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9 UNITED STATES DISTRICT COURT
 10 EASTERN DISTRICT OF CALIFORNIA

11 TODD WOLFE and DAVID JANS, on
 12 behalf of themselves and all similarly
 situated individuals,

13 Plaintiffs,

14 v.

15 CITY OF YUBA CITY,

16 Defendant.
 17

Case No. 2:16-cv-01557-MCE-AC

**JOINT REQUEST FOR APPROVAL OF
 SETTLEMENT AGREEMENT; ORDER
 THEREON**

18
 19 The parties, Plaintiffs Todd Wolfe, David Jans, Robert Stoddard, Ajinder Gill, and Warren
 20 Dickerson (“Plaintiffs”), and Defendant the City of Yuba City (the “City”) (collectively the
 21 “Parties”) submit this Joint Request for Approval of Settlement Agreement (“Request”).

22 **FACTUAL RECITATIONS**

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

1 2. In addition to the two named plaintiffs, three other individuals opted-in as
2 plaintiffs by filing consents to join, including Robert Stoddard, Ajinder Gill, and Warren
3 Dickerson (collectively “Plaintiffs”).

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

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

19 5. Conditioned upon Court approval of the terms of this Agreement, the City has
20 agreed to pay Plaintiffs’ legal counsel (the law firm of Mastagni Holstedt) the amount of
21 \$20,000.00, as full and complete attorneys’ fees and costs for the prosecution of this action. This
22 amount will be paid within ten (10) days of Court approval of this Request. The City concurs that
23 this amount represents a reasonable fee for the nature of the work performed and the result
24 obtained. Plaintiffs and their legal counsel also confirm that this amount represents reasonable
25 compensation for the work performed and effort expended, in light of the expertise of the
26 Mastagni Holstedt firm. A fully-executed copy of the parties Settlement Agreement is attached
27 hereto as **Exhibit A**.

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