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ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
5/25/2023 4:48 PM
Robert Oliver, Clerk of the Court
By: Griselda Zavala, Deputy Clerk

7 Attorneys for Plaintiff Patrick Richardson on behalf of himself and all “aggrieved employees”
pursuant to Labor Code §2698 *et seq.*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SONOMA**

11 PATRICK RICHARDSON, on behalf of
himself and all “aggrieved employees”
12 pursuant to Labor Code § 2698 *et seq.*,

13 Plaintiff,

14 vs.

15 INDIAN HEAD INDUSTRIES, INC., a
Delaware corporation, d/b/a MGM
16 BRAKES, and DOES 1 through 10,
inclusive,

17 Defendants.
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CASE NO.: SCV-269965

*Assigned to the Hon. Christopher Honigsberg,
Courtroom 18*

**STIPULATION AND ~~PROPOSED~~ ORDER
APPROVING SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS,
ENTERING JUDGMENT THEREON, AND
DISMISSING ACTION WITH PREJUDICE**

*Complaint Filed: January 6, 2022
FAC Filed: May 2, 2023*

STIPULATION

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

1. On October 29, 2021, Plaintiff Patrick Richardson (“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 Indian Head Industries, Inc., a Delaware corporation, d/b/a MGM Brakes (“Defendant”), setting forth the facts and theories of the violations alleged against Defendant. (Declaration of Daniel F. Gaines [“Gaines Decl.”] at ¶ 6; Exhibit “B” to Gaines Decl.).

2. Plaintiff filed his Representative Action Complaint on January 6, 2022 seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 510, and 1194 and penalties pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 226.3 and 558. (Gaines Decl. at ¶ 7).

3. On February 9, 2022, Defendant removed the case to the United States District Court for the Northern District of California. (Gaines Decl. at ¶ 8).

4. On or about April 26, 2023, the Parties filed a stipulation permitting Plaintiff to file a first amended complaint and remand the case to State court. On May 2, 2023, the Honorable Kandis A. Westmore signed the Parties’ stipulation and Plaintiff’s First Amended Representative Complaint seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code § 226(a) and penalties pursuant to Labor Code § 2699(a) for violations of Labor Code § 226.3 was deemed filed (the “Action”). (Gaines Decl. at ¶ 9). All other claims were dismissed without prejudice. *Id.*

5. During the course of the litigation, the Parties engaged in informal discovery and shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the Action and potential defenses thereto. The Parties reached their settlement only after such discovery and investigation was performed, following a mediation with David Phillips, Esq. on December 1, 2022. (Gaines Decl. at ¶¶ 10-12).

1 6. Plaintiff assessed the value of the PAGA claims to be approximately \$330,000 (at
2 the rate of a \$100 penalty for 3,300 allegedly non-compliant wage statements at issue). (Gaines
3 Decl. at ¶ 12).

4 7. Defendant disputes that these 3,300 wage statements are non-compliant and further
5 disputes that a Judge in his or her discretion would award any penalties as there has been no
6 showing of harm as a result of any alleged noncompliance. Defendant denies and continues to deny
7 any liability to Plaintiff or any other allegedly aggrieved employee for any violations alleged in the
8 Representative Action Complaint or the Action. (Gaines Decl. at ¶ 13).

9 8. The amount of the settlement is \$185,000, which represents a recovery of 56% of
10 the possible discretionary penalties and includes an apportionment of attorneys' fees and costs and
11 a modest general release payment to Plaintiff Richardson. (Gaines Decl. at ¶ 14).

12 9. The Parties agree that the settlement amount represents a fair compromise of the
13 claims, including the related costs of litigation and risk. (Gaines Decl. at ¶ 15).

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

17 11. The Parties request that the Court enter the accompanying order, approving their
18 settlement (attached to the Gaines Declaration as Exhibit "C"), as permitted by Labor Code §
19 2699(1), enter judgment in accordance with the settlement, and dismiss the Action with prejudice.

20 **IT IS SO STIPULATED.**

21 Dated: May 22, 2023

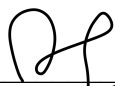
22 For Plaintiff:

For Defendant:

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24 GAINES & GAINES, APLC

LITTLER MENDELSON

25 By:



DANIEL F. GAINES
ALEX P. KATOFISKY

By:

/s/ Jennifer W. Maguire (as authorized 05/22/23)

JENNIFER W. MAGUIRE
THEODORA LEE

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_____ (For messenger) my business address is:

**Theodora R. Lee, Esq.
Jennifer Maguire, Esq.
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____ (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.

AMELIA BOOTH