

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

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**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

**STIPULATION REGARDING THE
SETTLEMENT OF PLAINTIFF'S PAGA
CLAIMS AND DISMISSAL OF THOSE
CLAIMS WITH PREJUDICE**

IT IS HEREBY STIPULATED by and between the Plaintiff, Quintin N. Garcia, and the
Defendant, Gearld Deen Kent, by and through their respective undersigned counsel, that:

1. Plaintiff's claims against Defendant in this action arise from Defendant's alleged
failures, *inter alia*: (a) to pay Plaintiff all wages due and owing (including the applicable minimum
wages for all hours worked and overtime wages where appropriate) in violation of California Labor
Code ("Labor Code") §§204(a), 218.6, 510(a), 1194(a) and 1197 and IWC Wage Order No. 14-2001,
§4(A) and 4(B); (b) to provide Plaintiff with itemized wage statements accurately identifying, *inter
alia*, his total hours worked and regular rates of pay in violation of Labor Code §226(a); and (c) to
pay Plaintiff all wages due upon termination of his employment in violation of Labor Code §§201-
203.

2. Defendant denies all of the material allegations in Plaintiff's Complaint in this action and further denies any liability or wrongdoing whatsoever.

3. The Parties have executed a Confidential Settlement Agreement and Mutual Release of All Claims ("Settlement Agreement") reflecting their agreement to settle all of the Plaintiff's claims against the Defendant in this action.

4. The Settlement Agreement is expressly conditioned upon, *inter alia*, the San Diego County Superior Court's entry of an Order: (a) approving the settlement of Plaintiff's representative Private Attorneys General Act ("PAGA") claims against the Defendant (*all* of which Plaintiff has filed as representative of the State of California on behalf of himself as an allegedly aggrieved employee of the Defendant, and *none* of which Plaintiff has filed as representative of the State of California on behalf of other allegedly aggrieved employees of the Defendant); (b) dismissing with prejudice Plaintiff's PAGA claims against the Defendant; and (c) dismissing with prejudice Plaintiff's non-PAGA claims against the Defendant (such Order is hereinafter referred to as "Dismissal Order").

5. The terms of the Settlement Agreement include, *inter alia*:

(a) The Parties wish to avoid the expense of further proceedings and desire to resolve any and all claims that actually were alleged, or that could have been alleged, in this action, and Defendant denies and disputes all of Plaintiffs' alleged causes of action and allegations in this action.

(b) The Gross Settlement Amount of \$37,650 is to be distributed as follows: [i] \$1,650 is to be paid by Defendant in connection with the settlement of the Plaintiff's PAGA claims against the Defendant (more specifically, that sum consists of \$1,237.50 to be paid to the Labor and Workforce Development Agency ["LWDA"] and \$412.50 to be paid to the Plaintiff in connection with the settlement of Plaintiff's PAGA claims against the Defendant); and [ii] \$36,000 is to be paid by Defendant in connection with the settlement of the Plaintiff's non-PAGA claims against the

1 Defendant (more specifically, that sum consists of: \$12,000, less withholdings and deductions, to be
2 paid to the Plaintiff in settlement of his wage-related claims against the Defendant; \$6,000, without
3 any withholding or deductions, to be paid to the Plaintiff in settlement of her non-wage-related claims
4 against the Defendant; and \$18,000 to be paid to Plaintiff's counsel as attorney's fees in connection
5 with the prosecution of Plaintiff's non-PAGA claims against the Defendant).

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7 (c) This Stipulation may be executed in counterparts.

8 6. The parties agree and stipulate to the Court's entry of an Order: (a) approving the
9 settlement of Plaintiff's representative PAGA claims against the Defendant for \$1,650 (75% of which
10 or \$1,237.50 is to be paid to the "Labor and Workforce Development Agency" ["LWDA"] and 25%
11 of which or \$412.50 is to be paid to the Plaintiff) and dismissing those claims with prejudice; (b)
12 requiring Plaintiff's counsel, upon receipt of the settlement payments described in the Settlement
13 Agreement, to promptly transfer to the LWDA and Plaintiff their respective shares of the settlement
14 of Plaintiff's representative PAGA claims against the Defendant; and (c) dismissing Plaintiff's non-
15 PAGA claims against the Defendant with prejudice pursuant to the parties' Settlement Agreement.
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17 Dated: January 5, 2024

Respectfully submitted,

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19 By: 

20 Daniel V. Santiago, Esq.
21 Law Offices of Daniel V. Santiago, P.C.
22 Attorney for the Plaintiff, Quintin N. Garcia

23 Dated: January 5, 2024

Respectfully submitted,

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25 By: 

26 Sam G. Sherman, Esq.
27 Tencer Sherman
28 Attorney for the Defendant, Gearld Deen Kent