

06/20/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Lopez Deputy

**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,  
JAIME GUZMAN PORTILLO

Philip J. Azzara (SBN 239126)  
pazzara@fisherphillips.com  
Kari E. Gibson (SBN 293418)  
kgibson@fisherphillips.com

**FISHER & PHILLIPS LLP**  
2050 Main Street, Suite 1000  
Irvine, CA 92614  
Telephone: (949) 851-2424  
Facsimile: (949) 851-0152

Attorneys for Defendants,  
GREAT CENTRAL TRANSPORT, INC.

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

JAIME GUZMAN PORTILLO, an individual;

Plaintiff,

v.

GREAT CENTRAL TRANSPORT, INC.; a  
California corporation; JESSICA DOE, an  
individual; ARLENE DOE, an individual; and  
DOES 1 through 20, inclusive,

Defendants.

Case No.: 22STCV23273

*[Assigned for all purposes to the Honorable Judge  
Bruce G. Iwasaki, Dept. 58]*

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

Action filed: June 19, 2022

Trial Date: Not yet set

1 Plaintiff Jaime Guzman Portillo (“Plaintiff”), on behalf of himself, and the State of California  
2 Labor & Workforce Development Agency (“LWDA”), through his attorneys of record, GUERRA &  
3 CASILLAS LLP, and Defendant Great Central Transport, Inc., (“GCT” or “Defendant”) (Plaintiff and  
4 Defendant collectively referred to as the “Parties”), hereby stipulate and agree, as follows:

5 WHEREAS, Plaintiff provided the LWDA with notice of their intent to assert a PAGA claim and  
6 the basis for that claim in accordance with Labor Code section 2699.3 on June 29, 2022. Plaintiff filed  
7 his Complaint on July 19, 2021, after not receiving a response from the LWDA.

8 WHEREAS, Plaintiff brought this Action against Defendants alleging the following causes of  
9 action: (1) Discrimination in Violation of Gov’t Code §§ 12940 et seq.; (2) Retaliation in Violation of  
10 Gov’t Code §§ 12940 et seq.; (3) Failure to Prevent Discrimination and Retaliation in Violation of Gov’t  
11 Code §§ 12940 et seq.; (4) Failure to Provide Reasonable Accommodations in Violation of Gov’t Code  
12 §§ 12940 et seq.; (5) Failure to Engage in a Good Faith Interactive Process In Violation of Gov’t Code  
13 §§ 12940 et seq.; (6) Retaliation (Lab. Code §§ 98.6); (7) Retaliation (Lab. Code §§ 1102.5, 1102.6,  
14 6310); (8) Wrongful Termination in Violation of Public Policy; (9) Declaratory Judgment; (10) Failure  
15 to Pay All Wages Due (Cal. Labor Code §201, 1194); (11) Failure to Provide Mal and Rest Periods; (12)  
16 Failure to Furnish Accurate Wages Statements; (13) Waiting Time Penalties; (14) Failure to Indemnify  
17 for Necessary Business Expenditures; (15) Failure to Permit Inspection of Personnel and Payroll Records;  
18 (16) Unfair Competition (Bus. & Prof. Code §17200 et seq).

19 WHEREAS, on September 6, 2022, Plaintiff filed a first amended complaint in the Action, adding  
20 as the fourteenth cause of action against Defendant for violation of Private Attorney General Act (Labor  
21 Code §2699, Et Seq.);

22 WHEREAS, in order to avoid the expense, uncertainty, and inconvenience of further proceedings,  
23 the Parties reached a settlement of Plaintiff’s claims against Defendants, which underlying negotiations  
24 were focused completely on Plaintiff’s individual claims, and not the PAGA claim, and entered into a  
25 confidential settlement and general release on May 1, 2023;

26 WHEREAS, Plaintiff wishes to settle for himself on the terms reached with Defendants with  
27 regard to the Action. The amount of the confidential settlement agreement was negotiated for the  
28

1 individual claims based on discrimination and retaliation under the FEHA, the wrongful termination,  
2 and retaliation under the Labor Code §§ 98.6, and 1102.5;

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

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

6 WHEREAS, the settlement between the Parties is not a "PAGA settlement" requiring court  
7 approval under Labor Code section 2699(1)(2) because the Parties did not seek to release any claims on  
8 a representative basis;

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

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

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

15 WHEREAS, a claim under the California Labor Code Private Attorney General Act of 2004  
16 ("PAGA"), California Labor Code §§2699 et seq. was part of the Complaint;

17 WHEREAS, the rights of other aggrieved employees will not be prejudiced, as the Parties seek  
18 dismissal without prejudice as to the other allegedly aggrieved employees. No consideration has been or  
19 will be provided for the dismissal without prejudice of Plaintiff's PAGA claim with respect to these other  
20 allegedly aggrieved employees, and the Parties did not seek or enter into a release of PAGA claims on  
21 behalf of any allegedly aggrieved employees. Thus, Dismissal of this representative action does not  
22 affect the rights or abilities of any other allegedly aggrieved employees to bring subsequent individual  
23 actions, class actions, or representative PAGA actions because this action is to be dismissed without  
24 prejudice as to any other allegedly aggrieved employees;

25 WHEREAS, this stipulation to dismiss the PAGA claims without prejudice shall be served to the  
26 California Labor Workforce ("LWDA") after Court approval;

27 WHEREAS, any other allegedly aggrieved employees will not be prejudiced without notice of  
28 the settlement or the requested dismissal. Discovery as to the identities of other aggrieved employees

1 was not completed based on the Parties desire to resolve the case after protracted discussion,  
2 investigation, and negotiation, nor has notice of this action been provided to other aggrieved employees.  
3 Thus, the Parties are not aware of any other allegedly aggrieved employees who have any expectations  
4 of recovery of any kind in this case, and to the extent any of them wish, in the future, to pursue their own  
5 claims, they have the right to do that; and

6 WHEREAS, Plaintiff wishes to dismiss his PAGA cause of action without prejudice;  
7

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

9 1. The Court dismiss Plaintiff's fourteenth cause of action under the Private Attorney  
10 General Act of 2004 ("PAGA"), Labor Code §§2699 et seq., without prejudice.

11 **IT IS SO STIPULATED** between the parties.  
12  
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14 DATED: May 1, 2023

**GUERRA & CASILLAS LLP**

15  
16 By: 

Ruben Guerra, Esq.  
Tizoc Perez-Casillas, Esq.  
Attorneys for Plaintiff,  
JAIME GUZMAN PORTILLO

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19  
20 DATED: May 1, 2023

**FISHER & PHILLIPS LLP**

21  
22 By: /s/ Philip Azzara

Philip J. Azzara, Esq.  
Kari E Gibson, Esq.  
GREAT CENTRAL TRANSPORT, INC.

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 fourteenth 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: 06/20/2023



A handwritten signature in black ink, appearing to read "Bruce G. Iwasaki".

13 Bruce G. Iwasaki / Judge  
14 HON. JUDGE BRUCE G. IWASAKI  
15 JUDGE OF SUPERIOR COURT  
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**PROOF OF SERVICE**

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

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

On May 10, 2023, I served the foregoing document(s) described as **JOINT STIPULATION TO DISMISS PAGA CLAIM AND [PROPOSED] ORDER THEREON** on the interested parties described in the attached service list in this action as follows:

*Attorneys for Defendant Great Central  
Transport, Inc.*

Philip J. Azzara, Esq.  
Kari E. Gibson, Esq.  
**FISHER & PHILLIPS LLP**  
2050 Main Street, Suite 1000  
Irvine, CA 92614  
pazzara@fisherphillips.com  
kgibson@fisherphillips.com  
gandrade@fisherphillips.com  
bhuschke@fisherphillips.com

☒ (VIA ELECTRONIC TRANSMISSION) I caused a copy of the document(s) listed above to be sent **electronically transmitted** to the persons at the e-mail addresses listed above on this day. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Executed on May 10, 2023, at Los Angeles, California.

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

Nadia Chavez

