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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO**

PARHAM BARGHCHI, an individual, and in
his representative capacity on behalf of the State
of California, and other aggrieved employees,

Plaintiff,

vs.

GOOD LIVING SERVICES, INC., a California
corporation, GOOD LIVING MGMT II, INC.
dba Urbana Mission, a California corporation,
UGSF, INC. dba Urbana Geary, a California
corporation; MARTY HIGGINS, an individual,
STEPHEN SUKMAN, an individual, and DOES
1-25,

Defendants.

Case No. CGC-24-613022

**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: April 9, 2025
Time: 9:00 a.m.
Dept: 302
Hon. Joseph M. Quinn

Complaint Filed: March 11, 2024
Trial Date: October 6, 2025

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1 **I. INTRODUCTION**

2 On December 29, 2023, Plaintiff Parham Barghchi (“Plaintiff”), by and through his counsel,
3 provided the Labor Workforce and Development Agency (“LWDA”) written notice by online filing
4 and Defendants via certified mailing of specific provisions of Lab. Code §§ 2699 *et seq.* alleged to
5 be violated including the facts and theories to support the alleged violation (the “PAGA Notice”).
6 Emran Decl. ¶ 3; Ex. A to Emran Decl.

7 On March 11, 2024, after the LWDA declined to investigate Plaintiff’s alleged violations,
8 Plaintiff brought an individual wage and hour and representative PAGA claim against Defendants
9 GOOD LIVING SERVICES, INC., GOOD LIVING MGMT II, INC. dba Urbana Mission, UGSF,
10 INC. dba Urbana Geary, MARTY HIGGINS, STEPHEN SUKMAN, and DOES 1-25
11 (“Defendants”) alleging nine causes of action (1) for failure to pay all minimum wages; (2) for
12 failure to pay overtime compensation, (3) for failure to provide rest periods, (4) for failure to provide
13 required meal periods, (5) for failure to pay wages when due, (6) for failure to provide accurate,
14 itemized wage statements, (7) for failure to reimburse business expenses, (8) for failure to pay wages
15 upon termination, and (9) for recovery of civil penalties under the Labor Code Private Attorneys
16 General Act (Cal. Lab. Code § 2698, *et. seq.*). Emran Decl. ¶ 4; Ex. B to Emran Decl.

17 On March 14, 2025, Plaintiff submitted a copy of the proposed settlement for Plaintiff’s
18 individual claims to the LWDA. Ex. C to Emran Decl; Emran Decl. ¶ 9. At the same time of this
19 filing, Plaintiff submitted this Request for Dismissal of Entire Action to the LWDA. Ex. C to Emran
20 Decl; Emran Decl ¶ 10.

21 Pursuant to Labor Code § 2699(s), Plaintiff seeks the Court’s approval of individual
22 settlement and dismissal of the PAGA claim as the Parties did not settle the representative claim.
23 Emran Decl. ¶ 2.

24 **II. FACTUAL BACKGROUND**

25 **A. PLAINTIFF’S CONTENTIONS**

26 Defendants own and operate a cannabis retail shop and employed Plaintiff as a Budtender
27 between October 2022 and August 2023. Ex. B to Emran Decl. ¶ 14-15. Plaintiff contends
28 Defendants committed numerous wage and hour violations against Plaintiff and other Aggrieved

1 Employees, specifically (1) for failure to pay all minimum wages; (2) for failure to pay overtime
2 compensation, (3) for failure to provide rest periods, (4) for failure to provide required meal periods,
3 (5) for failure to pay wages when due, (6) for failure to provide accurate, itemized wage statements,
4 (7) for failure to reimburse business expenses, (8) for failure to pay wages upon termination, and
5 (9) for recovery of civil penalties under the Labor Code Private Attorneys General Act (Cal. Lab.
6 Code § 2698, *et. seq.*). Emran Decl. ¶ 4; Ex. B to Emran Decl.

7 **B. PROCEDURAL HISTORY**

8 On December 29, 2023, Plaintiff provided the Labor Workforce and Development Agency
9 (“LWDA”) written notice by online filing and Defendants via certified mailing of specific
10 provisions of Lab. Code §§ 2699 *et seq.* alleged to be violated including the facts and theories to
11 support the alleged violation. Emran Decl. ¶ 3; Ex. A to Emran Decl. The LWDA did not provide
12 any notice of its intent to investigate the alleged violation within 65 calendar days of the postmark
13 date of the PAGA Notice. Emran Decl. ¶ 4.

14 On March 11, 2024, Plaintiff, by and through his counsel, filed a Complaint against
15 Defendants alleging nine causes of action (1) for failure to pay all minimum wages; (2) for failure
16 to pay overtime compensation, (3) for failure to provide rest periods, (4) for failure to provide
17 required meal periods, (5) for failure to pay wages when due, (6) for failure to provide accurate,
18 itemized wage statements, (7) for failure to reimburse business expenses, (8) for failure to pay wages
19 upon termination, and (9) for recovery of civil penalties under the Labor Code Private Attorneys
20 General Act (Cal. Lab. Code § 2698, *et. seq.*). Emran Decl. ¶ 4; Ex. B to Emran Decl.

21 After meeting and conferring, Defendants have shown Plaintiff’s alleged complaints were
22 individualized and therefore not likely capable of satisfying a PAGA judgment. Emran Decl. ¶ 5.
23 Defendants provided evidence that they maintained compliant written policies related to Plaintiff’s
24 claims. Emran Decl. ¶ 5. Therefore, the Parties have agreed to a settlement of only Plaintiff’s
25 individual claims and include a release of Plaintiff’s ability to stand as a PAGA representative. Ex.
26 C to Emran Decl. Emran Decl. ¶ 5.

27 Although Plaintiff will receive consideration in exchange for his dismissal, *with prejudice*,
28 of his individual wage and hour claims and individual PAGA claim, Plaintiff did not and will not

1 receive consideration for the dismissal of the representative PAGA claim. Emran Decl. ¶ 6.

2 On March 14, 2025, Plaintiff submitted provided the LWDA with a copy of the proposed
3 settlement for Plaintiff's individual claims. Ex. D to Emran Decl. Emran Decl. ¶ 9. At the same of
4 this filing, Plaintiff provided the LWDA with notice of this Request for Dismissal hearing by
5 submitting a copy of this Motion and all corresponding documents to the LWDA website. Ex. E to
6 Emran Decl. Emran Decl ¶ 10.

7 **III. SUMMARY OF SETTLEMENT AGREEMENT**

8 **A. SETTLEMENT TERMS**

9 The Parties have agreed upon entry of the Order dismissing Plaintiff's individual claims
10 with prejudice and representative PAGA Cause of Action *without prejudice*, Defendants shall pay
11 Plaintiff the total gross sum of Fifty Thousand Dollars and Zero Cents (\$50,000.00) (the
12 "Settlement Payment") in full compromise and settlement of all individual claims released herein
13 by Plaintiff. Ex. C to Emran Decl. ¶ 3.

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

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

19 "Releasees from any and all claims, demands, obligations, actions, causes of
20 action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses
21 and expenses, known or unknown, suspected or unsuspected, filed or unfiled,
22 including but not limited to the Action and other legal actions that he may have or
23 have had arising out of any known or unknown fact, condition or incident
24 occurring prior to the date of Plaintiff's execution of this Agreement, arising out
25 of or in connection with any claims, demand, charges, or complaints, arising from
26 his employment with Defendant, the cessation thereof, or any other interaction or
27 relations with Releasees, including but not limited to the Action... By executing
28 this Agreement, Plaintiff represents, warrants, and confirms that he is not an
aggrieved employee for purposes of acting as a Private Attorney General under
the PAGA, and specifically that he did not suffer any violation that would form
the basis to pursue a claim/penalty under the PAGA. Moreover, Plaintiff
disclaims any right to act as a Private Attorney General under the PAGA or to
participate or recover any amount in any PAGA claim brought by any other party
against the Releasees. Accordingly, Plaintiff covenants that he cannot and will not

1 pursue a representative PAGA claim against the Releasees.”
2 Ex. C to Emran Decl. ¶ 6.

3 Plaintiff’s Settlement additionally includes a Cal. Civ. Code § 1542 waiver for all unknown
4 claims against Releasees. Ex. C to Emran Decl. ¶ 7. The Parties Settlement Agreement does not
5 purport to release any PAGA claims on behalf of the State of California, the LWDA, or any
6 Aggrieved Employees. Ex. C to Emran Decl.

7 **IV. LEGAL ANALYSIS**

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

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

19 Under Labor Code § 2699(s), the Parties must obtain approval of their PAGA settlement
20 from the Court. Pursuant to Labor Code Section 2699(e)(1), the Court has wide discretion regarding
21 the amount of the PAGA penalty (See also *Thurman v. Bayshore Transit Management* (2012) 203
22 Cal.App.4th 1112, 1136 [standard of review is abuse of discretion].) The primary objective of a
23 PAGA action “is to supplement enforcement actions by public agencies, which lack adequate
24 resources to bring all such actions themselves.” *Arias v. Superior Court* (2009) 46 Cal.4th 969, 980-
25 981, 986. “Restitution is not the primary object of a PAGA action, as it is in most class actions.”
26 *Franco v. Athens Disposal Co., Inc.* (2009) 171 Cal.App.4th 1277, 1300 (emphasis added). Rather,
27 a PAGA action is “fundamentally a law enforcement action designed to protect the public and
28 penalize the employer for past illegal conduct.” *Id.* Prior to the enactment of PAGA, the California

1 Legislature determined that it lacked adequate financing to enforce California labor laws and in
2 order “to achieve maximum compliance with state labor laws,” it declared that it was in the public
3 interest to allow employees, acting as private attorneys general, to recover civil penalties that
4 otherwise would have been assessed and collected by the LWDA. *Arias*, 46 Cal.4th at 980-981.

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

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

20 On March 14, 2025, Plaintiff submitted provided the LWDA with a copy of the proposed
21 settlement for Plaintiff’ s individual claims. Ex. D to Emran Decl. Emran Decl. ¶ 9. At the same
22 of this filing, Plaintiff provided the LWDA with notice of this Request for Dismissal hearing by
23 submitting a copy of this Motion and all corresponding documents to the LWDA website. Ex. E to
24 Emran Decl. Emran Decl. ¶ 10.

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

26 After meeting and conferring, Defendants have shown Plaintiff’s alleged complaints were
27 individualized and therefore not likely capable of satisfying a PAGA judgment. Emran Decl. ¶ 5.
28 Defendants provided evidence that they maintained compliant written policies related to Plaintiff’s

1 claims. Emran Decl. ¶ 5. Therefore, the Parties have agreed to a settlement of only Plaintiff's
2 individual claims and include a release of Plaintiff's ability to stand as a PAGA representative.
3 Emran Decl. ¶ 5.

4 Although Plaintiff will receive consideration in exchange for his dismissal, *with prejudice*,
5 of his individual wage and hour claims and individual PAGA claim, Plaintiff did not and will not
6 receive consideration for the dismissal of the representative PAGA claim. Emran Decl. ¶ 6.

7 No notice to any allegedly aggrieved employees Plaintiff purports to represent has been
8 provided. Accordingly, the Court may dismiss the Action without notice to any purported aggrieved
9 employees if the Court finds that the dismissal will not prejudice them. Emran Decl. ¶ 7. No
10 prejudice will result to any allegedly aggrieved employee or the State of California in the absence
11 of notice. Emran Decl. ¶ 8. No consideration, direct or indirect, is being given for the dismissal of
12 the representative claims, without prejudice. Emran Decl. ¶ 8.

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

14 Between September 2024 and January 2024, the Parties engaged in settlement negotiations,
15 discussed each Party's position, exchanged evidence including text messages, timecards, payroll
16 records, and meal waivers. Emran Decl. ¶ 5. After meeting and conferring, Defendants provided
17 evidence that Plaintiff's alleged complaints were individualized and therefore not likely capable of
18 satisfying a PAGA judgment. Defendants provided evidence that they maintained compliant written
19 policies related to Plaintiff's claims. Emran Decl. ¶ 5. Therefore, the Parties have agreed to a
20 settlement of only Plaintiff's individual claims and include a release of Plaintiff's ability to stand as
21 a PAGA representative. Ex C to Emran Decl. Emran Decl. ¶ 5.

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

1 **V. CONCLUSION**

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

6
7 DATED: March 17, 2025

EMRAN LAW FIRM

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9 By: Harris Emran
10 Harris Emran
11 Attorney for PLAINTIFF and OTHER
12 AGGRIEVED EMPLOYEES
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