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Attorneys for Defendant
FAR WEST RESTAURANT GROUP, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BENITO GARCIA, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

FAR WEST RESTAURANT GROUP, LLC,
a California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 21BBCV01014

Assigned for all purposes to: Judge John
Kralik, Department B

**STIPULATION OF THE PARTIES RE:
DISMISSAL OF THE ACTION AND
[PROPOSED] ORDER THEREON**

Complaint filed: December 3, 2021

FILED
Superior Court of California
County of Los Angeles

07/27/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: W. Delgado Deputy

1 Plaintiff Benito Garcia (“Plaintiff”) and Defendant Far West Restaurant Group,
2 LLC (“Defendant”), by and through their respective counsel, hereby enter into the
3 following stipulation and mutually request the Court to enter an order in accordance
4 therewith.

5
6 STIPULATION

7 1. Plaintiff commenced this Action on December 3, 2021. In his
8 Complaint against Defendant, Plaintiff asserts a claim on behalf of himself and other
9 allegedly “aggrieved employees” under the Private Attorneys’ General Act (“PAGA”)
10 based on various alleged violations of the California Labor Code, including alleged failure
11 to pay all wages, including overtime, failure to provide compliant meal and rest periods,
12 failure to timely pay wages due during employment and upon termination, failure to
13 provide compliant wage statements, failure to keep required payroll records, and failure to
14 reimburse business expenses.

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16 2. Defendant has provided Plaintiff with information regarding two
17 previously filed cases which include claims that overlap with the claims as alleged in this
18 Action. Defendant has also provided Plaintiff with the Arbitration Agreement signed by
19 Plaintiff which Defendant contends includes a class and representative action waiver.

20
21 3. In light of the foregoing, Plaintiff and Defendant have reached a
22 settlement with regard to Plaintiff’s individual claims, including his claim under PAGA,
23 pursuant to which Plaintiff and the Labor and Workforce Development Agency will
24 receive consideration. This settlement was the result of an arms-length negotiation by the
25 parties. The settlement is fair, reasonable, and adequate and is not the result of
26 overreaching or collusion. The Settlement Agreement contains a confidentiality provision
27 but will be made available to the Court for an *in camera* review if the Court would like to
28 review it.

1 4. In light of this settlement, the parties request that the settlement be
2 approved pursuant to California Labor Code Section 2699(1)(2) and that Plaintiff's
3 individual claim under PAGA be dismissed with prejudice. No consideration, direct or
4 indirect, is being given to Plaintiff to resolve the claims of any individual other than
5 Plaintiff and the settlement reached between Plaintiff and Defendant does not release the
6 claims of any individual other than Plaintiff.

7
8 5. Plaintiff requests that the PAGA claim as to any allegedly aggrieved
9 employees other than Plaintiff be dismissed without prejudice. The Parties agree to bear
10 their own costs and attorneys' fees with respect to the dismissal of the PAGA claim as to
11 any allegedly aggrieved employees other than Plaintiff.

12
13
14 DATED: June 28, 2022

LAWYERS FOR JUSTICE, PC

15
16 By: 

JACOB KARCZEWSKI

17 Attorneys for Plaintiff
18 BENITO GARCIA

19 DATED: June 29, 2022

KADING BRIGGS LLP

20
21 By: 

22 THERESA A. KADING

23 Attorneys for Defendant
24 FAR WEST RESTAURANT GROUP, LLC
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IT IS SO ORDERED.



JUDGE

JUDGE OF THE LOS ANGELES COUNTY
SUPERIOR COURT
John J. Kralik / Judge

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss:
COUNTY OF ORANGE)

I am employed in the County of Orange, State of California. I am over the age of 18, and not a party to the within action. My business address is Kading Briggs LLP, 100 Spectrum Center Drive, Suite 800, Irvine, CA 92618.

On **June 29, 2022**, I served the foregoing document(s) described as: **STIPULATION OF THE PARTIES RE: DISMISSAL OF THE ACTION AND [PROPOSED] ORDER THEREON** on the interested parties in this action by the method indicated below and to the following addresses:

Jacob Karczewski
Edwin Aiwarzian
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203

Attorneys for Plaintiff BENITO GARCIA

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☒ **BY ELECTRONIC SERVICE THRU ONE LEGAL ONLINE COURT SERVICES:**
Pursuant to C.R.C. 2.251, I caused a copy of the foregoing document to be uploaded to One Legal Online Court Services for electronic service on the above-referenced individuals.

☐ **BY ELECTRONIC MAIL WHERE INDICATED:** Pursuant to C.R.C. 2060, I served the foregoing document described by emailing to it each of the aforementioned electronic mail addresses and the transmission was reported as complete and without error.

☐ **BY MAIL:** I caused such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Irvine, California. I am readily familiar with the practice of Kading Briggs LLP for collection and processing correspondence for mailing. Under that practice, it would be deposited with the United States Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY OVERNIGHT DELIVERY:** I am readily familiar with the practice of Kading Briggs LLP for the collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by the overnight delivery carrier.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **June 29, 2022**, at Irvine, California.


Valerie Beechler