

FILED/ENDORSED
Clerk of the Superior Court
DEC 22 2021
J. KALAMARAS
By _____
DEPUTY CLERK

1 Ruben Guerra, Esq. (SBN 291446)
2 Tizoc Perez-Casillas, Esq. (SBN 309981)
3 **GUERRA & CASILLAS LLP**
4 617 South Olive Street, Suite 1206
5 Los Angeles, California 90014
6 Telephone: (213) 437-9495
7 Facsimile: (213) 342-5503
8 ruben@guerracasillas.com
9 tizoc@guerracasillas.com

6 Attorneys for Plaintiff,
7 JULIAN RAYA

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SOLANA, CENTRAL DISTRICT**

10
11 JULIAN RAYA, an individual,
12 Plaintiff,

13 v.

14 BAY AREA HOTEL PARTNERS, LLC dba
15 CARQUINEZ INN, a limited liability
16 company; HARJIT GILL, an individual; and
17 DOES 1 through 20, inclusive,
18 Defendants.

17 BAY AREA HOTEL PARTNERS, LLC dba
18 CARQUINEZ INN, a limited liability company;
19 HARJIT GILL, an individual.

19 Cross-Complainants.

20 v.

21 JULIAN RAYA, an individual
22 Cross-Defendant.

Case No. FCS056931

[Assigned to Hon. Alesia Jones in Dept. 22 for
all purposes]

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

Action filed: August 5, 2021
Trial Date: None set yet

23 **TO THE HONORABLE COURT:**

24 Plaintiff Julian Raya ("Plaintiff") and Defendants Bay Area Hotel Partners, LLC dba
25 Carquinez Inn and Harjit Gill (collectively, "Defendants"), by and through their counsel of record,
26 hereby stipulate as follows:

27 WHEREAS, Plaintiff provided the California Labor and Workforce Development Agency
28 ("LWDA") with notice of his intent to assert a PAGA claim and the basis for that claim in

File By Fax

1 accordance with Labor Code section 2699.3 on December 3, 2020. Plaintiff filed his Complaint after
2 not receiving a response from the LWDA;

3 WHEREAS, Plaintiff filed his Complaint on August 5, 2021 against Defendants alleging the
4 following causes of action: (1) Failure to Pay All Wages Due (Cal. Labor Code §201, 204, 221); (2)
5 Failure to Pay Minimum Wages (Cal. Labor Code §§1182.12, 1194, 1194.2, 1197); (3) Failure to Pay
6 Overtime Compensation (Cal. Labor Code §§510, 1194); (4) Failure to Provide Meal and Rest
7 Periods (Cal. Labor Code §§226.7, 512); (5) Failure to Indemnify for Necessary Business Expenses
8 (Cal. Labor Code §2802); (6) Failure to Provide Itemized Wage and Hour Statements (Cal. Labor
9 Code §§226, et seq.); (7) Waiting Time Penalties (Cal. Labor Code §§201-203); (8) Private Attorney
10 General Act (Cal. Labor Code §2699, et seq.); (9) Failure to Permit Inspection of Personnel and
11 Payroll Records (Cal. Labor Code §§226, 1198.5); (10) Retaliation (Cal. Labor Code §§ 98.6); (11)
12 Retaliation (Cal. Labor Code §§ 1102.5, 1102.6); (12) Wrongful Termination in Violation of Public
13 Policy; and (13) Unfair Competition (Bus. & Prof. Code §17200 et seq.).

14 WHEREAS, on September 23, 2021, Defendants filed an Answer to Plaintiff's Complaint and
15 filed a Cross-Complaint against Plaintiff. On October 20, 2021, Defendants filed an Amended Cross-
16 Complaint alleging the following causes of action: (1) Breach of Contract; (2) Breach of the Duty of
17 Loyalty; (3) Defamation; (4) Unlawful Recording of Confidential Communications; (5) Unlawful
18 Recording of Communications; (6) Intentional Interference with Contractual Relations; and (7)
19 Intentional Interference with Prospective Economic Advantage.

20 WHEREAS, the Parties agreed to a private mediation with Jeffrey Owensby, Esq. which took
21 place on December 7, 2021, and the Parties resolved the case at the mediation.

22 WHEREAS, in order to avoid the expense and uncertainty of further proceedings, the Parties
23 reached a settlement of Plaintiff's individual claims only against Defendants, and entered into a
24 confidential settlement and general release on December 9, 2021;

25 WHEREAS, the settlement between the Parties is not a "PAGA settlement" requiring court
26 approval under Labor Code § 2699(1)(2) because the Parties did not seek to release any claims on a
27 representative basis;

28 WHEREAS, Plaintiff wishes to settle for himself on the terms reached with Defendants with
regard to the Action. The amount of the confidential settlement agreement was negotiated for the
individual claims based on the wrongful termination, and retaliation under the Labor Code §§ 98.6,

1 and 1102.5;

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

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

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

19 WHEREAS, this request for dismissal of the PAGA claim without prejudice shall be served to
20 the LWDA after Court approval;

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

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

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

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

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

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[SIGNATURES ON FOLLOWING PAGE]

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1 DATED: December 9, 2021

GUERRA & CASILLAS LLP

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By: 

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Ruben Guerra

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Tizoc Perez-Casillas

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Attorneys for Plaintiff

Julian Raya

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DATED: December 9, 2021

REITER GRUBER LLP

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9

By: 

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Charlie D. Reiter

11

Curt K. Brown

12

Attorneys for Defendants,

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Bay Area Hotel Partners, LLC dba Carquinez Inn

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and Harjit Gill

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[PROPOSED] ORDER

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

IT IS HEREBY ORDERED that

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

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

IT IS SO ORDERED.

DEC 15 2021

Date: _____

ALESIA JONES

Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 617 South Olive Street, Suite 422, Los Angeles, California 90014.

On December 9, 2021, I served the foregoing document(s) described as

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

on the interested parties described in the attached service list in this action as follows:

☐ BY MAIL: I am "readily familiar" with the firm's practice for collection and processing correspondence for mailing with the U.S. Postal Service. Under that practice, and in the ordinary course of business, correspondence would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at our business address in Los Angeles, California. Each of the above envelopes was sealed and placed for collection and mailing on that date following ordinary business practices.

☒ (VIA ELECTRONIC TRANSMISSION) I caused a copy of the document(s) listed above to be sent via electronic transmission either through email or through an electronic delivery service to the persons at the e-mail addresses listed above on this day. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Executed on December 9, 2021, at Los Angeles, California.

☒ STATE: I declare under penalty of perjury under the laws of the State of California that the foregoing 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 the service was made.

Luis Moreno



SERVICE LIST

CHARLES D. REITER
creiter@reitergruber.com
CURT K. BROWN
cbrown@reitergruber.com
REITER GRUBER LLP
100 Wilshire Blvd., Ste. 700
Santa Monica, California 90401
Telephone: (310) 496-7799

*Attorneys for Defendants/Cross
Complainants Bay Area Hotel Partners,
Inc., and Harjt Gill*