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Superior Court of California,
County of Los Angeles
8/14/2026 11:25 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Gnade, Deputy Clerk

Attorneys for Plaintiff, DAISY GONZALEZ, individually
and on behalf of all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

DAISY GONZALEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADVENT GLOBAL SOLUTIONS, INC., a
New Jersey Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.:23STCV26886

*Assigned for All Purposes to:
Honorable Timothy Patrick Dillon, Dept. 15*

**PLAINTIFF’S REQUEST FOR
DISMISSAL OF INDIVIDUAL CLAIMS
WITH PREJUDICE AND
REPRESENTATIVE CLAIM UNDER
THE PRIVATE ATTORNEYS GENERAL
ACT WITHOUT PREJUDICE;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Complaint Filed: November 2, 2023
Trial Date: Not Assigned

**TO THE HONORABLE COURT, ALL PARTIES, AND THEIR COUNSEL OF
RECORD HEREIN:**

Plaintiff DAISY GONZALEZ, through her counsel of record, hereby requests dismissal
of Plaintiff’s individual claims in this action with prejudice, and dismissal of Plaintiff’s
representative claim under the Private Attorneys General Act (“PAGA”) without prejudice.

PLAINTIFF’S REQUEST FOR DISMISSAL OF INDIVIDUAL CLAIMS WITH PREJUDICE AND
REPRESENTATIVE CLAIM UNDER THE PRIVATE ATTORNEYS GENERAL ACT WITHOUT PREJUDICE;
AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF - 1

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2 Plaintiff originally filed this matter as a class action and asserted in the operative First
3 Amended Complaint (“FAC”) claims on behalf of herself and all other “similarly situated putative
4 class members seeking to recover unreimbursed business-related internet expenses from
5 Defendants ADVENT GLOBAL SOLUTIONS, INC., a New Jersey Corporation and DOES 1
6 through 50, inclusive (collectively referred to as “ADVENT”), for violations of California Labor
7 Code §2802. Plaintiff also sought to recover applicable penalties for the alleged failure to pay
8 wages for all other “aggrieved employees” pursuant to the California Private Attorney General
9 Act (“PAGA”).
10

11 On November 12, 2025, the Court denied Plaintiff’s Motion for Class Certification, and
12 following such ruling, this matter now consists solely of Plaintiff’s individual claims and
13 Plaintiff’s individual and representative PAGA claims. The Parties acknowledge that there are no
14 pending class claims.
15

16 On August 12, 2026, both parties entered into a full and final settlement of Plaintiff’s
17 individual claims arising from the events outlined in the operative FAC. The parties agreed to,
18 and Plaintiff’s individual settlement is contingent on, obtaining court approval for dismissal
19 without prejudice of the PAGA claims.
20

21 The settlement agreement encompasses all individual claims and concerns raised by Ms.
22 Gonzalez in her FAC. Plaintiff and Defendant entered into an individual settlement of Ms.
23 Gonzalez’s individual claims with prejudice and all other claims of the PAGA aggrieved
24 employees without prejudice. By finalizing the settlement agreement, Ms. Gonzalez and
25 ADVENT agree to release each other from any and all claims related to the dispute.
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Moreover, after extensive discovery and mutual exchanges of information between the parties, it was determined there are no PAGA “aggrieved employees” and thus no portion of the settlement proceeds to Ms. Gonzalez are allocated to her PAGA claims.

The parties have reached a settlement resolving Plaintiff’s individual claims. The settlement does not resolve, release, or compromise the PAGA claim on behalf of the State of California or other allegedly aggrieved employees. Accordingly, Plaintiff respectfully requests that the Court dismiss Plaintiff’s individual claims with prejudice and the PAGA claim without prejudice.

CENTURION TRIAL ATTORNEYS, APC

Dated: August 14, 2026

Ryan Stygar
Ryan Stygar, Esq., Attorney for Plaintiff
DAISY GONZALEZ, individually and on
behalf of all others similarly situated

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This action is brought by Plaintiff DAISY GONZALEZ to recover unpaid business-related expenses for internet reimbursement from Defendants (collectively referred to as “ADVENT”).

A. Investigation of Plaintiff's PAGA Claims and Settlement of Entire Action

Prior to finalizing the settlement agreement, Ms. Gonzalez and ADVENT agree to release each other from any and all claims related to the dispute. Plaintiff propounded discovery to Defendant relating to the substantive claims for unreimbursed internet expenses, the number of other PAGA aggrieved employees, and Defendant responded and produced documents. The lack of evidence of a widespread policy or practice by Defendant of not providing reimbursement for internet expenses was pivotal to Plaintiff agreeing to resolve her claims on an individual basis as opposed to continuing to litigate questionable PAGA claims.

Moreover, it was determined there are no PAGA “aggrieved employees” and thus no portion of the settlement proceeds to Ms. Gonzalez are allocated to her PAGA claims.

Therefore, Plaintiff’s counsel felt it was in the best interest of all concerned to resolve in Ms. Gonzalez’s claims on an individual basis. The settlement was reached following discovery and extensive arm’s-length negotiation. Because the settlement agreement calls for the terms of the individual settlement to be and remain confidential, a true and correct copy of the executed settlement agreement will be made available for the Court’s *in camera review* if the Court deems it necessary.

II. COURT APPROVAL OF THE SETTLEMENT IS REQUIRED

Approval of this settlement is made pursuant California Labor Code §2699(1)(2), which requires “[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court.” Cal. Labor Code §2699(1)(2). Based thereon, Plaintiff requests the Court approve the dismissal without prejudice of Plaintiff’s PAGA claims so Plaintiff’s individual settlement can be finalized. Plaintiff is submitting to the California Labor and Workforce Development Agency (LWDA) this request for dismissal and all supporting documents at the same time that it is submitted to the court for dismissal.

III. BECAUSE THERE ARE NO “AGGRIEVED EMPLOYEES” NO PORTION OF THE SETTLEMENT IS ALLOCATED TO THE PAGA CLAIMS

As noted above, after commencing the action and discovery, no portion of the settlement proceeds from Ms. Gonzalez’s individual settlement are allocated to the PAGA claims and thus no portion of the settlement proceeds need be distributed to the LWDA or any other employees.

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Based on the foregoing Plaintiff DAISY GONZALEZ requests the Court dismiss Plaintiff's individual claims and dismiss said individual claims with prejudice, and dismiss the claims of PAGA aggrieved employees without prejudice.

Dated: August 14, 2026

Ryan Stygar
 Ryan Stygar, Esq.
 Attorney for Plaintiff DAISY GONZALEZ,
 individually and on behalf of all others similarly
 situated

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PROOF OF SERVICE

I am employed in the County of San Diego, State of California. I am over the age of 18 years and not a party to the within action; my business address is 8880 Rio San Diego Drive, Suite 800, San Diego, California 92108.

On August 14, 2026, I served the foregoing document described as **(1) PLAINTIFF'S REQUEST FOR DISMISSAL OF INDIVIDUAL CLAIMS WITH PREJUDICE AND REPRESENTATIVE CLAIM UNDER THE PRIVATE ATTORNEYS GENERAL ACT WITHOUT PREJUDICE; (2) DECLARATION IN SUPPORT THEREOF; and (3) [PROPOSED] ORDER** on the interested parties in this action by:

Joseph F. Desiderio joseph.desiderio@jacksonlewis.com James P. Carter james.carter@jacksonlewis.com Jackson Lewis P.C. 200 Spectrum Center Dr., Suite 500 Irvine, CA 92618	Attorneys for Defendant
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_____ BY MAIL - I am readily familiar with the firm's business practice of collection and processing of correspondence for mailing with the United States Postal Service and said correspondence is deposited with the United States Postal Service the same day.

_____ BY PERSONAL SERVICE - I caused such envelope to be delivered by a server employed by BOSCO Legal Services, Inc.

_____ BY FACSIMILE - I faxed said document, to the office(s) of the addressee(s) shown above, and the transmission was reported as complete and without error.

 X BY ELECTRONIC SERVICE (CCP § 1010.6; CRC Rule 2.251(g)) VIA CASE ANYWHERE: I transmitted the above-stated document(s) and a signed copy of this declaration from my computer (electronic notification address sirena@centurionta.com) to the interested parties in this action whose names and e-mail addresses are listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. Service by e-mail or electronic transmission was agreed upon based on a court order or an agreement of the parties to accept service.

 X STATE - I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 14, 2026, at Wildomar, California.

Sirena Ortega

Sirena Ortega
Paralegal

PROOF OF SERVICE