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11 Attorneys for Plaintiff James Anslow, on behalf of himself and all others similarly
 12 situated, and on behalf of the general public

13 **UNITED STATES DISTRICT COURT**

14 **NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION**

15 JAMES ANSLOW, on behalf of himself
 16 and all others similarly situated,
 17 v.
 18 WELLINGTON ENERGY, INC., a
 19 Pennsylvania corporation, and DOES 1
 20 through 50, inclusive,
 Defendants.

CASE NO: CV11-1596-JCS

**STIPULATION AND [PROPOSED]
 ORDER FOR LEAVE TO FILE
 FIRST AMENDED COMPLAINT**

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 24 WHEREFORE, Plaintiff JAMES ANSLOW (“Plaintiff”) and Defendant
 25 WELLINGTON ENERGY, INC. (“Defendant”) (together as the “Parties”), through
 26 their respective counsel of record, hereby stipulate and agree as follows:

27 WHEREAS, on February 28, 2011 Plaintiff filed this putative class action in the
 28 Superior Court of the State of California, County of San Francisco;

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WHEREAS, Defendant subsequently removed the action to this Court;

WHEREAS, the Parties participated in a mediation on November 15, 2011 before Mark Rudy, Esq., which led to an agreement to resolve the entire action on a classwide basis;

WHEREAS, the settlement compromises claims which have not yet been asserted in a complaint in the action;

WHEREAS, to effectuate the settlement, counsel for the Parties met and conferred and agreed to stipulate for leave for Plaintiff to file a First Amended Complaint, which adds a cause of action for penalties pursuant to the Private Attorneys General Act of 2004 (*Labor Code § 2698 et. seq.*) and a cause of action for waiting time penalties pursuant to Labor Code § 203.

BASED UPON THE FOREGOING, IT IS HEREBY STIPULATED as follows:

1. Plaintiff may file the proposed First Amended Complaint, a true and correct copy of which is attached hereto as Exhibit A;
2. Plaintiff shall file the First Amended Complaint no later than three (3) Court days following entry of an Order from the Court granting Plaintiff leave to amend to file the First Amended Complaint;
3. Defendant shall not be required to file a response to the First Amended Complaint; and

1 4. If for any reason the Court declines to enter an order granting preliminary
2 or final approval of the Joint Stipulation of Class Action Settlement Agreement
3 (“Settlement”) or the Effective Date of the Settlement does not occur, this Stipulation
4 shall be null and void.

5 **IT IS SO STIPULATED.**

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7 Dated: *April 5*, 2012

GAINES & GAINES, APLC

8 By: 

9 KENNETH S. GAINES
10 DANIEL B. GAINES
11 ALEX P. KATOFSKY
Attorneys for Plaintiff
12 JAMES ANSLOW

13 Dated: *April 5*, 2012

REED SMITH LLP

14 By: 

15 LINDA HUSAR
16 MARA D. MATHEKE
Attorneys for Defendant
17 WELLINGTON ENERGY, INC.
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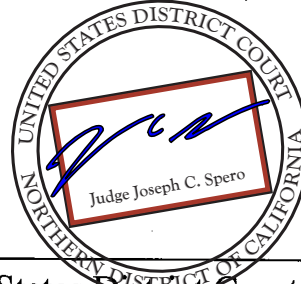
ORDER

Pursuant to the above Stipulation between the Parties, and for good cause appearing, the Court hereby ORDERS as follows:

1. Plaintiff may file the proposed First Amended Complaint, a true and correct copy of which is attached to the Parties' stipulation as Exhibit A;
2. Plaintiff shall file the First Amended Complaint no later than three (3) Court days following entry of this Order;
3. Defendant shall not be required to file a response to the First Amended Complaint; and
4. If for any reason the Court declines to enter an order granting preliminary or final approval of the Joint Stipulation of Class Action Settlement Agreement ("Settlement") or the Effective Date of the Settlement does not occur, this Stipulation shall be null and void.

IT IS SO ORDERED.

Dated: April 6, 2012



United States District Court Judge
Joseph C. Spero