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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

MADISON HARRIS, an individual, BRUNA FERREIRA, an individual, and on behalf of others similarly situated,
Plaintiffs,

vs.

G. D. BUILDERS HARDWARE, INC., a California corporation, and DOES 1-50 inclusive,
Defendants.

**Case No. 25STCV03021**

*[Assigned for all purposes to: The Hon. Laura Seigle, Dept. 17]*

**DECLARATION OF MICHAEL ELKIN IN SUPPORT OF PLAINTIFFS' REQUEST FOR DISMISSAL**

Action Filed: 02/03/2025
Trial Date: None Set

## DECLARATION OF MICHAEL ELKIN

I, MICHAEL ELKIN, declare as follows:

1. I am an attorney, duly licensed and admitted to practice before this court in the State of California. I am the attorney of record for Plaintiffs Madison Harris and Bruna Ferreira ("Plaintiffs") in this action. This declaration is based on personal knowledge of the matters set forth herein, and, if called upon to testify as to these matters, I could and would be able to do so.

2. On February 3, 2025, Plaintiffs filed a Class Action Complaint against Defendant G.D. Builders Hardware, Inc. ("Defendant") alleging the following causes of action: (1) Failure to

Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Required Meal Periods; (4) Failure to Provide Required Rest Periods; (5) Failure to Properly Pay Accrued Sick Days; (6) Failure to Pay Timely Wages During Employment; (7) Failure to Pay All Wages Due to Discharged and Quitting Employees; (8) Failure to Maintain Required Records; (9) Failure to Furnish Accurate, Itemized Wage Statements; (10) Failure to Reimburse Necessary Expenditures; (11) Unfair and Unlawful Business Practices; and (12) Civil Penalties Pursuant to The Private Attorneys General Act.

3. After engaging in litigation and numerous meet and confer efforts, it was determined that Defendant is in financial distress and will be unable to settle on a class-wide basis. Nonetheless, the Parties have reached an agreement to settle Plaintiffs' individual claims. Each Plaintiff entered into a separate written settlement agreement with Defendant, and both agreements were fully executed on September 13, 2026. Under those agreements, the Parties have agreed to dismiss the class allegations and the PAGA claim without prejudice and to dismiss Plaintiffs' individual claims with prejudice.

4. The Parties settled each Plaintiff's claims on an individual basis for a relatively modest amount, inclusive of all damages, penalties, attorneys' fees, costs, and interest. Defendant also agreed to provide each Plaintiff with a neutral employment reference. No other consideration, direct or indirect, was paid or promised to Plaintiffs or to Plaintiffs' counsel. No consideration was paid or promised in exchange for the dismissal of the class allegations or the PAGA claim. The settlement agreements do not release the claims of any putative class member, and they provide that all claims asserted on behalf of others, including the State of California and other employees of Defendant, are to be dismissed without prejudice.

5. Because of Defendant's financial condition and because Plaintiffs have settled their individual claims, continuing this action would be an inefficient use of judicial resources.

6. In this action, no class notice has been sent to putative class members, no motion for class certification has been filed, and no class has been certified. Though formal discovery was propounded, it was put on hold before responses were received, and no depositions have been taken.

7. Plaintiffs' counsel are unaware of anyone who has relied on the existence of this

action in place of pursuing their own individual or class claims against Defendant.

8. The dismissal of the class allegations and the PAGA claim is without prejudice. Putative class members and other aggrieved employees remain free to pursue any claims they may have against Defendant.

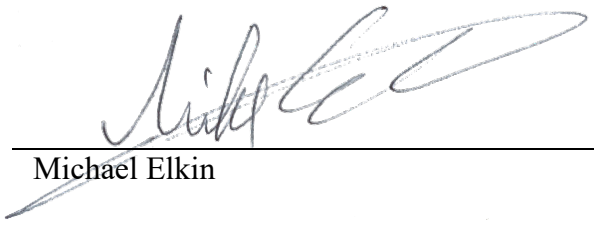
9. On October 28, 2026, my office submitted a copy of the Request for Dismissal, this declaration, and the proposed order to the Labor and Workforce Development Agency.

10. Each settlement agreement provides that, pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to enforce the agreement until all of its terms are fully performed. Plaintiffs request that the Court retain jurisdiction for that purpose.

11. I believe that dismissal of the class allegations and the PAGA claim without prejudice, and of Plaintiffs' individual claims with prejudice, without notice to the putative class is justified under California Rules of Court, rule 3.770. The dismissal will not prejudice the putative class members. I submit that this declaration satisfies the requirements of rule 3.770 and establishes good cause for the requested dismissal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 28, 2026, in Burbank, California.



Michael Elkin

**PROOF OF SERVICE**

(C.C.P. §§ 1013a and 2015.5)

I, MARY LOPEZ, declare as follows:

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is 4119 W. Burbank Blvd, Suite 110, Burbank, CA 91505. My email address is mary@elkingamboa.com.

On October 28, 2026, I caused to be served the foregoing document described as **DECLARATION OF MICHAEL ELKIN IN SUPPORT OF PLAINTIFFS' REQUEST FOR DISMISSAL** on the interested parties in this action as follows:

| | |
|---|---|
| Evelyn Abasi Esq.<br>Jesse A. Bernal Esq.<br>Bernal & Robbins, APC<br>16921 Parthenia St., Ste. 301<br>North Hills, CA 91343 | Attorneys for Defendant G. D. Builders Hardware, Inc.<br>Tel: (805) 748-5481<br>Email: lisa@bernalrobbins.com,<br>evelyn@bernalrobbins.com,<br>jesse@bernalrobbins.com |

☒ CASE ANYWHERE: By electronically serving the document(s) via Case Anywhere to the parties and/or counsel who are registered to use Case Anywhere in this matter, as identified above.

☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 28, 2026, at Burbank, California.

MARY LOPEZ