

FILED
Superior Court of California
County of Alameda

07/07/2023

Clad Flake, Execut the Officer / Clerk of the Court

By:  Deputy
A. Hewitt

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*Attorneys for Plaintiff, on behalf of the
State of California and Aggrieved Employees*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

RAINBOW USA WAGE AND HOUR CASES

No. JCCP: 5232

**Alameda County Superior Court
Case No. RG20084739**

Assigned to Hon. Brad Seligman,
Coordination Motion Judge

Darrenia James, on behalf of the State of
California and Aggrieved Employees,

Plaintiffs,

v.

Rainbow USA, Inc. dba New York Rainbow
USA Inc.

Defendant.

**JOINT STIPULATION AND ~~PROPOSED~~
ORDER APPROVING SETTLEMENT OF
PLAINTIFF DARRENIA JAMES'
INDIVIDUAL PAGA CLAIMS**

**San Bernardino County Superior Court
Case No. CIVSB2113371**

LaShawn Williams and Lynne James, as
aggrieved employees to the Private Attorneys
General Act ("PAGA"), on behalf of the state of
California and other aggrieved employees,

Plaintiffs,

v.

Rainbow USA, Inc. Which Will Do business in
California as New York Rainbow USA Inc., a
New York corporation, and Does 1 through 10
inclusive,

Defendants.

JOINT STIPULATION AND ~~PROPOSED~~ ORDER APPROVING SETTLEMENT OF PLAINTIFF DARRENIA
JAMES' INDIVIDUAL PAGA CLAIMS
James, et al v. Rainbow USA, Inc.

1 This Joint Stipulation is entered into by and between Plaintiff Darrenia James, on behalf of
2 herself and the State of California (“Plaintiff”), and Defendant Rainbow USA, Inc. dba New York
3 Rainbow USA Inc. (“Defendant”), by and through their counsel of record (together, the “Parties”).

4 WHEREAS, on December 24, 2020, Plaintiff filed this lawsuit in the Superior Court of
5 California, County of Alameda, Case Nos. RG20084739 and JCCP 5232, against Defendant, pursuant
6 to the Private Attorneys General Act (“PAGA”), whereby she seeks to represent a group of allegedly
7 aggrieved employees who allegedly suffered wage and hour violations as a result of their employment
8 with Defendant (the “PAGA Action”);

9 WHEREAS, Plaintiff thereafter filed a demand for arbitration on or about December 29, 2022
10 with National Arbitration and Mediation (“NAM”), Matter No. 1000265243, alleging individual claims
11 against Defendant for: (1) failure to pay for all hours worked; (2) failure to pay minimum wage and
12 liquidated damages; (3) failure to provide timely and accurate itemized wage statements; (4) waiting
13 time penalties; (5) unlawful business practices; (6) individual claim for violation of Private Attorneys
14 General Act, Cal. Lab. Code § 2699(a); and (7) individual claim for violation of Private Attorneys
15 General Act, Cal. Lab. Code § 2699(f) (the “Arbitration”);

16 WHEREAS, Defendant denies Plaintiff’s allegations, denies any alleged unlawful or improper
17 conduct, and disputes that Plaintiff’s claims have any merit. No part of this stipulation is an admission
18 of fact, act, omission, wrongdoing, or liability by Defendant;

19 WHEREAS, on June 29 and July 3, 2023, the Parties fully executed their Settlement Agreement
20 and General Release (the “Arbitration Settlement”), which fully resolves the Arbitration. A copy of the
21 Settlement Agreement and General Release is attached as **Exhibit A**;

22 WHEREAS, pursuant to the Arbitration Settlement, the Parties agreed to seek Court approval of
23 the settlement of Plaintiff’s individual PAGA claims asserted in the Arbitration;

24 WHEREAS, the Parties have agreed to settle Plaintiff’s individual PAGA claims asserted in the
25 Arbitration for 3.3% of Plaintiff’s total recovery, or \$50.00, whereby 75% of this payment (\$37.50)
26 will be paid to the Labor and Workforce Development Agency, and the other 25% (\$12.50) will be
27 paid to Plaintiff;

1 WHEREAS, the Parties agree that this amount is fair and reasonable as a compromise of disputed
2 claims and to avoid the time and expense of litigation;

3 WHEREAS, pursuant to and consistent with Section 1 of the Settlement Agreement, the Parties
4 agree that once the settlement of Plaintiff's individual PAGA claims has been approved by the Court
5 and final judgement rendered, the Court may in the future separately determine the impact of the
6 settlement on Plaintiff proceeding with the PAGA Action solely on behalf of other alleged "aggrieved
7 employees." The Arbitration Settlement preserves the disputed issue for the Court's resolution and does
8 not waive that issue. The Arbitration Settlement does not affect Plaintiff's purported rights with respect
9 to representing "aggrieved employees" in the PAGA Action. Plaintiff contends that she may continue
10 to litigate the representative PAGA claims, while Defendant disputes that Plaintiff may continue with
11 the representative action after the settlement. The Parties therefore agree that it is their intent that the
12 issue of whether Plaintiff may proceed with the PAGA Action on behalf of other alleged "aggrieved
13 employees" be preserved for determination by the Court. By way of the Arbitration Settlement, Plaintiff
14 does not release or compromise any claims on behalf of the Aggrieved Employees. Plaintiff only settles,
15 releases, and extinguishes claims pertaining to her. It is the intent of the Parties that the disputed issue
16 of whether Plaintiff may proceed with the PAGA Action on behalf of other alleged "aggrieved
17 employees" be preserved for determination by the Court;

18 WHEREAS, concurrently with the filing of this Joint Stipulation, Plaintiff's counsel will serve
19 this Joint Stipulation and Arbitration Settlement on the Labor and Workforce Development Agency
20 through the online PAGA document submission system. Usage of this online system is the required
21 means to transmit documents to the Labor and Workforce Development Agency.

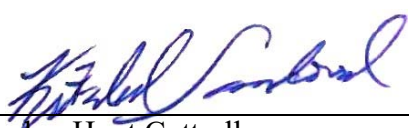
22 **NOW, THEREFORE**, the Parties hereby stipulate, through their respective attorneys, that the
23 Parties have settled Plaintiff's individual PAGA claims for \$50.00, whereby 75% of this payment
24 (\$37.50) will be paid to the Labor and Workforce Development Agency, and the other 25% (\$12.50)
25 will be paid to Plaintiff, and the issue of whether Plaintiff may proceed with the PAGA Action on
26 behalf of other alleged "aggrieved employees" is preserved for determination by the Court.

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IT IS SO STIPULATED.

Respectfully Submitted,

Date: July 3, 2023



Carolyn Hunt Cottrell
Ori Edelstein
Kristabel Sandoval
**SCHNEIDER WALLACE
COTTRELL KONECKY LLP**

*Attorneys for Plaintiff, on behalf of the
State of California and Aggrieved Employees*

Date: July 3, 2023



Geoffrey C. Westbrook
Reiko Furuta
Yoon-Woo Nam
SEYFARTH SHAW LLP

Attorneys for Defendant

~~PROPOSED~~ ORDER

Having considered the foregoing Joint Stipulation, and good cause appearing, the Court hereby approves the Parties' settlement of Plaintiff's individual PAGA claims for \$50.00, whereby 75% of this payment (\$37.50) will be paid to the Labor and Workforce Development Agency, and the other 25% (\$12.50) will be paid to Plaintiff. Final judgment is to be entered by the Arbitrator on all claims relating to Labor Code violations alleged by Plaintiff. The disputed issue of whether Plaintiff may proceed with the PAGA Action on behalf of other alleged "aggrieved employees" is preserved for determination by the Court after briefing and argument by the Parties. No costs or fees are awarded; the Parties are responsible for their respective fees and costs incurred in relation to Plaintiff's individual claims under PAGA, except as otherwise indicated in the Settlement Agreement and General Release.

IT IS SO ORDERED.

Dated: 07/07/2023



Hon. Brad Seligman
Brad Seligman, Judge
Judge of the Superior Court
County of Alameda