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16 Attorneys for Defendant,  
17 Yreka Spartan, LLC, dba YREKA MOTORS

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FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SISKIYOU

MAY 25 2022

BY: ENDORSED- R. DICKERSON  
DEPUTY CLERK

TIFFANY SCHAFER, as proxy for the  
California Labor and Workforce  
Development Agency,

Plaintiff,

vs.

YREKA SPARTAN, LLC, dba YREKA  
MOTORS; and DOES 1-10, inclusive,

Defendants.

Case No.: SCCVCVCV21-542

STIPULATION AND [PROPOSED] ORDER  
APPROVING PAGA SETTLEMENT  
AGREEMENT AND DISMISSING PAGA  
CASE WITH PREJUDICE

STIPULATION

Plaintiff Tiffany Schafer ("Schafer" or "Plaintiff") and Defendant Yreka Spartan, LLC, dba Yreka Motors ("Yreka Motors" or "Defendant") (collectively, the "Parties") hereby stipulate as follows:

1           1.       Whereas, Plaintiff Schafer was a former non-exempt employee who filed this  
2 lawsuit on May 17, 2020. The lawsuit is a single cause of action under the Labor Code Private  
3 Attorneys General Act of 2004 ("PAGA") asserting a right to recover civil penalties on behalf of  
4 the State of California and all current and former non-exempt employees of Defendant in  
5 California for alleged: (1) failure to reimburse employees for employment expenses, (2) failure to  
6 pay overtime at the applicable overtime rate for employees that earned bonus and/or commissions  
7 during the same pay period in which overtime was earned (3) failure to pay sick time at the correct  
8 rate, (4) failure to pay all wages at termination, and (5) failure to furnish accurate itemized wage  
9 statements.

10           2.       Whereas, Defendants dispute that there is any merit to the claims alleged in this  
11 lawsuit and denies that it owes any amounts to Plaintiff or the allegedly aggrieved employees in  
12 connection with Plaintiff's claims. For example, Defendant contends that it furnished employees  
13 multiple uniform shirts, did not require employees to purchase additional shirts, but facilitated the  
14 process if employees elected to do order more shirts.

15           3.       Whereas, the parties have engaged in discovery that clarified the scope of alleged  
16 violations as relatively narrow and potentially affecting only a small number of individuals.

17           4.       Whereas, following arms-length settlement negotiations that followed three full  
18 days of deposition testimony taken from several witnesses in a related matter, the Parties reached a  
19 settlement of all claims, including a settlement of the PAGA Claims for the total sum of  
20 **\$10,000.00** ("PAGA Settlement Amount").

21           5.       Whereas, the Parties agree that, subject to this Court's approval, the PAGA  
22 Settlement shall be distributed by Defendants, within 30 days of the Court's approval of the PAGA  
23 Settlement, and in accordance with Labor Code section 2699(i):

24           a.       Costs of **\$690** to Mayall Hurley PC for the following payments it made:

25                   i.       \$75 to the State of California Labor and Workforce Development Agency  
26                           ("LWDA") notice processing fee,

27                   ii.       \$435 to Siskiyou County Superior Court for filing cost of the complaint, and

28                   iii.       \$180 to Valpro Attorney Services for service of process fees

- 1           b. Seventy-Five Percent (75%) of the remaining \$9,310 of the PAGA Settlement  
2           Amount shall be paid to the California Labor and Workforce Development Agency,  
3           or \$6,982.50;  
4           c. Twenty-Five Percent of the remaining \$9,310 PAGA Settlement, or \$2,327.50, shall  
5           be paid in equal amounts to those current and former employees who worked for  
6           Defendants at any point between March 13, 2020, and May 31, 2022 (PAGA Period  
7           Employees). Distribution will be made *per capita*, without regard to length of  
8           employment.  
9           d. Settlement Checks issued to PAGA Employees pursuant to this Agreement will  
10          expire one hundred and eighty (180) days from the date they are issued by  
11          Defendants. Any unclaimed funds after the 180-day period shall be remitted by  
12          Defendants to the California Unpaid Wage Fund in the name of the Employee to  
13          whom the unclaimed funds were issued.

14          6.       Whereas, Plaintiff also asserted claims against Defendant that were subject to  
15          arbitration. The Parties have separately resolved Plaintiff's individual claims by way of a  
16          confidential settlement agreement, the confidentiality of which is a material term of the agreement.  
17          Plaintiff's non-PAGA settlement does not require approval. "While California Labor Code  
18          § 2699(1)(2) requires this court to approve any settlement agreement with respect to plaintiffs'  
19          PAGA claims, the court is aware of no corresponding provision that imposes any duty on this court  
20          to supervise settlement of plaintiffs' non-PAGA claims." *Tenorio v. Gallardo* (E.D. Cal. Sept. 30,  
21          2019) 2019 WL 4747949, \*3.

22          7.       Whereas, other than the amount Plaintiff is entitled to receive under the PAGA  
23          Settlement Agreement (*i.e.*, her *per capita* share of the PAGA penalties), no separate consideration  
24          was given or offered to Plaintiff in connection with the resolution of the PAGA claims in this  
25          action.

26          8.       Whereas, the Parties acknowledge and agree that, if approved, the PAGA Settlement  
27          Agreement will result in the complete and final resolution of the PAGA claims asserted in this  
28          action and that the PAGA Claims in this action will be dismissed with prejudice.

1           9.       Whereas, based on the information, evidence, and data reviewed by counsel for all  
2 Parties, who have significant experience in evaluating PAGA claims, the PAGA Settlement  
3 Amount provides fair and meaningful relief when weighed against the significant risks of  
4 continued litigation. Although Plaintiff's counsel believes the PAGA claims have merit, they also  
5 recognize that continued litigation could be lengthy and present a significant risk of no recovery,  
6 particularly in light of the unique nature of the bonus Plaintiff earned, the fact that Defendant  
7 furnished multiple uniform shirts to its employees, the ability of the Court to reduce penalties  
8 pursuant to Labor Code section 2699(e)(2), and the small number of PAGA Employees. For their  
9 part, Defendant strongly dispute the merits of Plaintiff's claims and the extent of any actual  
10 violations, should they exist, but nonetheless agrees that this settlement is appropriate given the  
11 cost and burden of continued litigation and the inherent risks in any litigation.

12           10.       Whereas, pursuant to California Labor Code section 2699(1)(2), Plaintiff's counsel  
13 is providing a copy of this Stipulation and Proposed Order to the LWDA concurrently with the  
14 filing of this Stipulation.

15           11.       Whereas, should the Court not approve the PAGA Settlement Agreement, the  
16 Parties agree to work together in good faith to remedy any concerns the Court may have regarding  
17 the settlement.

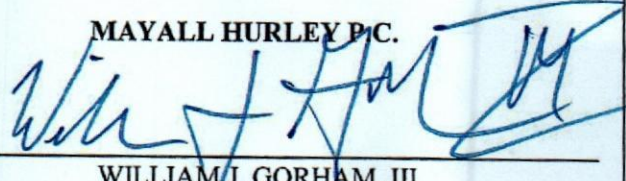
18           12.       THEREFORE, the Parties agree and jointly request that the Court issue an order  
19 approving of the PAGA Settlement set forth herein and permitting the dismissal of the PAGA  
20 Claims with prejudice.

21           **IT IS SO STIPULATED AND AGREED BY THE PARTIES:**

22  
23       **DATED:** May 16, 2022

MAYALL HURLEY P.C.

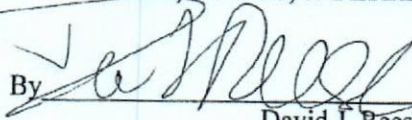
24  
25       By

  
WILLIAM J. GORHAM, III  
Attorneys for Plaintiff

1 DATED: May 13, 2022

FINE, BOGGS, & PERKINS LLP

2  
3 By



David J. Reese

Attorneys for Defendant

1 **ORDER**

2 Having received and reviewed the Parties' Stipulation and the attached PAGA Settlement  
3 Agreement ("PAGA Settlement"), and good cause appearing:

4 IT IS HEREBY ORDERED that:

- 5 1. The Court finds the PAGA Settlement was entered into in good faith, that the  
6 Settlement is fair, reasonable and adequate, and that the settlement satisfies the  
7 standards and applicable requirements for approval of PAGA representative actions  
8 under California law.
- 9 2. The Court approves the payments to be made to the PAGA Employees and the State of  
10 California as set forth in the PAGA Settlement, pursuant to Labor Code section 2699(l).
- 11 3. Upon entry of this Order, the Parties shall effectuate all terms of the PAGA Settlement  
12 based on the provisions and timelines set forth herein.
- 13 4. The PAGA Claims in this action are hereby dismissed with prejudice.
- 14 5.. This Court shall retain jurisdiction with respect to all matters related to the  
15 administration and consummation of the PAGA Settlement.

16  
17 IT IS SO ORDERED.

18  
19 Dated: 5/25/22

KAREN L. DIXON

Judge of the Superior Court