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7 Attorneys for Plaintiff Nancy Taylor, on behalf of herself and all "aggrieved employees" pursuant
8 to Labor Code § 2698 *et seq.*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF VENTURA**

11 NANCY TAYLOR, on behalf of herself
12 and all "aggrieved employees" pursuant to
Labor Code § 2698 *et seq.*

13 Plaintiffs,

14 v.

15 MINER'S ACE HARDWARE, INC., a
16 California corporation, and DOES 1
through 10, inclusive,

17 Defendants.
18

CASE NO: 56-2021-00558252-CU-OE-VTA

*Assigned to the Honorable Mark Borrell,
Department 40*

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

Complaint Filed: September 22, 2021

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STIPULATION

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

1. On December 28, 2020, Plaintiff Nancy Taylor ("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 MINER'S ACE HARDWARE, INC., a California corporation ("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. Thereafter, the Parties entered into an agreement to toll the statute of limitations of Plaintiff's claims while the Parties attempted to seek a resolution. (Gaines Decl. at ¶ 7).

3. The Parties then 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. Being fully apprised of the value and strength of Plaintiff's claims, the Parties participated in a mediation with Hon. Howard Broadman (Ret.) on September 16, 2021 in an attempt to resolve the claims asserted in the Action. (Gaines Decl. at ¶ 9).

5. The Parties engaged in arm's-length negotiations and reached a resolution of the PAGA claims asserted in the Action following a mediator's proposal by Judge Broadman. Based on the information and documents obtained through informal discovery and during mediation, Plaintiff assessed the maximum value of the PAGA claims (without stacking) to be approximately \$1,662,500 (at the rate of a \$100 penalty for 16,625 pay periods at issue for no more than 740 aggrieved employees during the applicable time frame). The settlement includes "Aggrieved Employees", which means all current and former non-exempt employees employed by Miner's ACE Hardware in California at any time during the Settlement Period (December 28, 2019 through

1 November 16, 2021). Defendant denied all of Plaintiff's allegations and claims. (Gaines Decl. at ¶
2 10).

3 6. The amount of the settlement is \$225,000, which represents a recovery of
4 discretionary penalties and includes an apportionment of attorneys' fees and costs and a general
5 release payment to Plaintiff Taylor. The proposed settlement amount is fair under the circumstances
6 and based on Defendant's defenses to Plaintiff's claims and the fact that any award of PAGA
7 penalties is fully discretionary by the Court, the parties are satisfied that the settlement amount
8 represents a fair compromise of the claims. (Gaines Decl. at ¶ 12).

9 8. Plaintiff filed her Representative Action Complaint on September 22, 2021, seeking
10 penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.7,
11 510, 512, 1194, and 1198 and penalties pursuant to Labor Code § 2699(a) for violations of Labor
12 Code §§ 226.3 and 558 ("the Action"). (Gaines Decl. at ¶ 11).

13 9. Based on their extensive experience litigating over 100 representative actions,
14 counsel for Plaintiff believes the settlement here is fair and reasonable and warrants approval by
15 the Court. (Gaines Decl. at ¶¶ 2-5, 13 Exhibit "B" to Gaines Decl.).

16 10. The Parties request that the Court enter the accompanying order, approving their
17 settlement (attached to the Gaines Declaration as Exhibit "C"), as permitted by Labor Code §
18 2699(l), and dismissing this Action with prejudice. (Gaines Decl. at ¶ 14).

19 **IT IS SO STIPULATED.**

20 Dated: January 11, 2022

21 For Plaintiff:

For Defendant:

22
23 GAINES & GAINES, APLC

SAGASER, WATKINS & WIELAND PC

24
25 By: Daniel F. Gaines
26 DANIEL F. GAINES

By: 
IAN B. WIELAND

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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 Taylor 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

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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 January 12, 2022, I served the foregoing document described **STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS AND DISMISSING ACTION WITH PREJUDICE** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Ian B. Wieland, Esq.
SAGASER, WATKINS & WIELAND PC
5260 N. Palm Ave. Ste. 400
Fresno, CA 93704

 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 _____, at _____, 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 (916) 920-4402. 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.

 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.

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

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 January 12, 2022, at Calabasas, California.



JEREMY REYES