

FILED
Superior Court of California
County of Los Angeles

10/13/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. Morales Deputy

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8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **SUPERIOR COURT OF LOS ANGELES COUNTY**
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12 SAMUEL ALVAREZ, on behalf of himself and
others similarly situated

13
14 Plaintiff,

15 v.

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17 GOLDENCORR SHEETS, LLC, and DOES 1-
20, inclusive

18 Defendants.
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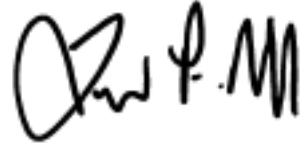
Case No: 20STCV34272

**[PROPOSED] ORDER DISMISSING
PLAINTIFF'S CLAIMS WITH PREJUDICE**

Case assigned for all purposes to
Judge Amy D. Hogue
Spring Street Courthouse
Department 7

1 After reviewing Plaintiff Samuel Alvarez's ("Plaintiff") Request for Dismissal of His Claims
2 with Prejudice and the Declaration of Ashkan Shakouri in Support Thereof, and good cause appearing
3 therefor, IT IS HEREBY ORDERED AS FOLLOWS:

4 1. All of Plaintiff's claims, including his claim under Private Attorneys General Act, against
5 Defendant GoldenCorr Sheets are dismissed with prejudice.

A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

8 DATED: 10/13/2022

Lawrence P. Riff / Judge

9 THE HON. AMY D. HOGUE
10 JUDGE OF THE SUPERIOR COURT
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SHAKOURI LAW FIRM

Ashkan Shakouri, Esq. [SBN 242072]

ash@shakourilawfirm.com

Sharon W. Lin, Esq. [SBN 260443]

sharon@shakourilawfirm.com

11601 Wilshire Blvd., Fifth Floor

Los Angeles, California 90025

Telephone: (310) 575-1827

Fax: (310) 575-1872

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF LOS ANGELES COUNTY

SAMUEL ALVAREZ, on behalf of himself and
others similarly situated

Plaintiff,

v.

GOLDENCORR SHEETS, LLC, and DOES 1-
20, inclusive

Defendants.

Case No: 20STCV34272

**PLAINTIFF'S REQUEST FOR DISMISSAL
OF HIS CLAIMS WITH PREJUDICE; AND
DECLARATION OF ASHKAN SHAKOURI
IN SUPPORT THEREOF**

[Concurrently Filed with Proposed Order]

Case assigned for all purposes to
Judge Amy D. Hogue
Spring Street Courthouse
Department 7

1 Plaintiff Samuel Alvarez (“Plaintiff”) hereby respectfully requests that this Court dismiss with
2 prejudice all of his claims against GoldenCorr Sheets, LLC (“Defendant”), including Plaintiff’s claim
3 under Private Attorneys General Act (“PAGA”), against Defendant, and attaches the declarations of
4 Plaintiff’s attorney, Ashkan Shakouri, in support thereof.

5 On September 9, 2020, Plaintiff filed a class action, on behalf of himself and other similarly
6 situated employees, alleging the following six causes of action: 1) failure to authorize and/or permit
7 meal breaks; 2) failure to authorize and/or permit rest breaks; 3) failure to furnish accurate wage
8 statements; 4) penalties under Labor Code §210; 5) waiting time penalties; and 6) unfair business
9 practices. On December 3, 2020, Plaintiff amended his complaint to allege a seventh cause of action
10 alleging PAGA violations. Ashkan Shakouri Declaration (“Shakouri Decl.”) ¶ 2.

11 On January 13, 2021, the Court granted Defendant’s motion to compel arbitration against
12 Plaintiff, finding that he waived his class claims pursuant to the arbitration agreement, and thus
13 ordered his first six causes of action to individual arbitration, and stayed his PAGA claim pending the
14 completion of arbitration. Shakouri Decl. ¶ 3.

15 Thereafter, the parties initiated arbitration, but through negotiations reached a settlement,
16 resolving all of Plaintiff’s claims in this action, including his individual PAGA claim. The parties
17 allocated \$3,500 to Plaintiff’s individual PAGA claim, with 75% of that amount (i.e., \$2,625) allocated
18 and payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining 25% of
19 that amount (i.e., \$875) allocated and payable to Plaintiff. Shakouri Decl. ¶ 4. A redacted version the
20 settlement agreement with the relevant PAGA provisions is attached to declaration of Ashkan Shakouri
21 as Exhibit 1. Shakouri Decl. ¶ 5. Plaintiff has submitted the settlement agreement to the LWDA, and a
22 copy of the email confirming the submission is attached to the Shakouri declaration as Exhibit 2.
23 Shakouri Decl. ¶ 6.

24 Pursuant to the recent U.S. Supreme Court in *Viking River Cruises, Inc. v. Moriana*, 142 S. Ct.
25 1906 (2022), the parties stipulate that because of his arbitration agreement Plaintiff does not have
26 standing to pursue his non-individual PAGA claim on behalf of the aggrieved employees in this action.
27 Shakouri Decl. ¶ 7.

1 For the foregoing reasons, Plaintiff hereby respectfully requests the Court dismiss all of
2 Plaintiff's claims in this action with prejudice.

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5 DATED: October 10, 2022

SHAKOURI LAW FIRM

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7 By: Ashkan Shakouri
8 Ashkan Shakouri
9 Attorneys for Plaintiff
10 Samuel Alvarez
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DECLARATION OF ASHKAN SHAKOURI

I, Ashkan Shakouri, declare as follows:

1. I am one of the attorneys of record for Plaintiff Samuel Alvarez (“Plaintiff”) in the above-captioned matter. I have personal knowledge of the following facts and if called and sworn as a witness, I could and would testify thereto.

2. On September 9, 2020, Plaintiff filed a class action, on behalf of himself and other similarly situated employees, alleging the following six causes of action: 1) failure to authorize and/or permit meal breaks; 2) failure to authorize and/or permit rest breaks; 3) failure to furnish accurate wage statements; 4) penalties under Labor Code §210; 5) waiting time penalties; and 6) unfair business practices. On December 3, 2020, Plaintiff amended his complaint to allege a seventh cause of action alleging PAGA violations.

3. On January 13, 2021, the Court granted Defendant’s motion to compel arbitration against Plaintiff, finding that he waived his class claims pursuant to the arbitration agreement, and thus ordered his first six causes of action to individual arbitration, and stayed his PAGA claim pending the completion of arbitration.

4. Thereafter, the parties initiated arbitration, but through negotiations reached a settlement, resolving all of Plaintiff’s claims in this action, including his individual PAGA claim. The parties allocated \$3,500 to Plaintiff’s individual PAGA claim, with 75% of that amount (i.e., \$2,625) allocated and payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining 25% of that amount (i.e., \$875) allocated and payable to Plaintiff.

5. A redacted true and copy of the settlement agreement with the relevant PAGA provisions is attached hereto as Exhibit 1.

6. Plaintiff has submitted the settlement agreement to the LWDA, and a true and correct copy of the email confirming the submission is attached hereto as Exhibit 2.

7. Pursuant to the recent U.S. Supreme Court in *Viking River Cruises, Inc. v. Moriana*, 142 S. Ct. 1906 (2022), the parties stipulate that because of his arbitration agreement Plaintiff does not have standing to pursue his non-individual PAGA claim on behalf of the aggrieved employees in this action.

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2 I declare under penalty of perjury under the laws of the State of California that the foregoing is
3 true and correct. Executed on October 10, 2022 at Los Angeles, CA.
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5 Ashkan Shakouri
6 Ashkan Shakouri
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EXHIBIT 1

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into by and between GOLDENCORR SHEETS, LLC (hereinafter referred to as "COMPANY") and SAMUEL ALVAREZ ("EMPLOYEE"). COMPANY and EMPLOYEE may be referred to individually as a "Party" and collectively as the "Parties."

I.

GENERAL RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

1.1 ACTION

There is now pending in the Superior Court for the County of Los Angeles, a lawsuit entitled *SAMUEL ALVAREZ v. GOLDENCORR SHEETS, LLC*, Case No. 20STCV34272 (hereinafter referred to as the "Court Action"), which asserts, *inter alia*, causes of action for (1) Failure to Authorize and/or Permit Meal Breaks; (2) Failure to Authorize and/or Permit Rest Breaks; (3) Failure to Furnish Accurate Wage Statements; (4) Penalties Under Labor Code section 210; (5) Waiting Time Penalties; (6) Unfair Business Practices; and (7) Civil Penalties under Labor Code section 2698 *et seq.*, under the Private Attorney General Act ("PAGA"). In addition to EMPLOYEE, there are two other plaintiffs in the Court Action alleging class and PAGA claims, none of which shall be released in any way pursuant to this Agreement. As a result of the existence of an arbitration agreement between EMPLOYEE and COMPANY, the Los Angeles Superior Court dismissed EMPLOYEE'S class claims against COMPANY and ordered to binding arbitration all of EMPLOYEE'S individual wage and hour claims against COMPANY, with the exception of the PAGA claim. Accordingly, all of the claims of EMPLOYEE against COMPANY, *except* the PAGA claim have been assigned to binding arbitration in the JAMS Matter No. 1210037906, entitled *Samuel Alvarez v. GoldenCorr Sheets, LLC* (hereinafter referred to as the "Arbitration Action"). The Court Action and the Arbitration Action shall be collectively referred to herein as "Action."

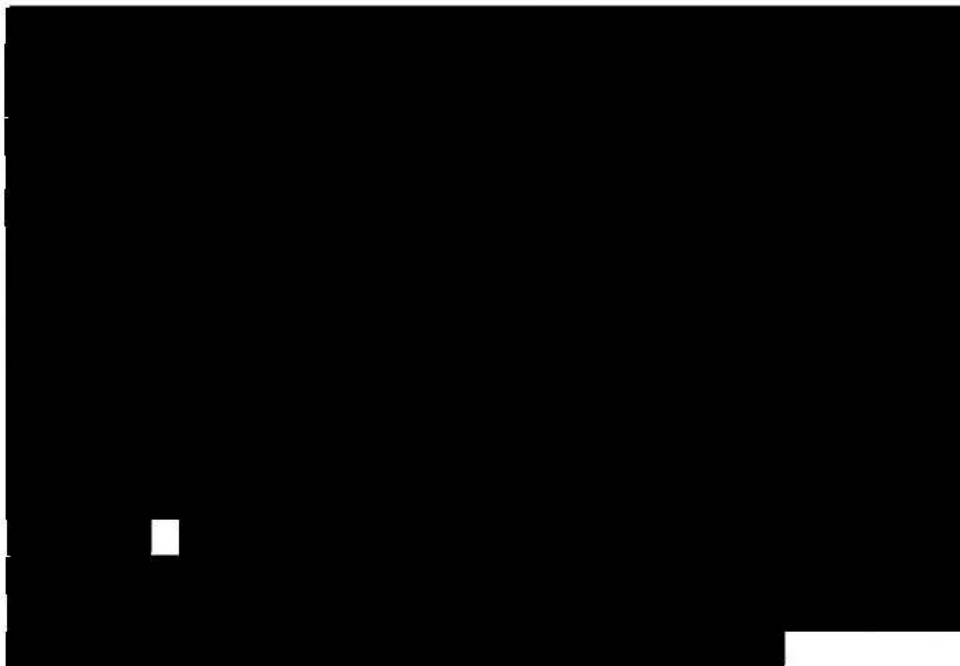
1.2 PURPOSE

The Parties desire to resolve any and all claims that might have been raised in connection with EMPLOYEE'S employment with COMPANY, and/or the ending of EMPLOYEE'S employment with COMPANY, including EMPLOYEE'S claims in the Action. The Parties also acknowledge, without admitting the relative strength of the Parties' positions, have determined that the manner of resolution prescribed by this Agreement is in their respective best interests and the interest of judicial economy.

with the Court any document necessary, such as a request for dismissal, request for approval of the Agreement, and/or supporting declarations with exhibits, to obtain the Court's dismissal of his PAGA claim in the Court Action in exact conformance with the terms of dismissal provided by Section 2.2(A)(1) of this Agreement. EMPLOYEE shall provide all notice to the California Labor & Workforce Development Agency ("LWDA") as legally required in conjunction with settlements of any civil actions under Labor Code section 2699 *et seq.* and as shall be necessary to effectuate the dismissal contemplated herein. The Parties agree that EMPLOYEE does not violate, and COMPANY does not waive, the provisions in this Agreement pertaining to Confidentiality, viz. Sections 3.1-3.3 by submitting a complete copy of this Agreement to the Court under seal if required by the Court for the Court's dismissal of EMPLOYEE'S PAGA claim in the Court Action.

- (B) Payment to LWDA. The Parties agree that Three Thousand Five Hundred Dollars (\$3,500.00) of the Settlement Sum is allocated and characterized as a civil penalty under California Labor Code section 2699 *et seq.* in connection with EMPLOYEE'S release as a Private Attorney General strictly in his own capacity and as to civil penalties attributable only to alleged Labor Code violations that occurred to EMPLOYEE. The Parties acknowledge that Two Thousand Six Hundred Twenty-Five Dollars (\$2,625.00) from the allocation is therefore payable to the LWDA ("LWDA Share"). EMPLOYEE and his counsel are solely responsible for remitting the LWDA Share to the LWDA following receipt of the Settlement Sum from COMPANY.

(C)



(D)



[REDACTED]

(E)

[REDACTED]

■

[REDACTED]

III.

[REDACTED]

3.1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

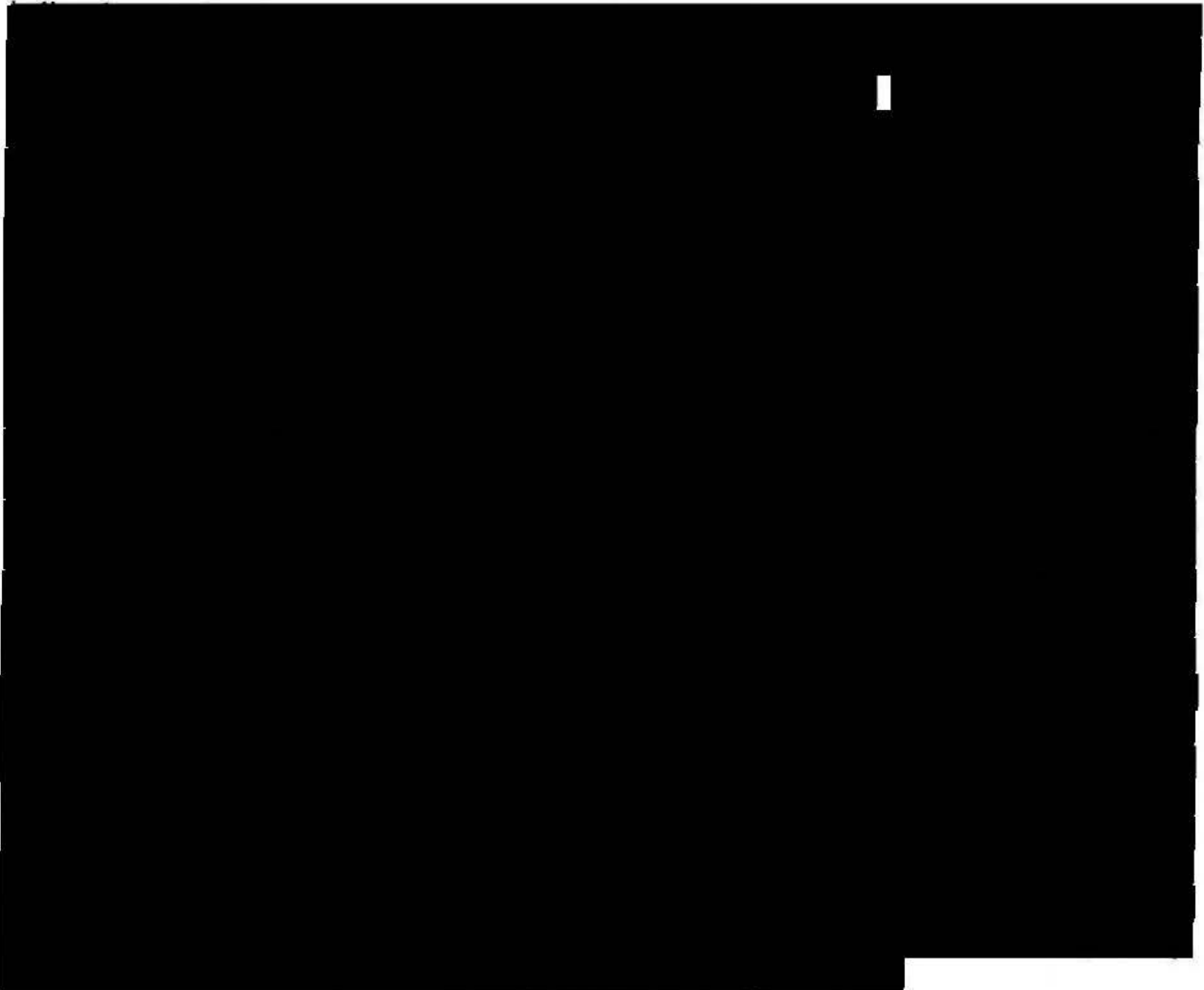
[REDACTED]

IV.

[REDACTED]

[REDACTED]

[REDACTED]



In the event EMPLOYEE becomes a party, representative, or member of any claim against the Releasees, EMPLOYEE agrees to waive his right to any monetary award in such an action. It is the express intention of the Parties, in effecting the releases provided for in this Agreement, that EMPLOYEE shall hereafter never have standing or capacity to continue or initiate a lawsuit against Releasees pursuant to the California Labor Code section 2699 *et seq.*, whether such lawsuit accounts for Labor Code violations experienced by EMPLOYEE or experienced by other "aggrieved employees." EMPLOYEE therefore expressly disclaims his capacity and standing as an aggrieved employee, having duly released all claims for civil penalties accountable to Labor Code violations suffered by EMPLOYEE. For the avoidance of doubt, the Parties agree that nothing in this Agreement is intended to abrogate or release the claims or standing to sue held by any unnamed party other than EMPLOYEE. Nothing in this Agreement is intended to waive any of the following: (i) any rights EMPLOYEE may have to workers' compensation benefits in accordance with applicable law; (ii) claims that may arise after the Parties sign this Agreement; (iii) claims which cannot be released by private agreement; or (iv) any rights to enforce this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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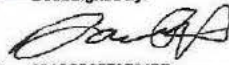
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED:

Dated: 9/14/2022

SAMUEL ALVAREZ

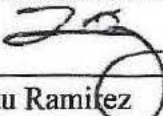
By:

DocuSigned by:

29A3CB85F9F84BD

Samuel Alvarez

Dated: 09/16/2022

GOLDENCORR SHEETS, LLC

By: 
Esau Ramirez
Human Resources Manager

APPROVED AS TO FORM:

Dated: 9/14/22

SHAKOURI LAW FIRM

By: *Ashkan Shakouri*
Ashkan Shakouri
Attorneys for Plaintiff/Claimant Samuel Alvarez

Dated: 9/16/2022

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: 
Amber M. Solano
Martin S. Li
Attorneys for Defendant/Respondent, GoldenCorr
Sheets, LLC

EXHIBIT 2

Thank you for your Proposed Settlement Submission

DP

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>

Fri, 23 Sep 2022 2:18:39 PM -0700

To "ash" <ash@shakourilawfirm.com>

09/23/2022 02:18:28 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)