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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
19 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

20 SABRINA N. BATRES, individually, and on  
21 behalf of all others similarly situated,  
22  
23 *Plaintiff,*  
24  
25 v.  
26  
27 WISH AUTOMOTIVE II, INC. DBA INFINITI  
28 OF VAN NUYS, a California corporation; and  
DOES 1 through 10, inclusive,  
*Defendants.*

**FILED**  
Superior Court of California  
County of Los Angeles  
**01/26/2026**

David W. Slayton, Executive Officer / Clerk of Court  
By: E. Martinez Deputy

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

*Assigned for all purposes to:*  
*Hon. Timothy P. Dillon*  
*Dept. 15*

**~~PROPOSED~~ ORDER GRANTING  
APPROVAL OF PAGA SETTLEMENT  
AND JUDGMENT**

Date: January 26, 2026  
Time: 10:00 a.m.

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11 Attorneys for Plaintiff J. Felix Rosas Cordova  
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1 The Court, having considered the Plaintiffs' Motion for Approval of PAGA Settlement  
2 pursuant to California's Private Attorneys General Act, California Labor Code § 2698 *et seq.*  
3 ("PAGA"), as well as the PAGA Settlement Agreement ("Settlement" or "Settlement  
4 Agreement"), a copy of which is attached to the Declaration of John G. Yslas in Support of Motion  
5 for Approval of PAGA Settlement as **Exhibit 1**, the papers filed in support of the motion, and the  
6 arguments of counsel, has determined that the Settlement provides genuine and meaningful relief  
7 under PAGA and is fair, adequate, and reasonable.

8 Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

9 1. The Court has jurisdiction over the subject matter of this PAGA Action and over  
10 all Parties to the Action.

11 2. This Order incorporates the Settlement Agreement agreed to between plaintiffs  
12 Sabrina N. Batres and J. Felix Rosas Cordova (collectively, "Plaintiffs"), on behalf of themselves,  
13 the State of California, and Aggrieved Employees, on the one hand, and defendants Wish  
14 Automotive, Inc. dba Nissan of Van Nuys, Wish Automotive II, Inc. dba Infiniti of Van Nuys, and  
15 Wish Automotive III, Inc. dba Nissan of Alhambra (collectively, "Defendants") (collectively,  
16 Defendants with Plaintiffs, the "Parties"), on its own behalf and on behalf of the Released Parties,  
17 on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have  
18 the same meaning as defined in the Settlement Agreement.

19 3. Aggrieved Employees includes all current and former hourly, non-exempt  
20 employees employed by Defendants in the State of California during the PAGA Period from  
21 January 24, 2022 to the date of PAGA approval.

22 4. The Court hereby finds that Plaintiffs notified the Labor and Workforce  
23 Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of  
24 California Labor Code § 2699(s). The Court has received no objection from the LWDA regarding  
25 the Settlement.

26 5. The Court finds that the Settlement has been reached as a result of serious and non-  
27 collusive, arm's-length negotiations. The Court has considered the nature of the claims, the  
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1 procedural history of this case, the amounts paid in settlement, and the allocation of settlement  
2 proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement  
3 involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine  
4 and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate,  
5 and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined  
6 in the Settlement Agreement.

7 6. Defendants will not be required to pay any additional amounts in connection with  
8 the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement  
9 Agreement and this Order, which shall not exceed \$300,000.00.

10 7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire Law  
11 Firm, PLC and E&L, LLP, in the total amount of \$100,000.00. The Court also awards a PAGA  
12 Counsel Litigation Expenses Payment in the total amount of \$19,607.86 (\$11,732.56 in costs to  
13 Wilshire Law Firm, PLC and \$7,875.30 in costs to E&L, LLP) (requested up to \$30,000.00). The  
14 PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment are to be paid  
15 from the Gross Settlement Amount.

16 8. The Court awards PAGA Representatives Service Payments to Plaintiffs for their  
17 services in the amount of <sup>\$7,500</sup>~~\$10,000.00~~ to each Plaintiff (<sup>\$15,000</sup>~~\$20,000.00~~ total) to be paid from the Gross  
18 Settlement Amount. Plaintiffs submitted declarations detailing the ways in which they assisted  
19 PAGA Counsel in the litigation of the PAGA Action, and the award is appropriate in light of the  
20 stated purpose of PAGA.

21 9. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator.  
22 The Court concludes that the Administration Expenses Payment in the amount of \$4,550.00 is  
23 reasonable and necessary to administer the Settlement and shall be paid from the Gross Settlement  
24 Amount.

25 10. The Net Settlement Amount of \$155,842.14 shall be allocated as follows: 75% of  
26 the PAGA Settlement Amount, or \$116,881.61, will be paid to the LWDA, and the remaining  
27 25%, or \$38,960.54, will be paid to all Aggrieved Employees pursuant to the calculation set forth  
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1 in the Settlement Agreement for calculating Individual PAGA Payments.

2 11. The Court directs that the Administrator send the Notice, attached as **Exhibit A** to  
3 the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments to  
4 be disseminated pursuant to the Settlement.

5 12. Upon the Effective Date, the terms of the Settlement Agreement, and this Order  
6 and Judgment, shall be binding on the Parties. Plaintiffs, the State of California, and the Aggrieved  
7 Employees shall be bound by the releases set forth in the Settlement Agreement. Specifically:

- 8 a. Effective on the date when Defendants fully fund the entire Gross Settlement  
9 Amount, Plaintiffs will be deemed to have provided a general release against all  
10 Released Parties.
- 11 b. Effective on the date when Defendants fully fund the entire Gross Settlement  
12 Amount, on behalf of the Aggrieved Employees and PAGA Counsel, the State of  
13 California, all Aggrieved Employees (including Plaintiffs) will be deemed to  
14 release all claims for PAGA civil penalties that are alleged or reasonably could have  
15 been alleged based on the facts alleged in the Operative Complaint and in the  
16 Amended PAGA Letter. The Released PAGA Claims are those that accrued during  
17 the PAGA Period, including but not limited to (and for illustrative purposes only),  
18 claims for PAGA civil penalties for: (1) failure to pay for all hours worked,  
19 including minimum, straight time, and overtime wages; (2) failure to provide meal  
20 periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned  
21 wages twice per month; (5) failure to maintain accurate records of hours worked  
22 and meal periods; (6) failure to timely pay all wages at termination; (7) failure to  
23 furnish accurate itemized wage statements; (8) failure to indemnify for necessary  
24 expenditures; (9) failure to produce requested employment records; (10) failure to  
25 keep accurate and complete payroll records; (11) failure to provide proper sick  
26 leave and supplemental paid sick leave; (12) refusal to pay wages due and payable  
27 and/or denial of the validity of any claim to wages due; (13) secretly paying wages  
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1 lower than required by statute while purporting to pay legal wages; (14) failure to  
2 pay vested vacation and/or paid time off; (15) failure to provide suitable seating;  
3 (16) for unlawful agreements; (17) for failure to timely provide temporary workers  
4 with wages; (18) for preventing employees from using or disclosing the skills,  
5 knowledge and experience they obtained at Employers, and whistleblower  
6 violations; (19) for unlawful inquiries into criminal histories; and (20) for  
7 workplace health and safety violations.

8 13. Without affecting the finality of this order and entry of judgment, the Court retains  
9 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,  
10 implementing, and enforcing this Order, the Settlement and the Judgment pursuant to California  
11 Code of Civil Procedure section 664.6.

12 14. Nothing in this Order or the Settlement shall be construed as an admission or  
13 concession by any party. The Settlement and this resulting Order and entry of judgement simply  
14 represent a compromise of disputed allegations.

15 15. Upon completion of the Settlement, the Administrator will provide written  
16 certification of the completion to the Court and counsel for the Parties which shall be filed with  
17 the Court on or before October 28, 2026 (~~suggested 16 days prior to compliance~~  
18 ~~hearing~~). The Court sets a final accounting hearing to assess compliance with this Order and the  
19 Settlement Agreement for October 30, 2026 (proposed October 11, 2026) at 4:00  
20 ~~a.m./p.m.~~ - as a Non-Appearance Case Review.

21 16. The entire Action will be dismissed, with prejudice, at the final accounting hearing  
22 and upon the terms set forth in the Settlement Agreement, assuming full compliance with this  
23 Order and the Settlement Agreement by that date.

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17. Plaintiffs are directed to submit a copy of this Order to the LWDA within ten (10) calendar days after the entry of this Order.

**IT IS SO ORDERED.**

Dated: 01/26/2026



A handwritten signature in black ink, appearing to read "T. Dillon".

Honorable Timothy P. Dillon  
Judge of the Superior Court  
Timothy Patrick Dillon / Judge