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7 Attorneys for Plaintiff Amanda Oliver, on behalf of herself and all “aggrieved employees”
8 pursuant to Labor Code § 2698 *et seq.*

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

12 AMANDA OLIVER, on behalf of herself
and all “aggrieved employees” pursuant to
13 Labor Code § 2698 *et seq.*,

14 Plaintiff,

15 v.

16 UNIVERSAL CARE, INC., a California
17 corporation, d/b/a BRAND NEW DAY,
18 BRIGHT HEALTH GROUP, INC., a
Delaware corporation, and DOES 1
19 through 10, inclusive,

20 Defendants.

CASE NO: 22CV-03842

*Assigned to the Hon. Brian L. McCabe, Courtroom
8*

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

Complaint Filed: November 29, 2022

STIPULATION

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

1. On July 1, 2022, Plaintiff Amanda Oliver (“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 Defendants Universal Care, Inc., dba Brand New Day and Bright Health Group, Inc. (collectively, “Defendants”) (hereinafter Plaintiff and Defendants are collectively referred to as the “Parties”), 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 filed her Representative Action Complaint on November 29, 2022 seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 212, 226(a), 226.7, 246, 510, 512, 1194, and 2802 and penalties pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 225.5, 226.3, and 558 (“the Action”). (Gaines Decl. at ¶ 7).

3. 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 this settlement only after such discovery and investigation was performed. (Gaines Decl. at ¶¶ 8-10).

4. On September 13, 2023, the Parties mediated with well-respected mediator, Brandon Coen, Esq. and reached a settlement of the Action which was memorialized in a Private Attorneys General Act Settlement Agreement and Release signed by all Parties. (Gaines Decl. at ¶ 11; Exhibit “C” thereto (the “Settlement Agreement”)).

5. The Parties engaged in arm’s-length negotiations and reached a resolution of all claims asserted in the Action. 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 \$2,274,600 (at the rate of a \$100 penalty for approximately

22,746 total pay periods at issue for approximately 483 aggrieved employees during the applicable time frame). (Gaines Decl. at ¶¶ 11-14).

6. Defendants denied and continue to deny any liability to Plaintiff or any other allegedly aggrieved employee for any violations alleged in the Action. (Gaines Decl. at ¶ 12).

7. The amount of the Settlement is \$483,000 which represents over 21% of the maximum recoverable discretionary penalties and includes an apportionment of attorneys' fees and costs and a General Release Payment to Plaintiff. (Gaines Decl. at ¶ 15).

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

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

10. The Parties respectfully request that the Court enter the accompanying Order, approving the Settlement (attached to the Gaines Decl. as Exhibit "C"), as permitted by Labor Code § 2699(l), and dismissing this Action with prejudice. (Gaines Decl. at ¶ 16).

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

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1 12. Plaintiff has submitted a copy of the Settlement Agreement, together with this
2 Stipulation and the Declaration of Daniel F. Gaines, to the LWDA as required by PAGA. (Gaines
3 Decl. at ¶ 18; Exhibit “D”).

4 **IT IS SO STIPULATED.**

5 Dated: November 21, 2023

Respectfully submitted,

6 GAINES & GAINES, APLC

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8 By: 

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiff Lolita Galvin

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11 JACKSON LEWIS P.C.

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13 By: /s/ Michael D. Thomas (as authorized 11/21/23)

14 Michael D. Thomas, Esq.
Jonathan R. Stilz, Esq.
Attorneys for Defendants
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ORDER

The Court, having reviewed the Parties' Private Attorneys General Act Settlement Agreement and Release (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 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, Plaintiff, 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