

Harris Emran (SBN 329674)
Kaitlin Martinez (SBN 348006)
EMRAN LAW FIRM P.C.
930 Montgomery Street, Ste 301
San Francisco, California 94133
Office: (415) 890-0041
Email: Harris@Emranlaw.com
Kaitlin@Emranlaw.com

Attorneys for Plaintiffs,
VANESSA MIGUEL and MELISSA MARICICH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

VANESSA MIGUEL, an individual, and
MELISSA MARICICH, an individual and in a
representative capacity on behalf of the State
of California and other Aggrieved Employees,

Plaintiffs,

vs.

CONGREGATION B'NAI SHALOM OF
CONTRA COSTA COUNTY, a California
nonprofit religious corporation, and DOES 1-
15

Defendants.

Case No. C24-02737

**DECLARATION OF KAITLIN
MARTINEZ, ESQ. IN SUPPORT OF
PLAINTIFFS' REQUEST FOR
DISMISSAL OF ENTIRE ACTION**

*[Filed concurrently with Notice of Motion
and Motion Requesting Dismissal of Entire
Action; Memorandum of Points and
Authorities in Support of Plaintiffs' Request
for Dismissal of Entire Action; and
[Proposed] Order Dismissing Entire Action]*

Complaint Filed: October 11, 2024
Trial Date: Not yet set

Hearing Date: September 24, 2026
Time: 9:00 AM
Dept: 10
Hon. Julia Campins

I, Kaitlin Martinez, Esq., declare as follows:

1. I am an attorney at law duly licensed to practice law before all the courts in the State of California and the attorney of record herein for Plaintiffs Vanessa Miguel and Melissa Maricich ("Plaintiffs"). The information contained herein is based on my personal knowledge and belief. If called to testify to this information under oath, I could and would do so competently. This declaration is being submitted in support of Plaintiffs' Motion to Dismiss Entire Action, including

1 dismissal of Plaintiff's Ninth Cause of Action for civil penalties under the Labor Code Private
2 Attorney General Act (i.e., Labor Code section 2698 et seq., "PAGA").

3 2. Plaintiffs, by and through their counsel of record respectfully request that this Court dismiss
4 1) Plaintiffs' representative PAGA claim, *without prejudice*, 2) Plaintiffs' individual PAGA claim,
5 *with prejudice*, and 3) Plaintiffs' individual wage and hour claims *with prejudice*.

6 3. On October 11, 2024, Plaintiffs filed the above-entitled action against Defendant alleging
7 violations of the California Labor Code including: 1) Failure to Provide Rest Periods; 2) Failure to
8 Provide Meal Periods; 3) Failure to Pay All Minimum Wages; 4) Failure to Pay Overtime Wages;
9 5) Failure to Reimburse Business Expenses; 6) Failure to Provide Accurate Itemized Wage
10 Statements; 7) Failure to Pay Wages Upon Termination; 8) Failure to Pay All Wages; and 9)
11 Violation of the Private Attorneys General Act, Labor Code §2698, *et seq.*

12 4. On July 21, 2025, the Parties participated in an all-day mediation with Mr. Mark Lemke, a
13 well-regarded and experienced mediator of wage-and-hour and PAGA actions, who managed the
14 Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides.
15 After mediation, Mr. Lemke continued to work with the Parties until November 20, 2025, when the
16 Parties reached an agreement in principle, which was later memorialized in a PAGA Settlement
17 Agreement.

18 5. On July 2, 2026, the Court denied Plaintiffs' Motion for Approval of PAGA Settlement and
19 directed the parties to settle on an individual basis.

20 6. Between July and August, the parties negotiated a settlement of Plaintiffs' individual claims
21 only. Although Plaintiffs will receive consideration in exchange for their dismissal, with prejudice,
22 of their individual wage and hour claims and individual PAGA claim, Plaintiffs did not and will not
23 receive consideration for the dismissal of the representative PAGA claim.

24 7. Dismissal of the representative PAGA claim is warranted in light of the parties' discussions
25 at mediation and impact of settlement to the aggrieved employees.

26 8. Defendant argued that many of the PAGA class members were not teachers (the position
27 both Plaintiffs were employed as during the PAGA period) and worked four-hour shifts, such that
28 they would not be entitled to meal breaks, second rest breaks, or overtime. Therefore, Defendant

1 argued that Plaintiffs' claims were unique and individualized from that of the rest of the Aggrieved
2 Employees. Defendant additionally maintained meal waivers for its hourly employees thereby
3 removing liability for meal period violations when employees worked shifts that were six hours or
4 less.

5 9. Because of Defendant's position that Plaintiffs' claims were not representative of the
6 Aggrieved Employees, Plaintiffs' demand for their individual damages maintained a strong position
7 due to the documentary evidence in their possession and provided at mediation which supported
8 their claim for individual damages. This included paper reports Plaintiffs made to Defendant that
9 they were unable to timely take meal periods, evidence of off the clock work to create lesson plans
10 for their classes and communications responding to parents' messages on the school portal about
11 their child/student. These issues were unique to Plaintiffs' position as teachers compared to other
12 positions such as aides or office assistants who did not have similar job requirements or
13 expectations.

14 10. Plaintiffs did not have evidence to disprove Defendant's contention that the other Aggrieved
15 Employees were not subject to similar constraints and did not suffer similar violations as a result of
16 their position.

17 11. Defendants additionally made representations about their operations and financial stress.
18 While Defendants initially leased the property the school operated at, the successor school was
19 unexpectedly shutting down effective 9/30/25. This impacted Defendants anticipated income from
20 being able to lease the subject property. At the time of mediation and the subsequent settlement
21 negotiations, Defendants showed a loss of \$70,000.00 so far that year, with projected losses of
22 \$150k-\$200k in the coming years. Taking Defendants' financial difficulties into consideration
23 would avoid the possibility of Defendants declaring bankruptcy which would result in the State of
24 California and the other Aggrieved Employees receiving nothing at all. Unfortunately, Plaintiffs'
25 counsel has experienced similar situations in which after reaching a settlement agreement the
26 defendant files for bankruptcy.

27 12. Defendant has shown Plaintiffs' alleged complaints were individualized and therefore not
28 likely capable of satisfying a PAGA judgment. Therefore, taking the Court's direction into

1 consideration, the Parties have agreed to a settlement of only Plaintiffs' individual claims and
2 include a release of Plaintiffs' ability to stand as a PAGA representative.

3 13. No notice to any allegedly aggrieved employees Plaintiff purports to represent has been
4 provided. Accordingly, the Court may dismiss the Action without notice to any purported aggrieved
5 employees if the Court finds that the dismissal will not prejudice them.

6 14. No prejudice will result to any allegedly aggrieved employee or the State of California in
7 the absence of notice. No consideration, direct or indirect, is being given for the dismissal of the
8 representative claims, without prejudice.

9 15. At the same time of this filing, my office provided the LWDA with notice of this Request
10 for Dismissal hearing by submitting a copy of this motion and all corresponding documents to the
11 LWDA website. **Exhibit A.**

12 16. Plaintiffs' individual Settlement Payment is fair and reasonable considering the probability
13 of recovery in this matter and merits of Plaintiffs' individual claims only. Here, both Parties' counsel
14 have extensive experience in employment and wage and hour litigation and conducted an extensive
15 investigation of the factual allegations involved in this case. Each side has apprised the other,
16 informally of their respective factual contentions, legal theories and defenses, resulting in extensive
17 arms-length negotiations taking place among the Parties.

18
19 I declare under the penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct. Executed this 24 day of August 2026, at San Francisco, California.

21
22 By: *Kaitlin Martinez*
23 Kaitlin Martinez, Esq.