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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

**DECLARATION OF KAITLIN
MARTINEZ, ESQ. IN SUPPORT OF
PLAINTIFFS' REQUEST FOR
DISMISSAL OF ENTIRE ACTION**

*[Filed concurrently with Notice of Motion
and Motion Requesting Dismissal of Entire
Action; Memorandum of Points and
Authorities in Support of Plaintiffs' Request
for Dismissal of Entire Action; and
[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

I, Kaitlin Martinez, Esq., declare as follows:

1. I am an attorney at law duly licensed to practice law before all the courts in the State of California and the attorney of record herein for Plaintiffs Isaac Magallon and Deandre Rivera ("Plaintiffs"). The information contained herein is based on my personal knowledge and belief. If called to testify to this information under oath, I could and would do so competently. This declaration is being submitted in support of Plaintiffs' Motion to Dismiss Entire Action, including

1 dismissal of Plaintiff's Ninth Cause of Action for civil penalties under the Labor Code Private
2 Attorney General Act (i.e., Labor Code section 2698 et seq., "PAGA").

3 2. Plaintiffs, by and through their counsel of record respectfully request that this Court dismiss
4 1) Plaintiffs' representative PAGA claim, *without prejudice*, 2) Plaintiffs' individual PAGA claim,
5 *with prejudice*, and 3) Plaintiffs' individual wage and hour claims *with prejudice*.

6 3. On March 2, 2026, Plaintiffs, by and through their counsel, provided the Labor Workforce
7 and Development Agency ("LWDA") written notice by online filing and Defendants via certified
8 mailing of specific provisions of Lab. Code §§ 2699 et seq. alleged to be violated including the facts
9 and theories to support the alleged violation (the "PAGA Notice").

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

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

25 6. Dismissal of the representative PAGA claim is warranted in light of the Parties settling
26 Plaintiffs' individual claims only.

27 7. Defendants showed that Plaintiffs alleged violations were individualized in light of both
28 Plaintiffs being subject to several disciplinary actions including counseling records, write ups, and

1 performance improvement plans. Plaintiffs were subjected to a higher level of scrutiny, oversight,
2 and communication from Defendants that other employees were not subjected to. Therefore,
3 Defendant argued that Plaintiffs' claims were unique and individualized from that of the rest of the
4 Aggrieved Employees.

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

17 9. Plaintiffs were unable to obtain any witnesses or other evidence to rebut Defendants'
18 contention that the other Aggrieved Employees were not subject to similar constraints and did not
19 suffer similar violations as them.

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

28 11. Defendants have shown Plaintiffs' alleged complaints were individualized and therefore not

1 likely capable of satisfying a PAGA judgment. Therefore, the Parties have agreed to a settlement of
2 only Plaintiffs' individual claims and include a release of Plaintiffs' ability to stand as a PAGA
3 representative.

4 12. No notice to any allegedly aggrieved employees Plaintiffs purports to represent has been
5 provided. Accordingly, the Court may dismiss the Action without notice to any purported aggrieved
6 employees if the Court finds that the dismissal will not prejudice them.

7 13. No prejudice will result to any allegedly aggrieved employee or the State of California in
8 the absence of notice. No consideration, direct or indirect, is being given for the dismissal of the
9 representative claims, without prejudice.

10 14. At the same time of this filing, my office provided the LWDA with notice of this Request
11 for Dismissal hearing by submitting a copy of this motion and all corresponding documents to the
12 LWDA website. **Exhibit B**. My office will similarly provide the LWDA with notice of the Amended
13 Hearing once the Court schedules a hearing.

14 15. Plaintiffs' individual Settlement Payment is fair and reasonable considering the probability
15 of recovery in this matter and merits of Plaintiffs' individual claims only. Here, both Parties' counsel
16 have extensive experience in employment and wage and hour litigation and conducted an extensive
17 investigation of the factual allegations involved in this case. Each side has apprised the other,
18 informally of their respective factual contentions, legal theories and defenses, resulting in extensive
19 arms-length negotiations taking place among the Parties.

20
21 I declare under the penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct. Executed this 15 day of September 2026, at San Francisco, California.

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24 By: _____
25 Kaitlin Martinez, Esq.
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EXHIBIT A

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EXHIBIT B