

SULLIVAN EMPLOYMENT LAW P.C.

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Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

DANNY MOYA , an individual, on behalf of
the State of California, as a private attorney
general, and on behalf of all others similarly
situated,

Plaintiff,

vs.

STUDENT MOVERS, INC., a California
Corporation; and DOES 1 TO 50.

Defendants.

Case No.: 30-2021-01183130-CU-OE-CXC

Assigned to Hon. Judge William Cluster

**STIPULATION TO SUBMIT
INDIVIDUAL CLAIMS TO
ARBITRATION, DISMISS WITHOUT
PREJUDICE THE CLASS AND
REPRESENTATIVE PAGA CLAIM,
AND NOT STAY THE CASE OR
RETAIN JURISDICTION**

Date Filed: February 8, 2017

Trial Date: None Set

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B. AN ARBITRATION AGREEMENT EXISTS THAT WAIVES CLASS AND REPRESENTATIVE CLAIMS, SENDING ALL INDIVIDUAL CLAIMS TO ARBITRATION

Plaintiff entered into an arbitration agreement which directed all claims to arbitration on an individual basis, and waived all class claims and representative claims like those brought under PAGA. (Ex. A to Sullivan Decl., 3.) The United States Court has recently held that the Federal Arbitration Act (FAA) provides that an arbitration agreement may waive class and representative action PAGA claims and require the arbitration of a plaintiff's individual claims, including his individual PAGA claim. *Viking River Cruises, Inc. v. Moriana*, the 596 U.S. ____ at *21 (2022). Thus, once those individual claims have sent to arbitration, there is no residual standing to bring representative claims for violations of the California Labor Code on behalf of other aggrieved employees due the effectiveness of the waiver contained in the arbitration agreement.

THEREFORE, the Parties hereby stipulate, and subject to the approval of this Court, that:

1. Plaintiff's class allegations shall be dismissed without prejudice. The dismissal of these class allegations is without prejudice as to the rights of any of the putative class members whom Plaintiff has been attempting to represent to date. In accordance with California Rule of Court, Rule 3.770, the dismissal of the uncertified class claims may be approved without notice being given to members of the proposed class because the dismissal would not prejudice any putative class members.

2. Plaintiff's PAGA allegations as to any other alleged aggrieved employee is dismissed without prejudice. The dismissal without prejudice of this representative action is without prejudice as to the rights of any of the allegedly aggrieved employees, and Plaintiff confirms he is not an aggrieved member under PAGA and will not pursue his PAGA claim.

3. Plaintiff's individual claims shall be submitted to arbitration, or will be resolved in a mutually agreeable settlement agreement.

1 4. The Parties shall bear their own costs, attorneys' fees, expenses, and
2 disbursements incurred in this action.

3 5. The Court shall not stay the case or retain jurisdiction over it.

4 Dated: __October 31__, 2022

SULLIVAN EMPLOYMENT LAW P.C.

6
7 By: 
8 Martin Sullivan, Esq.
9 *Attorneys for Plaintiff*

10 Dated: _____, 2022

Skanadore Reisdorph Law Office

11 By: _____
12 Deborah S. Reisdorph , Esq.
13 *Attorneys for Defendants*

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1 request for preliminary or final approval of the instant claims; and the terms of the individual
2 settlement agreement are reasonable.

3 7. **I Provided Notice of This Settlement to the LWDA.** I, on behalf of Plaintiff,
4 have notified the LWDA of the proposed dismissal of PAGA representative action claims due to
5 existence of representative action waiver. I electronically submitted a copy of this stipulation
6 and proposed order to the LWDA, a receipt of which is attached hereto as **Exhibit B**.

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct.

9 Executed this _October 31_____ 2022, at Los Angeles, California.

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14 MARTIN SULLIVAN
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