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Attorneys for Plaintiff Margarita Garcia, on behalf of herself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

MARGARITA GARCIA, on behalf of herself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

GREENS OPERATIONS, INC., a California
corporation, GMPM HOSPITALITY, LLC, a
California limited liability company, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO: CVBL2200087

*Assigned to the Hon. Russell L. Moore, Dept.
260*

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF REQUEST FOR
DISMISSAL OF REPRESENTATIVE
ACTION AS TO DEFENDANT GMPM
HOSPITALITY, LLC ONLY**

[Filed Concurrently: Request for Dismissal]

Complaint Filed: June 14, 2022

1 I, Daniel F. Gaines, declare as follows:

2 1. I am an attorney duly admitted to practice law in the State of California and I am the
3 managing shareholder of Gaines & Gaines, APLC, counsel of record for Plaintiff Margarita Garcia
4 (“Plaintiff”) in this matter. The matters set forth herein are of my own personal knowledge, and if
5 sworn as a witness, I could and would testify competently thereto.

6 2. On June 14, 2022, Plaintiff filed the instant Action seeking civil penalties on a PAGA
7 representative basis, on behalf of herself and all “aggrieved employees,” for Defendants GREENS
8 OPERATIONS, INC. and GMPM HOSPITALITY, LLC’s (“Defendants”) violations of the
9 California Labor Code and the Private Attorneys’ General Act of 2004 (“PAGA”), codified as § 2698,
10 *et seq.*, by allegedly failing to pay all minimum and overtime wages due, provide meal and rest
11 periods, or compensation in lieu thereof, issue complete and accurate wage statements, retain and
12 produce records, and pay all wages due at separation of employment. The alleged violations occurred
13 when Plaintiff worked for Defendants in Riverside County, California.

14 3. Following extensive conversations with Counsel for Defendant GMPM
15 HOSPITALITY, LLC (“GMPM”), I have determined that GMPM does not have the financial ability
16 to defend and pay for a PAGA-wide settlement. Furthermore, liability is disputed. This determination
17 is based on information provided by GMPM in this matter.

18 4. Defendant GMPM has agreed to pay Plaintiff in exchange for a for a full general
19 release of all claims, including attorney’s fees and costs, as set forth in a confidential Settlement
20 Agreement and Release.¹

21 5. The settlement does not contemplate the waiver of any claims by anyone other than
22 Plaintiff and does not provide for the waiver of PAGA claims asserted on behalf of any employee or
23 the State, such that there is no allocation of civil penalties in the Settlement.

24 6. No notice is required to be given to the aggrieved employees because no notice of the
25 pending Action was ever given; there has been no publicity of which the Parties are aware; neither
26 Plaintiff nor my office have communicated with any absent aggrieved employees about the Action;

27
28 ¹ Plaintiff’s Counsel is prepared to communicate with the Court *in camera* regarding all facts relating
to the confidential settlement, should the Court request further information.

1 and there is no other pending action, of which the Parties are aware, brought by any aggrieved
2 employee; consequently, no absent aggrieved employee will suffer prejudice as a result of this
3 dismissal.

4 7. Plaintiff, therefore, requests that the Court enter a dismissal of this action as to
5 Defendant GMPPM **only with prejudice** as to Plaintiff's individual claims and ***without prejudice*** as to
6 the representative action claims against it, pursuant to the request submitted concurrently herewith.

7 8. Plaintiff does – and will – continue to assert her claims against Defendant GREENS
8 OPERATIONS, INC. This Defendant will not be dismissed from the Action.

9 9. Concurrent with the filing of this Request for Dismissal, Plaintiff has submitted
10 the Settlement Agreement to the LWDA in compliance with Labor Code section 2699(1)(2).

11 I declare under penalty of perjury under the laws of the State of California that the foregoing
12 is true and correct and was executed on December 19, 2022, at Westlake Village, California.

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14 *Daniel F. Gaines*
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16 DANIEL F. GAINES
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