

07/27/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Lopez Deputy

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Attorneys for Defendant,
JP Warehousing Inc., and Yosef Parry, also
known as Yossi Parry

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

RAFAEL MAURICIO GOUZY, an individual,

Plaintiff,

v.

JP WAREHOUSING, INC., a California
corporation; YOSEF PARRY, an individual;
YOSSI PARRY, an individual, and DOES 1
through 20, inclusive,

Defendants

Case No.: 21STCV42568

*[Assigned for all purposes to the Honorable
John Doyle, Dept. 58]*

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

Action Filed: November 18, 2021

Trial Date: July 10, 2023

Plaintiff Rafael Mauricio 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 Defendant JP WAREHOUSING, INC., ("JPW" or "Defendant") (Plaintiff and Defendant collectively referred to as the "Parties"), hereby stipulate and agree, as follows:

1 WHEREAS, Plaintiff provided the LWDA with notice of their intent to assert a PAGA claim and
2 the basis for that claim in accordance with Labor Code section 2699.3 on August 9, 2021 Plaintiff filed
3 his Complaint on November 18, 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) Retaliation in violation of Labor Code sections 98.6, 232.5, 6310, 64000, et seq.; (2)
6 Retaliation in Violation of Labor Code section 1102.5 and 1102.6; (3) Wrongful Termination in Violation
7 of Public Policy; (4) Failure to Indemnify for Necessary Business Expenditures; (5) Failure to Furnish
8 Accurate Wages Statements; (6) Waiting Time Penalties; (7) Private Attorney General Act (Labor Code
9 §2699, Et Seq.); (8) Failure to Pay Minimum Wages; (9) Failure to Pay Overtime Compensation; (10)
10 Failure to Provide Meal and Rest Periods; (11) Failure to Pay Wages and Improper Deductions; (12)
11 Wrongful Termination (Gov't Code § 12940 Et Seq.)

12 WHEREAS, Defendants' alleged violations under the California Labor Code, and the derivative
13 claims, serve as the basis for Plaintiff's PAGA cause of action;

14 WHEREAS, Defendants deny that there is any factual or legal basis for the claims in this Action;

15 WHEREAS, in order to avoid the expense, uncertainty, and inconvenience of further proceedings,
16 the Parties reached a settlement of Plaintiff's claims against Defendants, which underlying negotiations
17 were focused completely on Plaintiff's individual claims and not the PAGA claims;

18 WHEREAS, the Parties entered into a confidential settlement and general release on June 24,
19 2022;

20 WHEREAS, the settlement between the Parties is not a "PAGA settlement" requiring court
21 approval under Labor Code section 2699(l)(2) because the Parties did not seek to release any claims on
22 a representative basis;

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

25 WHEREAS, Plaintiff has not sought the express consent of other aggrieved employees to pursue
26 this lawsuit on their behalf;

27 WHEREAS, Plaintiff is not required to give other aggrieved employees the opportunity to opt-
28 out of Plaintiff's representation in this matter;

1 WHEREAS, a claim under the California Labor Code Private Attorney General Act of 2004
2 (“PAGA”), California Labor Code §§2699 et seq. was part of the Complaint;

3 WHEREAS, the rights of other aggrieved employees will not be prejudiced, as the Parties seek
4 dismissal without prejudice as to the other allegedly aggrieved employees. No consideration has been or
5 will be provided for the dismissal without prejudice of Plaintiff’s PAGA claim with respect to these other
6 allegedly aggrieved employees, and the Parties did not seek or enter into a release of PAGA claims on
7 behalf of any allegedly aggrieved employees. Thus, Dismissal of this representative action does not
8 affect the rights or abilities of any other allegedly aggrieved employees to bring subsequent individual
9 actions, class actions, or representative PAGA actions because this action is to be dismissed without
10 prejudice as to any other allegedly aggrieved employees;

11 WHEREAS, this stipulation to dismiss the PAGA claims without prejudice shall be served to the
12 California Labor Workforce (“LWDA”) after Court approval;

13 WHEREAS, any other allegedly aggrieved employees will not be prejudiced without notice of
14 the settlement or the requested dismissal. Discovery as to the identities of other aggrieved employees
15 was not completed based on the Parties desire to resolve the case after protracted discussion,
16 investigation, and negotiation, nor has notice of this action been provided to other aggrieved employees.
17 Thus, the Parties are not aware of any other allegedly aggrieved employees who have any expectations
18 of recovery of any kind in this case, and to the extent any of them wish, in the future, to pursue their own
19 claims, they have the right to do that; and

20 WHEREAS, Plaintiff wishes to dismiss his PAGA cause of action without prejudice;

21
22 **NOW, THEREFORE**, the parties stipulate and jointly request that:

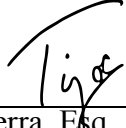
23 1. The Court dismiss Plaintiff’s seventh cause of action under the Private Attorney General
24 Act of 2004 (“PAGA”), Labor Code §§2699 et seq., without prejudice.

25 **IT IS SO STIPULATED** between the parties.
26
27
28

1 DATED: June ²⁷~~24~~, 2022

GUERRA & CASILLAS LLP

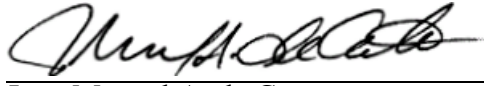
2
3 By:


Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiff,
RAFAEL MAURICIO GOUZY

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5
6
7 DATED: June 24, 2022

DE CASTRO LAW GROUP, P.C.

8
9
10 By:


Jose-Manuel A. de Castro
Attorney for Defendants
JP WAREHOUSING, INC. and YOSEF
PARRY

1 **~~PROPOSED~~ ORDER**

2 The 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 seventh cause of action under the California Labor Code, Private Attorney
6 General Act, Labor Code §§ 2699, et seq., is dismissed without prejudice; and

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

9
10 **IT IS SO ORDERED.**

11
12 DATED: 07/27/2022



Bruce G. Iwasaki / Judge
HON. JUDGE ~~JOHN DOYLE~~
JUDGE OF SUPERIOR COURT

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

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

5 On June 27, 2022, I served the documents described on the **JOINT STIPULATION TO**
6 **DISMISS PAGA CLAIM AND [PROPOSED] ORDER THEREON** on the interested parties in this action as follows:

7
8 Jose-Manuel A. De Castro, Esq.
9 **DE CASTRO LAW GROUP**
7590 N. Glenoaks Blvd., Suite 201
Los Angeles, CA 91504
10 jmdecastro@decastrolawgroup.com
11 ykarimi@decastrolawgroup.com

Attorney for Defendants

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13
14
15 ☒ (VIA ELECTRONIC TRANSMISSION) I caused a copy of the document(s) listed above to
16 be sent via electronic transmission either through email or through an electronic delivery service to
17 the persons at the e-mail addresses listed above on this day. I did not receive, within a reasonable
18 time after the transmission, any electronic message or other indication that the transmission was
19 unsuccessful.

20 Executed on June 27, 2022, at Los Angeles, California.

21 ☒ STATE I declare under penalty of perjury under the laws of the State of
22 California that the foregoing is true and correct.

23 ☐ FEDERAL I declare that I am employed in the office of a member of the bar of this
24 Court at whose direction the service was made.

25
26
27
28 Nadia Chavez

