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MARCO A. BUELNA AGUILAR

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

MARCO A. BUELNA AGUILAR, an
individual,

Plaintiff,

v.

CROFT HOUSE DESIGN, INC., a California
corporation; CROFT HOUSE, INC., and DOES
1 through 20, inclusive,
Defendants.

Case No.: 23STCV24353

*[Assigned for all purposes to the Honorable Judge
Barbara M. Scheper, Dept. 30]*

**PLAINTIFF’S REQUEST FOR DISMISSAL OF
PLAINTIFF’S REPRESENTATIVE PAGA
CAUSE OF ACTION WITHOUT PREJUDICE
AND PLAINTIFF’S INDIVIDUAL PAGA
CLAIM WITH PREJUDICE; ~~PROPOSED~~
ORDER**

Action Filed: October 5, 2023
Trial Date: April 28, 2025

**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 PAGA claim. A request for dismissal with prejudice of Plaintiff’s individual claims will be filed 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 October 5, 2023.

3. The Parties are scheduled to appear before the Honorable Judge Barbara Scheper for a Final Status Conference on April 18, 2025, at 8:30 a.m. in Department 30.

FILED
Superior Court of California
County of Los Angeles

08/15/2024

David W. Slayton, Executive Officer / Clerk of Court

By: C. Wilson Deputy

1 4. The Trial date is currently scheduled for April 28, 2025.

2 Plaintiff MARCO A. BUELNA AGUILAR ("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 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 April 25, 2023. Plaintiff filed
11 his Complaint on October 5, 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) Discrimination in Violation of Government Code section 12940, et seq., (2) Retaliation in
16 Violation of Government Code section 12940, et seq., (3) Failure to Prevent Discrimination,
17 Harassment, and Retaliation in Violation of Government Code section 12940(k), (4) Retaliation in
18 Violation of Government Code section 12945.2 et seq., (5) Failure to Provide Reasonable
19 Accommodations in Violation of Government Code section 12940, et seq., (6) Failure to Engage in a
20 Good Faith Interactive Process in Violation of Government Code section 12940, et seq., (7) Retaliation
21 in violation of Labor Code section 98.6, (8) Wrongful termination in violation of public policy, (9) For
22 Declaratory Judgment, (10) Failure to pay wages in violation of Labor Code §§201, 204, 221, 1194, (11)
23 Failure to pay minimum wages in violation of Labor Code §§1182.12, 1194, 1194.2, 1197, (12) Failure
24 to pay overtime compensation in violation of Labor Code §§510, 1194, (13) Failure to pay indemnify
25 for necessary business expenses (14) Failure to provide meal and rest breaks, (15) Failure to provide
26 itemized wage and hour statements, (16) Waiting time penalties, (17) Violations of the Private Attorneys
27 General Act ("PAGA"), (18) Failure to permit inspection of personnel and payroll records, and (19)
28 Unfair Competition.

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

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

4 WHEREAS, in order to avoid the expense, uncertainty, and inconvenience of further
5 proceedings, the Parties reached a settlement of Plaintiff's claims against Defendant, which underlying
6 negotiations were focused completely on Plaintiff's individual claims and individual PAGA claim, but
7 not the representative PAGA claim;

8 WHEREAS, the Parties entered into a confidential settlement and general release on July 29,
9 2024;

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

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

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

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

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

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

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

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

10 WHEREAS, Plaintiff wishes to dismiss his representative PAGA cause of action without
11 prejudice.

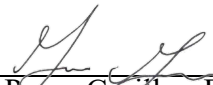
12 **NOW, THEREFORE**, Plaintiff requests that:

13 1. The Court dismiss Plaintiff’s seventeenth representative cause of action under the Private
14 Attorney General Act of 2004 (“PAGA”), Labor Code §§2699 et seq., without prejudice and dismiss
15 Plaintiff’s seventeenth individual cause of action under the PAGA, Labor Code §§2699 et seq., with
16 prejudice.

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20 DATED: August 8, 2024

GUERRA & CASILLAS LLP

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22 By:



Tizoc Perez-Casillas, Esq.
Guile Gomez, Esq.
Ruben Guerra, Esq.
Attorneys for Plaintiff
MARCÓ A. BUELNA AGUILAR

[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 Seventeenth representative cause of action under the California Labor Code, Private Attorney General Act, Labor Code §§ 2699, et seq., is dismissed without prejudice;

2. Plaintiff's Seventeenth individual cause of action under the California Labor Code, Private Attorney General Act, Labor Code §§ 2699, et seq., is dismissed with prejudice; and

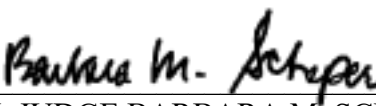
3. Plaintiff shall submit a copy of this Court Order to the Labor and Workforce Development Agency within 10 days after entry of this order;

4. An Order to Show Cause RE: Dismissal is scheduled for hearing on October 22, 2024 at 8:30 a.m. , 2024; and

~~4.~~ 5. If the dismissal is filed before that date, the hearing will go off calendar.

IT IS SO ORDERED.

DATED: 08/15/2024



HON. JUDGE BARBARA M. SCHEPER
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 August 8, 2024, I served the foregoing document described as **PLAINTIFF'S REQUEST FOR DISMISSAL OF PLAINTIFF'S REPRESENTATIVE PAGA CAUSE OF ACTION WITHOUT PREJUDICE AND PLAINTIFF'S INDIVIDUAL PAGA CLAIM WITH PREJUDICE; [PROPOSED] ORDER**

on the interested parties in this action as follows:

Cecilia Hong, Esq.
Shannon Benbow, Esq.
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*Attorneys for Defendants Croft House
Design and Croft House, Inc.*

☒ (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 August 8, 2024, 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.

Kristie Lopez

