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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

CLAIRE M. KRUPSAW, individually and as
representative of the State of California on
behalf of herself and all aggrieved employees,

Plaintiff,

v.

GRANDPA ALLEN'S FAMILY
RESTAURANT, INC. d/b/a Mama Kat's
Restaurant, a California corporation, and DOES
1 - 20, inclusive,

Defendants.

Case No. 25CU038615C

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF JOINT
MOTION FOR AN ORDER APPROVING
THE SETTLEMENT OF PLAINTIFF'S
INDIVIDUAL PAGA CLAIMS,
DISMISSING PLAINTIFF'S
INDIVIDUAL PAGA CLAIMS WITH
PREJUDICE, AND DISMISSING
PLAINTIFF'S NON-INDIVIDUAL PAGA
CLAIMS WITHOUT PREJUDICE**

Reservation Number: 100410

Hearing Date: May 22, 2026

Hearing Time: 8:30 a.m.

Hearing Location: Department C-74

Complaint Filed: July 22, 2025

The Plaintiff, Claire M. Krupsaw, and the Defendant, Grandpa Allen's Family Restaurant, Inc. d/b/a Mama Kat's Restaurant, by and through their respective undersigned counsel, respectfully submits this Memorandum of Points and Authorities in support of their Joint Motion for an Order approving the settlement of Plaintiff's individual PAGA claims, dismissing Plaintiff's individual PAGA claims with prejudice, and dismissing Plaintiff's non-individual PAGA claims without prejudice (hereinafter referred to as "the parties' Joint Motion").

1 **I. SUMMARY OF CLAIMS**

2 On July 22, 2025, Plaintiff filed her Complaint against Defendant which alleges the
3 following causes of action arising from Defendant's alleged violations of the California Labor Code
4 ("Labor Code") and Industrial Welfare Commission ("IWC") Wage Order No. 5-2001: (1) failures
5 to authorize and permit rest periods under IWC Wage Order No. 5-2001, § 12(A), and to pay rest
6 period premiums in violation of Labor Code § 226.7(c) and IWC Wage Order No. 5-2001, § 12(B)
7 (First Cause of Action); (2) failures to provide meal periods under Labor Code § 512(a) and IWC
8 Wage Order No. 5-2001, § 11(A), and to pay meal period premiums in violation of Labor Code §
9 226.7(c) and IWC Wage Order No. 5-2001, § 11(B) (Second Cause of Action); (3) failures to pay
10 wages due and owing in violation of Labor Code §§ 204(a), 218.6, 510(a), 1194(a) and 1197 and
11 IWC Wage Order No. 5-2001, §§ 3(A) and 4(B) (Third Cause of Action); (4) failures to furnish
12 accurate itemized wage statements in violation of Labor Code § 226(a) (Fourth Cause of Action);
13 (5) failures to timely pay all wages due upon termination of employment in violation of Labor Code
14 §§ 201-203 (Fifth Cause of Action); and (6) Private Attorneys' General Act of 2004 ("PAGA")
15 penalties under Labor Code § 2698 et seq. arising from Defendant's alleged violations of the
16 foregoing provisions of the Labor Code and IWC Wage Order No. 5-2001 (Sixth Cause of Action).
17 (Declaration of Daniel V. Santiago in support of the parties' Joint Motion ["Santiago Declaration"],
18 ¶ 3.)

19 Defendant is a small, family-owned and operated restaurant with a well-established
20 reputation for serving the community in San Marcos, California. (Declaration of Gary M. Gitlin,
21 Esq., in support of the parties' Joint Motion ["Gitlin Declaration"], ¶ 3.) Defendant denies the
22 material allegations in Plaintiff's Complaint. (Santiago Declaration, ¶4.) Defendant further denies
23 any violation of the Labor Code or IWC Wage Order No. 5-2001 or any other wrongdoing.
24 (Santiago Declaration, ¶ 4.)

25 The parties have filed a Joint Motion for an Order approving the settlement of Plaintiff's
26 individual PAGA claims, dismissing Plaintiff's individual PAGA claims with prejudice, and
27 dismissing Plaintiff's non-individual PAGA claims without prejudice. For the reasons set forth
28 below, the Court should grant the relief requested herein.

1 **II. THE PARTIES' SETTLEMENT AGREEMENT**

2 The parties have agreed to resolve all of the Plaintiff's individual claims against the
3 Defendant in the Action. (Santiago Declaration, ¶ 5.) To that end, the parties have executed a
4 Confidential Settlement Agreement and Mutual Release of All Claims ("Settlement Agreement")
5 reflecting the settlements of Plaintiff's individual PAGA claims against the Defendant for \$2,000
6 and Plaintiff's individual non-PAGA claims against the Defendant for \$30,000, for a Gross
7 Settlement Amount of \$32,000. *Id.*

8 The Settlement Agreement requires the following distribution of Gross Settlement Amount
9 of \$32,000: (a) \$2,000 to be paid by Defendant in connection with the settlement of the Plaintiff's
10 individual PAGA claims against the Defendant (more specifically, that sum consists of \$1,300 to be
11 paid to the Labor and Workforce Development Agency ["LWDA"] and \$700 to be paid to the
12 Plaintiff in connection with the settlement of Plaintiff's individual PAGA claims against the
13 Defendant); and (b) \$30,000 paid by Defendant in connection with the settlement of the Plaintiff's
14 individual non-PAGA claims against the Defendant (more specifically, that sum consists of: \$500,
15 less withholdings and deductions, paid to the Plaintiff in settlement of her individual wage-related
16 claims against the Defendant; \$17,122, without any withholding or deductions, paid to the Plaintiff
17 in settlement of her individual non-wage-related claims against the Defendant; and \$12,378 to be
18 paid to Plaintiff's counsel as attorney's fees in connection with the prosecution of Plaintiff's
19 individual non-PAGA claims against the Defendant). (Santiago Declaration, ¶ 6.)

20 In connection with the parties' global settlement of all individual claims reflected in their
21 Settlement Agreement, and contemporaneously with the filing of the parties' Joint Motion,
22 Plaintiff's counsel has filed Plaintiff's Request for Dismissal with prejudice of Plaintiff's individual
23 non-PAGA claims (via filing of the CIV-100 Request for Dismissal form). (Santiago Declaration, ¶
24 7.)

25 The parties' settlement of Plaintiff's individual PAGA claims is subject to and expressly
26 conditioned upon the Court's entry of an Order granting the relief requested in the parties' Joint
27 Motion (i.e., an Order approving the settlement of Plaintiff's individual PAGA claims against the
28 Defendant, dismissing Plaintiff's individual PAGA claims against the Defendant with prejudice,

1 and dismissing Plaintiff's non-individual PAGA claims against the Defendant without prejudice).
2 (Santiago Declaration, ¶ 8.)

3 **III. THE PROPOSED SETTLEMENT OF PLAINTIFF'S INDIVIDUAL PAGA CLAIMS**
4 **IS FAIR AND REASONABLE.**

5 The proposed settlement of Plaintiff's individual PAGA claims against the Defendant is fair
6 and reasonable in light of the following factors, among others: (a) Plaintiff's counsel has conducted
7 sufficient investigation of the facts underlying Plaintiff's claims that support his conclusion that the
8 proposed settlement of Plaintiff's individual PAGA claims is fair and reasonable (such investigation
9 has included, *inter alia*, engaging in numerous, detailed conversations with Plaintiff regarding the
10 underlying facts and the status of the parties' settlement discussions); (b) any settlement, including
11 the proposed settlement in the Action, should take into consideration the time, inconvenience and
12 uncertainty of trial that are avoided by the settlement; (c) under Labor Code §2699(m), allegedly
13 aggrieved employees like Plaintiff are entitled to receive only 35% of any PAGA settlement with
14 the remaining 65% to be paid to the LWDA; (d) as explained in greater detail below and in ¶¶ 10 -
15 15 of the Santiago Decl., the proposed settlement of Plaintiff's individual PAGA claims for \$2,000
16 exceeds Plaintiff's counsel's evaluation of a fair and reasonable settlement of those PAGA claims;
17 and (e) as explained in greater detail in ¶¶ 22 - 27 of the Santiago Decl., Plaintiff's counsel's
18 background and experience support the conclusion that the proposed settlement of Plaintiff's PAGA
19 claims is fair and reasonable. (Santiago Declaration, ¶ 9.)¹

20 Plaintiff's counsel estimates that the total amount of penalties recoverable for Plaintiff's
21 individual PAGA claims is \$9,600. (Santiago Declaration, ¶¶ 10 - 11.) Additionally, Plaintiff's
22 counsel submits that, *for settlement purposes*, it is reasonable to discount Plaintiff's estimate of the
23 civil penalties potentially recoverable for Plaintiff's individual PAGA claims (\$9,600) on at least
24 three bases. (Santiago Declaration, ¶¶ 12 - 15.)

25 First, it is reasonable to discount Plaintiff's estimate of the civil penalties potentially
26 recoverable for her individual PAGA claims (\$9,600) by 70% to reflect Defendant's defense under

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28 ¹ For settlement purposes only, Defendant does not oppose Plaintiff's counsel's damages model or evaluation
of a fair and reasonable settlement of Plaintiff's individual PAGA claims. (Gitlin Declaration, ¶¶ 4-6.)

1 Labor Code § 2699(h)(1) that it took all reasonable steps to fix the alleged Labor Code violations at
2 issue within 60 days of receiving Plaintiff's New PAGA Claim Notice. (Santiago Declaration, ¶
3 13.) Labor Code § 2699(h)(1) authorizes a 30% cap on civil penalties sought under Labor Code §
4 2699, subdivisions (a) or (f), where the employer takes all reasonable steps to prospectively be in
5 compliance with all provisions identified in the notice of violation required by Labor Code § 2699.3
6 within 60 days of receiving such notice. *Id.* That defense is supported by Defendant's counsel's
7 representations during the parties' settlement discussions as well as the Declaration of Gary M.
8 Gitlin, Esq., in support of the parties' Joint Motion. *Id.* If Plaintiff's estimate of the civil penalties
9 potentially recoverable for Plaintiff's individual PAGA claims (\$9,600) were discounted by 70%,
10 the resulting figure would be \$2,880. *Id.*

11 Second, it is reasonable to discount the latter figure (\$2,880) by 25% to reflect the
12 uncertainty of obtaining a verdict at trial in Plaintiff's favor on the merits of her claims. (Santiago
13 Declaration, ¶ 14.) The resulting figure would be \$2,160. *Id.*

14 Third, it is reasonable to discount the latter figure (\$2,160) by 25% to reflect the benefits of
15 avoiding the delay and expense of continued litigation. (Santiago Declaration, ¶ 15.) The resulting
16 figure would be \$1,620 (which Plaintiff's counsel contends would be a fair and reasonable
17 settlement of Plaintiff's PAGA claims). *Id.* Of note, the proposed settlement of Plaintiff's
18 individual PAGA claims for \$2,000 exceeds that figure. *Id.*

19 Moreover, the proposed settlement of Plaintiff's individual PAGA claims for \$2,000 is
20 approximately 21% of Defendant's maximum potential liability for those claims (\$2,000 of \$9,600
21 is approximately 20.8%). (Santiago Declaration, ¶ 16.) This reflects a higher percentage of
22 Defendant's maximum potential liability for those claims than the percentages of class action and/or
23 PAGA settlements relative to employers' maximum potential liabilities regularly approved by other
24 courts. *See, e.g., Bravo v. Gale Triangle, Inc.*, 2017 WL 708766, *10 (C.D. Cal. Feb. 16, 2017)
25 (approving a settlement where net recovery to class members was approximately 7.5% of the
26 projected maximum recovery amount); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 256
27 (N.D. Cal. 2015) (approving a settlement where the gross recovery to the class was approximately
28 8.5% of the maximum recovery amount); and *Naro v. Walgreen Co.*, 2025 WL 440057 at *3 (N.D.

1 Cal. January 16, 2025) (Court expressed preliminary approval of \$100,000 proposed to be allocated
2 to PAGA penalties which represented approximately 3.3% of the maximum PAGA liability, noting
3 that “courts in this circuit have regularly approved settlement amounts constituting single digit
4 percentages of the PAGA penalty.”).

5 **IV. ADDITIONAL FACTORS SUPPORT THE COURT’S GRANTING OF THE**
6 **RELIEF REQUESTED IN THE PARTIES’ JOINT MOTION.**

7 Plaintiff’s counsel respectfully submits that several additional factors support the Court’s
8 granting of the relief requested in their Joint Motion. (Santiago Declaration, ¶ 17.)

9 The parties are prepared to consummate the proposed settlement of Plaintiff’s individual
10 PAGA claims immediately after the Court grants the relief requested in the parties’ Joint Motion,
11 and there is no just reason to delay the consummation of the proposed settlement of those claims.
12 (Santiago Declaration, ¶ 18.)

13 In addition, notice of the parties’ Joint Motion and the relief requested therein is not required
14 to be provided to any of the other allegedly aggrieved employees of Defendant. *Turrieta v. Lyft,*
15 *Inc.* (2021) 69 Cal.App.5th 955, 974 (“PAGA has no notice requirements for unnamed aggrieved
16 employees, nor may such employees opt out of a PAGA action.”); *Baumann v. Chase Inv. Servs.*
17 *Corp.*, 747 F.3d 1117, 1122 (9th Cir. 2014) (same). (Santiago Declaration, ¶ 19.)

18 Further, none of the other allegedly aggrieved employees of Defendant are entitled to
19 intervene in this PAGA action or to object to any of the relief requested in the parties’ Joint Motion.
20 *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664, 716 (aggrieved employee's status as the State of
21 California’s proxy in a PAGA action does not give that employee the right to seek intervention in
22 the PAGA action of another employee or to require a court to receive and consider objections to a
23 proposed settlement of that action). (Santiago Declaration, ¶ 20.)

24 Finally, the relief requested in the parties’ Joint Motion will not prejudice any of the other
25 allegedly aggrieved employees of Defendant given that: (a) under the foregoing authorities, the
26 unnamed aggrieved employees need not be given notice of this PAGA action and have no right to
27 object to the relief requested in the parties’ Joint Motion; and (b) Plaintiff’s counsel is unaware of
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1 any other allegedly aggrieved employees' reliance on the Plaintiff and/or Plaintiff's counsel to
2 prosecute this representative action for his or her benefit. (Santiago Declaration, ¶ 21.)

3 **V. PLAINTIFF REQUESTS THE COURT'S APPROVAL OF THE PROPOSED**
4 **SETTLEMENT OF HER INDIVIDUAL PAGA CLAIMS, AS REQUIRED.**

5 Plaintiff requests the Court's approval of the proposed settlement of her individual PAGA
6 claims in accordance with Labor Code §2699(s)(2) which requires Court approval for every PAGA
7 settlement.² Labor Code §2699(s)(2) further requires that the proposed PAGA settlement be
8 submitted to the LWDA at the same time that it is submitted to the Court. Accordingly, Plaintiff's
9 counsel submitted copies of the parties' Joint Motion and all related papers to the LWDA (via
10 online filing with the LWDA) immediately before filing those papers in the San Diego County
11 Superior Court. (Santiago Declaration, ¶ 28.) A true and correct copy of the email Plaintiff's
12 counsel received from the DIR PAGA Unit on behalf of the LWDA confirming his submission of
13 those papers to the LWDA earlier that day is attached to the Santiago Declaration as Exhibit 1.
14 (Santiago Declaration, ¶ 29.)

15 Plaintiff's counsel does not anticipate receiving any objection or other communication from
16 the LWDA regarding the relief requested herein. (Santiago Declaration, ¶ 30.) Plaintiff's counsel
17 will advise the Court whether he has received any such objection or other communication from the
18 LWDA during the hearing on this Unopposed Motion. (Santiago Declaration, ¶ 31.)

19 **VI. STATUS OF THE LITIGATION**

20 The Initial Case Management Conference is currently set for March 27, 2026, at 9:30 a.m. in
21 Department C-74, and this case is not currently set for trial. (Santiago Declaration, ¶ 32.) If the
22 Court grants the relief requested in the parties' Joint Motion, it would be appropriate for the Court
23 to vacate any and all dates on the Court's calendar given that there would be no pending claim that
24 would require the Court's attention. (Santiago Declaration, ¶ 33.)

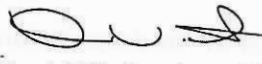
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27 ² Labor Code §2699(s)(2) provides that "[t]he superior court shall review and approve any settlement of any
28 civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same
time that it is submitted to the court."

1 **VII. REQUESTED RELIEF**

2 For the foregoing reasons, Plaintiff respectfully requests that the Court enter an Order, *inter*
3 *alia*: (1) approving the settlement of Plaintiff's individual PAGA claims against the Defendant and
4 dismissing those claims with prejudice; (2) dismissing Plaintiff's non-individual PAGA claims
5 against the Defendant without prejudice; and (3) granting such additional relief as the Court deems
6 just and appropriate.

7 Dated: December 29, 2025

LAW OFFICES OF DANIEL V. SANTIAGO, P.C.

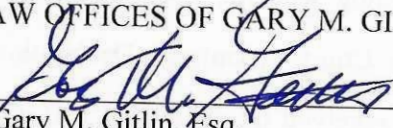
8 By: 

9 Daniel V. Santiago, Esq.

Attorney for Plaintiff, Claire M. Krupsaw

10 Dated: December 29, 2025

11 THE LAW OFFICES OF GARY M. GITLIN, APLC

12 By: 

13 Gary M. Gitlin, Esq.

14 Attorney for Defendant, Grandpa Allen's Family
15 Restaurant, Inc. d/b/a Mama Kat's Restaurant
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