

FILED
SUPERIOR COURT - STOCKTON

2021 AUG -3 PM 3:18

BRANDON R. RILEY, CLERK

DEPUTY

#870.00/H
6/4/21

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFKY, ESQ. SBN 202754
alex@gaineslawfirm.com
SEPIDEH ARDESTANI, ESQ. SBN 274259
sepideh@gaineslawfirm.com
EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
GAINES & GAINES, APLC
27200 Agoura Rd., Suite 101
Calabasas, CA 91301
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

Attorneys for Plaintiff Amjad Shehadeh on behalf of himself and all "aggrieved employees"
pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

AMJAD SHEHADEH, on behalf of
himself and all "aggrieved employees"
pursuant to Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

PONY.AI., INC., a Delaware corporation,
WMBE PAYROLLING, INC., dba
TargetCW, a California corporation, and
DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2021-0001055

Assigned to the Hon. Jayne Lee, Dept. 10C

**STIPULATION AND ~~PROPOSED~~ ORDER
APPROVING SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS,
AND ENTERING JUDGMENT THEREON
AND DISMISSING THE ACTION WITH
PREJUDICE**

Action Filed: February 5, 2021

Trial Date: None Set

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STIPULATION

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

1. On or about September 17, 2020, Amjad Shehadeh ("Plaintiff") transmitted a letter to the Labor & Workforce Development Agency and Pony.ai, Inc. and WMBE Payrolling, Inc. dba TargetCW (hereinafter collectively, "Defendants") in compliance with the exhaustion requirements of the California Labor Code Private Attorneys General Act ("PAGA"), articulating claims related to the failure to properly pay overtime wages, the failure to properly pay sick pay, failing to authorize and permit rest periods, the failure to pay rest period premiums, requiring employees to accept bonus wages in the form of gift cards, the failure to timely pay wages upon termination and during employment, the failure to reimburse business expenses and the failure to provide complete and accurate wage statements. Declaration of Daniel F. Gaines ("Gaines Decl.") at ¶ 6.

2. On February 5, 2021, Plaintiff filed a Complaint in the Superior Court of the State of California for the County of San Joaquin, entitled *Amjad Shehadeh, et al. v. Pony.AI, a Delaware corporation, WMBE Payrolling, Inc. dba TargetCW, a California corporation, et al.*, case number STK-CV-UOE-2021-0001055 (the "Lawsuit"). The Lawsuit was brought by Plaintiff, on behalf of the State of California and other aggrieved employees, as a PAGA action based on violations of Labor Code §§ 201, 202, 212, 225.5, 226(a), 226.3, 226.7, 246, 510, 558, 1194, and 2802. Gaines Decl. at ¶ 7.

3. Defendants dispute and deny the allegations and claims asserted in the Complaint and Plaintiff's September 17, 2020 notice to the Labor & Workforce Development Agency.

4. Both prior to and during the course of the Lawsuit, the Parties engaged in informal discovery and fully shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the Litigation and potential defenses thereto. The Parties have reached this settlement only after discovery and investigation was performed. Gaines Decl. at ¶ 8.

5. Being fully apprised of the value and strength of Plaintiff's claims, counsel for Plaintiff and Defendants successfully negotiated a settlement of Plaintiff's claims asserted in the Lawsuit and the terms and conditions of the settlement is set forth in the California Private

1 Attorneys General Act, California Labor Code § 2698, *et seq.*, Settlement and Release Agreement
2 (“Settlement Agreement”). Gaines Decl. at ¶9, Exhibit B.

3 6. Based on the information and documents obtained through informal discovery,
4 Plaintiff assessed the maximum value of the PAGA claims (without stacking) asserted to be
5 approximately \$ 414,000 (at the rate of a \$100.00 penalty for approximately 4,140 pay periods at
6 issue for approximately 115 PAGA Members). Gaines Decl. at ¶10.

7 7. As set forth in the Settlement Agreement, the amount of the Gross PAGA Settlement
8 Amount is \$125,000 and includes an apportionment of attorneys’ fees and costs, payment to the
9 settlement administrator, and a general release payment to Plaintiff. Gaines Decl. at ¶11, Exhibit
10 B.

11 8. Based on their extensive experience litigating over 100 representative actions,
12 counsel for Plaintiff believes the settlement here is fair and reasonable and warrants approval by
13 the Court. (Gaines Decl. at ¶¶ 2-5 Exhibit “A” to Gaines Decl.).

14 9. Similarly, Defendants and Defendants’ counsel concluded there were benefits
15 associated with settling the action. Although Defendants dispute the various allegations and claims
16 in the Lawsuit, Defendants took into account the sharply disputed factual and legal issues involved
17 in the Lawsuit, the risk attending further defense, the expense, time, and burden of protracted
18 litigation, and the desire to put the controversy to rest, and based on these factors Defendants and
19 Defendants’ counsel agreed to this settlement without any admission of fault or liability.

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

11. The Parties request that the Court enter the accompanying order, approving their settlement (attached to the Gaines Declaration as Exhibit "B"), as permitted by Labor Code § 2699(l), discharging of Defendants and the Released Parties, as defined in the Settlement Agreement, from liability for any and all Released Claims, including the claims relating to the lawsuit, as defined in the Settlement Agreement, entering judgment thereon, and dismissing the Action with prejudice. (Gaines Decl. at ¶ 12).

IT IS SO STIPULATED.

Dated: July ²¹~~15~~, 2021

21
Dated: July 15, 2021

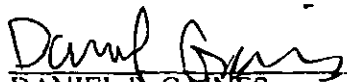
For Plaintiff:

For Defendant Pony.ai, Inc.:

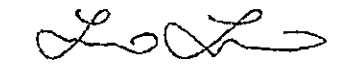
GAINES & GAINES, APLC

LITTLER MENDELSON

By:


DANIEL H. GAINES

By:


LISA LIN GARCIA

¹⁹
Dated: July 15, 2021

For Defendant WMBE Payrolling, Inc.
Dba TargetCW:

ALSTON & BIRD LLP

By:


MARTHA DOTY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER AND JUDGMENT

The Court, having reviewed the Parties' California Private Attorneys General Act, California Labor Code § 2698 et seq. Settlement and Release 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 AND ADJUDGES:

1. This Order and Judgment hereby incorporates by reference the definitions of the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

2. 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.

3. The Court approves the penalties to be paid to the PAGA Members and the State of California as set forth in the Settlement, pursuant to Labor Code § 2699(l). The Court further approves all payments to be made to Plaintiff's counsel, Plaintiff Amjad Shehadeh, and the Settlement Administrator, based on the terms of the Settlement.

4. The Court approves the Settlement Agreement in full and enters judgment thereon. The Court approves ILYM Group, Inc. as the Settlement Administrator.

5. Upon entry of this Order and Judgment, the Parties and the Settlement Administrator 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 in its entirety with prejudice and deemed adjudicated and that the settlement payments shall constitute full and complete payment for any and all Released Claims being made on behalf of Plaintiff, individually, or on behalf of other purported PAGA Members, and that all Released Claims are released, relinquished, and waived by Plaintiff, the PAGA Members, the State of California and all persons purporting to act on their behalf or purporting to assert a claim under or through them, as set forth in the Settlement

1 Agreement. This Court shall retain continuing jurisdiction, pursuant to Code of Civil Procedure
2 section 664.6 and as otherwise allowed by law, to enforce the Settlement Agreement.

3 7. Plaintiff shall provide a copy of this Order and Judgment to the LWDA pursuant to
4 PAGA.

5 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

6
7 Dated: 8/3/21


JUDGE OF THE SUPERIOR COURT

JAYNE C. LEE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

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 July 27, 2021, I served the foregoing documents described as **STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS, AND ENTERING JUDGMENT THEREON AND DISMISSING THE ACTION WITH PREJUDICE** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Lisa Lin Garcia
LITTLER MENDELSON P.C.
333 Bush Street, Fl. 34
San Francisco, CA 94104

Martha S. Doty, Esq.
ALSTON & BIRD LLP
333 S Hope Street
Los Angeles, CA 90071

Attorneys on behalf of Defendant Pony.ai, Inc.

Attorneys on behalf of Defendant WMBE Payrolling ,
Inc. dba Target CW

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

 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA on July 21, 2021.

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 July 27, 2021, at Calabasas, California


BEATRIZ FRANCO