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**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).<sup>1</sup> *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,  
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26   <sup>1</sup> 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.<sup>2</sup> 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

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<sup>2</sup> 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**

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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.**

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21 \_\_\_\_\_  
22 Alaya B. Meyers  
23 Gayle Lynne Gonda

24 Attorneys for Defendant  
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**[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: 10/20/2023



**Gregory Keosian**  
\_\_\_\_\_  
HON. GREGORY KEOSIAN  
Judge of the Superior Court  
Gregory Keosian / Judge