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Attorneys for Plaintiff Alshaya Banks, 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 ALAMEDA**

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

Plaintiff,

v.

CASINO 580, LLC, a California limited
liability company, and DOES 1 through 10,
inclusive,

Defendants.

Case No. HG20081213

Assigned to the Hon. Julia Spain, Dept. 520

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF STIPULATION RE:
SETTLEMENT AND DISMISSAL OF
ACTION**

Complaint Filed: November 3, 2020

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 a managing partner at Gaines & Gaines, APLC, counsel for Plaintiff Alshaya Banks (“Plaintiff”) in
4 this action. I have personal knowledge of the facts set forth herein and if called to testify to them, I
5 could and would do so competently.

6 2. On November 3, 2020, my firm filed a representative action complaint on behalf of
7 Plaintiff Alshaya Banks and all similarly situated individuals, against Casino 580, LLC, a California
8 limited liability company pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202,
9 204, and 226(a), and Labor Code § 2699(a) for violations of Labor Code §§ 210, 226.3, and 558
10 (“Complaint”).

11 3. On or about December 29, 2020, Defendant filed its Answer to Plaintiff’s Complaint.

12 4. Plaintiff and Defendant (hereinafter collectively, the “Parties”) engaged in informal
13 discovery, followed by extensive discussions of Plaintiff’s claims and Defendant’s defenses.

14 5. Thereafter, we engaged in direct, arms-length negotiations with counsel for Defendant
15 in an effort to reach a settlement.

16 6. We assessed the claims based on the information Defendant provided and determined
17 that the claims were weak and affected very few employees since the global pandemic had shut down
18 Defendant’s operations for the vast majority of the PAGA period. Based thereon, the Parties agreed
19 to resolve Plaintiff’s claims individually, in exchange for a dismissal of Plaintiff’s individual PAGA
20 claims with prejudice, and the dismissal of the claims of all other “aggrieved employees” without
21 prejudice. The Parties further agreed to exclude from the settlement and release in this matter,
22 Plaintiff’s separate action which alleges violations of the Fair Employment and Housing Act styled
23 as *Alshaya Banks v. Casino 58, LLC, et al.*, Alameda Superior Court, Case No. HG21085149 (the
24 “FEHA Action).

25 7. The Parties have agreed that Defendant shall pay Plaintiff \$16,000 in exchange for the
26 release and dismissal with prejudice of all of her individual claims except for the claims asserted in
27 the FEHA Action and entered into a Confidential Settlement Agreement and General Release of All
28 Claims, but upon request, the Parties will provide a copy *in camera* for the Court’s review.

8. This settlement does not contemplate the waiver of any claims by anyone other than Plaintiff and does not provide for the waiver of the PAGA claims asserted on behalf of any employee, such that there is no allocation to PAGA penalties in the settlement.

9. The absent employees will not be prejudiced here by the dismissal of their claims without prejudice: they have been given no notice of this Action; this settlement preserves their rights; and the settlement promotes judicial efficiency and economy by curtailing costly litigation and resolving an action in the best manner possible.

10. Concurrent with the filing of this Stipulation and Declaration, the Parties have submitted the Settlement Agreement to the LWDA in compliance with Labor Code section 2699(1)(2).

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on this 9 day of February 2022 at Calabasas, California.

Daniel F. Gaines
DANIEL F. GAINES

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PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 27200 Agoura Road, Suite 101, Calabasas, CA 91301.

____ (For messenger) my business address is:

On February 9, 2022, I served the foregoing document described as **DECLARATION OF DANIEL F. GAINES IN SUPPORT OF STIPULATION RE: SETTLEMENT AND DISMISSAL OF ACTION** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

**Shannon B. Nakabayashi, Esq.
Julie Y. Zong, Esq.
Jackson Lewis P.C.
50 California Street, 9th Floor
San Francisco, CA 94111**

On the above date:

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

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

____ (BY FACSIMILE TRANSMISSION) On August 3, 2015, at _____ a.m./p.m., at Calabasas, California, I served 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.

____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

____ (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

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

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

Executed on February 9, 2022, at Calabasas, California.



JEREMY REYES