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Attorneys for Plaintiff
LAURA RUSSELL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION

LAURA RUSSELL, an Individual,

Plaintiff,

v.

SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP, INC. a/k/a SOCAL PERMANENTE MEDICAL GROUP, a California Corporation; KAISER PERMANENTE INTERNATIONAL, a California nonprofit corporation; KAISER FOUNDATION HOSPITALS, a California nonprofit corporation; KAISER FOUNDATION HEALTH PLAN, INC., a California nonprofit corporation, and DOES 1-20, Inclusive,

Defendants.

Case No. 37-2022-00034424-CU-OE-CTL

MOTION FOR APPROVAL OF SETTLEMENT OF PRIVATE ATTORNEY GENERAL ACT ("PAGA") LAWSUIT; [PROPOSED] ORDER

Judge: Hon. Judge Loren G. Freestone
Dept.: C-64

NOTICE OF MOTION FOR APPROVAL OF PAGA SETTLEMENT

PLEASE TAKE NOTICE that Plaintiff LAURA RUSSELL ("Plaintiff") will and hereby does request that the Court enter the proposed order, and thereby approve the Parties' settlement of the Private Attorneys General Act ("PAGA") claims in this matter and dismiss the case with prejudice.

The Court has set a hearing for the instant motion ("Motion") for August 21, 2026 at 10:30 a.m., before Hon. Loren G. Freestone in Department C-64, 330 W. Broadway San Diego, CA 92101. Good cause exists to grant this Motion as explained further in Plaintiff's Memorandum of Points and Authorities.

The Motion is based on this Notice of Motion, the attached Memorandum of Points and Authorities, the Declaration of Kalyan Pokala, and exhibits attached thereto, and such further written and oral evidence and argument as may be presented at the time of the hearing.

DATED: July 30, 2026

POKALA LAW APC

By: /s/ Kalyan Pokala__________
Kalyan Pokala
J. Patrick Allen
Attorneys for Plaintiff
Laura Russell

I. MEMORANDUM OF POINTS AND AUTHORITIES

On November 25, 2025, the Parties entered into a Settlement Agreement and Release of Private Attorneys General Act ("PAGA") Claims (the "Agreement"), attached as **Exhibit 1** to the Declaration of Kalyan Pokala submitted herewith. The settlement described therein fully and finally resolves the claims brought by Plaintiff under the PAGA (the "PAGA Claims") on behalf of herself and other employees (collectively the "PAGA Members"). The PAGA Settlement is fair, reasonable, and adequate as to the PAGA Members and satisfies all statutory criteria for approval. Plaintiff originally submitted her notice of her PAGA Claims to the Labor and Workforce Development Agency ("LWDA") on May 23, 2022 (LWDA Case No. LWDA-CM-885286-22). The proposed Settlement for the above captioned matter, , was electronically submitted to the LWDA on February 20, 2026, a true and correct copy is attached as **Exhibit 2** to the Declaration of Kalyan Pokala.

Pursuant to Labor Code section 2699(l), the Parties respectfully request that the Court enter an order in the form submitted concurrently herewith and thereby: (i) approve the PAGA Settlement and the release of PAGA claims; (ii) grant approval to the proposed distribution plan; and (iii) grant approval to the form and manner of notice to be issued to the PAGA Members.

II. FACTS AND PROCEDURAL HISTORY

Plaintiff was hired by Defendant Southern California Permanente Medical Group ("Defendant") as a Psychosocial Clinician III in the Emergency Department. Plaintiff alleges that her schedule as a permanent employee consisted of a rotating two-week cycle. Week one consisted of Thursday evenings from 3 PM to 1AM and Saturdays from 7 AM to 5 PM. Week two consisted of Monday evenings from 3 PM to 1AM, Thursdays and Fridays from 7 AM to 5 PM. In addition, Ms. Russell alleges that she was scheduled to be on call from 11 PM to 7 AM four to five times a month. Plaintiff alleges that Defendant compensated Plaintiff for these on call shifts at a rate of $12.00 an hour regardless of whether Plaintiff was called upon to perform work or not. She further alleges that this wage continued despite the minimum wage in San Diego, California increasing to $13.00 on January 1, 2020, $14.00 on January 1, 2021, and $15.00 on January 1, 2022.[1]

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[1] Defendant disputes the material allegations of Plaintiff's complaint and contends that Plaintiff was properly classified as an exempt employee and paid appropriately.

On May 23, 2022, Plaintiff filed a notice with the LWDA contending that Defendant's method of compensation violated California law with respect to Plaintiff and other current and former non-exempt, hourly employees employed as either Licensed Clinical Social Workers ("LCSW") and/or Licensed Marriage and Family Therapists ("LMFT") or whose employment was otherwise covered by the NUHW Kaiser Psycho-Social Chapter Collective Bargaining Agreement. Specifically, Plaintiff alleged that other aggrieved employees worked shifts in excess of eight hours. Additionally, Plaintiff alleged that the aggrieved employees were all required to work additional on-call shifts throughout the pay periods. On these on-call shifts, Ms. Russell alleged that she and the aggrieved employees were required to work if called, yet received no additional compensation for their time, even though they were performing the same work that they would be performing if they were physically at Defendant's "Crisis Team" Department. Defendant denies the allegations in the PAGA Notice.

Plaintiff filed the present action on August 26, 2022 alleging causes of action for: (1) failure to pay earned wages (Labor Code § 204), (2) failure to pay overtime compensation (Labor Code §§ 510, 1194), (3) failure to pay minimum wage (Labor Code §§ 1182.12, 1194, 1197), (4) reporting time pay violations (Labor Code § 204), (5) meal period violations (Labor Code §§ 226.7, 512(a)), (6) rest period violations (Labor Code §§ 226.7, 512(a)), (7) failure to furnish accurate wage and hour statements (Labor Code § 226(e)), (8) failure to maintain accurate records (Labor Code § 1198.5), (9) forced patronage (Labor Code § 450), (10) failure to reimburse expenses (Labor Code § 2802), (11) unfair business practices (Business & Professions Code § 17200), (12) waiting time penalties (Labor Code § 203), and (13) civil penalties for violation of the Labor Code (Labor Code § 2698 *et seq.*). Plaintiff originally brought her claims against Kaiser Permanente International, Kaiser Foundation Health Plan, Inc., and Kaiser Foundation Hospitals, in addition to Southern California Permanente Medical Group. Claims as to defendants other than Southern California Permanente Medical Group were dismissed on October 25, 2023.

Defendant removed the case to the U.S. District Court for the Southern District of California on December 12, 2022. Defendant then filed a motion to dismiss arguing that Plaintiff's claims were preempted by federal law pursuant to Section 301 of the Labor Management Relations Act and/or

Section 514 of the Employee Retirement Income Security Act. Plaintiff opposed the motion and filed a motion to remand the matter to the San Diego Superior Court. On March 9, 2023, the Southern District of California granted Plaintiff's motion to remand and terminated the motion to dismiss as moot.

Upon remand, Defendant answered the complaint and the parties engaged in discovery. Plaintiff was deposed on two separate dates, and multiple managers for Defendant were also deposed. The Parties each propounded substantial written discovery and Defendant produced more than 700 pages of documents. On June 20, 2025, the Parties participated in an all-day mediation presided over by Michael Ludwig. Prior to the mediation, Plaintiff obtained, through significant formal and informal discovery, Plaintiff's personnel file, time records, and wage statements, as well as the pay records of the PAGA Members. As a result of the mediation, the Parties reached an agreement on the settlement of the PAGA claims, as well as a separate settlement of Plaintiff's individual claims. The material terms of the PAGA Settlement Agreement are as follows:

A. <u>The Payment</u>

Defendant will pay a total of $80,000.00 into a common fund to resolve the Released PAGA Claims, as defined in the Agreement. This settlement amount covers civil penalties (to be shared between the LWDA and the PAGA Members) as well as attorneys' fees, and litigation and settlement administration costs. The LWDA will receive seventy-five percent (75%) of the Net Settlement Amount (after fees and costs are deducted). The PAGA Members will receive twenty-five percent (25%) of the Net Settlement Amount on a pro-rated basis based on the number of pay periods each individual worked during the applicable PAGA Period. [2]

B. <u>Attorneys' Fees, Costs, and Other Deductions from the Gross Settlement Amount</u>

The Agreement permits Plaintiff to apply for attorneys' fees not to exceed forty percent (40%) of the Gross Settlement Amount and actual litigation costs not to exceed $20,000.00. Absent unanticipated occurrences, the settlement administration costs are estimated to be no more than $4,000.00. The Agreement does not contemplate any incentive payment to Plaintiff as part of the Gross Settlement Amount.

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[2] Because Plaintiff submitted her LWDA letter on May 23, 2022, and filed her complaint on August 26, 2022, this case is governed by the PAGA prior to its 2024 amendments.

C. The Released Claims

In exchange for the Gross Settlement Amount, the State of California and the identified PAGA Members will release specified claims for PAGA penalties that were alleged or reasonably could have been alleged based on the allegations stated in Plaintiff's Operative Complaint or in the PAGA Notice, during the PAGA Period. The released claims include, but are not limited to, PAGA claims based on exempt misclassification, failure to pay earned wages, minimum wages, overtime, on-call time, reporting time pay, failure to provide meal periods, failure to authorize and permit rest breaks, failure to furnish accurate wage statements, failure to maintain accurate records, forced patronage, failure to reimburse expenses, and failure to pay all wages at termination.

For purposes of the Agreement, the PAGA Members consist of all current and former employees of Defendant classified as exempt who were Licensed Clinical Social Workers or Licensed Marriage and Family Therapists and who worked in job codes 66530, 66531 or 66565 as regularly-scheduled members of the "crisis team" at San Diego Medical Center, Zion Medical Center, and San Marcos Medical Center from June 22, 2021, to the date the Court enters an order approving the settlement (the "PAGA Period").

D. Administration Process

The Agreement provides for a settlement administrator to distribute the common fund. In distributing the settlement checks to the PAGA Members, the settlement administrator will also provide a notice explaining the payment and the case. The Parties have selected ILYM Group, Inc. as the administrator. ILYM Group, Inc.'s estimated fees and expenses are $2,650.00, and are not to exceed $4,000.00.

III. ARGUMENT

A. Standard of Review

Labor Code § 2699(l)(2) states that "the superior court shall review and approve any settlement of any civil action filed pursuant to this part." PAGA does not specify a standard of review for PAGA settlements, and there is no published appellate authority on the subject. Existing law does, however, provide some guidance as to the appropriate standard of review.

PAGA was enacted "to achieve maximum compliance with state labor laws" and "to ensure an effective disincentive for employers to engage in unlawful and anticompetitive business practices." 2003 Cal. Legis. Serv. Ch. 906 § 1(a). The Legislature further found that, while self-policing efforts have had some success, "in other cases the only meaningful deterrent to unlawful conduct is the vigorous assessment and collection of civil penalties as provided in the Labor Code." *Id*. at § 1(b). PAGA seeks to "enlist[] willing citizens in the task of private enforcement" by authorizing them to recover civil penalties, attorneys' fees, and costs. *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 390.

In evaluating PAGA settlements, courts have looked to whether: (1) the statutory notice requirements set forth by PAGA have been satisfied and (2) the settlement is "fair, reasonable, and adequate" in light of PAGA's goals. *Patel v. Nike Retail Servs., Inc.* (N.D.Cal. May 8, 2019) 2019 WL 2029061, *2. To determine whether a PAGA settlement is "fair, reasonable, and adequate," California district courts have relied on the class action settlement approval factors established in *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026; *Bruce v. Del Monte Foods, Inc.* (N.D. Cal. Mar. 29, 2018) 2018 WL 8017998, *1; *O'Connor v. Uber Techs., Inc.* (N.D. Cal. 2016) 201 F. Supp. 3d. 1110, 1133–34. Those factors are: (1) the strength of plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed; (6) the expertise and views of counsel; (7) the presence of government participation; and (8) the reaction of class members to the proposed settlement. *See, e.g., Ramirez v. Benito Valley Farms, LLC* (N.D.Cal. Aug. 25, 2017) 2017 WL 3670794, *3. Given the representative nature of PAGA actions, California district courts have found factors (3), (7), and (8) inapplicable to PAGA settlements and instead focus on the other five factors. *See Delgado v. MarketSource, Inc.* (N.D. Cal. Aug. 28, 2019) 2019 WL 4059850, *4. This review is "extremely limited" and does not include the Court's power to "delete, modify or substitute certain provisions." *Hanlon*, 150 F.3d at 1026.

B. <u>The Settlement Should Be Approved</u>

1. <u>The Statutory Notice Requirements Have Been Met.</u>

As an initial matter, Plaintiff has satisfied PAGA's statutory notice requirements. First, to bring an action under PAGA, an 'aggrieved employee' must provide written notice to the LWDA as well as to the employer. Cal. Lab. Code § 2699.3(a)(1)(A). As evidenced by the LWDA Letter attached to the operative complaint, Plaintiff gave the required statutory notice to the LWDA and Defendant before bringing the representative PAGA claim.

Additionally, simultaneously with the Court's review of any PAGA settlement, the LWDA must be afforded an opportunity to review the proposed settlement and submit objections. *See* Cal. Labor Code § 2699(l)(2) ("The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court."). In compliance with this requirement, Plaintiff's Counsel will submit a copy of the Agreement, this Motion, and all supporting papers to the LWDA contemporaneously with the filing of this Motion. Therefore, all statutory notice requirements have been met.

2. <u>The PAGA Settlement is Fair, Reasonable, and Adequate</u>

The PAGA Settlement is fair, reasonable, and adequate upon consideration of the relevant factors.

<u>First</u>, Plaintiff maintains that she has a strong case, but it is nevertheless subject to considerable risk as to liability and damages. While Plaintiff alleges a non-compliant wage and hour practice with respect to a broad category of Defendant's employees and former employees, establishing liability and penalties on a representative basis was subject to substantial dispute, leading the Parties to reach agreement on a narrowly defined group of the PAGA Members.[3] Even for the agreed-upon PAGA members, Plaintiff must show that each of the PAGA Members was not compensated for all hours worked in each applicable pay period during the PAGA Period. Defendant maintains strong defenses as to Plaintiff's claims with respect to the nature and extent of the job duties performed by the PAGA Members for the time which Plaintiff alleges the PAGA members were not appropriately compensated. Moreover, even if the Court found liability as to some or all of the PAGA claims, it could reduce the penalty when "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or

[3] Defendant has argued that the employee group, as pled in the Complaint, cannot proceed on a representative basis due to extreme variation in employees' job duties, schedules, and department-specific practices. While Defendant disputes that claims as to the settlement group could be manageably adjudicated, Defendant has agreed to a settlement as to this more limited group.

confiscatory." Cal. Labor Code § 2699(e)(2); *Patel¸* 2019 WL 2029061 at *3; *Fleming v. Covidien, Inc.* (C.D. Cal. Aug. 12, 2011) 2011 WL 7563047, *4. While Plaintiff's counsel believes that Plaintiff could ultimately establish liability and damages, and Defendant is equally confident in its defenses, Plaintiff's Counsel is experienced and realistic and understands that the resolution of liability issues, the outcome of the trial, and the inevitable appeals process are inherently uncertain in terms of outcome and duration. The PAGA Settlement alleviates these concerns. *See, e.g., Delgado*, 2019 WL 4059850, at *4 (*citing Browning v. Yahoo! Inc.* (N.D. Cal. Nov. 16, 2007) 2007 WL 4105971, *10 ["[L]egal uncertainties at the time of settlement—particularly those which go to fundamental legal issues—favor approval."]);. Therefore, this factor weighs in favor of approval.

Second, the risk, expense, complexity and likely duration of future litigation support the approval of the settlement. Should litigation continue, Plaintiff risks an adverse judgment which could result in either a lesser recovery or no recovery at all. Conversely, Defendant risks a potential judgment containing penalties and attorneys' fees in excess of those set forth in the Agreement. Moreover, by reaching a settlement, the Parties seek to avoid significant additional expense and delay. The Parties have already expended considerable time and resources litigating this matter over the course of almost four years, and further litigation would necessarily result in additional expense. Most immediately, the Parties would be faced with preparing for a trial or, given that the remaining PAGA Members held multiple different positions, trials. This would consume substantial time and resources for both sides, not to mention the judicial resources necessary to adjudicate the issue. Moreover, regardless of the outcome, the potential for appeals would further extend final resolution of this matter. Settlement, on the other hand, provides for a prompt and favorable resolution for both sides. *See, Rodriguez v. RCO Reforesting, Inc.* (E.D. Cal. Jan. 25, 2019) 2019 WL 331159, *4 ("Where a settlement provides timely, certain, and meaningful recovery and ensures that there are resources available for monetary recovery . . . it ought to be favored.").

Third, the amount of the PAGA Settlement is appropriate and fair. Pursuant to Defendant's records, there are approximately 25 PAGA Members and 1,920 pay periods (from June 22, 2021 through December 31, 2025) that would be included in the claims covered by the Agreement. Accordingly, the maximum reasonable value of Plaintiff's PAGA claim is approximately $190,000, assuming PAGA Members could recover a $100 penalty for each pay period. This amount could be significantly higher should the Court permit Plaintiff to "stack" penalties (i.e., recovery of multiple penalties for each pay period) or significantly lower if Plaintiff was unable to establish liability on a portion of the claim.[4] The PAGA Settlement represents approximately 42 percent of the total valuation. Courts have approved settlements for much lower percentages of the total valuation. *See, e.g., Rodriguez*, 2019 WL 331159, at *5 (approving PAGA settlement totaling 6% of total estimated value of PAGA claim); *McLeod v. Bank of Am., N.A.* (N.D. Cal. Nov. 14, 2018) 2018 WL 5982863, *4 (approving PAGA settlement totaling 1.1% of total estimated value of PAGA claim); *Ramirez*, 2017 WL 3670794, at *5 (approving PAGA settlement totaling 4.5% of total estimated value of PAGA claim).

<u>Fourth</u>, this case has advanced significantly since filing in August 2022 including the completion of substantial discovery and depositions. This is substantially further than many other cases where settlements are achieved in the early phases of discovery. *See, Rodriguez*, 2019 WL 331159, at *5 (settled "relatively early in the [discovery] process"); *Ramirez*, 2017 WL 3670794, at *5 ("settled very early in the litigation process"). In addition to written discovery responses and document productions, Plaintiff deposed the two primary managers of the PAGA members. Defendant likewise deposed Plaintiff. Accordingly, this factor weighs in favor of approval. *See Delgado*, 2019 WL 4059850, at *5 (finding this factor weighed in favor of settlement approval where parties had "completed significant discovery"); *Rincon*, 2018 WL 828104, at *4 (this factor weighed in favor of settlement approval where the parties had "engaged in extensive investigation, discovery and motion practice that spanned several years").

<u>Fifth</u>, Plaintiff's counsel's experience and views favor approval of the settlement. Lead Plaintiff's counsel, Kalyan Pokala, has over 17 years of employment litigation experience, including

[4] Notably, nearly all of Plaintiff's claims are premised on a theory of exempt misclassification. Thus, if Defendant prevails on its argument that Plaintiff and other employees have been properly classified as exempt, Plaintiff would be unable to recover penalties as to the vast majority of the claims she has pled on that basis alone. Defendant has vigorously argued that Plaintiff and other employees are properly classified as exempt, and that its policies and practices are compliant and lawful as to all claims alleged.

litigating class actions on wage and hour issues. Based on the discovery and investigation conducted, Plaintiff's Counsel is of the opinion that the PAGA Settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the risk and uncertainty associated with proceeding to trial in light of the various defenses asserted by Defendant, the possibility that the recovery at trial might be substantially lower than this PAGA Settlement, and numerous potential trial and appellate issues.

C. The PAGA Release Should Be Approved

PAGA members are "bound by the judgment in an action under the PAGA . . . with respect to recovery of civil penalties." *ZB, N.A. v. Super. Ct.*, 8 Cal.5th 175, 196, (201)); *see also Arias v. Super. Ct.*, 46 Cal.4th 969, 986 (2009) ("Because an aggrieved employee's action under [PAGA] functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government."). Accordingly, courts consistently approve releases in PAGA settlements—like the one here—that release any and all PAGA claims of the plaintiff, PAGA members, and the State of California. *Patel*, 2019 WL 2029061 at *3; *Bruce*, 2018 WL 8017998, at *1.

D. The Distribution Plan Should Be Approved

The proposed distribution plan is fair to the PAGA Members and thus should be approved. While there is no set standard for approving distribution plans under PAGA, courts approve distribution plans that are "fair." *Rodriguez*, 2019 WL 331159, at *5, n.4 (approving distribution plan that "fairly allocates" any potential unclaimed amounts); *see also Rincon*, 2018 WL 828104, at *2–4.

Here, the distribution plan is 'fair' because each PAGA Member's settlement amount takes into account the individualized number of pay periods worked by each PAGA Member during the PAGA Period. Agreement, § 3.2.3. Further, any unclaimed amounts after the void date will be deposited with the California Controller's Unclaimed Property Fund, to be held in the name of the PAGA Member. *Id.* at § 6.4.3. Courts have approved similar distribution plans. *See Ortiz v. Genco, Inc.*, (N.D. Cal. Apr. 23, 2019) 2019 WL 11780577, *11-12 (individual payment calculations based on workweeks worked during the settlement period and uncashed settlement checks to be distributed to Industrial Relations

Unpaid Wages Fund with no amount reverting to defendant). Therefore, the distribution plan should be approved.

E. Approval of the Award of Attorneys' Fees and Costs is Warranted.

PAGA provides for "reasonable attorney's fees and costs." Cal. Lab. Code. § 2699(g)(1). However, PAGA does not provide a "specific standard for evaluating attorney's fees in connection with a settlement of PAGA claims." *Ramirez*, 2017 WL 3670794, at *6. California district courts have used the percentage-of-the-fund method for PAGA settlements. *See Rincon*, 2018 WL 828104 at *5. Plaintiff requests, and Defendant does not oppose, that the Court award $32,000.00 in attorney's fees. As set forth in the Declaration of Kalyan Pokala, Plaintiff believes this amount is reasonable under the facts and circumstances of the present litigation. Plaintiff's firm spent in excess of 550 hours litigating the individual and PAGA related claims, with more than 440 of these hours billed by attorneys. (*Id.* at ¶ 6-10.) In order to resolve this matter, preserve recovery for the members, and to eliminate risk, Plaintiff's counsel is requesting substantially less than their billing. (*Id.*)

Courts have acknowledged that, in common fund cases, attorneys' fees can be awarded under either the lodestar method or the percentage method. *Knight v. Red Door Salons, Inc.* (N.D.Cal. Feb. 2, 2009) 2009 WL 248367, *5. Regardless of the method chosen, the "ultimate goal under either method of determining fees is to reasonably compensate counsel for their efforts in creating the common fund." *Id.* The typical range of the attorneys' fees award should be within the range of 20% to 50% with the exact placement in that range dependent on the individual characteristics of the case. *Singer v. Becton Dickinson & Co.*, (S.D. Cal. Jun. 1, 2010) 2010 WL 2196104, *8; *Williams v. Centerplate, Inc.*, (S.D. Cal. Aug. 26, 2013) 2013 WL 4525428, *6 (percentages at the higher end of the range acceptable where settlement resulted from arms-length negotiations between experienced counsel).

Additionally, Plaintiff seeks $11,010.04 in costs for reimbursement of costs of the court fees, deposition transcripts and mediation fees. (Pokala Decl. ¶ 11) Payment of these costs is appropriate. Labor Code § 2699(g)(1); *Patel*, 2019 WL 2029061, at *4.

IV. CONCLUSION

For the reasons set forth above, Plaintiff respectfully request that the Court enter the proposed order submitted herewith and thereby: (i) grant approval to the PAGA Settlement and PAGA release; (ii) approve the distribution plan; and (iii) approve the Notice to PAGA Members. Plaintiff also requests, and Defendant does not oppose, approval of Plaintiff's request for attorneys' fees and costs. Defendant's counsel has communicated that they will not oppose this Motion. Additionally, because the Agreement fully and finally resolves all remaining claims in this matter, the Court should enter judgment and dismiss this matter with prejudice by entering the proposed Final Judgment submitted concurrently herewith.

Respectfully Submitted,

DATED: July 30, 2026

POKALA LAW APC

By: /s/ Kalyan Pokala
Kalyan Pokala
J. Patrick Allen
Attorneys for Plaintiff
Laura Russell