

BRADLEY/GROMBACHER, LLP
Marcus J. Bradley, Esq. (SBN 174156)
Kiley L. Grombacher, Esq. (SBN 245960)
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Telephone: (805) 270-7100
Facsimile: (805) 270-7589
mbradley@bradleygrombacher.com
kgrombacher@bradleygrombacher.com

Attorneys for Plaintiff GRISELDA PENA, on behalf of
herself and others similarly situated

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

GRISELDA PENA, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

UNITED EMPLOYMENT SOLUTIONS, INC.,
a California Corporation; AREVALO
TORTILLERIA, INC., a California Corporation;
and DOES 1 to 10, inclusive,

Defendants.

Case No. 23STCV29473

*[Assigned for all purpose to Hon. Theresa M.
Traber, Dept. 1]*

**(CORRECTED) DECLARATION OF
MARCUS J. BRADLEY IN SUPPORT OF
REQUEST FOR DISMISSAL OF
LAWSUIT**

*(Filed concurrently with Request for Dismissal
and [Proposed] Order)*

Complaint filed: December 1, 2023
FAC Filed: February 8, 2024

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. I am an attorney licensed to practice before all courts of the State of California. I am a member in good standing of the State Bar of California. I am counsel for Plaintiff GRISELDA PENA (“Plaintiff”) in this proposed private attorney general act (“PAGA”) representative action. I have personal knowledge of the facts herein. If called as a witness, I could and would competently testify to those facts under oath.

3. For ease of reference, and in accordance with California Rules of Court, Rule 3.770, this Declaration is divided into the following subsections: (A) Status of the Case; (B) Facts Regarding Plaintiff's Claims; (C) Facts Establishing Notice is Not Necessary; and (D) Expertise of Plaintiff's Counsel in PAGA Litigation.

1. On December 1, 2023, prior to filing this action, Plaintiff sent Notice to the California Labor and Workforce Development Agency (“LWDA”) and to Defendants United Employment Solutions, Inc. and Arevalo Tortilleria, Inc. (collectively referred to as “Defendants”), of specific alleged violations of the Labor Code, more particularly sections 201-203, 226, 226.7, 403, 404, 510, 512, 558, 1174, 1198 and 2802 (Private Attorney General Act (“PAGA”) Notice.)(A true and correct copy of the PAGA Notice and Confirmation is attached hereto as Exhibit A.) The LWDA never issued a letter to Plaintiff’s counsel notifying counsel that the LWDA elected to pursue or not to pursue the claim. Therefore, after sixty-five (65) days have passed, Plaintiff would be entitled to prosecute a cause of action under the PAGA (California Labor Code § 2699.3(a)).

1

DECLARATION OF MARCUS J. BRADLEY IN SUPPORT OF REQUEST FOR DISMISSAL OF LAWSUIT

1 to Provide Meal Periods and/or Rest Periods or Compensation in Lieu Thereof; (4) Failure to Furnish an
2 Accurate Itemized Wage Statement upon Payment of Wages in Violation of California Labor Code § 226;
3 (5) Failure to Timely Pay Wages During Employment (California Labor Code §§ 204, 210); (6) Waiting
4 Time Penalties (California Labor Code §§ 201, 203); and (6) Unfair Competition (Bus & Prof Code §
5 17200 et seq.) (the “Lawsuit”).

6 3. After filing the Lawsuit, Defendant informed me that Plaintiff signed an arbitration
7 agreement with Defendant United Employment Solutions, Inc. on October 25, 2023, upon her hiring,
8 which applied to all of Plaintiff’s claims, including PAGA, which waived her right to pursue a class action
9 against Defendants but permitted her to pursue her claims in arbitration on an individual basis.

10 4. On February 8, 2024, Plaintiff filed a First Amended Complaint, adding an additional cause
11 of action for penalties pursuant to PAGA (California Labor Code § 2698 *et seq.*).

12 5. No class was ever certified in this lawsuit.

13 6. No trial date has been set.

14 7. No discovery has taken place, and no Aggrieved Employee has been notified of this
15 lawsuit.

16 **B. FACTS REGARDING PLAINTIFF’S CLAIMS**

17 8. Plaintiff was the proposed named representative for all current and former non-exempt
18 Aggrieved Employees of Defendants.

19 9. Plaintiff alleges the following causes of action on behalf of herself and the aggrieved
20 employees of Defendants: (1) civil penalties pursuant to PAGA California Labor Code (“Lab. Code”) §§
21 2698 *et seq.*

22 10. Plaintiff’s Class and PAGA action against Defendants, initially filed in Los Angeles
23 Superior Court on December 1, 2023, was ordered to binding arbitration pursuant stipulation, on
24 November 22, 2024, and Plaintiff’s class allegations were dismissed. Accordingly, Plaintiff seeks to
25 dismiss her State Court PAGA claim, which arose from the same facts as her now-dismissed class claims.

26 11. On November 18, 2024, Plaintiff filed a demand for arbitration for her individual claims
27 with the Judicial Arbitration and Mediation Services (JAMS), JAMS Ref. No.: 5220007718.
28

12. Prior to selecting an arbitrator to preside over the arbitration proceedings, on July 18, 2025, Plaintiff was served with a statutory offer to compromise pursuant to California Code of Civil Procedure § 998 for Twenty Thousand and One Dollars and Zero Cents (\$20,001.00) from Defendants. As such, after a discussion with Plaintiff regarding the implications of a statutory offer to compromise, Plaintiff agreed to accept the statutory offer to resolve her individual claims, which includes her attorneys' fees and costs. The settlement agreement releases only Plaintiff Griselda Pena's claims against Defendants United Employment Solutions, Inc. and Arevalo Tortilleria, Inc., and does not release any claims made on behalf of anyone other than the named Plaintiff. (A true and correct copy of the Settlement Agreement is attached hereto as Exhibit B.)

13. The settlement does not affect the claims or rights of any putative third-party class members. No compensation is being paid to Plaintiff or her counsel by Defendant in exchange for the dismissal of the claims of any member of the putative class.

14. Accordingly, Plaintiff has agreed to the dismissal of this lawsuit with prejudice.

C. FACTS ESTABLISHING THAT DISMISSAL SHOULD BE ENTERED WITHOUT NOTICE TO THE PUTATIVE CLASS MEMBERS

15. The requested dismissal of the lawsuit with prejudice is to the named Plaintiff and her individual claims only. No class has been certified in his lawsuit, and no formal notice of the pendency of this action has been provided to putative class members. Therefore, under the first sentence within *California Rules of Court, Rule 3.770(c)*, dismissal of Plaintiff's claims is proper without notice to the putative class

16. In addition, notice to the putative class of the dismissal of class-action claims without prejudice is not required under the second sentence within *California Rules of Court, Rule 3.770(c)*, because this dismissal will not prejudice any putative absent class member. It is my opinion that this dismissal will not prejudice any putative class member because I have not been contacted by any former or current shoppers in California who use the Instacart platform other than Plaintiff, and neither the Court nor I have issued notice to any putative absent class members of the pendency of this action.

D. EXPERTISE OF PLAINTIFF'S COUNSEL IN CLASS ACTION LITIGATION

17. I am experienced and knowledgeable in wage and hour litigation and class action litigation.

1 I have acted and been appointed as class counsel on numerous wage and hour actions, other complex
2 matters and class actions, and complex consumer matters. I am very familiar with the potential issues and
3 pitfalls for both sides in litigation of this nature because of my extensive experience in similar actions.

4 18. Pursuant to California Labor Code § 2698(1)(2), a copy of the Settlement Agreement was
5 submitted to the LWDA at the same time as the submission of Plaintiff's Application for Approval of
6 Civil Penalties (PAGA). (A true and correct copy of the Settlement Submission Confirmation is attached
7 hereto as Exhibit C.)

8
9 I declare under penalty of perjury and the laws of the State of California that the foregoing is true
10 and correct. Executed on the 10th day of September 2025, in Westlake Village, California.

11
12 /s/ Marcus J. Bradley
13 Marcus J. Bradley, Esq.
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

Suzette Boucher

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Friday, December 1, 2023 5:24 PM
To: Suzette Boucher
Subject: Thank you for submission of your PAGA Case.

12/1/2023

LWDA Case No. LWDA-CM-997409-23
Law Firm : Bradley/Grombacher LLP
Plaintiff Name : Griselda Pena
Employer: United employment Solutions Inc. et al.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT B

SETTLEMENT AND GENERAL RELEASE AGREEMENT

This Settlement and General Release Agreement ("Agreement") is entered into by and between: 1) plaintiff Griselda Pena (referred to herein as "Employee," "Plaintiff," or "Pena"); 2) defendant United Employment Solutions, Inc. ("United"); and 3) defendant Arevalo Tortilleria, Inc. ("Arevalo"). United and Arevalo are collectively referred to herein as "Defendants" or "Employers." Plaintiff with the Defendants are collectively referred to herein as the "Parties."

RECITALS

A. Whereas Plaintiff alleges that she was previously employed by both Defendants, and Plaintiff filed a putative class action and representative Private Attorneys General Act ("PAGA") complaint against the Defendants (Case No. 23STCV29473) in Los Angeles County Superior Court (the "Action"), asserting alleged claims and PAGA violations in connection with Plaintiff's alleged employment, including claims for: failure to pay wages, including overtime; failure to provide meal periods; failure to provide rest periods; failure to timely pay all wages dues; failure to provide accurate, itemized wage statements; and alleged violations of Business and Professions Code §§17200, et seq.

B. Whereas, on November 11, 2024, the Parties filed a joint stipulation dismissing all putative class action claims, staying all non-individual PAGA claims, and submitting Plaintiff's individual claims, including her individual PAGA claims, to arbitration pursuant to the arbitration agreement she executed with United.

C. Whereas on July 17, 2025, Defendants served a joint Code of Civil Procedure section 998 statutory Offer to Compromise to Plaintiff to resolve Plaintiff's individual, non-representative claims in exchange for twenty thousand and one dollars (\$20,001.00).

D. Whereas on August 26, 2025, Plaintiff, through her counsel, agreed to accept Defendants' statutory Offer to Compromise.

E. Whereas the Defendants and the Released Parties (defined below) have disputed and denied, and continue to dispute and deny, any and all liability, wrongdoing, or other illegal or improper conduct in connection with Plaintiff's claims, contentions, the Action, and Plaintiff's alleged employment, and maintain that they have at all times complied with all relevant laws and obligations and have not engaged in any illegal or otherwise actionable conduct with respect to Plaintiff or otherwise, Defendants enter into this Agreement to resolve all litigation and disputes with Plaintiff and to avoid the burden and expense of continued litigation and disputes with Plaintiff.

F. Whereas Plaintiff and the Defendants wish to resolve any and all non-PAGA claims, disputes, and controversies that have arisen or that could arise relating to Plaintiff's alleged employment or separation from employment with Defendants, or from any of Plaintiff's prior interactions or relationships with the Defendants or their

respective Released Parties.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

1. **Consideration.** In exchange for the promises, agreements and releases contained herein, Defendants will issue the following payments totaling Twenty Thousand and One Dollars and Zero Cents (\$20,001.00) (the "Settlement Payment") in the following way:

- a) United shall issue (1) a check made out to "Griselda Pena" in the gross amount of \$844.50 representing alleged lost wages, subject to applicable taxes and withholding, for which an IRS Form W-2 will be issued to Pena; (2) a check made out to "Griselda Pena" in the gross amount of \$3,375.92 representing interest, statutory penalties, and other non-monetary damages, for which an IRS Form 1099 will be issued to Pena; and (3) a check made out to "Bradley/Grombacher LLP" in the gross amount of \$5,780.08 representing attorneys' fees and costs, for which an IRS Form 1099 will be issued to "Bradley/Grombacher LLP."
- b) Arevalo shall issue (1) a check made out to "Griselda Pena" in the gross amount of \$844.50 representing alleged lost wages, subject to applicable taxes and withholding, for which an IRS Form W-2 will be issued to Pena; (2) a check made out to "Griselda Pena" in the gross amount of \$3,375.92 representing interest, statutory penalties, and other non-monetary damages, for which an IRS Form 1099 will be issued to Pena; and (3) a check made out to "Bradley/Grombacher LLP" in the gross amount of \$5,780.08 representing attorneys' fees and costs for which an IRS Form 1099 will be issued to "Bradley/Grombacher LLP."
- c) Defendants shall be obligated to make delivery of their respective settlement payments within twenty-one (21) calendar days after the following have occurred: 1) this Agreement has been signed by all Parties and their counsel; 2) Plaintiff has closed the arbitration of her individual claims with JAMS; 3) Plaintiff has filed a Request for Dismissal of her individual claims with prejudice with the Court; and 4) Plaintiff has provided to Defendants' counsel completed and signed IRS Forms W-4 and W-9 for herself and a signed and completed IRS Form W-9 for her counsel.

The above-referenced settlement payment checks shall be sent by United and Arevalo, respectively, via U.S. mail to Plaintiff's counsel address as follows: 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

2. **Tax Obligations and Responsibilities.** Plaintiff and her counsel shall be solely responsible for any taxes due as a result of the settlement payments provided for herein, and Plaintiff agrees to indemnify and hold harmless Defendants and their respective Released Parties for any tax penalties or other charges incurred as a result

of any failure on Plaintiff's part to pay the required taxes for any such settlement payment, if any.

The Parties hereto acknowledge and agree that each Party and their respective counsel are not providing tax advice to any other Party, and each Party's counsel is not providing tax advice to their respective clients in connection with this settlement.

3. **Consideration.** Plaintiff understands and agrees that the Settlement Payment is provided solely in exchange for Plaintiff's execution of this Agreement and the releases and terms contained herein, and that Plaintiff would not be entitled to the Settlement Payment without executing this Agreement, and that Defendants dispute that any amounts were or are owed to Plaintiff based on her claims in the Action, whether for wages or otherwise. Upon receipt of the Settlement Payment, Plaintiff acknowledges that Defendants and their respective Released Parties (defined below) have no further liability or debt owing to Plaintiff with respect to any non-PAGA claim.

4. **Plaintiff's Complete and General Release of Claims.** In consideration of the Settlement Payment obligations provided for herein, Plaintiff hereby fully releases and discharges United and Arevalo and United's Released Parties and Arevalo's Released Parties (defined below) from any and all causes of action, claims, liabilities, obligations, demands, damages, and any claims or actions of any kind, whether asserted in the Action or not, and from any causes of action, claims, liabilities, obligations, demands, or damages arising out of or related to Plaintiff's employment, separation from employment, or prior interactions with the Defendants or their respective Released Parties to the greatest extent permitted by state and federal law. Without limiting the generality of the foregoing and for avoidance of doubt, this release extends to and releases any claims (whether state, federal, or administrative) for compensation, salaries, wages, premium pay, bonuses, commissions, overtime, benefits, sick pay, holiday pay, vacation, paid time off, severance pay, paid leave benefits, penalties, interest, damages, back or front pay, mental or emotional distress damages, costs, expenses, attorneys' fees, employee benefits, promises concerning any and all of the above, remedies of any other type, breach of contract or duty, fraud, misrepresentation, defamation, discrimination or harassment in any form, retaliation in any form, breach of the implied covenant of good faith and fair dealing, wrongful or tortious discharge/termination in violation of statute or public policy, negligent or intentional interference with contract or prospective economic advantage, assault, battery, invasion of privacy, intentional or negligent infliction of emotional distress, or any other claims arising under any federal, state, local or other governmental statute or ordinance, including without limitation, the National Labor Relations Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Age Discrimination in Employment Act ("ADEA"); the Worker Adjustment and Retraining Notification Act ("WARN"); the Employee Retirement Income Security Act of 1974; the Family and Medical Leave Act of 1993; the Rehabilitation Act of 1973; the Internal Revenue Code of 1986, as amended; the California Fair Employment and Housing Act; the California

Family Rights Act; the California Labor Code; the California Civil Code; the California Government Code; the California Constitution; and all claims for punitive damages, exemplary damages, attorneys' fees and costs, as well as any other statutes, laws, or regulations of similar effect. Plaintiff agrees not to file any civil action based on any claim released in this Agreement against any of the persons or entities released in this Agreement, and agrees that filing such an action would be a material breach of this Agreement. Nothing in this Agreement is intended to release any ADEA claim Plaintiff may have arising after the execution of this Agreement.

Plaintiff agrees that any breach of Plaintiff's representations, warranties, and/or obligations contained in this Complete and General Release of Claims shall entitle the Defendants and/or their Released Parties to recovery of their respective settlement payment amounts in addition to the recovery of any other damages or other relief available to the Defendants and/or their Released Parties as provided by law.

"United's Released Parties" in this release and Agreement means and includes United Employment Solutions, Inc.'s current and former owners, shareholders, partners, members, officers, directors, managers, supervisors, employees, agents, assigns, attorneys, insurers, independent contractors, predecessors, successors, subsidiaries, affiliates, or other agents or representatives of any kind.

"Arevalo's Released Parties" in this release and Agreement means and includes Arevalo Tortilleria, Inc.'s current and former owners shareholders, partners, members, officers, directors, managers, supervisors, employees, agents, assigns, attorneys, insurers, independent contractors, predecessors, successors, subsidiaries, affiliates, or other agents or representatives of any kind.

United's Released Parties and Arevalo's Released Parties are collectively referred to herein as the "Released Parties."

5. **Waiver of Section 1542.** Plaintiff acknowledges that Plaintiff is aware of and understands Section 1542 of the California Civil Code, which states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Notwithstanding section 1542, Plaintiff understands and agrees that this Agreement shall also act as a release of all unknown claims Plaintiff has or may have against the Defendants and their Released Parties as set forth in the section above concerning the complete release of claims, whether such claims are currently known or unknown, and that Plaintiff intentionally waives any rights Plaintiff may have under the provisions of Section 1542, as well as under any other statutes or common law principles of similar effect in the State of California or in any other state or jurisdiction.

6. **Notice of Settlement / Dismissal of Claims.** Within five (5) days of the Parties' execution of this Agreement, Plaintiff through her counsel shall: (1) file in Los Angeles Superior Court a Notice of Dismissal, dismissing all of Plaintiff's individual, non-PAGA claims with prejudice and promptly serve a conformed copy of such notice upon Defendants, and (2) notify JAMS that it may close its file because the Parties have reached a settlement.

7. **No Filing or Assignment of Claims.** Plaintiff represents and warrants that there has been no assignment, lien given, or other transfer, whether in whole or in part, of any interest in any claim that Plaintiff may have against Defendants or their Released Parties. Plaintiff agrees to indemnify and hold the Defendants and the Released Parties harmless from any liabilities, claims, liens, demands, damages, costs, expenses, and attorneys' fees incurred by any Defendant or Released Parties as a result of any such assignment or transfer as described herein.

8. **No Admission of Liability.** This Agreement and settlement, and the furnishing of any consideration in connection with this Agreement is not and shall not be deemed or construed at any time for any purpose as an admission by the Defendants or the Released Parties of any wrongdoing, violation of law, or evidence of any liability or unlawful conduct of any kind, nor shall this Agreement be admissible to support any such contention or inference. In entering into this Agreement, Defendants for themselves and on behalf of their respective Released Parties do not admit – and expressly deny – that they or any of them have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; or engaged in any other unlawful or improper conduct with respect to Plaintiff, other employees, or in connection with Defendants' operations. The Defendants have entered into this Agreement to resolve the dispute or disputes that have arisen with Plaintiff, and to avoid the burden and expense of litigation.

9. **Neutral Reference.** Defendants will respond to written inquiries regarding Plaintiff's alleged prior employment with Defendants by providing the dates of Plaintiff's employment and position(s) held. Provided, however, that this paragraph does not obligate Defendants to respond to any such inquiry, and it is Plaintiff's obligation to ensure that any inquiries are directed to Defendants' respective Human Resources departments.

10. **Confidentiality and Non-Disparagement.**

a. **Confidentiality of Settlement Agreement.** Subject to the exceptions set forth below, Plaintiff agrees to maintain the existence and terms of this Agreement confidential, except that she may disclose its terms to her spouse, attorneys, and tax-advisors, provided they are instructed to keep the existence and terms of this Agreement confidential.

b. **No Disparaging or Defamatory Comments.** Subject to the exceptions set forth below, Plaintiff shall not make any defamatory or disparaging comments about the Defendants or Defendants' senior management personnel, or Defendants' respective business or business practices to any person or entity, at any time. This includes that Plaintiff shall not create, approve, agree with, respond or react to or comment upon any negative, defamatory or disparaging comment, post, review or other content on any internet website or social media forum concerning or discussing Defendants' respective business or anyone associated with Defendants' business operations, nor shall Plaintiff suggest, encourage, or solicit any third party to engage in such disparaging or defamatory communications.

c. **Liquidated Damages.** Plaintiff acknowledges that a breach of this Confidentiality and Non-Disparagement section would be severely damaging to the Defendants and the Released Parties, and that actual damages suffered would be difficult to ascertain. Therefore, in the event that a Defendant proves in an applicable legal forum that Plaintiff has violated any of the Confidentiality and Non-Disparagement provisions set forth in this section, and in recognition of the difficulty in assessing damages in such a case, Plaintiff shall be obligated to pay to such Defendant the sum of \$100.00 per violation as liquidated damages, and not as a penalty. Such liquidated damages as provided herein do not preclude or otherwise prohibit or limit the Defendants or Released Parties from seeking other relief or remedies against Plaintiff to the extent available under applicable law.

d. **Exceptions to Confidentiality and Non-Disparagement Restrictions.** Nothing in this Agreement prevents Plaintiff from discussing or disclosing information regarding unlawful acts in the workplace, such as harassment, discrimination, or retaliation, or any other conduct that Plaintiff has reason to believe is unlawful. This Agreement also does not preclude Plaintiff from revealing factual information as provided in Code of Civil Procedure section 1001 or Section 7 of the National Labor Relations Act. Additionally, nothing in this Agreement is intended to constitute, nor does constitute, an unlawful release or waiver of any of Plaintiff's rights under any laws and/or to prevent, impede, or interfere with Plaintiff's ability and/or right to make lawful or protected reports or disclosures of information, including, without limitation: (a) providing truthful testimony if under subpoena to do so; or (b) testifying truthfully regarding alleged criminal conduct or sexual harassment in an administrative, legislative, or judicial proceeding when required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature.

11. **Claims Specific to Section 111 MMSEA Compliance.** In compliance with Medicare mandatory reporting requirements for settlements, Plaintiff confirms and represents that her full name is "Griselda Pena," that she is female, that her date of birth is 03/13/1988, that she is under the age of 40, and that the last four digits of her Social Security number are 1908.

12. **Attorneys' Fees and Costs.** The Parties agree that each Defendant's respective payment of their agreed settlement payment amount represents the entire

monetary amount obligation under this Settlement for Defendants, and as between Plaintiff and Defendants, the two sides will each bear their own respective costs, fees, and expenses, and attorney fees, and with respect to Plaintiff, that any attorneys' fees or costs owed or incurred by Plaintiff are being paid or will be paid out of the Settlement Payment and there shall not be additional payment by the Defendants or the Released Parties in addition thereto, nor shall any such additional payment be sought. This settlement is in full and final satisfaction of any and all Plaintiff's individual claims, including claims for attorneys' fees and costs, whether made by Plaintiff or Plaintiff's attorney(s), and neither Plaintiff nor Plaintiff's attorney will make any claim for attorneys' fees or costs under any statute or under any other legal theory relating to this Settlement. Further, no party hereto shall be considered a "prevailing party" (or similar designation) in connection with this matter.

13. Enforceability and Severability. This Agreement is enforceable pursuant to Code of Civil Procedure Section 664.6. In any action to interpret or enforce the terms of this Agreement, the Parties agree that this Agreement is admissible pursuant to Evidence Code Section 1123. Should any clause or provision of this Agreement be declared illegal or unenforceable, it shall be severed / modified as minimally as necessary to be enforceable and render the entire agreement enforceable.

14. Construction. This Agreement (and reference to the Agreement in this document includes any exhibits) is the result of arms' length negotiations between the Parties and shall be construed as if it was jointly drafted by the Parties without reference to any principle by which it is interpreted against the drafter. The paragraph headings used in this Agreement are intended for convenience and reference and shall neither modify nor limit the terms of this Agreement.

15. Execution in Counterparts and Facsimile/Electronic Signatures. This Agreement and any exhibits may be executed in one or more counterparts, which shall constitute one binding agreement. Transmittal and receipt of an electronic or facsimile signature or a copy of this Agreement with such signatures shall be validly binding on the Parties hereto, in accordance with this Agreement's terms.

16. Successors in Interest. This Agreement shall inure to the benefit of all employees, officers, directors, members, managers, supervisors, shareholders, agents, predecessors, successors, affiliates, assigns, executors, administrators, personal representatives, heirs and other successors in interest of the Parties hereto.

17. California Law to Govern and Venue. This Agreement shall be governed by California law. Any dispute arising out of, under, or related to this Agreement shall be brought in San Bernardino County, California.

18. Integration and No Modification. This Agreement contains the entire agreement between the Parties and may not be altered, amended, or modified in any respect, except by a writing duly executed by the Parties hereto. All other prior agreements and understandings, representations, oral agreements, and writings concerning the Action, Plaintiff's claims, this Agreement, or this settlement as provided

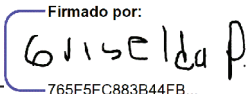
herein are expressly superseded hereby and are of no further force or effect. For clarity and avoidance of doubt, any prior agreement to arbitrate involving Plaintiff and a Defendant is not superseded and remains in full force and effect.

19. **Opportunity to Consult Counsel.** The Parties acknowledge and agree that each has been given the opportunity to consult counsel regarding the contents of this Agreement, and that each has sought the advice of counsel to the extent such Party believes necessary to do so prior to entering into this Agreement.

20. **Voluntary and Knowing Execution.** The Parties acknowledge that they each have the right to enter into this Agreement or not enter into this Agreement, to negotiate this Agreement and its terms (including with the aid and advice of counsel), and that each has entered into this Agreement knowingly and voluntarily, with full understanding and agreement with its terms.

Plaintiff

Dated: 10/15/2025

By: 
 Firmado por: 765F5FC883B44FB...
 Griselda Pena

Dated:

Defendant United Employment Solutions, Inc.

By:

Print Name:
 Authorized Signatory

Dated:

Defendant Arevalo Tortilleria, Inc.

By:

Print Name:
 Authorized Signatory

herein are expressly superseded hereby and are of no further force or effect. For clarity and avoidance of doubt, any prior agreement to arbitrate involving Plaintiff and a Defendant is not superseded and remains in full force and effect.

19. **Opportunity to Consult Counsel.** The Parties acknowledge and agree that each has been given the opportunity to consult counsel regarding the contents of this Agreement, and that each has sought the advice of counsel to the extent such Party believes necessary to do so prior to entering into this Agreement.

20. **Voluntary and Knowing Execution.** The Parties acknowledge that they each have the right to enter into this Agreement or not enter into this Agreement, to negotiate this Agreement and its terms (including with the aid and advice of counsel), and that each has entered into this Agreement knowingly and voluntarily, with full understanding and agreement with its terms.

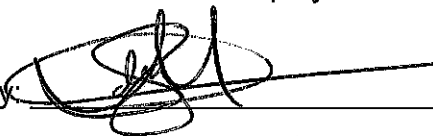
Plaintiff

Dated: _____

By: _____
Griselda Pena

Dated: 10/28/25

Defendant United Employment Solutions, Inc.

By:  _____

Print Name: Alejandra Sandoval
Authorized Signatory

Dated: _____

Defendant Arevalo Tortilleria, Inc.

By: _____

Print Name: _____
Authorized Signatory

herein are expressly superseded hereby and are of no further force or effect. For clarity and avoidance of doubt, any prior agreement to arbitrate involving Plaintiff and a Defendant is not superseded and remains in full force and effect.

19. **Opportunity to Consult Counsel.** The Parties acknowledge and agree that each has been given the opportunity to consult counsel regarding the contents of this Agreement, and that each has sought the advice of counsel to the extent such Party believes necessary to do so prior to entering into this Agreement.

20. **Voluntary and Knowing Execution.** The Parties acknowledge that they each have the right to enter into this Agreement or not enter into this Agreement, to negotiate this Agreement and its terms (including with the aid and advice of counsel), and that each has entered into this Agreement knowingly and voluntarily, with full understanding and agreement with its terms.

Plaintiff

Dated: _____

By: _____
Griselda Pena

Dated: _____

Defendant United Employment Solutions, Inc.

By: _____

Print Name: _____
Authorized Signatory

Dated: 11/12/25

Defendant Arevalo Tortilleria, Inc.

By: _____

Print Name: Luis Arevalo
Authorized Signatory

EXHIBIT C

Suzette Boucher

From: no-reply@formassembly.com
Sent: Monday, November 17, 2025 5:23 PM
To: Suzette Boucher
Subject: Thank you for your Proposed Settlement Submission

11/17/2025 05:22:40 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 11/17/2025 05:22:40 PM your Proposed Settlement was successfully processed for case number LWDA-CM-997409-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**PROOF OF SERVICE
VIA CASE ANYWHERE**

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

On November 17,, 2025, I served the foregoing document described as
**(CORRECTED) DECLARATION OF MARCUS J. BRADLEY IN SUPPORT OF REQUEST
FOR DISMISSAL OF LAWSUIT**

on all interested parties in said action:

SEE ATTACHED SERVICE LIST

Pursuant to the Court's Order Authorizing Electronic Service, the above-named document has been electronically served on counsel of record by transmission through the Case Anywhere system on the date below. The transmission of this document to Case Anywhere system was reported as complete and a copy of the Case Anywhere Transaction Receipt will be maintained along with the original document and proof of service in our office.

Executed on November 17, 2025, at Westlake Village, California.

/s/ Suzette Boucher

Suzette Boucher

Pena v. United Employment Solutions, Inc.
Los Angeles County Superior Court Case No. 23STCV29473

Service List

Michael B. Adreani, Esq. Trevor R. Witt, Esq. Nicolas W. Tomas, Esq. ROXBOROUGH, POMERANCE, NYE & ADREANI, LLP 5900 Canoga Avenue, Suite 450 Woodland Hills, California 91367 Telephone: (818) 992-9999 Facsimile: (818) 992-9991 mba@rpnalaw.com trw@rpnalaw.com nwt@rpnalaw.com	Attorneys for Defendant UNITED EMPLOYMENT SOLUTIONS, INC.
Carolyn E. Sieve, Esq. CONSTANGY, BROOKS, SMITH & PROPHETE, LLP 23046 Avenida de la Carlota, Suite 600 Laguna Hills, CA 92653 Telephone: (949) 743-3979 Facsimile: (949) 743-3934 csieve@constangy.com Matthew Scholl, Esq. CONSTANGY, BROOKS, SMITH & PROPHETE, LLP 2029 Century Park East, Suite 1100 Los Angeles, California 90067 Telephone: (310) 909-7775 mscholl@constangy.com	Attorneys for Defendant AREVALO TORTILLERIA, INC.