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5 Attorneys for Plaintiff Marissa Silva,
6 on behalf of herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

7 *[Additional Counsel on Next Page]*

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

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

13 Plaintiff,

14 v.

15
16 DRIVELINE RETAIL MERCHANDISING,
INC., a New Jersey corporation, and DOES 1
17 through 10, inclusive,

18 Defendants.

Case No. ECU003111

Assigned to Hon. L. Brooks Anderholt, Dept 9

**STIPULATION AND [PROPOSED] ORDER
APPROVING SETTLEMENT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL
ACT**

*[Concurrently filed: Declaration of Evan S.
Gaines]*

Complaint Filed: September 11, 2023

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22 *Pro Hac Vice Application to be Filed

20 Attorneys for Defendant
21 DRIVELINE RETAIL MERCHANDISING, INC.

STIPULATION

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

1. On July 5, 2023, Plaintiff Marissa Silva (“Plaintiff”) transmitted a letter to the California Labor & Workforce Development Agency (“LWDA”) and Defendant Driveline Retail Merchandising, Inc. (“Driveline”) 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; failure to pay all minimum and overtime wages due; the failure to pay premium wages for missed rest and meal breaks; reimburse all business expenses; the failure to issue accurate wage statements; and the failure to pay all wages due at the separation of employment. See Declaration of Evan S. Gaines (“Gaines Decl.”) at ¶ 6; **Exhibit B** to Gaines Decl.

2. On September 11, 2023, Plaintiff filed a Representative Action Complaint in the Superior Court of the State of California for the County of Imperial, thereby commencing this Action entitled *Marissa Silva v. Driveline Retail Merchandising, Inc., a New Jersey corporation*, case number ECU003111. 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, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, and 2802. Gaines Decl. at ¶ 7.

3. On May 21, 2024, Plaintiff transmitted a supplemental letter to the LWDA, Driveline, and Trion Solutions II, Inc. (“Trion”) (collectively, Driveline and Trion are referred to as the “Defendants”) that Plaintiff alleges to be in compliance with the exhaustion requirements of the PAGA, alleging claims against Trion. Gaines Decl. at ¶ 8; **Exhibit C** to Gaines Decl.

4. On August 6, 2024, Plaintiff filed a First Amended Complaint that formally added Trion Solutions II, Inc. as an additional Defendant. Gaines Decl. at ¶ 9.

5. Defendants dispute and deny the allegations and claims asserted in the Action and deny that the Action is suitable for representative treatment. Gaines Decl. at ¶ 10.

6. During the course of the litigation, Plaintiff and Defendants (hereinafter, Plaintiff and Defendants are collectively referred to as the “Parties”) engaged in informal discovery and fully

1 shared the information necessary for all sides to conduct a legitimate investigation into the
2 allegations of the action and potential defenses thereto. The Parties have reached their settlement
3 only after such discovery and investigation were performed. Gaines Decl. at ¶ 11.

4 7. Prior to attending a mediation and during that mediation, Defendants produced
5 extensive documents, including employee handbooks, wage statements and time records, summary
6 spreadsheets, and Aggrieved Employee time and pay records. The Parties attended two mediations
7 with mediator Brandon McKelvey, Esq. on May 20, 2024 and October 25, 2024, wherein an
8 agreement was reached following a mediator's proposal. Gaines Decl. at ¶ 12.

9 8. The terms and conditions of the settlement are set forth in the Private Attorneys
10 General Act (Labor Code § 2698 *et seq.*) Settlement Agreement ("Settlement" or "Settlement
11 Agreement"). The Settlement Agreement resolves all claims asserted in the LWDA Letters and First
12 Amended Complaint. Gaines Decl. at ¶ 13; **Exhibit D** to the Gaines Decl.

13 9. Based on the information and documents obtained through informal discovery,
14 Plaintiff initially assessed the maximum value of the limited PAGA claims to be released by the
15 settlement to be approximately \$729,600 (at the rate of a \$100 penalty for approximately 7,296 pay
16 periods at issue, without stacking violations). Gaines Decl. at ¶ 14.

17 10. As set forth in the Settlement Agreement, the Gross Settlement Amount is \$225,000,
18 and includes an apportionment of attorneys' fees and costs, payment to the settlement administrator,
19 and an enhancement award to Plaintiff. Gaines Decl. at ¶ 15. By a separate confidential agreement,
20 the Parties have resolved all of Plaintiff's individual claims through a comprehensive general release
21 in favor of Defendants. In connection with her general release of all claims, Plaintiff will be paid a
22 confidential sum, separate from the Gross Settlement Amount.¹ *Id.* Plaintiff's Counsel is not
23 recovering any attorney's fees from Plaintiff's individual settlement. *Id.*

24 11. Due to the passage of time between the first mediation and the second mediation,
25 the Parties have concluded that the "escalator clause" would be applicable. Defendants originally
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 estimated that there were approximately 7,296 pay periods worked during the PAGA Period
2 following the initial mediation. Defendants have subsequently determined that through the date of
3 the second mediation, October 25, 2024, there were 9,099 pay periods worked by approximately
4 969 PAGA Settlement Employees. Accordingly, the number of pay periods at issues has increased
5 by 24%, and the Gross Settlement Amount shall increase by 14%, adding \$31,500 to the Gross
6 Settlement Amount set forth in Paragraph III.2 of the Settlement Agreement. Gaines Decl. at ¶ 16.

7 12. Based on his extensive experience litigating over 60 representative actions, counsel
8 for Plaintiff believe the settlement here is fair and reasonable and warrants approval by the Court.
9 Gaines Decl. at ¶¶ 2-5; **Exhibit A** to Gaines Decl.

10 13. Plaintiff has submitted a copy of the Settlement Agreement, together with this
11 Stipulation and Order and Judgement, and the Declaration of Evan S. Gaines, to the LWDA as
12 required by PAGA. Gaines Decl. at ¶ 17; **Exhibit E**.

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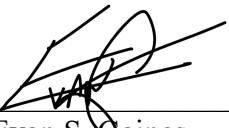
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1 14. The Parties request that the Court enter the below order approving the Settlement,
2 as permitted by Labor Code § 2699(1), and entering Judgment in accordance with the terms and
3 conditions of the Settlement Agreement. Gaines Decl. at ¶ 18.

4 **IT IS SO STIPULATED.**

5 Dated: February 11, 2025

GAINES LAW CORPORATION

6
7 By: 
8 Evan S. Gaines
 Attorney for Plaintiff Marissa Silva

9 Dated: February 10, 2025

LITTLER MENDELSON, P.C.

10
11 By: 
12 Robert S. Blumberg, Esq.
13 Melanie Rollins, Esq.
14 Attorneys for Defendant
 TRION SOLUTIONS II, INC.

15 Dated: February 10, 2025

HAIGHT BROWN & BONESTEEL LLP

16 By: 
17 Yvette Davis, Esq., Esq.
18 Attorneys for Defendant
19 DRIVELINE RETAIL MERCHANDISING,
20 INC.

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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.

3. 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 dismissed with prejudice, with all Parties to bear their separate fees and costs, except as expressly set forth in the Settlement Agreement.

Dated: _____

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PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of VENTURA, State of California. I am over the age of 18 and not a party to the within action; my business address is 4550 East Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

____ (For messenger) my business address is:

On February 11, 2025, I served the foregoing document described as **STIPULATION AND ORDER APPROVING SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Yvette Davis, Esq.
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Douglas Bracken
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Attorneys for Defendant
TRION SOLUTIONS II, INC.

 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission via email pursuant to an agreement between counsel on the counsel of record listed above.

 X (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the Labor & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov) in accordance with the procedure imposed by the LWDA.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 11, 2025, at Westlake Village, California.



EVAN S. GAINES, ESQ.