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Attorneys for Defendant
ADMIRAL SECURITY SERVICES

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

GUSTAVO SANCHEZ,

Plaintiff,

v.

ADMIRAL SECURITY SERVICES, INC., and
DOES 1 to 25, inclusive,

Defendants.

CASE NO. C21-01792

STIPULATION TO:

**(1) DISMISS WITH PREJUDICE
PLAINTIFF'S INDIVIDUAL
CLAIMS AND (2) DISMISS PAGA
CLAIMS ON BEHALF OF THE
OTHER AGGRIEVED EMPLOYEES
WITHOUT PREJUDICE; AND
PROPOSED ORDER**

STIPULATION TO 1) DISMISS WITH PREJUDICE PLAINTIFF'S INDIVIDUAL CLAIMS AND 2) DISMISS PAGA CLAIMS ON
BEHALF OF THE OTHER AGGRIEVED EMPLOYEES WITHOUT PREJUDICE; AND PROPOSED ORDER

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The Parties hereby stipulate as follows:

3 WHEREAS, Plaintiff GUSTAVO SANCHEZ initiated claims made under the Private
4 Attorney General Act (PAGA) against Defendant ADMIRAL SECURITY SERVICES, INC. and
5 Does 1-25 (Declaration of Arlo Uriarte ("Uriarte Decl.", ¶2);

6 WHEREAS, the parties have executed a Confidential Settlement Agreement and Mutual
7 Release of All Claims ("Settlement Agreement") reflecting the settlements of Plaintiff's individual
8 PAGA claims against the Defendants for Five Hundred Dollars (\$500) and Plaintiff's individual
9 non-PAGA claims against the Defendants for Twenty Four Thousand and Five Hundred Dollars
10 (\$24,500.00). (Uriarte Decl., ¶5). Under the Settlement Agreement, Defendant shall pay the
11 PAGA Settlement Amount of Five Hundred Dollars (\$500): (a) Three Hundred Seventy Five
12 Dollars (\$375) to the Labor and Workforce Development Agency ("LWDA") in connection with
13 the settlement of Plaintiff's PAGA claims against the Defendant on behalf of himself (i.e., 75% of
14 the PAGA settlement in accordance with Labor Code §2699(i)); and (b) One Hundred Twenty
15 Five Dollars (\$125) to Plaintiff in connection with the settlement of Plaintiff's PAGA claims
16 against the Defendant on behalf of himself (i.e., 25% of the PAGA settlement in accordance with
17 Labor Code §2699(i)). (Uriarte Decl., ¶6).

18 WHEREAS, the Settlement Agreement is subject to, and expressly conditioned upon, the
19 Court's entry of an Order: (a) approving of the settlement of Plaintiff's PAGA claims on behalf of
20 himself and dismissing those PAGA claims with prejudice; (b) dismissing Plaintiff's PAGA claims
21 on behalf of the other aggrieved employees of Defendant without prejudice; and (c) dismissing
22 Plaintiff's non-PAGA claims with prejudice. (Uriarte Decl., ¶7).

23 WHEREAS, the parties respectfully submit that the Court enter an Order dismissing
24 Plaintiff's PAGA claims on behalf of the other aggrieved employees without prejudice is
25 warranted, in part because a previously-filed representative PAGA actions against the Defendant
26 is pending in other California state courts. Defendant's counsel called to Plaintiff's counsel's
attention the following representative PAGA action against Defendant of which Plaintiff and
Plaintiff's counsel were unaware when Plaintiff filed the Complaint in this action: *D'Artagnan
Hutcherson vs. Admiral Security Services, Inc.*, Fresno Superior Court, Case No. 20 CECG 02863
(filed on September 29, 2020). (Uriarte Decl., ¶3). Based upon Plaintiff's counsel's review of the
operative complaint in the *Hutcherson* case, all of Plaintiff's PAGA claims in this action are related

STIPULATION TO 1) DISMISS WITH PREJUDICE PLAINTIFF'S INDIVIDUAL CLAIMS AND 2) DISMISS PAGA CLAIMS ON
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1 to (and, therefore, would fall within) the PAGA claims in the *Hutcherson*. (Uriarte Decl., ¶4).
2 Given the pendency of the previously-filed *Hutcherson* case and the PAGA claims alleged therein,
3 there are ample grounds for the Court to dismiss Plaintiff's PAGA claims in this action without
4 prejudice. (Uriarte Decl., ¶12).

5 WHEREAS, notice of this representative action has not been required to be provided to
6 (and has not been provided to) the other aggrieved employees. (Uriarte Decl., ¶8). *See, e.g.,*
7 *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1122 (9th Cir. 2014) ("PAGA has no notice
8 requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA
9 action); *O'Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016) ("PAGA
10 does not require class actions procedures, such as notice and opt-out rights."); and *Ochoa-*
11 *Hernandez v. Cjaders Foods, Inc.*, 2010 WL 134077, at *5 (N.D. Cal. Apr. 2, 2010) ("Unnamed
employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of
the representative PAGA claim.")

12 WHEREAS, the parties respectfully respectfully submit that the relief requested by this
13 stipulation is warranted, partly because the proposed dismissals described herein will not prejudice
14 any of the other aggrieved employees. That conclusion is supported by the following factors,
15 among others: (a) the *Baumann*, *O'Connor* and *Ochoa-Hernandez* cases cited above support the
16 proposition that unnamed aggrieved employees need not be given notice of the PAGA claims; (b)
17 Plaintiff's counsel is unaware of any other aggrieved employees' reliance on the Plaintiff or
18 Plaintiff's counsel to prosecute this representative action for his or his benefit; and (c) Plaintiff's
19 counsel is unaware of any factor that prevents any other aggrieved employee from pursuing
individual claims against the Defendant if he or she elects to do so. (Uriarte Decl., ¶¶9-10).

20 WHEREAS, the Parties respectfully submit that the relief requested by this Stipulation is
21 further warranted in light of the following additional factors: (1) the parties are prepared to
22 consummate their Settlement Agreement immediately after the Court approves of the settlement
23 of Plaintiff's PAGA claims on behalf of himself and dismisses those PAGA claims with prejudice,
24 dismisses Plaintiff's PAGA claims on behalf of other aggrieved employees without prejudice, and
25 dismisses Plaintiff's non-PAGA claims with prejudice; and (2) there is no just reason to delay the
26 consummation of the parties' Settlement Agreement. (Uriarte Decl., ¶¶13-14).

WHEREAS, the Parties have agreed to terms that would not prejudice any third parties and intend only to resolve Plaintiff's individual claims, including to withdraw all PAGA claims of other aggrieved parties.

IT IS HEREBY JOINTLY REQUESTED AND STIPULATED that the Court enter an Order approving the settlement of Plaintiff's PAGA claims against the Defendant on behalf of himself in the total amount of Five Hundred Dollars (\$500) and the corresponding payments of Three Hundred Seventy Five Dollars (\$375) to the LWDA and One Hundred Twenty Five Dollars (\$125) to Plaintiff;

IT IS FURTHER JOINTLY REQUESTED AND STIPULATED that the Court enter an order dismissing Plaintiff's PAGA claims against the Defendant on behalf of himself with prejudice;

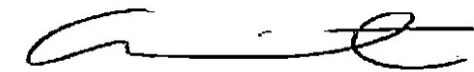
IT IS FURTHER JOINTLY REQUESTED AND STIPULATED that the Court enter an order dismissing all Doe Defendants and Plaintiff's PAGA claims against the Defendant on behalf of the other aggrieved employees without prejudice;

IT IS FURTHER JOINTLY REQUESTED AND STIPULATED that the Court enter an order dismissing Plaintiff's non-PAGA claims against the Defendant with prejudice; and

IT IS FURTHER JOINTLY REQUESTED AND STIPULATED that this Court retain jurisdiction under Code of Civil Procedure section 664.6 to enforce the Settlement Agreement until it has been performed in full.

Dated: October 25, 2022 LIBERATION LAW GROUP, P.C.

BY:



ARLO GARCIA URIARTE
Attorney for Plaintiffs

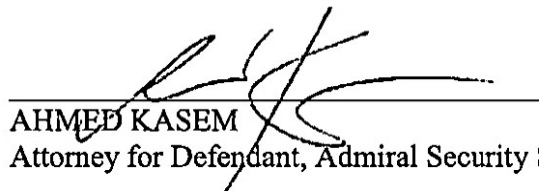
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1 Dated: October 28, 2022

KASEM, KO & AHMED

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3 BY:

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AHMED KASEM

5 Attorney for Defendant, Admiral Security Services, Inc.
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STIPULATION TO 1) DISMISS WITH PREJUDICE PLAINTIFF'S INDIVIDUAL CLAIMS AND 2) DISMISS PAGA CLAIMS ON
BEHALF OF THE OTHER AGGRIEVED EMPLOYEES WITHOUT PREJUDICE; AND PROPOSED ORDER

1 GUSTAVO SANCHEZ,
2
3 Plaintiff,

4 v.

5 ADMIRAL SECURITY SERVICES, INC., and
6 DOES 1 to 25, inclusive,
7
8 Defendants.

CASE NO. C21-01792

**[PROPOSED]
ORDER DISMISSING CASE**

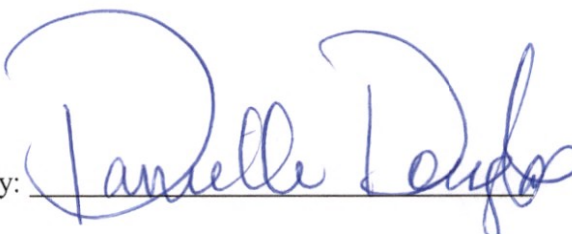
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10 Based on good cause shown and stipulation by the Parties, the Court orders as follows:

- 11 1. The Court approves of the settlement of Plaintiff's PAGA claims against the Defendant
12 on behalf of himself (i.e., Plaintiff's PAGA claims against the Defendant as
13 representative of the State of California on behalf of himself as an allegedly aggrieved
14 employee) for Five Hundred Dollars (\$500) to be paid as follows: (a) Three Hundred
15 Seventy Five Dollars (\$375) to the Labor and Workforce Development Agency
16 ("LWDA") (i.e., 75% of the PAGA settlement); and (b) One Hundred Twenty Five
17 Dollars (\$125) to the Plaintiff (i.e., 25% of the PAGA settlement). The aforementioned
18 settlement payments to the LWDA and Plaintiff shall be made by Defendant in
19 accordance with the terms of the parties' Confidential Settlement Agreement and
20 Mutual Release of All Claims ("Settlement Agreement").
- 21 2. Plaintiff's PAGA claims against the Defendant as representative of the State of
22 California on behalf of himself as an allegedly aggrieved employee are hereby
23 dismissed with prejudice in accordance with the terms of the parties' Settlement
24 Agreement.
25
26

- 1 3. Plaintiff's PAGA claims against the Defendant as representative of the State of
2 California on behalf of the other allegedly aggrieved employees are hereby dismissed
3 without prejudice in accordance with the terms of the parties' Settlement Agreement.
4 4. Plaintiff's individual non-PAGA claims against the Defendant are hereby dismissed
5 with prejudice in accordance with the terms of the parties' Settlement Agreement.
6 5. This action is dismissed in its entirety; and
7 6. That this Court will retain jurisdiction under Code of Civil Procedure section 664.6 to
8 enforce the terms of the Settlement Agreement until it has been performed in full.
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11 IT IS SO ORDERED.

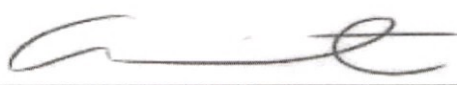
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13 Date: 11-14-2022

14 By: 

15 D. DOUGLAS

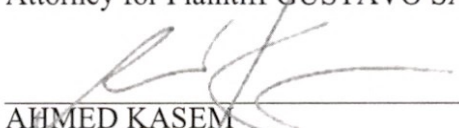
16 APPROVED AS TO FORM:
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19 Dated: October 25, 2022

By: 

20 ARLO GARCIA URIARTE
LIBERATION LAW GROUP, P.C.
Attorney for Plaintiff GUSTAVO SANCHEZ

21
22 Dated: October 28, 2022

By: 

23 AHMED KASEM
Kasem, Ko, and Ahmed
Attorney for Defendant ADMIRAL SECURITY
24 SERVICES, INC.
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PROOF OF SERVICE

I, Andrea Ortiz, declare as follows:

I am over the age of 18 and not a party to this action. My business address is 2760 Mission Street, San Francisco, CA 94110. I am familiar with the employer's business practice for collection and processing of mail using the United States Postal Service. On October 31, 2022, I served the attached:

STIPULATION TO: (1) DISMISS WITH PREJUDICE PLAINTIFF'S INDIVIDUAL CLAIMS AND (2) DISMISS PAGA CLAIMS ON BEHALF OF THE OTHER AGGRIEVED EMPLOYEES WITHOUT PREJUDICE; AND PROPOSED ORDER

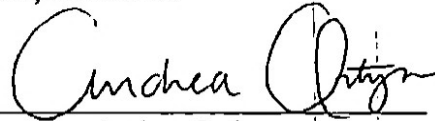
on the interested parties in said action, by placing a true copy thereof in sealed envelope(s) addressed as follows:

Ahmed Kasem, SBN 217956
akasem@kaemko.com
KASEM, KO & AHMED
600 ANTON BLVD., SUITE 11000
COSTA MESA, CA 92626

and served the named document in the manner indicated below:

☒ **BY ELECTRONIC MAIL:** I caused true and correct copies of the above documents to be sent to the person(s) at the electronic service address(es) listed above. Such documents(s) were transmitted via electronic mail from the electronic address: andrea@liberationlawgroup.com in portable document format ("PDF") Adobe Acrobat.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 31, 2022, at San Francisco, California.


Andrea Ortiz