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Attorneys for PLAINTIFF J. FELIX ROSAS CORDOVA
individually, and on behalf of the State of California and other aggrieved persons

[Additional Counsel on Following Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

SABRINA N. BATRES, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

WISH AUTOMOTIVE II, INC. DBA INFINITI
OF VAN NUYS, a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No. 23STCV19968 (Lead)
Consolidated for all purposes with
Case No. 23STCV28137

*[Assigned for All Purposes To Hon. Timothy P.
Dillon, Judge; Dept. 15]*

**DECLARATION OF DAVID LAVI IN
SUPPORT OF MOTION FOR ORDER
APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT AND RENDERING
JUDGMENT**

*[Filed concurrently with Notice of Motion and
Motion for Approval of PAGA Settlement;
Declaration of Sabrina N. Batres; Declaration
of J. Felix Rosas Cordova; Declaration of
John G. Yslas; and [Proposed] Order]*

Date : January 26, 2025
Time : 10:00 a.m.
Dept. : 15

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9 Attorneys for PLAINTIFF SABRINA N. BATRES,
individually, and on behalf of the State of California and other aggrieved persons
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1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am the founding partner and principal at E&L, LLP, and Co-Counsel for Plaintiffs in this action. Based on my assignment to this case and familiarity with the file and action in this matter, I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of all the State Courts of California.

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**DECLARATION OF DAVID LAVI IN SUPPORT OF MOTION FOR ORDER APPROVING SETTLEMENT PURSUANT
TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT AND RENDERING JUDGMENT**

1 *Batres v. Wish Automotive II, Inc. dba Infiniti of Van Nuys* (Los Angeles County Superior Court, Case
2 No. 23STCV19968 (Class¹)) and *Sabrina N. Batres v. Wish Automotive II, Inc. dba Infiniti of Van*
3 *Nuys* (Los Angeles County Superior Court, Case No. 23STCV28137 (PAGA)) (together, the “*Batres*
4 *Actions*”), and *J. Felix Rosas Cordova v. Wish Automotive II, Inc. dba Infiniti of Van Nuys* (Los
5 Angeles County Superior Court, Case No. 24STCV18032) (the “*Cordova Action*”), agreed to jointly
6 prosecute their Actions together. The Batres Actions are filed by Wilshire Law Firm, co-counsel in
7 this matter.

8 7. On May 19, 2025, the Parties participated in an all-day mediation before Kevin Barnes,
9 Esq., which resulted in an agreement to settle the Actions.

10 8. On October 15, 2025, with knowledge of defendant’s counsel, Plaintiff submitted an
11 amended PAGA letter to the LWDA informing them of additional defendants named as co-
12 defendants. A copy of the letter was also provided to counsel for Defendants.

13 9. On or about November 24, 2025, the Parties agreed to the amendment of the operative
14 complaint in the Batres Action to effectuate the terms of the PAGA Settlement by filing a First
15 Amended Complaint (“FAC”) in the *Batres* PAGA Action which shall contain the PAGA claims
16 alleged in both the *Batres* PAGA Action and *Cordova* PAGA Action, the claims alleged in Batres’s
17 and Cordova’s PAGA Letter, and the claims alleged in the Amended PAGA Letter (which names as
18 defendants and alleged joint employers Wish Automotive, Inc. dba Nissan of Van Nuys, Wish
19 Automotive II, Inc. dba Infiniti of Van Nuys, and Wish Automotive III, Inc. dba Nissan of Alhambra).

20 10. Once the Court grants Plaintiffs leave, Plaintiffs intend to file a First Amended
21 Complaint as per the agreement stated in Paragraph 9, *supra*. The First Amended Complaint shall be
22 the operative pleading in this Action (the “Operative Complaint”). Defendants deny each and every
23 allegation in the Operative Complaint, deny any violation of the laws alleged, and denies any and all
24 liability for the causes of action asserted. (Settlement, §2.7.)

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28 ¹ The class claims were dismissed with Defendants motion to compel arbitration.

SUMMARY OF THE TERMS OF SETTLEMENT

11. Plaintiff seeks approval of a proposed PAGA Settlement Agreement.

12. The Settlement Agreement defines “PAGA Members” as: means all current and former hourly, non-exempt employees employed by Defendants in the State of California during the PAGA Period. “PAGA Period” means means the period from January 24, 2022 to the date of PAGA approval. Settlement Agreement ¶ 1.21.

13. According to information provided by Defendants’ counsel, there are approximately 539 PAGA Members.

14. Subject to Court approval, Plaintiff and Defendants have agreed to settle the PAGA claims at issue in the Action for a non-reversionary Gross Settlement Amount of \$300,000.00. Settlement Agreement ¶ 3.1.

15. The Gross Settlement Amount is a common fund and therefore, includes all requested costs, fees, and other allocations. Specifically, the Gross Settlement Amount includes: (1) the Plaintiffs Counsel Fees Payment in the amount of \$300,00.00; (2) the Plaintiffs Counsel Litigation Costs Payment in an amount not to exceed \$30,000.00; (3) a Settlement Administrator Payment of up to \$4,550.00; and (4) the Plaintiffs Representative Payment to each Plaintiff in the amount of \$10,000.00. After the foregoing amounts are deduced from the Gross Settlement Amount, the remaining Net Settlement Amount will be paid to the LWDA and Aggrieved Employees. Settlement Agreement ¶ 3.2.4, *et seq.*

16. The Net Settlement Amount is currently estimated to be \$155,842.14 and will be distributed as follows: 75% of the Net Settlement Amount, or \$116,881.61, will be paid to the LWDA, and the remaining 25%, or \$38,960.54, will be paid to the PAGA Members on a *pro rata* basis based upon the number of pay periods worked by each PAGA Member during the PAGA Period. Settlement Agreement ¶ 3.2.4.1.

17. All Individual PAGA Payments will be treated as miscellaneous income for which a 1099 will be issued. Settlement Agreement ¶ 3.2.4.1.

18. No later than ten-days (10) after the Motion for Approval is granted, Defendants will

1 provide the Settlement Administrator the Aggrieved Employee Data. Settlement Agreement ¶ 4.2.

2 19. Within twenty-one (21) days of the Effective Date, Defendants will deposit the Gross
3 Settlement Amount with the Settlement Administrator. Settlement Agreement ¶ 4.3.

4 20. Within ten days (10) of its receipt of the Gross Settlement Amount, the Settlement
5 Administrator will issue payments to PAGA Members, LWDA, Plaintiffs, Plaintiffs Counsel, and
6 itself. Settlement Agreement ¶ 4.4.

7 21. All checks to PAGA Members will be sent by the Settlement Administrator, and shall
8 remain valid and negotiable for 180 days from the date of their issuance. If any checks are not cashed
9 within 180 days of mailing, those funds shall be transmitted to the Controller of the State of California
10 to be held pursuant to California Unclaimed Property Law, California Code of Civil Procedure §
11 1500, et seq. Settlement Agreement ¶ 4.4.3.

12 22. The proposed Settlement Agreement is a non-reversionary, non-claims made
13 settlement. All money from the Net Settlement Amount will be distributed to the LWDA and the
14 PAGA Members.

15 23. In exchange for payment from the Settlement, upon the funding of the Gross
16 Settlement Amount, Plaintiff and the PAGA Members will be deemed to have released and discharged
17 the Released Parties of the Released Claims as defined in the Agreement.

18 24. In addition to the narrow release of PAGA claims, Plaintiff has agreed to a broader
19 general release of any claims she may have against Defendants. Settlement Agreement ¶ 5.1, *et seq.*

20 **THE SETTLEMENT IS FAIR AND REASONABLE**

21 **A. Plaintiff Complied with PAGA's Notice Requirements**

22 25. Before bringing a civil action under PAGA, an employee must comply with the notice
23 requirements set for in Labor Code section 2699.3. Plaintiff complied with these requirements.
24 Specifically, on April 29, 2024, Plaintiff Cordova provided written notice to the LWDA and
25 Defendants of his intent to assert claims under PAGA and the basis for those claims, to which the
26 LWDA did not respond. Accordingly, on July 22, 2024, after more than 65 days had passed, Plaintiff
27 Cordova filed his Complaint in this Action.

1 26. The Settlement Agreement and this motion and supporting papers are being
2 concurrently submitted to the California Labor and Workforce Development Agency, as required by
3 California Labor Code section 2699(1)(2).

4 **B. Discovery and Informed Arms-Length Negotiations**

5 27. The Parties prepared extensive briefing and argument regarding the strengths and
6 weaknesses of Plaintiffs claims and Defendants' defenses and engaged in extensive settlement
7 negotiations during a full day mediation with Kevin Barnes, Esq., a highly-respected mediator with
8 extensive experience involving wage and hour matters including actions under the Private Attorneys
9 General Act. At all times, Plaintiffs were willing and prepared to litigate this matter through trial and
10 possible appeals if the Parties had been unable to reach a favorable resolution. The proposed
11 Settlement was reached at the end of a process that was neither fraudulent nor collusive. To the
12 contrary, counsel for the Parties advanced their respective positions throughout the settlement
13 negotiations.

14 28. Settlement was reached in this matter after informal discovery. Prior to mediation,
15 Defendants' counsel provided approximately 20% random sampling of time and payroll records for
16 the aggrieved employees, as well as information regarding the total number of nonexempt employees,
17 the number of current and former employees, the number of pay periods worked within the relevant
18 time period, and other relevant information. PAGA Counsel thoroughly reviewed this discovery and
19 worked with an outside expert to review this data. Based on this review and analysis, PAGA Counsel
20 was able to prepare an informed assessment and analysis of Defendants' potential exposure. This
21 investigation allowed PAGA Counsel to act intelligently in negotiating the settlement.

22 29. The Parties extensively briefed their respective positions regarding the strengths and
23 weaknesses of Plaintiffs claims and provided their analyses to the mediator for his consideration. The
24 mediator helped the Parties debate the strengths and weakness of their respective positions and reach
25 a compromise despite their disputed evaluations of the case.

26 **C. Estimate of Defendant's Maximum Potential Exposure**

27 30. Based on the informal discovery provided, PAGA Counsel estimated that should all
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claims be adjudicated in favor of Plaintiffs, Defendants faced an estimated maximum liability of \$1,500,000.00 in penalties arising from the alleged Labor Code Violations.

D. Policy Considerations and Prior Settlements

31. PAGA Counsel was also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California's labor laws by financing state activities and educating and deterring non-compliance.

32. After considering this multitude of factors, Plaintiff and PAGA Counsel concluded that it was in the best interest of the State of California and the Aggrieved Employees to enter into the Settlement. The overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA – to promote enforcement of California's labor laws, provide funds to the state, and deter future non-compliance by Defendants.

33. Moreover, the Settlement is well-within the range of settlements of PAGA claims approved by Courts in other cases. *See, e.g.,*

- a. *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$1.5 million class settlement);
- b. *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA on a \$1.5 million class settlement);
- c. *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (\$5,000 in a \$500,000 class settlement);
- d. *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (\$10,000 to the LWDA out of \$1,750,000 class settlement);
- e. *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (PAGA payment of \$7,500 out of \$6.9 million common-fund settlement);
- f. *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties out of \$21,000,000 settlement amount);
- g. *Franco v. Ruiz Foods, Inc.*, 2012 WL 5941801 at *14 (E.D. Cal. 2013) (\$10,000.00

allotted as PAGA penalties out of \$2.5 million settlement); and

h. *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575 at *3 (E.D. Cal. 2012)(\$10,000 allotted as PAGA penalties out of a \$3.7 million settlement).

34. Thus, taking into consideration both the potential value of the PAGA claim, the significant risks associated with continued litigation, and the underlying objective of PAGA, PAGA Counsel submits that the Settlement presented herein is fair, reasonable, and adequate.

PLAINTIFFS' COUNSEL'S FEES

35. PAGA Counsel seeks approval of attorneys' fees in the amount of \$100,000.00, which is thirty-three percent (33%) of the Gross Settlement Amount, and set forth and agreed to as part of the Settlement. This percentage award is commensurate with: (1) the economic risk PAGA Counsel took in commencing this action on a contingency basis knowing that there would likely be a long battle with a premier defense firm; (2) the time, effort and expense dedicated to the case; (3) the skill and determination we have shown; (4) the results we have achieved through the litigation; and (5) the value of the settlement we have secured for the State of California and PAGA Members.

36. E&L, LLP is a law firm mostly devoted to the representation of employees against employers in California involving claims relating to violations of the California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime premiums, failure to pay meal and rest premiums and failure to provide accurate wage records. The practice of employment law is a very specific, narrow field which requires diligence in an ever-revolving field of substantive and procedural law. The significant time and attention spent on this case meant we could not spend time on other cases or clients.

37. As discussed above, PAGA Counsel undertook investigation, analysis, and research prior to filing the lawsuit and during litigation and mediation. This included having phone conferences with Plaintiff, attending hearings with the Court, conducting legal research on unanticipated and remote legal defenses, participating in case strategy and analysis, and drafting, reviewing, and revising pleadings. PAGA Counsel conducted informal discovery, researched defenses raised by Defendants, investigated Defendants' policies, practices, and procedures, reviewed documents, and

1 analyzed a sampling of time and payroll data before attending a full day mediation. PAGA Counsel
2 also spent significant time drafting and revising the Settlement presented to the Court. A settlement
3 was finally achieved despite the obstacles that had to be overcome, because PAGA Counsel used our
4 wage-and-hour litigation experience and skills to obtain the Settlement.

5 38. In addition to the time and effort required, this matter also required substantial skill to
6 successfully litigate. Defendants retained well-respected counsel and vigorously denied liability.
7 Indeed, Defendants and their counsel felt very strongly about Defendants' ability to prevail and
8 mounted several defenses that posed significant threats, challenged the theories of PAGA Counsel,
9 and promised a strong defense moving forward. This settlement, against experienced defense counsel,
10 and despite the existence of several strong defenses, was made possible through PAGA Counsel's
11 skill and reputation in complex employment matters.

12 39. The Settlement represents a fair resolution of this case given the risks inherent in
13 litigating it through trial and possible appeals. As discussed at length above, although PAGA Counsel
14 believes that Plaintiffs would prevail on at trial, a number of risks reduced value of the case. Had the
15 case not settled, Defendants would have vigorously challenged the manageability of the case, disputed
16 Plaintiffs' contentions on the merits, and sought drastic reduction in the amount of any penalties
17 assessed. Preparing the case for trial would have been extraordinarily expensive and risky proposition.
18 In contrast, settlement at this stage guarantees immediate recovery for the State of California and
19 PAGA Members. Indeed, despite the challenges Plaintiff faced moving forward, Defendants agreed
20 to pay a non-reversionary Gross Settlement Amount of \$300,000.00.

21 40. Additionally, this case was litigated on a purely contingent basis. Had PAGA Counsel
22 been unsuccessful, the time devoted to the case would have been for naught, and PAGA Counsel
23 would not recover any fees or any reimbursement of expenses. PAGA Counsel has borne all of the
24 risks and costs of litigation, and will not receive any compensation until recovery is obtained. If the
25 Covid-19 crisis has made one thing clear, it is that economic uncertainty can arise swiftly and for
26 reasons beyond any parties' control. These are the types of risks PAGA Counsel took in deciding to
27 litigate this matter on a contingent basis and this risk is a relevant factor when considering the
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1 reasonableness of the requested fee.

2 41. Plaintiff has agreed to a fee of thirty-three percent (33%). The Settlement Agreement
3 and this motion requesting these fees will also be submitted to the LWDA concurrently with the filing
4 of this motion. PAGA Counsel is aware that the common and acceptable rate for representation in
5 complex wage and hour litigation is normally twenty-five (25) to thirty-five (35) percent. A fee of
6 thirty-three percent (33%) is appropriate here because of the result achieved for the State of California
7 and PAGA Members despite the substantial risks involved, including the risk that Plaintiff could
8 ultimately recover nothing at all.

9 42. While it is proper and common to request a fee award based on a percentage of the
10 common fund, the fee request is also justified under a simple lodestar analysis.

11 43. PAGA Counsel's current billing rate and the actual rate both PAGA Counsel do charge
12 clients on an hourly basis is \$650.00 per hour. While the overwhelming majority of my firm's practice
13 is contingency-based, this is the actual rate we charge billing clients if retained on an hourly basis to
14 handle employment-law related issues.

15 44. Based on PAGA Counsel's familiarity with prevailing market rates for work of similar
16 complexity in California, I can attest that our hourly rates are within the prevailing market rate for
17 work of similar complexity performed by attorneys of similar skill and experience. I have knowledge
18 of the prevailing hourly rates in the community for work of similar nature and complexity to the work
19 in this case.

20 45. Prior to and since the commencement of this action, E&L, LLP has spent a total of 81
21 hours litigating this case, resulting in an approximate lodestar value of \$52,650.00. Attached hereto
22 as "Exhibit 1" is a time and task sheet detailing the estimated hours spent on the different tasks
23 associated with this matter by my firm and my counsel.

24 46. Here, as noted above, this matter was litigated on a contingent basis, meaning that my
25 office bore all the risks should these matters have failed and still bears the risk of taking whatever
26 actions are necessary if Defendants fail to pay. This risk is particularly acute in light of the broad
27 economic uncertainty facing many businesses as a result of the looming economic rescission.

47. This matter also precluded other work that my firm may have taken on. My office committed substantial time and resources to litigating this matter that were unable to be directed to other matters that may have been less risky.

48. Given the nature of the claims involved in this case, and the ever-evolving nature of the law related to PAGA, I believe many attorneys would have been unprepared to litigate these claims and unable to obtain the settlement secured in this Action. My office has devoted itself to pursuing and understanding these types of complex wage and hour cases and were able to successfully litigate this matter despite risks that may have dissuaded other counsel from pursuing this case.

49. I believe that the efforts that both my office and co-counsel have resulted in substantial benefits to both the State and the PAGA Members, and have helped achieve the underlying purpose of PAGA in deterring future violations and recovering penalties that would otherwise have gone unremedied. Through the efforts of Plaintiffs, my office, and co-counsel, a fair and reasonable resolution has been reached that includes a non-reversionary settlement payment by Defendants of \$300,000.00. The \$100,000.00 in fees provided for in the Settlement is therefore reasonable given the result achieved.

PLAINTIFF'S COUNSEL'S COSTS

50. To date, PAGA Counsel has shared the risks and costs of litigation and will not receive any compensation until recovery is obtained by Plaintiff, the State of California and the PAGA Members. E&L LLP has and will incur approximately \$7,725.30 in costs and litigation expenses. This includes current costs and an additional \$150.00 in anticipated future costs necessary to complete this matter. Plaintiff's future costs include (1) the costs and attorney service fees associated with the filing of this declaration and (2) costs associated with filing declarations regarding settlement disbursement after the Settlement is approved. These costs are significantly less than \$30,000 allocated to costs under the Settlement and were necessary for the prosecution of the Action. A true and correct copy of a costs sheet detailing the various costs incurred in this matter to date is attached hereto as "Exhibit 2."

1 **PLAINTIFF'S ENHANCEMENT PAYMENT**

2 51. Here, the requested \$10,000.00 payment to Plaintiff Cordova is justified. This amount
3 is justified because of the extensive time Plaintiff spent and the assistance he has provided to PAGA
4 Counsel. Plaintiff has been intimately involved in the prosecution of this action and served as an
5 indispensable resource. Plaintiff has taken actions throughout the litigation to protect the interests of
6 the State of California and the PAGA Members. Plaintiff provided valuable information regarding
7 allegations, kept himself informed of the developments in this Action, and participated in decisions
8 concerning the case. Plaintiff spent time looking for responsive documents and the information and
9 the documentation provided by Plaintiff was instrumental in establishing the wage and hour violations
10 alleged in this action. Indeed, the recovery provided for in the Settlement Agreement would have
11 been impossible to obtain without Plaintiff Cordova's participation.

12 52. The Plaintiff's Enhancement Payment also recognizes the fact that, as part of the
13 Settlement, Plaintiff Cordova is agreeing to a general release of any and all claims he may have
14 against Defendants. This is far broader than the narrow release of PAGA claims applicable to PAGA
15 Members.

16 53. Additionally, Plaintiff faces actual risks with respect to his future employment by
17 putting himself on public record in an employment lawsuit. As this Court is aware, prospective
18 employers conduct searches on job applicants. One type of search is to learn about applicants'
19 litigation history. These searches are easy to run on the internet and relatively inexpensive.

20 54. As a result of Plaintiffs' actions, the State of California and approximately 539 PAGA
21 Members will recover from the Settlement, receiving penalties for wage violations they may have
22 never known of or been willing to pursue on their own.

23 55. As such, Plaintiffs did more than simply lend their name for the lawsuit, and I believe
24 they deserve the requested Plaintiffs Enhancement Payment of \$10,000.00.

25 **THE NOTICE TO PAGA MEMBERS SHOULD BE APPROVED**

26 56. Although not required by statute, the Parties have prepared a Notice to send to PAGA
27 Members along with their individual shares of the PAGA Payment. The Notice shall be sent to the
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1 PAGA Members in English and Spanish and includes information regarding this Action, the
2 Settlement, the PAGA Member's Individual Pay Periods, the PAGA Member's share of the PAGA
3 Payment, and the scope of the Released Claims. A true and correct copy of this Notice is attached to
4 the Settlement Agreement as Exhibit A.

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6 I declare under penalty of perjury under the laws of the State of California that the foregoing is
7 true and correct. Executed this 25th day of November 2025, at Beverly Hills, California.

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David Lavi

EXHIBIT 1

ATTORNEY TASK AND TIME CHART

J. Felix Rosas Cordova vs. Wish Automotive II, Inc. dba Infinity of Van Nuys, et al.
Los Angeles County Superior Court Case No. 23STCV19968 (*Lead Case*)

TASK	
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Merits of Plaintiff J. Felix Rosas Cordova Claims and the Merits of the Claims of the Aggrieved Employees	5.0 hours
Pre-Lawsuit Investigation of Potential Exposure of Defendants Alvarado with Respect to Civil Penalties	1.5 hours
Pre-Lawsuit Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Break, and Representative PAGA Decisions in California, Including all New Relevant DLSE Materials	2.0 hours
Investigation of Defendants, Defendants' Business Relationships, and the Industry in which Defendants Operate	2.5 hours
Investigation of Defendants' Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity	1.0 hours
Research and Investigation Re: Defendants' Policies, Practices, and Procedures Relating to Timekeeping, Meal/Rest Breaks, Minimum and Overtime Compensation	1.5 hours
Research and Investigation Re: Timekeeping Software, with a Focus on Records Created in the Normal Course of Business Relating to Overtime Work and Off-the-Clock Work	1.0 hours
Research and Analysis of Potential Defenses Defendants May Raise, Including De Minimis Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	1.5 hours
Research and Investigation Re: Post-Duran vs. U.S. Bank Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	1.0 hours
Research and Investigation Re Plaintiff Cordova's (possible valid) Arbitration Agreement and Analysis of Enforceability in Consideration of Bringing Class Action v. PAGA Action	1.5 hours
Research and Investigation Re: concurrent filed action by The Wilshire Law Firm and written and telephonic correspondence with Plaintiff Batres counsel	3.5 hours
Meet and Communicate with Plaintiff Throughout the Pendency of the Case	8.0 hours
Pleadings and Court Filings	
Research and Draft Plaintiff's Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, et seq. and Legal Research and Analysis of All Claims Involved	2.5 hours
Review Notice of Case Assignment	0.2 hours
Prepare Case Management Conference Statement	0.3 hours

Review Minute Order of December 13, 2024	0.1 hours
Review Minute Order of December 26, 2024	0.1 hours
Review Minute Order of February 21, 2025	0.1 hours
Review Minute Order of May 29, 2025	0.1 hours
Review Defendants' Answer	0.2 hours
Appearances	
Prepare for and Attend Case Management Conference	1.0 hours
Prepare for and Attend Hearing on Plaintiffs' Motion for Order Approving Settlement (estimated time)	1.0 hours
Discovery	
Review and Analyze Plaintiff's Payroll History and Paystubs	0.8 hours
Review and Analyze Plaintiff's Personnel File Documents	0.3 hours
Letters and Correspondence	
Draft PAGA Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff J. Felix Rosad Cordova for Penalties Under California Labor Code section 2698, et seq.	2.0 hours
Meet with Defendant's Counsel, Draft Correspondence to, and Review and Respond to Correspondence from, Defendant's Counsel (including co-counsel communication)	5.5 hours
Draft Correspondence to and Review and Respond to Correspondence from Third-Party Expert Regarding Analysis of PAGA Class Member Time and Payroll Data	2.0 hours
Mediation/Settlement	
Review and Analyze Mediation Data and Documents Produced by Defendants for Mediation, including	9 hours
Researching Settlement-Related Issues and Merits of Claims, Assist in Drafting and Revising Mediation Brief, and Performing Damages Analysis/Calculations	7 hours
Prepare for and Attend Mediation Session, and Discussion with Co-Counsel and Plaintiff	9 hours
Assist in Draft and Revise Memorandum of Understanding	1.8 hours
Draft, Review, Revise, Negotiate, and Finalize Joint Stipulation of PAGA Settlement and Release of Claims and accompanying PAGA Notice	2.5 hours

Law and Motion	
Draft Class Counsel's Declaration in Support of Plaintiffs Motion for Order Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment	3.5 hours
Review and drafting of Motion for PAGA Settlement	1.0 hours
Draft Declaration of Plaintiff J. Felix Rosas Cordova in Support of Plaintiffs Motion for Order Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment	1.0 hours
Total	81 hours

EXHIBIT 2

E&LLP - EXPENSE REPORT

J. Felix Rosas Cordova vs. Wish Automotive II, Inc. dba Infinity of Van Nuys, et al.
Los Angeles County Superior Court Case No. 23STCV19968 (*Lead Case*)

Date	Memo	Debit
4/29/2024	LWDA PAGA Filing Fee	\$75.00
7/26/2024	Filing of PAGA Complaint (24STCV18032)	\$482.20
8/2/2024	Service of Process on Defendant, Wish Automotive II	\$131.15
8/6/2024	Filing	\$14.65
11/8/2024	Mediator's Fee (1/3)	\$5,000.00
12/2/2024	Filing	\$16.20
12/2/2024	Filing	\$16.20
12/2/2024	Filing	\$16.20
5/27/2025	Filing	\$16.20
5/29/2025	Expert Fee	\$1,957.50
	Anticipated Approximate Future Costs	\$150.00
	Total	\$7,875.30