

1 DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
2 ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
3 EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
4 **GAINES & GAINES, APLC**
4550 East Thousand Oaks Boulevard, Suite 100
5 Westlake Village, CA 91362
Telephone: (818) 703-8985
6 Facsimile: (818) 703-8984

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

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO**

11 STEPHANIE BECERRA, on behalf of
12 herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

13 Plaintiff,

14 v.

15 CITRUS VILLAGE GC, INC., a California
16 corporation, and DOES 1 through 10,
inclusive,

17 Defendants.
18
19
20

CASE NO: CIV-SB-2308118

*Assigned to the Honorable Jessica Morgan, Dept.
S26*

**STIPULATION AUTHORIZING PLAINTIFF
LEAVE TO FILE A SECOND AMENDED
COMPLAINT; APPROVING SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT**

*[Concurrently filed: Declaration of Daniel F.
Gaines; Order Authorizing Plaintiff Leave To File
A Second Amended Complaint; Approving
Settlement Pursuant To The Private Attorneys
General Act; And Judgment Entered Thereon]*

Action Filed: April 6, 2023

STIPULATION

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

1. On January 26, 2023, Plaintiff Stephanie Becerra (“Plaintiff”) transmitted a letter to the California Labor & Workforce Development Agency (“LWDA”) and Defendant Citrus Village GC, Inc. (“Defendant”) that Plaintiff alleges to be in compliance with the exhaustion requirements of the California Labor Code Private Attorneys General Act (“PAGA”), articulating claims related to the failure to pay all wages due; the failure to pay premium wages for missed rest and meal breaks; the failure to issue accurate wage statements; and the failure to pay all wages due at the separation of employment. See Declaration of Daniel F. Gaines (“Gaines Decl.”) at ¶ 6; **Exhibit B** to Gaines Decl.

2. On March 2, 2023, Plaintiff transmitted a supplemental letter to the LWDA and Defendant that Plaintiff alleges to be in compliance with the exhaustion requirements of the PAGA, articulating an additional claim related to the failure to properly blend bonuses and other non-base hourly wages into employees’ regular rate of pay. Gaines Decl. at ¶ 7; **Exhibit C** to Gaines Decl.

3. On March 7, 2023, Plaintiff transmitted a second supplemental letter to the LWDA and Defendant that Plaintiff alleges to be in compliance with the exhaustion requirements of the PAGA, alleging claims against and additional employer, MB Holding, Inc. Gaines Decl. at ¶ 8; **Exhibit D** to Gaines Decl.

4. On April 6, 2023, Plaintiff filed a Representative Action Complaint in the Superior Court of the State of California for the County of San Bernardino, thereby commencing this Action entitled *Stephanie Becerra v. Citrus Village GC, Inc., a California corporation*, case number CIV-SB-2308118. Plaintiff filed her Complaint on behalf of the State of California and other aggrieved employees as a PAGA action based on violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 512, 558, and 1194. On May 18, 2023, Plaintiff filed a First Amended Complaint that added claims for failure to pay meal and rest period premiums, overtime wages, and sick pay wages at the correct rates, in violation of Labor Code §§ 226.7, 246, 510, 512, 558, and 1194. Gaines Decl. at ¶ 9.

1 5. Defendant disputes and denies the allegations and claims asserted in the Action and
2 denies that the Action is suitable for representative treatment. Gaines Decl. at ¶ 10.

3 6. During the course of the litigation, Plaintiff and Defendant (hereinafter, Plaintiff and
4 Defendant are collectively referred to as the “Parties”) engaged in informal discovery and fully
5 shared the information necessary for all sides to conduct a legitimate investigation into the
6 allegations of the action and potential defenses thereto. The Parties have reached their settlement
7 only after such discovery and investigation were performed. Gaines Decl. at ¶ 11.

8 7. Prior to attending a mediation and during that mediation, Defendant produced
9 extensive documents, including employee handbooks, wage statements and time records, summary
10 spreadsheets, a sampling of Aggrieved Employee time and pay records, and financial documents
11 reflecting Defendant’s distressed financial condition. The Parties attended mediation with mediator
12 Steven G. Pearl, Esq. on August 23, 2023, wherein an agreement was reached following a mediator’s
13 proposal. Gaines Decl. at ¶ 12.

14 8. The terms and conditions of the settlement are set forth in the Private Attorneys
15 General Act Settlement Agreement and Release (“Settlement” or “Settlement Agreement”). Gaines
16 Decl. at ¶ 13; **Exhibit E** to the Gaines Decl. The Settlement Agreement resolves all claims asserted
17 in the proposed Second Amended Complaint.

18 9. Based on the information and documents obtained through informal discovery,
19 Plaintiff assessed the maximum value of the limited PAGA claims to be released by the settlement
20 to be approximately \$679,700 (at the rate of a \$100 penalty for approximately 6,797 pay periods at
21 issue for approximately 275 Aggrieved Employees, without stacking violations). Gaines Decl. at ¶
22 14.

23 10. As set forth in the Settlement Agreement, the Gross Settlement Amount is \$145,000,
24 payable over two years, and includes an apportionment of attorneys’ fees and costs, payment to the
25 settlement administrator, and a general release payment/enhancement award to Plaintiff. Gaines
26 Decl. at ¶ 15. By a separate confidential agreement, the Parties have resolved all of Plaintiff’s
27 individual claims through a comprehensive general release in favor of Defendant. In connection
28

1 with her general release of all claims, Plaintiff will be paid a confidential sum, separate from the
2 Gross Settlement Amount.¹ *Id.* Plaintiff's Counsel are not recovering any attorney's fees from
3 Plaintiff's individual settlement. *Id.*

4 11. In connection with the Settlement, Plaintiff seeks to file a Second Amended
5 Complaint that adds additional claims for making unlawful deductions from wages, in violation of
6 Labor Code §§ 221, 224, 225.5, 510, and 1194, which follows Plaintiff's September 1, 2023
7 compliance letter to the LWDA in accordance with PAGA for these additional claims. Gaines Decl.
8 at ¶ 16; **Exhibit F** to Gaines Decl.

9 12. The proposed Second Amended Complaint is attached as **Exhibit G** to the
10 Declaration of Daniel F. Gaines, and a redline comparing the Second Amended Complaint to the
11 First Amended Complaint is attached as **Exhibit H** to the Declaration of Daniel F. Gaines.

12 13. Based on their extensive experience litigating over 100 representative actions,
13 counsel for Plaintiff believe the settlement here is fair and reasonable and warrants approval by the
14 Court. Gaines Decl. at ¶¶ 2-5; **Exhibit A** to Gaines Decl.

15 14. Plaintiff has submitted a copy of the Settlement Agreement, together with this
16 Stipulation, the accompanying Order and Judgement, and the Declaration of Daniel F. Gaines, to
17 the LWDA as required by PAGA. Gaines Decl. at ¶ 19; **Exhibit I**.

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

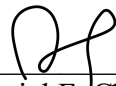
26
27 ¹ If the Court wishes to see the Confidential Individual Settlement Agreement, Plaintiff's Counsel
28 will provide it for the Court's *in camera* review.

1 15. The Parties request that the Court enter the accompanying order permitting Plaintiff
2 to file the Second Amended Complaint, approving the Settlement, as permitted by Labor Code §
3 2699(1), and entering Judgment in accordance with the terms and conditions of the Settlement
4 Agreement. Gaines Decl. at ¶ 20.

5 **IT IS SO STIPULATED.**

6 Dated: December 13, 2023

GAINES & GAINES
A Professional Law Corporation

8 By: 
9 Daniel F. Gaines
10 Alex P. Katofsky
11 Attorneys for Plaintiff Stephanie Becerra

12 Dated: December 12, 2023

PARKER, MILLIKEN, CLARK, O'HARA, &
SAMUELIAN

13 By: 
14 Michael Mellema
15 Attorneys for Defendant Citrus Village GC, Inc.