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8 Attorneys for Plaintiff Breanna Webster, on behalf of herself and all “aggrieved employees”
9 pursuant to Labor Code § 2698 *et seq.*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF MERCED**

12 BREANNA WEBSTER, on behalf of
13 herself and all “aggrieved employees”
14 pursuant to Labor Code § 2698 *et seq.*,

15 Plaintiff,

16 v.

17 SCHOOLSFIRST FEDERAL CREDIT
UNION, a business entity form unknown,
18 and DOES 1 through 10, inclusive,

19 Defendants.

CASE NO: 21CV-03760

*Assigned for all purposes to the Hon. Brian
McCabe*

**STIPULATION AND [PROPOSED] ORDER
APPROVING SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS,
AND DISMISSING ACTION WITH
PREJUDICE**

Complaint Filed: November 16, 2021

STIPULATION

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

1. On December 24, 2020, Plaintiff Breanna Webster (“Plaintiff”) complied with the requirements set forth in Labor Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, “PAGA”) by sending a letter, by online submission to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant SchoolsFirst Federal Credit Union (“Defendant”) (hereinafter Plaintiff and Defendant are collectively referred to as the “Parties”), setting forth the facts and theories of the violations alleged against Defendant. (Declaration of Daniel F. Gaines [“Gaines Decl.”] at ¶ 6; Exhibit “A” to Gaines Decl.).

2. Plaintiff filed her Representative Action Complaint on November 16, 2021 seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.3, 510, 558, and 1194 (“the Action”). (Gaines Decl. at ¶ 7).

3. Prior to filing the Action, the Parties engaged in informal discovery, which provided Plaintiff’s counsel sufficient information to ascertain the size of the aggrieved employee group, the number of affected pay periods at issue among them, and the strength of Plaintiff’s claims. (Gaines Decl. at ¶ 8).

4. Defendant denied and continues to deny any liability to Plaintiff or any other allegedly aggrieved employee for any violations alleged in the Action. (Gaines Decl. at ¶ 9).

5. The Parties participated in a mediation with the Hon. David I. Brown (Ret.) on November 3, 2021 in an attempt to resolve the claims asserted in the Action. (Gaines Decl. at ¶ 10).

6. During the mediation, the Parties engaged in arm’s-length negotiations and reached a resolution of the PAGA claims. Based on the information and documents obtained through informal discovery and during mediation, Plaintiff assessed the value of the PAGA claims (without stacking) to be approximately \$430,000 (at the rate of a \$100 penalty for 4,300 pay periods at issue). (Gaines Decl. at ¶ 11).

1 7. The amount of the settlement is \$600,000, which represents a recovery of over 139%
2 of the possible discretionary penalties and includes an apportionment of attorneys' fees and costs
3 and a general release payment to Plaintiff Webster. (Gaines Decl. at ¶ 12).

4 8. The Parties agree that the settlement amount represents a fair compromise of the
5 claims, including the related costs of litigation and risk. (Gaines Decl. at ¶ 13).

6 9. Based on their extensive experience litigating over 100 representative actions,
7 counsel for Plaintiff believes the settlement here is fair and reasonable and warrants approval by
8 the Court. (Gaines Decl. at ¶¶ 2-5; Exhibit "B" to Gaines Decl.).

9 10. The Parties request that the Court enter the accompanying order, approving their
10 settlement (attached to the Gaines Declaration as Exhibit "C"), as permitted by Labor Code §
11 2699(1), and dismissing this Action with prejudice. (Gaines Decl. at ¶ 14).

12 **IT IS SO STIPULATED.**

13 Dated: December __, 2021

14 For Plaintiff:

For Defendant:

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16 GAINES & GAINES, APLC

JOSEPH & COHEN, P.C.

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18 By: DANIEL F. GAINES

By: JONATHAN M. COHEN

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ORDER

The Court, having reviewed the Parties' Private Attorneys General Act (Labor Code § 2698 *et. seq.*) Settlement Agreement (the "Settlement" or "Settlement Agreement") attached as Exhibit "C" 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:

1. 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.

2. The Court approves the penalties to be paid to the aggrieved employees 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 and Plaintiff Webster based on the terms of the Settlement.

3. This Action is hereby DISMISSED WITH PREJUDICE.

4. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

5. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT