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NICHOLAS ROBINSON

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BENITO

TIMOTHY BENNETT,

Plaintiff,

vs.

ROBINSON & MORETTI, INC.;
NICHOLAS ROBINSON; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CU-23-00151

**JOINT STIPULATION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT AND
RELEASE**

Complaint Filed: July 20, 2023

Trial Date: Not Set

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I. INTRODUCTION

This is an individual and representative action alleging various wage and hour claims and FEHA claims. In this lawsuit, Plaintiff Timothy Bennett (“Plaintiff”) brings claims against Defendant Robinson & Moretti, Inc. (“Defendant”) for violation of the PAGA, California Labor Code § 2698 et seq. Specifically, Plaintiff alleges that Defendant violated Labor Code §§ 201, 201.3, 202, 203, 204, 218.5, 218.6, 223, 225.5, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1199, 2699, 2800, and 2802. Based thereon, Plaintiff sought civil penalties under PAGA on behalf of the State of California and other aggrieved employees. Defendant denies Plaintiff’s claims and allegations and denies that Plaintiff is entitled to any recovery whatsoever.

As will be explained in further detail below, based on the California Supreme Court’s opinion in *Arias v. Superior Court* (2009) 46 Cal. 4th 969 and *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, Plaintiff contends that he can seek civil penalties as called for under PAGA on behalf of the State of California and other similarly situated aggrieved employees without seeking class certification or meeting any of the requirements of class certification—i.e., numerosity, typicality, commonality and adequacy. As such, while the PAGA penalties settlement reached herein is on behalf of the State of California and other purportedly aggrieved employees, the usual two-step preliminary and final approval process is not required. Rather, court approval of PAGA settlements is governed by Labor Code § 2699, subdivision (1), which provides that the only requirement for approval is an approval by this Court of the amount of penalties for which the Parties have agreed to settle.

The Parties have reached a PAGA settlement, the terms of which are outlined in the Private Attorneys General Act Settlement Agreement and Release (the “Settlement Agreement”). The Parties now seek this Court’s approval of the settlement and dismissal of this lawsuit with prejudice.

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II. STATEMENT OF FACTS

On April 26, 2023, Plaintiff submitted his written notice under Labor Code § 2699.3 (the “PAGA Notice”) to the California Labor & Workforce Development Agency (“LWDA”)

1 and Defendant. (See **Exhibit A.**) As set forth in the PAGA Notice, Plaintiff alleged that
2 Defendant failed to comply with Labor Code §§ 201, 201.3, 202, 203, 204, 218.5, 218.6,
3 223, 225.5, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1199, 2699, 2800, and 2802.

4 On July 20, 2023, Plaintiff filed a Complaint against Defendant in the San Benito
5 County Superior Court alleging various wage and hour claims and FEHA claims. On July 28,
6 2023, Plaintiff filed a First Amended Complaint. (the “Action”). On December 18, 2023,
7 Defendant filed its Answer to the First Amended Complaint, wherein Defendant denied all
8 material allegations of the Complaint and set forth its respective affirmative defenses.

9 The Parties have engaged in significant informal settlement discussions since the
10 initiation of the lawsuit. In connection with the Parties’ settlement discussions, Defendant
11 provided Plaintiff with informal discovery pertaining to the PAGA group, including the
12 number of purported aggrieved employees employed by Defendant and the number of pay
13 periods at issue during the PAGA period. The data provided by Defendant allowed Plaintiff to
14 conduct an exposure analysis.

15 Following arm’s-length negotiations and discussions between the Parties, during which
16 the Parties spoke at length about the strengths and weaknesses of each side’s claims and
17 defenses, and the scope of Defendant’s purported liability, the Parties were able to reach an
18 agreement in principle. The Parties then finalized the settlement terms in the concurrently
19 filed Settlement Agreement. (See **Exhibit B.**) The settlement is the result of informed and
20 non-collusive arm’s length negotiations.

21 Based on the above, and as further detailed below, Plaintiff and Defendant jointly
22 request that this Court grant approval of the PAGA settlement pursuant to Labor Code § 2699,
23 subdivision (1).

24 **III. PAGA REQUIREMENTS**

25 Prior to the enactment of PAGA, many of the civil penalties provided against
26 employers for violations of certain Labor Code provisions were solely within the province of
27 the California Department of Labor to seek, enforce and assess. (*Arias v. Superior Court*
28 (2009) 46 Cal.4th 969, 980.) However, due to the lack of financing to California’s agencies,

1 the California Legislature found that it was in the public interest to allow aggrieved employees
2 to act as private attorneys general, and to enforce and recover civil penalties on behalf of other
3 similarly situated aggrieved employees for Labor Code violations committed by their
4 employers. (Id.) As such, PAGA was enacted to allow such enforcement and recovery by
5 private individuals who have been aggrieved by their employers. Moreover, 75% of any
6 penalties recovered under PAGA by an aggrieved employee is to be paid to California's
7 LWDA, and the remaining 25% is to be shared amongst the aggrieved employees for
8 collecting penalties on behalf of the State. (Cal. Lab. Code § 2699, subd. (i).)

9 In order to enforce and seek penalties under PAGA in a civil action, an aggrieved
10 employee must first provide written notice to the LWDA and the employer of the particular
11 Labor Code violation the aggrieved employee alleges the employer has violated. (See Cal.
12 Labor Code § 2699.3, subd. (a)(1).) Once the LWDA notifies the aggrieved employee that it
13 does not intend to investigate the alleged violations, or fails to respond to the written notice
14 within the time period specified in the PAGA statute, the aggrieved employee is then allowed
15 to proceed in a civil action against the employer on the alleged violations on behalf of all other
16 similarly situated employees. (See Cal. Labor Code § 2699.3, subd. (a)(2)(A).)

17 In 2009, the California Supreme Court considered the issue of whether an aggrieved
18 employee that brings a PAGA claim on behalf of himself and others similarly situated needs to
19 seek the PAGA claim as a class action and meet class certification requirements. (*Arias*, 46
20 Cal. 4th at p. 976.) After substantial review of the legislative history of PAGA, the California
21 Supreme Court held that an aggrieved employee's representative action brought on behalf of
22 other similarly situated employees against an employer for PAGA violations do not need to
23 meet the requirements for class certification. (Id. at pp. 975, 980-88.) As the California
24 Supreme Court held, a plaintiff bringing suit under PAGA does so as the proxy or agent of
25 California's labor law enforcement agencies. (Id. at p. 986.) Because an employee's PAGA
26 action functions as a substitute for an action brought by the government itself, a judgment in
27 the PAGA action binds all those who would be bound by a judgment in an action brought by
28 the government. (Id.)

1 Finally, court approval of PAGA settlements is governed by section 2699(1) of the
2 Labor Code, which provides, in relevant part: “The court shall review and approve any
3 penalties sought as part of a proposed settlement agreement pursuant to this part.” (Cal. Lab.
4 Code § 2699, subd. (1).) The Parties are not obligated to “satisfy class action requirements,”
5 including the standards for class action settlement approval. (*Arias*, 46 Cal. 4th at pp. 980-988
6 (affirming lower court’s holding that “plaintiff need not satisfy class action requirements” to
7 assert a PAGA claim).)

8 As the Parties to this current PAGA action have reached such an agreement, the Parties
9 now seek this Court’s approval as to the settlement of the penalties amount.

10 IV. RELEVANT SETTLEMENT TERMS

11 As noted above, this Court is only required to approve the actual penalties being settled
12 as part of the current PAGA settlement. The following section details the amount of PAGA
13 penalties to be paid, how such payments will be distributed and to whom, and what claims
14 such payments will release.

15 The Parties have agreed that a total of Twenty Thousand Dollars (\$20,000.00) (“Gross
16 Settlement Amount”) shall be paid by Defendant for the release of PAGA claims in this
17 lawsuit by the “PAGA Aggrieved Employees,” which is defined as all non-exempt employees
18 of Defendant who were paid wages at any time during the period of April 26, 2022 and
19 January 15, 2024 (the “Settlement Period”). (Settlement Agreement ¶ 7.) The Gross
20 Settlement Amount includes the following:

- 21 • Plaintiff’s Counsel’s fees of up to Six Thousand Six Hundred Sixty-Six Dollars
22 (\$6,666.00), representing 33.33% of the Gross Settlement Amount (Settlement
23 Agreement ¶¶ 28-30);
- 24 • Plaintiff’s Counsel’s litigation costs not to exceed One Thousand Five Hundred
25 Dollars (\$1,500.00) (Settlement Agreement ¶ 28; **Exhibit C**); and
- 26 • Settlement administration costs not to exceed Two Thousand Five Hundred
27 Dollars (\$2,500.00), the third-party Settlement Administrator agreed upon by the
28 Parties to administer this Settlement (Settlement Agreement ¶¶ 33-34);

- A Service Award of One Thousand Dollars (\$1,000.00) to Plaintiff, in recognition for his efforts in obtaining the benefits of this settlement on behalf of other aggrieved employees and for providing a general release of all claims (Settlement Agreement ¶¶ 31-32).

After subtraction of the amounts above, the remaining amount of Eight Thousand Three Hundred Thirty-Four Dollars (\$8,334.00), or the PAGA Settlement Fund, will be distributed in accordance with PAGA's requirements. Pursuant to PAGA, Seventy-five percent (75%) or Six Thousand Two Hundred Fifty Dollars and Fifty Cents (\$6,250.50), will be paid to the LWDA. (Settlement Agreement ¶36.) The remaining twenty-five percent (25%) or Two Thousand Eighty-Three Dollars and Fifty Cents (\$2,083.50) will be distributed to the PAGA Aggrieved Employees. (Settlement Agreement ¶ 36.) Based upon Defendant's records and as reflected in the Settlement Agreement, there are no more than seven (7) PAGA Aggrieved Employees during the Settlement Period. (Settlement Agreement ¶ 27.)

The portion of the PAGA Settlement Fund to be distributed to PAGA Aggrieved Employees will be distributed on a pro rata basis, based on the number of pay periods each individual PAGA Aggrieved Employee were paid wages during the Settlement Period against the aggregate total number of pay periods that all PAGA Aggrieved Employees were paid wages during the Settlement Period. (Settlement Agreement ¶ 39.) As reflected in the Settlement Agreement, the total number of pay periods in which PAGA Aggrieved Employees were paid wages by Defendant during the Settlement Period does not exceed 630 pay periods. (Settlement Agreement ¶ 27.) Based on the number of PAGA pay periods, each individual will be entitled to recover \$3.31 for each pay period worked from the 25 percent of the PAGA Settlement Fund. The amount any particular PAGA Aggrieved Employee will be entitled to recover will be greater or lower depending on the actual number of pay periods during which he or she was paid wages during the Settlement Period. This is fair, as it directly allocates greater penalties to individual PAGA Aggrieved Employees who have allegedly suffered greater harm.

In exchange for such payments, Plaintiff and the PAGA Aggrieved Employees will

1 provide the following release:

2 **[A]ll claims for civil penalties under PAGA that were alleged or**
3 **that could have been alleged in the Action by Plaintiff, on behalf**
4 **of the State of California, himself and the PAGA Aggrieved**
5 **Employees, for penalties pursuant to PAGA for violation of the**
6 **California Labor Code §§ 201, 201.3, 202, 203, 204, 218.5, 218.6,**
7 **223, 225.5, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198,**
8 **1199, 2699, 2800, 2802, and any category of violations identified in**
9 **Labor Code § 2699.5, and the related applicable IWC Wage Order**

10 (Settlement Agreement ¶ 13.)

11 As the release does not release any other claims as to the PAGA Aggrieved
12 Employees, the release is narrowly limited. Further, none of the PAGA Aggrieved
13 Employees, except for the named Plaintiff, are bound by any general release of claims under
14 California Civil Code § 1542 as part of this settlement. (Id.)

15 As part of the Settlement Agreement, Defendant also does not object to Plaintiff's
16 Counsel's request for attorneys' fees of Six Thousand Six Hundred Sixty-Six Dollars
17 (\$6,666.00), which represents approximately 33.33 percent of Gross Settlement Amount.
18 (Settlement Agreement ¶¶ 28-30) The Settlement Agreement provides of reimbursement of
19 litigation costs of up to One Thousand Five Hundred Dollars (\$1,500.00). (Id.; Exhibit C.)
20 Also, as part of the Settlement Agreement, Defendant does not object to Plaintiff's request for
21 a Service Award of \$ One Thousand Dollars (\$1,000), in recognition for Plaintiff's efforts in
22 obtaining the benefits of the settlement on behalf of other aggrieved employees and for
23 providing a general release of his claims against Defendant. (Settlement Agreement ¶¶ 31-32.)

24 **V. PLAINTIFF'S CONTENTIONS REGARDING FEES AND COSTS**

25 **A. The Attorneys' Fees Are Reasonable.**

26 PAGA allows a prevailing plaintiff to obtain attorneys' fees and costs. (Cal. Lab. Code
27 § 2699, subd. (g).) Similar to awarding fees in a class action, California state and federal
28 courts have recognized that an appropriate method for determining award of attorneys' fees for
representative actions is to use a percentage of the total value of benefits to class members by
the settlement. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 254; *Serrano*
v. Priest (1977) 20 Cal. 3d 25, 34 ("Serrano III"); *Boeing Co. v. Van Gemert* (1980) 444 U.S.

1 472, 478; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1997) 557 F. 2d 759, 769.) The purpose
2 of this equitable doctrine is to avoid unjust enrichment of counsel and to “spread litigation
3 costs proportionally among all the beneficiaries so that the active beneficiary does not bear the
4 entire burden alone.” (*Vincent*, 557 F. 2d at p. 769.)

5 The Common Fund doctrine is predicated on the principle of preventing unjust
6 enrichment. When a litigant’s efforts create or preserve a fund from which others derive
7 benefits, he may require the passive beneficiaries to compensate those who created the fund.
8 Both California state and federal courts have embraced this doctrine. (*Serrano III*, 20 Cal. 3d
9 at p. 35; *Vincent*, 557 F.2d at p. 769.) Similarly, in *City and County of San Francisco v. Sweet*
10 (1995) 12 Cal. 4th 105, 110, the California Supreme Court recognized that the common fund
11 doctrine has been applied “consistently in California when an action brought by one party
12 creates a fund in which other persons are entitled to share.” The reasons for applying the
13 common fund doctrine include: “fairness to the successful litigant, who might otherwise
14 receive no benefit because his recovery might be consumed by the expenses; correlative
15 prevention of an unfair advantage to the others who are entitled to share in the fund and who
16 should bear their share of the burden of its recovery; encouragement of the attorney for the
17 successful litigant who will be more willing to undertake and diligently prosecute proper
18 litigation for the protection or recovery of the fund if he is assured that he will be properly and
19 directly compensated should his efforts be successful.” (*Id.*)

20 Indeed, most recently, the California Supreme Court has also held that the award of
21 attorneys’ fees in common fund wage and hour class action settlements should start with the
22 percentage method. (See *Laffitte v. Robert Half Int’l* (2016) 1 Cal. 5th 480, 503 (“We join the
23 overwhelming majority of federal and state courts in holding that when class action litigation
24 establishes a monetary fund for the benefit of the class members, and the trial court in its
25 equitable powers awards class counsel a fee out of that fund, the court may determine the
26 amount of a reasonable fee by choosing an appropriate percentage of the fund created.”).)

27 An award of one-third of the fund in attorneys’ fees “mimics the marketplace” as it is
28 “supported by the fact that typical contingency fee agreements provide that class counsel will

1 recover 33% if the case is resolved before trial and 40% if the case is tried.” (*Fernandez v.*
2 *Victoria Secret Stores LLC* (C.D. Cal. 2008) 2008 WL 8150856 at p. *16 n. 59 (citing
3 Brickman, Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-
4 Competitive Fees (Fall 2003) 81 Wash U. L. Q. 653, 659 n. 11).) Indeed, “empirical studies
5 [that] show that...fee awards in class actions average around one-third of the recovery.”
6 (*Chavez v. Netflix, Inc.* (2008) 162 Cal. App. 4th 43, 66 n.11.) In the *Laffitte* intermediate
7 court decision, the court observed that “33 1/3 percent of the common fund is consistent with,
8 and in the range of, awards in other class action lawsuits.” (*Laffitte v. Robert Half Int’l* (2014)
9 231 Cal. App. 4th 860, 871.) Here, the fee award representing one-third of the Settlement
10 clearly falls within that range and is consistent with other comprehensive surveys of class
11 action settlements and fee awards. (See Fitzpatrick, An Empirical Study of Class Action
12 Settlements and Their Fee Award (2010) 7 J. Empirical Leg. Stud. 811, 833 (analyzing 444
13 cases between 2006-2007 and concluding that “[m]ost fee awards were between 25 percent
14 and 35 percent, with almost no awards more than 35 percent”); Eisenberg & Miller, Attorney
15 Fees in Class Action Settlements: An Empirical Study: 1993-2008 (2010) 7 J. of Empirical
16 Leg. Stud. 248, 262, fn.16 (independent studies of class action litigation nationwide conclude
17 that fees representing one-third of the total recovery is consistent with market rates).)

18 Here, Plaintiff’s Counsel seeks 33.33% of the Gross Settlement Amount in attorneys’
19 fees, equivalent to Six Thousand Six Hundred Sixty-Six Dollars (\$6,666.00), which is reasonable
20 for wage and hour representative actions. (*Martin v. AmeriPride Servs., Inc.* (S.D. Cal. June 9,
21 2011) 2011 WL 231604, at *8 (“More particularly, courts may award attorneys’ fees in the
22 30–40% range in wage and hour class actions that result in recovery of a common fund under
23 \$10 million.”); *Singer v. Becton Dickinson and Co.* (S.D. Cal. June 1, 2010) 2010 U.S. Dist.
24 LEXIS 53416, 2010 WL 2196104, * 8 (approving attorney fee award and finding that award
25 was similar to awards in three other wage and hour class action cases where fees ranged from
26 30.3% to 40%); *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. Nov.14, 2007) 2007 U.S.
27 Dist. LEXIS 86270, 2007 WL 3492841.)

28 Furthermore, Plaintiff’s Counsel’s skill and experience justify the requested amount of

1 attorneys' fees. Plaintiff's Counsel have significant experience in the area of employment and
2 wage and hour class actions. Specifically, Plaintiff's Counsel's practice focuses on
3 representing employees in employment matters, particularly wage and hour cases.

4 Accordingly, Plaintiff's Counsel's request for attorneys' fees in the amount of Six
5 Thousand Six Hundred Sixty-Six Dollars (\$6,666.00) is fair, reasonable, and adequate, and
6 should be awarded in its entirety.

7 **B. The Costs Are Reasonable**

8 Additionally, Plaintiff's Counsel's request for reimbursement of actual litigation costs
9 is also reasonable. (See Settlement Agreement ¶¶ 28-30; **Exhibit C.**) The costs were all
10 directly incurred in the prosecution of this action, including, but not limited to, court fees and
11 process service fees. As such, the requested costs are fair and reasonable.

12 **VI. APPROVAL OF PAGA SETTLEMENT SHOULD BE GRANTED**

13 Based on the above, Plaintiff and Defendant mutually request that this Court grant
14 approval to the PAGA settlement in this matter. The terms of the PAGA settlement
15 completely comply with the requirements of the Labor Code, and are fair, reasonable and
16 adequate.

17 Plaintiff has provided notice to the LWDA of the alleged violations committed by
18 Defendant. The settlement is the result of informed and non-collusive arm's-length
19 negotiations, based on information exchanged between the Parties. Finally, with respect to the
20 current settlement, the distribution of the PAGA penalties will be completed pursuant to the
21 percentages as called for in the Labor Code.

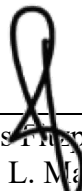
22 As such, in accordance with PAGA and the relevant case law, including the seminal
23 case of *Arias v. Superior Court* (2009) 46 Cal.4th 969, the Parties respectfully request that this
24 Court grant approval to the joint stipulation regarding the settlement.

25 **IT IS SO STIPULATED.**
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Dated: January 30, 2024

FITZPATRICK & SWANSTON
DIVERSITY LAW GROUP, P.C.

By: 
B. James Fitzpatrick
Howard L. Magee
Attorneys for Plaintiff
TIMOTHY BENNETT

Dated: January 25, 2024

ROPERS MAJESKI PC

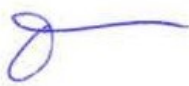
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EXHIBIT A

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April 26, 2023

Via Online Filing

Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified Mail

Robinson & Moretti, Inc.
c/o Agent for Service of Process:
Wendy D. Gong
7780 Holsclaw Road
Gilroy, CA 95020

Re: Notice of Labor Law Violations
California Labor Code §§ 2699, 2699.3, 2699.5
Aggrieved Employee: Timothy Bennett
Our File No.: B0073-600

To Representatives of the Labor and Workforce Development Agency and Robinson & Moretti, Inc.:

Pursuant to California Labor Code §§ 2699, 2699.3, and 2699.5, aggrieved employee Timothy Bennett, on behalf of himself and as representatives on behalf of all current and former aggrieved employees (hereinafter shall be collectively referred to as “the employees”) of Robinson & Moretti, Inc. (hereinafter shall be referred to as “the employer”), hereby notifies you of the labor law violations and facts and circumstances giving rise to them, committed by the employer.

The employees were subjected to numerous violations based on, among others, the following facts, circumstances and laws:

Mr. Bennet worked for the employer from approximately July 2022, through approximately September 2022.

The employer maintained and enforced a meal period policy that failed to provide a 30-minute duty-free meal period to the employees that began before more than five hours were worked. Additionally, the employer failed to compensate the employees one hour of wages at their regular rate of compensation for each meal period not afforded as required by California Labor Code § 226.7, and the applicable Industrial Welfare Commission Wage Order.

The employer also maintained and enforced a uniform policy by which they repeatedly failed to authorize, permit and provide the employees with a paid duty-free rest period of at least 10 consecutive uninterrupted minutes during which the employees were relieved of all duties for every four hours worked or major fraction thereof and which were counted as hours worked for which there would be no deduction from wages. Additionally, the employer failed to compensate the employees one hour of wages at their regular rate of compensation for each rest period not

afforded as required by California Labor Code § 226.7, and the applicable Industrial Welfare Commission Wage Order.

The employer maintained and enforced a policy that did not properly record all hours worked by the employees and, as a result, the employees were not paid for all hours worked in violation of Labor Code section 1174(d). For example, the employer did not have any policy or practice in place for tracking if and when lunch breaks were taken, but rather applied automatic deductions of 30 minutes from the employees' total daily hours worked without regard for whether the employee was actually able to take a full 30-minute lunch break each workday. Furthermore, the employer required Mr. Bennett and the employees to work off the clock and without pay. This included, but was not limited to, work at the beginning and end of their shifts.

The employer maintained and enforced a policy by which they repeatedly required the employees to use their personal vehicles and cell phones for work-related purposes. The employer failed to reimburse the employees for such work-related expenses as required by Labor Code § 2802. As an example, Mr. Bennett was regularly required to use his personal cell phone and vehicle for work purposes without any form of reimbursement.

Moreover, the employer issued incomplete and inaccurate wage statements to the employees that included, but not limited to, the total hours worked, overtime hours worked, reimbursement for work-related expenses, gross wages earned, net wages earned, all applicable rates of pay and the corresponding number of hours worked under each rate, all deductions, premium wages owed for missed rest and meal periods, and an accurate accounting for all wages, in violation of Labor Code section 226.

Finally, the employer willfully failed to pay the employees upon the termination of their employment all owing and unpaid wages for work performed by them during their employment and at the end of their employment. Such wages include, but are not limited to, wages for all hours worked, minimum wages, overtime premium wages for all overtime hours worked, compensation for missed meal and rest periods, and reimbursement for work-related expenses. The employer maintained and enforced a uniform policy by which it violated Labor Code section 204 by failing to pay all employees their earned wages in a timely manner following the end of each pay period within the deadlines set forth in Section 204.

The legal violations arising from the conduct referenced above and below include, but are not limited to, the following:

1. The employer failed to pay employees who were discharged or who resigned all wages owed within the time required by Labor Code §§ 201 and 202;
2. The employer failed to:
 - a. Record in ink or other indelible form, properly dated, showing the month, day, and year, all deductions made from payment of wages of the employees. They also failed to provide the employees with a copy of the statement, and they failed to maintain a record of the deductions on file for at least three years at the place of employment or at a central location within the State of California;

- b. Furnish to the employees, semimonthly or at the time of each payment of wages, a complete and accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked; (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer and; (7) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee;
3. The employer failed to keep accurate records, including but not limited to time and pay records showing when the employees begin and end each work period, start and stop times for meal periods and the total length of meal periods, the total daily hours worked in each payroll period, the applicable rate of pay and the total wages paid for at least three years at the place of employment or at a central location within the State of California;
4. The employer repeatedly employed the employees for work periods of more than five hours per day without providing them with timely meal periods of not less than 30 minutes during which the employees were relieved of all duties, and failed and refused to pay the employees one hour of pay at their regular rate of compensation for each workday that such meal periods were not provided;
5. The employer repeatedly employed the employees for work days of at least three and one half hours without authorizing and permitting them to take paid rest periods of at least 10 minutes net rest time for every four hours work time or major fraction thereof in the middle of each work period, insofar as practicable, and failed and refused to pay the employees one hour of pay at the their regular rate of compensation for each work day that one or more rest periods were not provided; and
6. The employer failed to provide the employees with reimbursement for work-related expenses.

The above-described conduct by the employer violates numerous provisions of the Labor Code, including but not limited to, Labor Code §§ 201, 201.3, 202, 203, 204, 218.5, 218.6, 223, 225.5, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1199, 2699, 2800, 2802, and the applicable California Industrial Welfare Commission Wage Order. The employees seek wages and penalties from the employer.

Very truly yours,

FITZPATRICK & SWANSTON



B. James Fitzpatrick

EXHIBIT B

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15 Attorneys for Plaintiff,
16 TIMOTHY BENNETT

17 David M. McLaughlin
18 ROPERS MAJESKI PC
19 535 Middlefield Road, Suite 245
20 Menlo Park, CA 94025
21 Telephone: (650) 364-8200
22 Facsimile: (650) 780-1701

23 Attorneys for Defendants
24 ROBINSON & MORETTI, INC. and
25 NICHOLAS ROBINSON

26 **SUPERIOR COURT OF CALIFORNIA**

27 **COUNTY OF SAN BENITO**

28 TIMOTHY BENNETT,

Plaintiff,

vs.

ROBINSON & MORETTI, INC.;
NICHOLAS ROBINSON; and DOES 1
through 50, inclusive,
Defendants.

Case No.: CU-23-00151

**PRIVATE ATTORNEYS' GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE**

1 Plaintiff Timothy Bennett ("Plaintiff"), individually and in his capacity as a
2 representative of the State of California on behalf of other aggrieved employees, and
3 Defendant Robinson & Moretti, Inc. ("Defendant"), hereby enter into this Private Attorneys'
4 Act Settlement Agreement ("Settlement") as follows:

5 **I. DEFINITIONS**

6 As used in this Settlement, the following terms shall have the following meanings:

- 7 1. "**Action**" shall mean the civil action filed on July 20, 2023, entitled *Timothy*
8 *Bennett v. Robinson & Moretti, Inc.*, San Benito County Superior Court, Case No. CU-23-
9 00151. For purposes of this Settlement Agreement, the Action only includes Plaintiff's
10 Seventeenth Cause of Action for violation of the California Labor Code Private Attorney
11 General Action of 2004 (California Labor Code § 2698 et seq.) (hereinafter referred to as the
12 "PAGA Claim") and does not include Plaintiff's individual claims.
- 13 2. "**Defendant**" shall mean Robinson & Moretti, Inc.
- 14 3. "**Defense Counsel**" shall mean David M. McLaughlin of Ropers Majeski PC.
- 15 4. "**Effective Date**" refers to the date upon which both of the following have
16 occurred: (i) approval of the Settlement is granted by the San Benito County Superior Court,
17 and (ii) the Court's Judgment approving the Settlement becomes Final. The Court's Judgment
18 approving the Settlement becomes Final on the later of: (1) the day after the last day by which
19 a notice of appeal of the Approval Order and/or of an order rejecting any motion to intervene
20 may be timely filed, and none is filed; (2) if such an appeal is filed, and the Approval Order is
21 affirmed, the day after the last date for filing a request for further review of the decision passes
22 and no further review is requested; (3) if an appeal is filed and further review of the decision
23 affirming the Approval Order is requested, the day after the request for review is denied with
24 prejudice and/or no further review of the decision can be requested, or (4) if review is
25 accepted, the day after the United States or California Supreme Court affirms the Settlement.
- 26 5. "**LWDA**" refers to the California Labor & Workforce Development Agency.
- 27 6. "**PAGA**" refers to the Labor Code Private Attorneys General Act of 2004,
28 California Labor Code Sections 2698 et seq.

1 7. **"PAGA Period"** shall mean April 26, 2022, through January 15, 2024 (subject
2 to the escalator provision set forth in Paragraph 27).

3 8. **"PAGA Settlement Members"** shall mean all individuals who are or previously
4 were employed by Defendant in California, who are or were classified as hourly, non-exempt
5 employees, at any time during the PAGA Period.

6 9. **"PAGA Fund"** shall mean the Gross Settlement Payment less Plaintiff's
7 Counsel Payment, Plaintiff's Enhancement Award, and the Settlement Administration Costs.

8 10. **"Plaintiff"** refers to Timothy Bennett, individually and in his capacity as
9 representative of the State of California on behalf of other aggrieved employees.

10 11. **"Plaintiff's Counsel"** refers to Fitzpatrick & Swanston and Diversity Law
11 Group, PC.

12 12. **"Parties"** collectively refers to Plaintiff and Defendant.

13 13. **"Released Claims"** shall mean any and all claims, whether known or unknown,
14 to recover civil penalties pursuant to PAGA for any alleged violations by Defendants of
15 California Labor Code §§ 201, 201.3, 202, 203, 204, 218.5, 218.6, 223, 225.5, 226, 226.7,
16 510, 512, 558, 1194, 1197, 1197.1, 1198, 1199, 2699, 2800, 2802, and any category of
17 violations identified in Labor Code § 2699.5, and the related applicable IWC Wage Order
18 provision for the PAGA Period, and any other violations that were alleged or could have been
19 alleged in Plaintiff's letter to the LWDA or any complaint filed in this Action, with the
20 exception of Plaintiff's Individual Claims.

21 14. **"Released Parties"** shall mean Defendant and its past, present and/or future,
22 direct and/or indirect, officers, directors, owners, vendors, employees, representatives,
23 administrators, attorneys, agents, related entities, parent companies, management companies,
24 subsidiaries and affiliated corporations, and their entities, consultants, shareholders, joint
25 ventures, insurers, re-insurers, predecessors, successors, and assigns, whether in their
26 individual or official capacities.

27 15. **"Settlement Administrator"** refers to a qualified, third-party settlement
28 administrator agreed to by the Parties to administer the terms of the Settlement.

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II. RECITALS

16. On April 26, 2023, Plaintiff sent a letter to Defendant and the LWDA, on behalf of himself and other aggrieved employees, in compliance with California Labor Code section 2699.3.

17. On July 20, 2023, Plaintiff filed an individual and PAGA complaint. The PAGA Claim seeks civil penalties and an award of reasonable attorneys' fees and costs.

18. The Parties engaged in settlement discussions, which ultimately led to this Settlement.

19. Plaintiff's Counsel has thoroughly investigated the facts relating to the claims alleged in the operative complaint and have made a thorough study of the legal principles applicable to the claims asserted against Defendant. Based on their independent investigation and evaluation of this case following significant exchange of information and informal discovery, Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, and potential appellate issues.

20. The Parties enter into this Settlement Agreement on a conditional basis. In the event the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose whatsoever.

21. Defendant denies, and continues to deny, each and every claim and contention alleged in the Action, and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action. Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural and factual grounds should this Settlement Agreement not become final. This Settlement Agreement reflects a compromise reached to end litigation.

22. The Parties stipulate and agree to the following terms of this Settlement Agreement with the intent that this Agreement finally disposes of the Action with prejudice,

1 excluding Plaintiff's Individual Claims.

2 23. **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and
3 conditions set forth, the Parties agree as follows:

4 **III. NON-ADMISSION OF LIABILITY**

5 24. Based on the factual and legal issues involved, the expense and time necessary to
6 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, and
7 the relative benefits to the PAGA Settlement Members of an expeditious resolution to the
8 Action, the Parties have concluded that the terms set forth in this Settlement are fair,
9 reasonable, adequate and in the best interests of the PAGA Settlement Members.

10 25. Defendant denies any liability for any of the claims in the Action, as well as any
11 other potential or unknown claims based on wage and hour violations under state or federal
12 law. Neither this Settlement, nor any document referred to or contemplated herein, nor any
13 action taken to carry out this Settlement, is, may be construed as, or may be used as, an
14 admission, concession, or indication by or against Defendant of any unlawful conduct, fault,
15 wrongdoing or liability whatsoever. Defendant specifically denies that it has engaged in any
16 unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

17 **IV. TERMS OF THE PAGA SETTLEMENT**

18 **A. The Gross Settlement Payment**

19 26. Defendant shall pay a settlement payment in a total amount of Twenty Thousand
20 Dollars (\$20,000.00) (the "Gross Settlement Payment"). This is the maximum required
21 payment under this Settlement Agreement. The Gross Settlement Payment includes the
22 PAGA Fund, Administration Costs, Service Award, Attorneys' Fees, and Attorneys'
23 Expenses.

24 **B. Escalation Clause**

25 27. The Gross Settlement Payment was calculated with, and is premised on,
26 Defendant's representation that there are approximately seven (7) aggrieved employees who
27 collectively worked a total of approximately 630 pay periods ("PAGA Pay Periods") during
28 the PAGA Period. If the final tally of PAGA Pay Periods increases by more than 10%, then
Defendant may elect to either: (i) increase the Gross Settlement Payment by the same

percentage above the 10% increase (e.g., if the PAGA Pay Periods count is 11% greater than the estimate, the Gross Settlement Payment will be increased by 1%); or (ii) truncate the PAGA Period so that the PAGA Period runs from April 26, 2022, through December 31, 2023.

C. Plaintiff's Counsel Payment of Attorneys' Fees and Costs

28. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed 33.33% or Six Thousand Six Hundred Sixty-Six Dollars (\$6,666.00) of the Gross Settlement Payment, and Plaintiff's Counsel will also seek reimbursement of reasonable litigation costs not to exceed One Thousand Five Hundred Dollars (\$1,500.00) (attorneys' fees and reasonable litigation costs are referred to as "Plaintiff's Counsel Payment"). Any reductions by the Court shall revert to the PAGA Fund.

29. Defendant will not oppose or object to Plaintiff's Counsel's application for attorneys' fees, not to exceed 33.33% of the Gross Settlement Payment, plus all documented and reasonable litigation costs and expenses.

30. Plaintiff's Counsel's fees and costs payments shall be paid from the Gross Settlement Payment. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.

D. Service Award

31. Plaintiff's Counsel will apply to the Court for a Service Award of up to One Thousand Dollars (\$1,000) to be paid to Plaintiff from the Gross Settlement Payment, subject to the Court's approval, in recognition of his service as a representative in this action for the Aggrieved Employees. The Service Award is in addition to Plaintiff's share of the Civil Penalties as an Aggrieved Employee and in addition to any separately negotiated settlement amount paid to Plaintiff for the release of his individual claims arising from or relating to Plaintiff's allegations in this Lawsuit.

32. Defendant will not oppose or object to Plaintiff's Counsel's application for a service award.

E. Settlement Administration Fees and Costs

33. Settlement administration shall be done by a qualified, third-party settlement

1 administrator agreed to by the Parties and approved by the Court ("Settlement
2 Administrator"). The Parties agree that the Settlement Administrative Costs shall be paid from
3 the Gross Settlement Payment. This includes all fees and costs for postage, envelopes, and
4 computer searches to locate addresses; and expenses of the Settlement Administrator to
5 implement and complete the settlement process according to the terms of this Settlement, to
6 calculate payments to individual PAGA Settlement Members, any cost associated with the
7 escheatment process for any uncashed or undeliverable settlement checks, to prepare any
8 necessary tax documents for PAGA Settlement Members, and any other related fees and costs
9 (the "Settlement Administrative Costs").

10 34. The settlement administration fees and costs shall be paid from the Gross
11 Settlement Payment, which is not to exceed Two Thousand Five Hundred Dollars (\$2,500.00).
12 Any reductions by the Court or any unused amount shall revert to the PAGA Fund.

13 **F. PAGA Fund**

14 35. After deducting the Service Award, Plaintiff's Counsel Payment, and Settlement
15 Administration Costs, the remainder of the Gross Settlement Payment shall be allocated
16 toward payment to the Labor & Workforce Development Agency and PAGA Settlement
17 Members (the "PAGA Fund").

18 36. Seventy-five percent (75%) or Six Thousand Two Hundred Fifty Dollars and
19 Fifty Cents (\$6,250.50) of the PAGA Fund will be sent to the LWDA, and twenty-five percent
20 (25%) or Two Thousand Eighty-Three Dollars and Fifty Cents (\$2,083.50) of the PAGA Fund
21 will be allocated among the PAGA Settlement Members, based on his or her proportionate
22 share of the weeks worked during the PAGA Period.

23 **V. COMPUTATION AND DISTRIBUTION OF GROSS SETTLEMENT FUND**

24 **A. Deposit of Gross Settlement Payment**

25 37. The Settlement Administrator shall establish a Qualified Settlement Fund
26 pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the
27 Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its
28 own Employer ID Number and calculate all settlement checks and withholdings (if any)

1 required under law based on information that will be confidentially furnished by Defendants.
2 There are no payroll deductions to be calculated under this Settlement, since no part of the
3 Settlement will be classified as wages.

4 38. Defendants shall deposit the Gross Settlement Payment with the Settlement
5 Administrator within thirty (30) calendar days of the Effective Date.

6 **B. Formula for Calculating Share of PAGA Fund**

7 39. The portion of the PAGA Fund that is paid to each PAGA Settlement Member
8 shall be determined based on the following formula:

9 a. The payment to PAGA Settlement Members will be based on the number
10 of pay periods worked by each PAGA Settlement Member during the PAGA Period.

11 b. The amount to be paid per pay period worked by a PAGA Settlement
12 Member will be calculated by dividing the value of the portion of the PAGA Fund that will be
13 paid to PAGA Settlement Members by the total number of pay periods worked by all PAGA
14 Settlement Members during the PAGA Period.

15 c. Defendant's records shall be determinative for purposes of calculating
16 the number of pay periods worked and any payments to PAGA Settlement Members.

17 **C. Distribution of PAGA Fund**

18 40. Defendant shall provide the Settlement Administrator with a list of the names
19 and addresses of the PAGA Settlement Members, to be furnished within thirty (30) days after
20 the Court issues an Order approving the Settlement. The contact information is being
21 provided confidentially to the Settlement Administrator only, and the Settlement
22 Administrator shall treat the information as private and confidential and take all necessary
23 precautions to maintain the confidentiality of contact information of the PAGA Settlement
24 Members. This information is to be used only to carry out the Settlement Administrator's
25 duties as specified in this Settlement.

26 41. Within seven (7) days after the Gross Settlement Payment is fully funded, the
27 Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent
28 (75%) of the PAGA Fund, or as otherwise directed by the Court.

1 42. Within seven (7) days after the Gross Settlement Payment is fully funded, the
2 Settlement Administrator shall distribute to PAGA Settlement Members their individual
3 portion of the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court.

4 43. Within seven (7) days after the Gross Settlement Payment is fully funded, the
5 Settlement Administrator shall distribute to the Plaintiff's Counsel their court-approved
6 Plaintiff's Counsel Payment and approved litigation costs.

7 44. The Settlement Administrator will send the Individual Payment to the PAGA
8 Settlement Members by postmarked First Class U.S. Mail, along with a letter explaining the
9 settlement in substantially the same form as Exhibit A hereto.

10 45. To provide the best notice and delivery of Individual Payments practicable, any
11 Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by
12 post-marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no
13 forwarding address is provided for an Individual Payment that is returned as non-deliverable,
14 the Settlement Administrator shall use the best available technology accessible (e.g. skip
15 tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable
16 method to locate PAGA Settlement Members and will then mail the Individual Payment to the
17 address identified by the best available technology accessible to the Settlement Administrator
18 or other mutually agreeable method. If no current address is located, the Individual Payment
19 for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be
20 located within two attempts at mailings by the Settlement Administrator, the Individual
21 Payment for that individual will be deemed undeliverable.

22 46. The Settlement Administrator shall maintain a list of the postmark date for the
23 original mailing of the Individual Payment to the PAGA Settlement Members, the postmark
24 date of any subsequent mailing to any PAGA Settlement Members, and a list of PAGA
25 Settlement Members who did not receive the Individual Payment due to the inability to locate
26 a valid address using the procedures described herein or who otherwise could not be located
27 within two attempts at mailing.

28 47. All settlement checks will remain valid and negotiable for 180 days from the

1 date of their mailing by the Settlement Administrator. Any Individual Payment not cashed
2 within 180 days from the date of their mailing by the Settlement Administrator shall be paid to
3 the following cy pres recipient: California Rural Legal Assistance Foundation.

4 48. No later than January 31 of the year following payment of their individual
5 portion of the PAGA Fund, the Settlement Administrator will prepare and issue IRS Form
6 1099 to PAGA Settlement Members who received a payment.

7 **D. Settlement Administration Payment**

8 49. Within seven (7) days after Gross Settlement Payment is fully funded, the
9 Settlement Administrator shall deduct an amount equivalent to the Settlement Administrative
10 Costs.

11 **VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS**

12 **A. Claims Released by the LWDA and All PAGA Settlement Members**

13 50. Upon the date of entry of an order by the Court in this Action approving this
14 Settlement, and payment of all funds due under this Settlement, the LWDA and PAGA
15 Settlement Members, including Plaintiff, fully release and forever discharge the Released
16 Parties from any and all Released Claims, with the exception of Plaintiff's Individual Claims.
17 As a result of this release, the PAGA Settlement Members will be unable to bring a claim
18 under, or recover in any other claim brought under, the California Private Attorneys General
19 Act, California Labor Code § 2698 et seq., for any violations of the Released Claims that took
20 place during the PAGA Period.

21 **B. Tax Treatment and Tax Indemnification**

22 51. PAGA Settlement Members will assume any tax obligations or consequences
23 which may arise from this Settlement. PAGA Settlement Members release any and all claims
24 that they have or may have against Defendants for any claims, demands, deficiencies, levies,
25 assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries
26 related to any payments made under this Settlement. If any state or federal taxing authority
27 contacts, investigates, or pursues any action against any PAGA Settlement Members for their
28 individual share of taxes related to any payments made under this Settlement or any

1 compensation provided at any time by Defendants or any of the Released Parties, each PAGA
2 Settlement Member shall be responsible for their own defense of and payment for any claim of
3 unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the
4 PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA
5 Settlement Member has questions about any liability to any state or federal taxing authority,
6 they shall contact the Settlement Administrator. The PAGA Settlement Members shall not
7 contact Defendants, any of the Released Parties, or Defense Counsel.

VII. MISCELLANEOUS PROVISIONS

A. Mutual Full Cooperation

9 52. Plaintiff and Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully
10 cooperate with each other to accomplish the terms of this Settlement, including, but not limited
11 to, execution of such documents and to take such other action as may reasonably be necessary
12 to implement the terms herein. The Parties agree to use their best efforts and any other efforts
13 that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

B. Parties' Authority

14 53. The signatories hereto represent that they are fully authorized to enter into this
15 Settlement.

C. Binding Nature of the Settlement

16 54. This Settlement shall be binding upon, and inure to the benefit of, the successors
17 or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that he has not
18 directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of
19 action or rights released in the Released Claims in this Settlement. This Settlement also shall
20 be binding upon Plaintiff and the PAGA Settlement Members.

21 55. This Settlement may be amended or modified only by a written instrument. No
22 rights under this Settlement may be waived except in writing.

23 56. This Settlement constitutes the entire agreement between Plaintiff and
24 Defendants relating to the settlement of the PAGA cause of action alleged in this Action. All
25 prior or contemporaneous agreements, understandings and statements, whether oral or written,
26 whether express or implied, and whether by a party or its counsel, concerning this Settlement
27 are merged herein. No oral or written representations, warranties or inducements have been
28

1 made to any party concerning this Settlement other than the representations, warranties and
2 covenants contained and memorialized in such documents.

3 57. Paragraph titles or captions contained herein are inserted as a matter of
4 convenience and for reference, and in no way define, limit, extend, or describe the scope of
5 this Settlement or any of its provisions. Each term of this Settlement is intended to be
6 contractual and not merely a recital.

7 **D. Joint Drafting of Settlement Documents**

8 58. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a
9 result of a series of arm's-length negotiations, considering all relevant factors, present and
10 potential.

11 59. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense
12 Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall
13 not be construed against any of the Parties.

14 **E. Execution of the Settlement**

15 60. This Settlement may be executed in one or more counterparts and by electronic
16 signatures. All executed copies of this Settlement and photocopies thereof shall have the same
17 force and effect and shall be as legally binding and enforceable as the original.

18 **F. Continuing Jurisdiction of the Court**

19 61. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree
20 that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i)
21 monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this
22 Settlement or the administration of the benefits of this Settlement.

23 **G. Representations by Plaintiff**

24 62. Plaintiff acknowledges the following:

25 a. Plaintiff has carefully read and fully understands all of the provisions of
26 this Settlement;

27 b. Plaintiff knowingly and voluntarily agrees to all of the terms set forth in
28 this Settlement and has not been coerced, threatened, or intimidated into executing this
Settlement;

c. Plaintiff was advised, and hereby is advised in writing, to consider the

terms of this Settlement and consult with his attorneys before signing this Settlement.

d. Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiff acknowledges that all parties shall bear their own fees and costs through the conclusion of this action.

H. Representations by Defendant

63. Defendant acknowledges the following:

a. Defendant has carefully read and fully understand all of the provisions of this Settlement;

b. Defendant knowingly and voluntarily agrees to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;

c. Defendant was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with its attorneys before signing this Settlement.

d. Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendant acknowledges that all parties shall bear their own fees and costs through the conclusion of this action.

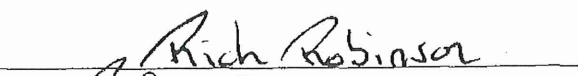
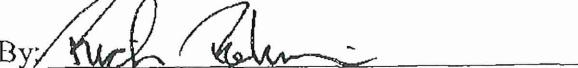
Dated: January 29, 2024

PLAINTIFF TIMOTHY BENNETT


Timothy Bennett

Dated: January 25, 2024

DEFENDANT ROBINSON & MORETTI, INC.


By: 

APPROVED AS TO FORM ONLY:

Dated: 1/29, 2024

FITZPATRICK & SWANSTON
DIVERSITY LAW GROUP, P.C.

By: 
B. James Fitzpatrick
Howard L. Magee
Attorneys for Plaintiff
TIMOTHY BENNETT

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Additional signature follows.

Dated: January 25, 2024

ROPERS MAJESKI PC

By:  _____

David M. McLaughlin
Attorneys for Defendants
ROBINSON & MORETTI, INC. and

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EXHIBIT C

Cost/Expense Detail

Date	Code	Check #	Type	Units	Amount	Description	Date Billed	Amount Billed
B0073 Bennett, Timothy								
600 Labor & Employment								
12/8/22	16	60437	Exp.		15.43	General Logistics Systems US, Inc. Delivery Service on 11/14/22		
7/24/23	102		Cost		1,435.00	Compliant; Complex Fee		
7/28/23	102		Cost		11.95	Odyssey Efile		
9/21/23	16	60599	Exp.		12.43	General Logistics Systems US, Inc. Delivery Service on 09/06/23		
10/24/23	102		Cost		147.80	Sayler Legal Service - Process Service Fee		
10/24/23	102		Cost		147.80	Sayler Legal Service - Process Service Fee		
11/9/23	102		Cost		11.95	Odyssey Efile		
1/25/24	102		Cost		11.95	Odyssey Efile		
Matter Total					1,794.31			.00
Client Total					1,794.31			.00
Report Total:								
Total					1,794.31			.00

Types: Unbilled Costs, Unbilled Expenses, Billed Costs, Billed Expenses

Selection criteria: Client: B0073 Matter: 600

Sorted by: Client Number / Matter Number

1 **PROOF OF SERVICE**

2 I am employed in the County of Monterey, State of California. I am over the age of 18
3 and not a party to the within action; my business address is FITZPATRICK & SWANSTON,
4 555 S. Main Street, Salinas, California 93901.

5 On the date written below, I served the foregoing document(s), described as
6 **JOINT STIPULATION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL
7 ACT (LABOR CODE § 2698 ET SEQ.) SETTLEMENT AGREEMENT AND
8 RELEASE**

9 on the interested parties in this action as indicated below and by the following means:

10 Howard L. Magee (SBN: 185199)
11 Larry W. Lee (SBN: 228175)
12 DIVERSITY LAW GROUP, P.C.
13 515 S. Figueroa Street, Suite 1250
14 Los Angeles, CA 90071
15 Telephone: (213) 488-6555
16 Facsimile: (213) 488-6554

David M. McLaughlin
ROPER MAJESKI PC
535 Middlefield Road, Suite 245
Menlo Park, CA 94025
Telephone: (650) 364-8200
Facsimile: (650) 780-1701

Attorneys for Defendants
ROBINSON & MORETTI, INC. and
NICHOLAS ROBINSON

17 xx

(BY ELECTRONIC SERVICE) Pursuant to CCP § 1010.6 and Cal.
Rules of Court, Rule 2.251, I caused the document(s) to be served,
addressed to the person(s) at the e-mail address(es) listed above. I did
not receive within a reasonable time after e-service, any electronic
message or other indication that e-service was unsuccessful.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct, and that this declaration was executed on January 30, 2024, at
20 Salinas, California.

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22 Josie Favila
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