

FILED

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CLERK OF THE SUPERIOR COURT

BY COUNTY

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

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF MERCED

11 TARIK BOB, on behalf of himself and all
12 "aggrieved employees" pursuant to Labor
13 Code § 2698 *et seq.*,

14 Plaintiff,

15 vs.

16 COMPASS CALIFORNIA, INC. a
17 Delaware corporation, and DOES 1
through 10, inclusive,

18 Defendants.

CASE No. 22CV-01472

*Assigned for All Purposes to the Honorable
Brian McCabe, Dept. 8*

UNLIMITED JURISDICTION

STIPULATION AND [REDACTED] ORDER
APPROVING SETTLEMENT OF CLAIMS
AND DISMISSING ACTION WITH
PREJUDICE

Complaint Filed: May 24, 2022

STIPULATION

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

1. Plaintiff filed this representative action, pursuant to the Labor Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, "PAGA") on May 24, 2022 alleging multiple violations of the Labor Code, after complying with the administrative requirements set forth in Labor Code § 2699.3 on August 31, 2021 (Declaration of Daniel F. Gaines ["Gaines Decl."] at ¶ 3; Exhibit "A" to Gaines Decl.).

2. Whereas, prior to the filing of the action, the parties conducted informal discovery through which they ascertained the size of the aggrieved employee group (approximately 178 employees) and the number of aggregate pay periods worked by them during the applicable statutory period (approximately 3,829) from which they ascertained the total value of Plaintiff's claims (Gaines Decl. at ¶ 4.).

3. Whereas, the parties thereafter engaged in arm's-length negotiations and reached a resolution of the PAGA claims asserted in the action. Based on discovery completed, the maximum value of the penalty claims asserted for the time period reviewed, without stacking multiple alleged violations, is \$382,900 and the amount of the settlement is \$40,000, almost 11% of the maximum recoverable penalties (based on approximately 3,829 affected pay periods worked by 178 Aggrieved Employees at the rate of \$100 each, without stacking penalties) (Gaines Decl. at ¶ 5.).

4. Whereas, the parties have entered into a settlement agreement to resolve the PAGA claim on behalf of plaintiff Tarik Bob and all non-exempt employees who worked for Compass SF I, Inc., a California corporation, and/or Alain Pinel Realtors, Inc., a California corporation, and/or Pacific Union International, Inc., a California corporation, within the State of California between August 1, 2020 through August 1, 2021. (Gaines Decl. at ¶ 6).

5. Whereas, based on his extensive experience litigating over 100 representative actions, counsel for Plaintiff believes the Settlement Agreement and Release is fair and reasonable and warrants approval by the Court. (Gaines Decl. at ¶¶ 2, 5; Exhibit "B" to Gaines Decl.)

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6. Whereas, the parties request that the Court enter the accompanying order, approving their Settlement Agreement and Release (attached to the Parties concurrently-filed Stipulation To File Settlement Under Seal), as permitted by Labor Code § 2699(l), and dismissing the Action with prejudice.

IT IS SO STIPULATED.

For Plaintiff:
GAINES & GAINES, APLC

For Defendant:
HOPKINS & CARLEY

By: Daniel F. Gaines
Daniel F. Gaines, Esq.

By: Daniel F. Pyne
Daniel F. Pyne III

ORDER

The Court, having reviewed the parties' Settlement Agreement and Release attached to the concurrently-filed Stipulation To File Settlement Under Seal, together with the Stipulation of the Parties and the Declaration of Evan S. Gaines, and exhibits attached thereto, hereby ORDERS:

1. The Court finds the Settlement Agreement and Release 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 payments to be paid to the Aggrieved Employees and the State of California as set forth in the Settlement Agreement and Release (attached to the Parties concurrently-filed Stipulation To File Settlement Under Seal), pursuant to Labor Code § 2699(I). The Court approves all payments to be made to Plaintiff, Plaintiff's counsel and the parties' chosen settlement administrator, ILYM Group, Inc., based on the terms and timelines set forth in the Settlement Agreement and Release.

3. The Court approves and confirms the release and waiver of claims and rights under PAGA as to Plaintiff, all Aggrieved Employees, and the LWDA, as provided for in the Settlement Agreement and Release.

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

5. This Action is hereby DISMISSED WITH PREJUDICE.

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6. This Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6 and as otherwise provided by law, with respect to all matters related to the administration and consummation of the Settlement Agreement and Release, and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

IT IS SO ORDERED.

Dated: JUN 29 2022



JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the within action; my business address is 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, CA 91362.

____ (For messenger) my business address is:

On June 15, 2022, I served the foregoing document described **STIPULATION AND PROPOSED ORDER APPROVING SETTLEMENT OF CLAIMS DISMISSING ACTION WITH PREJUDICE** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Daniel F. Pyne, Esq. HOPKINS & CARLEY, ALC. 70 S. First Street San Jose, CA 95113	Joseph Tojarieh, Esq. TOJARIEH LAW FIRM, PC 10250 Constellation Blvd., Suite 100 Los Angeles, CA 90067 jft@tojariehlaw.com via e-mail only
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____ (BY ☐ 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 than 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 Westlake Village, 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 (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 June 15, 2022, at Westlake Village, California.



JEREMY REYES