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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

TAMIERA DENISE GRADNEY, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

PVHR, L.L.C., a corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 37-2024-00015031-CU-OE-CTL

Assigned to Hon. Carolyn M. Caietti, Dept.
C-70

Complaint filed: March 29, 2024

FAC filed: June 3, 2024

Trial date: Not set

CLASS & REPRESENTATIVE ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

PRELIMINARY APPROVAL HEARING

Date: August 28, 2026

Time: 10:30 a.m.

Dept: C-70

TO THE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on August 28, 2026 at 10:30 a.m., in Department C-70 of the San Diego County Superior Court, located at 330 W Broadway San Diego, CA 92101, pursuant to Code of Civil Procedure § 382 and California Rules of Court 3.769, *et seq.*, Plaintiff Tamiera Denise Gradney (“Plaintiff” or “Class Representative”) will move the Court for an Order granting preliminary approval of the proposed \$1,350,000.00 (the “Gross Settlement Amount”) Class Action and PAGA Settlement Agreement (the “Settlement” or “Settlement Agreement”) between Plaintiff and all putative Class Members worked in California as hourly non-exempt employees for Defendant (each a “Class Member” and collectively the “Class”) between October 3, 2019 and June 1, 2025 (the “Class Period”) and Defendant PVHR, LLC (“Defendant,” and together with Plaintiff, the “Parties”) to resolve the wage and hour class action and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative between Plaintiff, on behalf of the Class, and Defendant (the “Action”). Plaintiff further moves the Court for an Order:

1. Granting preliminary approval of the Settlement Agreement;
2. Certifying the Class for settlement purposes;
3. Approving the proposed class notice (the “Class Notice”) and the plan for distribution of the Class Notice;
4. Appointing Plaintiff Tamiera Denise Gradney as Class Representative for settlement purposes;
5. Appointing Plaintiff’s Counsel, Tyler J. Woods, Alan A. Wilcox, Lucy Nguyen, and Conor Gomez of Wilshire Law Firm, PLC (“WLF”) as “Class Counsel” for settlement purposes;
6. Appointing ILYM Group, Inc. as the “Settlement Administrator”; and
7. Scheduling a final approval hearing.

The motion will be based upon this notice, the attached memorandum of points and authorities, the Declarations of Alan A. Wilcox (the “Class Counsel Declaration”) and Tamiera Denise Gradney, filed concurrently herewith, the records and files in the Action, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Dated: February 6, 2026

Respectfully submitted,

WILSHIRE LAW FIRM, PLC

By: 

Tyler J. Woods, Esq.

Alan A. Wilcox, Esq.

Lucy Nguyen, Esq.

Conor Gomez, Esq.

Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff seeks preliminary approval of a proposed Settlement Agreement entered into between Plaintiff (on behalf of the Class) and Defendant. The Settlement Agreement will provide substantial monetary payments to approximately 588 Class Members. Based on Defendant's payroll and timekeeping data produced in informal discovery, the proposed Class consists of approximately 588 individuals. As set forth more fully below, the proposed Settlement satisfies all criteria for preliminary approval under California law. The Settlement was reached after investigation, informal discovery, and arm's-length negotiations facilitated by an experienced class action mediator. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, the Parties reached the Settlement on January 9, 2026. Accordingly, Plaintiff requests that the Court preliminarily approve the proposed Settlement, certify the Class, approve the proposed Class Notice, and set a final approval hearing.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiff's Claims

Plaintiff alleges that Defendant's payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiff alleges that Defendant failed to pay for all hours worked, including off-the-clock work performed before clocking in, during meal periods, and after clocking out. Plaintiff further alleges that Defendant failed to: provide employees with legally compliant meal and rest periods; and reimburse necessary business expenditures. Based on these allegations, Plaintiff asserts related claims for failure to pay wages during employment, failure to pay all final wages at termination, failure to provide accurate wage statements, unfair business practices, and civil penalties under PAGA. (Class Counsel Decl. ¶ 3.)

Based on these allegations, on March 29, 2024, Plaintiff filed a putative wage and hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code § 226.7); (5) failure to timely pay

1 final wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized
2 wage statements (Labor Code § 226); (7) failure to indemnify employees for expenditures
3 (Labor Code § 2802); and (8) unfair business practices (Business and Professions Code §§
4 17200, et seq.). Plaintiff sent a notice to Defendant and the California Labor & Workforce
5 Development Agency (“LWDA”) alleging similar wage and hour violations pursuant to the
6 PAGA on March 29, 2024. On June 3, 2024, Plaintiff filed a First Amended Complaint against
7 Defendant adding a claim for civil penalties under PAGA. (*Id.* at ¶ 4.)

8 **B. Discovery and Investigation**

9 Following the filing of the Action, the Parties exchanged documents and information
10 before going to mediation. Defendant produced a sample of time and pay records for Class
11 Members. Defendant also provided documents of its wage and hour policies and practices during
12 the Class Period, and information regarding the total number of current and former employees
13 in its informal discovery responses. (*Id.* at ¶ 5.)

14 After reviewing documents regarding Defendant’s wage and hour policies and practices
15 and analyzing Defendant’s timekeeping and payroll records, Class Counsel was able to evaluate
16 the probability of class certification, success on the merits, and Defendant’s maximum monetary
17 exposure for all claims. (*Id.* at ¶ 6.) Class Counsel also investigated the applicable law regarding
18 the claims and defenses asserted in the Action. (*Id.*) Class Counsel reviewed these records and
19 prepared a damage analysis prior to mediation. (*Id.*) This extensive investigation and discovery
20 allowed Class Counsel to act intelligently and effectively in negotiating the Settlement.

21 **C. Settlement Negotiations**

22 On March 31, 2025, the Parties participated in private mediation with experienced class
23 action mediator Monique Ngo-Bonnici, Esq. (*Id.* at ¶ 7.) The mediation was conducted via
24 Zoom. The settlement negotiations were at arm’s length and, although conducted in a
25 professional manner, were adversarial. (*Id.*) The Parties went into the mediation willing to
26 explore the potential for a settlement of the Action, but the Parties were also prepared to litigate
27 their position through trial and appeal if a settlement had not been reached. (*Id.*) With the help
28 of Ms. Ngo-Bonnici, the Parties were able to reach an agreement on general settlement terms

1 following the mediation and executed a Memorandum of Understanding thereafter. (*Id.*) After
2 extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's
3 claims and Defendant's defenses, the Parties agreed to settle the Action, the material terms of
4 which are encompassed within the Settlement. (*Id.* at ¶ 8, Ex. 1, Settlement Agreement.)

5 Class Counsel has conducted a thorough investigation into the facts of this case. Based
6 on the foregoing discovery and their own independent investigation and evaluation, Class
7 Counsel is of the opinion that the Settlement is fair, just, reasonable, and adequate and is in the
8 best interests of the Class Members in light of all known facts and circumstances, the risk of
9 significant delay, the defenses that could be asserted by Defendant both to certification and on
10 the merits, trial risk, and appellate risk. (*Id.* at ¶ 14.)

11 Indeed, the Gross Settlement Amount represents approximately **49.5%** of the **realistic**
12 **maximum recovery** of \$2,728,451.02. (*Id.* at ¶ 23.) Although Class Counsel estimated that
13 Defendant's maximum potential liability for all claims was approximately \$12.9 million, when
14 the risk of prevailing at certification and trial are factored into the equation, Class Counsel
15 believes that Defendant's realistic exposure was \$2,728,451.02, meaning the Settlement
16 achieves a significant recovery. (*Id.* at ¶¶ 14-27.) Considering the risk and uncertainty of
17 prevailing at class certification and at trial, this is an excellent result for the Class. (*Id.* at ¶ 25.)
18 Indeed, because of the proposed Settlement, Class Members will receive timely, guaranteed
19 relief and will avoid the risk of an unfavorable judgment.

20 **D. Key Terms of the Proposed Settlement**

21 The Settlement's key terms include:

- 22 1. Class Period or Class Settlement Period: "means the period from October 3, 2019,
23 through June 1, 2025." (Settlement, § 1.13.)
- 24 2. Participating Class Members: "means a Class Member who does not submit a valid
25 and timely Request for Exclusion from the Settlement." (Settlement, § 1.37.)
- 26 3. Aggrieved Employees: "means all current and former hourly non-exempt
27 employees employed by Defendant in California during the PAGA Period." (Settlement, § 1.4.)
28

1 4. PAGA Period: means the period from May 29, 2023, through June 1, 2025.
2 (Settlement, § 1.33.)

3 5. Gross Settlement Amount: “means \$1,350,000.00, which is the total amount
4 Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.
5 (Settlement, § 1.23.)

6 6. Uncashed Checks: “For any Class Member whose Individual Class Payment check
7 or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator
8 shall transmit the funds represented by such checks to the California Controller's Unclaimed
9 Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the
10 requirements of California Code of Civil Procedure Section 384, subd. (b).” (Settlement, § 4.4.3.)

11 7. Released Class Claims: “All Participating Class Members release and discharge
12 Defendant and Released Parties from liability for all claims, rights, demands, liabilities, and causes
13 of action that were alleged, or reasonably could have been alleged in the Operative complaint or
14 which could have reasonably been alleged based the facts alleged in the Operative complaint during
15 the Class Period, including but not limited to, all claims for (1) failure pay minimum and straight
16 time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to
17 authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure
18 to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures;
19 and (8) unfair business practices facts stated in the Operative Complaint. (collectively the
20 “Released Class Claims”)” (Settlement, § 5.2.) This Release will be deemed effective on the date
21 when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll
22 taxes owed on the Wage Portion of the Individual Class Payments.” (Settlement, § 5.)

23 8. Released PAGA Claims: “Plaintiff, on behalf of herself and as agent and proxy of
24 the State of California (including the LWDA), and the State of California (including the LWDA
25 and all individuals who seek to serve as agent and proxy of the State of California in bringing
26 PAGA claims) are deemed to release and discharge Defendant and Released Parties from liability
27 for all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
28 on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, during the

PAGA Period, including but not limited to claims for PAGA penalties for (1) failure pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; and (7) failure to indemnify employees for expenditures. (collectively the “Released PAGA Claims”)” (Settlement, § 5.3.)

9. No Reversion: “None of the Gross Settlement Amount will revert to Defendant.” (Settlement, § 3.1.)

10. PAGA Penalties: “PAGA civil penalties in the amount of \$67,500.00 to be paid from the GSA, allocated 25% to the Aggrieved Employees (\$16,875.00) and 75% to LWDA (\$50,625.00) in settlement of PAGA claims.” (Settlement, § 3.2.5.) Class Counsel submitted the proposed settlement to the LWDA before filing this Motion for Preliminary Approval. (Class Counsel Decl., ¶ 9.)

11. Net Settlement Amount: “means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.” (Settlement, § 1.29.)

12. Distribution Formula: “An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member’s Workweeks.” (Settlement, § 3.2.4.) As to PAGA: “3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$16,875.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.” (Settlement, § 3.2.5.1.)

1 13. Tax Allocation: “Twenty percent (20%) of each Participating Class Member’s
2 Individual Class Payment will be allocated to the Settlement of wage claims (the “Wage
3 Portion”). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2
4 Form. The remaining eight percent (80%) of each Participating Class Member’s Individual Class
5 Payment will be allocated to the settlement of claims for interest and penalties (the “Non-Wage
6 Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on
7 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
8 employee taxes owed on their Individual Class Payment.” (Settlement, § 3.2.4.1.)

9 14. Enhancement Award to Plaintiff “A payment for the Enhancement Award to
10 Plaintiff of not more than \$10,000 in addition to any Individual Class Payment and any Individual
11 PAGA Payment the Class Representative is entitled to receive as a Participating Class Member.
12 Defendant will not oppose Plaintiff’s request for an Enhancement Award that does not exceed this
13 amount.” (Settlement, § 3.2.1.)

14 15. Class Counsel Fees Payment and Litigation Expenses Payment: The Settlement
15 Agreement provides for a Class Counsel Fees Payment in an amount not to exceed thirty-five
16 percent (35%) of the Gross Settlement Amount, currently estimated to be \$472,500.00, and a Class
17 Counsel Litigation Expenses Payment for actual litigation expenses not to exceed \$30,000.00, both
18 subject to Court approval. Defendant has agreed not to oppose the requested payments so long as
19 they do not exceed these amounts. (Settlement Agreement §§ 3.2.2)

20 16. Administrator: “means ILYM Group, Inc., the neutral entity the Parties have agreed
21 to appoint to administer the Settlement.” (Settlement, § 1.2.)

22 17. Administration Costs: “An Administration Costs payment for actual costs, not to
23 exceed \$15,000.00, except for a showing of good cause and as approved by the Court. To the extent
24 the Administration Costs are less or the Court approves payment of less than requested, the
25 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
26 Participating Class Members.” (Settlement, § 3.2.3.)

27 18. Notice of Proposed Class Action Settlement: The Class Notice sets forth in plain
28 terms, a statement of the Action, the terms of the Settlement Agreement, the approximate amount

of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Award being sought, and an explanation of how the Settlement allocations are calculated. (Settlement, Ex. A, Class Notice.) Class Members will be notified by First Class U.S. Mail of the settlement. (Settlement, § 4.4.1.) The Settlement Administrator will undertake its best efforts to ensure that the Class Notice is provided to the current addresses of Class Members, including conducting a national change of address search and re-mailing the Class Notice to updated addresses. (Settlement, § 4.4.2.)

III. DISCUSSION

To prevent fraud, collusion, or unfairness to the class, the settlement of a class action requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-01.) This Court has wide discretion to determine whether the proposed Settlement is fair. (*Mallick v. Super. Ct.* (1979) 89 Cal.App.3d 434, 438.)

A. A Presumption of Fairness Exists Over The Settlement

Fairness is presumed when: (1) the settlement is reached through arm's-length bargaining; (2) investigation is sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Dunk* at p. 1800.)

1. The Settlement Is the Product of Arm's-Length Negotiations

Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless evidence to the contrary is offered. No evidence to the contrary has been offered here; thus, there is a presumption that the negotiations were conducted in good faith. (Conte & Newberg, *Newberg on Class Actions* (3rd Ed.) § 11.51.)

The Settlement was reached following extensive negotiations following one day of mediation with experienced employment mediator, Monique Ngo-Bonnici, Esq. (Class Counsel Decl., ¶ 7.) The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. (*Id.*) The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their or its position through trial and appeal if a settlement had not been reached. (*Id.*) After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and

Defendant's defenses, the Parties reached an agreement. (*Id.* at ¶ 8.)

2. The Parties Conducted Sufficient Investigation

Prior to reaching this Settlement, Class Counsel conducted informal discovery concerning the claims set forth in the Action, such as a sample of Class Member timekeeping and payroll records, Defendant's policies and procedures concerning the payment of wages, the provision of meal and rest breaks, issuance of wage statements, and providing all wages at separation, as well as information regarding the number of putative Class Members and the mix of current versus former employees, the wage rates in effect, and the amount of meal and rest period premium wages paid to Class Members. (*Id.* at ¶¶ 5-6.) In conjunction with their extensive factual investigation, Class Counsel investigated the applicable law regarding the claims and defenses asserted in the Action. (*Id.*) Thus, Plaintiff and Class Counsel were able to act intelligently and effectively in negotiating the proposed Settlement. (*Id.*)

3. Class Counsel Has Extensive Experience in Class Action Litigation

The settlement negotiations were conducted by highly capable and experienced counsel. Class Counsel have a strong record of vigorous and effective advocacy for their clients and are experienced in handling complex wage and hour class action litigation. (*Id.* at ¶¶ 37-56.) Although Plaintiff and Class Counsel were prepared to litigate the claims alleged in the Action, they believe the proposed Settlement is in the best interests of the Class.

4. The Percentage of Objectors Is Small

This factor cannot yet be determined unless and until the Court preliminarily approves the Motion and the Class Notice. This factor will be properly addressed in Class Counsel's Motion for Final Approval of Class Action Settlement, should this Court grant the instant Motion.

B. The Settlement Is Fair, Just, Reasonable, and Adequate

In considering whether a settlement is fair, just, reasonable, and adequate the trial court should consider relevant factors, which may include the strength of plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, ... and the reaction of the class

1 members to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
2 116, 128.) Settlement is favored, and settlement agreements are realistically assessed. (*Stamburgh*
3 *v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236.)

4 As discussed below, Class Counsel has provided information exceeding the threshold
5 required to provide this Court with materials and information necessary to determine that the
6 proposed Settlement is fair, just, adequate, and reasonable.

7 **1. Plaintiff's Strengths and Risks of Continued Litigation**

8 Based on Plaintiff's discovery and investigation, Class Counsel reached the conclusion that
9 Defendant had a policy and practice of: requiring its employees to work "off-the-clock" prior to
10 clocking in for the workday, during meal periods, and after clocking out for the workday, time
11 which it did not pay for; not providing its employees with California compliant meal and rest
12 periods, which it did not pay appropriate premiums for; and failing to reimburse its employees for
13 business-related expenses. Defendant denies these claims. (Class Counsel Decl., ¶ 16.) Class
14 Counsel quantified the alleged off-the-clock work damages, together with meal and rest period
15 premiums and unreimbursed expense claims, using Defendant's timekeeping and payroll data, and
16 discounted those amounts to account for litigation risk, certification risk, and proof issues. (Class
17 Counsel Decl., ¶¶ 14–27.)

18 While Plaintiff is confident in the merits of their claims, a legitimate controversy exists as
19 to each cause of action. (Class Counsel Decl., ¶ 24.) Plaintiff recognizes that proving the amount
20 of wages due to each class member would be an expensive, time-consuming, and uncertain
21 proposition. (*Id.*) Although the Parties had engaged in significant amount of investigation, informal
22 discovery and Class-wide data analysis, the Parties had not yet completed formal written discovery.
23 (Class Counsel Decl., ¶ 25.) Plaintiff intended to depose corporate officers and managers of
24 Defendant. (*Id.*) Moreover, preparation for a class certification and a trial remained for the Parties
25 as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs
26 and/or adverse summary judgment ruling. (*Id.*) Had the Court certified any claims, Defendant
27 could not move to decertify the claims. (*Id.*) As a result, the Parties would incur considerably more
28

attorneys' fees and costs through trial. (*Id.*) This Settlement avoids the risks and the accompanying expense of further litigation. (*Id.*)

Balancing the strengths of Plaintiff's claims against the risks of continued litigation of the Action, Plaintiff and Class Counsel determined that the proposed Settlement was in the best interests of the Class.

2. The Gross Settlement Amount Is Reasonable

In order to approve a class action settlement, the Court must satisfy itself that the class settlement is within the "ballpark" of reasonableness. (*Kullar*, at 133.) The fact that a plaintiff might have received more if the case had been fully litigated is no reason not to approve the settlement. (*Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447.) The record need not contain an explicit statement of the maximum theoretical recovery. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 408-9 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims", but instead, only an "understanding of the amount that is in controversy and the realistic range of outcomes of the litigation."].)

A settlement is not judged against what might plaintiff recover had he prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 246, 250 ["Compromise is inherent and necessary in the settlement process . . . even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation."].)

The proposed Gross Settlement Amount represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. (Class Counsel Decl. at ¶¶ 14-27.) Because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the Settlement is within the "ballpark" of

reasonableness, and preliminary settlement approval is appropriate. (*Id.*) ***Indeed, each Class Member is eligible to receive an average net benefit of approximately \$1,284.01. (Id. at ¶ 27.)***

C. The Proposed Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment Are Reasonable

Under the Settlement, subject to the Court’s approval, Defendant agrees to pay Class Counsel the Class Counsel Fees Payment and Class Counsel Litigation Payment. These amounts are disclosed to all Class Members in the proposed Class Notice and are reasonable.

1. Class Counsel Request an Award of the Class Counsel Fees Payment Based on the “Common Fund” Method

California courts have long awarded attorneys’ fees as a percentage of the benefit created by counsel in creating a common fund. The California Supreme Court held that “when a number of persons is entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees out of the fund.” (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34, quoting *D’Amico v. Bd. of Medical Examiners* (1974) 11 Cal.3d 1.)

Class Counsel seeks approval of the Class Counsel Fees Payment based on the “percentage of recovery/common fund” theory. The purpose of this approach is to “spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone.” (*Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *Quinn v. State of California* (1995) 15 Cal.3d 162, the California Supreme Court stated: “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs.” (*Id.* at p. 167.) Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court recognized that the common fund doctrine has been applied “consistently in California when an

1 action brought by one party creates a fund in which other persons are entitled to share.” (*Id.* at p.
2 110.)

3 The California Supreme Court affirmed in *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th
4 480 that, “when class action litigation establishes a monetary fund for the benefit of the class
5 members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the
6 court may determine the amount of a reasonable fee by choosing an appropriate percentage of the
7 fund created.” (*Id.* at p. 503.) The court explained: “The recognized advantages of the percentage
8 method—including relative ease of calculation, alignment of incentives between counsel and the
9 class, a better approximation of market conditions in a contingency case, and the encouragement
10 it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—
11 convince us the percentage method is a valuable tool that should not be denied our trial courts.”
12 (*Id.* [internal citations omitted].)

13 2. The Requested Fee Award Is in Line with Typical Cases

14 According to a leading treatise on class actions, “[n]o general rule can be articulated on
15 what is a reasonable percentage of a common fund. Usually, 50% of the fund is the upper limit on
16 a reasonable fee award from a common fund in order to assure that the fees do not consume a
17 disproportionate part of the recovery obtained for the class, although somewhat larger percentages
18 are not unprecedented.” (*See* Conte & Newberg, *Newberg on Class Actions* (3rd Ed.) § 14.03.)
19 Attorneys’ fees that are fifty percent of the fund are typically considered the upper limit, with thirty
20 to forty percent commonly awarded in cases where the settlement is relatively small. (*Id.*; *see also*
21 *Van Vranken v. Atlantic Richfield Company* (N.D. Cal. 1995) 901 F. Supp. 294 [stating that most
22 cases where 30-50 percent was awarded involved “smaller” settlement funds of under \$10
23 million].)

24 Here, the Class Counsel Fees Payment requests are in line with the prevailing guidelines
25 established in California case law and academic literature and is consistent with awards in
26 California. (*See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n.11 [“Empirical studies
27 show that, regardless whether the percentage method or the lodestar method is used, fee awards in
28 class actions average around one-third of the recovery.”].) Accordingly, Plaintiff respectfully

1 requests that the Court approve the attorneys' fees as negotiated by the Parties and requested
2 herein.

3 **3. This Matter Involves A "Fee-Shifting" Provision of the Labor Code**

4 Labor Code § 1194 (a) provides for the recovery of unpaid "minimum wages or overtime
5 compensation, together with interest, reasonable attorneys' fees, and costs of suit." Under this fee
6 shifting statute, Plaintiff would be entitled to seek recovery of Class Counsel's reasonable
7 attorneys' fees, even if those fees ultimately exceeded the total recovery obtained for the Class if
8 this Action proceeded through trial and appeal. The Settlement benefits both Parties by avoiding
9 the continued expenditure of time, energy, and resources associated with further litigation, while
10 also accounting for the significant financial risk assumed by Class Counsel in prosecuting this
11 Action on a purely contingent basis. (Class Counsel Decl., ¶¶ 35-36.) Class Counsel undertook
12 this matter with no guarantee of recovery and devoted substantial resources to its prosecution,
13 consistent with its fiduciary obligations to act in the best interests of the Class throughout litigation.
14 (*Id.*)

15 In light of the results achieved, the risks assumed, and the fee-shifting nature of the claims
16 asserted, the requested Class Counsel Fees Payment and Litigation Expenses Payment is
17 reasonable and appropriate for preliminary approval.

18 **4. Experience, Reputation, and Ability of Class Counsel Support the**
19 **Requested Fee Award**

20 As demonstrated by their past experience in pursuing class actions on behalf of consumers
21 and employees, Class Counsel possess considerable expertise in litigating class actions. (Class
22 Counsel Decl., ¶¶ 37-56.) Class Counsel has been involved as lead counsel or co-counsel in several
23 class actions that resulted in millions in recovery. (*Id.*) Because it is reasonable to compensate
24 class counsel commensurate with their skill, reputation and experience, Class Counsel's requested
25 fee award is supported here.

26 Class Counsel's experience in wage and hour class actions was integral in evaluating the
27 strengths and weaknesses of the case against Defendant and the reasonableness of the Settlement.
28 Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning

1 the rapidly evolving substantive law (state and federal), as well as the procedural law of class
2 action litigation. Based on these and other factors, Class Counsel has frequently received fee
3 awards of this percentage from the gross recovery for the class. Therefore, the requested Class
4 Counsel Fees Payment are reasonable and fair.

5 **D. The PAGA Allocation is Reasonable**

6 Where settlements negotiate a good faith amount for PAGA penalties and “there is no
7 indication that this amount was the result of self-interest at the expense of other” class members,
8 such amounts are generally considered reasonable. (*Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr.
9 3, 2009) No. CV-08-0844 EDL, 2009 WL 928133 at *1, 9.) Courts have approved amounts for
10 PAGA penalties in the range of zero to two percent of the total maximum amount of the Settlement.
11 (*Id.* [approving a PAGA payment of 0.3%, or \$1,500]; *see also Jack v. Hartford Fire Ins. Co.* (S.D.
12 Cal. Oct. 13, 2011) 2011 WL 4899942 at *6 [approving a PAGA payment of 0.25%]; *McKenzie v.*
13 *Fed. Express Corp.* (C.D. Cal. Jan. 23, 2012) 2012 WL 12882124 at *5 [acknowledging that courts
14 approve PAGA claim settlements in the range of zero to two percent of the total settlement].)

15 Here, the LWDA PAGA Payment is larger than many other PAGA settlement amounts
16 approved by the courts where seemingly nominal amounts were allocated for such claims. (*See,*
17 *e.g., Zubia v. Shamrock Foods Co.* (C.D. Cal. Dec. 21, 2017) No. CV1603128ABAGRX, 2017
18 WL 10541431, at *14 [approving a PAGA settlement of 0.1%]; *Hopson, supra*, 2008 WL 3385452,
19 at *1 [approving a PAGA settlement of 0.3% or \$1,500]; *Garcia v. Gordon Trucking, Inc.* (E.D.
20 Cal. Oct. 31, 2012) No. 1:10-CV-0324 AWI SKO, 2012 WL 5364575, at *3 [approving a PAGA
21 settlement of 0.27%].) The Parties negotiated the PAGA Penalties, 75% percent of which
22 (\$50,625.00) as the LWDA Payment and 25% (\$16,875.00) to be distributed to the individual
23 PAGA Members. (Settlement, § 1.35.) The PAGA Penalties equate to approximately 4% of the
24 Gross Settlement Amount, which far exceeds amounts that are routinely approved. The Parties
25 negotiated to allocate 4% of the Settlement to PAGA Penalties in good faith and this amount is
26 reasonable considering that the maximum PAGA penalties were estimated at \$1,687,800.00 (which
27 assumed \$100 per pay period). (Class Counsel Decl., ¶ 22.)
28

1 **E. The Service Awards to Named Plaintiff Is Reasonable**

2 Named plaintiffs in class action lawsuits “are eligible for reasonable incentive payments to
3 compensate them for the expense or risk they have incurred in conferring a benefit on other
4 members of the class.” (*Munoz, supra*, 86 Cal.App.4th at p. 412.) Courts routinely grant approval
5 of class action settlement agreements containing enhancements for the class representatives, which
6 are necessary to provide incentive to represent the class, and are appropriate given the benefit the
7 class representatives help to bring about for the class. (*See Rodriguez v. W. Publ'g Corp.* (9th Cir.
8 2009) 563 F.3d 948, 958-59.)

9 Service awards are particularly important to plaintiffs in wage and hour cases because they
10 promote the important public policies underlying the wage and hour laws. This strong policy is
11 codified in California Labor Code § 90.5, which provides, “it is the policy of this state to vigorously
12 enforce minimum labor standards in order to ensure employees are not required or permitted to
13 work under substandard unlawful conditions” Nonetheless, the California Supreme Court has
14 noted that “retaliation against employees for asserting statutory rights under the Labor Code is
15 widespread,” despite anti-retaliation statutes designed to protect employees. (*Gentry v. Super. Ct.*
16 (2007) 42 Cal.4th 443, 460-61.) In this context, class representatives should be rewarded for
17 assuming the risk of retaliation for the sake of class members. (*See Frank v. Eastman Kodak Co.*
18 (W.D.N.Y. 2005) 228 F.R.D. 174, 187.)

19 Under the Settlement Agreement, subject to the Court’s approval, Defendant agreed to pay
20 the Class Representative Service Award in the amount of \$10,000.00 to Plaintiff. This amount is
21 also in exchange for Plaintiff’s general release of all claims against Defendant. Courts routinely
22 approve service awards of \$10,000.00 for plaintiffs represented by counsel. (*See, e.g., Moreno v.*
23 *Pretium Packaging, L.L.C.* (C.D. Cal. Aug. 6, 2021) 2021 WL 3673845, *3 [“The Court concludes
24 a \$10,000 incentive award is appropriate.”]; *Suarez v. Bank of America, National Association* (N.D.
25 Cal., Jan. 11, 2024, No. 18-CV-01202-LB) 2024 WL 150721, at *4 [“The court approves awards
26 of \$10,000 for each class representative.”].)

27 A **2006** study examining the average incentive award given to class action plaintiffs from
28 **1993 to 2002** found that the “average award per class representative was \$15,992 and the median

award per class representative was \$4,357.” (Eisenberg & Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study* (2006) 53 UCLA L. Rev. 1303, 1308.) That same study found that named plaintiffs in employment discrimination class actions received an average award of \$69,850 and a median award of \$31,081, while named plaintiffs in other employment class actions received an average award of \$12,121 and a median award of \$13,059. (*Id.* at p. 1334.) The authors of the study found that higher awards in employment cases reflected the “courts’ wish to make representative plaintiffs whole by compensating them for the high costs of their service to the class, including risks of stigmatization or retaliation on the job.” (*Id.* at p. 1308.)

Plaintiff devoted substantial time and effort assisting Class Counsel in the Action, and Plaintiff communicated with Class Counsel during the mediation and the preparation leading up to mediation. (*See generally* Plaintiff’s declaration; Class Counsel Decl., ¶¶ 28-32.) The Class Representative Service Award is reasonable particularly in light of the substantial benefits Plaintiff generated for all Class Members and as compared to similarly situated plaintiffs in other employment class and representative actions. (*Id.*)

IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

A. Legal Standard

The proposed Class is well suited for class certification. All of the claims derive from a core set of alleged violations of California’s wage and hour laws and regulations. For the reasons set forth more fully below, for purposes of settlement only, the Class satisfies the prerequisites for certification under Code of Civil Procedure § 382. Section 382 provides: “when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all.” (Code Civ. Proc., § 382). There are three requirements to section 382: Class certification requires proof (1) of a sufficiently numerous, ascertainable class, (2) of a well-defined community of interest, and (3) that certification will provide substantial benefits to litigants and the courts, i.e., that proceeding as a class is *superior* to other methods. (*In re Tobacco II Cases*, (2009) 46 Cal.App.4th 298, 313.)

1 The California Supreme Court has looked to Federal Rule of Civil Procedure 23 to further
2 explain that the community-of-interest requirement itself embodies three factors: “(1) predominant
3 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
4 (3) class representatives who can adequately represent the class.” (*Richmond v. Dart Indus., Inc.*
5 (1981) 29 Cal. 3d 462, 470.)

6 California law and policy favor the fullest and most flexible use of the class action device.
7 (*Id.* at pp. 469-73.) Indeed, “Courts long have acknowledged the importance of class actions as a
8 means to prevent a failure of justice in our judicial system.” (*Linder v. Thrifty Oil Co.* (2000) 23
9 Cal. 4th 429, 434.) Any doubt as to the appropriateness of class treatment should be resolved in
10 favor of certification. (*Richmond, supra*, 29 Cal.3d at pp. 473-75.)

11 **B. Plaintiff Maintains That the Criteria for Class Certification Are Satisfied for**
12 **Settlement Purposes.**

13 **1. The Class is Ascertainable and Numerous**

14 A class is ascertainable if a plaintiff supplies a reasonable means of identifying potential
15 class members and the class is defined in terms of objective characteristics and common facts
16 sufficient to allow a class member to identify himself or herself as having a right to recover based
17 on that description. (*ABM Industries Overtime Cases*, (2017) 19 Cal.App.5th 277, 303.) Courts
18 also consider the size or numerosity of the class when determining whether or not it is
19 ascertainable. (*Id.* at 302).

20 **a) *Class Definition***

21 When defining a class, the terminology used must convey “sufficient meaning to enables
22 persons hearing to determine whether they are members of the class” and if the proposed class
23 definition offers an objective way to identify those who will be bound by the results of the
24 litigation. (*Id.* at 302-303.) Courts have routinely certified classes defined using language to that
25 here. (*Faulkinbury v. Boyd & Associates, Inc.* (2013) 216 Cal.App.4th 220, 227; *see also Brinker*
26 *Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1019, defining several subclasses such
27 as employees “who worked one or more work periods in excess of three and a half hours without
28 receiving a paid 10 minute break” and those “who worked ‘off-the-clock’ or without pay.”)

1 Here, the Class definition (as stated above) is objective as it is limited in scope to a specific
2 time frame (during the Class Period) and is limited to the potential class members' employment
3 classification (hourly or non-exempt employees). Further, there are common facts that exist here
4 (such as those employees who worked without pay, were not given proper meal or rest periods,
5 etc.) that are encapsulated by the causes of action alleged in the Action. This definition therefore
6 provides sufficiently clear information to allow current and former employees to readily and
7 reasonably determine whether or not they are a putative Class Member in this Action based upon
8 this definition. (*ABM* at 304, stating "As long as the potential class members may be identified
9 without unreasonable expense or time and given notice of the litigation, and the proposed class
10 definition offers an objective means of identifying the persons who will be bound by the results of
11 the litigation, the ascertainability requirement is met.") Thus, the proposed Class that Plaintiff
12 seeks to represent is easily ascertainable and includes approximately 588 current and former
13 employees of Defendant.

14 **b) Numerosity**

15 "The requirement of Code of Civil Procedure section 382 that there be 'many' parties to a
16 class action suit is indefinite and has been construed liberally." (*Rose v. City of Hayward* (1981)
17 126 Cal.App.3d 926, 934.) "Where a question is of common interest to 'many' persons, an action
18 may be maintained as a class action even where the parties are numerous and it is in fact practicable
19 to join them all." (*Id.*) "No set number is required as a matter of law for the maintenance of a
20 class action." (*Id.*) "Thus, our Supreme Court has upheld a class representing the 10 beneficiaries
21 of a trust in an action for removal of the trustees." (*Id.*, citing *Bowles v. Super. Ct.* (1955) 44 Cal.2d
22 574; *see also Collins v. Rocha* (1972) 7 Cal.3d 232 [upholding a 35 member class.]) If even as
23 little as 10 persons can constitute a class, then certainly the 588 Class Members here satisfy the
24 numerosity requirement.

1 **2. There is a Well-Defined Community of Interest in Questions of Law**
2 **and Fact**

3 The community-of-interest requirement itself embodies three factors: “(1) predominant
4 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
5 (3) class representatives who can adequately represent the class.” (*Richmond* at 470.)

6 **a) There are Many Common Issues of Law and Fact Which**
7 **Predominate**

8 The Court should grant conditional Class certification for settlement purposes here on the
9 grounds that questions of law and fact common to all Class and subclass predominate over any
10 individual questions. This inquiry tests whether proposed classes are sufficiently cohesive to
11 warrant adjudication by representation. (*See, e.g., Clothesrigger, Inc. v. GTE Corp.* (1987) 191
12 Cal.App.3d 605.)

13 Here, the employment practices at issue are: whether Defendant had legally compliant
14 policies and practices for all hours worked, including overtime wages; whether Defendant had
15 legally compliant policies and practices to provide employees with meal periods; whether
16 Defendant had legally compliant policies and practices authorizing and permitting its employees
17 to take rest periods; whether Defendant reimbursed employees for business expenses; whether
18 payment of wages during employment was timely; whether final payment of wages was untimely
19 and excluded unpaid wages, including meal and rest period premium wages; whether wage
20 statements were consequently non-compliant; and whether Defendant failed to keep requisite
21 payroll records. Plaintiff contends that the factual and legal issues are the same for all the identified
22 Class Members, including Plaintiff. Further, all Class Members suffered from, and seek redress
23 for, the same alleged injuries.

24 **b) Plaintiff’s Claims Are Typical of the Claims of the Class**

25 The typicality requirement does not focus on the individual characteristics or circumstances
26 of the representative plaintiff compared to those of the remainder of the class, but rather upon the
27 typicality of the proposed representative’s claims as they relate to the defendant’s conduct and
28 activities. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 [“[t]he only requirements are that

1 common questions of law and fact predominate and that the class representative be similarly
2 situated” vis-à-vis the class.].) A representative plaintiff’s claims are typical of the class if they
3 arise from the same event, practice or course of conduct, and if the claims rest on the same legal
4 theories. (*Id.*) That is precisely the case here. Plaintiff is a former employee of Defendant; as such,
5 Plaintiff alleges that Plaintiff was subject to the same policies and practices as other similarly
6 situated employees. Thus, Plaintiff’s claims arise out of the same practices of Defendant and rest
7 on the same legal theories as those of the Class. Therefore, Plaintiff can easily meet the typicality
8 requirement in favor of certification.

9 **c) Plaintiff and Class Counsel Meet the Adequacy Requirement**

10 The adequacy of representation requirements is met by fulfilling two conditions: first, a
11 named plaintiff must be represented by counsel qualified to conduct the pending litigation; second,
12 a named plaintiff’s interests cannot be antagonistic to those of the class. (*McGhee v. Bank of*
13 *America* (1976) 60 Cal.App.3d 442, 451.)

14 All of these requirements are met here for settlement purposes. Plaintiff retained Class
15 Counsel, whom have extensive experience in prosecuting complex class actions, including similar
16 class actions that previously settled. (Class Counsel Decl., ¶¶ 37-56.) Class Counsel
17 unquestionably is “qualified, experienced and generally able to conduct the proposed litigation.”
18 (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 875.) In addition, Plaintiff has no conflicts, and
19 Plaintiff has, with Class Counsel, litigated this Action and diligently reviewed the Settlement
20 terms, showing their dedication. Plaintiff’s willingness to serve as Class Representative
21 demonstrates Plaintiff’s serious commitment to bringing about the best results possible for the
22 Class, thereby demonstrating Plaintiff’s interests are aligned with those of the Class and no conflict
23 exists. (*McGhee, supra*, 60 Cal.App.3d at p. 451.)

24 **3. A Class Action is Superior to a Multiplicity of Litigation**

25 Finally, in making its Class certification decision, the Court must determine that a class
26 action would be superior to alternative means for the fair and efficient adjudication of the litigation.
27 By consolidating many potential individual actions into a single proceeding, this Court’s use of the
28 class action device enables it to manage this litigation in a manner that serves the economics of

time, effort and expense for the litigants and the judicial system. Absent class treatment, similarly-situated employees with small but nevertheless meritorious claims for damages would, as a practical matter, have no means of redress because of the time, effort and expense required to prosecute individual actions. (*Gentry, supra*, 42 Cal.4th at pp. 457-62; *Leyva v. Medline Ind.* (9th Cir. 2013) 716 F.3d 510, 515.) Moreover, in the context of settlement, the superiority concerns are essentially non-existent.

V. THE PROPOSED CLASS NOTICE IS CONSTITUTIONALLY SOUND

A. The Proposed Class Notice Plan Satisfies Due Process

Notice requirements are set forth in the California Rules of Court. (Cal. Rules of Court, Rule 3.766 (e), (f).) California law vests the Court with broad discretion in fashioning an appropriate notice program. (*Cartt v. Super Ct.* (1975) 50 Cal.App.3d 960, 973-74.) There is no statutory or due process requirement that all class members receive actual notice, but in this Action, the Class Notice will be disseminated through direct U.S. first class mail to the last known address for each Class Member. As the Court of Appeals has explained, “[t]he notice given should have a reasonable chance of reaching a substantial percentage of the class members” (*Id.* at p. 974.) In this Action the Class Notice will be provided by direct mailing, which is the best possible form of notice as it provides the most reasonable chance of reaching a substantial percentage of the Class.

B. The Class Notice is Accurate and Informative

The proposed Class Notice is informative. It informs the Class Members of the terms of the Settlement and their right to be excluded from the Settlement. If there are Class Members who wish to object to this proposed Settlement, they will have the opportunity to file their objections and be heard at the Final Approval Hearing.

The Class Notice also fulfills the requirement of neutrality in class notices. (Conte & Newberg, *Newberg on Class Actions* (3rd Ed.) § 8.39.) It summarizes the proceedings to date and the terms and conditions of the Settlement Agreement, in an informative and coherent manner. It makes clear that the Settlement Agreement does not constitute an admission of liability by the Defendant, who denies all liability, and it recognizes that this Court has not ruled

1 on the merits of the Action. It also states that the final settlement approval decision has yet to
2 be made. The Class Notice thus complies with the standards of fairness, completeness, and
3 neutrality required of a combined settlement-certification class notice.

4 **C. The Proposed Class Notice of Settlement Should Be Approved**

5 The proposed Class Notice, in the form attached to the Settlement Agreement, should be
6 approved for dissemination to the Class. The Class Notice informs the Class of the terms of the
7 Settlement and of their rights to be excluded from the Settlement. And if there are Class Members
8 who wish to object to the Settlement, they will have the opportunity to file their objections and be
9 heard at the final approval hearing. Accordingly, the proposed Class Notice meets all the
10 requirements of Rule 3.769(f) of the California Rules of Court and should be approved.

11 **VI. CONCLUSION**

12 For the foregoing reasons, Plaintiff respectfully requests that the Court grant preliminary
13 approval of the proposed Settlement and set this matter for a final approval hearing. A final
14 approval hearing is requested for February 23, 2027, or on the Court's first available date
15 thereafter.

16
17 Respectfully submitted,

18 Dated: February 6, 2026

WILSHIRE LAW FIRM, PLC

19 By:



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