

Carolyn H. Cottrell (SBN 166977)
David C. Leimbach (SBN 265409)
Scott L. Gordon (SBN 319872)
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105
ccottrell@schneiderwallace.com
dleimbach@schneiderwallace.com
sgordon@schneiderwallace.com

Attorneys for Plaintiff

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

EDUARDO MURILLO, on behalf of the
State of California, and Aggrieved
Employees,

Plaintiff(s),

vs.

NATIONSTAR MORTGAGE LLC d/b/a
MR. COOPER; and DOES 1-100, inclusive,

Defendant(s).

Case No. 23STCV02711

**STIPULATION TO OBTAIN APPROVAL
OF INDIVIDUAL PAGA SETTLEMENT
AND DISMISS ACTION; [PROPOSED]
ORDER**

Judge: Hon. Gregory Keosian
Department: 61

Complaint Filed: February 7, 2023
Trial Date: None Set

*ASSIGNED FOR ALL PURPOSES TO THE
HON. GREGORY KEOSIAN, DEPT.: 61*

1 Plaintiff Eduardo Murillo (“Plaintiff”) and Defendant Nationstar Mortgage LLC d/b/a Mr.
2 Cooper (“Defendant”) (together, the “Parties”), through their respective counsel of record, hereby
3 stipulate and agree to request the Court’s approval for a proposed individual settlement and
4 dismissal of this action as follows. Plaintiff submits the accompanying Declaration of Scott L.
5 Gordon (“Gordon Decl.”) in support of this stipulation.

6 1. The above-captioned action is a representative proceeding under the California
7 Labor Code Private Attorneys General Act (“PAGA”), California Labor Code sections 2699(a)
8 and 2699(f).

9 2. Plaintiff submitted a letter to the Labor Workforce Development Agency
10 (“LWDA”), advising of potential claims under the PAGA (the “PAGA Letter”), on November 18,
11 2022. Gordon Decl., ¶ 4.

12 3. Plaintiff thereafter commenced the above-captioned action by filing his PAGA
13 complaint for civil penalties (the “PAGA Complaint”), predicated on violations of California
14 Labor Code sections 201, 202, 203, 204(a), 225.5, 226(a), 226.3, 226.7, 256, 510, 512, 1182.12,
15 1194, 1197, 1197.1, 1198, and 2802, on February 7, 2023.

16 4. In the PAGA Complaint, Plaintiff pursues civil penalties under the PAGA with
17 respect to himself as well as other alleged aggrieved employees of Defendant.

18 5. At the time of filing of the PAGA Complaint, two other PAGA actions that assert
19 overlapping claims were pending: *Sanchez v. Nationstar Mortgage LLC, et al.*, San Diego County
20 Superior Court Case No. 37-2022-00027997 (filed on July 15, 2022) and *Radogna v. Nationstar*
21 *Mortgage LLC, et al.*, Alameda County Superior Court Case No. 22CV016328 (filed on August
22 17, 2022) (together, the “Earlier PAGA Actions”).

23 6. Defendant filed a Motion to Compel Arbitration and Dismiss Representative PAGA
24 Claims, which sought to compel arbitration of Plaintiff’s PAGA claim as to the alleged Labor
25 Code violations that Plaintiff personally experienced (“Plaintiff’s individual PAGA claim”) and
26 dismiss Plaintiff’s PAGA claim as to other alleged aggrieved employees (the “representative
27

1 PAGA claim”), on March 13, 2023.

2 7. After full briefing and a hearing on Defendant’s Motion to Compel Arbitration and
3 Dismiss Representative PAGA Claims, the Court compelled Plaintiff’s individual PAGA claim to
4 arbitration and stayed the representative PAGA claim pending resolution of the arbitration. See
5 Notice of Ruling on Defendant’s Motion to Compel Arbitration and Dismiss Representative
6 PAGA Claims, filed May 1, 2023.

7 8. The Supreme Court of California issued its opinion in *Adolph v. Uber Techs., Inc.*
8 (2023) 14 Cal. 5th 1104 on July 17, 2023, which provided guidance on the treatment of PAGA
9 claims following the opinion of the Supreme Court of the United States in
10 *Viking River Cruises, Inc. v. Moriana* (2022) 142 S. Ct. 1906.

11 9. The Parties thereafter engaged in settlement discussions as to Plaintiff’s individual
12 PAGA claim.

13 10. The Parties have executed a proposed settlement under which they agree to settle
14 Plaintiff’s individual PAGA claim for a gross settlement amount of \$3,400.00. Gordon Decl., ¶ 6.
15 From the gross settlement amount, Plaintiff’s counsel will be reimbursed for attorneys’ costs in
16 the amount of \$710.08 (Plaintiff’s counsel will not be paid any attorneys’ fees under the proposed
17 settlement).¹ *Id.*, ¶ 7. The remainder of the settlement amount, \$2,689.92, will be split 75% to the
18 LWDA and 25% to Plaintiff, pursuant to Labor Code section 2699(i). *Id.* The LWDA will receive
19 \$2,017.44 and Plaintiff will receive \$672.48 under the proposed settlement. *Id.*

20 11. Under the proposed settlement, Plaintiff agrees to release any and all claims that he
21 might have against Defendant under the PAGA. *Id.*, ¶ 8. Furthermore, Plaintiff expressly waives
22 any right to pursue any PAGA claims on a representative basis (i.e., as to other alleged aggrieved
23 employees) against Defendant. *Id.*

24 12. Here, there will be no harm or prejudice to any other alleged aggrieved employees,
25

26 ¹ A breakdown of Plaintiff’s counsel’s attorneys’ costs is attached to the Gordon Decl. as Exhibit
27 1.

as overlapping representative claims on behalf of such employees are already asserted in the Earlier
PAGA Actions.

13. Under Labor Code section 2699(1)(2), the Court must approve settlements of PAGA
actions.² Plaintiff's counsel has analyzed Defendant's potential exposure for Plaintiff's individual
PAGA claim and estimates the potential exposure between \$1,700 and \$10,200, with a reasonable
assessment of \$5,100, depending on how many \$100 PAGA penalties are "stacked" per pay period.
See Gordon Decl., ¶ 11. Plaintiff maintains that the settlement amount is fair and reasonable,
particularly given this relatively modest exposure and the time, expense, and risk of litigating
Plaintiff's individual PAGA claim through arbitration in the presence of the Earlier PAGA
Actions. *Id.*

14. Defendant's agreement to a proposed settlement and this stipulation are in no way
an admission of liability, an admission of the validity of Plaintiff's individual PAGA claim, nor an
admission of the assessment of the potential exposure set forth by Plaintiff.

15. Pursuant to the proposed settlement, the Parties agree that Plaintiff's individual
PAGA claim shall be dismissed with prejudice and the representative PAGA claim shall be
dismissed without prejudice, and that such dismissals are a condition precedent to the Effective
Date of the settlement. *Id.*, ¶ 12. The Parties bring this stipulation to obtain an order from the Court
approving the proposed Settlement and granting the requested dismissals.

16. The Parties agree that there is good cause for the requested approval and dismissals,
as the proposed settlement is a reasonable compromise for Plaintiff's individual PAGA claim and
the dismissals and approval are in the interests of efficiency and conservation of the Court's and
the Parties' respective time and resources, particularly in light of the fact that the representative

² Given the confidential nature of the individual settlement at issue and its relative simplicity, and
pursuant to the terms of the settlement, the Parties have agreed not to file a copy of the settlement
agreement with this stipulation but will provide it for *in camera* review or file it under seal if
ordered to do so by the Court. Prior to filing, Plaintiff transmitted a copy of this stipulation, as well
as a copy of the proposed settlement agreement, to the LWDA pursuant to Labor Code section
2699(1)(2). Gordon Decl., ¶¶ 9-10.

1 claims asserted in this action are already asserted on behalf of the same allegedly aggrieved
2 employees in the Earlier PAGA Actions.

3 **NOW THEREFORE**, the Parties hereby stipulate and respectfully request that the Court
4 issue an order (1) approving the Parties' proposed individual PAGA settlement; (2) dismissing
5 Plaintiff's individual PAGA claim with prejudice; and (3) dismissing Plaintiff's representative
6 PAGA claim without prejudice. A proposed order is attached to this stipulation.

7 **IT IS SO STIPULATED.**

8
9 Dated: October 16, 2023

**SCHNEIDER WALLACE COTTRELL
KONECKY LLP**

10
11 

12 _____
13 Carolyn H. Cottrell
14 David C. Leimbach
15 Scott L. Gordon

16 Attorneys for Plaintiff

17
18 Dated: October 19, 2023

LITTLER MENDELSON, P.C.

19
20 

21 _____
22 Alaya B. Meyers
23 Gayle Lynne Gonda

24 Attorneys for Defendant
25
26
27

[PROPOSED] ORDER

Pursuant to the Parties' stipulation, and good cause appearing, the Court hereby ORDERS
as follows:

- (1) the Parties' proposed settlement of Plaintiff's individual PAGA claim is approved;
- (2) Plaintiff's individual PAGA claim is dismissed with prejudice;
- (3) Plaintiff's representative PAGA claim is dismissed without prejudice;
- (4) the above-captioned action is dismissed in its entirety; and
- (5) Plaintiff shall transmit a copy of this Order to the LWDA within ten (10) days after its entry.

IT IS SO ORDERED.

Dated: _____

HON. GREGORY KEOSIAN
Judge of the Superior Court