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

SABRINA CHIN, an individual, and in her
representative capacity on behalf of the State of
California, and other aggrieved employees,

Plaintiff,

vs.

TITAN MANAGEMENT GROUP, LLC, a
California Limited Liability Company; and
DOES 1 through 15, inclusive,

Defendants.

Case No. CGC-24-615976

**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 14, 2025
Time: 9:00 a.m.
Dept: 302
Hon. Joseph M. Quinn

Complaint Filed: June 27, 2024
Trial Date: not set

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1 **I. INTRODUCTION**

2 On June 27, 2024, after the LWDA declined to investigate Plaintiff’s alleged violations,
3 Plaintiff brought an individual wage and hour and representative PAGA claim against Defendant
4 TITAN MANAGEMENT GROUP, LLC, and DOES 1-15 (“Defendants”) alleging thirteen causes
5 of action (1) for failure to provide rest periods (2) for failure to provide meal periods, (3) for failure
6 to pay minimum wages (4) for failure to pay overtime wages, (5) for failure to reimburse business
7 expenses, (6) for failure to pay wages when due, (7) for failure to pay wages upon termination, (8)
8 for failure to provide accurate, itemized wage statements, (9) for gender discrimination – disparate
9 treatment, (10) for failure to prevent discrimination, (11) for wage discrimination based on gender,
10 (12) for wrongful termination in violation of public policy, and (13) for recovery of civil penalties
11 under the Labor Code Private Attorneys General Act (Cal. Lab. Code § 2698, et. seq.). Emran Decl.
12 ¶ 4; Ex. B to Emran Decl.

13 After engaging in extensive settlement negotiations, the Parties have reached a settlement
14 agreement settling only Plaintiff’s individual claims. Emran Decl. ¶ 5. Pursuant to Labor Code §
15 2699(s), Plaintiff seeks the Court’s approval of the individual settlement and dismissal of the PAGA
16 claims without prejudice. Emran Decl. ¶ 2.

17 **II. FACTUAL BACKGROUND**

18 **A. PLAINTIFF’S CONTENTIONS**

19 Defendants own and operate a residential property management company and employed
20 Plaintiff between March 2019 and March 2020, again between September 2020 and September 2022
21 as the Operations Manager, and again between September 2022 and December 2023 as the Interim
22 General Manager. Ex. B to Emran Decl. ¶ 10-11. Plaintiff contends Defendants committed
23 numerous wage and hour violations against Plaintiff and other Aggrieved Employees, specifically
24 (1) for failure to provide rest periods (2) for failure to provide meal periods, (3) for failure to pay
25 minimum wages (4) for failure to pay overtime wages, (5) for failure to reimburse business
26 expenses, (6) for failure to pay wages when due, (7) for failure to pay wages upon termination, (8)
27 for failure to provide accurate, itemized wage statements, (9) for gender discrimination – disparate
28 treatment, (10) for failure to prevent discrimination, (11) for wage discrimination based on gender,

(12) for wrongful termination in violation of public policy, and (13) for recovery of civil penalties under the Labor Code Private Attorneys General Act (Cal. Lab. Code § 2698, *et. seq.*). Emran Decl. ¶ 4; Ex. B to Emran Decl.

B. PROCEDURAL HISTORY

On April 22, 2024, Plaintiff provided the Labor Workforce and Development Agency (“LWDA”) written notice by online filing and Defendants via certified mailing of specific provisions of Lab. Code §§ 2699 *et seq.* alleged to be violated including the facts and theories to support the alleged violation (the “PAGA Notice”). Emran Decl. ¶ 3; Ex. A to Emran Decl. The LWDA did not provide any notice of its intent to investigate the alleged violation within 65 calendar days of the postmark date of the PAGA Notice. Emran Decl. ¶ 4.

On June 27, 2024, after the LWDA declined to investigate, Plaintiff, by and through her counsel, filed a Complaint against Defendants alleging thirteen causes of action (1) for failure to provide rest periods (2) for failure to provide meal periods, (3) for failure to pay minimum wages (4) for failure to pay overtime wages, (5) for failure to reimburse business expenses, (6) for failure to pay wages when due, (7) for failure to pay wages upon termination, (8) for failure to provide accurate, itemized wage statements, (9) for gender discrimination – disparate treatment, (10) for failure to prevent discrimination, (11) for wage discrimination based on gender, (12) for wrongful termination in violation of public policy, and (13) for recovery of civil penalties under the Labor Code Private Attorneys General Act (Cal. Lab. Code § 2698, *et. seq.*). Emran Decl. ¶ 4; Ex. B to Emran Decl.

Between October 2024, and January 2025, the parties engaged in settlement negotiations, exchanged evidence including e-mails, timecards, payroll records, discussed case facts, conducted discovery and explored mediation in an effort to resolve the claims. Emran Decl. ¶ 5. Defendants challenged Plaintiff’s standing as a PAGA representative because of her status as an exempt employee within the last year of her employment. Emran Decl. ¶ 5. Defendants additionally provided evidence that they maintained compliant written policies related to Plaintiff’s claims. Emran Decl. ¶ 5. After meeting and conferring, the parties agreed to settle Plaintiff’s individual claims only that dismisses Plaintiff’s individual claims with prejudice and the PAGA representative

claim without prejudice. Ex. C to Emran Decl. Emran Decl. ¶ 5.

Although Plaintiff will receive consideration in exchange for her dismissal, *with prejudice*, of her individual wage and hour claims and individual PAGA claim, Plaintiff did not and will not receive consideration for the dismissal of the representative PAGA claim. Plaintiff is not releasing any claims on behalf of the State of California or any Aggrieved Employees. Ex. C to Emran Decl. Emran Decl. ¶ 6.

On March 18, 2025, Plaintiff provided the LWDA with a copy of the proposed settlement for Plaintiff's individual claims. Ex. D to Emran Decl. Emran Decl. ¶ 9. At the same of this filing, Plaintiff provided the LWDA with notice of this Request for Dismissal hearing by submitting a copy of this Motion and all corresponding documents to the LWDA website. Ex. E to Emran Decl. Emran Decl. ¶ 10.

III. SUMMARY OF SETTLEMENT

A. SETTLEMENT TERMS

The Parties have agreed upon entry of the Order dismissing Plaintiff's Thirteenth Cause of Action seeking civil penalties under PAGA *without prejudice*, Defendants shall pay Plaintiff the total gross sum of Eighty Thousand Dollars and Zero Cents (\$80,000.00) (the "Settlement Payment") in full compromise and settlement of all individual claims released herein by Plaintiff. Ex. C ¶ 4 to Emran Decl.

B. PLAINTIFF'S INDIVIDUAL GENERAL RELEASE OF CLAIMS

The Parties have agreed, upon entry of the Order dismissing Plaintiff's Thirteenth Cause of Action seeking civil penalties under PAGA *without prejudice*, in exchange for the consideration set forth in the Settlement Agreement, Plaintiff, for herself and for her heirs, executors and assigns, hereby releases, acquits and forever discharges Defendant's Releasees:

"from any and all claims, contentions, rights, debts, liabilities, demands, accounts, obligations, duties, promises, costs, expenses (including, but not limited to, attorneys' fees), liens, subrogation rights, indemnification rights, damages, losses, actions, and causes of action, of any kind whatsoever (hereinafter referred to as "Claims"), whether due or owing in the past, present or future and whether based upon federal, state, or local contract law, tort law, statute, or any other legal or equitable theory of recovery, and whether known or unknown, suspected or unsuspected, fixed or contingent, matured or unmatured, with respect to,

pertaining to, or arising from any matters, acts, omissions, events, conduct or occurrences at any time prior to the date of this Agreement including, without limiting the generality of the foregoing provisions, any and all causes of action, Claims, or remedies referred to or based upon the facts alleged in the Complaint filed in the subject Action. Chin also agrees to indemnify and hold harmless Titan and Titan's Releasees from any action regarding the taxability of any settlement funds paid as part of this Agreement."

Ex. C ¶ 4 to Emran Decl.

This Release includes:

“all claims that can be lawfully released, including those claims involving: wrongful or constructive termination; gender discrimination; failure to prevent discrimination; failure to indemnify; failure to reimburse; failure to timely pay wages; failure to pay wages upon termination; failure to provide itemized wage statements; breach of contract; retaliation; assault; battery; infliction of emotional distress; cash shortages; missed meal periods; missed rest breaks; or wage and hour ordinances; failure to pay minimum wages; failure to pay overtime; all tort, statutory, contract and constitutional claims of any nature; all claims under Cal. Lab. Code §§ 2698, et seq.; all claims for pain and suffering; any claim under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (29 U.S.C. Section 621 et seq.), the Americans with Disabilities Act, the Employee Retirement Income Security Act, the National Labor Relations Act, the Fair Labor Standards Act (Cal. Labor Code Section 2698 et seq.), the Family and Medical Leave Act, the California Fair Employment and Housing Act, the California Constitution, the California Family Rights Act, the California Labor Code, the California Government Code, the California Business & Professions Code, the Older Worker's Benefit Act; any claims for job injuries; or any other federal, state, or local statute or regulation; or any claim for severance pay, bonus, sick leave, holiday pay, vacation pay, stock, stock options, phantom stock, life insurance, health and medical insurance or any other fringe benefit; costs and attorneys' fees; and any other claims, whether in law or equity, which Chin asserts or could assert, at common law or under statute, rule, regulation, or order of law, whether federal, state, or local.”

Ex. C ¶ 4 to Emran Decl.

Plaintiff's Settlement additionally includes a Cal. Civ. Code § 1542 waiver for all unknown claims against Releasees. Ex. C ¶ 6 to Emran 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. C to Emran 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.*

1 *CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380. A judgment [or Court-approved
2 settlement] in a PAGA action binds all those, including nonparty aggrieved employees, who would
3 be bound by a judgment in an action brought by the government. *Id.* at 381.

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

10 Under Labor Code § 2699 (s), the Parties must obtain approval of their PAGA settlement
11 from the Court. Pursuant to Labor Code Section 2699(3)(2), the Court has wide discretion regarding
12 the amount of the PAGA penalty (See also *Thurman v. Bayshore Transit Management* (2012) 203
13 Cal.App.4th 1112, 1136 [standard of review is abuse of discretion].) The primary objective of a
14 PAGA action “is to supplement enforcement actions by public agencies, which lack adequate
15 resources to bring all such actions themselves.” *Arias v. Superior Court* (2009) 46 Cal.4th 969, 980-
16 981, 986. “Restitution is not the primary object of a PAGA action, as it is in most class actions.”
17 *Franco v. Athens Disposal Co., Inc.* (2009) 171 Cal.App.4th 1277,1300 (emphasis added). Rather,
18 a PAGA action is “fundamentally a law enforcement action designed to protect the public and
19 penalize the employer for past illegal conduct.” *Id.* Prior to the enactment of PAGA, the California
20 Legislature determined that it lacked adequate financing to enforce California labor laws and in
21 order “to achieve maximum compliance with state labor laws,” it declared that it was in the public
22 interest to allow employees, acting as private attorneys general, to recover civil penalties that
23 otherwise would have been assessed and collected by the LWDA. *Arias*, 46 Cal.4th at 980-981.

24 Labor Code § 2699(s) provides that the Superior Court shall review and approve any
25 settlement of any civil action filed pursuant to the PAGA. Although PAGA actions bear a superficial
26 resemblance to a type of class action, there are several factors distinguishing representative PAGA
27 actions and class actions. First a representative action under PAGA is fundamentally a law
28 enforcement action designed to protect the public and penalize the employer for past illegal conduct.

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

10 **A. PLAINTIFF SUBMITTED A COPY OF THE PROPOSED SETTLEMENT TO THE LWDA**

11 On March 18, 2025, Plaintiff provided the LWDA with a copy of the proposed settlement
12 for Plaintiff’s individual claims. Ex. D to Emran Decl. Emran Decl. ¶ 9. At the same of this filing,
13 Plaintiff provided the LWDA with notice of this Request for Dismissal hearing by submitting a copy
14 of this Motion and all corresponding documents to the LWDA website. Ex. E to Emran Decl. Emran
15 Decl. ¶ 10.

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

17 After meeting and conferring, the parties agreed to settle Plaintiff’s individual claims only
18 and dismiss the PAGA representative claim without prejudice. Emran Decl. ¶ 5. Defendants
19 challenged Plaintiff’s standing as a PAGA representative because of her status as an exempt
20 employee within the last year of her employment. Emran Decl. ¶ 5. Defendants additionally
21 provided evidence that they maintained compliant written policies related to Plaintiff’s claims.
22 Emran Decl. ¶ 5. The Parties agreed to a settlement of only Plaintiff’s individual claims which
23 include a release of Plaintiff’s ability to stand as a PAGA representative. Emran Decl. ¶ 5.
24 Accordingly, the Parties seek the Court’s approval of the individual settlement and dismissal of the
25 representative PAGA claim. Emran Decl. ¶ 2.

26 Although Plaintiff will receive consideration in exchange for her dismissal, *with prejudice*,
27 of her individual wage and hour claims and individual PAGA claim, Plaintiff did not and will not
28 receive consideration for the dismissal of the representative PAGA claim *without prejudice*. Emran

Decl. ¶ 6. Plaintiff is not releasing any claims on behalf of the State of California or any Aggrieved Employees. Emran Decl. ¶ 6.

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

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

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

V. CONCLUSION

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

DATED: March 18, 2025

EMRAN LAW FIRM

By: Harris Emran
Harris Emran
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES