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14 IN THE UNITED STATES DISTRICT COURT
 15 EASTERN DISTRICT OF CALIFORNIA

16 BRIAN OLSON, et al., on behalf of)	Case No. 2:16-cv-01477-JAM-AC
17 himself and all similarly situated individuals,)	
18 Plaintiffs,)	JOINT REQUEST FOR APPROVAL OF
19 v.)	SETTLEMENT AGREEMENT
20 CITY OF WOODLAND,)	
21 Defendant.)	
22)	

23 The parties, Plaintiffs Brian Olson, Kathleen Bailey, Melissa Griffin, Stacey Brigham, Brett
 24 Hancock, Tamara Pelle, John Perez, Theresa Perez, Frank Ritter, Glenda Alexander, Greg Ford and
 25 Susan Stewart ("Plaintiffs"), and Defendant the City of Woodland (the "City") (collectively the
 26 "Parties") submit this Joint Request for Approval of Settlement Agreement ("Request").
 27

1 **FACTUAL RECITATIONS**

2 1. Plaintiff Brian Olson commenced this action under the Fair Labor Standards Act, 29
3 U.S.C. § 201, et seq. Plaintiffs sought to recover back wages and associated damages and fees
4 caused by the City’s failure to include payments made in lieu of health insurance benefits (“cash-
5 in-lieu benefits”) in the regular rate of pay when calculating overtime. This case was filed as a
6 “collective action,” and the named Plaintiffs asserted claims on behalf of themselves and all
7 similarly situated individuals pursuant to 29 U.S.C. section 216(b).

8 2. In addition to the named Plaintiff, thirteen additional individuals opted-in as
9 plaintiffs by filing consents to join, including Kathleen Bailey, Melissa Griffin, Stacey Brigham,
10 Brett Hancock, Tamara Pelle, John Perez, Theresa Perez, Frank Ritter, Glenda Alexander, Greg Ford
11 and Susan Stewart (collectively “Plaintiffs”).

12 3. The City represents that it calculated and paid overtime compensation arising out
13 of cash-in-lieu benefits to all eligible employees (including current and former employees) for a
14 period from July 1, 2013 through the July 1, 2016. When calculating the hours worked, the City
15 took into account all overtime hours – whether that overtime consisted of “contract overtime”
16 (i.e., overtime defined by agreement) or FLSA overtime. In addition to payment of overtime
17 compensation, the City represents that it has paid all eligible employees liquidated damages in
18 an amount equal to the amount of back wages, in an effort to ensure full and complete payment
19 of all recoverable damages. The City issued these payments to all employees in March 2017,
20 not conditioned on the execution of any release or waiver of claims. The parties agree that the
21 City has paid Plaintiffs the maximum liability on all amounts owing within the limitations
22 period (including wages, back pay, liquidated damages, fees, and costs).

23 4. Plaintiffs and their counsel have been notified that, on a going forward basis,
24 commencing effective July 1, 2016, the City has modified its calculation of the regular rate of
25 pay to include amounts paid as cash-in-lieu benefits.

26 5. Conditioned upon Court approval of the terms of this Agreement, the City has
27 agreed to pay Plaintiffs’ legal counsel (the law firm of Mastagni Holstedt) the amount of
28

1 \$20,000.00, as full and complete attorneys' fees and costs for the prosecution of this action. This
2 amount will be paid within ten (10) days of Court approval of this Request. The City concurs that
3 this amount represents a reasonable fee for the nature of the work performed and the result
4 obtained. Plaintiffs and their legal counsel also confirm that this amount represents reasonable
5 compensation for the work performed and effort expended, in light of the expertise of the
6 Mastagni Holstedt firm. A fully-executed copy of the parties Settlement Agreement is attached
7 hereto as **Exhibit A**.

8 6. Based on the foregoing facts, the parties jointly request that the Court approve the
9 settlement of this action. Once Court approval is obtained, the City will remit payment, and the
10 Plaintiffs will dismiss this Action with prejudice.

11 Respectfully submitted,

12 Dated: May 23, 2017

MASTAGNI HOLSTEDT, APC

14 By: /s/ David E. Mastagni
15 DAVID E. MASTAGNI, ESQ.
16 ISAAC S. STEVENS, ESQ.
17 ACE T. TATE, ESQ.
Attorneys for Plaintiffs

18 Dated: May 23, 2017

BEST BEST & KRIEGER LLP

19 By: /s/ Stacey N. Sheston
20 STACEY N. SHESTON, ESQ.
Attorneys for Defendants

21 **ORDER**

22 In accordance with the foregoing stipulation of the parties, and good cause appearing, the
23 proposed settlement is hereby approved. Counsel are directed to file a request for dismissal of the
24 entire action once payment has been remitted.

25 IT IS SO ORDERED:

26 DATED: 5/23/2017

27 /s/ John A. Mendez
28 HONORABLE JOHN A. MENDEZ,
UNITED STATES DISTRICT COURT JUDGE