

Frank L. Tobin, CA Bar No. 166344
frank.tobin@ogletree.com
Cameron J. Davila, CA Bar No. 313438
cameron.davila@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Telephone: 858-652-3100
Facsimile: 858-652-3101

Attorneys for Defendant IDX CORPORATION

Jean-Claude Lapuyade, CA Bar No. 248676
Jlapuvade@icl-lawfim.com
Sydney Castillo Johnson, CA Bar No. 343881
Scastillo@icl-lawfirm.com
Monnett De La Torre, CA Bar No. 272884
Mdelatone@icl-lawfim.com
JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Phone: (619) 599-8292
Fax: (619) 599-8291

[Additional Counsel on Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

COLBY WILLIAMS, an individual, in his
representative capacity on behalf of the State of
California and fellow Aggrieved Employees,

Plaintiff,

vs.

IDX CORPORATION, a Delaware corporation;
and DOES 1-50, Inclusive,

Defendants.

Case No. CIVSB2415904

**JOINT STIPULATION TO APPROVE
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AND RELEASE
AGREEMENT**

[Assigned for all purposes to The Honorable
Jeffrey R. Erickson, Dept. S14]

Action Filed: May 2, 2024
Trial Date: None Set

1 Shani O. Zakay, CA Bar No. 277924
2 Shani@zakaylaw.com
3 **ZAKAY LAW GROUP, APLC**
4 5440 Morehouse Drive, Suite 3600
5 San Diego, CA 92121
6 Phone: (619) 255-9047
7 Fax: (858) 404-9203

8 Kevin J. Stoops, CA Bar No. 332200
9 Kstoops@sommerspc.com
10 Paulina R. Kennedy
11 PKennedy@sommerspc.com
12 **SOMMERS SCHWARTZ, P.C.**
13 One Towne Square, 17th Floor
14 Southfield, MI 48076
15 Phone: (248) 355-0300
16 Fax: (248) 746-4001

17 *Attorneys for Plaintiff Colby Williams, and in his representative capacity on behalf of the State of*
18 *California and fellow Aggrieved Employees*
19
20
21
22
23
24
25
26
27
28

Plaintiff Colby Williams ("Plaintiff"), individually, and on behalf of themselves and other current and former aggrieved employees, and Defendant IDX Corporation ("Defendant") (collectively referred to herein as "the Parties"), by and through their respective counsel of record, hereby stipulate as follows for purposes of settling this Private Attorneys General Act ("PAGA") action.

RELEVANT HISTORY AND TERMS OF SETTLEMENT

1. On May 2, 2024, Plaintiff filed a wage and hour class action lawsuit against IDX Corporation alleging: (1) Unfair Business Practices; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Waiting Time Penalties; and (8) Failure to Reimburse for Business Expenses, San Bernardino Court, Case No. CIVSB2415904.

2. Defendant contends that Plaintiff signed a valid and enforceable arbitration agreement requiring individual arbitration.

3. On August 26, 2024, the Court granted the Parties stipulation to file a First Amended Complaint ("FAC"), dismiss the class claims, and arbitrate individual claims. The FAC added a cause of action for Civil Penalties Pursuant to PAGA (Labor Code § 2699, et seq.) for alleged violations of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198 and 2802.

3. Plaintiff provided notice to Defendant and to the California Labor and Workforce Development Agency ("LWDA") of the Labor Code violations alleged to have been committed by Defendant. The LWDA has not, at any time, indicated the intention to investigate the alleged violations referenced Plaintiff's PAGA Letter.

4. After significant meet and confer efforts, on March 28, 2025, the Parties participated in a full-day of private mediation with Kevin Barnes, a well-regarded mediator experienced in mediating complex employment matters, and while the Parties did not reach agreement on that date, the Parties later reached material terms of settlement that were acceptable to the Parties.

5. In connection with the mediation, the Parties engaged in informal discovery, which included Defendants' production of a sample of employee time and pay records, PAGA size and pay period data, and Defendant's applicable policies and handbooks, among other things.

6. Based on their own independent investigations and evaluations, the Plaintiff and his

1 respective counsel are of the opinion that the settlement for the consideration and on the terms set
2 forth in the Settlement Agreement are fair, reasonable and adequate. Plaintiff's counsel believes that
3 the settlement amount entered into is in the best interests of Plaintiff and the Aggrieved Employees
4 given the inherent risk of litigation.

5 7. Attached hereto as "**EXHIBIT A**" is the fully executed Settlement Agreement and
6 Release of Individual and PAGA Claims ("Settlement," "Settlement Agreement," or "Agreement")
7 setting forth the terms of the settlement. Attached hereto as "**EXHIBIT B**" is the Notice of PAGA
8 Settlement and Release of Claims, which will be sent to Aggrieved Employees as notice of the PAGA
9 Settlement and their respective Individual PAGA Payment. The terms of the Settlement will be
10 effective upon the Court's Approval Order of this Joint Stipulation.

11 8. The Gross Settlement Amount that will be funded is \$77,500.00, and is broken down
12 as follows:

- 13 • \$25,833.33 Attorney's Fees (33% of total settlement value);
- 14 • \$16,521.82 Cost of Litigation
- 15 • \$3,500.00 Cost of Settlement Administration
- 16 • \$10,000.00 Plaintiff's Service Awards

17 Sub-Total of \$21,644.85.00. 75% (\$16,233.64) shall be assigned/paid to the LWDA as
18 penalties. The remaining 25% (\$5,411.21) in cash will be disbursed among all employees based on
19 pay periods employed during the PAGA Period. The alleged group of aggrieved employees consists
20 of all current and former non-exempt employees employed by Defendant in the State of California
21 at any time during the PAGA Period (the "Aggrieved Employees" and/or "PAGA Settlement
22 Members").

23 9. The payment to PAGA Settlement Members will be based on the number of pay
24 periods worked by each PAGA Settlement Member during the PAGA Period. The Administrator
25 will calculate each Individual PAGA Payment by (a) dividing the PAGA Employees' Share (which
26 is 25% of the PAGA Penalties Amount) by the total number of PAGA Period Pay Periods worked
27 by all Aggrieved Employees during the PAGA Period. The resulting pay period value will then be
28 multiplied by the number of PAGA Pay Periods worked by each PAGA Settlement Member to

1 calculate their individual PAGA payment.

2 10. The PAGA Period means May 4, 2023 to June 1, 2025.

3 11. On or about August 11, 2025, Plaintiff provided notice of the Settlement Agreement
4 to the LWDA by electronically submitting a copy of the Settlement Agreement.

5 12. Nothing in this Stipulation, the PAGA Settlement, nor any exhibit, document, or
6 instrument delivered thereunder will be construed as an admission by Defendant in any way that
7 the claims asserted have any merit or that this Action was properly brought as a representative
8 action, and shall not be used as evidence of, or used against Defendant as, an admission or
9 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
10 omission by Defendant or with respect to the truth of any allegation asserted by any person.

11 **WHEREFORE, IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES**
12 **HERETO, THROUGH THEIR RESPECTIVE COUNSEL, AS FOLLOWS:**

- 13 1. The Parties stipulate and jointly propose that the Court review and approve the terms
14 contained in the Parties' Settlement Agreement, attached as **EXHIBIT A**, in full.
- 15 2. The Settlement represents a reasoned compromise reached through arm's-length
16 negotiations and considers the risks, complexity, and expense of further litigation.
- 17 3. Upon the Court's approval of the Settlement Agreement, it is agreed that Defendant
18 will fund the settlement pursuant to the terms of the Settlement Agreement and the
19 entire Action will be dismissed, with prejudice.
- 20 4. Upon the Court's approval of the Settlement Agreement, Plaintiff, on behalf of
21 themselves, the State of California, the LWDA, and the PAGA Settlement Members,
22 will be deemed to have released and forever discharged Defendant and each of their
23 former and present insurers, brands, concepts, affiliates, subsidiaries, parent
24 companies, predecessors, successors, assigns, employees, officers, directors, agents,
25 attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any
26 individual or entity that could be jointly liable with Defendant ("Released Parties")
27 from liability for any and all claims for PAGA penalties that were alleged, or
28 reasonably could have been alleged, based on the factual allegations stated in the

1 Action, the Operative Complaint, and any amendments thereto, which occurred
2 during the PAGA Period, including but not limited to, all claims for: (1) Unfair
3 Business Practices; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime
4 Wages; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Periods; (6)
5 Failure to Provide Accurate Itemized Wage Statements; (7) Waiting Time Penalties;
6 and (8) Failure to Reimburse for Business Expenses all in violation of Labor Code §§
7 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198 and 2802.

8
9 **IT IS SO STIPULATED.**

10
11 DATED: August 11, 2025

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

12
13
14 By: _____

Frank L. Tobin
Cameron J. Davila

15
16 Attorneys for Defendant IDX CORPORATION
17

18
19 DATED: August 11, 2025

SOMMERS SCHWARTZ, P.C.

20 By: /s/ Kevin J. Stoops

21 Kevin J. Stoops
Paulina R. Kennedy

22 Attorneys for Plaintiff, Colby Williams, and in
23 his representative capacity on behalf of the State
24 of California and fellow Aggrieved Employees
25
26
27
28