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Electronically FILED by
Superior Court of California,
County of Los Angeles
10/21/2024 4:27 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By K. Hung, Deputy Clerk

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9 Attorneys for Defendant
10 MCKENNA MOTORS TORRANCE, INC. (erroneously sued as
11 MCKENNA MOTOR COMPANY, INC.)

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14 KEVIN GALVAN; DANIEL BARRON;
15 IRVING A. ROMERO; OSCAR SINIBALDI;
16 SEBASTIAN TOVAR,

17 Plaintiffs,

18 vs.

19 MCKENNA MOTOR COMPANY, INC., and
DOES 1 through 100,

20 Defendants.
21
22

Case No. 20STCV11262

**NOTICE OF JOINT MOTION AND
JOINT MOTION TO SEAL
CONFIDENTIAL SETTLEMENT
AGREEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Complaint Filed: March 30, 2020

Date: 01/14/2025

Time: 8:30 a.m.

Dept.: 78

Reservation ID: 235067401106

1 **NOTICE OF MOTION AND MOTION**

2 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

3 YOU ARE HEREBY NOTIFIED that on January 14, 2025 at 8:30 a.m. or as soon thereafter as the
4 matter may be heard in Department 78 of this Court, located at Stanley Mosk Courthouse, 111 North
5 Hill Street, Los Angeles, CA 90012, Plaintiffs KEVIN GALVAN, DANIEL BARRON, IRVING A.
6 ROMERO, OSCAR SINIBALDI, and SEBASTIAN TOVAR ("Plaintiffs") and Defendant
7 MCKENNA MOTORS TORRANCE, INC. (erroneously sued as MCKENNA MOTOR
8 COMPANY, INC.) ("Defendant") (collectively referred to as "the Parties") will jointly move to seal
9 the financial terms of the confidential settlement agreement in this matter.

10 This motion will be made on the grounds that the settlement agreement contains confidential
11 financial terms that are protected from disclosure by the laws of the State of California. This motion
12 will be based upon this notice and the accompanying memorandum of points and authorities; the
13 declaration of Derek M. Mayor and accompanying exhibit filed herewith; and the files and records in
14 this action.

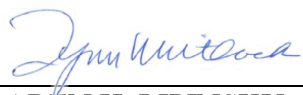
15
16 Dated: October 11, 2024

PILLSBURY WINTHROP SHAW
PITTMAN LLP

17
18 By: 
19 JEAN F. KUEI
DEREK M. MAYOR
Attorneys for Defendants
20 MCKENNA MOTORS TORRANCE,
INC. (erroneously sued as MCKENNA
21 MOTOR CO., INC.)

22 Dated: October 21, 2024

RIZIO LIPINSKY LAW FIRM PC

23
24 By: 
25 DAREN H. LIPINSKY
LYNN P. WHITLOCK
26 TAYLOR DEROSA
27
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to California Rule of Court (“CRC”) 2.551(b)(1), Plaintiffs KEVIN GALVAN,
4 DANIEL BARRON, IRVING A. ROMERO, OSCAR SINIBALDI, and SEBASTIAN TOVAR
5 (“Plaintiffs”) and Defendant MCKENNA MOTORS TORRANCE, INC. (erroneously sued as
6 MCKENNA MOTOR COMPANY, INC.) (“Defendant”) (collectively referred to as “the Parties”)
7 hereby jointly request that this Court seal portions of Exhibit A to the Declaration of Derek M.
8 Mayor in Support of this motion. Exhibit A consists of the confidential settlement agreement
9 entered into by and between the Parties (the “Settlement Agreement”). It contains confidential
10 terms, including the financial terms of the Settlement Agreement. (Declaration of Derek M. Mayor
11 in Support of Joint Motion to Seal Confidential Settlement Agreement (“Mayor Decl.”), ¶3.)

12 The Parties seek only to seal the confidential financial terms of the Settlement Agreement;
13 the remainder of the Settlement Agreement—with those financial terms redacted—may be part of
14 the public record. Disclosure of the confidential financial terms of the Settlement Agreement risks
15 prejudicing Defendant in any future legal dispute it might encounter. Recognizing the risk of public
16 disclosure, courts frequently permit parties to seal confidential and sensitive business information,
17 including the financial terms of settlement agreements. Because the financial terms of the
18 Settlement Agreement represent sensitive business information, the Court should order it sealed
19 from public access.

20 **II. PROCEDURAL BACKGROUND**

21 Plaintiffs filed the Complaint in this action on May 26, 2020 alleging claims for (1) Failure to
22 Pay Minimum Wage; (2) Failure to Pay Overtime; (3) Failure to Allow and Pay for Meal and Rest
23 Periods; (4) Failure to Provide Proper Wage Statements; (5) Failure to Keep Required Records; (6)
24 Failure to Pay Compensation Upon Discharge; (7) Violation of California Business and Professions
25 Code §§ 17200, *et seq.*; (8) Private Attorneys General Act Claim. The eighth cause of action
26 includes a claim against Defendant McKenna under the Private Attorneys’ General Act (“PAGA”)
27 which is premised upon the purported Labor Code violations described in the Complaint.
28

1 On November 30, 2020, the Court approved the Parties’ Stipulation and [Proposed] Order for
2 Binding Arbitration and Stay of Action and signed the Order. Under the Court’s Order, all of
3 Plaintiffs’ claims (except for their PAGA claim) were compelled to a single final and binding
4 arbitration and this Court’s proceedings were stayed pending completion of that arbitration.

5 On or about September 26, 2024, the Parties settled Plaintiffs’ individual claims against
6 Defendant. The Parties entered into two separate settlement agreements: (1) a confidential
7 settlement agreement that required dismissal of Plaintiffs’ personal claims with prejudice and
8 general release of all by Plaintiffs against Defendant (“Confidential Settlement Agreement”) ; and
9 (2) an agreement which required a dismissal of PAGA claims with prejudice by Plaintiffs and
10 without prejudice as to any other purported “aggrieved” individuals (“PAGA Settlement
11 Agreement”).

12 Concurrently herewith, Plaintiffs are filing with this Court a Motion to Approve PAGA
13 Settlement and to Dismiss PAGA Claims (“Plaintiffs’ Motion”). Plaintiffs’ Motion is unopposed by
14 Defendant. Because the Confidential Settlement Agreement contains confidential financial terms,
15 the Parties hereby request this Court to seal the unredacted Confidential Settlement Agreement and
16 to make public the redacted Confidential Settlement Agreement attached hereto as Exhibit A to the
17 Mayor Declaration (which redactions only include the confidential financial terms of the
18 Confidential Settlement Agreement).

19 **III. ARGUMENT**

20 A court may order that a record be filed under seal if it finds that (1) there exists an
21 overriding interest that overcomes the right of public access to the record, (2) the overriding interest
22 supports sealing the record, (3) a substantial probability exists that the overriding interest will be
23 prejudiced if the record is not sealed, (4) the proposed sealing is narrowly tailored, and (5) no less
24 restrictive means exist to achieve the overriding interest. (Cal. Rules of Court, Rule 2.550(d);
25 *Overstock.com, Inc. v. Goldman Sachs Grp., Inc.* (2014) 231 Cal.App.4th 471, 487.) Here, the
26 Parties seek a narrowly tailored order sealing the financial terms of the confidential Settlement
27 Agreement. Only the financial terms of the Confidential Settlement Agreement—and no other
28 term—is the subject of this motion to seal. Because all requirements for a sealing order are

1 established here, the Parties respectfully request that this Court order the unredacted Confidential
2 Settlement Agreement sealed from public access.

3
4 **IV. There Exists an Overriding Interest that Overcomes the Right of Public Access
to the Redacted Documents.**

5 The right of public access to documents filed with the Court is not absolute. (*See* Cal. Rules
6 of Court, Rule 2.550(c) [noting exceptions to right of public access]; *Overstock.com, Inc., supra*, 231
7 Cal.App.4th at p. 487 [explaining bases for court limiting public access to records].) Here, there
8 exists an overriding interest that overcomes the right of public access to the financial information in
9 the confidential Settlement Agreement.

10 **V. The Overriding Interest in Protecting Confidential Financial Terms in a
11 Settlement Agreement Supports Sealing the Record and That Interest Will Be
Prejudiced If the Confidential Financial Terms Are Not Sealed.**

12 The overriding interest supports sealing the confidential financial terms of the Settlement
13 Agreement. There exists scant, if any, public interest in the financial terms of the Settlement
14 Agreement. (*Cf. Int'l Fed'n of Prof'l & Tech. Eng'rs, Local 21, AFL-CIO v. Superior Court* (2007)
15 42 Cal.4th 319, 334-36 [noting, opposite to this case, the public interest in knowing how public
16 money is spent].) Here, the Confidential Settlement Agreement—which resolves claims by
17 Plaintiffs against Defendant—expressly provides that the Confidential Settlement Agreement does
18 not constitute any admission of liability on behalf of any of the Parties and that it is the result of a
19 compromise. (Mayor Decl., ¶3, Ex. A.) Making public the financial terms of a confidential
20 settlement agreement—which itself was the result of compromise—would defeat the purpose of such
21 confidential compromise agreements and non-admissions of liability. Failure to seal that
22 information would prejudice the Parties in receiving the benefit for which they bargained.
23 Accordingly, this Court should order the confidential financial terms of the Confidential Settlement
24 Agreement sealed from public access.

25 **VI. The Proposed Sealing is Narrowly Tailored**

26 The Parties do not ask this Court to seal the entire Confidential Settlement Agreement, or to
27 shield from public view the existence of a Confidential Settlement Agreement resolving of the
28 dispute between the Parties. Instead, the Parties simply ask that this Court seal the confidential

1 financial terms of the Confidential Settlement Agreement and no other terms in the Confidential
2 Settlement Agreement. (See Mayor Decl., ¶3, Ex. A.)

3 **VII. No Less Restrictive Means Exist to Achieve the Overriding Interest**

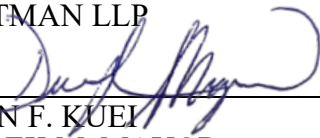
4 The only other less restrictive means to achieve the overriding interest of maintaining the
5 confidentiality of the financial terms of the Confidential Settlement Agreement—not filing the
6 Settlement Agreement with this Court at all—is not an option in light of this Court’s need to
7 evaluate the Motion to Approve PAGA Settlement and to Dismiss PAGA Claim filed concurrently
8 herewith jointly by the Parties. Accordingly, no less restrictive means exist to achieve the overriding
9 interest.

10 **VIII. CONCLUSION**

11 For the reasons explained herein, the Parties respectfully request that this Court seal the
12 confidential financial terms contained in the Confidential Settlement Agreement.

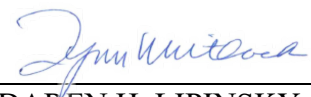
13 Dated: October 11, 2024

PILLSBURY WINTHROP SHAW
PITTMAN LLP

14
15 By: 
16 JEAN F. KUEI
17 DEREK M. MAYOR
18 Attorneys for Defendants
MCKENNA MOTORS TORRANCE,
INC. (erroneously sued as MCKENNA
MOTOR CO., INC.)

19 Dated: October 21, 2024

RIZIO LIPINSKY LAW FIRM PC

20
21 By: 
22 DAREN H. LIPINSKY
23 LYNN P. WHITLOCK
24 TAYLOR DEROSA
25 Attorneys for Plaintiffs
26 KEVIN GALVAN, DANIEL BARRON,
27 IRVING A. ROMERO, OSCAR
28 SINIBALDI, and SEBASTIAN TOVAR

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

I am a resident of the State of California, County of San Bernardino. I am over the age of eighteen years and not a party to the within action. My business address is 5811 Pine Avenue, Suite A, Chino Hills, California 91709.

On October 21, 2024, I served on the interested parties in this action the within document(s) entitled:

NOTICE OF JOINT MOTION AND JOINT MOTION TO SEAL CONFIDENTIAL SETTLEMENT AGREEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

☐ **BY FAX: (C.C.P. § 1013(a), (e); CRC 2008)** - by transmitting via electronic facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.; I also caused the fax machine to print such record(s) of the transmission.

☐ **BY MAIL: (C.C.P. § 1013(a))** - by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Chino Hills, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY PERSONAL SERVICE** - I personally delivered such envelope to the offices of the addressee.

☐ **BY OVERNIGHT MAIL (C.C.P. § 1013(c))** - By FEDERAL EXPRESS, following ordinary business practices for collection and processing of correspondence with said overnight mail service, and said envelope(s) will be deposited with said overnight mail service on said date in the ordinary course of business.

☐ **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED** - By placing true copy(ies) thereof in sealed envelope(s) with Certified Mail, Return Receipt Requested, postage thereon fully prepaid and by causing such envelope(s) to be deposited in the mail at 5811 Pine Avenue, Suite A, Chino Hills, California 91709.

☒ **BY ELECTRONIC SERVICE (C.C.P. § 1010.6(a)(6))** - the parties listed below were served electronically with the document(s) listed above by e-mailed PDF files. The transmission was reported as complete and without error. My electronic notification address is 5811 Pine Ave., Suite A, Chino Hills, California 91709. My e-mail address is msambrano@riziolawfirm.com.

Jean Fan Kuei, Esq. Malcolm A. Brudigam, Esq. Pillsbury Winthrop Shaw Pittman LLP 1200 17th Street, NW Washington DC 90036 (202) 663-8072 / office (202) 663-8007 / fax E-mail: jean.kuei@pillsburylaw.com	Attorney for Defendant, MCKENNA MOTOR COMPANY
Derek M. Mayor, Esq. Pillsbury Winthrop Shaw Pittman LLP 500 Capitol Mall, Suite 1800 Sacramento, CA 95814 (916) 329-4700 / office (916) 441-3583 / fax Email: derek.mayor@pillsburylaw.com	Attorney for Defendant, MCKENNA MOTOR COMPANY

[X] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

[] **FEDERAL:** I declare that I am employed in the office of a member of the Bar of this Court at whose direction this service was made.

Executed on October 21, 2024, at Chino Hills, California.



MARY ELLEN SAMBRANO



Make a Reservation

KEVIN GALVAN, et al. vs MCKENNA MOTOR COMPANY, INC.

Case Number: 20STCV11262 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2020-03-20 Location: Stanley Mosk Courthouse - Department 78

Reservation

Case Name:

KEVIN GALVAN, et al. vs MCKENNA MOTOR
COMPANY, INC.

Case Number:

20STCV11262

Type:

Motion re: (Joint Motion to Seal Confidential Settlement
Agreement)

Status:

RESERVED

Filing Party:

MCKENNA MOTOR COMPANY, INC. (Defendant)

Location:

Stanley Mosk Courthouse - Department 78

Date/Time:

01/14/2025 8:30 AM

Number of Motions:

1

Reservation ID:

235067401106

Confirmation Code:

CR-V4ZZSXZHP2DYTESZX

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount:

\$0.00

Type:

NOFEE

Account Number:

n/a

Authorization:

n/a

Payment Date:

1969-12-31

Print Receipt

Reserve Another Hearing

View My Reservations

