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10 Attorneys for Plaintiff  
11 Jesse Johnson

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

14 JESSE JOHNSON, an individual, individually  
15 and on behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 MAJCO LLC, dba BIG BRAND TIRE &  
19 SERVICE; and DOE 1 through and including  
20 DOE 10,

21 Defendants.

Case No: 25STCV10825

Location: Dept. 6

Judge: Hon. Elihu Berle

**DECLARATION OF PLAINTIFF'S  
COUNSEL DAVID GARRETT IN  
SUPPORT OF REQUEST FOR  
DISMISSAL OF CLASS ACTION  
COMPLAINT WITHOUT PREJUDICE  
AND PLAINTIFF'S CLAIMS WITH  
PREJUDICE**

Date: July 29, 2025

Time: 10:00 a.m.

Dept.: 6

Spring Street Courthouse  
312 North Spring Street  
Los Angeles, CA 90012

File Date: April 10, 2025

Trial Date: None Set

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1. I am an attorney at law duly authorized to practice law before all courts in the State of California. I am one of the attorneys for Plaintiff Jesse Johnson (“Johnson” or “Plaintiff”) with the firm of Harris & Ruble. Except as otherwise indicated below, I have personal knowledge of the following facts and could and would competently testify thereto if called as a witness in this action.

3. In the Lawsuit, Plaintiff alleged that Defendant failed to timely pay all wages due at termination; failed to provide accurate wage statements; failed to pay minimum wage and overtime compensation; failed to provide meal and rest breaks; and sought relief in the form of payment to him and others for wages, liquidated damages, statutory penalties and other relief based upon his work for Defendant. Defendant has always and continue to deny the allegations in the Lawsuit.

5. This firm has undertaken extensive investigation regarding the allegations in the Lawsuit. We have been engaged in ongoing discussions with counsel for Defendant. Defendant asserted the alleged late payment was not intentional and that there might be individual issues, e.g. that plaintiff might not be similarly situated to other employees so that it might be difficult for Plaintiff to achieve class

1 certification due to typicality. Based on the foregoing analysis, my ongoing discussions with counsel for  
2 Defendant regarding the case, the impact of the arbitration agreement and the three pending class and  
3 PAGA actions, and a detailed review of relevant documents, Plaintiff agreed to settle his claims with  
4 Defendant pursuant to an individual settlement agreement.

5 6. Pursuant to California Rule of Court, Rule 3.770, the total gross settlement of **\$29,500**  
6 (Twenty-Nine Thousand, Five Hundred Dollars) will be paid by Defendant to Plaintiff, in exchange for  
7 a general release of all individual claims, including a section 1542 waiver of unknown claims. As part  
8 of the settlement, Plaintiff agreed to seek the Court's approval to dismiss the action against Defendant in  
9 its entirety, with class and PAGA representative claims dismissed without prejudice.

10 7. As set forth in the settlement, a portion of the settlement will be allocated to attorneys' fees  
11 (\$7,790.91) and reimbursement of costs (\$1,709.09), as permitted under Labor Code section 1194.<sup>1</sup> The  
12 settlement is a fair result considering Plaintiff's potential continuing wage penalties and other alleged  
13 violations such as failure to provide payroll records, wage statements violations and missed breaks.<sup>2</sup>

14 8. Moreover, in light of the foregoing, Plaintiff decided that, due to this settlement and his  
15 personal needs and considerations, including the arbitration agreement and the three pending class and  
16 PAGA actions, he does not wish to continue with the matter and has agreed to dismiss his lawsuit. The  
17 settlement is intended to fully and fairly compensate Plaintiff for his claims. As discussed, Defendant  
18 vehemently dispute the allegations and would seek to enforce the arbitration agreement as to Plaintiff's  
19 individual claims and seek to consolidate the PAGA representative action with the three pending class  
20 and PAGA actions. For these reasons, the settlement sum is a fair compromise of Plaintiff's individual  
21 claims, with both sides bearing their owns costs.

22 9. This case has not yet been certified as a class action. There has been no formal discovery in  
23 this case.

24 10. Moreover, no prejudice will come to the class or aggrieved employees because there has

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25 <sup>1</sup> A true and correct copy of Plaintiff's cost statement is attached hereto as **Exhibit 1**.

26 <sup>2</sup> Plaintiff's alleged late penalties under Labor Code section 203 could be as high as \$15,000.  
27 Plaintiff has alleged violations of Cal. Lab. Code §§ 226 and 1198.5, which carry a penalty of \$750 each  
28 (\$1,500 total), along with alleged damages for meal breaks, missed breaks, and improper wage statement  
(\$50 per pay period). Plaintiff would be entitled to costs and attorney fees pursuant to Cal. Lab. Code  
§§ 218.5, 226, 1194. Therefore, this settlement is a fair and reasonable compromise.

1 been no publicity or communications to putative class members or employees regarding the matters set  
2 forth herein. This firm's website does not refer to the case and never has. Accordingly, no putative class  
3 members or aggrieved employees will suffer prejudice as a result of the settlement and dismissal of  
4 Plaintiff's case against Defendants. Furthermore, three pending class and PAGA actions seek to  
5 represent the putative class members or aggrieved employees who were sought to be represented in the  
6 Lawsuit.

7 11. To effectuate dismissal, which is conditioned upon court-approval, the Parties ask this Court  
8 to dismiss the class action complaint without prejudice. I have spoken to Plaintiff, and he understands  
9 that the dismissal without prejudice will not affect the claims of the other putative class members and  
10 aggrieved employees. Based upon the above, Plaintiff respectfully requests that the Court dismiss the  
11 case as requested.

12 12. My law firm prepared a proposed order regarding the present request for dismissal and had it  
13 filed concurrently herewith. The proposed settlement has been uploaded to the website for the Labor  
14 Workforce Development Agency ("LWDA"), pursuant to the Labor Code section 2698. A true and  
15 correct copy of the LWDA's acknowledgment of upload is attached hereto as **Exhibit 2**.

16 13. Plaintiff's Counsel has substantial experience in prosecuting class actions, including dozens  
17 of class actions involving the application of state and federal wage-and-hour laws over the past twenty  
18 years, including Sherman v. CLP Resources, Inc., Central District of California Case No. Case No. CV  
19 12-8080 GW (PLAx) consolidated with Case No. CV 12-8080 GW (PLAx); Villanueva v. Mesquite  
20 Prods., Los Angeles Superior Court Case No. 20STCV37538; Sanchez v. April 29, 1992, LLC, Los  
21 Angeles Superior Court Case No. 22STCV11399; Chookey v. Sears, Central District of California Case  
22 No. CV 12-2491-GW (MRWx); Irrgang v. BHC Films, Inc., Los Angeles Superior Court Case No.  
23 BC543984; Nall v. Diamond Supply, Los Angeles Superior Court Case No. BC527457; Gonzalez v.  
24 Thyssenkrupp, Los Angeles Superior Court Case No. BC568761; Alvarenga v. Insperity, Los Angeles  
25 Superior Court Case No. BC529803; Cociu v. David Yurman Retail, LLC., Los Angeles Superior Court  
26 Case No. BC604385; Turley v. Chipotle, San Francisco Superior Court Case No. CGC-15-544936;  
27 Petrosian v. Turn Around Communications, Inc., Los Angeles Superior Court Case No. 18STCV09026;  
28 Ramos v. Steele Water Cable, Inc., Los Angeles Superior Court Case No. BC694818; Altamirano v.

1 Chipotle, Alameda County Superior Court, Case No. RG17851392. He has represented employees in  
2 numerous labor-law disputes while at Harris & Ruble. E.g., Sandling v. Seraphim Films, Inc., Los  
3 Angeles Superior Court Case No. BC 537787; Graham v. Triumphant Films, Inc., Los Angeles Superior  
4 Court Case No. BC 539767; Wong v. Weatherford, Alameda Superior Court Case No. RG 12626790;  
5 Perryment v. Sky Chefs, Northern District of California Case No. 3:16-cv-04015-JD; Aravelo v. XPO  
6 Logistics, Inc., Los Angeles Superior Court Case No. BC529813; Natale v. Topanga Productions, Inc.,  
7 Los Angeles Superior Court Case No. BC599970; Price v. Autozone, Inc., United States District Court  
8 Case No. 2:15-CV-076622 (C.D. Cal.); Osorio v. AWGE LLC, United States District Court Case No.  
9 2:18-CV-01092 (C.D. Cal.); Arrieta v. Superstation, Inc., Los Angeles Superior Court Case No.  
10 BC676302; Dye v. Radford Studios, Inc., Los Angeles Superior Court Case No. BC663326; Luviano v.  
11 Multi Cable, Inc., United States District Court Case No. 2:15-CV-05592 (C.D. Cal.); Roach v. Red Bull  
12 Distribution, Inc., Los Angeles Superior Court Case No. BC663866; Crawford v. Sears Hometown and  
13 Outlet Store, Inc., Riverside Superior Court Case No. RIC1510091; Kleronomos v. E&S Ring Corp.,  
14 Los Angeles Superior Court Case No. BC625143; Dye v. Radford Studios, Inc., Los Angeles Superior  
15 Court Case No. BC663326; Wigersma v. Motion Theory, Inc., Los Angeles Superior Court Case No.  
16 BC531180; Sandling v. Seraphim Films, Inc., Los Angeles Superior Court Case No. BC 537787;  
17 Graham v. Triumphant Films, Inc., Los Angeles Superior Court Case No. BC 539767.

18 I declare under penalty of perjury that the foregoing is true and correct and that this declaration  
19 was executed on this 23<sup>rd</sup> day of June, 2025, at Los Angeles, California.

20 HARRIS & RUBLE

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23 *David Garrett*  
24 *Attorney for Plaintiff*

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**PROOF OF SERVICE**

I am over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 655 North Central Avenue, 17<sup>th</sup> Floor, Glendale, California 91203. On June 23, 2025, I served the within documents:

**DECLARATION OF PLAINTIFF'S COUNSEL IN SUPPORT OF SETTLEMENT AND REQUEST FOR DISMISSAL**

Electronic Service: I caused the above-entitled document(s) to be served by e-mail to:

Brier Setlur  
[bsetlur@lightgablerlaw.com](mailto:bsetlur@lightgablerlaw.com)  
LightGabler  
760 Paseo Camarillo, Suite 300  
Camarillo, CA 93010

U.S. Mail: I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

N/A

I declare under penalty of perjury that the above is true and correct. Executed on June 23, 2025, at Los Angeles, California.



Tom Brennan