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11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **IN AND FOR THE COUNTY OF SONOMA**
14

15 Richard Gonzales,

16 Plaintiff,

17 vs.

18 Clear Blue Energy Corporation and DOES 1-
19 25.

20 Defendants.
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Case No. SCV-273742

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S REQUEST FOR
DISMISSAL OF ENTIRE ACTION**

[Filed concurrently with Notice of Motion
and Motion Requesting Dismissal of Entire
Action; Declaration of Harris Emran, Esq. In
Support of Plaintiff's Request for Dismissal
of Entire Action; [Proposed] Order
Dismissing Entire Action]

Hearing Date:
Time: 3:00 PM
Dept: 17
Hon. Jane Gaskell

Complaint Filed: July 19, 2023
Trial Date: Not yet set

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1 **I. INTRODUCTION**

2 On April 13, 2023, Plaintiff Richard Gonzales (“Plaintiff”), by and through his counsel, provided
3 the Labor Workforce and Development Agency (“LWDA”) written notice by online filing and
4 Defendants via certified mailing of specific provisions of Lab. Code §§ 2699 et seq. alleged to be
5 violated including the facts and theories to support the alleged violation (the “PAGA Notice”).
6 Declaration of Harris Emran, Esq. (Emran Decl.) ¶ 3.

7 On July 19, 2023, after the LWDA declined to investigate Plaintiff’s alleged violations, Plaintiff
8 brought individual wage and hour claims and a representative PAGA claim against Defendants
9 CLEAR BLUE ENERGY CORPORATION, and DOES 1-25 (“Defendants”) alleging twelve causes
10 of action 1) for Violation of Prevailing Wage Laws on Public Works Projects; 2) For Unfair
11 Competition; 3) For Failure to Pay Minimum Wages; 4) For Failure to Reimburse Business
12 Expenses; 5) For Failure to Pay Wages When Due; 6) For Failure to Provide Accurate, Itemized
13 Wage Statements; 7) For Failure to Pay Overtime Compensation; 8) For Failure to Provide Required
14 Meal Periods; 9) For Failure to Provide Rest Periods; 10) Retaliation; 11) Wrongful Termination;
15 and 12) For Recovery of Civil Penalties under the Labor Code Private Attorneys General Act (Cal.
16 Lab. Code § 2698, et. seq.). Emran Decl. ¶ 4.

17 On October 10, 2023, after meeting and conferring, the Plaintiff and Defendants (the “Parties”)
18 executed a Joint Stipulation to arbitrate Plaintiff’s individual claims and individual PAGA Claims
19 pursuant to his Arbitration Agreement claims. Emran Decl. ¶ 5. Ex. A to Emran Decl.

20 Between October 2023 and December 2025, the Parties arbitrated Plaintiff’s individual claims
21 with the American Arbitration Association, Case No. 01-24-0004-4436. Emran Decl. ¶ 6.

22 On December 9, 2025, the Parties participated in a full day mediation with Ms. Kristin Rizzo, an
23 experienced full-time neutral with Judicate West. Emran Decl. ¶ 7. The Parties’ Settlement is the
24 final product of mediation, extensive discussions at mediation, and Ms. Rizzo’s proposal at the
25 conclusion of mediation. Emran Decl. ¶ 7; Ex. B to Emran Decl.

26 Although Plaintiff will receive consideration in exchange for his dismissal, with prejudice, of his
27 individual wage and hour claims and individual PAGA claim, Plaintiff did not and will not receive
28 consideration for the dismissal of the representative PAGA claim. Emran Decl. ¶ 8. See Ex. B to

1 Emran Decl.

2 On January 12, 2026, Plaintiff submitted a copy of the proposed settlement for Plaintiff's
3 individual claims to the LWDA. Emran Decl. ¶ 11; Ex. C to Emran Decl. At the same time of this
4 filing, Plaintiff submitted this Request for Dismissal of Entire Action to the LWDA. Emran Decl. ¶
5 12; Ex. C to Emran Decl. To the extent Plaintiff is provided a hearing date for this Motion after the
6 submission to the LWDA, Plaintiff's counsel represents an amended Notice will be provided and
7 submitted to Defendant and the LWDA providing notice of the above hearing date. Emran Decl. ¶
8 13.

9 Pursuant to Labor Code § 2699(s), Plaintiff seeks the Court's approval of individual settlement
10 and dismissal of the PAGA claim as the Parties did not settle the representative claim.

11 **II. FACTUAL BACKGROUND**

12 **A. PLAINTIFF'S CONTENTIONS**

13 Defendants own and operate construction contracts for public works projects throughout the
14 State of California. Complaint ¶ 10. Defendants employed Plaintiff as an Inside Wireman between
15 October 2021 through December 2022. Complaint ¶ 10. Plaintiff contends Defendants committed
16 numerous wage and hour violations against Plaintiff and other Aggrieved Employees, specifically
17 1) for Violation of Prevailing Wage Laws on Public Works Projects; 2) For Unfair Competition; 3)
18 For Failure to Pay Minimum Wages; 4) For Failure to Reimburse Business Expenses; 5) For Failure
19 to Pay Wages When Due; 6) For Failure to Provide Accurate, Itemized Wage Statements; 7) For
20 Failure to Pay Overtime Compensation; 8) For Failure to Provide Required Meal Periods; 9) For
21 Failure to Provide Rest Periods; 10) Retaliation; 11) Wrongful Termination; and 12) For Recovery
22 of Civil Penalties under the Labor Code Private Attorneys General Act (Cal. Lab. Code § 2698, et.
23 seq.). Emran Decl. ¶ 4.

24 **B. PROCEDURAL HISTORY**

25 On April 13, 2023, Plaintiff provided the Labor Workforce and Development Agency
26 ("LWDA") written notice by online filing and Defendants via certified mailing of specific
27 provisions of Lab. Code §§ 2699 et seq. alleged to be violated including the facts and theories to
28 support the alleged violation. Emran Decl. ¶ 3; The LWDA did not provide any notice of its intent

1 to investigate the alleged violation within 65 calendar days of the postmark date of the PAGA
2 Notice. Emran Decl. ¶ 4.

3 On July 19, 2023, Plaintiff, by and through his counsel, filed a Complaint against Defendants
4 alleging twelve causes of action 1) for Violation of Prevailing Wage Laws on Public Works Projects;
5 2) For Unfair Competition; 3) For Failure to Pay Minimum Wages; 4) For Failure to Reimburse
6 Business Expenses; 5) For Failure to Pay Wages When Due; 6) For Failure to Provide Accurate,
7 Itemized Wage Statements; 7) For Failure to Pay Overtime Compensation; 8) For Failure to Provide
8 Required Meal Periods; 9) For Failure to Provide Rest Periods; 10) Retaliation; 11) Wrongful
9 Termination; and 12) For Recovery of Civil Penalties under the Labor Code Private Attorneys
10 General Act (Cal. Lab. Code § 2698, et. seq.). Emran Decl. ¶ 4.

11 On October 10, 2023, after meeting and conferring, the Plaintiff and Defendants (the
12 “Parties”) executed a Joint Stipulation to arbitrate Plaintiff’s individual claims and individual PAGA
13 Claims pursuant to his Arbitration Agreement claims. Emran Decl. ¶5; Ex. A to Emran Decl.
14 Between October 2023 and December 2025, the Parties arbitrated Plaintiff’s individual claims with
15 the American Arbitration Association, Case No. 01-24-0004-4436. Emran Decl.¶ 6.

16 On December 9, 2025, the Parties participated in a full day mediation with Ms. Kristin Rizzo,
17 an experienced full-time neutral with Judicate West. Emran Decl. ¶ 7. The Parties’ Settlement is the
18 final product of mediation, extensive discussions at mediation, and Ms. Rizzo’s proposal at the
19 conclusion of mediation. Emran Decl. ¶ 7; Ex. B to Emran Decl.

20 Defendant has shown Plaintiff’s alleged complaints were individualized and therefore not
21 likely capable of satisfying a PAGA judgment. Emran Decl. ¶ 9. Defendants provided evidence that
22 they maintained compliant written policies related to Plaintiff’s claims. Emran Decl. ¶ 9. Therefore,
23 the Parties have agreed to a settlement of only Plaintiff’s individual claims and include a release of
24 Plaintiff’s ability to stand as a PAGA representative. Emran Decl. ¶ 9.

25 Although Plaintiff will receive consideration in exchange for his dismissal, with prejudice,
26 of his individual wage and hour claims and individual PAGA claim, Plaintiff did not and will not
27 receive consideration for the dismissal of the representative PAGA claim. Emran Decl. ¶ 8; Ex. B
28 to Emran Decl. On January 12, 2026, Plaintiff submitted provided the LWDA with a copy of the

1 proposed settlement for Plaintiff's individual claims. Emran Decl. ¶ 12; Ex. C to Emran Decl. At
2 the same of this filing, Plaintiff provided the LWDA with notice of this Request for Dismissal
3 hearing by submitting a copy of this Motion and all corresponding documents to the LWDA website.
4 Emran Decl. ¶ 13; Ex. C to Emran Decl.

5 **III. SUMMARY OF SETTLEMENT AGREEMENT**

6 **A. SETTLEMENT TERMS**

7 The Parties have agreed upon entry of the Order dismissing Plaintiff's individual claims with
8 prejudice and representative PAGA Cause of Action without prejudice, Defendants shall pay
9 Plaintiff the total gross sum of [REDACTED] (the
10 "Settlement Payment") in full compromise and settlement of all individual claims released herein
11 by Plaintiff. Ex. B to Emran Decl., Section A, C.

12 **B. PLAINTIFF'S INDIVIDUAL GENERAL RELEASE OF CLAIMS**

13 The Parties have agreed, upon entry of the Order dismissing Plaintiff's individual claims
14 with prejudice and Plaintiff's PAGA Cause of Action without prejudice, in exchange for the
15 consideration set forth in the Settlement Agreement, Plaintiff, for himself and for his heirs,
16 executors, administrators, successors and assigns, hereby releases, acquits and forever discharges
17 the Released Parties from:

18 *"State and Federal anti-discrimination, anti-harassment and anti-retaliation statutes, such*
19 *as Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act*
20 *of 1866, and Executive Order 11,246, which prohibit discrimination and harassment based*
21 *on race, color, national origin, religion, or sex; the Equal Pay Act, which prohibits paying*
22 *men and women unequal pay for equal work; the Americans with Disabilities Act and*
23 *Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based*
24 *on disability; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., which*
25 *prohibits discrimination based on age, and any other federal, state, or local laws prohibiting*
26 *employment harassment, discrimination and retaliation, such as the California Fair*
27 *Employment and Housing Act, which prohibits discrimination based on race, color, national*
28 *origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, or*
sexual orientation, and retaliation for participating in protected activity. State and Federal labor and employment laws, such as the California Labor Code, which
codifies laws related to minimum wage, overtime and double time, leaves of absence, paid
and unpaid leave, recordkeeping requirements, and other aspects of the employer-employee
relationship; the Fair Labor Standards Act of 1993, which requires regulates wage and hour
matters; the Family and Medical Leave Act of 1993, which requires employers to provide
leaves of absence under certain circumstances; and any other federal laws relating to

1 employment, such as veterans' reemployment rights laws and the Employee Retirement
2 Income Security Act of 1974, which, among other things, regulates employee benefits.

3 *Other laws*, such as federal or state laws restricting an employer's right to terminate an
4 employee's employment, or otherwise regulating employment; any federal, state, or local
5 law enforcing express or implied employment contracts or requiring an employer to deal
6 with employees fairly or in good faith; any other federal, state, or local laws providing
7 recourse for alleged wrongful discharge, tort, physical or personal injury, emotional distress,
8 fraud, negligent misrepresentation, defamation, and similar or related claims, any claims
9 related to California Labor Code sections 200 et seq. or otherwise concerning salary,
10 commissions, compensation, meal and/or rest breaks, benefits and other matters, and any
11 claims concerning any applicable California Industrial Welfare Commission order, and any
12 federal, state or local laws concerning employee leave rights, such as, but not limited to, the
13 California Family Rights Act.

14 Ex. B Emran Decl., Section II(H)(2).

15 Plaintiff's Settlement additionally includes a Cal. Civ. Code § 1542 waiver for all unknown
16 claims against Releasees and a waiver of Plaintiff's right to serve as a class representative in a class
17 or collective action. Ex. B Section II(H)(2)-(3) to Emran Decl. The Parties Settlement Agreement
18 does not purport to release any PAGA claims on behalf of the State of California, the LWDA, or
19 any Aggrieved Employees. Ex. B to Emran Decl.

20 IV. LEGAL ANALYSIS

21 Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of
22 other current or former employees to recover civil penalties for Labor Code violations. *Iskanian v.*
23 *CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380. A judgment [or Court-approved
24 settlement] in a PAGA action binds all those, including nonparty aggrieved employees, who would
25 be bound by a judgment in an action brought by the government. *Id.* at 381.

26 Based on the California Supreme Court's holdings in *Arias v. Superior Court* (2009) 46
27 Cal.4th 969 and *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, there is
28 no requirement under PAGA for Plaintiff to establish the requirements of class certification (i.e.,
numerosity, typicality, commonality, and adequacy) nor is there the usual two-step preliminary and
final approval process as found in class actions. Rather, a PAGA settlement merely requires a one-
step review and approval by the Court. *Id.*

Under Labor Code § 2699(s), the Parties must obtain approval of their PAGA settlement
from the Court. Pursuant to Labor Code Section 2699(e)(1), the Court has wide discretion regarding

1 the amount of the PAGA penalty (See also *Thurman v. Bayshore Transit Management* (2012) 203
2 Cal.App.4th 1112, 1136 [standard of review is abuse of discretion].) The primary objective of a
3 PAGA action “is to supplement enforcement actions by public agencies, which lack adequate
4 resources to bring all such actions themselves.” *Arias v. Superior Court* (2009) 46 Cal.4th 969, 980-
5 981, 986. “Restitution is not the primary object of a PAGA action, as it is in most class actions.”
6 *Franco v. Athens Disposal Co., Inc.* (2009) 171 Cal.App.4th 1277, 1300 (emphasis added). Rather,
7 a PAGA action is “fundamentally a law enforcement action designed to protect the public and
8 penalize the employer for past illegal conduct.” *Id.* Prior to the enactment of PAGA, the California
9 Legislature determined that it lacked adequate financing to enforce California labor laws and in
10 order “to achieve maximum compliance with state labor laws,” it declared that it was in the public
11 interest to allow employees, acting as private attorneys general, to recover civil penalties that
12 otherwise would have been assessed and collected by the LWDA. *Arias*, 46 Cal.4th at 980-981.

13 Labor Code § 2699(s) provides that the Superior Court shall review and approve any
14 settlement of any civil action filed pursuant to the PAGA. Although PAGA actions bear a superficial
15 resemblance to a type of class action, there are several factors distinguishing representative PAGA
16 actions and class actions. First a representative action under PAGA is fundamentally a law
17 enforcement action designed to protect the public and penalize the employer for past illegal conduct.
18 See *Franco v. Athens Disposal Co., Inc.*, (2009) 171 Cal. App. 4th 1277, 1300. The purpose is not
19 to collect damages on behalf of other employees or provide restitution to victims of Labor Code
20 violations. *Id.* (“Restitution is not the primary object of a PAGA action, as it is in most class
21 actions.”). Moreover, there is no requirement that the Court apply the same level of scrutiny in
22 approving a PAGA settlement as it does with class actions. Indeed, the California Supreme Court
23 has held that an employee who sues an employer under the PAGA need not satisfy class action
24 requirements. *Arias*, 46 Cal. 4th at 974. For example, “PAGA has no notice requirements for
25 unnamed aggrieved employees, nor may such employees opt out of a PAGA action.” *Baumann v.*
26 *Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1122 (9th Cir. 2014).

27 **A. PLAINTIFF SUBMITTED A COPY OF SETTLEMENT TO THE LWDA**

28 On January 12, 2026, Plaintiff submitted provided the LWDA with a copy of the proposed

1 settlement for Plaintiff's individual claims. Emran Decl. ¶ 12; Ex. C to Emran Decl. At the same of
2 this filing, Plaintiff provided the LWDA with notice of this Request for Dismissal hearing by
3 submitting a copy of this Motion and all corresponding documents to the LWDA website. Emran
4 Decl. ¶ 13; Ex. C to Emran Decl. To the extent Plaintiff is later provided a hearing reservation,
5 Plaintiff's counsel will provide both Defendant and the LWDA with notice of the scheduled hearing
6 date Emran Decl. ¶ 13.

7 **B. THE PARTIES DID NOT SETTLE THE REPRESENTATIVE PAGA CLAIM**

8 Defendants have shown Plaintiff's alleged complaints were individualized and therefore not
9 likely capable of satisfying a PAGA judgment. Emran Decl. ¶ 9. Defendants provided evidence that
10 they maintained compliant written policies related to Plaintiff's claims. Emran Decl. ¶ 9. Therefore,
11 the Parties have agreed to a settlement of only Plaintiff's individual claims and include a release of
12 Plaintiff's ability to stand as a PAGA representative. Emran Decl. ¶ 9.

13 Although Plaintiff will receive consideration in exchange for his dismissal, with prejudice,
14 of his individual wage and hour claims and individual PAGA claim, Plaintiff did not and will not
15 receive consideration for the dismissal of the representative PAGA claim. Emran Decl. ¶ 8; Ex. B
16 to Emran Decl.

17 No notice to any allegedly aggrieved employees Plaintiff purports to represent has been
18 provided. Emran Decl. ¶ 10. Accordingly, the Court may dismiss the Action without notice to any
19 purported aggrieved employees if the Court finds that the dismissal will not prejudice them. Emran
20 Decl. ¶ 10. No prejudice will result to any allegedly aggrieved employee or the State of California
21 in the absence of notice. Emran Decl. ¶ 11. No consideration, direct or indirect, is being given for
22 the dismissal of the representative claims, without prejudice. Emran Decl. ¶ 11.

23 **C. PLAINTIFF'S INDIVIDUAL SETTLEMENT IS FAIR, ADEQUATE, AND**
24 **REASONABLE**

25 Between October 2023 and December 2025, the Parties arbitrated Plaintiff's individual claims
26 with the American Arbitration Association, Case No. 01-24-0004-4436. Emran Decl. ¶ 6. Plaintiff's
27 individual settlement is a result of a full day mediation with Ms. Kristin Rizzo, an experienced full-
28 time neutral with Judicate West. Emran Decl. ¶ 7. The Parties' Settlement is the final product of

1 mediation, extensive discussions at mediation, and Ms. Rizzo's proposal at the conclusion of
2 mediation. Emran Decl. ¶ 7. Ex. B to Emran Decl.

3 Defendants provided evidence that Plaintiff's alleged complaints were individualized and
4 therefore not likely capable of satisfying a PAGA judgment. Emran Decl. ¶ 9. Defendants provided
5 evidence that they maintained compliant written policies related to Plaintiff's claims. Emran Decl.
6 ¶ 9. Therefore, the Parties have agreed to a settlement of only Plaintiff's individual claims and
7 include a release of Plaintiff's ability to stand as a PAGA representative. Emran Decl. ¶ 9.

8 Plaintiff's individual Settlement Payment is fair and reasonable considering the probability
9 of recovery in this matter and merits of Plaintiff's individual claims only. Emran Decl. ¶ 14. Here,
10 both Parties' counsel have extensive experience in employment and wage and hour litigation and
11 conducted an extensive investigation of the factual allegations involved in this case. Emran Decl. ¶
12 14. Each side has apprised the other, informally of their respective factual contentions, legal theories
13 and defenses, resulting in extensive arms-length negotiations taking place among the Parties. Emran
14 Decl. ¶ 14.

15 **V. CONCLUSION**

16 Based on the foregoing, the Parties respectfully request the Court grant this Motion and enter
17 an order dismissing: 1) Plaintiff's representative PAGA Claim *without prejudice*; 2) Plaintiff's
18 individual PAGA Claim *with prejudice*; and 3) Plaintiff's individual wage and hour claims *with*
19 *prejudice*.

21 **EMRAN LAW FIRM P.C.**

24 Dated: January 12, 2026

By: Harris Emran
Harris Emran
Attorney for Plaintiff and other Aggrieved
Employees