

1 Jeffrey D. Kalien (SBN 238293)
Amanda J. Rosenberg (SBN278507)
2 KALIELGOLD PLLC
1100 15th Street NW, 4th Floor
3 Washington, D.C. 20005
Tel: (202) 350-4783
4 jkaliel@kalielllc.com
arosenberg@kalielgold.com

5 Sophia G. Gold (SBN 307971)
6 KALIELGOLD PLLC
490 43rd Street, No. 122
7 Oakland, California 94609
Tel: (202) 350-4783
8 sgold@kalielgold.com

9 JENNINGS & EARLEY PLLC
Christopher D. Jennings*
10 Tyler B. Ewigleben*
Winston S. Hudson*
11 500 President Clinton Avenue, Suite 110
Little Rock, Arkansas 72201
12 Telephone: (601) 270-0197
chris@jefirm.com
13 tyler@jefirm.com
winston@jefirm.com

14
15 *Attorneys for Plaintiff*

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 AARON RODRIGUEZ, individually
19 and on behalf of all others similarly
situated,

20 Plaintiff,

21 v.

22 GO CARWASH MANAGEMENT
CORP.,

23 Defendant.
24

Civil Action No.: 5:24-cv-02085-SSS-
DTB

**JOINT STIPULATION FOR
DISMISSAL**

Hon. Sunshine Suzanne Sykes

25 Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Plaintiff Aaron
26 Rodriguez ("Plaintiff") and Defendant GO Car Wash Management Corp. (collectively, the
27 "Parties"), by and through their respective counsel, stipulate and jointly request that this Court enter
28 a dismissal of this action with prejudice as to the named Plaintiff.

Pursuant to the Court’s Order Notifying Plaintiff of the Court’s Expectations for Dismissal [Dkt. 37], the Parties hereby provide the Court with the following information to ensure that the dismissal in this matter is not collusive or prejudicial to the putative class under *Diaz v. Tr. Territory of Pac. Islands*, 876 F.3d 1401, 1408 (9th Cir. 1989). The Parties submit the following dismissal and supplemental information requested by the Court, including the Parties’ confidential settlement agreement and general release, for which the Parties have applied for leave to file partially redacted contemporaneously with this response.

I. Introduction

The Parties have reached a confidential resolution of Plaintiff Rodriguez’s individual claims, and only Plaintiff Rodriguez’s individual claims. During the briefing of the motion to dismiss filed by Defendants, Plaintiff and his counsel decided to settle and dismiss Plaintiff’s individual claims with prejudice to avoid the risk of uncertainty of continued litigation. Defendant and its counsel likewise agreed to voluntarily resolve Plaintiff’s individual claims to avoid risk and uncertainty associated with continued litigation.

As further described below, no concessions have been made with respect to any putative class members. Under similar circumstances, courts have concluded that minimal risk of prejudice to absent putative class members exists. *See Chu v. L’Oreal USA S/D, Inc.*, 2022 U.S. Dist. LEXIS 146664, at *9 (N.D. Cal. Aug. 16, 2022) (“Courts recognize that where, as here, a named plaintiff chooses to settle and dismiss her individual claims with prejudice in order to avoid the risk and uncertainty of continued litigation, there is minimal risk of prejudice to absent putative class members, whose claims remained uncompromised.”).

The Parties therefore respectfully request dismissal of Plaintiff’s individual claims with prejudice, and the absent class members’ claims without prejudice, with each party to bear their own fees and costs except as otherwise provided in the Parties’ Confidential Settlement Agreement.

II. The Diaz Factors Do Not Warrant Notice to Potential Class Members

The *Diaz* factors do not apply to the facts of this case, but even if they did, dismissal is nonetheless proper. In 1989, the Ninth Circuit held in *Diaz* that Rule 23(e) applies prior to class certification. 876 F.2d at 1408. At that time, Rule 23 provided that “[a] class action shall not be

1 dismissed or compromised without the approval of the court...” Fed. R. Civ. P. 23(e) (as amended
2 Mar. 2, 1987, eff. Aug. 1, 1987). *Diaz* was decided prior to amendments to Rule 23(e), which
3 clarified that Rule 23(e) applies to certified classes or settlement classes. Specifically, Rule 23(e)
4 now provides that “[t]he claims, issues, or defenses of a certified class—or a class proposed to be
5 certified for purposes of settlement” may be settled or voluntarily dismissed “only with the court’s
6 approval.” Fed. R. Civ. P. 23(e); *Carrero v. Interstate Mgmt. Co. LLC*, 2025 U.S. Dist. LEXIS
7 63321, at *2 n.1 (E.D. Cal. Apr. 2, 2025) (“this Court maintains its previous view and agreement
8 with other courts that the 2003 amendment changed Rule 23(e) rendering *Diaz* inapplicable.”).
9 Accordingly, because no class has been certified, Rule 23(e) does not apply.

10 Nevertheless, if the Court applies the *Diaz* factors to these circumstances, dismissal would
11 be proper. In *Diaz*, the Ninth Circuit identified the following three factors to consider to “inquire
12 into possible prejudice from (1) class members’ possible reliance on the filing of the action if they
13 are likely to know of it either because of publicity or other circumstances, (2) lack of adequate time
14 for class members to file other actions, because of a rapidly approaching statute of limitations, (3)
15 any settlement or concession of class interests made by the class representative or counsel in order
16 to further their own interests.” *Diaz*, 876 F.2d at 1408. The Parties address each factor in turn below.

17 **A. Class Members Will Not Be Prejudiced by Dismissal of This Lawsuit**

18 The first *Diaz* factor weighs in favor of the Court approving dismissal because there is no
19 evidence that any putative class members have relied on this action to vindicate their own rights. In
20 evaluating whether potential class members may have relied on an action, courts primarily consider
21 the amount of media attention the case has received. *See Lyons v. Bank of Am., N.A.*, 2012 U.S. Dist.
22 LEXIS 168230, at *5-6 (N.D. Cal. Nov. 27, 2012) (“The Court agrees that this apparent lack of
23 media coverage makes it unlikely that similarly situated homeowners knew of Plaintiffs’ lawsuit
24 and relied on it for vindication of their own rights.”). This case has garnered little media attention,
25 and the Parties only know of two instances where an article was written about the case on May 29,
26
27
28

1 2025 on topclassactions.com and on June 3, 2025 on www.blanquivioletas.com.¹ Plaintiff's counsel
2 and Defendant's counsel have not received any communication from any other putative class
3 members about this case. Moreover, there is no evidence that unnamed class members relied on this
4 lawsuit at all, much less to their detriment, such that they will be prejudiced by the dismissal.
5 "Further, even if some putative class members had relied on Plaintiff's lawsuit, application of the
6 second and third *Diaz* factors makes it clear that they would not be prejudiced by dismissal here."
7 *Lyons*, 2012 U.S. Dist. LEXIS 168230, at *6. Therefore, there is minimal risk that absent potential
8 class members will be prejudiced due to reliance on this action. The first *Diaz* factor weighs heavily
9 in favor of approval dismissal without notice to the putative class.

10 **B. There is No Rapidly Approaching Statute of Limitations.**

11 The second *Diaz* factor also supports granting this dismissal with no notice to putative class
12 members. The allegations in Plaintiff's First Amended Complaint ("FAC") concern acts as recent
13 as September 2023. FAC at ¶ 84. The statute of limitations for the putative class claims is four years.
14 Therefore, since there is no "rapidly approaching statute of limitations" that could bar such putative
15 class members' individual claims, the putative class members are not prejudiced by dismissal. *Diaz*,
16 876 F.2d at 1408. Moreover, since both federal and California law allow for the tolling of the statute
17 of limitations on an individual claim during the pendency of a class action, Plaintiff submits that
18 there is no undue risk that potential class members' individual claims will be time-barred. *See Natan*
19 *v. Citimortgage, Inc.*, 2016 U.S. Dist. LEXIS 192693, at *2 (C.D. Cal. Sept. 21, 2016). Therefore,
20 to the extent any member of the potential class has a claim, there is no reason to believe that such
21 claim would be lost as a result of dismissing the named Plaintiff's individual claims.

22 **C. Dismissal of the Putative Class Claims is Without Prejudice Such that No**
23 **Concessions Have Been Made with Respect to the Class Interests**

24
25
26 ¹ TOP CLASS ACTIONS (May 29, 2025), <https://topclassactions.com/lawsuit-settlements/lawsuit-news/go-car-wash-memberships-automatically-renewed-without-proper-notice-class-action-lawsuit-claims/>;
27 BLANQUIVIOLETAS (June 3, 2025), <https://www.blanquivioletas.com/en/go-car-wash-sued-charging-subscriptions/>.

1 The third Diaz factor also weighs heavily in favor of granting dismissal without notice to the
2 class because there has been no concession of the class interest by Plaintiff or counsel. Dismissal of
3 this action would not concede or otherwise adversely impact absent potential class members'
4 individual claims, since the dismissal is an individual dismissal and the Parties request that class
5 claims be dismissed without prejudice. *Rodriguez v. Nationwide Mut. Ins. Co.*, 2017 U.S. Dist.
6 LEXIS 237338, *8-9 (C.D. Cal. Nov. 16, 2017) (holding that where "claims filed on behalf of
7 putative class members will be dismissed without prejudice. . . there is no concession of, or prejudice
8 to, rights of potential class members by dismissal").

9 Courts recognize that where, as here, a named plaintiff chooses to settle and dismiss his
10 individual claims with prejudice in order to avoid the risk and uncertainty of continued litigation,
11 there is minimal risk of prejudice to absent putative class members, whose claims remain
12 uncompromised. *Chu*, 2022 U.S. Dist. LEXIS 146664, at *9 (finding no concession of class interests
13 where plaintiff chooses to "settle and dismiss her individual claims with prejudice in order to avoid
14 the risk and uncertainty of continued litigation"). Indeed, Plaintiff faces risk and uncertainty in this
15 claim against Defendant. To Plaintiffs' knowledge, there is no case in the United States that has
16 been certified as a class with the same fact pattern as the one Plaintiff alleges here.

17 Here, the Parties do not seek to dismiss the claims of the unnamed potential class members
18 with prejudice, no rights or claims of the putative class would be compromised by the requested
19 dismissal. Additionally, the terms of the Parties' Confidential Settlement Agreement have no impact
20 on the putative class and solely resolves Plaintiff's individual claims. The Confidential Settlement
21 Agreement, which has been submitted partially redacted (while awaiting the court's ruling on the
22 Motion to Seal), clearly does not include any concession of class interests. Therefore, the potential
23 class members will not be prejudiced under the third *Diaz* factor, and this factor weighs in favor of
24 the Court approving this dismissal.

25 **CONCLUSION**

26 Each *Diaz* factor discussed above demonstrates that potential unnamed class members will
27 not be prejudiced by the Parties' settlement. For the foregoing reasons, the court should grant the
28 Parties' stipulated joint request to approve dismissal of this action without requiring notice to the

1 putative class.

2 WHEREFORE, the Parties respectfully request entry of an Order dismissing Plaintiff's
3 claims with prejudice, the putative class members' claims without prejudice, and without requiring
4 notice to absent class members.

5 Dated: June 10, 2025

Respectfully submitted,

6 **KALIELGOLD PLLC**

7 /s/ Sophia G. Gold

8 Sophia G. Gold

9 Jeffrey D. Kaliel

Amanda J. Rosenberg

490 43rd Street, No. 122

10 Oakland, California 94609

11 Telephone: (202) 350-4783

sgold@kalielgold.com

12 jkaliel@kalielllc.com

arosenberg@kalielgold.com

13 Winston S. Hudson (admitted *pro hac vice*)

14 **JENNINGS & EARLEY PLLC**

15 Christopher D. Jennings

16 Tyler B. Ewigleben

500 President Clinton Avenue, Suite 110

17 Little Rock, Arkansas 72201

Telephone: (601) 270-0197

18 chris@jefirm.com

tyler@jefirm.com

19 winston@jefirm.com

20 *Counsel for Plaintiff Aaron Rodriguez*

21 Dated: June 10, 2025

**MINTZ LEVIN COHN FERRIS GLOVSKY
AND POPEO PC**

22 /s/ Esteban Morales

23 Esteban Morales (SBN 273948)

24 emorales@mintz.com

Joshua Briones (SBN 205293)

25 jbriones@mintz.com

2049 Century Park East, Suite 300

26 Los Angeles, CA 90067

27 Tel: (310) 586-3200

Fax: (310) 586-3202

28 *Counsel for Defendant*

ATTESTATION STATEMENT

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest that all signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

/s/ Sophia G. Gold
Sophia G. Gold

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

AARON RODRIGUEZ, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

GO CARWASH MANAGEMENT
CORP.,

Defendant.

Civil Action No.: 5:24-cv-02085-SSS-
DTB

**[PROPOSED] ORDER GRANTING
STIPULATION OF DISMISSAL OF
ENTIRE ACTION**

Hon. Sunshine Suzanne Sykes

The Court, having considered the parties' Joint Stipulation for Dismissal Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, hereby dismisses this action with prejudice as to the named Plaintiff and without prejudice as to the putative class. Each party shall bear its own costs and attorneys' fees.

IT IS SO ORDERED.

Dated: _____

SUNSHINE S. SYKES
United States District Judge