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Attorneys for Plaintiff,
 LUDYN DANNYEL VASQUEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

LUDYN DANNYEL VASQUEZ, an individual,

 Plaintiff,

 v.

 SATICOY PROPERTY MANAGERS, LLC, a
 California limited liability company; and DOES
 1 through 20, inclusive,

 Defendants.

Case No.: 23STCV22243

*[Assigned for all purposes to the Honorable Judge
 Kevin C. Brazile, Dept. 20]*

**PLAINTIFF'S NOTICE OF SETTLEMENT;
 REQUEST FOR DISMISSAL OF PLAINTIFF'S
 REPRESENTATIVE PRIVATE ATTORNEY
 GENERAL ACT CLAIM WITHOUT
 PREJUDICE; [~~PROPOSED~~] ORDER**

Action Filed: September 14, 2023
 Trial Date: None Set

**TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF
 RECORD:**

1. This entire case has been settled. The settlement requires the dismissal of Plaintiff's representative Private Attorney General Act ("PAGA") claim and request for dismissal of Plaintiff's individual claims and individual PAGA claim. A request for dismissal with prejudice of Plaintiff's individual claims and individual PAGA claim will be filed no later than 45 days after the approval of Plaintiff's request to dismiss without prejudice his representative PAGA cause of action.

2. Plaintiff's initial pleading was filed on September 14, 2023.

3. The Parties are scheduled to appear before the Honorable Judge Kevin C. Brazile for a Case Management Conference on February 14, 2024 at 8:30 a.m. in Department 20.

1 4. No trial date has been set.

2 Plaintiff LUDYN DANNYEL VASQUEZ (“Plaintiff”), on behalf of himself, and the State of
3 California Labor & Workforce Development Agency (“LWDA”), through his attorneys of record,
4 GUERRA & CASILLAS LLP, hereby reports and requests as follows:

5 WHEREAS, the Parties are pleased to report that this matter has been settled.

6 WHEREAS, the Parties’ agreement, however, is conditional on the dismissal of Plaintiff’s
7 representative PAGA cause of action without prejudice and a dismissal with prejudice of Plaintiff’s
8 individual claims and individual PAGA claim.

9 WHEREAS, Plaintiff provided the LWDA with notice of his intent to assert a PAGA claim and
10 the basis for that claim in accordance with Labor Code section 2699.3 on March 28, 2023. Plaintiff filed
11 his Complaint on September 14, 2023, after not receiving a response from the LWDA;

12 WHEREAS, upon receipt of the settlement payment, Plaintiff will file a request for dismissal
13 with prejudice for Plaintiff’s individual claims and individual PAGA claim.

14 WHEREAS, Plaintiff brought this Action against Defendant alleging the following causes of
15 action: (1) Retaliation in violation of Labor Code section 98.6, (2) Retaliation in violation of Labor
16 Codes section 1102.5, 1102.6, (3) Wrongful termination in violation of public policy, (4) Failure to pay
17 wages due, (5) Failure to indemnify for necessary business expenses, (6) Failure to provide meal and
18 rest breaks, (7) Failure to provide itemized wage and hour statements, (8) Waiting time penalties, (9)
19 Violations of the Private Attorneys General Act (“PAGA”); and (10) Unfair Competition;

20 WHEREAS, Defendant’s alleged violations under the California Labor Code, and the derivative
21 claims, serve as the basis for Plaintiff’s PAGA cause of action;

22 WHEREAS, Defendant denies that there is any factual or legal basis for the claims in this Action;

23 WHEREAS, in order to avoid the expense, uncertainty, and inconvenience of further
24 proceedings, the Parties reached a settlement of Plaintiff’s claims against Defendant, which underlying
25 negotiations were focused completely on Plaintiff’s individual claims and individual PAGA claim, but
26 not the representative PAGA claim;

27 WHEREAS, the Parties entered into a confidential settlement and general release on December
28 8, 2023;

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

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

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

8 WHEREAS, Plaintiff is not required to give other aggrieved employees the opportunity to opt-
9 out of Plaintiff’s representation in this matter;

10 WHEREAS, a claim under the California Labor Code Private Attorney General Act of 2004
11 (“PAGA”), California Labor Code §§2699 et seq. was part of the Complaint;

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

21 WHEREAS, this stipulation to dismiss the representative PAGA claim without prejudice shall
22 be served to the California Labor Workforce (“LWDA”) after Court approval;

23 WHEREAS, any other allegedly aggrieved employees will not be prejudiced without notice of
24 the settlement or the requested dismissal. Discovery as to the identities of other aggrieved employees
25 was not completed based on the Parties desire to resolve the case after protracted discussion,
26 investigation, and negotiation, nor has notice of this action been provided to other aggrieved employees.
27 Thus, the Parties are not aware of any other allegedly aggrieved employees who have any expectations
28 of recovery of any kind in this case, and to the extent any of them wish, in the future, to pursue their
own claims, they have the right to do that; and

1 WHEREAS, Plaintiff wishes to dismiss his representative PAGA cause of action without
2 prejudice.

3 **NOW, THEREFORE**, Plaintiff requests that:

4 1. The Court dismiss Plaintiff's ninth representative cause of action under the Private Attorney
5 General Act of 2004 ("PAGA"), Labor Code §§2699 et seq., without prejudice; and

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7
8
9 DATED: December 8, 2023

GUERRA & CASILLAS LLP

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11 By: 

Guile Gomez, Esq.
Tizoc Perez-Casillas, Esq.
Ruben Guerra, Esq.
Attorneys for Plaintiff
LUDYN DANNYEL VASQUEZ

[PROPOSED] ORDER

The Court, having considered Plaintiff's Request for Dismissal of Plaintiff's Representative Private Attorneys General Act cause of action without prejudice, and good cause appearing therefore,

IT IS HEREBY ORDERED that

1. Plaintiff's ninth representative cause of action under the California Labor Code, Private Attorney General Act, Labor Code §§ 2699, et seq., is dismissed without prejudice; and

2. Plaintiff shall submit a copy of this Court Order to the Labor and Workforce Development Agency within 10 days after entry of this order;

3. An Order to Show Cause RE: Dismissal is scheduled for hearing on 2/14/2024
08:30 AM, ~~2023~~; and

4. Case Management Conference and Order to Show Cause Re: Failure to File Proof of Service
are advanced and vacated.

IT IS SO ORDERED.

DATED: 12/15/2023



Kevin C. Brazile

Kevin C. Brazile / Judge
HON. JUDGE KEVIN C. BRAZILE
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 December 11, 2023, I served the foregoing document described as **PLAINTIFF'S NOTICE OF SETTLEMENT; REQUEST FOR DISMISSAL OF PLAINTIFF'S REPRESENTATIVE PRIVATE ATTORNEY GENERAL ACT CLAIM WITHOUT PREJUDICE; [PROPOSED] ORDER** on the interested parties in this action as follows:

Sagar Parikh
9777 Wilshire Blvd., Suite 400
Beverly Hills, CA 90212
sp@beverlyhillslawcorp.com

Attorney for Defendant

☒ (VIA ELECTRONIC TRANSMISSION) I caused a copy of the document(s) listed above to be sent via electronic transmission either through email or through an electronic delivery service 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 December 11, 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

