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Attorneys for Plaintiffs

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN DIEGO**

STEVEN ALVARADO, AILED CORTEZ,  
JUAN LUNA, PATRICIA MELENDREZ,  
BENJAMIN SILVA AVENA, MARCO  
SILVA, and ALBA ZAVALA, all individuals,

Plaintiffs,

v.

CHAIDEZ GONZALEZ INC.; COCINA 35,  
LLC; PAULINA CHAIDEZ GONZALEZ,  
CESAR A. CHAIDEZ GAMBOA, MARIA  
DOLORES GONZALEZ, CESAR CHAIDEZ  
GONZALEZ JR., and PAULINA CHAIDEZ  
CALDERON, all individuals; and DOES 1  
through 50, inclusive,

Defendants.

CASE NO.: 37-2022-00032310-CU-OE-CTL

**JOINT NOTICE OF MOTION AND  
MOTION FOR COURT APPROVAL OF  
SETTLEMENT OF PLAINTIFFS'  
PRIVATE ATTORNEYS GENERAL  
ACT ("PAGA") CLAIM;  
MEMORANDUM OF POINTS AND  
AUTHORITIES; DECLARATION OF  
RODOLFO RUIZ-VELASCO IN  
SUPPORT THEREOF; [PROPOSED]  
ORDER**

I/C: Hon. Judy S. Bae  
Dept.: C-62

Hearing Date: January 23, 2026  
Hearing Time: 9:10 a.m.

Date of First Paper: August 12, 2022  
Trial Date: Off calendar pending approval  
of this stipulation

[IMAGED FILE]

1 PLEASE TAKE NOTICE that on January 23, 2026 at 9:10 a.m., or as soon thereafter as  
2 this matter may be heard in Department C-62 of the above-entitled Court, located at 330 West  
3 Broadway, San Diego, California, Plaintiffs STEVEN ALVARADO, AILED CORTEZ, JUAN  
4 LUNA, PATRICIA MELENDREZ, BENJAMIN SILVA AVENA, MARCO SILVA, and ALBA  
5 ZAVALA (collectively, "Plaintiffs"), and Defendants CHAIDEZ GONZALEZ INC.; COCINA  
6 35, LLC; PAULINA CHAIDEZ GONZALEZ, CESAR A. CHAIDEZ GAMBOA, MARIA  
7 DOLORES GONZALEZ, CESAR CHAIDEZ GONZALEZ JR., and PAULINA CHAIDEZ  
8 CALDERON (collectively, "Defendants") (Plaintiffs and Defendants are hereinafter  
9 collectively, the "Parties") will and hereby move jointly for approval of settlement of Plaintiffs'  
10 Private Attorneys General Act of 2004 ("PAGA") claim.  
11

12 This Motion is based on this notice, the attached memorandum of points and authorities,  
13 the declaration of Rodolfo Ruiz-Velasco, the complete files and records in this action, and any  
14 other matters that may be presented to the Court.  
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16 Dated: August 12, 2025

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Rodolfo Ruiz-Velasco, Esq.  
Attorneys for Plaintiffs  
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION & BACKGROUND**

3 Plaintiffs STEVEN ALVARADO, AILED CORTEZ, JUAN LUNA, PATRICIA  
4 MELENDREZ, BENJAMIN SILVA AVENA, MARCO SILVA, and ALBA ZAVALA  
5 (collectively, “Plaintiffs”) were employed with Defendants CHAIDEZ GONZALEZ INC.;  
6 COCINA 35, LLC; PAULINA CHAIDEZ GONZALEZ, CESAR A. CHAIDEZ GAMBOA,  
7 MARIA DOLORES GONZALEZ, CESAR CHAIDEZ GONZALEZ JR., and PAULINA  
8 CHAIDEZ CALDERON (collectively, “Defendants”) as kitchen and front of the house staff at  
9 Defendants’ restaurants named Cocina 35 located in San Diego County.

10 Plaintiffs filed this action for damages making individual wage and hour claims.  
11 Plaintiffs, as a representatives for the State of California, also claim for civil penalties pursuant  
12 to PAGA on behalf of the State of California and all current and former aggrieved employees of  
13 Defendants. The PAGA damage period is as follows: May 12, 2020 to the date this case is  
14 dismissed for nonexempt aggrieved employees who worked for Defendants (the “PAGA  
15 Period”).

16 Plaintiffs allege multiple wage and hour Labor Code violations such as nonpayment of  
17 minimum wages, regular wages, overtime wages, meal and rest period premiums, inaccurate  
18 wage statements, inaccurate time records, and waiting time penalties. Defendants deny all  
19 allegations.

20 This case represents the pinnacle of the goals of litigation: contentious arms’-length  
21 negotiations, production of records, exchanging several sets of written discovery, plus several  
22 settlement communications, which revealed the strengths and weaknesses of each side’s case,  
23 leading to a global resolution of all disputes, both the individual claims and the representative  
24 PAGA action. In this fashion, the Parties avoid incurring additional attorneys’ fees and costs  
25 required to try the case and to reach a reasonable settlement at the earliest opportunity.

26 The details of the PAGA claim settlement are a gross settlement sum of \$25,000,  
27 allocated as follows: \$20,000 in civil penalties plus \$5,000.00 in PAGA settlement administrator  
28 fees. This results in a net gain of \$20,000 for the State of California and the aggrieved

employees. Accordingly, Plaintiffs respectfully request that the Court approve this PAGA claim settlement which provides substantial benefits to both the State of California and to the aggrieved employees.

## **II. PROCEDURAL HISTORY**

On May 12, 2021, Plaintiffs notified the Labor and Workforce Development Agency (“LWDA”) regarding their Labor Code claims pursuant to PAGA and filed and served his PAGA Action (LWDA Case No. LWDA-CM-831950-21) (the “PAGA Action” or “PAGA Claim”). Plaintiffs thereafter filed their complaint on August 12, 2022 after entering into a tolling agreement with Defendants which did not result in a successful resolution of the matter prior to litigation, and filed their individual claims and the PAGA Action.

The Parties made productive resolution discussions after performing written discovery, exchange of records regarding the Plaintiffs and the aggrieved employees, and several settlement communications. After several settlement communications, and after careful consideration of the information produced, the Parties agreed to a settlement of the case in full, including the individual and PAGA claims. This case will be dismissed in its entirety upon the Court approving the settlement of the PAGA claim.

## **III. PAGA CLAIMS CANNOT BE SETTLED WITHOUT COURT APPROVAL**

Pursuant to Labor Code Section 2699(1)(2): “The superior court shall review and approve any settlement of any civil action filed pursuant to this part.”

## **IV. THE COURT HAS WIDE DISCRETION IN APPROVING PAGA PENALTIES THAT ARE BINDING**

Pursuant to Labor Code Section 2699(e) the Court has discretion as it pertains to the amount of the penalty and “may award a lesser amount than the maximum civil penalty amount specified by this part, based on the facts and circumstances of the particular case” because “to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”

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**V. THE PROPOSED PAGA CIVIL PENALTIES SETTLEMENT IS REASONABLE GIVEN THAT DEFENDANTS DISPUTE THE VIOLATIONS ALLEGED BY PLAINTIFFS, DEFENDANTS HAVE MADE CORRECTIVE MEASURES, AND THAT THE PARTIES WOULD LIKE TO COMPROMISE TO SAVE ON FEES AND COSTS THAT WOULD INCREASE SIGNIFICANTLY UPON FURTHER LITIGATION**

“[The] Legislature's purpose in enacting the PAGA was to augment the limited enforcement capability of the Agency by empowering employees to enforce the Labor Code as representatives of the Agency.” *Iskanian*, supra, 59 Cal.4th at 383.

Labor Code section 2699 allows for a maximum penalty of one-hundred dollars (\$100) for the first pay period in which there was violation of applicable sections and two-hundred dollars (\$200) per pay check for each pay period thereafter pursuant to subsection (f)(2), “except those for which a civil penalty is specifically provided” pursuant to subsection (f).

In the instant action there were six main categories of violations claimed by Plaintiffs: minimum wage violations, overtime wage violations, meal periods violations, rest period violations, conversion of gratuities, and records violations.

Labor Code section 2699.3 requires that the representative employee(s) “give written notice by online filing with the Labor and Workforce Development Agency and by certified mail to the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation.” Labor Code section 2699.3(1)(A). Plaintiff gave said notice on May 12, 2021, and the LWDA did not respond. See Decl. of Ruiz-Velasco, ¶2.

The Parties were able to compromise the claims reaching a global confidential settlement of the entire action, including the individual wage and hour claims and the PAGA Action. A total of twenty five thousand dollars (\$25,000.00) has been deemed and agreed by the Parties to be an appropriate allotted amount to settle the 8th cause of action for PAGA civil penalties. This gross settlement amount for the PAGA Action is divided as follows as agreed by the Parties: twenty thousand dollars (\$20,000.00) in civil penalties, plus \$5,000 for settlement administrator

1 fees for distribution of the PAGA civil penalties. The Parties have decided to hire Phoenix  
2 Settlement Administrators as the PAGA civil penalties administrator to distribute the PAGA civil  
3 penalties to the California LWDA and to the aggrieved employees who worked during the  
4 PAGA Period.

5 Here, Defendants own and operate Cocina 35 chain of restaurants in San Diego County,  
6 California. Plaintiffs were employed by Defendants as kitchen staff and front of the house staff.  
7 Plaintiffs claim that Defendants underpaid their and other employees' hours worked and earned,  
8 did not provide requisite meal and rest periods, converted gratuities, and as a consequence of the  
9 above violations, the pay records produced are inaccurate in violation of Labor Code Section 226  
10 and failed to timely produce employee files and records in violation of Labor Code 226, 432,  
11 1198.5. Defendants deny all violations.

12 All of Plaintiffs' individual causes of action along with the PAGA cause of action were  
13 resolved in a confidential settlement on or about May 19, 2025. Plaintiffs do not object to the  
14 \$25,000 total amount allocated to the PAGA Action because (1) Plaintiffs' investigation showed  
15 that many of the violations have stopped, (2) the Defendants dispute all of the claimed violations,  
16 (3) the Defendants have cooperated with Plaintiffs' investigation, and (4) the Parties have  
17 decided to compromise to save on attorneys' fees and costs because further litigating this case  
18 would significantly increase fees and costs for the Parties making settlement less likely.

19 The PAGA Period was used as the time period in question to reflect the one-year statute  
20 of limitations for penalties from the time of filing the written PAGA notice with the LWDA to  
21 the time this case is dismissed (see above). Of the twenty thousand dollars (\$20,000.00)  
22 apportioned for PAGA civil penalties, fifteen thousand dollars (\$15,000.00) or seventy-five  
23 percent (75%) will be paid to the California Labor Workforce Development Agency ("LWDA")  
24 and five thousand dollars (\$5,000.00) or twenty-five percent (25%) will be paid to the aggrieved  
25 employees.

26 The Parties were able to reach a compromised confidential settlement after written  
27 discovery and exchange of records regarding Plaintiffs and the other aggrieved employees, plus  
28 multiple settlement communications required to finally settle all causes of action for the

1 Plaintiffs, including their individual seven causes of action as follows for (1) failure to pay  
2 wages, (2) failure to timely furnish accurate itemized wage statements in violation of Labor Code  
3 section 226(a), (3) unfair business practices, (4) waiting time penalties per Labor Code section  
4 203, (5) meal and rest period violations, (6) failure to timely provide copy of personnel file and  
5 payroll records and failure to maintain accurate time records, and (7) conversion of gratuities,  
6 along with the representative eighth (8th) cause of action for PAGA civil penalties.

#### 7 **VI. DEFINITION OF AGGRIEVED EMPLOYEES**

8 The aggrieved employees are defined as: Any and all nonexempt employees of  
9 Defendants who were employed during the PAGA Period (“PAGA Aggrieved Employees”).

#### 10 **VII. SCOPE OF RELEASE**

11 The release contained in the Settlement Agreement is as follows:

12 “**PAGA Release.** Upon approval by the Court of the settlement of all PAGA claims in  
13 the Action and dismissal of the entire action with prejudice, the PAGA claims against  
14 Defendants that were pled in the operative complaint or reasonably could have been pled  
15 based on the claims and factual allegations in the operative complaint, and which arose  
16 during the period May 12, 2020 through the date of dismissal of the entire Action with  
17 prejudice, shall be deemed released. This includes, but is not limited to, claims for failure  
18 to pay minimum wages, failure to pay overtime wages, failure to pay regular wages,  
19 failure to pay sick pay wages, failure to provide compliant wage statements, meal and rest  
20 period violations, waiting time penalties, failure to reimburse business expenditures,  
21 other records violations, and failure to pay gratuities, failure to pay overtime premiums at  
22 one and one half times the regular rate of pay, failure to pay meal and rest premiums at  
23 one and one half times the regular rate of pay, failure to include non-discretionary  
24 incentive compensation as part of employees’ regular rate of pay, underpayment of meal,  
25 rest, and overtime premiums, failure to accurately record hours worked and failure to pay  
26 all hours worked, requiring employees to work off-the-clock and failing to pay for off the  
27 clock hours worked, unlawful deductions and failure to disclose deductions, failure to  
28 reimburse for use of cellular phones and failure to reimburse for uniforms, failure to  
provide accurate itemized wage statements, failure to properly record and provide legally  
required meal and rest periods, failure to pay minimum wages, failure to pay overtime  
wages and sick pay wages, failure to reimburse employees for required expenses, and  
failure to provide wages when due, all in violation of the applicable Labor Code sections  
listed in Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3,  
226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5,  
1199, 2802, and 2804, and the applicable Wage Order(s).”

Confidential Settlement Agreement, §12.

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Dated: August 12, 2025

  
Rodolfo Ruiz-Velasco, Esq.,  
Attorneys for Plaintiffs

I, Rodolfo Ruiz-Velasco, declare as follows:

2. On or about May 12, 2021, on behalf of Plaintiffs, I sent Defendants CHAIDEZ GONZALEZ INC.; COCINA 35, LLC; PAULINA CHAIDEZ GONZALEZ, CESAR A. CHAIDEZ GAMBOA, MARIA DOLORES GONZALEZ, CESAR CHAIDEZ GONZALEZ JR., and PAULINA CHAIDEZ CALDERON (collectively, “Defendants”) via certified mail a written notice of Plaintiffs’ intent to bring a claim for PAGA civil penalties, and filed it with the California Labor Workforce Development Agency (“LWDA”) via online submission through their website (A true and correct copy of the written notice for the PAGA claim is attached to the Complaint in this action, see Docket No. 1, Exhibit 1). The LWDA provided Case No. LWDA-CM-831950-21 for the PAGA Action. The LWDA did not respond within the requisite 65 days.

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4. Despite the above differences and disputes regarding the viability of said claims, on or about May 19, 2025, the Parties were able to reach a compromised confidential settlement after the Parties exchanged initial written discovery and documents, plus multiple settlement communications required to finally settle all causes of action. Upon Court approval of this settlement, Plaintiffs will request to dismiss this case in its entirety.

5. \$25,000 has been agreed to settle the PAGA claim, where this gross amount is allocated as follows: \$20,000 in civil penalties plus \$5,000 for civil penalties settlement administrator fees. This results in a net gain of \$20,000 for the State of California and the aggrieved employees.

6. Of the twenty thousand dollars (20,000), fifteen thousand dollars (\$15,000) or seventy-five percent (75%) will be paid to the California Labor Workforce Development Agency ("LWDA") and five thousand dollars (\$5,000) or twenty-five percent (25%) will be paid to the aggrieved employees.

I declare under penalty of perjury under the laws of the state of California that foregoing is true and correct and based upon my personal knowledge.

Dated: August 12, 2025

Rodolfo Ruiz-Velasco, Esq.  
Attorney for Plaintiffs

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) CASE NO.: 37-2022-00032310-CU-OE-CTL  
)  
) **[PROPOSED] ORDER ON JOINT**  
) **NOTICE AND MOTION FOR COURT**  
) **APPROVAL OF SETTLEMENT OF**  
) **PLAINTIFFS’ PRIVATE ATTORNEYS**  
) **GENERAL ACT (“PAGA”) CLAIM**  
)  
) I/C: Hon. Judy S. Bae  
) Dept.: C-62  
)  
)  
) Hearing Date: January 23, 2026  
) Hearing Time: 9:10 a.m.  
)  
)  
) Date of First Paper: August 12, 2022  
) Trial Date: Off calendar pending approval  
) of this stipulation  
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) [IMAGED FILE]  
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1 Plaintiffs STEVEN ALVARADO, AILED CORTEZ, JUAN LUNA, PATRICIA MELENDREZ,  
2 BENJAMIN SILVA AVENA, MARCO SILVA, and ALBA ZAVALA (collectively,  
3 “Plaintiffs”), and Attorney Jessica Mulvaney, Esq. appeared on behalf of Defendants CHAIDEZ  
4 GONZALEZ INC.; COCINA 35, LLC; PAULINA CHAIDEZ GONZALEZ, CESAR A.  
5 CHAIDEZ GAMBOA, MARIA DOLORES GONZALEZ, CESAR CHAIDEZ GONZALEZ  
6 JR., and PAULINA CHAIDEZ CALDERON (collectively, “Defendants”). Having read the  
7 Motion, the memorandum of points and authorities, and the declaration, and having heard  
8 argument of counsel,  
9

10 **GOOD CAUSE APPEARING, IT IS SO ORDERED** that the Motion is granted.

11 1. The Parties’ agreement to settle any and all claims available under Labor Code  
12 sections 2698, et seq. (the Private Attorneys General Act or “PAGA”) (LWDA Case No.  
13 LWDA-CM-831950-21) pursuant to Plaintiffs’ eighth (8<sup>th</sup>) cause of action in their Complaint for  
14 \$25,000.00, which is calculated as \$20,000.00 in PAGA civil penalties, and \$5,000.00 in PAGA  
15 civil penalties settlement administrator distribution costs, is approved by this Court.  
16

17 2. The aggrieved employees are defined as all nonexempt employees who worked  
18 for Defendants CHAIDEZ GONZALEZ INC.; COCINA 35, LLC; PAULINA CHAIDEZ  
19 GONZALEZ, CESAR A. CHAIDEZ GAMBOA, MARIA DOLORES GONZALEZ, CESAR  
20 CHAIDEZ GONZALEZ JR., and PAULINA CHAIDEZ CALDERON from May 12, 2020 to the  
21 date this case is dismissed with prejudice (the “PAGA Period”).  
22

23 3. The civil penalties amount of \$20,000.00, shall be distributed by settlement  
24 claims administrator Phoenix Settlement Administrators with 75% of that amount (\$15,000.00)  
25 made payable to the California Labor Workforce & Development Agency (“LWDA”), and 25%  
26 of that amount (\$5,000.00) made payable to the aggrieved employees pro rata according to the  
27 number of pay periods that each employee worked during the PAGA Period.  
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4. The following alternative or additional relief is granted: \_\_\_\_\_

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**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Judy S. Bae

3 **PROOF OF SERVICE**

4 I am employed in the County of San Diego, State of California. I am over eighteen years  
5 of age and not a party to this action; my business address is 600 W. Broadway Suite 700, San  
6 Diego, California, 92101.

7 On **August 12, 2025**, I served a true copy of the foregoing document(s):

8 **JOINT NOTICE AND MOTION FOR COURT APPROVAL OF SETTLEMENT OF**  
9 **PLAINTIFFS' PRIVATE ATTORNEYS GENERAL ACT ("PAGA") CLAIM;**  
10 **MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF RODOLFO**  
11 **RUIZ-VELASCO IN SUPPORT THEREOF; [PROPOSED] ORDER**

12 on all interested parties in this action as follows:

|                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| 13 Sam G. Sherman<br>14 Jessica Mulvaney<br>15 12520 High Bluff Drive, Suite 230<br>16 San Diego, CA 92130<br>17 <a href="mailto:sam@TencerSherman.com">sam@TencerSherman.com</a><br>18 <a href="mailto:jessica@TencerSherman.com">jessica@TencerSherman.com</a><br>19 <a href="mailto:connie@TencerSherman.com">connie@TencerSherman.com</a><br>20 <a href="mailto:jasmin@TencerSherman.com">jasmin@TencerSherman.com</a> | Attorneys for<br>Defendants COCINA<br>35, LLC, et al.         |
| 21 California Labor Workforce<br>22 Development<br>23 Agency455 Golden Gate Ave, 9th Floor<br>24 San Francisco, CA 94102<br>25 (by online submission only at<br>26 <a href="https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html">https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html</a>                                                           | California Labor<br>Workforce<br>Development Agency<br>(LWDA) |

21 ☒ **E-service/E-mail service:** I e-served/e-mailed the above-documents to the e-mail(s) of  
22 counsel above pursuant to agreement between counsel.

23 ☒ **Online submission:** I submitted the above-documents online via the website above.

24 I declare under penalty of perjury under the laws of the State of California that the  
25 foregoing is true and correct. Executed on **August 12, 2025**.

26   
27 Rodolfo Ruiz-Velasco  
28