

ILG Legal Office, P.C.
Stephen Noel Ilg (SBN 275599)
Nicolas Jupillat (SBN 335559)
156 South Spruce Avenue, Unit 206A
South San Francisco, CA 94080
Tel: (415) 580-2574
Fax: (415) 735-3454
Email: silg@ilglegal.com
Email: njupillat@ilglegal.com

Attorneys for Plaintiff Ross Davies and the Plaintiff Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

Ross Davies, on behalf of himself, all
others similarly situated, and the general
public,

Plaintiffs,

vs.

Silicon Shores Corporation, a California
corporation, and DOES 1 through 100,
inclusive,

Defendants.

Case No. 23CV428020

COMPLEX CASE; CLASS ACTION

**JOINT STIPULATION AND
[PROPOSED] ORDER TO DISMISS
ENTIRE CASE**

Date: n/a

Time: n/a

Dept.: 7

STIPULATION & [PROPOSED] ORDER

Plaintiff Ross Davies (“Plaintiff” or “Mr. Davies”) and Defendant Silicon Shores Corporation (“Defendant” or “Silicon Shores”) hereby enter into the following stipulation and mutually request the Court to enter an order dismissing this action in its entirety in accordance with this stipulation and the parties’ signed Settlement Agreement.

STIPULATION

1. Plaintiff Ross Davies hereby requests dismissal of this action in its entirety, including dismissal of all putative class action claims and Private Attorney General Act (“PAGA”) claims pursuant to California Rule of Court (CRC), 3.770 et. seq. as set forth herein. In accordance with the parties’ signed Settlement Agreement, Plaintiff seeks an Order dismissing the entire action with prejudice as to Plaintiff, but without prejudice as to others (including alleged putative class members). Neither the Parties nor any absent class member will incur any prejudice owing to the requested dismissals. Plaintiff has made no attempt to certify a plaintiff class; no motions or rulings have been made on the class certification issue; no notice has been required, nor given to any putative class member. The Settlement Agreement and this request for dismissal do not prejudice others’ rights to pursue viable claims. (Declaration of Stephen Noel Ilg in Support of Plaintiff’s Request for Dismissal, concurrently filed herewith, (“Ilg Decl.”) ¶ 5.). However, neither Plaintiff nor his counsel are aware of any other putative class member or other individual who wishes to pursue the alleged representative claims as a lead plaintiff.

2. The Parties served discovery requests, exchanged responses, and engaged in settlement discussions. After an investigation revealed significant challenges in achieving certification—particularly a lack of commonality and numerosity, the parties entered into a Settlement Agreement to resolve all claims on an individual basis. (Ilg Decl. ¶ 4.) Defendant denies the existence of any certifiable class, denies that Plaintiff would be a suitable class representative, and denies that Plaintiff is an aggrieved employee with standing to pursue PAGA claims. Absent settlement and dismissal of this action, Defendant would vigorously oppose class certification.

1 3. Plaintiff is seeking the Court's approval to dismiss the class and PAGA claims
2 because Labor Code section 2699(1)(2)-(3) and CRC 3.770 et seq. require Court approval of any
3 Settlement or dismissal of any such class or representative action.

4 4. While Plaintiff originally anticipated that his claims would proceed as a class
5 action, Plaintiff and his counsel ultimately decided against pursuing class action claims for the
6 reasons described in the Ilg Decl. (*See id.* ¶¶ 4-7.)

7 5. Plaintiff now seeks to dismiss his own claims “with prejudice” and no longer
8 wishes to continue with the lawsuit. (Ilg Decl. ¶ 6.) The Settlement Agreement is conditioned on
9 dismissal of the action in its entirety, including dismissal of putative class claims without
10 prejudice as to all unnamed putative class members pursuant to the CRC Rule 3.770. The
11 dismissal is not predicated on any undisclosed quid pro quo, and neither Plaintiff nor his counsel
12 have received any remuneration for dismissing class claims. (Ilg Decl. ¶ 7.) The requested
13 dismissal of putative class claims and representative PAGA claims is furthermore without
14 prejudice to others and, thus, will not compromise the absent class members’ interests. (Ilg Decl.
15 ¶ 7.)

16 6. Dismissal is appropriate. “California law favors the settlement of disputes as our
17 high court clarified in *Neary*. Settlement is efficient; it reduces costs, saves resources, and
18 minimizes court congestion. The parties are best positioned to understand their interests and
19 resolve a dispute in a mutually beneficial manner without court intervention into the settlement.”
20 *Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America*, 141 Cal. App. 4th 46, 62-63
21 (2006) (quoting *Neary v. Regents of University of California*, 3 Cal.4th 273, 277-278 (1992).)

22 7. “[T]here is an overriding public interest in settling and quieting litigation.” *Van*
23 *Bronkhorst v. Safeco Corp.* 529 F.2d 943, 950 (9th Cir. 1976). Indeed, “[d]ue regard should
24 be given to what is otherwise a private consensual agreement between the parties.” *Dunk v.*
25 *Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). “The court’s discretion is to be exercised
26 in light of the strong policy favoring voluntary settlement of litigation.” *California Dep’t of*
27 *Toxic Substances Control v. Waymire Drum Co.*, No. 98-03834 PJH, 1999 U.S. Dist. LEXIS
28 3814, *5 (N.D. Cal. Mar. 19, 1999). Therefore, the court’s inquiry ““must be limited to the

1 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
2 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
3 whole, is fair, reasonable and adequate to all concerned.” *Id.* (quoting *Officers for Justice v.*
4 *Civil Service Com.*, 688 F.2d 615, 625 (9th Cir. 1982).)

5 8. This ruling applies with equal force even where class claims were initially
6 asserted in the action. Upon submission of a “declaration setting forth the facts on which the
7 party relies,” courts may dismiss “an entire class action, or of any party or cause of action in a
8 class action.” (CRC 3.770(a).) “If the court has not ruled on class certification, or if notice of
9 the pendency of the action has not been provided to class members in a case in which such
10 notice was required . . . the action may be dismissed without notice to the class members if the
11 court finds that the dismissal will not prejudice them.” CRC 3.770(c).

12 9. Here, the Parties’ agreement to resolve Plaintiff’s claims comports with the
13 overarching public policy in favor of settlement. The Parties have resolved a matter that was
14 not yet set to go to trial and resolved it on terms acceptable to both sides. It is further clear that
15 neither Plaintiff nor his counsel have received any remuneration for dismissing the class
16 allegations. Most significantly, Plaintiff seeks to dismiss the class allegations without prejudice
17 as to others, so entry of the Proposed Order submitted herewith will not have any impact on any
18 absent putative class members.

19 10. The parties jointly and respectfully request that the Court dismiss all claims with
20 prejudice, including any and all claims stated herein against all parties, except for the PAGA
21 Claim and any putative class members’ claims, which shall be dismissed with prejudice as to
22 Plaintiff Ross Davies only and without prejudice as to any and all other allegedly aggrieved
23 employees or putative class members.

24 11. The Settlement does not affect any other individuals’ right or the LWDA’s right
25 to bring claims, including PAGA claims. Thus, the settlement at issue would bar the named
26 Plaintiff from pursuing a PAGA claim but not anyone else.

27 12. The Settlement Agreement does not attempt to release the claims of any absent
28 aggrieved employees and thus does not recover any civil penalties for them.

1 13. The decision not to pursue class litigation is a considered one. The decision was
2 made based on the fact that Plaintiff’s counsel believes the putative class action claims are no
3 longer viable, as discussed above.

4 14. Plaintiff’s counsel are experienced class action litigators, and would have pursued
5 class claims had they believed it appropriate to do so. *See, e.g., Arianna Suarez v. Bank of*
6 *America Corporation*, 18-cv-01202-LB (U.S. District Court for the Northern District of
7 California, [Dkt. 87] December 3, 2019) (two classes certified, including an estimated 20,000
8 Class Members of Assistant Managers and Call Center Employees; cases were later decertified
9 then recertified for purposes of settlement of a class action fund of up to \$1.89 million) (final
10 approval granted on January 11, 2024); *Badachi et al. v. Taisuco America Corporation*,
11 19CV004396 (Monterey County Superior Court) (final approval granted October 6, 2023 of
12 \$500,000 class action settlement to resolve claims related to failure to pay overtime rates after
13 eight hours of work in a day); *Brewer v. General Nutrition Corp.*, U.S. Dist. LEXIS 159380 (N.D.
14 Cal. 2014) (case litigated by Plaintiff’s counsel certifying several claims on behalf of
15 approximately 8,000 people and winning partial summary judgment regarding Labor Code
16 liability). The circumstances of this case make clear that the decision not to pursue class claims
17 was made only after evaluating the potential for putative class members to recover damages
18 herein. Neither the ends of justice nor judicial resources are well-served by not dismissing an
19 action

20 15. California Rules of Court, Rule 3.770(c) states that: “If the court has not ruled on
21 class certification, or if notice of the pendency of the action has not been provided to class
22 members in a case in which such notice was required, notice of the proposed dismissal may be
23 given in the manner and to those class members specified by the court, ***or the action may be***
24 ***dismissed without notice to the class members if the court finds that the dismissal will not***
25 ***prejudice them.***” (emphasis added.) Here, the dismissal of class claims is by definition without
26 prejudice. It is therefore axiomatic that any alleged putative class members will not be prejudiced.
27 Indeed, no class has been identified or certified, and no notice of pendency of this action has been
28 required or provided to any alleged putative class members.

IT IS SO STIPULATED.

Stephen Noel Ilg
Attorneys for Plaintiff
Ross Davies

[PROPOSED] ORDER

FOR GOOD CAUSE SHOWN, and based on the foregoing stipulation of the Parties and their signed Settlement Agreement, it is hereby ORDERED that:

1. This action and all cause of action alleged therein (including all PAGA claims and putative class claims) are hereby dismissed in their entirety. The dismissal is with prejudice as to Plaintiff Ross Davies. The dismissal is without prejudice as to others, including any other allegedly aggrieved employees or putative class members.

2. All parties shall bear their own attorney's fees and costs.

3. The Court shall retain jurisdiction to enforce the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____, 2025

SUPERIOR COURT JUDGE