA regarding the timely
5 submission of all required materials to the LWDA including that Plaintiff shall submit a copy of
6 the order providing for or denying an award of civil penalties within 10 calendar days of entry of
7 the dismissal and/or Order, in compliance with Labor Code section 2699(1)(3).

8 20. Provided that the Court's approval of this Settlement is consistent with the material
9 terms of this Agreement, PLAINTIFF, DEFENDANT and their respective counsel hereby waive
10 any and all rights to appeal the approval of the Stipulated Settlement, and the Order therefore will
11 become non-appealable at the time it is entered.

12 21. WHEREAS, on the condition that the Court approves this Stipulation and enters the
13 attached Order: the PAGA Settlement Sum will be paid as follows:

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- 15 a. Within five (5) business days after the PAGA Settlement is approved by the
16 Court, Plaintiff's counsel shall provide the Settlement Administrator a copy of
17 the Court's order approving the PAGA Settlement.
- 18 b. Within ten (10) business days after the PAGA Settlement is approved by the
19 Court, the Settlement Administrator shall provide Defendant with wire transfer
20 information and an accounting required.
- 21 c. Within ten (10) business days after the Settlement Administrator provides
22 Defendant with wire transfer information, Defendant will wire the Gross PAGA
23 Settlement Sum to the Settlement Administrator.
- 24 d. Also, within ten (10) business days after the Settlement Administrator provides
25 Defendant with wire transfer information, Defendant will provide the Settlement
26 Administrator with (1) the names, last known addresses, and social security
27 numbers of all Aggrieved Employees; and (2) the pay period information for
28 each Aggrieved Employee. This information will remain confidential and will
not be disclosed to anyone, except in order to carry out the PAGA Settlement,
pursuant to Defendant's express written authorization, or by order of the Court.
- e. The Court-approved LWDA payment, attorneys' fees and costs, and payments
to the Aggrieved Employees with Notice Packet shall be paid within three (3)

business days after Defendant wires the Gross PAGA Settlement Sum to the Settlement Administrator.

f. With regard to the Aggrieved Employees with the exception of Plaintiff (whose payment will be sent to Plaintiff's counsel), their Individual Settlement Payments shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee's address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. A letter explaining this Settlement Agreement ("Notice Packet") will be included in the mailing of each Aggrieved Employee's check. It will be conclusively presumed that an Aggrieved Employee's check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check.

g. Each of the payments set forth above will be reported on IRS Form 1099s. Plaintiff and the Aggrieved Employees shall be solely responsible for the reporting and payment of their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this Agreement, and shall hold Defendant and Defendant's counsel free and harmless from any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes. No party has made any representation to any of the other Parties as to the taxability of any payments pursuant to this agreement, including the payments to Plaintiff and the Aggrieved Employees, the payments to Plaintiff's counsel, or otherwise as to the tax implications of any provision of this Agreement.

22. The Parties jointly request that the Court approve the penalties sought as part of the PAGA Settlement.

23. This Stipulation is made for the sole purpose of settling this action. This Stipulation and the settlement it evidences are made in compromise of disputed claims. The Parties acknowledge that this Stipulation of Settlement shall not be construed as an admission of liability whatsoever by any Party, or by any officers, directors, agents, or employees of Defendant. Because this action was pleaded as a PAGA action, this Stipulation must receive approval by the Court. Accordingly, the Parties enter into this Stipulation and associated settlement on a conditional basis. If the Court does not enter an order granting approval of the Stipulation, the Parties shall request leave and work jointly to attempt to remedy the PAGA settlement in order to obtain the Court's approval. . A modification of amounts payable in attorneys' fees or expenses shall not be deemed a

1 material modification of the Stipulated Settlement.

2 24. The Parties agree to cooperate in obtaining an order from the Court approving this
3 Stipulation and the associated settlement from the Court. The Parties further agree to fully
4 cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to
5 be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are
6 otherwise reasonably necessary to the approval and implementation of this Stipulation and shall
7 otherwise use their respective best efforts to obtain approval of and implementation of this
8 Stipulation and the associated settlement.

9 25. The Parties and their counsel agree that they will not issue any press releases,
10 initiate any contact with the press, respond to any press inquiry or have any communication with
11 the press about the fact, amount or terms of this Stipulation. In addition, the Parties and their
12 counsel agree that they will not engage in any advertising or distribute any marketing materials
13 relating to this Stipulation or this action in any manner that identifies Defendant, including but not
14 limited to any postings on any websites maintained by Plaintiff's counsel. Neither Plaintiff nor
15 Plaintiff's Counsel will discuss the terms or the fact of this Agreement with third parties other than
16 (1) their immediate family members, or (2) their respective accountants or lawyers as necessary for
17 tax purposes. Plaintiff and Plaintiff's Counsel agree not to publish any of the terms or conditions
18 of this Stipulation in any manner that identifies Defendant.

19 26. Defendant agrees not to oppose Plaintiff's requests for attorneys' fees in the amount
20 set forth in Paragraph 16. The Parties agree that if the Court approves an amount of attorneys' fees
21 less than the amount set forth in Paragraph 16, the unapproved portion or portions shall revert to
22 the Net PAGA Settlement Amount to be distributed between the Aggrieved Employees and the
23 LWDA in the same percentages as set forth in Paragraph 16.

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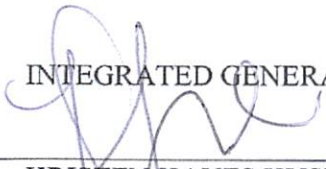
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IT IS SO STIPULATED.

DATED: June 7, 2021

MAYALL HURLEY P.C.
By: 
JOHN P. BRISCOE
Attorneys for Plaintiff
LACOLE WASHINGTON

DATED: June 8, 2021

INTEGRATED GENERAL COUNSEL, P.C.
By: 
KRISTEN HAYES KUSE
Attorneys for Defendant
BAY BRIDGE COPY PARTNERS, LLC

1 **[PROPOSED] ORDER**

2 Upon review of the foregoing stipulation entered into by and between the Parties in the
3 above-referenced action, and good cause appearing therefor,

4 **IT IS HEREBY ORDERED** that the foregoing stipulation is hereby approved and the
5 Court approves the Parties' PAGA Settlement pursuant to Labor Code § 2699(l).

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7 **DATED:**

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9 Judge of the Superior Court
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