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Isaac Magallon and Deandre Rivera

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF CONTRA COSTA

ISAAC MAGALLON, an individual,
DEANDRE RIVERA, an individual, and in a
representative capacity on behalf of the State
of California and other Aggrieved Employees,

Plaintiff,

vs.

GENO'S AUTO BODY COLLISION, INC., a
California corporation; GENO'S AUTO
BODY COLLISION CENTER, INC., a
California corporation; GENO'S AUTO
BODY, INC., a California corporation, ADP
TOTALSOURCE DE IV, INC., a Delaware
corporation, and DOES 1-15, inclusive,

Defendants.

Case No. C26-01567

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

*[Filed concurrently with Notice of Motion
and Motion Requesting Dismissal of Entire
Action; Declaration of Kaitlin Martinez,
Esq. In Support of Plaintiffs' Request for
Dismissal of Entire Action; [Proposed]
Order Dismissing Entire Action]*

Complaint Filed: May 13, 2026
Trial Date: Not yet set

Hearing Date:
Time:
Dept: 16
Hon. Benjamin T. Reyes II

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1 **I. INTRODUCTION**

2 On March 2, 2026, Plaintiffs, by and through their counsel, provided the Labor Workforce and
3 Development Agency (“LWDA”) written notice by online filing and Defendants via certified
4 mailing of specific provisions of Lab. Code §§ 2699 et seq. alleged to be violated including the facts
5 and theories to support the alleged violation (the “PAGA Notice”). Declaration of Kaitlin Martinez
6 (“Martinez Decl.”) ¶ 3.

7 On May 7, 2026, Plaintiffs filed the above-entitled action against Defendant alleging violations
8 of the California Labor Code including: 1) Failure to Provide Rest Periods; 2) Failure to Provide
9 Meal Periods; 3) Failure to Pay Overtime Wages; 4) Failure to Provide Accurate Itemized Wage
10 Statements; 5) Failure to Provide Wages When Due; 6) Failure to Reimburse Business Expenses; 7)
11 Retaliation in Violation of Cal. Lab. Code § 246.5; 8) Wrongful Termination; and 9) Violation of
12 the Private Attorneys General Act, Labor Code §2698, *et seq.* Martinez Decl. ¶ 4.

13 Between May and August 2026, the parties extensively met and conferred discussing the parties’
14 positions, discussions about Defendants’ informally produced documents including payroll records,
15 personnel documents, daily time records, counseling records, performance reviews, and related files
16 for Plaintiffs Isaac Magallon and Deandre Rivera. Martinez Decl. ¶ 5. Ultimately, through these
17 discussions and document disclosures, the parties reach a settlement of Plaintiffs’ individual claims
18 only. Martinez Decl. ¶ 5. Although Plaintiffs will receive consideration in exchange for their
19 dismissal, *with prejudice*, of their individual wage and hour claims and individual PAGA claim,
20 Plaintiffs did not and will not receive consideration for the dismissal of the representative PAGA
21 claim *without prejudice*. Martinez Decl. ¶ 5. **Ex. A** to Martinez Decl.

22 Dismissal of the representative PAGA claim is warranted in light of the Parties settling Plaintiffs’
23 individual claims only. Martinez Decl. ¶ 6. Pursuant to Labor Code § 2699(s), Plaintiff seeks the
24 Court’s approval of dismissal of the PAGA claim as the Parties did not settle the representative
25 claim.

26 **II. FACTUAL BACKGROUND**

27 **A. PLAINTIFF’S CONTENTION**

28 On March 2, 2026, Plaintiffs, by and through their counsel, provided the Labor Workforce and

1 Development Agency (“LWDA”) written notice by online filing and Defendants via certified
2 mailing of specific provisions of Lab. Code §§ 2699 et seq. alleged to be violated including the facts
3 and theories to support the alleged violation (the “PAGA Notice”). Martinez Decl. ¶ 3.

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5 of the California Labor Code including: 1) Failure to Provide Rest Periods; 2) Failure to Provide
6 Meal Periods; 3) Failure to Pay Overtime Wages; 4) Failure to Provide Accurate Itemized Wage
7 Statements; 5) Failure to Provide Wages When Due; 6) Failure to Reimburse Business Expenses;
8 7) Retaliation in Violation of Cal. Lab. Code § 246.5; 8) Wrongful Termination; and 9) Violation
9 of the Private Attorneys General Act, Labor Code §2698, *et seq.* Martinez Decl. ¶ 4. Plaintiffs’
10 Complaint alleges their wage and hour violations arose as a result of their position as auto body
11 painters, the nature and constraints of their position, and their inability to break in the middle of
12 paint assignments. Complaint ¶ 30. Plaintiffs individually alleged the wage and hour causes of issue
13 in addition to retaliation and wrongful termination after taking protected sick time off from work.
14 Complaint ¶ 29-60.

15 **B. PROCEDURAL HISTORY**

16 On March 2, 2026, Plaintiffs, by and through their counsel, provided the Labor Workforce and
17 Development Agency (“LWDA”) written notice by online filing and Defendants via certified
18 mailing of specific provisions of Lab. Code §§ 2699 et seq. alleged to be violated including the facts
19 and theories to support the alleged violation (the “PAGA Notice”). Martinez Decl. ¶ 3.

20 On May 7, 2026, Plaintiffs filed the above-entitled action against Defendant alleging violations
21 of the California Labor Code including: 1) Failure to Provide Rest Periods; 2) Failure to Provide
22 Meal Periods; 3) Failure to Pay Overtime Wages; 4) Failure to Provide Accurate Itemized Wage
23 Statements; 5) Failure to Provide Wages When Due; 6) Failure to Reimburse Business Expenses; 7)
24 Retaliation in Violation of Cal. Lab. Code § 246.5; 8) Wrongful Termination; and 9) Violation of
25 the Private Attorneys General Act, Labor Code §2698, *et seq.* Martinez Decl. ¶ 4.

26 Between May and August 2026, the parties extensively met and conferred discussing the parties’
27 positions, discussions about Defendants’ informally produced documents including payroll records,
28 personnel documents, daily time records, counseling records, performance reviews, and related files

1 for Plaintiffs Isaac Magallon and Deandre Rivera. Martinez Decl. ¶ 5. Ultimately, through these
2 discussions and document disclosures, the parties reach a settlement of Plaintiffs' individual claims
3 only. Martinez Decl. ¶ 5. Although Plaintiffs will receive consideration in exchange for their
4 dismissal, *with prejudice*, of their individual wage and hour claims and individual PAGA claim,
5 Plaintiffs did not and will not receive consideration for the dismissal of the representative PAGA
6 claim *without prejudice*. Martinez Decl. ¶ 5. Dismissal of the representative PAGA claim is
7 warranted in light of the Parties settling Plaintiffs' individual claims only. Martinez Decl. ¶ 6.

8 Defendants showed that Plaintiffs alleged violations were individualized in light of both
9 Plaintiffs being subject to several disciplinary actions including counseling records, write ups, and
10 performance improvement plans. Martinez Decl. ¶ 7. Plaintiffs were subjected to a higher level of
11 scrutiny, oversight, and communication from Defendants that other employees were not subjected
12 to. Martinez Decl. ¶ 7. Therefore, Defendant argued that Plaintiffs' claims were unique and
13 individualized from that of the rest of the Aggrieved Employees. Martinez Decl. ¶ 7.

14 Defendants' timecard data additionally showed Plaintiffs were provided compliant meal periods
15 which lasted at least 30 minutes, and typically an hour long. Martinez Decl. ¶ 8. Defendants
16 additionally provided evidence of Plaintiffs both accruing and using protected sick time during their
17 employment without repercussion, suspension, or other adverse employment action. Martinez Decl.
18 ¶ 8. Because of Defendant's position that Plaintiffs' claims were not representative of the Aggrieved
19 Employees, this jeopardized Plaintiffs' ability to stand as representative for the Aggrieved
20 Employees. Martinez Decl. ¶ 8. Defendants further represented their ability to provide testimony
21 from other Aggrieved Employees disproving Plaintiffs' representative claim. Martinez Decl. ¶ 8.
22 This additionally helped maintain Plaintiffs' demand for their individual damages in a strong
23 position due to the documentary evidence in their possession and provided at mediation which
24 supported their claim for unreimbursed cell phone use and off-the-clock contact. Martinez Decl. ¶
25 8. These issues were unique to Plaintiffs' as a result of their as previous disciplinary action. Martinez
26 Decl. ¶ 8.

27 Plaintiffs were unable to obtain any witnesses or other evidence to rebut Defendants' contention
28 that the other Aggrieved Employees were not subject to similar constraints and did not suffer similar

violations as them. Martinez Decl. ¶ 9.

Defendants additionally made representations about their operations and financial ability to fund any sort of large settlement. Martinez Decl. ¶ 10. Defendants recently closed operations of one of their body shops as a result of the financial costs and stress on company. Martinez Decl. ¶ 10. Defendants are a family-owned operation that would be forced into bankruptcy in having to defend a large lawsuit. Martinez Decl. ¶ 10. Taking Defendants' small operations into consideration would avoid the possibility of Defendants declaring bankruptcy which would result in the State of California and the other Aggrieved Employees receiving nothing at all. Martinez Decl. ¶ 10. Unfortunately, Plaintiffs' counsel has experienced similar situations in which after reaching a settlement agreement the defendant files for bankruptcy. Martinez Decl. ¶ 10.

Defendants have shown Plaintiffs' alleged complaints were individualized and therefore not likely capable of satisfying a PAGA judgment. Martinez Decl. ¶ 11. Therefore, the Parties have agreed to a settlement of only Plaintiffs' individual claims and include a release of Plaintiffs' ability to stand as a PAGA representative. Martinez Decl. ¶ 11. Pursuant to Labor Code § 2699(s), Plaintiffs seek the Court's approval of individual settlement and dismissal of the PAGA claim as the Parties did not settle the representative claim. Martinez Decl. ¶ 2.

At the same of this filing, Plaintiffs provided the LWDA with notice of this Request for Dismissal hearing by submitting a copy of this Motion and all corresponding documents to the LWDA website. Martinez Decl. ¶ 14; **Ex. B** to Martinez Decl.

III. SUMMARY OF SETTLEMENT AGREEMENT

A. SETTLEMENT TERMS

The Parties have agreed upon entry of the Order dismissing Plaintiffs' individual claims with prejudice and representative PAGA Cause of Action without prejudice, Defendants shall pay Plaintiffs, jointly, the total gross sum of Forty Thousand Dollars and Zero Cents (\$40,000.00) (the "Settlement Payment") in full compromise and settlement of all individual claims released herein by Plaintiff. **Ex. A** to Martinez Decl., Section 3.

B. PLAINTIFFS' RELEASE OF CLAIMS

At the same of this filing, Plaintiff provided the LWDA with notice of this Request for Dismissal

1 hearing by submitting a copy of this Motion and all corresponding documents to the LWDA website.
2 Martinez Decl. ¶ 14; **Ex. B** to Martinez Decl.

3 The Parties have agreed, upon entry of the Order dismissing Plaintiffs' individual claims
4 *with prejudice* and Plaintiffs' PAGA Cause of Action *without prejudice*, in exchange for the
5 consideration set forth in the Settlement Agreement, Plaintiffs knowingly, voluntarily release and
6 forever discharge the Employer and Released Parties from any claims alleged:

7 “(a) arising out of, in connection with, or in any way related to Employees’ application for
8 employment with the Employer, employment with the Employer and/or the termination of
9 Employees’ employment from the Employer; and (b) in connection with any term or
10 condition of Employees’ employment with the Employer, including but not limited to any
11 and all compensation, salaries, wages, minimum wage, overtime, holiday pay, bonuses,
12 commissions, pay, allowances, monies, meal and rest period violations or premiums, off the
13 clock work, expenses/reimbursements, wage statements, employee benefits, sick/vacation
14 pay, severance pay, retention pay, paid leave benefits, any other wage and hour related
15 claims, and any other benefits, penalties, interest, damages, and promises related to the same.
16 Without limiting the foregoing, and by way of examples only, the Released Claims also
17 extend to any and all claims for alleged (a) violation of the National Labor Relations Act
18 (NLRA) (to the extent permitted by law), Title VII of the Civil Rights Act (Title VII), the
19 Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment
20 Act (ADEA), the Older Worker Benefit Protection Act (OWBPA), the Employee Retirement
21 Income Security Act (excluding vested benefits) (ERISA); the Rehabilitation Act, the
22 Occupational Safety and Health Act (OSHA), the Consolidated Omnibus Budget
23 Reconciliation Act of 1985 (COBRA), the Fair Labor Standards Act (FLSA), the Family and
24 Medical Leave Act (FMLA), the California Family Rights Act (CFRA), the Worker
25 Adjustment and Retraining Notification Act (federal and California), the California Fair
26 Employment and Housing Act (FEHA), the Unfair Business Practices Act/Unfair
27 Competition Law (UCL); the California Labor Code, the California Government Code, the
28 California Civil Code, the applicable California Wage Order(s), and the California Private
Attorneys General Act (to the extent permitted by law) (all as amended); (b) discrimination
or harassment on the basis of any protected status, such as race, color, ancestry, national
origin (including language use restrictions), citizenship, religious creed (including religious
dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and
medical conditions related to pregnancy, childbirth or breastfeeding), marital status,
domestic partnership status, sexual orientation, gender, gender identity or gender expression,
veteran status, military status, political affiliation, family care or medical leave status or the
denial of family and medical care leave, age, physical or mental disability (including HIV
and AIDS), medical condition (including cancer and genetic characteristics), genetic
information, or any other basis protected by applicable federal, state or local law, rule,
ordinance or regulation; (c) any whistleblower or retaliation claims on the basis of any
protected activity or other protected basis; (d) breach of any express or implied promise,
contract or agreement (express or implied), or breach of the implied covenant of good faith
and fair dealing; (e) any tort or common law claims, including wrongful discharge,
intentional or negligent infliction of emotional distress, negligence, fraud, misrepresentation,

1 defamation, interference with prospective economic advantage, or other tort or common law
2 actions; (f) claims for misclassification, wage and hour, or other claims related to hours,
3 conditions, or compensation related to work; and (g) any other violation of local, state, or
4 federal law, constitution, statute, regulation or ordinance, public policy, contract, or tort or
5 common law claim, whether for legal or equitable relief, having any bearing whatsoever on
6 the terms and conditions of employment, or association or working relationship, with any of
7 the Released Parties, including but not limited to any allegations for penalties, interest, costs
8 and fees, including attorneys' fees, incurred in any of these matters, which Employees ever
9 had, now has, or may have as of the date of this release. All such claims, liabilities or causes
10 of action (including, without limitation, claims for related attorneys' fees and costs) are
11 forever barred by this Agreement regardless of the forum in which they may be brought.
12 The Parties intend for this release to be as broad as possible. Employees acknowledge and
13 agree, that Employees are no longer aggrieved employees following execution and
14 completion of the terms contained within the Agreement, and that Employees specifically
15 acknowledge that Employees have waived any right to bring a representative action pursuant
16 to the Private Attorneys General Act on behalf of other aggrieved employees, and that this
17 waived right is not included within the claims described below in Section 6.3.
18 Martinez Decl., Ex. A Section 6.2.

19 Plaintiffs' Settlement additionally includes a Cal. Civ. Code § 1542 waiver for all unknown
20 claims against Releasees and a waiver of Plaintiff's right to serve as a class representative in a class
21 or collective action. Martinez Decl. Ex. A Section 6.4. The Parties Settlement Agreement does not
22 purport to release any PAGA claims on behalf of the State of California, the LWDA, or any
23 Aggrieved Employees. Martinez Decl. Ex. A.

24 **IV. LEGAL ANALYSIS**

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

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

1 Under Labor Code § 2699(s), the Parties must obtain approval of their PAGA settlement
2 from the Court. Pursuant to Labor Code Section 2699(e)(1), the Court has wide discretion regarding
3 the amount of the PAGA penalty (See also *Thurman v. Bayshore Transit Management* (2012) 203
4 Cal.App.4th 1112, 1136 [standard of review is abuse of discretion].) The primary objective of a
5 PAGA action “is to supplement enforcement actions by public agencies, which lack adequate
6 resources to bring all such actions themselves.” *Arias v. Superior Court* (2009) 46 Cal.4th 969, 980-
7 981, 986. “Restitution is not the primary object of a PAGA action, as it is in most class actions.”
8 *Franco v. Athens Disposal Co., Inc.* (2009) 171 Cal.App.4th 1277, 1300 (emphasis added). Rather,
9 a PAGA action is “fundamentally a law enforcement action designed to protect the public and
10 penalize the employer for past illegal conduct.” *Id.* Prior to the enactment of PAGA, the California
11 Legislature determined that it lacked adequate financing to enforce California labor laws and in
12 order “to achieve maximum compliance with state labor laws,” it declared that it was in the public
13 interest to allow employees, acting as private attorneys general, to recover civil penalties that
14 otherwise would have been assessed and collected by the LWDA. *Arias*, 46 Cal.4th at 980-981.

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

1 **A. PLAINTIFFS SUBMITTED A COPY OF THE SETTLEMENT AND THIS MOTION**
2 **TO THE LWDA**

3 At the same time of this filing, Plaintiff's counsel provided the LWDA with notice of this Motion
4 to Dismiss Entire Action hearing by submitting a copy of this motion and all corresponding
5 documents to the LWDA website. Martinez Decl. ¶ 14; Martinez Decl. **Ex. B.** Plaintiff's Counsel
6 will similarly provide the LWDA with notice of the Amended Hearing once the Court schedules a
7 hearing. Martinez Decl. ¶ 14.

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

9 Defendants showed that Plaintiffs alleged violations were individualized in light of both
10 Plaintiffs being subject to several disciplinary actions including counseling records, write ups, and
11 performance improvement plans. Martinez Decl. ¶ 7. Plaintiffs were subjected to a higher level of
12 scrutiny, oversight, and communication from Defendants that other employees were not subjected
13 to. Martinez Decl. ¶ 7. Therefore, Defendant argued that Plaintiffs' claims were unique and
14 individualized from that of the rest of the Aggrieved Employees. Martinez Decl. ¶ 7.

15 Although Plaintiffs will receive consideration in exchange for their dismissal, *with prejudice*, of
16 their individual wage and hour claims and individual PAGA claim, Plaintiffs did not and will not
17 receive consideration for the dismissal of the representative PAGA claim *without prejudice*.
18 Martinez Decl. ¶ 5.

19 No notice to any allegedly aggrieved employees Plaintiffs purports to represent has been
20 provided. Martinez Decl. ¶ 12. Accordingly, the Court may dismiss the Action without notice to any
21 purported aggrieved employees if the Court finds that the dismissal will not prejudice them.
22 Martinez Decl. ¶ 12. No prejudice will result to any allegedly aggrieved employee or the State of
23 California in the absence of notice. Martinez Decl. ¶ 13. No consideration, direct or indirect, is being
24 given for the dismissal of the representative claims, without prejudice. Martinez Decl. ¶ 13.

25 **C. GOOD CAUSE EXISTS TO DISMISS THE REPRESENTATIVE PAGA CLAIM**

26 Defendants' timecard data showed Plaintiffs were provided compliant meal periods which lasted
27 at least 30 minutes, and typically an hour long. Martinez Decl. ¶ 8. Defendants additionally provided
28 evidence of Plaintiffs both accruing and using protected sick time during their employment without

1 repercussion, suspension, or other adverse employment action. Martinez Decl. ¶ 8. Because of
2 Defendant's position that Plaintiffs' claims were not representative of the Aggrieved Employees,
3 this jeopardized Plaintiffs' ability to stand as representative for the Aggrieved Employees. Martinez
4 Decl. ¶ 8. Defendants further represented their ability to provide testimony from other Aggrieved
5 Employees disprove Plaintiffs' representative claim. Martinez Decl. ¶ 8. This additionally helped
6 maintain Plaintiffs' demand for their individual damages in a strong position due to the documentary
7 evidence in their possession and provided at mediation which supported their claim for unreimbursed
8 cell phone use and off-the-clock contact. Martinez Decl. ¶ 8. These issues were unique to Plaintiffs
9 as a result of their as previous disciplinary action. Martinez Decl. ¶ 8.

10 Plaintiffs were unable to obtain any witnesses or other evidence to rebut Defendants' contention
11 that the other Aggrieved Employees were not subject to similar constraints and did not suffer similar
12 violations as them. Martinez Decl. ¶ 9.

13 Defendants additionally made representations about their operations and financial ability to fund
14 any sort of large settlement. Martinez Decl. ¶ 10. Defendants recently closed operations of one of
15 their body shops as a result of the financial costs and stress on company. Martinez Decl. ¶ 10.
16 Defendants are a family-owned operation that would be forced into bankruptcy in having to defend
17 a large lawsuit. Martinez Decl. ¶ 10. Taking Defendants' small operations into consideration would
18 avoid the possibility of Defendants declaring bankruptcy which would result in the State of
19 California and the other Aggrieved Employees receiving nothing at all. Martinez Decl. ¶ 10.
20 Unfortunately, Plaintiffs' counsel has experienced similar situations in which after reaching a
21 settlement agreement the defendant files for bankruptcy. Martinez Decl. ¶ 10.

22 Defendants have shown Plaintiffs' alleged complaints were individualized and therefore not
23 likely capable of satisfying a PAGA judgment. Martinez Decl. ¶ 11. Therefore, the Parties have
24 agreed to a settlement of only Plaintiffs' individual claims and include a release of Plaintiffs' ability
25 to stand as a PAGA representative. Martinez Decl. ¶ 11. Pursuant to Labor Code § 2699(s), Plaintiffs
26 seek the Court's approval of individual settlement and dismissal of the PAGA claim as the Parties
27 did not settle the representative claim. Martinez Decl. ¶ 2.

28 Plaintiffs' individual Settlement Payment is fair and reasonable considering the probability

1 of recovery in this matter and merits of Plaintiffs' individual claims only. Martinez Decl. ¶ 15. Here,
2 both Parties' counsel have extensive experience in employment and wage and hour litigation and
3 conducted an extensive investigation of the factual allegations involved in this case. Martinez Decl.
4 ¶ 15. Each side has apprised the other, informally of their respective factual contentions, legal
5 theories and defenses, resulting in extensive arms-length negotiations taking place among the
6 Parties. Martinez Decl. ¶ 15.

7 **V. CONCLUSION**

8 Based on the foregoing, the Parties respectfully request the Court grant this Motion and enter
9 an order dismissing: 1) Plaintiffs' representative PAGA Claim *without prejudice*; 2) Plaintiffs'
10 individual PAGA Claim *with prejudice*; and 3) Plaintiffs' individual wage and hour claims *with*
11 *prejudice*.

12
13 **EMRAN LAW FIRM P.C.**

14
15 Dated: September 15, 2026

16 By: Kaitlin Martinez
17 Kaitlin Martinez
18 Attorney for Plaintiff and other Aggrieved
19 Employees
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