

FILED
Superior Court of California
County of Los Angeles

09/13/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: R. Navarro Deputy

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Attorney for Defendants,
A & B BRUSH MFG. CORP. AND
DONN J. ANAWALT

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

RAFAEL MAURICIO GOUZY, an individual,

Plaintiff,

v.

A & B BRUSH MFG. CORP., a California
Corporation; DONN J. ANAWALT, an
individual; and DOES 1 through 20, inclusive,

Defendants

Case No.: 21STCV05296

*[Assigned for all purposes to the Honorable
Michael P. Linfield, Dept. 34]*

**JOINT STIPULATION TO DISMISS PAGA
CLAIM AND ~~[PROPOSED]~~ ORDER
THEREON**

Action Filed: February 10, 2021

Trial Date: July 11, 2022

Plaintiff Rafael Gouzy ("Plaintiff"), on behalf of himself, and the State of California Labor & Workforce Development Agency ("LWDA"), through his attorneys of record, GUERRA & CASILLAS LLP, and Defendants A & B Brush MFG Corp and Donn J. Anawalt (collectively "Defendants"), through their attorneys of record, YEE & ASSOCIATES, (Plaintiff and Defendants collectively referred to as the "Parties"), hereby stipulate and agree, as follows:

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JOINT STIPULATION TO DISMISS PAGA CLAIM AND [PROPOSED] ORDER THEREON

1 WHEREAS, Plaintiff provided the LWDA with notice of his intent to assert a PAGA claim and
2 the basis for that claim in accordance with Labor Code § 2699.3 on July 23, 2020. Plaintiff filed his
3 Complaint on February 10, 2021, after not receiving a response from the LWDA.

4 WHEREAS, Plaintiff brought this Action against Defendants alleging the following causes of
5 action: (1) Discrimination (Gov. Code §12940 et seq.); (2) Harassment (Gov. Code §12940 et seq.) (4)
6 Failure to Prevent Discrimination, Harassment, and Retaliation (Gov. Code § 12940(k)); (5) Retaliation
7 (Gov. Code §12945.2 et seq.); (6) Failure to Engage in a Good Faith Interactive Process (§12940 et seq.);
8 (8) Retaliation (Cal. Labor Code §§ 98.6, 232.6, 1102.5, 1102.6, 6310); (9) Wrongful Termination in
9 Violation of Public Policy; (10) For Declaratory Judgement; (11) Failure to Pay All Wages Due (Cal.
10 Labor Code §201, 204, 221, 223, 1182.12, 1194, 1194.7); (12) Failure to Pay Minimum Wages (Cal.
11 Labor Code §§1182.12, 1194, 1194.2, 1197); (13) Failure to Pay Overtime Compensation (Cal. Labor
12 Code §§510, 1194); (14) Failure to Provide Meal and Rest Periods (Cal. Labor Code §§226.7, 512); (15)
13 Failure to Reimburse Required Business Expenses (Cal. Labor Code § 2802); (16) Failure to Provide
14 Itemized Wage and Hour Statements (Cal. Labor Code §§226, et seq.); (17) Waiting Time Penalties (Cal
15 Labor Code §§201-203); (18) Unfair Competition (Bus. & Prof. Code §17200 et seq); and (19) Private
16 Attorney General Act (Cal. Labor Code §2699, et seq) (“Action”).

17 WHEREAS, Defendants’ alleged violations under the California Labor Code, and the derivative
18 claims, serve as the basis for Plaintiff’s PAGA claim in this Action;

19 WHEREAS, Defendants deny that there is any factual or legal basis for all of Plaintiff’s claims in
20 this Action;

21 WHEREAS, in order to avoid the expense, uncertainty, and inconvenience of further proceedings,
22 the Parties reached a settlement of Plaintiff’s claims against Defendants, and entered into a confidential
23 settlement and general release on August 31, 2021;

24 WHEREAS, the settlement between the Parties is not a “PAGA settlement” requiring court
25 approval under Labor Code § 2699(l)(2) because the Parties did not seek to release any claims on a
26 representative basis;

27 WHEREAS, Plaintiff wishes to settle for himself on the terms reached with Defendants with regard
28 to the Action. The amount of the confidential settlement agreement was negotiated for the individual

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1 claims based on the wrongful termination, violations of the Fair Employment and Housing Act,
2 Government Code §§ 12940, et seq., and retaliation under the Labor Code §§ 98.6, 1102.5, and 6310;

3 WHEREAS, Plaintiff is limited to facts within his own knowledge, and Plaintiff did not receive any
4 PAGA discovery from Defendants and will not be able to identify other alleged aggrieved employees;

5 WHEREAS, Plaintiff has not sought the express consent of other alleged aggrieved employees to
6 pursue this Action on their behalf;

7 WHEREAS, Plaintiff is not required to give other alleged aggrieved employees the opportunity to
8 opt-out of Plaintiff's representation in this Action;

9 WHEREAS, a claim under the California Labor Code Private Attorney General Act of 2004
10 ("PAGA"), California Labor Code §§2699, et seq. was part of the Complaint in this Action;

11 WHEREAS, the rights of other alleged aggrieved employees will not be prejudiced, as the Parties
12 seek dismissal without prejudice as to the other allegedly aggrieved employees. No consideration has
13 been or will be provided for the dismissal without prejudice of Plaintiff's PAGA claim with respect to
14 these other allegedly aggrieved employees, and the Parties did not seek or enter into a release of PAGA
15 claims on behalf of any allegedly aggrieved employees. Thus, dismissal of this representative action
16 does not affect the rights or abilities of any other allegedly aggrieved employees to bring subsequent
17 individual actions, class actions, or representative PAGA actions because this Action is to be dismissed
18 without prejudice only as to any other allegedly aggrieved employees;

19 WHEREAS, this stipulation to dismiss the PAGA claims without prejudice shall be served to the
20 California Labor Workforce ("LWDA") after Court approval;

21 WHEREAS, any other allegedly aggrieved employees will not be prejudiced without notice of the
22 settlement or the requested dismissal. Discovery as to the identities of other aggrieved employees was
23 not completed based on the Parties desire to resolve the Action after protracted discussions, investigation,
24 and negotiations, nor has notice of this Action been provided to other alleged aggrieved employees. Thus,
25 the Parties are not aware of any other allegedly aggrieved employees who have any expectations of
26 recovery of any kind in this Action, and to the extent any of them wish, in the future, to pursue their own
27 claims, they have the right to do that; and

28 WHEREAS, Plaintiff wishes to dismiss his PAGA cause of action without prejudice.

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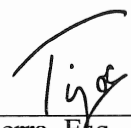
1 **NOW, THEREFORE**, the parties stipulate and jointly request as follows:

2 The above-entitled Court dismiss Plaintiff's nineteenth cause of action in this Action under the
3 Private Attorney General Act of 2004 ("PAGA"), Labor Code §§2699 et seq., without prejudice.

4 **IT IS SO STIPULATED** between the parties.

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6 DATED: August 31, 2021

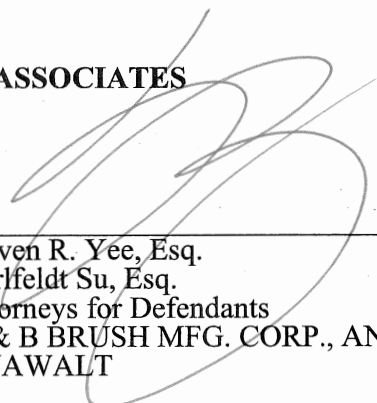
GUERRA & CASILLAS LLP

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8 By: 

9 Ruben Guerra, Esq.
10 Tizoc Perez-Casillas, Esq.
11 Attorneys for Plaintiff,
12 RAFAEL MAURICIO GOUZY

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14 DATED: August 31, 2021

YEE & ASSOCIATES

15 By: 

16 Steven R. Yee, Esq.
17 Karlfeldt Su, Esq.
18 Attorneys for Defendants
19 A & B BRUSH MFG. CORP., AND DONN J.
20 ANAWALT

1 ~~PROPOSED~~ ORDER

2 This Court, having considered the Parties' Joint Stipulation, and all legal authorities in support
3 thereof, and good cause appearing therefore,

4 **IT IS HEREBY ORDERED** that

5 1. Plaintiff's nineteenth cause of action in this Action under the California Labor Code,
6 Private Attorney General Act, Labor Code §§ 2699, et seq., is dismissed without prejudice; and

7 2. Plaintiff shall submit a copy of this Court's Order to the Labor and Workforce
8 Development Agency within 10 days after entry of this Order.

9 3. An OSC re Dismissal of the entire action is scheduled for October 18, 2022.

10 **IT IS SO ORDERED.**

11 Submitting party is to give notice.



A handwritten signature in black ink, appearing to read "Michael P. Linfield".

13 DATED: 09/13/2021

14 Michael P. Linfield / Judge
15 HON. JUDGE MICHAEL LINFIELD
16 JUDGE OF SUPERIOR COURT
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