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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA**

MARCUS ANDTHONY CROSBY, an
individual, and in his representative capacity
on behalf of the State of California and other
aggrieved employees,

Plaintiff,

v.

DHANDWAR BROS TRUCKING, INC., a
California corporation, KULDEEP
DHANDWAR, an individual, HARWINDER
KAUR, an individual, DHANDWAR
TRUCKING, INC., a California corporation,
DHANDWAR BROS TOWING INC., a
California corporation, RAJWINDER K.
DHANDWAR, an individual, SUKHWINDER
DHANDWAR, and DOES 1-25.

Defendants.

Case No. 24CV065789

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

Complaint Filed: February 28, 2024
Trial Date: January 30, 2026

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

Hearing Date: February 13, 2026
Time: 10:00 AM
Dept: 520
Hon. Jamilah Jefferson
Reservation No. 346034674604

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1 **I. INTRODUCTION**

2 On January 7, 2026, the Parties participated in the court ordered Mandatory Settlement
3 Conference with the Honorable Brad Seligman. Martinez Decl. ¶ 5. With Hon. Seligman’s
4 assistance, the Parties reached a settlement agreement which includes Plaintiff dismissing his
5 representative PAGA claim without prejudice and dismissing his individual claims with prejudice.
6 Martinez Decl. ¶ 5; Ex. A to Martinez Decl.

7 Defendants maintain their position that only three (3) aggrieved employees, including
8 Plaintiff, exist, and each aggrieved employee has filed an individual civil matter in this Superior
9 Court seeking recovery of their individual claims. Martinez Decl. ¶ 6. See *Finch and Cantal v.*
10 *Dhandwar Bros Trucking, Inc., et al.* Case. No. 25CV119199. Martinez Decl. ¶ 6. Therefore, the
11 Parties have agreed to a settlement of only Plaintiff’s individual claims and include a release of
12 Plaintiff’s ability to stand as a PAGA representative. Martinez Decl. ¶ 6.

13 Although Plaintiff will receive consideration in exchange for his dismissal, with prejudice,
14 of his individual wage and hour claims and individual PAGA claim, Plaintiff did not and will not
15 receive consideration for the dismissal of the representative PAGA claim. Martinez Decl. ¶ 7; Ex. A
16 to Martinez Decl.

17 On January 20, 2026, Plaintiff submitted a copy of the proposed settlement for Plaintiff’s
18 individual claims to the LWDA. Martinez Decl. ¶ 10; Ex. B to Martinez Decl. At the same time of
19 this filing, Plaintiff submitted this Request for Dismissal of Entire Action to the LWDA along with
20 Plaintiff’s *Ex Parte* Application. Martinez Decl. ¶ 11; Ex. B to Martinez Decl.

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 **II. FACTUAL BACKGROUND**

24 **A. PLAINTIFF’S CONTENTIONS**

25 Defendants own and operate a dump truck and trucking business. Second Amended
26 Complaint (“SAC”) ¶ 20. Defendants employed Plaintiff as a Driver between January 2022 and
27 January 2023. SAC ¶ 21. Plaintiff contends Defendants committed numerous wage and hour
28 violations against Plaintiff and other Aggrieved Employees, specifically 1) Unfair Competition; 2)

1 Failure to Pay Minimum Wages; 3) Failure to Pay Overtime Wages; 4) Failure to Provide Rest
2 periods; 5) For Failure to Provide Required Meal Periods; 6) Failure to Reimburse Business
3 Expenses; 7) Waiting Time Penalties; 8) Failure to Pay Wages When Due; 9) For Failure to Provide
4 Accurate, Itemized Wage Statements; 10) Violation of Labor Code 6400; 11) Violation of Labor
5 Code 6402; 12) Violation of Labor Code 6403; 13) Violation of Labor Code 6306; 14)
6 Misclassification of Employees in Violation of Cal. Lab. Code 2775; 15) Retaliation; 16) Wrongful
7 Termination; 17) Recovery of Civil Penalties under the Labor Code Private Attorneys General Act
8 (Cal. Lab. Code § 2698, et. seq.). Martinez Decl. ¶ 4.

9 **B. PROCEDURAL HISTORY**

10 On December 22, 2023, Plaintiff Marcus Crosby (“Plaintiff”), by and through his counsel,
11 provided the Labor Workforce and Development Agency (“LWDA”) written notice by online filing
12 and Defendants via certified mailing of specific provisions of Lab. Code §§ 2699 et seq. alleged to
13 be violated including the facts and theories to support the alleged violation (the “PAGA Notice”).
14 Declaration of Kaitlin Martinez, Esq. (Martinez Decl.) ¶ 3.

15 On February 28, 2024, after the LWDA declined to investigate Plaintiff’s alleged violations,
16 Plaintiff brought individual wage and hour claims and a representative PAGA claim against
17 Defendants Dhandwar Bros Trucking Inc., Kuldeep Dhandwar, and Hardwinder Kaur. Martinez
18 Decl. ¶ 4. On November 14, 2025, this Court granted Plaintiff’s Motion to Amend the Complaint
19 allege seventeen causes of action including 1) Unfair Competition; 2) Failure to Pay Minimum
20 Wages; 3) Failure to Pay Overtime Wages; 4) Failure to Provide Rest periods; 5) For Failure to
21 Provide Required Meal Periods; 6) Failure to Reimburse Business Expenses; 7) Waiting Time
22 Penalties; 8) Failure to Pay Wages When Due; 9) For Failure to Provide Accurate, Itemized Wage
23 Statements; 10) Violation of Labor Code 6400; 11) Violation of Labor Code 6402; 12) Violation of
24 Labor Code 6403; 13) Violation of Labor Code 6306; 14) Misclassification of Employees in
25 Violation of Cal. Lab. Code 2775; 15) Retaliation; 16) Wrongful Termination; 17) Recovery of Civil
26 Penalties under the Labor Code Private Attorneys General Act (Cal. Lab. Code § 2698, et. seq.)
27 against Defendant DHANDWAR BROS TRUCKING, INC., a California corporation,
28 DEFENDANT DHANDWAR TRUCKING, INC., a California corporation, DEFENDANT

1 DHANDWAR BROS TOWING INC. a California corporation, DEFENDANT KULDEEP
2 DHANDWAR, an individual, DEFENDANT HARWINDER KAUR, an individual, DEFENDANT
3 RAJWINDER K. DHANDWAR, an individual, DEFENDANT SUKHWINDER DHANDWAR, an
4 individual (“Defendants”). Martinez Decl. ¶ 4.

5 On January 7, 2026, the Parties participated in the court ordered Mandatory Settlement
6 Conference with the Honorable Brad Seligman. Martinez Decl. ¶ 5. With Hon. Seligman’s
7 assistance, the Parties reached a settlement agreement which includes Plaintiff dismissing his
8 representative PAGA claim without prejudice and dismissing his individual claims with prejudice.
9 Martinez Decl. ¶ 5; Ex. A to Martinez Decl.

10 Defendants maintain their position that only three (3) aggrieved employees, including
11 Plaintiff, exist, and each aggrieved employee has filed an individual civil matter in this Superior
12 Court seeking recovery of their individual claims. Martinez Decl. ¶ 6. See *Finch and Cantal v.*
13 *Dhandwar Bros Trucking, Inc., et al.* Case. No. 25CV119199. Martinez Decl. ¶ 6. Therefore, the
14 Parties have agreed to a settlement of only Plaintiff’s individual claims and include a release of
15 Plaintiff’s ability to stand as a PAGA representative. Martinez Decl. ¶ 6.

16 Although Plaintiff will receive consideration in exchange for his dismissal, with prejudice,
17 of his individual wage and hour claims and individual PAGA claim, Plaintiff did not and will not
18 receive consideration for the dismissal of the representative PAGA claim. Martinez Decl. ¶ 7; Ex. A
19 to Martinez Decl.

20 On January 20, 2026, Plaintiff submitted a copy of the proposed settlement for Plaintiff’s
21 individual claims to the LWDA. Martinez Decl. ¶ 10; Ex. B to Martinez Decl. At the same time of
22 this filing, Plaintiff submitted this Request for Dismissal of Entire Action to the LWDA along with
23 Plaintiff’s *Ex Parte* Application. Martinez Decl. ¶ 11; Ex. B to Martinez Decl.

24 **III. SUMMARY OF SETTLEMENT AGREEMENT**

25 **A. SETTLEMENT TERMS**

26 The Parties have agreed upon entry of the Order dismissing Plaintiff’s individual claims *with*
27 *prejudice* and representative PAGA Cause of Action *without prejudice*, Defendants shall pay
28 Plaintiff the total gross sum of Thirty-Three Thousand Dollars and Zero Cents (\$33,000.00) (the

1 “Settlement Payment”) in full compromise and settlement of all individual claims released herein
2 by Plaintiff. Ex. B to Martinez Decl., Section A, C.

3 **B. PLAINTIFF’S INDIVIDUAL GENERAL RELEASE OF CLAIMS**

4 The Parties have agreed, upon entry of the Order dismissing Plaintiff’s individual claims
5 with prejudice and Plaintiff’s PAGA Cause of Action without prejudice, in exchange for the
6 consideration set forth in the Settlement Agreement, Plaintiff releases and forever discharges
7 Defendants from:

8 “any and all charges, liabilities, claims, causes of action, complaints, damages, costs
9 (including costs of suit and attorneys’ fees and expenses), demands, or liens, of whatever
10 nature, character, type, or description, whether known or unknown, existing or potential,
11 fixed or contingent, suspected or unsuspected, foreseen or unforeseen, which the Plaintiff
12 has or asserts, or may hereafter have or assert, against Defendants by reason of any acts or
13 omissions, events, or facts on the part of the Defendants occurring any time before the date
14 this Agreement was signed, including, without limitation, any Claims (defined below)
15 arising out of or otherwise relating to Plaintiff’s employment with Defendants; including,
16 without limitation, any alleged breach of any express or implied employment agreement;
17 any alleged torts or other alleged legal restrictions relating to Plaintiff’s employment thereof;
18 and any alleged violation of any federal, state or local statute, legislation, or ordinance or
19 any federal or state common law, including, without limitation, Title VII of the Civil Rights
20 Act of 1964, as amended, 42 U.S.C. §§ 2000, et seq.; the Americans with Disabilities Act,
21 as amended, 42 U.S.C. §§ 12101, et seq.; the Rehabilitation Act of 1973, as amended, 29
22 U.S.C. §§ 701, et seq.; the Civil Rights Act of 1866, and the Civil Rights Act of 1991; 42
23 U.S.C. §§ 1981, et seq.; the Age Discrimination in Employment Act, as amended, 29 U.S.C.
24 §§ 621, et seq.; the Equal Pay Act, as amended, 29 U.S.C. § 206(d); regulations of the Office
25 of Federal Contract Compliance, 41 CFR §§ 60, et seq.; the Family and Medical Leave Act,
26 as amended, 29 U.S.C. §§ 2601, et seq.; the Fair Labor Standards Act of 1938, as amended,
27 29 U.S.C. §§ 201, et seq.; the Plaintiff Retirement Income Security Act, as amended, 29
28 U.S.C. §§ 1001, et seq.; the California Fair Employment and Housing Act, Cal. Govt. Code
§§ 12940, et seq.; the California Unruh Civil Rights Act, Cal. Civ. Code §§ 51, et seq.; and
the California Labor Code; California Business and Professions Code §§ 17200 et seq.; the
California Family Rights Act; the Families First Coronavirus Response Act; and the
California Healthy Workplace Healthy Family Act.

Ex. A, Section 3(a) to Martinez Decl.

Plaintiff’s Settlement additionally includes a Cal. Civ. Code § 1542 waiver for all unknown
claims against Releasees and a waiver of Plaintiff’s right to serve as a class representative in a class
or collective action. Ex. A, Section 3(b) to Martinez Decl. The Parties Settlement Agreement does
not purport to release any PAGA claims on behalf of the State of California, the LWDA, or any
Aggrieved Employees. Ex. A to Martinez Decl.

IV. LEGAL ANALYSIS

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

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

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

Labor Code § 2699(s) provides that the Superior Court shall review and approve any settlement of any civil action filed pursuant to the PAGA. Although PAGA actions bear a superficial

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

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

14 On January 20, 2026, Plaintiff submitted provided the LWDA with a copy of the proposed
15 settlement for Plaintiff’s individual claims. Martinez Decl. ¶ 10; Ex. B to Martinez Decl. At the
16 same of this filing, Plaintiff provided the LWDA with notice of this Request for Dismissal hearing
17 by submitting a copy of this Motion and all corresponding documents to the LWDA website.
18 Martinez Decl. ¶ 11; Ex. B to Martinez Decl. Plaintiff additionally submitted Plaintiff’s *Ex Parte*
19 Application to the LWDA with its Motion Filing. Martinez Decl. ¶ 11; Ex. B to Martinez Decl.

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

21 Defendants maintain their position that only three (3) aggrieved employees, including
22 Plaintiff, exist, and each aggrieved employee has filed an individual civil matter in this Superior
23 Court seeking recovery of their individual claims. Martinez Decl. ¶ 6. See *Finch and Cantal v.*
24 *Dhandwar Bros Trucking, Inc.*, et al. Alameda Superior Court Case. No. 25CV119199. Martinez
25 Decl. ¶ 6. Therefore, the Parties have agreed to a settlement of only Plaintiff’s individual claims and
26 include a release of Plaintiff’s ability to stand as a PAGA representative. Martinez Decl. ¶ 6.

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. Martinez Decl. ¶ 7; Ex.
2 A to Martinez Decl.

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

9 **C. PLAINTIFF’S INDIVIDUAL SETTLEMENT IS FAIR, ADEQUATE, AND**
10 **REASONABLE**

11 The Parties’ Settlement is the final product of the Mandatory Settlement Conference with
12 the Honorable Brad Seligman. Martinez Decl. ¶ 5. Each of the alleged Aggrieved Employees are
13 separately pursuing their individual damages therefore the Parties have agreed to a settlement of
14 only Plaintiff’s individual claims and include a release of Plaintiff’s ability to stand as a PAGA
15 representative. Martinez Decl. ¶ 6; Ex. A to Martinez Decl.

16 Plaintiff’s individual Settlement Payment is fair and reasonable considering the probability
17 of recovery in this matter and merits of Plaintiff’s individual claims only. Martinez Decl. ¶ 12. Here,
18 both Parties’ counsel have extensive experience in employment and wage and hour litigation and
19 conducted an extensive investigation of the factual allegations involved in this case. Martinez Decl.
20 ¶ 12. Each side has apprised the other, informally of their respective factual contentions, legal
21 theories and defenses, resulting in extensive arms-length negotiations taking place among the
22 Parties. Martinez Decl. ¶ 12.

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