

GUERRA & CASILLAS LLP
 Ruben Guerra, Esq. (SBN 291446)
 ruben@guerracasillas.com
 Tizoc Perez-Casillas, Esq. (SBN 309981)
 tizoc@guerracasillas.com
 Guile Gomez, Esq. (SBN 340245)
 guile@guerracasillas.com
 617 South Olive Street, Suite 422
 Los Angeles, California 90014
 Telephone: (213) 437-9495
 Facsimile: (213) 342-5503

Attorneys for Plaintiff,
 DOLORES DECORSE

Andrea Rosenkranz, Esq. (SBN 301559)
O'HAGAN MEYER
 3200 Park Center Drive, Suite 700
 Costa Mesa, CA 92626
 arosenkranz@ohaganmeyer.com
 Telephone: (949) 942-8500
 Facsimile: (949) 942-8510

Attorneys for Defendants,
 CALIFORNIA SUNRISE, INCORPORATED (erroneously sued as
 "CALIFORNIA SUNRISE, INC."), YUNUEN ROLDAN, JOSE SANTIAGO,
 JOSE VASQUEZ, and JUDITH BANUELOS

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

DOLORES DECORSE, an individual;

 Plaintiff,
 v.

CALIFORNIA SUNRISE, INC., a California
 corporation; JACK IN THE BOX, INC., a
 Delaware corporation; YUNUEN ROLDAN, an
 individual; JOSE SANTIAGO, an individual;
 JOEL VASQUEZ, an individual; JUDITH
 BANUELOS, an individual; and DOES 1
 through 20, inclusive,

 Defendants.

Case No.: 22STCV24103

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

*[Assigned for all purposes to the Honorable Judge
 Stephanie Bowick, Dept. 19]*

Action filed: July 26, 2022
 Trial Date: Not yet set

FILED
 Superior Court of California
 County of Los Angeles

06/23/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Duarte Deputy

1 Plaintiff DOLORES DECORSE (“Plaintiff”), on behalf of herself, and the State of California
2 Labor & Workforce Development Agency (“LWDA”), and Defendants CALIFORNIA SUNRISE,
3 INCORPORATED (erroneously sued as “CALIFORNIA SUNRISE, INC.”), YUNUEN ROLDAN, JOSE
4 SANTIAGO, JOSE VASQUEZ, and JUDITH BANUELOS (collectively, “Defendants”) (collectively
5 referred to herein as the “Parties”), by and through their respective attorneys, hereby state and agree as
6 follows:

7 WHEREAS, Plaintiff provided the Labor Workforce and Development Agency (“LWDA”) with
8 notice of her intent to assert a claim for civil penalties pursuant to the Private Attorneys’ General Act
9 (“PAGA”) and the basis for that claim in accordance with Labor Code Section 2699.3 on October 19,
10 2021;

11 WHEREAS, Plaintiff filed her Complaint on July 26, 2022, after not receiving a response from
12 the LWDA (the “Action”). In the Action, Plaintiff alleged the following causes of action against
13 Defendants: (1) Discrimination in Violation of Gov’t Code §§ 12940 et seq.; (2) Harassment in Violation
14 of Gov’t Code §§ 12940 et seq.; (3) Retaliation in Violation of Gov’t Code §§ 12940 et seq.; (4) Failure
15 to Prevent Discrimination, Harassment, and Retaliation in Violation of Gov’t Code §§ 12940 et seq.; (5)
16 Retaliation in Violation of Gov’t Code §§ 12945.2 et seq.; (6) Failure to Provide Reasonable
17 Accommodations in Violation of Gov’t Code §§ 12940 et seq.; (7) Failure to Engage in a Good Faith
18 Interactive Process In Violation of Gov’t Code §§ 12940 et seq.; (8) Violation of the Pregnancy Disability
19 Leave Law (Gov’t Code §§ 12945(a)); (9) Negligent Supervision and Retention; (10) Retaliation (Lab.
20 Code §§ 98.6); (11) Retaliation (Lab. Code §§ 1102.5, 1102.6); (12) Wrongful Termination in Violation
21 of Public Policy; (13) Declaratory Judgment; (14) Failure to Pay All Wages Due (Cal. Labor Code §201,
22 1194); (15) Failure to Pay Minimum Wages; (16) Failure to Pay Overtime Compensation; (17) Failure
23 to Provide Mal and Rest Periods; (18) Failure to Indemnify for Necessary Business Expenses; (19)
24 Failure to Furnish Accurate Wages Statements; (20) Waiting Time Penalties; (21) Private Attorney
25 General Act (Labor Code §2699, Et Seq.) (“PAGA Claim”); (22) Failure to Permit Inspection of
26 Personnel and Payroll Records; and (23) Unfair Competition (Bus. & Prof. Code §17200 et seq).

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

28 WHEREAS, in order to avoid the expense, uncertainty, and inconvenience of further proceedings,

1 the Parties reached a settlement of Plaintiff's individual claims against Defendants. The Parties'
2 negotiations were focused completely and exclusively on Plaintiff's individual claims, and not on the
3 representative nature of Plaintiff's PAGA Claim;

4 WHEREAS, the Parties entered into a confidential settlement and general release on April 25,
5 2023¹;

6 WHEREAS, Plaintiff wishes to settle for herself on the terms reached with Defendants with
7 regard to the Action. The amount of the confidential settlement agreement was reached based on
8 Plaintiff's individual claims for discrimination, harassment, and retaliation in violation of the Fair
9 Employment and Housing Act ("FEHA"), negligent supervision and retention, wrongful termination, and
10 various Labor Code violations including retaliation, unpaid wages, non-compliant meal periods and rest
11 breaks, non-compliant wage statements, late final wages, and unreimbursed business expenses, among
12 other claims;

13 WHEREAS, the settlement between the Parties does not require court approval under Labor Code
14 Section 2699(1)(2) because the Parties do not seek to either resolve or release any claims on a
15 representative basis;

16 WHEREAS, Plaintiff is limited to facts within her own knowledge, and Plaintiff did not receive
17 any PAGA discovery from Defendants and is unable be able to identify any other alleged aggrieved
18 employees;

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

21 WHEREAS, the rights of other aggrieved employees will not be prejudiced, as the Parties seek
22 dismissal without prejudice as to the other allegedly aggrieved employees. No consideration has been or
23 will be provided for the dismissal without prejudice of the PAGA Claim with respect to these other
24 allegedly aggrieved employees, and the Parties did not seek or enter into a release of PAGA claims on
25 behalf of any allegedly aggrieved employees. Thus, dismissal of the representative nature of the PAGA
26 Claim does not affect the rights or abilities of any other allegedly aggrieved employees to bring
27

28

¹ A copy of the Parties' confidential settlement agreement can be lodged or made available for *in camera* review at the Court's request.

1 subsequent individual actions, class actions, or representative PAGA actions because this action is to be
2 dismissed without prejudice as to any other allegedly aggrieved employees;

3 WHEREAS, this stipulation to dismiss the PAGA claims without prejudice shall be served to the
4 LWDA after Court approval;

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

12 WHEREAS, Plaintiff wishes to dismiss the representative nature of the PAGA Claim without
13 prejudice and the individual nature of her PAGA Claim with prejudice.

14 **NOW, THEREFORE**, the Parties stipulate and jointly request that:

15 1. The Court dismiss the representative nature of Plaintiff's PAGA Claim without prejudice
16 and the individual nature of Plaintiff's PAGA Claim with prejudice.

17 **IT IS SO STIPULATED.**

18
19 DATED: May 3, 2023

GUERRA & CASILLAS LLP

20
21 By: 

22 Ruben Guerra, Esq.
23 Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiff

24 DATED: May 3, 2023

O'HAGAN MEYER

25
26 By: /s/ Andrea Rosenkranz

27 Andrea Rosenkranz, Esq.
Attorneys for Defendants

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 twenty-first cause of action under the California Labor Code, Private Attorney
6 General Act, Labor Code §§ 2699, et seq., is dismissed without prejudice as to the alleged aggrieved
7 employees and with prejudice as to Plaintiff only; and

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

10 3. Per the Joint Case Management Conference Statement filed on 6/21/2023, the Court advances
and vacates the Case Management Conference set for 7/10/2023, and sets a hearing on Order to Show
Cause Re: Dismissal for 9/14/2023, at 8:30 a.m. Counsel for Plaintiff to give notice.

11 **IT IS SO ORDERED.**

12
13 DATED: 06/23/2023



HON. JUDGE STEPHANIE BOWICK
JUDGE OF SUPERIOR COURT

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21

2

4

5

5

6

0

7

/

8

9
10

12

13

16

17

18

19

20

21