

1 MARY C. DOLLARHIDE (SB# 138441)
 marydollarhide@paulhastings.com
 2 HANNAH J. COLE (SB# 253381)
 hannahcole@paulhastings.com
 3 PAUL HASTINGS LLP
 4747 Executive Drive
 4 12th Floor
 San Diego, CA 92121
 5 Telephone: 1(858) 458-3000
 Facsimile: 1(858) 458-3005

ALAN ADELMAN (SB# 170860)
 alan@alanadelmanlaw.com
 LAW OFFICES OF ALAN ADELMAN
 240 Stockton Street, 4th Floor
 Union Square
 San Francisco, California 94108
 Telephone: (415) 956-1376
 Facsimile: (415) 358-4060

Attorney for Plaintiff
 YVONNE CRAMER

Attorneys for Defendant
 EQUINIX, INC.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

YVONNE CRAMER,
 Plaintiff,
 vs.
 EQUINIX, INC.,
 Defendant.

CASE NO. C 12-05605 KAW
**STIPULATION AND ~~PROPOSED~~
 ORDER ~~APPROVING SETTLEMENT~~
 AND DISMISSING INSTANT ACTION
 WITH PREJUDICE**

1 WHEREAS, on November 1, 2012, Plaintiff Yvonne Cramer filed the instant action
2 against Defendant Equinix, Inc., alleging that Defendant violated the Fair Labor Standards Act
3 (“FLSA”), the California Labor Code and Code of Regulations, and California Business and
4 Professions Code sections 17200 *et seq.*, by failing to pay Plaintiff overtime compensation;

5 WHEREAS, Plaintiff and Defendant desire to amicably resolve Plaintiff’s claims in this
6 lawsuit;

7 WHEREAS, Plaintiff and Defendant, after fair, informed, and impartial negotiations, have
8 reached a settlement that contains a release of Plaintiff’s claims in this lawsuit;

9 WHEREAS, the FLSA provides that a release of FLSA claims is not binding without
10 judicial or U.S. Department of Labor supervision, *see* 29 U.S.C. § 216(c), *Lynn’s Food Stores,*
11 *Inc. v. United States*, 679 F.2d 1350, 1353 (11th Cir. 1982), *McKeen-Chaplin v. Franklin Am.*
12 *Mort. Co.*, No. C 10-5243 SBA, 2012 WL 6629608, at *2 (N.D. Cal. Dec. 19, 2012);

13 WHEREAS, the parties hereby agree and represent that: (a) Plaintiff and Defendant were
14 represented by able counsel; (b) Plaintiff entered into the settlement voluntarily; (c) the settlement
15 and release represent a fair and reasonable resolution of a bona fide wage dispute; and (d) the
16 terms of the settlement are embodied in a detailed agreement that Plaintiff and Defendant have
17 executed;

18 WHEREAS, the parties’ settlement agreement will not go into effect until and unless the
19 Court approves the settlement;

20 WHEREAS, the parties are prepared to submit for the Court’s confidential review a copy
21 of their settlement agreement, at such time and in such manner as the Court may deem
22 appropriate and convenient (provided that the agreement is not publicly filed or disclosed);

23 WHEREAS, Defendant will issue payment pursuant to the terms of the settlement
24 agreement within 15 days after the Court approves the settlement and dismisses this lawsuit with
25 prejudice; and

26 WHEREAS, the Plaintiff and Defendant have each authorized her or its respective
27 undersigned counsel to enter into this Stipulation on her or its behalf;

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

NOW, THEREFORE,

IT IS HEREBY STIPULATED AND AGREED that, in accordance with the requirements of the FLSA and Federal Rule of Civil Procedure 41, Plaintiff's claims against Defendant may and should be dismissed with prejudice.

DATED: March 6, 2013

ALAN ADELMAN
LAW OFFICES OF ALAN ADELMAN

By: /s/ Alan Adelman
ALAN ADELMAN

Attorney for Plaintiff
YVONNE CRAMER

DATED: March 6, 2013

MARY C. DOLLARHIDE
HANNAH J. COLE
PAUL HASTINGS LLP

By: /s/ Mary C. Dollarhide
MARY C. DOLLARHIDE

Attorneys for Defendant
EQUINIX, INC.

IT IS HEREBY ORDERED ~~that the agreement to settle and resolve Plaintiff's claims in~~^{KAW}
~~the above-captioned lawsuit is APPROVED. IT IS FURTHER ORDERED~~ that Plaintiff's claims
against Defendant in the above-captioned lawsuit are hereby DISMISSED WITH PREJUDICE
and without costs as against any party. IT IS FURTHER ORDERED that Defendant issue
payment to Plaintiff, pursuant to the terms of the parties' settlement agreement, within 15 days of
this Order.

IT IS SO ORDERED.

Dated: 3/8/13

Kandis Westmore
KANDIS A. WESTMORE
UNITED STATES DISTRICT MAGISTRATE JUDGE