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Attorneys for Defendant,
DOMAIN SERVICES, LLC

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF NAPA**

ESQUIBEL ARIAS, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

DOMAIN SERVICES, LLC, a California
Limited Liability Company; and DOES 1 TO 50,

Defendants.

Case No. 24CV000298

**DEFENDANT, DOMAIN SERVICES,
LLC'S NOTICE OF MOTION AND
MOTION TO ENFORCE SETTLEMENT
AGREEMENT AND FOR SANCTIONS
AGAINST PLAINTIFF ESQUIBEL ARIAS**

**[Cal. Code Civ. Proc. §§ 2023.010; 2023.030;
664.6]**

Date: September 10, 2025

Time: 8:30 a.m.

Place: 825 Brown Street, Department B
Napa, CA 94559

Hon. Cynthia P. Smith, presiding

Complaint filed: February 28, 2024

Trial Date: None

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on September 10, 2025 at the hour of 8:30 a.m., or as soon
thereafter as the matter may be heard, in Department B of the above-entitled court, located at 825

Brown Street, Napa, CA 94559, the Honorable Cynthia P. Smith presiding, Defendant DOMAIN SERVICES, LLC, a California Limited Liability Company (“Domain” or “Defendant”), will move, and hereby does move, this honorable Court to enter an order of judgment according to the terms of settlement in the Memorandum of Understanding.

PLEASE TAKE FURTHER NOTICE that on the date and time stated above, Plaintiff will move, and does hereby move, the Court for an order sanctioning Plaintiff ESQUIBEL ARIAS (“Plaintiff”) in the amount of at least \$6,607.50, representing Defendant’s costs and attorneys’ fees and costs incurred to date in bringing this Motion, to be paid to Defendant, or an amount to be determined by the Court, for Plaintiff’s misuse of discovery pursuant to Code of Civil Procedure sections 2023.010 and 2023.030 and for bad faith in Plaintiff’s PAGA representation. *See* Declaration of Jennifer Douglas (“Douglas Decl.”) ¶ 23.

This motion and the request to enter judgment according to the terms of a written settlement pursuant to Code of Civil Procedure section 664.6 is based upon the grounds that Defendant and Plaintiff (collectively the “Parties”) executed a valid and binding Memorandum of Understanding (MOU), resolving all claims in Plaintiff’s First Amended Complaint. *See* Douglas Decl. ¶ 7, Exhibit 1, MOU. This motion and the request for sanctions pursuant to Code of Civil Procedure sections 2023.010 and 2023.030 is further based upon the grounds that Plaintiff misused the discovery process by propounding written discovery long after the Parties had entered into binding settlement to resolve all claims; therefore, Plaintiff’s written discovery was issued with the goal of causing excess expense and undue burden to pressure Defendant to acquiesce to Plaintiff’s preferred settlement terms. *See* Douglas Decl. ¶¶ 14-17. This motion and the request for sanctions is further based upon the grounds that Plaintiff’s refusal to abide by the MOU and his attempt to appropriate settlement funds from the PAGA Settlement Class for himself reveal adverse interests to the PAGA Settlement Class and bad faith in his PAGA representation. *See* Douglas Decl. ¶¶ 9-11; 14-16.

This motion is brought after Defendant apprised Plaintiff of the valid and binding nature of the MOU and Plaintiff’s sanctionable conduct, and Plaintiff refused to cooperate with either the MOU or a drafted long-form settlement agreement. *See* Douglas Decl. ¶¶ 19-22, Exhibit 3.

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1 PLEASE TAKE FURTHER NOTICE, pursuant to Local Rule 2.9:

2 **“The Napa Court uses a Tentative Ruling System. To receive the tentative**
3 **ruling, visit the Court’s website at <http://www.napa.courts.ca.gov> or telephone**
4 **the Court at (707) 299-1270 after 3:00 p.m. the court day before the scheduled**
5 **hearing date. Unless the Court directs otherwise, no oral argument will be**
6 **permitted unless a party or counsel for a party requests a hearing by calling the**
7 **Court and all other parties or counsel no later than 4:00 p.m. the court day**
8 **before the hearing.”**

9 This motion shall be, and is, based upon this Notice of Motion, the Memorandum of Points and
10 Authorities filed herewith and the Declaration of Jennifer Douglas in support thereof, and all of the
11 exhibits thereto, and on such other and further evidence as may be presented at the hearing of this
12 motion.

13 Dated: August 8, 2025

DICKENSON, PEATMAN & FOGARTY PC



14 By: Jennifer Douglas
15 Angela A. Nelson
16 Attorneys for Defendant,
17 DOMAIN SERVICES, LLC
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LAW

PROOF OF SERVICE

I, the undersigned, certify that I am over age 18, and am not a party to this action, and am employed in the County of Sonoma, California. My business address is 520 Third Street, Suite 260, Santa Rosa, CA 95401.

On the date indicated below, I served the following document:

DEFENDANT, DOMAIN SERVICES, LLC'S NOTICE OF MOTION AND MOTION TO ENFORCE SETTLEMENT AGREEMENT AND FOR SANCTIONS AGAINST PLAINTIFF ESQUIBEL ARIAS

on the person(s) below, as follows:

MATTHEW A HAULK ESQ JOSE M HERRERA ESQ HAULT & HERRERA LLP 100 PINE ST STE 1250 SAN FRANCISCO CA 94111 mhaulk@hhemploymentlaw.com jherrera@hhemploymentlaw.com (415) 745-3301 fax	<i>Attorneys for Plaintiff</i>
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() PERSONAL SERVICE. I personally delivered the document(s) to the person(s) at the address(es) listed above. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.

() U. S. MAIL. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) at the address(es) listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

() BY OVERNIGHT DELIVERY. I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

(XX) BY ELECTRONIC SERVICE. I caused a copy of the document(s) to be sent to the person(s) at the electronic notification address(es) listed above pursuant to CCP §1010.6. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 8, 2025 at Cloverdale, California.

/s/ Kelly J. Mortensen
Kelly J. Mortensen