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MARCUS ANTHONY CROSBY

**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

**DECLARATION OF KAITLIN
MARTINEZ, ESQ. 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; Memorandum of Points and
Authorities in Support of Plaintiff's Request
for Dismissal of Entire Action; and
[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, Kaitlin Martinez, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge. I am an attorney-at-
4 law and the Associate Attorney at Emran Law Firm (hereinafter “Counsel”), counsel of record for
5 Plaintiff Marcus Crosby, in this matter.

6 2. Plaintiff, by and through his counsel of record respectfully request that this Court
7 dismiss 1) Plaintiffs’ representative PAGA claim, *without prejudice*, 2) Plaintiffs’ individual PAGA
8 claim, *with prejudice*, and 3) Plaintiffs’ individual wage and hour claims *with prejudice*.

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

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

1 HARWINDER KAUR, an individual, DEFENDANT RAJWINDER K. DHANDWAR, an
2 individual, DEFENDANT SUKHWINDER DHANDWAR, an individual (“Defendants”).

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

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

13 7. Although Plaintiff will receive consideration in exchange for his dismissal, with
14 prejudice, of his individual wage and hour claims and individual PAGA claim, Plaintiff did not and
15 will not receive consideration for the dismissal of the representative PAGA claim. See **Exhibit A**,
16 Section 1.

17 8. No notice to any allegedly aggrieved employees Plaintiff purports to represent has
18 been provided. Accordingly, the Court may dismiss the Action without notice to any purported
19 aggrieved employees if the Court finds that the dismissal will not prejudice them.

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

23 10. On January 20, 2026, my office provided the LWDA with a copy of the proposed
24 settlement for Plaintiff’s individual claims. See **Exhibit B**.

25 11. At the same time of this filing, my office provided the LWDA with notice of this
26 Request for Dismissal hearing by submitting a copy of this motion and all corresponding documents
27 to the LWDA website including Plaintiff’s *Ex Parte* Application. See **Exhibit B**

28 12. Plaintiff’s individual Settlement Payment is fair and reasonable considering the

1 probability of recovery in this matter and merits of Plaintiff's individual claims only. Here, both
2 Parties' counsel have extensive experience in employment and wage and hour litigation and
3 conducted an extensive investigation of the factual allegations involved in this case. Each side has
4 apprised the other, informally of their respective factual contentions, legal theories and defenses,
5 resulting in extensive arms-length negotiations taking place among the Parties.

6
7 I declare under the penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct. Executed this 20th day of January 2026, at San Francisco, California.

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10 By: Kaitlin Martinez
11 Kaitlin Martinez, Esq. 
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