

1 Daniel V. Santiago (SBN 206532)
2 LAW OFFICES OF DANIEL V. SANTIAGO, P.C.
3 355 South Grand Avenue, Suite 2450
4 Los Angeles, California 90071
5 Phone: (760) 652-9801
6 Facsimile: (760) 652-9802
7 E-mail: dvs@dvslawoffices.com
8 Attorney for the Plaintiff, QUINTIN N. GARCIA

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

QUINTIN N. GARCIA, individually and as
representative of the State of California on
behalf of himself as an aggrieved employee,

Plaintiff,

v.

GEARLD DEEN KENT, an individual, and
DOES 1 - 20, inclusive,

Defendants.

Case No. 37-2023-00043719-CU-OE-CTL

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION
FOR AN ORDER APPROVING THE
SETTLEMENT OF PLAINTIFF'S PAGA
CLAIMS AND DISMISSING THOSE
CLAIMS WITH PREJUDICE**

RESERVATION NUMBER: 3081716

Hearing Date: August 16, 2024

Hearing Time: 9:00 a.m.

Hearing Location: Department C-75

Complaint Filed: October 9, 2023

The Plaintiff, Quintin N. Garcia, by and through his undersigned counsel, respectfully submits this Memorandum of Points and Authorities in support of Plaintiff's Unopposed Motion for an Order approving the settlement of Plaintiff's PAGA claims against the Defendant, Gearld Deen Kent, and dismissing those claims with prejudice (hereinafter referred to as "Plaintiff's Unopposed Motion").

I. SUMMARY OF THE CLAIMS AT ISSUE

Plaintiff's claims against Defendant in this action are set forth in Plaintiff's Complaint filed on October 9, 2023. (Declaration of Daniel V. Santiago in Support of Plaintiff's Unopposed Motion ["Santiago Declaration"], ¶3.) Therein, Plaintiff alleges the following causes of action

1 against the Defendant: (1) Defendant’s alleged failure to pay Plaintiff all wages due and owing
2 (including the applicable minimum wages for all hours worked and overtime wages where
3 appropriate) in violation of California Labor Code (“Labor Code”) §§204(a), 218.6, 510(a), 1194(a)
4 and 1197 and IWC Wage Order No. 14-2001, §4(A) and 4(B); (b) Defendant’s alleged failure to
5 provide Plaintiff with itemized wage statements accurately identifying, *inter alia*, his total hours
6 worked and regular rates of pay in violation of Labor Code §226(a); and (c) Defendant’s alleged
7 failure to pay Plaintiff all wages due upon termination of his employment in violation of Labor
8 Code §§201-203. (Santiago Declaration, ¶3.)

9 Defendant denies the material allegations in Plaintiff’s Complaint. (Santiago Declaration,
10 ¶4.) Defendant further denies any violation of the Labor Code or IWC Wage Order No. 14-2001 or
11 any other wrongdoing. (Santiago Declaration, ¶4.)

12 Plaintiff has filed an Unopposed Motion for an Order approving the settlement of Plaintiff’s
13 PAGA claims against the Defendant and dismissing those claims with prejudice. Plaintiff
14 respectfully submits that, for the reasons set forth below, the Court should grant the relief requested
15 herein.

16 **II. STATUS OF THE LITIGATION**

17 Plaintiff’s Complaint against Defendant is the operative complaint in the Action. (Santiago
18 Declaration, ¶3.) If the Court grants the relief requested in Plaintiff’s Unopposed Motion, Plaintiff
19 would respectfully request that the Court vacate all dates on its calendar relating to the Action.
20 (Santiago Declaration, ¶5.) A Case Management Conference is set for April 12, 2024, at 10:30 a.m.
21 in Department C-75. (Santiago Declaration, ¶6.) This case is not currently set for trial. (Santiago
22 Declaration, ¶7.)

23 **III. THE PARTIES’ SETTLEMENT AGREEMENT**

24 The parties, by and through their respective counsel, have agreed to resolve all of the
25 Plaintiff’s claims against the Defendant in the Action. (Santiago Declaration, ¶7.) To that end, the
26 parties have executed a Confidential Settlement Agreement and Mutual Release of All Claims
27 (“Settlement Agreement”) reflecting the settlements of Plaintiff’s PAGA claims against the
28

1 Defendant for \$1,650 and Plaintiff's non-PAGA claims against the Defendant for \$36,000, for a
2 Gross Settlement Amount of \$37,650. (Santiago Declaration, ¶7.)

3 More specifically, the Settlement Agreement requires the Gross Settlement Amount of
4 \$37,650 to be distributed as follows: (a) \$1,650 is to be paid by Defendant in connection with the
5 settlement of the Plaintiff's PAGA claims against the Defendant (more specifically, that sum
6 consists of \$1,237.50 to be paid to the Labor and Workforce Development Agency ["LWDA"] and
7 \$412.50 to be paid to the Plaintiff in connection with the settlement of Plaintiff's PAGA claims
8 against the Defendants); and (b) \$36,000 is to be paid by Defendant in connection with the
9 settlement of the Plaintiff's non-PAGA claims against the Defendant (more specifically, that sum
10 consists of: \$6,000, less withholdings and deductions, to be paid to the Plaintiff in settlement of her
11 wage-related claims against the Defendant; \$12,000, without any withholding or deductions, to be
12 paid to the Plaintiff in settlement of her non-wage-related claims against the Defendant; and
13 \$18,000 to be paid to Plaintiff's counsel as attorney's fees in connection with the prosecution of
14 Plaintiff's non-PAGA claims against the Defendant). (Santiago Declaration, ¶8.)

15 Notably, the parties' Settlement Agreement is subject to and expressly conditioned upon the
16 Court's entry of an Order: (1) approving the settlement of Plaintiff's PAGA claims against the
17 Defendant and dismissing those claims with prejudice; and (2) dismissing Plaintiff's non-PAGA
18 claims against the Defendant with prejudice. (Santiago Declaration, ¶9.)

19 **IV. PLAINTIFF REQUESTS THE COURT'S APPROVAL OF THE PROPOSED**
20 **SETTLEMENT OF HIS PAGA CLAIMS, AS REQUIRED.**

21 The proposed settlement of Plaintiff's PAGA claims against the Defendant is fair and
22 reasonable in light of the following factors, among others: (a) Plaintiff's counsel has conducted
23 sufficient investigation of the facts underlying Plaintiff's claims that support Plaintiff's counsel's
24 conclusion that the proposed settlement of Plaintiff's PAGA claims is fair and reasonable (such
25 investigation and discovery have included, *inter alia*: engaging in numerous, detailed conversations
26 with Plaintiff regarding the underlying facts and the status of the parties' settlement discussions and
27 analyzing Plaintiff's paychecks and related documentation provided by Plaintiff); (b) any

1 settlement, including the proposed settlement in the Action, should take into consideration the time,
2 inconvenience and uncertainty of trial that are avoided by the settlement; (c) under Labor Code
3 §2699(i), allegedly aggrieved employees like Plaintiff are entitled to receive only 25% of any
4 PAGA settlement with the remaining 75% to be paid to the LWDA; (d) as explained in greater
5 detail in the Santiago Declaration at ¶¶11-12, the proposed settlement of Plaintiff's PAGA claims
6 for \$1,650 exceeds Plaintiff's counsel's evaluation of a fair and reasonable settlement of those
7 PAGA claims; and (e) as explained in greater detail in the Santiago Declaration at ¶¶16-21,
8 Plaintiff's counsel's background and experience support the conclusion that the proposed settlement
9 of Plaintiff's PAGA claims is fair and reasonable. (Santiago Declaration, ¶¶11-12 and 16-21).

10 Plaintiff requests the Court's approval of the proposed settlement of his PAGA claims in
11 accordance with Labor Code §2699(1)(2) which requires Court approval for every PAGA
12 settlement.¹ Labor Code §2699(1)(2) further requires that the proposed PAGA settlement be
13 submitted to the LWDA at the same time that it is submitted to the Court. Accordingly, Plaintiff's
14 counsel submitted copies of Plaintiff's Unopposed Motion and all related papers to the LWDA (via
15 online filing with the LWDA) immediately before filing those papers in the San Diego County
16 Superior Court. (Santiago Declaration, ¶22.) A true and correct copy of the email Plaintiff's
17 counsel received from the DIR PAGA Unit on behalf of the LWDA confirming his submission of
18 those papers to the LWDA earlier that day is attached to the Santiago Declaration as Exhibit 1.
19 (Santiago Declaration, ¶23.)

20 Plaintiff's counsel does not anticipate receiving any objection or other communication from
21 the LWDA regarding the relief requested herein. (Santiago Declaration, ¶24.) Plaintiff's counsel
22 will advise the Court whether he has received any such objection or other communication from the
23 LWDA during the hearing on this Unopposed Motion. (Santiago Declaration, ¶25.)

24 **V. NECESSITY FOR REQUESTED RELIEF**

25 Plaintiff respectfully submits that this Unopposed Motion is warranted in light of the

26
27 ¹ Labor Code §2699(1)(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 following factors, among others: (1) the parties are prepared to consummate their Settlement
2 Agreement immediately after the Court approves of the settlement of Plaintiff's PAGA claims and
3 dismisses those claims with prejudice; and (2) there is no just reason to delay the consummation of
4 the parties' Settlement Agreement. (Santiago Declaration, ¶13.)

5 Of note, Plaintiff is the only aggrieved employee affected by his PAGA claims against the
6 Defendant. (Santiago Declaration, ¶14). Accordingly, notice of the proposed settlement of
7 Plaintiff's PAGA claims and the dismissal of those claims as described herein is not required to be
8 provided to any other employee of Defendant.² (Santiago Declaration, ¶15).

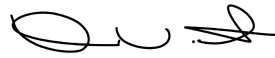
9 **VI. REQUESTED RELIEF**

10 For the foregoing reasons, Plaintiff respectfully requests that the Court enter an Order, *inter*
11 *alia*: (1) approving the settlement of Plaintiff's PAGA claims against the Defendant and dismissing
12 those claims with prejudice; (2) dismissing Plaintiff's non-PAGA claims against the Defendant with
13 prejudice; and (3) granting such additional relief as the Court deems just and appropriate. Plaintiff
14 respectfully files under separate cover a [Proposed] Order reflecting the relief requested herein.
15 Notably, Plaintiff has filed concurrently herewith under separate cover a Stipulation by the parties
16 calling for the Court to grant the relief requested herein. (Santiago Declaration, ¶26).

17 Dated: January 26, 2024

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

18 By:



19 Daniel V. Santiago, Esq.

20 Attorney for Plaintiff, Quintin N. Garcia

21
22
23
24
25 ² Even if there were aggrieved employees other than Plaintiff, notice to them would not be required. *See*,
26 *e.g.*, *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1122 (9th Cir. 2014) ("PAGA has no notice
27 requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action);
28 *O'Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016) ("PAGA does not require class
actions procedures, such as notice and opt-out rights."); and *Ochoa-Hernandez v. Cjaders Foods, Inc.*, 2010
WL 134077, at *5 (N.D. Cal. Apr. 2, 2010) ("Unnamed employees need not be given notice of the PAGA
claim, nor do they have the ability to opt-out of the representative PAGA claim.")