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Attorneys for Defendant Cornerstone Community Homes

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

LATANJA GIBSON, on behalf of herself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

CORNERSTONE COMMUNITY
HOMES, a California corporation, and
DOES 1 through 10, inclusive,

Defendants.

Case No. CV0005859

Assigned to Hon. Sheila S. Lichtblau, Dept. H

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

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

Complaint Filed: April 1, 2025

STIPULATION

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

1. On September 19, 2024 and October 23, 2024, Plaintiff LaTanja Gibson (“Plaintiff”) transmitted letters to the California Labor & Workforce Development Agency (“LWDA”) and Defendant Cornerstone Community Homes (“Defendant”) 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 meal and rest period premiums, overtime wages, double time wages, vacation wages, and sick pay wages due; the failure to pay premium wages for missed rest breaks; 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. The Parties then entered into an agreement to toll the statute of limitations on Plaintiff’s claims commencing November 25, 2024 and continuing through the present. Gaines Decl. at ¶ 7.

3. On April 1, 2025, Plaintiff filed a Representative Action Complaint in the Superior Court of the State of California for the County of Marin, thereby commencing this Action entitled *LaTanja Gibson v. Cornerstone Community Homes, a California corporation*, case number CV0005859. 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 1198. It was uploaded to the LWDA on April 14, 2025. Gaines Decl. at ¶ 8; **Exhibit C** to Gaines Decl.

4. Defendant disputes and denies the allegations and claims asserted in the Action and deny that the Action is suitable for representative treatment. Gaines Decl. at ¶ 9.

5. 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 fully shared the information necessary for all sides to conduct a legitimate investigation into the

1 allegations of the action and potential defenses thereto. The Parties have reached their settlement
2 only after such discovery and investigation were performed. Gaines Decl. at ¶ 10.

3 6. Prior to resolving the matter, Defendant produced extensive documents, including
4 employee handbooks, and Aggrieved Employee pay and time records. An agreement was reached
5 after arms-length negotiation between the Parties. Gaines Decl. at ¶ 11.

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

10 8. Based on the information and documents obtained through informal discovery,
11 Plaintiff initially assessed the maximum value of the limited PAGA claims to be released by the
12 settlement to be approximately \$102,400 (at the rate of a \$100 penalty for approximately 1,024 pay
13 periods at issue, without stacking violations). Gaines Decl. at ¶ 13.

14 9. As set forth in the Settlement Agreement, the Gross Settlement Amount is \$75,000,
15 and includes an apportionment of attorneys’ fees and costs, payment to the settlement administrator,
16 and an enhancement award to Plaintiff. Gaines Decl. at ¶ 14. By a separate confidential agreement,
17 the Parties have resolved all of Plaintiff’s individual claims through a comprehensive general release
18 in favor of Defendant. In connection with her general release of all claims, Plaintiff will be paid a
19 confidential sum, separate from the Gross Settlement Amount.¹ *Id.* Plaintiff’s Counsel is not
20 recovering any attorney’s fees from Plaintiff’s individual settlement. *Id.*

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

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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.

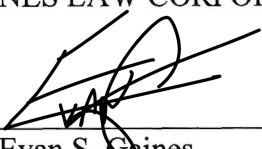
1 11. Plaintiff has submitted a copy of the Settlement Agreement, together with this
2 Stipulation and Order and Judgement, and the Declaration of Evan S. Gaines, to the LWDA as
3 required by PAGA. Gaines Decl. at ¶ 15; **Exhibit E**.

4 12. 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 ¶ 16.

7 **IT IS SO STIPULATED.**

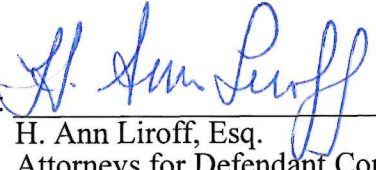
8 Dated: May 6, 2025

GAINES LAW CORPORATION

9
10 By: 
11 Evan S. Gaines
 Attorney for Plaintiff LaTanja Gibson

12 Dated: May 5, 2025

THE LAW OFFICE OF FARBSTEIN &
BLACKMAN

13
14
15 By: 
16 H. Ann Liroff, Esq.
17 Attorneys for Defendant Cornerstone
18 Community Homes
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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: _____

JUDGE OF THE SUPERIOR COURT

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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 May 6, 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:

MICHAEL A. FARBSTEIN, ESQ
H. ANN LIROFF, ESQ.
THE LAW OFFICE OF FARBSTEIN & BLACKMAN
411 Borel Avenue, Suite 600
San Mateo, CA 94402
Telephone: (650) 865-1782
Facsimile: (650) 554-6240
Email: maf@farbstein.com, hal@farbstein.com

Attorneys for Defendant Cornerstone Community Homes

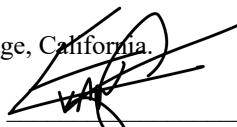
 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission via email pursuant to an agreement between counsel on the counsel of record listed above.

 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 May 6, 2025, at Westlake Village, California.



EVAN S. GAINES, ESQ.