

Rodolfo Ruiz-Velasco, Esq. (SBN 265364)
RUIZ-VELASCO LAW FIRM
600 W. Broadway Suite 700
San Diego, CA 92101
(619) 800-5293
rudy@rrv-law.com

Attorneys for Plaintiff NELIDA VILLALVA GOMEZ

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

NELIDA VILLALVA GOMEZ, an individual,)
Plaintiff,)
v.)
R NAMOU, CORP; RAZAK NAMOU, an)
individual; MAHIR NAMOU, an individual;)
RANI SAFA, an individual; and DOES 1)
through 50, inclusive,)
Defendants.)

CASE NO.: 37-2023-00014287-CU-WT-CTL

**STIPULATION RE: COURT
APPROVAL OF SETTLEMENT OF
PLAINTIFF'S PRIVATE ATTORNEYS
GENERAL ACT ("PAGA") CLAIM;
MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATION
OF RODOLFO RUIZ-VELASCO IN
SUPPORT THEREOF; [PROPOSED]
ORDER**

I/C: Hon. Marcella O. McLaughlin
Dept.: C-72

Date of First Paper: April 5, 2023
Trial Date: November 1, 2024

[IMAGED FILE]

IT IS HEREBY STIPULATED by and between Plaintiff NELIDA VILLALVA
GOMEZ ("Plaintiff") and Defendants R NAMOU, CORP., MAHIR NAMOU, RAZAK
NAMOU, RAMI SAFFA, CMSM, Inc., EL NORTE RMN, INC., MIDWAY M3, INC., RCMC,

1 INC. (collectively, “Defendants”), on the other hand, (Plaintiff and Defendants are referred to
2 collectively as the “Parties”), by their respective attorneys of record, with reference to the
3 following facts:
4

5 1. WHEREAS, Plaintiff was previously employed by Defendants;

6 2. WHEREAS, on January 23, 2023, Plaintiff sent an administrative claim to the
7 California Labor & Workforce Development Agency (“LWDA”) that alleged certain Labor Code
8 violations pursuant to the Private Attorneys General Act of 2004 or “PAGA,” codified at Labor
9 Code sections 2698, et seq.;

10 3. WHEREAS, the Labor and Workforce Development Agency did not notify
11 Plaintiff that the agency intends to pursue said allegations within 65 days of the postmark date on
12 Plaintiff’s written notice per Labor Code section 2669.3(a)(2)(A).

13 4. WHEREAS, on April 5, 2023, Plaintiff commenced a lawsuit in the San Diego
14 County Superior Court, entitled Nelida Villalva Gomez, Plaintiff, vs. R Namou Corp et al.,
15 Defendants, San Diego County Superior Court Case No. 37-2023-00014287-WT-CTL (the
16 “Complaint” or the “Litigation”), in which Plaintiff made, among other things, individual claims
17 for wage and hour violations and wrongful termination and retaliation, and the representative
18 PAGA claim, where Plaintiff alleged that she was owed unpaid overtime compensation (wages),
19 premium pay for meal and rest periods, damages for records violations, business expenditure
20 reimbursements, and related damages arising out of her employment with Defendants;

21 5. WHEREAS, the Complaint generally seeks various damages and penalties in
22 connection with Plaintiff’s claims, including claims under PAGA;

23 6. WHEREAS, Defendants at all times disputed and denied, and continue to dispute
24 and deny that they ever were liable to Plaintiff, or any other person, for any of the claims
25 asserted in the Complaint, including the claims for civil penalties under PAGA;

26 7. WHEREAS, the Parties entered into a confidential settlement agreement pursuant
27 to which Plaintiff agreed to dismiss with prejudice all claims for civil penalties under PAGA in
28 exchange for Defendants’ payment of \$202,500.00, which is calculated as \$120,488.64 in PAGA

civil penalties, \$5,000 towards Plaintiff as an enhancement for her service as a PAGA representative, \$67,500 in attorneys' fees, and \$9,511.36 in litigation costs;

8. WHEREAS, counsel for the Parties agree that the reasonable settlement value of Plaintiff's claims for civil penalties under PAGA, if any, is \$120,488.64, with 75% of that amount (\$90,366.48) made payable to the LWDA, and 25% of that amount (\$30,122.16) made payable to the aggrieved employees. This value is based on the Parties' negotiations, and considerations including: (1) Defendants' dispute that any penalties under PAGA are due; (2) the terms of the confidential settlement agreement of Plaintiff's claims under PAGA; (3) Plaintiff gave the LWDA the opportunity to investigate Plaintiff's claims and the LWDA declined to do so; and (4) an award of PAGA civil penalties is in the discretion of the Court;

9. WHEREAS, the aggrieved employees are defined as all nonexempt employees who worked for Defendant R NAMOU CORP. from January 23, 2022 to the date this case is dismissed, and all nonexempt employees who worked for Defendants CMSM, Inc., EL NORTE RMN, INC., MIDWAY M3, INC., RMCM, INC. from October 1, 2022 to the date this case is dismissed (collectively, the "PAGA Period");

10. WHEREAS, the Parties have agreed on claims administrator Phoenix Class Settlement ("Phoenix") to distribute PAGA civil penalties in this case; and

///

///

///

///

///

///

///

///

///

///

///

11. WHEREAS, in order to satisfy the requirements of Labor Code section 2699(l)(2), which requires Court approval of any settlement for civil penalties sought pursuant to PAGA, the Parties have agreed that acceptable PAGA civil penalties in the present case total \$120,488.64, and the amount of \$90,366.48 (75% x \$120,488.64) shall be distributed to the LWDA by Phoenix, and the amount of \$30,122.16 (25% x \$120,488.64) shall be distributed by Phoenix to the aggrieved employees pro rata according to the amount of pay periods that they each worked during the PAGA Period.

RUIZ-VELASCO LAW

DATED: December 11, 2023

By:

RODOLFO RUIZ-VELASCO
Attorney for Plaintiff NELIDA VILLALVA
GOMEZ

QUARLES & BRADY LLP

DATED: December 11, 2023

By:

AARON BUCKLEY
MATTHEW MUSHAMEL
Attorneys for Defendants R NAMOU, CORP et al.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION & BACKGROUND**

3 Ms. Villalva Gomez (“Plaintiff”) was employed with Defendants in August of 2020, first
4 as a store clerk, and then as a compliance manager. Defendants terminated Plaintiff’s
5 employment on October 31, 2022. Defendants run ARCO and Shell gas stations with
6 convenience stores and car washes in San Diego County through several business entities.

7 Ms. Villalva Gomez filed this action for damages making individual wage and hour,
8 wrongful termination, and retaliation claims. Plaintiff, as a representative for the State of
9 California, also claims for civil penalties pursuant to PAGA on behalf of the State of California
10 and all current and former aggrieved employees of Defendants. The PAGA damage period is as
11 follows: January 23, 2022 to the date this case is dismissed (for purposes of calculation the date
12 of December 11, 2023 was used) for aggrieved employees who worked for Defendant R
13 NAMOU CORP.; and from October 1, 2022 to the date this case is dismissed (for purposes of
14 the calculation the date of December 11, 2023 was used) for aggrieved employees who worked
15 for the related business entities Defendants CMSM, Inc., EL NORTE RMN, INC., MIDWAY
16 M3, INC., RCMC, INC. (collectively, the “PAGA Period”). Defendants collectively employed
17 on average 40 employees each pay period during the PAGA Period, and employed a total of 93
18 employees during the PAGA Period.

19 Plaintiff alleges multiple wage and hour Labor Code violations such as nonpayment of
20 minimum wages, overtime wages, meal and rest period premiums, inaccurate wage statements,
21 waiting time penalties, and failure to reimburse business expenditures. Plaintiff also alleges that
22 Defendants terminated her employment in retaliation for complaining about her and the other
23 employees not being fully relieved of duties during their meal and rest periods. Defendants deny
24 all allegations.

25 This case represents the pinnacle of the goals of litigation: contentious arms’-length
26 negotiations, production of records, service of eight written discovery sets and four deposition
27 notices, a full-day mediation with experienced mediator Anthony Pantoni from Signature
28 Resolution, plus several follow-up sessions with Mr. Pantoni, which revealed the strengths and

1 weaknesses of each side's case, leading to early resolution of the dispute. In this fashion, the
2 parties avoid incurring additional attorneys' fees and costs to reach a reasonable settlement at the
3 earliest opportunity.

4 The details of the PAGA claim settlement are a gross settlement sum of \$202,500,
5 allocated as follows: \$115,000 in civil penalties plus \$5,448.64 additional civil penalties leftover
6 from litigations costs = a total of \$120,488.64 in PAGA civil penalties, plus \$5,000 to Ms.
7 Villalva Gomez as an enhancement payment for serving as the PAGA representative, \$67,500
8 allotted to attorneys' fees for litigating the PAGA representative claims, and a maximum
9 \$15,000 to litigation costs and costs of administering the PAGA payments to aggrieved
10 employees, minus \$5,448.64 left over to go to civil penalties for a total of \$9,511.36 in litigation
11 costs. This results in a net gain of \$120,488.64 for the State of California and the aggrieved
12 employees.

13 Accordingly, Plaintiff respectfully requests that the Court approve this PAGA claim
14 settlement which provides substantial benefits to both the State of California and to the aggrieved
15 employees.

16 **II. PROCEDURAL HISTORY**

17 On January 23, 2023, Plaintiff notified the Labor and Workforce Development Agency
18 ("LWDA") regarding her Labor Code claims pursuant to PAGA and filed and served her PAGA
19 Action (LWDA Case No. LWDA-CM-930912-23) (the "PAGA Action" or "PAGA Claim").
20 Plaintiff thereafter filed her complaint on April 5, 2023 with her individual claims and the PAGA
21 Action.

22 The Parties made productive potential early resolution discussions, including Defendants
23 producing documents for the Plaintiff and the other aggrieved employees and an early mediation.
24 The Parties attended a full-day mediation with experienced mediator Anthony Pantoni from
25 Signature Resolution, where it was not resolved but the Parties made some significant advances
26 in negotiations and in exchange of information. Plaintiff propounded written discovery and
27 served deposition notices and the Parties continued settlement discussions through mediator Mr.
28 Pantoni.

1 After several post mediation calls and communications through Mr. Pantoni and between
2 counsel, and after careful consideration of the information and documents produced, the Parties
3 agreed to a settlement of the case in full. Plaintiff gave notice of supplementing the PAGA
4 Action to add the related business entities that jointly employed Plaintiff and the other aggrieved
5 employees, and amended the complaint to add the related entities. On December 7, 2023, this
6 Court heard the Parties' joint application for Court approval of the settlement of Plaintiff's
7 PAGA Action, and ordered the Parties to file for Court approval of the PAGA Action either by
8 stipulation or by motion. The Parties proposed and agreed to file for approval by stipulation and
9 this Court held that it would sign for approval of settlement of the PAGA upon the Parties filing
10 and submitting a stipulation with the Court.

11 **III. PAGA CLAIMS CANNOT BE SETTLED WITHOUT COURT**
12 **APPROVAL**

13 Pursuant to Labor Code Section 2699(1)(2): "The superior court shall review and approve
14 any settlement of any civil action filed pursuant to this part."

15 **IV. THE COURT HAS WIDE DISCRETION IN APPROVING PAGA**
16 **PENALTIES THAT ARE BINDING**

17 Pursuant to Labor Code Section 2699(e) the Court has discretion as it pertains to the
18 amount of the penalty and "may award a lesser amount than the maximum civil penalty amount
19 specified by this part, based on the facts and circumstances of the particular case" because "to do
20 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."

21 **V. THE PROPOSED PAGA CIVIL PENALTIES ARE MORE THAN**
22 **REASONABLE GIVEN THAT DEFENDANTS DISPUTE THE VIOLATIONS**
23 **ALLEGED BY PLAINTIFF, DEFENDANTS HAVE MADE CORRECTIVE MEASURES,**
24 **DEFENDANTS HAVE COOPERATED WITH PLAINTIFF'S INVESTIGATION, AND**
25 **THAT THE PARTIES WOULD LIKE TO COMPROMISE TO SAVE ON FEES AND**
26 **COSTS THAT WOULD INCREASE SIGNIFICANTLY UPON FURTHER LITIGATION**

27 "[The] Legislature's purpose in enacting the PAGA was to augment the limited
28 enforcement capability of the Agency by empowering employees to enforce the Labor Code as

1 representatives of the Agency.” *Iskanian*, supra, 59 Cal.4th at 383.

2 Labor Code section 2699 allows for a maximum penalty of one-hundred dollars (\$100)
3 for the first pay period in which there was violation of applicable sections and two-hundred
4 dollars (\$200) per pay check for each pay period thereafter pursuant to subsection (f)(2), “except
5 those for which a civil penalty is specifically provided” pursuant to subsection (f).

6 In the instant action there were five main categories of violations claimed by Plaintiff:
7 minimum wage violations, overtime wage violations, meal periods violations, rest period
8 violations, and records violations.

9 Labor Code section 2699.3 requires that the representative employee(s) “give written
10 notice by online filing with the Labor and Workforce Development Agency and by certified mail
11 to the employer of the specific provisions of this code alleged to have been violated, including
12 the facts and theories to support the alleged violation.” Labor Code section 2699.3(1)(A).
13 Plaintiff gave said notice on January 23, 2023. See Decl. of Rodolfo Ruiz-Velasco, ¶2.

14 The Parties were able to compromise the claims reaching a global confidential settlement
15 of the entire action, including the individual wrongful termination, retaliation and wage and hour
16 claims and the PAGA Action. A total of two hundred and two thousand and five hundred dollars
17 (\$202,500.00) has been deemed and agreed by the Parties to be an appropriate allotted amount to
18 settle the 8th cause of action for PAGA civil penalties. This gross settlement amount for the
19 PAGA Action is divided as follows pursuant to the settlement agreement: one hundred fifteen
20 thousand dollars (\$115,000.00) in civil penalties, plus \$5,000 enhancement fee to the Plaintiff for
21 her services as a PAGA representative, plus \$67,500 in attorneys’ fees, plus \$15,000 in litigation
22 costs, including settlement administrator fees for distribution of the PAGA civil penalties, where
23 any excess litigations costs are to be awarded as additional civil penalties. The Parties have
24 decided to hire Phoenix Class Action as the PAGA civil penalties administrator to distribute the
25 PAGA civil penalties to the California LWDA and to the aggrieved employees who worked
26 during the PAGA Period. There is a total of at least \$9,511.36 in litigation and administrator
27 costs, which if subtracted from the \$15,000 allocated for litigation costs, it results in \$5,488.64 in
28 additional civil penalties, for a total of \$115,000 allocated civil penalties plus \$5,448.64

1 additional civil penalties = a total of \$120,488.64 in civil penalties for the State and the
2 aggrieved employees. Ruiz-Velasco See Decl., ¶8.

3 Here, Defendants own and operate ARCO and Shell gas stations with convenience stores
4 and car washes in San Diego County. Plaintiff was employed by Defendants as a compliance
5 manager. Plaintiff and the other employees were paid biweekly. Plaintiff claims that Defendants
6 underpaid her hours worked and earned. Specifically, that Defendants did not pay her at the
7 overtime rate of pay and double time rate of pay for all overtime and double time hours worked,
8 and did not pay her for hours worked through her meal periods that were interrupted. Plaintiff
9 also claims that she and the other employees were not fully relieved of duties during their meal
10 and rest periods as they were not allowed to since no one was at the store locations to cover them
11 during their meal and rest periods and also because they would not be able to finish their
12 required work duties in time. In fact, the time records (clock-in, clock-out records) produced by
13 Defendants, when compared to the pay records, shows that Plaintiff was not paid for all hours
14 worked (“wage theft”), and shows that meal periods were not taken in compliance with
15 California Labor Code 226.7 and 512 and the California Wage Orders. As a consequence of the
16 above violations, the pay records produced are inaccurate in violation of Labor Code Section
17 226. Plaintiff claims that she was not reimbursed for business expenditures, including use of her
18 personal vehicle. Defendants failed to timely provide Plaintiff with a copy of her records in
19 violation of Labor Code 226 and 1198.5. In this case, Plaintiff claims a total of over \$493,822.73
20 in damages pursuant to her individual wage and hour and wrongful termination and retaliation
21 claims, plus PAGA penalties, plus her attorneys’ fees and costs. (Ruiz-Velasco Decl., ¶6). One
22 hundred twenty seven five hundred dollars (\$127,500) has been agreed to as settlement for
23 Plaintiff’s individual claims found in her causes of action 1 through 7, 9 and 10. Id.

24 The total potential PAGA civil penalties Plaintiff calculated are at least \$600,000 for 40
25 employees, 15 employees from R Namou Corp for the PAGA Period from January 23, 2023 to
26 December 7, 2023, calculated as 49 pay periods (98 weeks, biweekly is $98/2 = 49$ biweekly pay
27 periods) x 15 aggrieved employees x \$100 x 5 violations plus 25 employees from the other
28 business entities for the PAGA Period from October 1, 2023 to December 7, 2023, calculated as

31 pay periods (62 weeks, biweekly is $62/2 = 31$ biweekly pay periods) x 25 aggrieved employees x \$100 x 5 violations = \$367,500 plus \$232,500 = at least \$600,000 in potential PAGA civil penalties. (Ruiz-Velasco Decl., ¶7). Defendants deny all violations. The PAGA civil penalties settlement amount of \$120,488.64 is 20.1% of the total minimum potential PAGA civil penalties claimed by Plaintiff. Id.

All of Plaintiffs' individual causes of action along with the PAGA cause of action were resolved in a confidential settlement on or about October 20, 2023. Plaintiff does not object to the \$202,500 total amount allocated to the PAGA Action because (1) the Defendants cooperated with Plaintiff's investigation by providing records for the Plaintiff and the other aggrieved employees and other records, (2) Plaintiff's investigation showed that the aggrieved employees were not paid their overtime wages in full and were not fully relieved of their duties during their meal and rest periods, (3) the Defendants dispute all of the claimed violations, (4) after this case was filed, the Defendants have made corrective measures and stopped the violations and have paid some aggrieved employees for unpaid wages and premium wages, (5) the Parties have decided to compromise to save on attorneys' fees and costs because further litigating this case would significantly increase fees and costs for the Parties making settlement less likely.

The PAGA Period was used as the time period in question to reflect the one-year statute of limitations for penalties from the time of filing the written PAGA notice with the LWDA to the time this case is dismissed (see above). Of the one hundred twenty thousand four hundred eighty eight dollars and 64/100 (\$120,488.64), ninety thousand three hundred sixty six dollars 48/100 (\$90,366.48) or seventy-five percent (75%) will be paid to the California Labor Workforce Development Agency ("LWDA") and thirty thousand one hundred twenty two dollars and 16/100 (\$30,122.16) or twenty-five percent (25%) will be paid to the three aggrieved employees.

The Parties were able to reach a compromised confidential settlement after Defendants produced records regarding Plaintiff and the other aggrieved employees, Plaintiff propounding 8 sets of discovery and serving 4 deposition notices, a full-day mediation with experienced mediator Anthony Pantoni, plus multiple post-mediation communications and calls through Mr.

1 Pantoni and with Defendants' counsel directly required to finally settle all causes of action for
2 the Plaintiff, including her individual nine causes of action as follows for (1) failure to pay
3 wages, (2) failure to timely furnish accurate itemized wage statements in violation of Labor Code
4 section 226(a), (3) unfair business practices, (4) waiting time penalties per Labor Code section
5 203, (5) meal and rest period violations, (6) failure to reimburse business expenses, (7) failure to
6 timely provide copy of personnel file and payroll records and failure to maintain accurate time
7 records, (9) wrongful termination in violation of public policy, and (10) wrongful termination
8 and retaliation in violation of Labor Code 1102.5, along with the representative eighth cause of
9 action for PAGA civil penalties.

10 **VI. DEFINITION OF AGGRIEVED EMPLOYEES**

11 The aggrieved employees are defined as:

12 Any and all nonexempt employees of Defendants who were employed during the PAGA
13 Period ("PAGA Aggrieved Employees"). There are approximately 93 individuals that compose
14 the PAGA Aggrieved Employees.

15 **VII. SCOPE OF RELEASE**

16 The release contained in the Settlement Agreement is as follows:

17 **"PAGA Release.** Upon approval by the court of the settlement of all PAGA claims in the
18 Action and dismissal of the entire action with prejudice, the PAGA claims against the
19 Released Parties that were pled in the operative complaint or reasonably could have been
20 pled based on the claims and factual allegations in the operative complaint, and which
arose during the period January 23, 2022 through the date of dismissal of the entire
Action with prejudice, shall be deemed released."

21 Settlement Agreement, §9.

22 **VIII. CONCLUSION**

23 Based upon the totality of the facts and circumstances, Plaintiff respectfully requests the
24 Court that the PAGA Action settlement of \$202,500, with allocations of \$120,488.64 towards
25 PAGA civil penalties (calculated as \$115,000 originally allocated plus \$5,488.64 left over from
26 litigations costs), plus \$5,000 enhancement award to Plaintiff for serving as the PAGA
27 representative, plus \$67,500 in attorney's fees for recovering the PAGA settlement amount, plus
28

1 \$9,511.36 for litigation costs, including PAGA civil penalties administrator distribution fees, be
2 judicially approved pursuant to Labor Code section 2699 and be imposed on Defendants.

3 Dated: December 11, 2023

4
5 
6 Rodolfo Ruiz-Velasco, Esq.,
7 Attorneys for Plaintiff,
8 Nelida Villalva Gomez
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. I am an attorney licensed to practice law in the state of California and am the attorney of record for Plaintiff NELIDA VILLALVA GOMEZ (“Plaintiff”) in the above referenced action.

3. On or about April 5, 2023 Plaintiff filed her Complaint in this case alleging individual claims for (1) failure to pay wages, (2) failure to timely furnish accurate itemized wage statements in violation of Labor Code section 226(a), (3) unfair business practices, (4) waiting time penalties per Labor Code section 203, (5) meal and rest period violations, (6) failure to reimburse business expenses, and (7) failure to timely provide copy of personnel file and payroll records and failure to maintain accurate time records, (9) wrongful termination in violation of public policy, and (10) wrongful termination and retaliation in violation of Labor

1 Code section 1102.5, (8) along with the representative eighth cause of action for PAGA civil
2 penalties pursuant to Labor Code section 2698, et seq.

3 4. Plaintiff served 8 sets of written discovery and 4 notices of deposition on
4 Defendants' counsel. Defendants counsel produced hundreds of pages of documents, payroll
5 records and other records which show payment to and the times when aggrieved employees were
6 performing work, and from which we calculated damages.

7 5. The records produced by Defendants show violations in that the pay records show
8 that Defendants did not pay Plaintiff at the overtime rate and double time rate of pay for all
9 overtime and double time hours worked, and show meal period violations, and as a consequence
10 of these violations, show records violations in violation of the Labor Code sections 226.
11 Defendants dispute the violations.

12 6. Plaintiff claims a total of over \$493,822.73 in damages pursuant to her individual
13 wage and hour, wrongful termination and retaliation claims, plus PAGA penalties, plus her
14 attorneys' fees and costs. \$127,500 has been agreed to as settlement for Plaintiff's individual
15 claims found in her causes of action 1 through 7, 9 and 10.

16 7. The total potential PAGA civil penalties Plaintiff calculated are at least \$600,000
17 for 40 employees, 15 employees from R Namou Corp for the PAGA Period from January 23,
18 2023 to December 7, 2023, calculated as 49 pay periods (98 weeks, biweekly is $98/2 = 49$
19 biweekly pay periods) x 15 aggrieved employees x \$100 x 5 violations plus 25 employees from
20 the other business entities for the PAGA Period from October 1, 2023 to December 7, 2023,
21 calculated as 31 pay periods (62 weeks, biweekly is $62/2 = 31$ biweekly pay periods) x 25
22 aggrieved employees x \$100 x 5 violations = \$367,500 plus \$232,500 = at least \$600,000 in
23 potential PAGA civil penalties. The PAGA civil penalties settlement amount of \$120,488.64 is
24 20.1% of the total minimum potential PAGA civil penalties claimed by Plaintiff.

1 8. \$202,500 has been agreed to settle the PAGA Action, where this gross amount is
2 allocated as follows: \$115,000 in civil penalties plus \$5,448.64 additional civil penalties leftover
3 from litigations costs = a total of \$120,488.64 in PAGA civil penalties, plus \$5,000 to Ms.
4 Villalva Gomez as an enhancement payment for serving as the PAGA representative, \$67,500
5 allotted to attorneys' fees for litigating the PAGA representative claims, and a maximum
6 \$15,000 to litigation costs and costs of administering the PAGA payments to aggrieved
7 employees, minus \$5,448.64 left over to go to civil penalties for a total of \$9,511.36 in litigation
8 costs. This results in a gain of \$120,488.64 for the State of California and the aggrieved
9 employees.
10

11 9. Despite the above differences and disputes regarding the viability of said claims,
12 on or about October 20, 2023, the Parties were able to reach a compromised confidential
13 settlement after Defendants produced records regarding Plaintiff and the other aggrieved
14 employees, Plaintiff propounding 8 sets of discovery and serving 4 deposition notices, a full-day
15 mediation with experienced mediator Anthony Pantoni from Signature Resolution, plus multiple
16 post-mediation communications and calls through Mr. Pantoni and with Defendants' counsel
17 directly required to finally settle all causes of action. Upon Court approval of this settlement,
18 Plaintiff will request to dismiss this case in its entirety.
19
20

21 10. Of the one hundred twenty thousand four hundred eighty eight dollars and 64/100
22 (\$120,488.64), ninety thousand three hundred sixty six dollars 48/100 (\$90,366.48) or seventy-
23 five percent (75%) will be paid to the California Labor Workforce Development Agency
24 ("LWDA") and thirty thousand one hundred twenty two dollars and 16/100 (\$30,122.16) or
25 twenty-five percent (25%) will be paid to the three aggrieved employees.
26

27 11. Plaintiff has spent at least \$9,511.36 in reasonable litigation costs, including \$435
28 in Superior Court complaint filing fee, \$60 for filing an ex parte application, \$69.11 in electronic

1 filing fees, \$75 LWDA PAGA action filing fee, \$272.25 service of process fees, \$150 jury
2 deposit fees, \$4,700 mediation fee, and \$3,750 claim administrator fees.

3 12. On December 7, 2023, this Court heard the Parties' joint application for Court
4 approval of the settlement of Plaintiff's PAGA Action, and ordered the Parties to file for Court
5 approval of the PAGA Action either by stipulation or by motion. The Parties proposed and
6 agreed to file for approval by stipulation and this Court held that it would sign for approval of
7 settlement of the PAGA upon the Parties filing and submitting a stipulation with the Court.
8

9 I declare under penalty of perjury under the laws of the state of California that foregoing
10 is true and correct and based upon my personal knowledge.

11 Dated: December 11, 2023

12
13 
14 Rodolfo Ruiz-Velasco, Esq.
15 Attorney for Plaintiff,
16 Nelida Villalva Gomez
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[PROPOSED] ORDER

GOOD CAUSE APPEARING, IT IS SO ORDERED.

1. The Parties’ agreement to settle any and all claims available under Labor Code sections 2698, et seq. (the Private Attorneys General Act or “PAGA”) pursuant to Plaintiff’s eighth (8th) cause of action in her Complaint for \$202,500.00, which is calculated as \$120,488.64 in PAGA civil penalties, \$5,000 towards Plaintiff for her service as a PAGA representative, \$67,500 in attorneys’ fees, and \$9,511.36 in litigation costs, is approved by this Court.

2. The aggrieved employees are defined as all nonexempt employees who worked for Defendant R NAMOU CORP. from January 23, 2022 to the date this case is dismissed, and all nonexempt employees who worked for Defendants CMSM, Inc., EL NORTE RMN, INC., MIDWAY M3, INC., RMCM, INC. from October 1, 2022 to the date this case is dismissed (collectively, the “PAGA Period”).

///

///

///

///

///

///

1 3. The civil penalties amount of \$120,488.64, shall be distributed by claims
2 administrator Phoenix Class Action Settlement with 75% of that amount (\$90,366.48) made
3 payable to the California Labor Workforce & Development Agency (“LWDA”), and 25% of that
4 amount (\$30,122.16) made payable to the aggrieved employees pro rata according to the number
5 of pay periods that each employee worked during the PAGA Period.
6

7 **IT IS SO ORDERED.**

8 Dated: _____

Hon. Marcella O. McLaughlin

Villalva Gomez v. R Namou Corp, et al.
Superior Court Case No. 37-2023-00014287-CU-WT-CTL

PROOF OF SERVICE

I am employed in the County of San Diego, State of California. I am over eighteen years of age and not a party to this action; my business address is 600 W. Broadway Suite 700, San Diego, California, 92101. On **December 12, 2023**, I served a true copy of the foregoing document(s):

Stipulation re: Court Approval of Settlement of Plaintiff's Private Attorneys Act of 2004 ("PAGA") Action; Memorandum of Points and Authorities and Declaration of Rodolfo Ruiz-Velasco in Support Thereof; [Proposed] Order

on all interested parties in this action as follows:

Aaron Buckley Matthew Mushamel Quarles & Brady LLP 101 West Broadway, Ninth Floor, San Diego, CA 92101-8285 aaron.buckley@quarles.com matthew.mushamel@quarles.com deb.baranowski@quarles.com (via eservice/email only)	Attorneys for Defendants R NAMOU CORP, et al.
California Labor Workforce Development Agency 455 Golden Gate Ave, 9th Floor San Francisco, CA 94102 (by online submission only at https:// www.dir.ca.gov/Private-Attorneys-General- Act/Private-Attorneys-General-Act.html) (via online submission only)	California Labor Workforce Development Agency (LWDA)

☒ **E-mail service/E-service:** I have e-served/mailed the above-documents to the e-mail address(es) of counsel above.

☒ **Online submission:** I submitted the above-documents online via the website above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **December 12, 2023**.


Rodolfo Ruiz-Velasco