

Koorosh Banayan, Esq., SBN 122359
Eli Banayan, Esq. SBN 322075
BANA LEGAL GROUP, P.C.
10250 Constellation Blvd., Suite 100
Los Angeles, CA 90067
Telephone: (310) 736-3616
Facsimile: (310) 736-3616
Email: kb@banalegal.com
Email: eb@banalegal.com

Attorneys for Plaintiff, MERCY HUBBARD

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

MERCY HUBBARD,

Plaintiff,

v.

PURELY STORAGE, INC., R&B STORAGE,
LP, DOUGLAS RIDGE LLC dba DR
STORAGE, BARBER FAIRFIELD
MANAGEMENT COMPANY, LLC,
BRADLEY LUND, RONALD L. BARBER,
JOHN TANNER, and DOES 1 through 20,
inclusive,

Defendants.

Case No.: 30-2022-01293900-CU-OE-CXC

HON. Randall J. Sherman
Dept. CX-105

**STIPULATION BY ALL PARTIES
FOR ORDER APPROVING
SETTLEMENT PURSUANT TO
CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS' GENERAL
ACT AND ENTERING JUDGMENT;
[PROPOSED ORDER]**

Complaint Filed: November 28, 2022

Trial Date: Not Set

Plaintiff MERCY HUBBARD ("Plaintiff") and PURELY STORAGE, INC., R&B
STORAGE, LP, DOUGLAS RIDGE LLC dba DR STORAGE, BARBER FAIRFIELD
MANAGEMENT COMPANY, LLC, BRADLEY LUND, RONALD L. BARBER, JOHN
TANNER ("Defendants") (collectively, "the Parties"), by and through their respective
counsel of record, hereby stipulate as follows:

1 **WHEREAS**, on or about August 26, 2022, Plaintiff by and through Plaintiff's
2 counsel, sent a notice to the California Labor Workforce Development Agency ("LWDA")
3 and to Defendants (the "PAGA Notice") alleging that Defendants engaged in violations of
4 the California Labor Code and California Wage Orders, seeking civil penalties pursuant to
5 the California Labor Code Private Attorneys' General Act ("PAGA");

6 **WHEREAS**, on or about November 28, 2022, Plaintiff filed a Complaint in the
7 California Superior Court for the County of Orange entitled Mercy Hubbard v. Purely
8 Storage, Inc., et al., Case Number 30-2022-01293900-CU-OE-CXC (the "Action") alleging
9 individual employment claims and seeking civil penalties pursuant to the PAGA;

10 **WHEREAS**, for purposes of this PAGA Agreement, the alleged aggrieved
11 individuals ("Aggrieved Employees") are defined as all individuals who performed store
12 manager work for or on behalf of Defendants, namely those individuals with the job title of
13 "Store Manager," from the time period within one year prior to filing the Lawsuit through
14 and including the date of execution of this Agreement;

15 **WHEREAS**, Defendants have materially represented that there are 58 such aggrieved
16 employees that meet the above definition;

17 **WHEREAS**, Defendants vigorously dispute and deny the allegations and various
18 causes of action asserted in the Action, including, without limitation, Plaintiff's and the
19 Aggrieved Employees' claim for civil penalties pursuant to PAGA;

20 **WHEREAS**, the Parties engaged in an informal exchange of information. The Parties
21 have also conducted extensive independent investigation and evaluations of the claims and
22 defenses in this matter;

23 **WHEREAS**, according to the PAGA Settlement Agreement, Plaintiff's "PAGA
24 Claims" are defined as any and all claims for civil penalties pursuant to PAGA based on the
25 allegations in Plaintiff's Complaints and/or PAGA Notices, broadly construed, including, but
26 not limited to, civil penalties based on or arising from California Labor Code Sections 201,
27 202, 203, 218, 218.5, 226, 226.3, 510, 1194, 1194.2, 1198, and 2802, California Business
28 and Professions Code Section 17200 *et seq.*, and the California Wage Orders, whether known

1 or unknown, suspected or unsuspected, concealed or hidden, that were alleged in the Action
2 and/or the PAGA Notice, or that could have been alleged in the Action and/or PAGA Notices,
3 which Plaintiff and any Aggrieved Employee have or had at any time through and including
4 the Approval Date, against any of the Releasees identified in the PAGA Settlement
5 Agreement. A true and correct copy of the PAGA Settlement Agreement is attached hereto
6 as **Exhibit A**, and its defined terms are hereby incorporated by reference;

7 **WHEREAS**, California Labor Code Section 2699(1)(2) requires that this Court
8 review and approve any settlement pursuant to PAGA;

9 **WHEREAS**, the Parties' PAGA Settlement Agreement contemplates:
10 (a) issuance of a Court order approving the PAGA Settlement; (b) discharge of Releasees
11 from and with respect to Plaintiff's PAGA Claims; (c) release by Plaintiff, the State of
12 California, and all Aggrieved Employees with respect to the PAGA Claims; and (d) barring
13 and enjoining Plaintiff, the State of California, and all Aggrieved Employees from instituting
14 or prosecuting, either directly or indirectly, individually, collectively, and/or
15 representatively, any and all PAGA Claims, such that the PAGA Settlement Agreement may
16 be pleaded by any Releasee as a full and complete defense to, and may be used as the basis
17 for an injunction against, any action, suit or other proceeding that has been or may be
18 instituted, prosecuted or attempted, asserting any PAGA Claims;

19 **WHEREAS**, the Parties recognize that the issues presented in the Action are likely
20 only to be resolved with extensive and costly discovery, pretrial and trial proceedings, and
21 that further litigation will cause inconvenience, distraction, disruption, delay and expense
22 disproportionate to the potential benefits of litigation. The Parties have taken into account
23 the risk and uncertainty of the outcome inherent in any litigation;

24 **WHEREAS**, based on their own independent investigations and evaluations, the
25 Parties and their respective counsel are of the opinion that the settlement of the PAGA Claims
26 on the terms set forth in the PAGA Settlement Agreement are fair, reasonable and adequate
27 and is in the best interests of the Parties, the LWDA, and Aggrieved Employees in light of
28 all known facts and circumstances and the risks inherent in litigation;

1 **WHEREAS**, the Parties recognize that this Court may, pursuant to California Labor
2 Code Section 2699(e)(2), award a lesser amount than the maximum civil penalty amount
3 permitted under PAGA if, based on the facts and circumstances of the particular case, to do
4 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory;

5 **WHEREAS**, the counsel for Plaintiff and Defendants hereby attest that herein that they have
6 no knowledge of any other class action or PAGA lawsuits pending against Defendants for any or all
7 of the labor law violations asserted in this action;

8 **WHEREAS**, the Parties have provided a copy of this Joint Stipulation and the
9 proposed PAGA Settlement Agreement to the LWDA in accordance with Labor Code
10 Section 2699(l)(2), and a proof of service to the LWDA is attached hereto as **Exhibit B**;

11 **WHEREAS**, the Parties have prepared an objectively worded cover letter to be sent
12 to the aggrieved employees with their penalty checks to explain the purposes of the checks,
13 which is attached hereto as **Exhibit C**;

14 **WHEREAS**, in consideration of the terms and conditions set forth in the PAGA
15 Settlement Agreement, the Parties agree to be bound to the terms and conditions set forth in
16 the PAGA Settlement Agreement, including that:

17 Within thirty (30) calendar days after the Approval Date, the Company shall
18 pay the total sum of Sixty-Five Thousand Dollars (\$65,000.00) (the “Settlement Sum”) on
19 account of disputed and alleged civil penalties as follows:

20 A. Twenty-Five Thousand Dollars (\$25,000) of the Settlement Sum of
21 \$65,000.00, shall be paid to Plaintiff and her counsel, Bana Legal Group, P.C., for Plaintiff’s
22 individual claims against Defendants, including Plaintiff’s attorney’s fees and costs;

23 B. The remaining balance after deducting the amount being paid to
24 Plaintiff and her counsel for Plaintiff’s individual claims, attorneys’ fees, costs and expenses,
25 \$40,00.00 (the “Net Settlement Amount”) shall be distributed as follows:

26 i. Seventy-Five Percent (75%) of the Net Settlement Amount,
27 \$30,000.00 shall be made payable to Plaintiff’s counsel, who shall prepare a check in the
28 same amount, payable to the LWDA, and mail it directly to the LWDA within 10 days of

1 receipt of such payment from Defendant. This represents civil penalties payable to the
2 LWDA under the PAGA, Labor Code section 2698, *et seq.*;

3 ii. Twenty Five Percent (25%) of the Net Settlement Amount,
4 \$10,000.00, (the “Aggrieved Employee Amount”) shall be paid to the 58 Aggrieved
5 Employees, which represents civil penalties allegedly owed on the PAGA Claims during the
6 PAGA Period as follows: a) each of the fifty-eight (58) Aggrieved Employees who were
7 classified as employees shall be paid \$172.41 each;

8 Defendants’ counsel, Lawrence W. Miles, Jr., shall be the Settlement
9 Administrator. All checks to Aggrieved Employees will be sent by the Settlement
10 Administrator or his designee to each Aggrieved Employees’ last known address on file with
11 Defendants and shall remain valid and negotiable for 120 days from the date of their issuance
12 to Aggrieved Employees. If any checks are returned as undeliverable, the Settlement
13 Administrator shall make reasonable efforts to obtain an updated address and reissue a check
14 to that Aggrieved Employee. All funds not claimed within 120 days of the initial mailing
15 shall be redistributed equally to the Aggrieved Employees who did cash their initial checks.

16 To help facilitate the settlement of this matter, the Parties request the Court to
17 refund \$9,000 of the \$10,000 filing fee to Defendants since the filing fee is excessive in light
18 of the prompt settlement of this matter.

19 This Court shall retain jurisdiction to enforce the terms of the PAGA
20 Settlement Agreement pursuant to California Code of Civil Procedure Section 664.6; and

21 Subject to the Court’s approval and order based upon this Stipulation, the
22 Parties shall bear their own respective costs and attorneys’ fees, except as otherwise provided
23 in the PAGA Settlement Agreement;

24 **NOW THEREFORE**, the Parties jointly request that the Court approve the PAGA
25 Settlement set forth in the PAGA Settlement Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: October 12, 2023

BANA LEGAL GROUP, P.C.

By: *Eli Banayan*
Eli Banayan, Esq.
Koorosh Banayan, Esq.
Attorneys for Plaintiff

DATED: October 12, 2023

MILES MCLEOD

By: Lawrence
W. Miles, Jr.
Lawrence W. Miles, Jr., Esq.
Attorneys for Defendants

Digitally signed by: Lawrence W. Miles, Jr.
DN: CN = Lawrence W. Miles, Jr.
email = larry@milesfirm.com C = US O = Miles McLeod Law Firm
Date: 2023.10.12 13:11:43 -07'00'