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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - STANLEY MOSK COURTHOUSE

RAMIRO PANDURO, individually and on
behalf of other aggrieved current and former
employees,

Plaintiff(s),

v.

PAPA SWEETS CORP., INLAND FUELS
CORP., DIANA FLORES, ALEXANDER
FLORES, ARTURO FLORES, CLAUDIA
FLORES and DOES 1 to 50,

Defendants.

Case No.: 23STCV04486
Hon. Alison Mackenzie, Dept. 55

**JOINT STIPULATION REGARDING
SETTLEMENT OF PLAINTIFF'S
INDIVIDUAL CLAIMS AND
DISMISSALS, DECLARATION OF
ZORIK MOORADIAN IN SUPPORT,
AND ~~PROPOSED~~ ORDER
PURSUANT TO CRC 3.770**

Compliant Filed: March 1, 2023
Trial Date: March 3, 2025

FILED
Superior Court of California
County of Los Angeles

02/04/2025

David W. Stoyan, Executive Officer / Clerk of Court

By: S. Temblador Deputy

1 **TO THE HONORABLE COURT:**

2 Plaintiff Ramiro Panduro (“Plaintiff”) and Defendants Papa Sweets Corp., Inland Fuels
3 Corp., and Diana Flores (“Defendants”) (collectively, the “Parties”), by and through their
4 attorneys of record, request the Court to dismiss Plaintiff’s individual claims with prejudice and
5 PAGA representative claims without prejudice. The Parties stipulate as to the following:

6 **WHEREAS**, in January 2022, Mr. Ramiro was hired to work at the Michoacana ice
7 cream store and Mexican food restaurant located in Alhambra that was owned and operated by
8 Defendants. In addition to selling ice cream, coffee drinks, fruit drinks, and food snacks, the
9 restaurant also sells cooked Mexican food (tacos, burritos, etc.). Mr. Ramiro’s primary job was
10 that of the lead food prep, but he was also responsible for cleaning the kitchen and portions of
11 the restaurant after closing. Plaintiff was employed by Defendants for an approximate period
12 of six (6) months, and he no longer is employed by them.

13 **WHEREAS**, on behalf of Plaintiff and other aggrieved employees, on February 2,
14 2023, a Notice of Labor Code Violations under California Private Attorney General Act
15 (“PAGA”) was submitted to the Department of Labor and Workforce Development Agency
16 (“LWDA”) pursuant to *Labor Code* §2699.3.

17 **WHEREAS**, on March 1, 2023, Plaintiff filed a complaint for individual wage and hour
18 causes of action against Defendants. On April 10, 2023, a First Amended Complaint was filed
19 to add a Private Attorney General Cause of Action (“PAGA”). The FAC is the operative
20 complaint, referred here as the Action. An Answer to the FAC was filed by Defendants on June
21 5, 2023. A Case Management Conference was held on August 2, 2023, and a trial date was set
22 for August 5, 2024, which was continued by the Court to March 3, 2025.

23 **WHEREAS**, Plaintiff was advised that Defendants had only a few employees, who
24 could be classified as part of the PAGA class, and that the claimed violations were disputed.
25 The Parties, therefore, exchanged written discovery to confirm the respective legal positions.
26 Thereafter, the parties participated in a full-day private mediation with seasoned mediator
27 Louis Marlin, Esq. on November 14, 2024. At the mediation and by virtue of the mediator’s
28 active participation, the Parties were able to settle the case, with and without prejudice, subject

to this Court's approval. Factored in the settlement discussions were the financial inability of Defendants to compensate and the relatively small size of the Defendants' business operation.

WHEREAS, a Settlement Agreement was memorialized in a Settlement Agreement, with two timely payments (one upon signing of an Order to dismiss the case and the next payment within 120 days thereafter) and a general release only as to the individual claims, and no release as to any of the PAGA claims. The Settlement Agreement has been fully executed.

WHEREAS, Plaintiff does not intend to pursue representative PAGA claims on behalf of the State of California or the "aggrieved employees."

NOW, THEREFORE, IT IS HEREBY STIPULATED AS FOLLOWS:

1. Plaintiff agrees and requests the dismissal of his individual claims, including his individual PAGA claims, with prejudice, and his representative PAGA claims without prejudice, so that the absent potential PAGA members will not be adversely affected.

2. This action shall be dismissed without notice to the potential aggrieved employees in accordance with *California Rules of Court*, rule 3.770(c), which request is supported by the Declaration of Zorik Mooradian, attached hereto as **Exhibit 1**; and

3. The Parties shall be responsible for their own attorneys' fees and costs.

Dated: February 2, 2025

MOORADIAN LAW, APC

Zorik Mooradian

By: _____

Zorik Mooradian,
Attorneys for Plaintiff Ramiro Panduro

Dated: 2/3/25

WOOD, SMITH, HENNING & BERMAN, LLP



By: _____

Keith E. Smith and Christina J. Loni,
Attorneys for Defendants, Papa Sweets Corp.,
Inland Fuels Corp., and Diana Flores

EXHIBIT 1

DECLARATION OF ZORIK MOORADIAN

I, Zorik Mooradian, declare and state as follows:

1. I have personal knowledge of the facts contained in this declaration, and if called as a witness, could and would testify to their accuracy. I am an attorney admitted to practice in the State of California, and I am employed at Mooradian Law, APC. I am counsel for Plaintiff Ramiro Panduro (“Plaintiff”) in the above-entitled action. I submit this declaration in support of Plaintiff’s Request for Dismissals.

2. Based on information and belief, in January 2022, Mr. Ramiro was hired to work at the Michoacana ice cream store and Mexican food restaurant located in Alhambra that was owned and operated by Defendants. In addition to selling ice cream, coffee drinks, fruit drinks, and food snacks, the restaurant also sells cooked Mexican food (tacos, burritos, etc.). Mr. Ramiro’s primary job was that of the lead food prep, but he was also responsible for cleaning the kitchen and portions of the restaurant after closing. Plaintiff was employed by Defendants for an approximate period of six (6) months, and he no longer is employed by them.

3. On behalf of Plaintiff and other aggrieved employees, on February 2, 2023, a Notice of Labor Code Violations under California Private Attorney General Act (“PAGA”) was submitted to the Department of Labor and Workforce Development Agency (“LWDA”) pursuant to Labor Code §2699.3.

4. On March 1, 2023, Plaintiff filed a complaint for individual wage and hour causes of action against Defendants. On April 10, 2023, a First Amended Complaint was filed to add a Private Attorney General Cause of Action (“PAGA”). The FAC is the operative complaint, referred here as the Action. An Answer to the FAC was filed by Defendants on June 5, 2023. A Case Management Conference was held on August 2, 2023, and a trial date was set for August 5, 2024, which was continued by the Court to March 3, 2025.

5. Plaintiff was advised that Defendants had only a few employees, who could be classified as part of the PAGA class, and that the claimed violations were disputed. The Parties, therefore, exchanged written discovery to confirm the respective legal positions. Thereafter, the

1 parties participated in a full-day private mediation with seasoned mediator Louis Marlin, Esq.
2 on November 14, 2024. At the mediation and by virtue of the mediator's active participation,
3 the Parties were able to settle the case, with and without prejudice, subject to this Court's
4 approval. Factored in the settlement discussions were the financial inability of Defendants to
5 compensate and the relatively small size of the Defendants' business operation.

6 6. A Settlement Agreement was memorialized in a Settlement Agreement, with
7 two timely payments (one upon signing of an Order to dismiss the case and the next payment
8 within 120 days thereafter) and a general release only as to the individual claims, and no
9 release as to any of the PAGA claims. The Settlement Agreement has been fully executed.

10 7. Plaintiff does not intend to pursue representative PAGA claims on behalf of the
11 State of California or the "aggrieved employees."

12 8. Plaintiff agrees and requests the dismissal of his individual claims, including his
13 individual PAGA claims, with prejudice, and his representative PAGA claims without
14 prejudice, so that the absent potential PAGA members will not be adversely affected.

15 9. This action shall be dismissed without notice to the potential aggrieved
16 employees in accordance with California Rules of Court, rule 3.770(c), which request is
17 supported by the Declaration of Zorik Mooradian, attached hereto as Exhibit 1; and

18 10. The Parties shall be responsible for their own attorneys' fees and costs.

19 11. There is no compensation or consideration received for the dismissal without
20 prejudice of the PAGA claims of the aggrieved employees other than for Plaintiff.

21 12. Defendants have neither offered, nor has Plaintiff received, any direct or indirect
22 consideration for Plaintiff to dismiss the PAGA claims of other aggrieved employees.

23 13. Accordingly, Plaintiff's counsel requests that the Court order the dismissal of
24 this action without notice to the unnamed aggrieved employees of Defendants under Rule
25 3.770(c) of the California Rules of Court.

26 14. This counsel will however cause the filing of a Notice of the signed Order of
27 this Court, with LWDA, advising of the closure of the PAGA cause of action.
28

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on February 2, 2025, at Calabasas, California.

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4 

5 By: _____
6 Zorik Mooradian
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~~PROPOSED~~ ORDER

Based on the Joint Stipulation by and between Plaintiff Ramiro Panduro ("Plaintiff") and Defendants Papa Sweets Corp., Inland Fuels Corp., and Diana Flores ("Defendants"), and good cause appearing,

it is hereby **ORDERED**, as follows:

15. Since Plaintiff has released his individual claims and no longer wishes to prosecute the remaining representative claims against Defendants, Plaintiff's individual claims, including his individual PAGA claim, are DISMISSED, WITH PREJUDICE. The non-individual representative PAGA claims are DISMISSED, WITHOUT PREJUDICE, so that the proposed aggrieved employees' rights will not be adversely affected by the dismissal of this lawsuit.

16. Plaintiff and Defendants shall be responsible for their own fees and costs in connection with this lawsuit.

17. A copy of this Order shall be submitted to LWDA within ten (10) days.

IT IS SO ORDERED.



A handwritten signature in black ink, appearing to read "Alison Mackenzie", is written over the seal.

Alison Mackenzie / Judge

DATED: 02/04/2025

By: _____
Honorable Alison Mackenzie
Judge, for the Superior Court of California,
County of Los Angeles, Department 55