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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

LUCRETIA FARRAR, on behalf of herself
and all "aggrieved employees" pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

ALLCARE MEDICAL MANAGEMENT,
INC., a California corporation, FAMILY
PLANNING ASSOCIATES MEDICAL
GROUP, INC., a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

CASE NO: CIVSB2219370

*Assigned to the Honorable John M. Pacheco, Dept.
S31*

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

Complaint Filed: September 7, 2022

STIPULATION

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

1. On June 30, 2022, Plaintiff Lucretia Farrar (“Farrar”) 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 AllCare Medical Management, Inc. (“AMMI”) and Family Planning Associates Medical Group, Inc. (“FPA”) (AMMI and FPA are collectively referred to as “Defendants”), setting forth the facts and theories of the violations alleged against Defendants. (Declaration of Daniel F. Gaines [“Gaines Decl.”] at ¶ 6; Exhibit “B” to Gaines Decl.).

2. Plaintiff Farrar filed her Representative Action Complaint on September 7, 2022 seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 212, 221, 226(a), 226.7, 227.3, 510, 512, and 1194 and penalties pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 225.5, 226.3, 246, and 558 (the “Farrar Action”). (Gaines Decl. at ¶ 7).

3. On February 1, 2023, Plaintiff Farrar filed her First Amended Class and Representative Action (the “FAC”) after ascertaining that the Arbitration Agreement that she signed permitted her to request equitable relief, including, but not limited to, injunctive relief, from a court of competent jurisdiction. The FAC added an additional claim, on a class-wide basis, seeking equitable and injunctive relief pursuant to Business and Professions Code § 17200 *et seq.* (Gaines Decl. at ¶ 8).

4. On June December 8, 2022, Plaintiff Arianna Carey (“Carey”) complied with the requirements set forth in PAGA by sending a letter, by online submission to the LWDA and by certified mail to Defendant AMMI, setting forth the facts and theories of the violations alleged against Defendant AMMI. (Declaration of Nazo Koulloukian [“Koulloukian Decl.”] at ¶ 2).

5. Plaintiff Carey filed her Representative Action Complaint on February 14, 2023 seeking penalties pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 200, 204,

206, 206.5, 510, 216, 218, 218.6, 221, 223, 226, 226.7, 510, 511, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, and 2802 (the “Carey Action”). (Koulloukian Decl. at ¶ 2).

6. On or about October 13, 2023, Plaintiff Farrar and Defendants submitted a joint stipulation to the Court permitting Plaintiff Farrar to file her Second Amended Complaint (the “SAC”), which alleged additional claims pursuant to PAGA, dismissed the class action allegation under Business & Professions Code § 17200 *et seq.*, and added Plaintiff Carey as an additional Plaintiff (hereinafter, Farrar and Carey are collectively referred to as “Plaintiffs”) (hereinafter Plaintiffs and Defendants are collectively referred to as the “Parties”). (Gaines Decl. at ¶ 9). The Court signed the Parties’ stipulation on or about October 27, 2023. *Id.*

7. On or about October 30, 2023, Plaintiffs submitted their SAC for filing to the Court, seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 200, 201, 202, 204, 206, 206.5, 212, 216, 218, 218.6, 221, 223, 226(a), 226.7, 227.3, 510, 511, 512, 1174, 1194, and 2802 and penalties pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 210, 225.5, 226.3, 246, and 558 (the “Action”) (Gaines Decl. at ¶ 10). The SAC is pending filing with the Court. *Id.*

8. 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 have reached their settlement only after such discovery and investigation was performed. (Gaines Decl. at ¶¶ 11-13).

9. On August 29, 2023, the Parties mediated with well-respected mediator, Brandon McKelvey, Esq. and reached a settlement of the Action which was memorialized in a Settlement Agreement and Release of Private Attorneys General Act Claim. (Gaines Decl. at ¶ 14; Exhibit “C” thereto (the “Settlement Agreement”)).

10. Based on the information and documents obtained through informal discovery and during mediation, Plaintiffs assessed the maximum value of the PAGA claims (without stacking) to be approximately \$1,210,700 (at the rate of a \$100 penalty for approximately 12,107 total pay

1 periods at issue during the applicable time frame). (Gaines Decl. at ¶¶ 15-18).

2 11. Defendants denied and continue to deny any liability to Plaintiffs or any other
3 allegedly aggrieved employee for any violations alleged in the Action. (Gaines Decl. at ¶ 15).

4 12. The amount of the Settlement is \$475,000 which represents over 39% of the
5 maximum recoverable discretionary penalties and includes an apportionment of attorneys' fees and
6 costs and a service award payment to each Plaintiff. (Gaines Decl. at ¶ 18).

7 13. The Parties agree that the settlement amount represents a fair compromise of the
8 claims, including the related costs of litigation and risk. (Gaines Decl. at ¶¶ 13-18).

9 14. Based on their extensive experience litigating over 100 representative actions,
10 counsel for Plaintiffs believe the Settlement here is fair and reasonable and warrants approval by
11 the Court. (Gaines Decl. at ¶¶ 2-5; Exhibit "A" to Gaines Decl.; Koulloukian Decl. at ¶¶ 5-10, 14).

12 15. The Parties respectfully request that the Court enter the accompanying Order,
13 approving the Settlement (attached to the Gaines Decl. as Exhibit "C"), as permitted by Labor Code
14 § 2699(l), and dismissing this Action with prejudice. (Gaines Decl. at ¶ 19).

15 16. The Parties further agree that, after entry of this Order and pursuant to California
16 Code of Civil Procedure § 664.6, the Court shall retain exclusive and continuing jurisdiction of this
17 Action to enforce the Settlement. (Gaines Decl. at ¶ 20).

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12. Plaintiffs have submitted a copy of the Settlement Agreement, together with this Stipulation and the Declarations of Daniel F. Gaines and Nazo Koulloukian, to the LWDA as required by PAGA. (Gaines Decl. at ¶ 21; Exhibit “D” to Gaines Decl.).

IT IS SO STIPULATED.

Dated: December 21, 2023

Respectfully submitted,

GAINES & GAINES, APLC

By:


Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiff Lucretia Farrar

KOUL LAW FIRM

By: /s/ Nazo Koulloukian (as authorized 12/22/23)

Nazo Koulloukian, Esq.
Attorneys for Plaintiff Ariana Carey

LEVINSON ARSHONSKY KURTZ &
KOMSKY, LLP

DocuSigned by:

By:


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James S. Cooper, Esq.
Janelle L. Menges, Esq.
Attorneys for Defendants

ORDER

The Court, having reviewed the Parties' Settlement Agreement and Release of Private Attorneys General Act Claim (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 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 PAGA Members 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 Plaintiffs' counsel, Plaintiffs, and the Settlement Administrator, based on the terms of the Settlement.

3. Upon entry of this Order, the Parties and the Settlement Administrator shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

4. This Action is hereby DISMISSED WITH PREJUDICE.

5. 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.

6. This Court shall retain exclusive and continuing jurisdiction of this Action to enforce the Settlement.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT