

Justin Toobi, Esq. (SBN:296174)
724 S. Spring St., Suite 201
Los Angeles, CA 90014
Telephone: (310) 435-9407

Attorney for Plaintiff
TIMOTHY SHOCKLEY

CHRISTOPHER C. HOFFMAN, SBN 176334
Email: choffman@fisherphillips.com
FISHER & PHILLIPS LLP
4747 Executive Drive, Suite 1000
San Diego, California 92121
Telephone: (858) 597-9610
Facsimile: (858) 597-9601

CHRISTOPHER S. ALVAREZ, SBN 294795
E-Mail: calvarez@fisherphillips.com
FISHER & PHILLIPS LLP
621 Capitol Mall, Suite 1400
Sacramento, California 95814
Telephone: (916) 210-0400
Facsimile: (916) 210-2401

Attorneys for Defendants
SANBORN CHEVROLET, INC. and KINI SANBORN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

Timothy Shockley, an individual,

Plaintiff,

v.

Sanborn Chevrolet, Inc., a California
corporation; Kini Sanborn, an individual; and
Does 1-10, inclusive,

Defendants.

CASE NO.: STK-CV-UOE-2020-0008611
[Unlimited Jurisdiction]

*[Assigned for all purposes to the
Honorable Roger Ross, Dept. 11B]*

**[PROPOSED] STIPULATED ORDER
APPROVING SETTLEMENT UNDER
LABOR CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004**

Complaint Filed: October 13, 2020
Trial Date: None Set

1 TO THE COURT AND ALL INTERESTED PARTIES AND THEIR COUNSEL OF RECORD:

2 The Parties hereto, Plaintiff Timothy Shockley (“Plaintiff”), and Defendants Sanborn Chevrolet,
3 Inc. (“Sanborn Chevrolet”), and Kini Sanborn (“Sanborn” and collectively, “Defendants”), by and
4 through their respective counsel of record, hereby stipulate as follows:

5 WHEREAS, Plaintiff was employed at Sanborn Chevrolet’s dealership in Lodi, California, as a
6 service main shop technician.

7 WHEREAS, on October 13, 2020, Plaintiff filed the above-captioned lawsuit asserting eight
8 causes of action for failure to pay wages; failure to pay overtime wages; failure to provide meal periods;
9 failure to provide rest periods; failure to maintain accurate records and non-compliant wage statements;
10 waiting time penalties; unfair business practices; and a representative cause of action under the Labor
11 Code Private Attorneys’ General Act of 2004 (“PAGA”), which is based on the same wage-and-hour
12 claims alleged in the complaint for failure to pay wages; failure to pay overtime wages; failure to provide
13 meal periods; failure to provide rest periods; failure to maintain accurate records and non-compliant
14 wage statements; and waiting time penalties.

15 WHEREAS, Defendants vigorously deny Plaintiff’s allegations, both on factual and legal bases.

16 WHEREAS, from December 2, 2020, through February 15, 2021, Plaintiff’s counsel and
17 Defendants’ counsel engaged in arms-length settlement negotiations and discussions, during which
18 Plaintiff’s counsel and Defendants’ counsel engaged in informal discovery regarding the scope of
19 Plaintiff’s claims, including his PAGA claim.

20 WHEREAS, as a result of the discussions and sharing of information, it was determined that
21 Plaintiff’s PAGA claims implicate approximately 17 “aggrieved employees,” far fewer Plaintiff
22 estimated when filing the instant lawsuit.

23 WHEREAS Plaintiff’s counsel is Justin Toobi, an experienced employment law and PAGA
24 practitioner, and Defendants’ counsel is Christopher Alvarez of Fisher & Phillips LLP., also an
25 experienced employment law and PAGA practitioner.

26 WHEREAS, Labor Code § 2699(l) requires that court review and approval of any proposed
27 settlement agreement pursuant to PAGA.

28 WHEREAS, Plaintiff and Plaintiff’s counsel concluded, after taking into account the sharply

1 disputed factual and legal issues involved in this action, the risks attending further prosecution, the
2 informal discovery and briefing conducted to date, and the substantial benefits received and to be
3 received pursuant to the compromise and settlement of the PAGA claims, that settlement on the terms
4 herein set forth is in the best interest of all interested parties and beneficiaries.

5 WHEREAS, Plaintiff and Plaintiff's counsel have balanced their evaluation of the validity and
6 strength of the asserted claims against the problems of proof, collectability, and the legal standards
7 governing the claims alleged. Based on this evaluation, Plaintiff's counsel believes that the settlement
8 reached satisfied the public policies of PAGA and is fair to all parties and beneficiaries.

9 WHEREAS, similarly, Defendants and Defendants' counsel concluded there were benefits
10 associated with settling. Although Defendants dispute the various allegations and causes of action in
11 this action, Defendants took into account the sharply disputed factual and legal issues involved, the risk
12 attending further defense, the expense, time, and burden of protracted litigation, and the desire to put the
13 controversy to rest, and based on these factors Defendants and Defendants' counsel agreed to this
14 settlement without any admission of fault or liability.

15 WHEREAS, the parties have entered into a settlement of Plaintiff's PAGA claims ("the
16 Settlement") as follows: a total payment of \$2,000.00 for civil penalties; Plaintiff and Plaintiff's counsel
17 are waiving any and all fees and costs in bringing this action.

18 WHEREAS, the Settlement sum of \$2,000.00 for the PAGA Action will be divided as follows
19 within 14 business days of the Court's approval and signing of the instant stipulated order:

- 20 a. The amount of \$1,500.00, payable to the LWDA, representing 75% of the \$2,000.00.
21 b. The amount of \$500, representing 25% of the \$2,000.00, which will be divided and
22 distributed equally among the 17 purportedly "aggrieved employees."

23 1. Settlement checks issued to these individuals shall expire 180 days from the date
24 they are issued by Defendant. Any unclaimed funds after the 180 days shall be remitted to the LWDA.

25 The parties jointly request that the Court approve the penalties sought as part of the Settlement
26 pursuant to PAGA.

27 WHEREAS, Plaintiff's counsel, Justin Toobi, submitted the proposed settlement the LWDA on
28 April 16, 2021, as evidenced in the confirmation email send from the LWDA to Mr. Toobi, a true and

correct copy of which is attached as **Exhibit A**.

WHEREAS, the number of potential pay periods at issue is, at most, 32.

IT IS SO STIPULATED.

DATE: April 15, 2021

JUSTIN TOOBI, ESQ.

By: _____
JUSTIN TOOBI

Attorneys for Plaintiff
TIMOTHY SHOCKLEY

DATE: April ___, 2021

FISHER & PHILLIPS LLP

By: _____
CHRISTOPHER C. HOFFMAN
CHRISTOPHER S. ALVAREZ

Attorneys for Defendants
SANBORN CHEVROLET, INC.
and KINI SANBORN

[PROPOSED] ORDER

Upon review of the foregoing stipulation entered into by and between the parties in the above-referenced action, and good cause appearing therefore,

IT IS HEREBY ORDERED that the foregoing stipulation is hereby approved and the Court approves the parties' PAGA settlement pursuant to Labor Code § 2699(l).

Date: _____

HONORABLE ROGER ROSS
JUDGE OF THE SUPERIOR COURT

**PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)**

I, the undersigned, am at least 18 years old and not a party to this action. I am employed in the County of Sacramento with the law offices of Fisher & Phillips LLP and its business address is 621 Capitol Mall, Suite 1400, Sacramento, California 95814.

On [Date] , I served the foregoing document(s) **[PROPOSED] STIPULATED ORDER APPROVING SETTLEMENT UNDER LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT OF 2004** on the person(s) listed below as follows:

Justin Toobi, Esq.
724 S. Spring St., Suite 201
Los Angeles, CA 90014

Attorneys for Plaintiff
Timothy Shockley

E: justin@toobiesq.com

- ☐ **[by MAIL]** - I enclosed the document(s) in a sealed envelope or package addressed to the person(s) whose address(es) are listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in Sacramento, California, in a sealed envelope with postage fully prepaid.
- ☐ **[by FAX]** - Based on an agreement of the parties to accept service by fax transmission, I faxed the document(s) to the person(s) at fax number(s) listed above from fax number (916) 210-0401. The machine printed a record of the transmission, and no error was reported by the machine.
- ☐ **[by OVERNIGHT DELIVERY]** - I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight carrier.
- ☐ **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.
- ☐ **[by PERSONAL SERVICE]** - I delivered the document(s) to the person(s) at the address(es) listed above by (1) (a) personal delivery, or (b) by leaving the documents in an envelope/package with an individual in charge of the office, or (c) by leaving them in a conspicuous place in the office between the hours of 9:00 a.m. and 6:00 p.m., or (2) by messenger – a copy of the Messenger Declaration is attached.

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

Executed [Date] , at Sacramento, California.

Alicia P. Malerbi

By: _____

Print Name

Signature