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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

PHILLIPS VERDIN, an individual,

Plaintiff,

v.

EICHLEAY, INC., a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

CASE NO: C23-01050

Assigned to the Hon. John P. Devine, Dept. 9

**STIPULATION AND [PROPOSED] ORDER
APPROVING SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS
AND DISMISSING ACTION WITH
PREJUDICE**

Complaint Filed: May 4, 2023

FAC Filed: June 22, 2023

STIPULATION

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

1. On April 6, 2023, Plaintiff Phillips Verdin (“Plaintiff”) complied with the requirements set forth in Labor Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, “PAGA”) by sending a letter, by online submission to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant Eichleay, Inc. (“Defendant”), setting forth the facts and theories of the violations alleged against Defendant. (Declaration of Daniel F. Gaines [“Gaines Decl.”] at ¶ 6; Exhibit “B”).

2. Plaintiff filed his individual Complaint on May 4, 2023 seeking damages and penalties on behalf of himself for Defendant’s violations of the California Labor Code and Business and Professions Code, codified as § 17200, *et seq.*, by allegedly failing to pay all overtime wages due, provide meal and rest periods, or compensation in lieu thereof, issue complete and accurate wage statements, and timely pay all wages due at separation. Thereafter, on June 22, 2023, Plaintiff filed his First Amended Complaint, which added a cause of action pursuant to PAGA and alleged the above claims on behalf of Plaintiff and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.* (the “Action”). The alleged violations occurred when Plaintiff worked for Defendant in Contra Costa County, California. (Gaines Decl. at ¶ 7).

3. During the course of the litigation, Plaintiff and Defendant (hereinafter Plaintiff and Defendant are collectively referred to as the “Parties”) engaged in informal discovery and shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the action and potential defenses thereto. The Parties have reached this settlement only after such discovery and investigation was performed. (Gaines Decl. at ¶¶ 8-10).

4. On January 17, 2024, the Parties mediated with mediator Brandon McKelvey, Esq. After extensive negotiations over several weeks, the Parties reached a settlement of the Action which was memorialized in a Settlement Agreement and Release of Private Attorneys General Act Claim signed by all Parties. (Gaines Decl. at ¶ 11; Exhibit “C” thereto (the “Settlement Agreement” or the “PAGA Settlement”)).

1 5. The Parties engaged in arm's-length negotiations and reached a resolution of
2 Plaintiff's individual claims and the PAGA claims asserted in the Action. Based on the information
3 and documents obtained through informal discovery and during mediation, Plaintiff assessed the
4 maximum value of the PAGA claims (without stacking) to be approximately \$344,500 (at the rate
5 of a \$100 penalty for approximately 3,445 pay periods at issue for approximately 105 PAGA
6 Members during the applicable time frame). (Gaines Decl. at ¶¶ 9-14).

7 6. Defendant denied and continues to deny any liability to Plaintiff or any other
8 allegedly aggrieved employee for any violations alleged in the Action. (Gaines Decl. at ¶ 12).

9 7. The amount of the PAGA Settlement is \$82,025 which recovers discretionary
10 penalties and includes an apportionment of attorneys' fees and costs. (Gaines Decl. at ¶ 15). By a
11 separate confidential agreement, the Parties have resolved Plaintiff's individual claims through a
12 comprehensive general release in favor of Defendant. In connection with his general release of all
13 claims, Plaintiff will be paid a confidential sum, separate from the Gross Settlement Amount.¹ *Id.*

14 8. The Parties agree that the settlement amount represents a fair compromise of the
15 claims, including the related costs of litigation and risk. (Gaines Decl. at ¶¶ 9-15).

16 9. Based on their extensive experience litigating over 100 representative actions,
17 counsel for Plaintiff believes the PAGA Settlement is fair and reasonable and warrants approval by
18 the Court. (Gaines Decl. at ¶¶ 2-5; Exhibit "A" to Gaines Decl.).

19 10. The Parties agree that this Stipulation should be sufficient for purposes of approving
20 the settlement of the Action as set out in the Settlement Agreement pursuant to the requirements
21 set out in Labor Code § 2699(1)(2). Accordingly, the Parties respectfully request that the Court enter
22 the accompanying Order, approving the Settlement (attached to the Gaines Decl. as Exhibit "C"),
23 as permitted by Labor Code § 2699(1), and dismissing the Action with prejudice. (Gaines Decl. at
24 ¶ 16).

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

1 11. The Parties further agree that, after entry of this Order, the Court will have
2 continuing jurisdiction under California Code of Civil Procedure § 664.6 to enforce the Settlement
3 Agreement. (Gaines Decl. at ¶ 17).

4 12. Plaintiff has submitted a copy of the Settlement Agreement, together with this
5 Stipulation, and Declaration of Daniel F. Gaines to the LWDA as required by PAGA. (Gaines Decl.
6 at ¶ 18; Exhibit “D”).

7 **IT IS SO STIPULATED.**

8 **ATTORNEYS FOR PLAINTIFF:**

9 Dated: March 27, 2024

Respectfully submitted,

10
11 GAINES & GAINES
12 A Professional Law Corporation

13 By: 
14 DANIEL F. GAINES
15 ALEX P. KATOFISKY

16 **ATTORNEYS FOR DEFENDANT:**

17 Dated: March 27, 2024

JACKSON LEWIS P.C.

18 By: 
19 GABRIEL N. RUBIN
20 LAUREN B. SHELBY

[PROPOSED] ORDER

The Court, having reviewed the Parties' Settlement Agreement and Release of Private Attorneys General Act Claim (the "Settlement" or "Settlement Agreement") attached as Exhibit "C" to the concurrently filed Declaration of Daniel F. Gaines, together with the Stipulation of the Parties and exhibits attached thereto, hereby ORDERS as follows:

1. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law.

2. The Court approves the penalties to be paid to the PAGA Members and the State of California as set forth in the Settlement, pursuant to Labor Code § 2699(l). The Court further approves all payments to be made to Plaintiff's counsel and the Settlement Administrator, based on the terms of the Settlement.

3. Upon entry of this Order, the Parties and the Settlement Administrator shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

4. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

5. The Action is hereby DISMISSED WITH PREJUDICE.

6. The Court retains continuing jurisdiction under California Code of Civil Procedure § 664.6 to enforce the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT