

EVAN S. GAINES, ESQ. SBN 287668  
**GAINES LAW CORPORATION**  
4550 E. Thousand Oaks Blvd., Suite 100  
Westlake Village, CA 93162  
Telephone: (805) 892-8200  
Facsimile: (805) 800-8928  
Email: evan@gaines.law

Attorneys for Plaintiff Kelvin Coenen,  
on behalf of himself and all “aggrieved employees”  
pursuant to Labor Code § 2698 *et seq.*

Electronically Filed  
1/2/2025  
Superior Court of California  
County of Stanislaus  
Clerk of the Court  
By: Brenton Ratley, Deputy

\$435 PAID

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF STANISLAUS**

KELVIN COENEN, on behalf of himself  
and all “aggrieved employees” pursuant to  
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

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

Defendants.

CASE NO: CV-24-007300

Assigned the Honorable John D. Freeland, Dept. 23

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

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

*Complaint Filed: September 16, 2024*



1           6.       The terms and conditions of the settlement are set forth in the Private Attorneys  
2 General Act (Labor Code § 2698 *et seq.*) Settlement Agreement (“Settlement” or “Settlement  
3 Agreement”). The Settlement Agreement resolves all claims asserted in the LWDA Letters and the  
4 Complaint. Gaines Decl. at ¶ 11; **Exhibit C** to the Gaines Decl.

5           7.       Based on the information and documents obtained through informal discovery,  
6 Plaintiff assessed the maximum value of the limited PAGA claims to be released by the settlement  
7 to be approximately \$123,250 (at the rate of a \$100 penalty for approximately 2,465 weekly pay  
8 periods at issue for approximately 72 Aggrieved Employees, without stacking violations). Since this  
9 Action falls into the gambit of the revised PAGA statute, any weekly pay periods are halved (and  
10 included in the calculation above), and Defendant is entitled to a discount on the maximum penalty  
11 for complying with PAGA at early stages of the litigation, which Defendant sought to do. As such,  
12 the Parties agreement represents a compromise considering these additional elements. Gaines Decl.  
13 at ¶ 12.

14           8.       As set forth in the Settlement Agreement, the Gross Settlement Amount is \$45,000,  
15 and includes an apportionment of attorneys’ fees and costs, and payment to the settlement  
16 administrator. By a separate confidential agreement, the Parties have resolved all of Plaintiff’s  
17 individual claims through a comprehensive general release in favor of Defendant. In connection  
18 with his general release of all claims, Plaintiff will be paid a confidential sum, separate from the  
19 Gross Settlement Amount and will not receive any payment from the Gross Settlement.<sup>1</sup> Plaintiff’s  
20 Counsel is not recovering any attorney’s fees from Plaintiff’s individual settlement. Gaines Decl. at  
21 ¶ 13.

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

25  
26  
27           <sup>1</sup> 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           10. Plaintiff has submitted a copy of the Settlement Agreement, together with this  
2 Stipulation and Order and Judgement, and the Declaration of Evan S. Gaines, to the LWDA as  
3 required by PAGA. Gaines Decl. at ¶ 14; **Exhibit D**.

4           11. The Parties request that the Court enter the below order approving the Settlement,  
5 as permitted by Labor Code § 2699(1), and entering Judgment in accordance with the terms and  
6 conditions of the Settlement Agreement. Gaines Decl. at ¶ 15.

7           **IT IS SO STIPULATED.**

8           Dated: December 23, 2024

GAINES LAW CORPORATION

9  
10 By: 

11           EVAN S. GAINES, ESQ.

12           Attorney for Plaintiff Kelvin Coenen

13           Dated: December 23, 2024

HENDERSON HATFIELD,  
A Professional Corporation

14  
15 By: /s/ Stacy L. Henderson

16           STACY L. HENDERSON, ESQ.

17           Attorneys for Defendant eContactlive, Inc.  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ORDER**

The Court has reviewed the Parties’ Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement (the “Settlement” or “Settlement Agreement”) attached as **Exhibit D** to the concurrently-filed Declaration of Evan S. Gaines, together with the Stipulation of the Parties and the Declaration of Evan S. Gaines and exhibits attached thereto. Based thereon, it is hereby ordered 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 aggrieved employees 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 counsel and Plaintiff based on the terms of the Settlement.

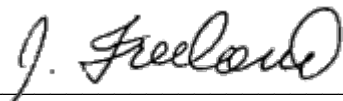
3. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

4. The Court retains jurisdiction over this Action and over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of 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.

**IT IS SO ORDERED.**

Dated: 12/30/2024

  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT  
John Freeland

**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.

On December 23, 2024, 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:

**STACY L. HENDERSON, ESQ.**  
**HENDERSON HATFIELD, A Professional Corporation**  
**1101 15th Street**  
**Modesto, California 95354**  
**stacy@hendersonhatfield.com**

\_\_\_\_ (BY ☒ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more that one day after date of deposit for mailing in affidavit.

\_\_\_\_ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

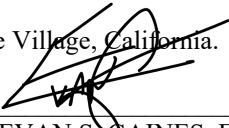
  X   (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission via email pursuant to an agreement between counsel on the counsel of record listed above.

  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 December 23, 2024, at Westlake Village, California.

  
\_\_\_\_\_  
EVAN S. GAINES, ESQ.