

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff Sabrina N. Batres

[Additional Counsel on next 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
Dept. 15

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

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

David Lavi, Esq. (State Bar No. 277604)
Email: dlavi@ebralavi.com
Arie Ebrahimian, Esq. (State Bar No. 274961)
Email: arie@ebralavi.com
E&L, LLP
8889 W. Olympic Blvd., 2nd Floor
Beverly Hills, California 90211
Telephone: (213) 213-0000
Facsimile: (213) 213-0025

Attorneys for Plaintiff J. Felix Rosas Cordova

1 I, John G. Yslas, hereby declare as follows:

2 1. I am an attorney at law licensed to practice before all of the courts of the State of
3 California. I am a Senior Partner at Wilshire Law Firm, PLC (“WLF”), counsel of record for
4 Plaintiff Sabrina N. Batres (“Plaintiff Batres”). E&L, LLP (“E&L”) is counsel of record for
5 Plaintiff J. Felix Rosas Cordova (“Plaintiff Cordova”) (collectively with Plaintiff Batres,
6 “Plaintiffs”). I have personal knowledge of the facts set forth in this declaration and could and
7 would competently testify to them under oath if called as a witness.

8 2. I submit this declaration in support of Plaintiffs’ Motion for Approval of PAGA
9 Settlement.

10 **Relevant Facts and Procedural History**

11 3. On August 21, 2023, Plaintiff Batres filed a class action complaint in the Los
12 Angeles County Superior Court (Case No. 23STCV19968). On September 11, 2023, Plaintiff
13 Batres gave timely written notice to Defendants and the LWDA (LWDA-CM-980932-33). On
14 November 15, 2023, Plaintiff Batres filed a PAGA representative action complaint alleging causes
15 of action against defendant Wish Automotive II, Inc. dba Infiniti of Van Nuys for civil penalties
16 under PAGA (Case No. 23STCV28137). On January 16, 2024, the Court on its own motion ordered
17 that the class and PAGA action be consolidated for all purposes, with the class action (Case No.
18 23STCV19968) being designated as the lead case.

19 4. On April 29, 2024, Plaintiff Cordova gave timely written notice to Defendants and
20 the LWDA (LWDA-CM-1025299-24). On July 22, 2024, Plaintiff Cordova filed a PAGA
21 representative action alleging causes of action against defendant Wish Automotive II, Inc. dba
22 Infiniti of Van Nuys for civil penalties under PAGA.

23 5. Thereafter, the Parties met and conferred and agreed to mediate the PAGA Action
24 with Kevin Barnes, Esq., a well-respected and experienced mediator in wage and hour class and
25 representative actions. In advance of mediation, PAGA Counsel conducted a thorough
26 investigation into the facts of, and applicable law to, the PAGA Action. Prior to mediation,
27 Plaintiffs obtained through informal discovery, including a representative sampling of time and
28

1 payroll data for Aggrieved Employees and the necessary policy documents to properly evaluate
2 the strengths and weaknesses of the claims and engage in meaningful settlement discussions.

3 6. On May 19, 2025, the Parties engaged in an all-day mediation session before Mr.
4 Barnes. With the help of Mr. Barnes, the Parties were ultimately able to reach an agreement
5 resolving all PAGA claims. The settlement was negotiated in light of all known facts and
6 circumstances and the uncertainty associated with litigation – including the risk of Plaintiffs not
7 being able to maintain representative claims, the difficulty of proving Plaintiffs’ claims in a
8 manageable trial, the merits of Defendants’ potential defenses, and the significant delay and
9 potential appellate issues inherent to litigation – and was reached after extensive arm’s length
10 negotiations, with the assistance of Mr. Barnes.

11 7. Plaintiffs intend to consolidate their actions, filing a First Amended PAGA
12 Representative Action Complaint in the Los Angeles County Superior Court, Case No.
13 23STCV19968 against Defendants prior to the scheduled hearing on this PAGA Approval Motion.

14 **PAGA Settlement**

15 8. The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
16 Amount (“GSA”) payment in the amount of \$300,000.00 to resolve the PAGA Action. Settlement
17 Agreement, ¶ 3.1. The Gross Settlement Amount will be used to pay Individual PAGA Payments,
18 the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, the PAGA
19 Representative Service Payments and the Administrator’s Expenses. *Id.* at ¶ 3.2, *et seq.* After
20 PAGA Representative Service Payments, PAGA Counsel Fees Payment, PAGA Counsel
21 Litigation Expenses Payment, and the Administration Expenses Payment are all deducted from the
22 GSA, the amount remaining is the Net Settlement Amount “NSA,” which is estimated to be
23 \$155,842.14. Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA Settlement
24 Agreement.

25 9. This PAGA Settlement amount compares favorably to the estimated amount of
26 PAGA penalties. Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties
27 was potentially \$1.5 million for 539 employees based on 15,000 pay periods. The valuation of \$1.5
28 million is the civil penalty amount calculated at the maximum statutory rate and without stacking,

1 which is not usually permitted. If stacking is permitted, then the valuation increases with each
2 additional penalty added to each pay period. Plaintiffs, however, are not aware of any PAGA award
3 that permitted stacking and, in the cases cited herein, only one penalty per pay period was assessed.

4 10. In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove
5 each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, No.
6 BCV-23-102915, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. Jan. 31, 2011) (“Given the
7 statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the
8 plaintiff has not proven suffered a violation of the Labor Code by the defendant.”). Here, Plaintiffs
9 would need to prove that each Aggrieved Employee suffered a violation for each period the
10 employee worked in relation to (1) failure to pay for all hours worked, including minimum, straight
11 time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit
12 rest breaks; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate
13 records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7)
14 failure to furnish accurate itemized wage statements; (8) failure to indemnify for necessary
15 expenditures; (9) failure to produce requested employment records; (10) recordkeeping
16 requirement violations; (11) violation of wage theft protection act of 2011; (12) violations of
17 California labor code §§ 245-248.5; (13) failure to provide supplemental paid sick leave (14)
18 refusal to make payment; (15) seating violations; (16) statutory wage violations; (17) failure to pay
19 vested vacation/paid time off; (18) failure to timely provide temporary workers with owed wages;
20 (19) unlawful agreements; (20) unlawful criminal history inquiries; (21) unlawful PAGA waiver;
21 (22) preventing employees from using or disclosing skills, knowledge, and experience; (23)
22 whistleblower violations; (24) workplace health and safety violations; and (25) unfair business
23 practices (Cal. Lab. Code §§ 17200, *et seq.*).

24 11. Defendants maintain that Plaintiffs and the Aggrieved Employees were properly
25 compensated, and that they did not violate the Labor Code as to any of them. Accordingly,
26 Defendants dispute and deny Plaintiffs’ allegations and claims asserted in the operative complaint
27 which are resolved by the Settlement Agreement. Defendants asserted additional defenses to the
28 PAGA claim, not only as to liability but also as to the amount of the penalties. Defendants could

1 argue that no penalties prior to the PAGA notification should be awarded because the violations
2 were not intentional, and at least one Court has so ruled. These defenses present a risk to the
3 PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded.

4 12. While Plaintiffs are confident in the merits of the case, a legitimate controversy
5 exists as to each cause of action for penalties, the factual allegations, the evidentiary basis, and the
6 underlying claims. Plaintiffs also took into account the fact that continued litigation would be
7 expensive, involving a trial and possible appeals, and would substantially delay and potentially
8 reduce any recovery to the state and the Aggrieved Employees. Assuming Plaintiffs could prove
9 at least one violation per pay period and the Court awarded \$100.00 in PAGA penalties for each
10 of the 15,000 pay periods during the PAGA Period, the total penalties would be approximately
11 \$1.5 million. As such, the Gross Settlement Amount of \$300,000.00 is approximately 20% of the
12 maximum realistic liability in this case.

13 13. Thus, when the risks of litigation, the burdens of proof necessary to establish
14 liability, and the probability of appeal of a favorable judgment are considered, it is clear that the
15 settlement amount of \$300,000.00 is reasonable and in the best interest of the state and the public.
16 Plaintiffs objectively and knowledgably balanced the strengths and weaknesses of their claims
17 against the risk of continued litigation and were able to determine a realistic range of settlement
18 recovery for PAGA penalties. The Settlement therefore accomplishes PAGA's objectives by
19 imposing sufficient civil penalties "to punish and deter" Defendants from future alleged Labor
20 Code violations, while also ensuring that the penalties are not "unjust, arbitrary and oppressive, or
21 confiscatory." Lab. Code § 2699(e)(2); *Iskanian*, 59 Cal. 4th at 384.

22 Attorneys' Fees and Costs

23 14. Plaintiffs are represented by WLF and E&L. The attorneys at WLF performed
24 significant work and expended litigation costs in prosecuting this matter with no guarantee of
25 payment.

26 15. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
27 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
28 employees. WLF is actively and continuously practicing in employment litigation, representing

employees in both individual and class actions in both state and federal courts throughout California.

16. WLF is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in individual, class action, and representative action cases. WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

17. I graduated from the University of California, Santa Barbara with High Honors in 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law School in 1996.

18. Upon graduating from law school in 1996, I worked for a boutique law firm practicing general litigation which included employment law matters. Since 2000 (that is, the last 25 years) my practice has been exclusively focused on labor and employment matters including handling wage and hour class, collective and representative actions (including the California Private Attorneys General Act, or “PAGA”), including in the international law firms of Morgan, Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright LLP (where I was a partner) and Seyfarth Shaw LLP (where I was a partner and member of the Wage and Hour Practice Group). During my time at these law firms, I was the primary attorney or took a major leading role in defending employers on numerous wage and hour class, collective and representative actions.

19. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and hour class and representative actions litigating such matters on behalf of plaintiff employees in numerous Superior Courts and District Courts. From matters representing both plaintiffs and defendants, I have successfully mediated the resolution of many wage and hour class, collective, and representative actions. Just since starting to settle cases in late April 2023 I have already successfully mediated matters in which I have been counsel or co-counsel resulting in **more than \$190 million** in settlements and verdicts which are in the process of being finalized, and with

1 numerous upcoming mediations scheduled. In those and numerous other matters, I have managed
2 and assisted with the litigation and settlement of many wage and hour PAGA and class actions. In
3 those actions, I performed similar tasks as those performed in the course of prosecuting this action.
4 Indeed, I recently tried and prevailed in achieving a jury verdict in a wage and hour class action in
5 the matter of *Aguilar-Flores v. Javier's – CC LLC*, Los Angeles County Superior Court, Case No.
6 19STCV36438.

7 20. I have received numerous awards for my legal work. For example, from 2015 to
8 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters).
9 I have also served on numerous prominent boards and in other leadership positions, including
10 serving as Southern California Regional President for the Hispanic National Bar Association and
11 on the board of directors of the Mexican American Bar Foundation. I also previously served on the
12 5-member Los Angeles Civil Service Commission, which generally oversees the personnel
13 decisions for the City of Los Angeles.

14 21. I have also published numerous blogs on labor and employment issues including on
15 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
16 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really
17 Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with
18 Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a
19 presenter involving the “Employment Law Update” at a National Employment Law Council
20 conference. I currently bill at an hourly rate of \$1,500.00.

21 22. Jeffrey C. Bils is an eleventh-year Senior Attorney at WLF. He graduated from the
22 University of Wisconsin–Madison with a Bachelor of Arts in Journalism and German, and received
23 his Juris Doctor from the University of California, Los Angeles School of Law in 2014. During law
24 school, he was a Senior Editor on the UCLA Law Review and an Articles Editor on the
25 Entertainment Law Review. Mr. Bils served as a Judicial Extern for the Hon. Consuelo Bland
26 Marshall in United States District Court for the Central District of California, and also for the Hon.
27 Sandra R. Klein of United States Bankruptcy Court for the Central District of California. Mr. Bils
28 graduated ranked No. 7 in his graduating class from UCLA School of Law. He was admitted to

1 practice law in the State of California in 2014. Since graduating from law school, he has focused
2 his legal work primarily on employment matters, including wage-and-hour class action and PAGA
3 representative action litigation, and he has helped obtain dozens of settlements on behalf California
4 workers, as well as on behalf of California employers during his years on the defense bar. Mr. Bills
5 is a member of the Beverly Hills Bar Association (BHBA), where he is a past member of the Board
6 of Governors and a past Chair of the Labor & Employment Law Section Executive Committee. He
7 is also a member of the California Employment Lawyers Association (CELA) and the Consumer
8 Attorneys Association of Los Angeles (CAALA). Mr. Bills currently bills at an hourly rate of
9 \$850.00.

10 23. Aram Boyadjian is a fifth-year Associate Attorney at WLF. He was admitted to
11 practice law in the State of California in 2021. Aram graduated from the University of California,
12 Los Angeles, with a Bachelor of Arts in Political Science. He received his Juris Doctor from Loyola
13 Law School. During law school, he was a member of the student editorial board for the
14 International and Comparative Law Review. Since January 2021, his practice has mainly been
15 focused on wage and hour class action litigation. Mr. Boyadjian currently bills at an hourly rate of
16 \$600.00.

17 24. Lisa B. Iturriaga is a Settlement Attorney at Wilshire Law Firm, PLC. She was
18 admitted to practice law in the State of California in 2021. Ms. Iturriaga graduated from University
19 of South Florida with a Bachelor of Science in Finance and a Bachelor of Arts in Marketing. She
20 received her Juris Doctor from Chapman University Dale E. Fowler School of Law. Since
21 graduating, her practice has been in insurance defense (previously) and employment law
22 (currently). Since 2023, she has exclusively worked on Plaintiff-side wage and hour cases. Ms.
23 Iturriaga is also a member of the California Employment Lawyers Association (CELA). Ms.
24 Iturriaga currently bills at an hourly rate of \$550.00.

25 25. Andrew Sandoval is a third-year Associate Attorney at WLF. He was admitted to
26 practice law in the State of California in 2022. Andrew graduated from Azusa Pacific University
27 with a Bachelor of Arts in Economics. He received his Juris Doctor from Loyola Law School.
28 During law school, he was a Vice-President of La Raza de Loyola. Since graduating, his practice

has mainly been focused on wage and hour class action litigation. Mr. Sandoval currently bills at an hourly rate of \$500.00.

26. WLF's fee requests have been approved by other courts in California. *See, e.g., Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County Superior Court Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles Superior Court, Case No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325; *Haser v. Universal Chain of California, Inc.*, Sacramento County Superior Court, No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al*, Riverside County Superior Court, No. CVRI2306013; *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, No. STK-CV-UOE-2022-11056; *Garcia v. Compassionate Heart*, Orange County Superior Court, No. No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus Valley Management Services, Inc.*, Riverside County Superior Court, No. CVRI2301768; *Torres v. HomeShield Pest Control Inc.*, Placer County Superior Court, No. S-CV-0049525; *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, No. 23CV415661; *Simpson v. Arcos*, Riverside Superior Court, No. CVRI2303337; *Payne v. Planned Parenthood: Shasta-Diablo, Inc.*, San Francisco County Superior Court, No. CGC-23-607359; *Turner v. Northrop*, Central District of California, No. 2:23-cv-03756 PA (PDx). The total hours expended on this action are reasonable and in line with comparable cases.

27. WLF and E&L have performed significant work and incurred litigation costs in prosecuting this matter with no guarantee of any payment. WLF's current lodestar reflects 209.2 hours of work resulting in \$164,010.00 in fees. As represented by E&L, E&L's current lodestar

reflects 81 hours of work resulting in \$52,650.00 in fees, which results in a combined total of **290.2** hours of work resulting in **\$216,660.00** in fees between WLF and E&L. WLF dedicated significant resources to this case by dividing the tasks required according to skill level. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This amount does not include the time Class Counsel will spend at the final approval hearing and assisting the Settlement Administrator following final approval. The chart below shows the calculation of hours spent by each of WLF's attorneys on this case:

Attorney	Hours	Hourly Rate	Total
Lisa B. Iturriaga	12	\$550.00	\$6,600.00
Andrew Sandoval	26.5	\$500.00	\$13,250.00
John G. Yslas	28.6	\$1,500.00	\$42,900.00
Jeffrey C. Bils	64	\$850.00	\$54,400.00
Aram Boyadjian	78.1	\$600.00	\$46,860.00
TOTAL	209.2		\$164,010.00

28. PAGA Counsel seeks approval of attorneys' fees from the PAGA settlement in the amount of \$100,000.00 (one-third (1/3) of the GSA), resulting in a negative multiplier. PAGA Counsel have singularly assumed the risk and costs of litigation purely on a contingency basis. And, while Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action posing an actual risk that Plaintiffs may not succeed at trial. Any of these obstacles could have prevented recovery completely, meaning PAGA Counsel would have been left with no compensation for all the time and money invested in litigating this case. Despite these risks, PAGA Counsel took this case on a contingency basis so that Aggrieved Employees (a particularly vulnerable group of hourly paid workers) could be compensated for their unpaid wages. Consequently, PAGA Counsel were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

1 29. The Court should also consider that PAGA Counsel's efforts have resulted in
2 substantial benefits to the State of California and the Aggrieved Employees, in the form of a
3 significant, non-reversionary settlement fund established to compensate the State and the
4 Aggrieved Employees and to punish Defendants for the alleged PAGA violations. Without the
5 efforts of PAGA Counsel, the claims alleged in the complaint would likely have gone without
6 remedy.

7 30. In litigation costs, WLF has spent \$11,732.56¹ and E&L has spent \$7,875.30 on
8 items such as filing fees, service fees, court fees, mediation fees, and expert fees. WLF and E&L's
9 combined litigation costs total \$19,607.86. All of the costs incurred were reasonable and necessary
10 for the prosecution of this case. Since PAGA Counsel's costs does not exceed the \$30,000.00 cap
11 set forth in the Settlement Agreement, PAGA Counsel is only seeking reimbursement of
12 \$19,607.86. As such, \$10,392.14 will revert to the Net Settlement Amount. True and correct copies
13 of WLF's cost reports in this matter are attached hereto as **Exhibit 2**.

14 31. PAGA Counsel have negotiated a settlement here that they believe is fair,
15 reasonable, and adequate based on their prior experience litigating these types of cases.

16 32. Pursuant to California Labor Code Section 2699(1), Plaintiffs provided a copy of
17 the Settlement Agreement to the LWDA on November 25, 2025. Attached hereto as **Exhibit 3** is a
18 true and correct copy of the confirmation of the submission. To date, the LWDA has not responded
19 to or objected to the Settlement in this matter. Plaintiffs will submit a copy of the Court's judgment
20 and order approving the Settlement Agreement to the LWDA within ten (10) days after entry of
21 judgment or order.

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28 ¹ WLF's litigation costs include the estimated future cost of \$83.70 for filing this Motion for Approval of PAGA Settlement.

33. WLF and E&L have a fee splitting agreement. The fees shall be split as follows: 83% to WLF and 17% to E&L. Pursuant to California Rules of Professional Conduct, rule 1.5.1, Plaintiffs were made aware of the fee splitting agreement in advance and gave written consent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 25, 2025 at Los Angeles, California.


John G. Yslas

Exhibit 1

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com

WILSHIRE LAW FIRM, PLC

660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs Sabrina N. Batres

[Additional Counsel on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiffs,

v.

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

Defendants.

SABRINA N. BATRES, individually, and on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

v.

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

Defendants.

Case No. 23STCV19968
Consolidated with Case No. 23STCV28137

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

PAGA SETTLEMENT AGREEMENT

Todd B. Scherwin (SBN 239848)
E-Mail: tscherwin@fisherphillips.com

Harrison Thorne (SBN 313295)
E-Mail: hthorne@fisherphillips.com

Teri A. Gibbs (SBN 326082)
E-Mail: tgibbs@fisherphillips.com

FISHER & PHILLIPS LLP
21600 Oxnard Street, Suite 650
Woodland Hills, California 91367
Telephone: (818) 230-4250
Facsimile: (818) 230-4251

Attorneys for Defendants
WISH AUTOMOTIVE, INC. dba NISSAN OF VAN
NUYS; WISH AUTOMOTIVE II, INC. dba INFINITI OF
VAN NUYS; WISH AUTOMOTIVE III, INC. dba
NISSAN OF ALHAMBRA

David Lavi, Esq. (State Bar No. 277604)
Email: dlavi@ebralavi.com
Arie Ebrahimian, Esq. (State Bar No. 274961)
Email: arie@ebralavi.com
E&L, LLP
8889 W. Olympic Blvd., 2nd Floor
Beverly Hills, California 90211
Telephone: (213) 213-0000
Facsimile: (213) 213-0025

Attorneys for Plaintiff J. Felix Rosas Cordova

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Sabrina N. Batres and J. Felix Rosas Cordova (“Plaintiffs”) and Defendants Wish Automotive, Inc. dba Nissan of Van Nuys; Wish Automotive II, Inc. dba Infiniti of Van Nuys; and Wish Automotive III, Inc. dba Nissan of Alhambra (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendants captioned *Sabrina N. Batres, et al. v. Wish Automotive II, Inc. dba Infiniti of Van Nuys, et al.* initiated on November 15, 2023 and pending in the Supreme Court of the State of California, County of Los Angeles.

1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4 “Aggrieved Employee” means all current and former hourly, non-exempt employees employed by Defendants in the State of California during the PAGA Period.

1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employees’ name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employees’ mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.8 “Court” means the Superior Court of California, County of Los Angeles.

1.9 “Defendants” means Defendants Wish Automotive, Inc. dba Nissan of Van Nuys; Wish Automotive II, Inc. dba Infiniti of Van Nuys; and Wish Automotive III, Inc. dba Nissan of Alhambra.

1.10 “Defense Counsel” means Todd B. Scherwin and Harrison Thorne of Fisher & Phillips LLP.

1.11 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.12 “Gross Settlement Amount” means (\$300,000.00), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 7 below.

1.13 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.14 “Judgment” means the judgment entered by the Court based upon the Approval.

1.15 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i) (2016).

1.16 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i) (2016).

1.17 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs’ Enhancement Awards, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18 “PAGA Counsel” means John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, and Andrew Sandoval of Wilshire Law Firm, PLC; and David Lavi and Arie Ebrahimian of E&L, LLP.

1.19 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.20 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.21 “PAGA Period” means the period from January 24, 2022 to the date of PAGA approval.

1.22 “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*).

1.23 “PAGA Notice” means Plaintiff Sabrina Batres’ September 11, 2023 (as amended on October 15, 2025 to include Plaintiff J. Felix Rosas Cordova’s PAGA claims) letter to the LWDA and Defendants providing notice pursuant to Labor Code section 2699.3, subd. (a) (2016).

1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount after deducting Plaintiffs’ Enhancement Award, PAGA Counsel Fees and Costs Payment, and Administration Expenses Payment, which will be allocated 25% to the Aggrieved Employees and 75% to the LWDA, in settlement of PAGA claims.

1.25 “Plaintiffs” mean Sabrina Batres and J. Felix Rosas Cordova, who shall be the named plaintiffs in the Action.

1.26 “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.

1.27 “PAGA Settlement Notice” means the Court Approved PAGA Notice of Settlement, to be mailed to Aggrieved Employees in English (with a Spanish Translation) in the form, without material variation, attached as Exhibit A and incorporated by reference into this agreement.

1.28 “Released Parties” means Defendants and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

1.29 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On August 21, 2023, Plaintiff Sabrina N. Batres filed a putative wage-and-hour class action Complaint alleging eight causes of action under the California Labor Code and a claim for Unfair Business Practices against Defendant Wish Automotive II, Inc. dba Infiniti of Van Nuys (Case No. 23STCV19968).

2.2 On September 11, 2023, Plaintiff Sabrina N. Batres submitted a PAGA notice by online filing pursuant to California Labor Code § 2699.3 (2016) to the LWDA and by certified mail to Defendant Wish Automotive II, Inc. dba Infiniti of Van Nuys (LWDA-CM-980932-33).

2.3 On April 29, 2024, Plaintiff J. Felix Rosas Cordova submitted a PAGA notice by online filing pursuant to California Labor Code § 2699.3 (2016) to the LWDA and by certified mail to Defendant Wish Automotive II, Inc. dba Infiniti of Van Nuys (LWDA-CM-1025299-24).

2.4 On November 15, 2023, Plaintiff Sabrina N. Batres commenced this Action by filing a Complaint alleging causes of action against Defendant Wish Automotive II, Inc. dba Infiniti of Van Nuys for civil penalties under PAGA.

2.5 On January 16, 2024, the Court on its own motion ordered that the putative class and PAGA action be consolidated for all purpose, with the class action (Case No. 23STCV19968) being designated as the lead case.

2.6 On July 22, 2024, J. Felix Rosas Cordova filed a PAGA representative action alleging causes of action against Defendant Wish Automotive II, Inc. dba Infinity of Van Nuys for civil penalties under PAGA.

2.7 Defendants deny the allegations in the complaints filed in this Action and in the Cordova action and/or the associated LWDA Letters and Amended PAGA Letter, deny any failure to comply with the laws identified in the Operative Complaint as defined in Section 2.9 of this Agreement, and deny any and all liability for the causes of action alleged.

2.8 On May 19, 2025, the Parties participated in an all-day mediation presided over by Kevin Barnes, Esq.

2.9 Prior to mediation, Plaintiffs obtained, through informal discovery, a representative sampling of time and payroll data for Aggrieved Employees and the necessary policy documents.

2.10 Following mediation, the Parties entered into a Memorandum of Understanding (“MOU”) which became fully executed on or about October 2, 2025. Under the terms of this MOU, and as set forth in Section 10.1 of this Agreement, the Parties agreed to file a First Amended Complaint in the Action in furtherance of effectuating the terms of this Agreement. This First Amended Complaint shall be the “Operative Complaint.”

1 2.11 Pursuant to Labor Code § 2699.3(a) (2016), Plaintiffs gave timely written notice to
2 Defendants and the LWDA by sending the PAGA Notice (as amended on October 15, 2025) (the
3 “Amended PAGA Letter”).

4 2.12 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware
5 of any other pending matter or action asserting claims that will be extinguished or affected by the
6 settlement.

7 **3. MONETARY TERMS.**

8 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 7 below,
9 Defendants promise to pay \$300,000 and no more as the Gross Settlement Amount. Defendants
10 have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph
11 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
12 without asking or requiring Aggrieved Employees to submit any claim as a condition of payment.
13 None of the Gross Settlement Amount will revert to Defendants.

14 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
15 the following payments from the Gross Settlement Amount, in the amounts specified by the
16 Court:

17 3.2.1 To Plaintiffs: A payment for the Enhancement Award to Plaintiffs of not more than
18 \$10,000.00 to each Plaintiff in addition to any Individual PAGA Payment the Plaintiffs are
19 entitled to receive as an Aggrieved Employee. Defendants will not oppose Plaintiffs’ request for
20 an Enhancement Award that does not exceed this amount. As part of the motion for the PAGA
21 Counsel Fees and Litigation Expenses Payments, Plaintiffs will seek Court approval for any
22 Enhancement Award no later than sixteen (16) court days prior to the Approval Hearing, or as
23 otherwise ordered by the Court. If the Court approves an Enhancement Award less than the
24 amount requested, the Administrator will retain the remainder in the Net Settlement Amount to
25 be distributed to the Aggrieved Employees. The Administrator will pay the Enhancement Award
26 using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed
27 on the Enhancement Award.
28

1 3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of
2 the Gross Settlement Amount, which is currently estimated to be \$100,000.00 and a PAGA
3 Counsel Litigation Expenses Payment for actual costs, not to exceed \$30,000.000 (thirty thousand
4 dollars and zero cents). Defendants will not oppose requests for these payments. Plaintiffs and/or
5 PAGA Counsel will file a motion for PAGA Counsel Fees Payment no later than sixteen (16)
6 court days prior to the Approval Hearing, or as otherwise ordered by the Court. If the Court
7 approves a PAGA Counsel Fees Payment less than the amounts requested, the Administrator will
8 allocate the remainder to the Net Settlement Amount for distribution to Aggrieved Employees.
9 Released Parties shall have no liability to Plaintiffs, Aggrieved Employees, PAGA Counsel, or
10 any other Plaintiffs' counsel arising from any claim to any portion of PAGA Counsel Fee Payment
11 and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA
12 Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099
13 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA
14 Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds
15 Defendants and Released Parties harmless, and indemnifies Defendants and Released Parties,
16 from any dispute or controversy regarding any division or sharing of any of these Payments.

17 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$4,550.00
18 except for a showing of good cause and as approved by the Court. To the extent the
19 Administration Costs are less or the Court approves payment of less than \$4,550.00, the
20 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
21 Participating Aggrieved Employees.

22 3.2.4 To the LWDA and Aggrieved Employees: After deducting Plaintiffs' Enhancement
23 Awards, PAGA Counsel's Fees and Costs Payment, and Administration Expenses Payment, the
24 amount remaining from the GSA shall be allocated to the resolution of claims for civil penalties
25 arising under PAGA ("PAGA Penalties"). Pursuant to PAGA, 75% of the PAGA Penalties
26 payment shall be paid to the LWDA, and 25% of the PAGA Penalties payment shall be paid pro-
27 rata by pay periods to all Aggrieved Employees who worked during the PAGA Period as an
28 Individual PAGA Payment. All Individual PAGA Payments will be allocated 100% to the

1 settlement of claims for statutory penalties and shall be reported on an IRS Form 1099 by the
2 Settlement Administrator.

3 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a)
4 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total
5 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
6 Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay
7 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their
8 Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS
9 1099 Forms.

10 **4. SETTLEMENT FUNDING AND PAYMENTS.**

11 4.1 Aggrieved Employee Pay Periods. Based on a review of its records, Defendants
12 represent there were 539 Aggrieved Employees who worked a total of 15,000 PAGA Pay Periods
13 between January 24, 2022 and the date of mediation.

14 4.2 Aggrieved Employee Data. Not later than ten (10) calendar days after the Court grants
15 Approval of the Settlement, Defendants will deliver the Aggrieved Employee Data to the
16 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees'
17 privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use
18 the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and
19 restrict access to the Aggrieved Employee Data to Administrator employees who need access to
20 the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a
21 continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved
22 Employee Data omitted Aggrieved Employee identifying information and to provide corrected or
23 updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the
24 deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the
25 Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
26 otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
27
28

1 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
2 Amount and the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting
3 the funds to the Administrator no later than twenty-one (21) days after the Effective Date.

4 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendants
5 fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual
6 PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the PAGA
7 Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Enhancement
8 Awards. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation
9 Expenses Payment, and the Enhancement Awards shall not precede disbursement of Individual
10 PAGA Payments.

11 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send
12 them to the Aggrieved Employees via First Class U.S. Mail. The face of each check shall
13 prominently state the date (180 days after the date of mailing) when the check will be voided
14 ("Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The
15 Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees who
16 qualify as Aggrieved Employees. Before mailing any checks, the Settlement Administrator must
17 update the recipients' mailing addresses using the National Change of Address Database.

18 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all
19 other Aggrieved Employees whose checks are returned undelivered without USPS forwarding
20 address. Within seven (7) days of receiving a returned check, the Administrator must re-mail
21 checks to the USPS forwarding address provided or to an address ascertained through the
22 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver
23 checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The
24 Administrator shall promptly send a replacement check to any Aggrieved Employee whose
25 original check was lost or misplaced, requested by the Aggrieved Employee prior to the Void
26 Date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to California Controller's Unclaimed Property Fund in the name of the employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the Gross Settlement Amount, Plaintiffs, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs discharge Defendants and Released Parties from all known and unknown claims Plaintiffs may have or claim to have against Defendants, Defendants' members, owners, employees, officers, agents, affiliates, and insurers, and Released Parties. In connection with said release, Plaintiffs shall waive all rights under California Civil Code section 1542 and any other provision of law that may restrict the release of unknown claims. The claims released by Plaintiffs exclude Plaintiffs' PAGA claims, which are released pursuant to the PAGA Settlement Agreement in Paragraph 5.2. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release,

and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

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

5.3 Syedrazi's Individual Claims: Nothing in this Agreement shall affect, impair, release, or otherwise prejudice the individual non-PAGA claims of Seyed Mohammad Amin Haji Syedrazi, which are pled in *Seyed Mohammad Amin Haji Syedrazi v. Wish Automotive, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV07074, filed on August 6, 2023 (the "Syedrazi Matter"). The Parties expressly acknowledge and agree that the Syedrazi Matter is wholly independent of this Action, and that Syedrazi's individual (non-PAGA) claims shall remain intact and unaffected by the terms of this Agreement. This Agreement shall not be construed as a settlement, compromise, or waiver of any rights or remedies that Syedrazi may

pursue in connection with the Seyedrazi Matter. However, as an allegedly Aggrieved Employee, this settlement shall extinguish Seyedrazi's PAGA claims.

6. SETTLEMENT ADMINISTRATION.

6.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

6.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Aggrieved Employees.

6.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

6.4.1 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court.

7. **ESCALATOR CLAUSE.** Based on its records, Defendants represent there were 539 Aggrieved Employees who worked a total of 15,000 PAGA Pay between January 24, 2022 and the date of mediation. If, on final calculation, the total number of Pay Periods worked by Aggrieved Employees during the PAGA period increases by more than 10% (*i.e.*, an increase of more than 1,500 pay periods), Defendants shall have the option to: (a) increase the GSA proportionally by the number of pay periods worked in excess of 10% (for example, if the final number of total pay periods increases by 11% over 15,000 pay periods, the GSA will increase by 1%); or (b) end the PAGA Period on the date the pay periods total 16,500.

8. **MOTION FOR APPROVAL.** Not later than sixteen (16) court days before the calendared Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file in Court, a Motion for Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Approval Order; and a proposed Judgment (collectively "Motion for Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Approval. PAGA Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Approval.

8.1 **Duty to Cooperate.** If the Court does not grant Approval or conditions Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Approval. The Court's decision to award less than the amounts requested for the Enhancement Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and/or Administrator Costs Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

8.2 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.3 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Aggrieved Employees waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

8.4 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

10. **ADDITIONAL PROVISIONS.**

10.1 Filing of Amended Complaint.

10.1.1 Within 14 calendar days after the parties' MOU is fully executed, Plaintiff Batres shall submit an amended PAGA Letter to the LWDA (the "Amended PAGA Letter") that alleges all facts, claims, and theories alleged in Batres's and

Cordova's PAGA Letters (submitted on September 11, 2023 and April 29, 2024, respectively), and names as defendants and alleged joint employers Wish Automotive, Inc. dba Nissan of Van Nuys, Wish Automotive II, Inc. dba Infiniti of Van Nuys, and Wish Automotive III, Inc. dba Nissan of Alhambra.

10.1.2 Within 30 calendar days following the submission of the Amended PAGA Letter, Plaintiff Batres shall file a dismissal, without prejudice and pursuant to the California Rules of Court, of all class claims alleged in the *Batres* Class Action (Case No. 23STCV19968), and shall likewise dismiss without prejudice all remaining non-class claims alleged therein.

10.1.3 In the event Plaintiff Batres elects or is required to refile any of his individual claims dismissed without prejudice pursuant to subsection 10.1.2 above, the Parties agree that the statute of limitations applicable to such claims shall be tolled from the date of the original filing of the *Batres* Class Action (Case No. 23STCV19968) through the effective date of dismissal. Any subsequently refiled individual claims shall be deemed timely and shall relate back to the original filing date of the *Batres* Class Action to the fullest extent permitted by law.

10.1.4 Within 65 calendar days after the submission of the Amended PAGA Letter, Plaintiff Batres shall file a First Amended Complaint ("FAC") in the *Batres* PAGA Action which shall contain the PAGA claims alleged in both the *Batres* PAGA Action and *Cordova* PAGA Action, the claims alleged in Batres's and Cordova's PAGA Letter, the claims alleged in the Amended PAGA Letter, and which names as defendants and alleged joint employers Wish Automotive, Inc. dba Nissan of Van Nuys, Wish Automotive II, Inc. dba Infiniti of Van Nuys, and Wish Automotive III, Inc. dba Nissan of Alhambra.

10.1.5 Within seven calendar days after the filing of the FAC, Plaintiff Cordova shall file a dismissal without prejudice of the *Cordova* PAGA Action.

10.1.6 Provided Plaintiffs comply with the above, Defendants shall not oppose or object to Plaintiffs serving as PAGA representatives in connection with the FAC.

1 10.2 No Admission of Liability or Representative Manageability for Other Purposes. This
2 Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
3 Agreement is intended or should be construed as an admission by Defendants that any of the
4 allegations in the Operative Complaint have merit or that Defendants have any liability for any
5 claims asserted; nor should it be intended or construed as an admission by Plaintiffs that
6 Defendants' defenses in the Action have merit. If, for any reason, the Court does not grant
7 Approval, or enter Judgment, Defendants reserve all available defenses to the claims in the
8 Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this
9 Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not
10 be admissible in connection with, any litigation (except for proceedings to enforce or effectuate
11 the Settlement and this Agreement).

12 10.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
13 together with its attached exhibits shall constitute the entire agreement between the Parties
14 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
15 inducements made to or by any Party.

16 10.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
17 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
18 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
19 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
20 terms of this Agreement including any amendments to this Agreement.

21 10.5 Cooperation. The Parties and their counsel will cooperate with each other and use their
22 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
23 Settlement Agreement, submitting supplemental evidence and supplementing points and
24 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
25 or content of any document necessary to implement the Settlement, or on any modification of the
26 Agreement that may become necessary to implement the Settlement, the Parties will seek the
27 assistance of a mediator and/or the Court for resolution.
28

1 10.6 No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
3 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
4 action, or right released and discharged by the Party in this Settlement.

5 10.7 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
7 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
8 Part 10, as amended) or otherwise.

9 10.8 Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed by all Parties or their
11 representatives, and approved by the Court.

12 10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
13 the benefit of, the successors of each of the Parties.

14 10.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
15 governed by and interpreted according to the internal laws of the state of California, without
16 regard to conflict of law principles.

17 10.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
18 of this Agreement. This Agreement will not be construed against any Party on the basis that the
19 Party was the drafter or participated in the drafting.

20 10.12 Confidentiality. To the extent permitted by law, all agreements made, and orders
21 entered during Action and in this Agreement relating to the confidentiality of information shall
22 survive the execution of this Agreement.

23 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
24 inserted for convenience of reference only and does not constitute a part of this Agreement.

25 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
26 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
27 weekend or federal legal holiday, such date or deadline shall be on the first business day
28 thereafter.

10.15 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

John G. Yslas
john.yslas@wilshirelawfirm.com
Jeffrey C. Bills
jeffrey.bills@wilshirelawfirm.com
Aram Boyadjian
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval
andrew.sandoval@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff Sabrina N. Batres

David Lavi, Esq.
Email: dlavi@ebralavi.com
Arie Ebrahimian, Esq.
Email: arie@ebralavi.com
E&L, LLP
8889 W. Olympic Blvd., 2nd Floor
Beverly Hills, California 90211
Telephone: (213) 213-0000
Facsimile: (213) 213-0025

Attorneys for Plaintiff J. Felix Rosas Cordova

To Defendants:

Todd B. Scherwin
E-Mail: tscherwin@fisherphillips.com
Harrison Thorne
E-Mail: hthorne@fisherphillips.com
FISHER & PHILLIPS LLP
21600 Oxnard Street, Suite 650
Woodland Hills, California 91367
Telephone: (818) 230-4250
Facsimile: (818) 230-4251

Attorneys for Defendants
WISH AUTOMOTIVE, INC. dba NISSAN OF
VAN
NUYS; WISH AUTOMOTIVE II, INC. dba
INFINITI OF VAN NUYS; WISH
AUTOMOTIVE III, INC. dba NISSAN OF
ALHAMBRA

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.18 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

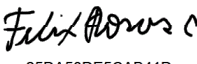
DATED: 11/24/2025

Signed by:

E87B9F5D515A4FA...

Plaintiff Sabrina N. Batres

DATED: 11/25/2025

Firmado por:

25DA50DE5CAB41D...

Plaintiff J. Felix Rosas Cordova

DATED: _____

Defendant Wish Automotive, Inc. dba Nissan of Van Nuys

By: _____

Position: _____

DATED: _____

Defendant Wish Automotive II, Inc. dba Infiniti Of Van Nuys

By: _____

Position: _____

DATED: _____

Defendant Wish Automotive III, Inc. dba Nissan of Alhambra

By: _____

Position: _____

1
2 By the Parties:

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5 DATED: _____

6 Plaintiff Sabrina N. Batres

7
8 DATED: _____

9 Plaintiff J. Felix Rosas Cordova

10
11 DATED: November 25, 2025

12 Defendant Wish Automotive, Inc. dba Nissan of Van Nuys

13 By: _____

14 Position: _____

PRESIDENT

15 DATED: November 25, 2025

16 Defendant Wish Automotive II, Inc. dba Infiniti Of Van
17 Nuys

18 By: _____

19 Position: _____

PRESIDENT

20
21
22 DATED: November 25, 2025

23 Defendant Wish Automotive III, Inc. dba Nissan of
24 Alhambra

25 By: _____

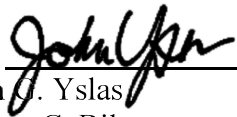
26 Position: _____

PRESIDENT

Approved by counsel:

DATED: November 24, 2025

WILSHIRE LAW FIRM

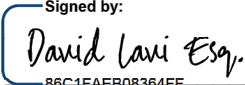
BY: 

John G. Yslas
Jeffrey C. Bills
Aram Boyadjian
Andrew Sandoval

Counsel for Plaintiff Sabrina N. Batres

DATED: 11/24/2025

E&L, LLP

Signed by:
BY: 

86C1FAEB08364FF...
David Lavi, Esq.

Counsel for Plaintiff J. Felix Rosas Cordova

DATED:

FISHER & PHILLIPS LLP

BY: _____

Todd B. Scherwin
Harrison Thorne

Counsel for Defendants
WISH AUTOMOTIVE, INC. dba NISSAN OF VAN
NUYS; WISH AUTOMOTIVE II, INC. dba INFINITI
OF VAN NUYS; WISH AUTOMOTIVE III, INC. dba
NISSAN OF ALHAMBRA

1 Approved by counsel:

2
3 DATED:

WILSHIRE LAW FIRM

4
5 BY: _____

6 John G. Yslas

7 Jeffrey C. Bills

8 Aram Boyadjian

9 Andrew Sandoval

Counsel for Plaintiff Sabrina N. Batres

10
11 DATED:

E&L, LLP

12
13 BY: _____

14 David Lavi, Esq.

15 Counsel for Plaintiff J. Felix Rosas Cordova

16
17
18
19 DATED: November 25, 2025

FISHER & PHILLIPS LLP

20
21 BY:  _____

22 Todd B. Scherwin

23 Harrison Thorne

24 Counsel for Defendants

25 WISH AUTOMOTIVE, INC. dba NISSAN OF VAN

26 NUYS; WISH AUTOMOTIVE II, INC. dba INFINITI

27 OF VAN NUYS; WISH AUTOMOTIVE III, INC. dba

28 NISSAN OF ALHAMBRA

EXHIBIT A

COURT APPROVED NOTICE OF PAGA SETTLEMENT

Sabrin N. Batres, et al. v. Wish Automotive II, Inc., et al.

Superior Court of the State of California, County of Los Angeles

Case No. 23STCV19968

<<EmployeeName>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - <<W9SSN>>

I. NOTICE OF PAGA SETTLEMENT

The Superior Court of the State of California, County of Los Angeles (the “Court”) has approved a settlement in the above-captioned action filed by Sabrina N. Batres and J. Felix Rosas Cordova (“Plaintiffs”) on behalf of themselves and all other aggrieved employees.

In this lawsuit, Plaintiffs claim Defendants Wish Automotive, Inc. dba Nissan of Van Nuys, Wish Automotive II, Inc. dba Infiniti of Van Nuys, and Wish Automotive III, Inc. dba Nissan of Alhambra (“Defendants”) violated California’s wage and hour laws and are therefore liable for penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Specifically, Plaintiffs allege that Defendants: (1) failed to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to pay all earned wages twice per month; (5) failed to maintain accurate records of hours worked and meal periods; (6) failed to timely pay all wages at termination; (7) failed to furnish accurate itemized wage statements; (8) failed to indemnify for necessary expenditures; and (9) failed to produce requested employment records and therefore were liable for waiting time penalties pursuant to Labor Code section 203 (10) failed to keep accurate and complete payroll records; (11) failed to provide proper sick leave and supplemental paid sick leave; (12) refused to pay wages due and payable and/or denial of the validity of any claim to wages due; (13) secretly paid wages lower than required by statute while purporting to pay legal wages; (14) failed to pay vested vacation and/or paid time off; (15) failed to provide suitable seating; (16) provided unlawful agreements; (17) failed to timely provide temporary workers with wages; (18) prevented employees from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations; (19) for unlawful inquiries into criminal histories; and (20) for workplace health and safety violations. Plaintiffs are solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under PAGA.

The Court has not made a determination about Plaintiffs’ claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as:

“All persons who worked for Defendants in California as an employee at any time during the period beginning January 24, 2022 to the date of PAGA approval.”

The “PAGA Period” is defined as January 24, 2022 to the date of PAGA approval.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked <<PayPeriods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is 15,000.

Your individual PAGA payment is estimated to be <<CheckAmount>>.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees.

III. RELEASE

“Released Parties” means Defendants and its officers, directors, employees and agents.

The Court has approved the parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all Aggrieved Employees will release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the PAGA Action and the PAGA Notices, including but not limited to, claims for PAGA civil penalties for: (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate itemized wage statements; (8) failure to indemnify for necessary expenditures; (9) failure to produce requested employment records; (10) failure to keep accurate and complete payroll records; (11) failure to provide proper sick leave and supplemental paid sick leave; (12) refusal to pay wages due and payable and/or denial of the validity of any claim to wages due; (13) secretly paying wages lower than required by statute while purporting to pay legal wages; (14) failure to pay vested vacation and/or paid time off; (15) failure to provide suitable seating; (16) for unlawful agreements; (17) for failure to timely provide temporary workers with wages; (18) for preventing employees from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations; (19) for unlawful inquiries into criminal histories; and (20) for workplace health and safety violations. Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any non-PAGA individual claims by virtue of this Agreement (“PAGA Released Claims”). This release applies only to PAGA penalty claims that accrued during the PAGA Period.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, ILYM Group, Inc. toll free at 1() with any questions. You must inform the Settlement Administrator of any change of address to ensure

1 receipt of your settlement payment.

2 Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such
3 event, the Settlement Administrator shall direct all unclaimed funds to the California Controller's
4 Unclaimed Property Fund in the name of the Aggrieved Employee to whom the check was issued.
5 If your check is lost or misplaced, you should contact the Settlement Administrator immediately
6 to request a replacement.
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Exhibit 2

11/21/25

Accrual Basis

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Credit C...	10/19/2023		WishAutomotive\\(Bates).W&H	Los Angeles Superior Court	PA-2023-247310691 (239527) WishAutomotive\\(Bates).W&H	7.00	7.00
Bill	10/16/2023	66335	WishAutomotive\\(Bates).W&H	Valpro Attorney Services, LLC	66335- WishAutomotive\\(Bates).W&H-File POS	45.00	52.00
Credit C...	08/21/2023	21045464	WishAutomotive\\(Bates).W&H	One Legal LLC	21045464-S&C-Atty Svc for Court Filing-239527 WishAutomotive\\(...	1,494.99	1,546.99
Credit C...	11/16/2023	21645514	WishAutomotive\\(Bates).W&H	One Legal LLC	21645514-Comp Summons.CC&S-Atty Svc for Court Filing-239527 ...	1,494.99	3,041.98
Credit C...	12/28/2023	21645514	WishAutomotive\\(Bates).W&H	One Legal LLC	21645514-Suppl Decl.CC&S Summ.Comp-Atty Svc for Court Filing-...	-1,029.50	2,012.48
Credit C...	11/28/2023	21654521	WishAutomotive\\(Bates).W&H	One Legal LLC	21654521-Comp.CC&S Supl Decl,Summ-Atty Svc for Court Filing-2...	123.54	2,136.02
Credit C...	11/28/2023	21654522	WishAutomotive\\(Bates).W&H	One Legal LLC	21654522-Comp.CC&S Supl Decl,Summ-Atty Svc for Court Filing-2...	123.54	2,259.56
Credit C...	11/22/2023	21695807	WishAutomotive\\(Bates).W&H	One Legal LLC	21695807-POS-Atty Svc for Court Filing-239527 Sabrina N. Bates, ...	17.66	2,277.22
Credit C...	11/27/2023	21697776	WishAutomotive\\(Bates).W&H	One Legal LLC	21697776-J&C&R-Atty Svc for Court Filing-239527 Sabrina N. Bates ...	24.86	2,302.08
Credit C...	11/27/2023	21697777	WishAutomotive\\(Bates).W&H	One Legal LLC	21697777-J&C&R-Atty Svc for Court Filing-239527 Sabrina N. Bates ...	51.48	2,353.56
Credit C...	11/29/2023	21715970	WishAutomotive\\(Bates).W&H	One Legal LLC	21715970-POS by sub service-Atty Svc for Court Filing-239527 Sab...	13.33	2,366.89
Credit C...	12/12/2023	21813352	WishAutomotive\\(Bates).W&H	One Legal LLC	21813352-Notice-Atty Svc for Court Filing-239527 Sabrina N. Bates...	17.66	2,384.55
Credit C...	12/15/2023	21841329	WishAutomotive\\(Bates).W&H	One Legal LLC	21841329-Notice-Atty Svc for Court Filing-239527 Sabrina N. Bates...	4.12	2,388.67
Credit C...	03/28/2024	22551352	WishAutomotive\\(Bates).W&H	One Legal LLC	22551352-Oppo.Obj POS-Atty Svc for Court Filing-239527 Sabrina ...	19.71	2,408.38
Credit C...	03/28/2024	22551353	WishAutomotive\\(Bates).W&H	One Legal LLC	22551353-Oppo.Obj POS-Atty Svc for Court Filing-239527 Sabrina ...	51.48	2,459.86
Credit C...	06/27/2024	23222164	WishAutomotive\\(Bates).W&H	One Legal LLC	23222164-239527-Atty Svc for Court Filing-Notice-WishAutomotive\\...	19.71	2,479.57
Credit C...	07/12/2024	23311485	WishAutomotive\\(Bates).W&H	One Legal LLC	23311485-239527-Atty Svc for Court Filing-CMS-WishAutomotive\\(...	24.86	2,504.43
Credit C...	07/12/2024	23311716	WishAutomotive\\(Bates).W&H	One Legal LLC	23311716-239527-Atty Svc for Court Filing-POS-Opposition, Objecti...	27.95	2,532.38
Credit C...	07/26/2024	23397676	WishAutomotive\\(Bates).W&H	One Legal LLC	23397676-239527-Atty Svc for Court Filing-Notice-WishAutomotive\\...	19.71	2,552.09
Credit C...	12/04/2024	24260620	WishAutomotive\\(Bates).W&H	One Legal LLC	24260620-239527-Atty Svc for Court Filing-Slip & Ord POS-WishAu...	43.06	2,595.15
Credit C...	12/05/2024	24265368	WishAutomotive\\(Bates).W&H	One Legal LLC	24265368-239527-Atty Svc for Court Filing-Slip & Ord POS-WishAu...	21.37	2,616.52
Credit C...	05/23/2025	25453548	WishAutomotive\\(Bates).W&H	One Legal LLC	25453548-239527-Atty Svc for Court Filing-Ntc of Settlm-WishAuto...	23.44	2,639.96
Total 501500 · Court Filing Fees						2,639.96	2,639.96
502500 · Legal Expenses							
Credit C...	09/13/2023		WishAutomotive\\(Bates).W&H	Department of Industrial Relations	ORD-000251221 (239527) WishAutomotive\\(Bates).W&H	75.00	75.00
Bill	04/08/2024	0849874595-4	WishAutomotive\\(Bates).W&H	Thomson Reuters-West Publishi...	Legal-Research-WishAutomotive\\(Bates).W&H	436.54	510.54
Bill	02/28/2024	318203	WishAutomotive\\(Bates).W&H	Case Anywhere, LLC	318203- WishAutomotive\\(Bates).W&H- System Access Fee/ Docu...	153.00	663.54
Bill	06/06/2024	328654	WishAutomotive\\(Bates).W&H	Case Anywhere, LLC	328654-WishAutomotive\\(Bates).W&H-System Access Fee/Docum...	171.00	834.54
Bill	09/03/2024	339736	WishAutomotive\\(Bates).W&H	Case Anywhere, LLC	339736-WishAutomotive\\(Bates).W&H-System Access Fee/Docum...	189.00	1,023.54
Bill	12/05/2024	351347	WishAutomotive\\(Bates).W&H	Case Anywhere, LLC	351347 WishAutomotive\\(Bates).W&H System Access Fee 9/1/24 -...	147.00	1,170.54
Bill	03/05/2025	368067	WishAutomotive\\(Bates).W&H	Case Anywhere, LLC	368067 WishAutomotive\\(Bates).W&H System Access Fee & Docu...	159.00	1,329.54
Bill	04/04/2025	379916	WishAutomotive\\(Bates).W&H	Case Anywhere, LLC	379916 WishAutomotive\\(Bates).W&H System Access Fee 3/1/25 -...	49.00	1,378.54
Bill	05/02/2025	391855	WishAutomotive\\(Bates).W&H	Case Anywhere, LLC	391855 WishAutomotive\\(Bates).W&H System Access Fee 4/1/25 -...	49.00	1,427.54
Bill	06/02/2025	403834	WishAutomotive\\(Bates).W&H	Case Anywhere, LLC	403834 WishAutomotive\\(Bates).W&H System Access Fee 5/1/25 -...	55.00	1,482.54
Bill	02/06/2023	847783910	WishAutomotive\\(Bates).W&H	Thomson Reuters-West Publishi...	Legal-Research-WishAutomotive\\(Bates).W&H	9.26	1,491.80
Bill	02/06/2023	847783910	WishAutomotive\\(Bates).W&H	Thomson Reuters-West Publishi...	Legal-Research-WishAutomotive\\(Bates).W&H	6.72	1,498.52
Bill	05/06/2024	850124874	WishAutomotive\\(Bates).W&H	Thomson Reuters-West Publishi...	Legal-Research-WishAutomotive\\(Bates).W&H	481.31	1,979.83
Bill	01/10/2025	861299443	WishAutomotive\\(Bates).W&H	Thomson Reuters-West Publishi...	Legal-Research-WishAutomotive\\(Bates).W&H	44.30	1,724.13
Total 502500 · Legal Expenses						1,724.13	1,724.13
502700 · Mediation Fees							
Bill	12/01/2024	2024-250-KB	WishAutomotive\\(Bates).W&H	Law Offices of Kevin Barnes	2024-250-KB-WishAutomotive\\(Bates).W&H-Mediation Fee sked 0...	5,000.00	5,000.00
Total 502700 · Mediation Fees						5,000.00	5,000.00
503200 · Process Service Fees							
Bill	10/12/2023	65784	WishAutomotive\\(Bates).W&H	Valpro Attorney Services, LLC	65784-WishAutomotive\\(Bates).W&H Servee Wish Automotive II-S...	305.00	305.00
Bill	03/28/2024	PS330450	WishAutomotive\\(Bates).W&H	USA Express Legal & Investigati...	PS330450-WishAutomotive\\(Bates).W&H Servee: Nicole Golob & ...	107.74	412.74
Total 503200 · Process Service Fees						412.74	412.74
503300 · Professional Fees							
Bill	06/01/2025	15168	WishAutomotive\\(Bates).W&H	Berger Consulting Group, LLC	15168 WishAutomotive\\(Bates).W&H 8.70 hours of work	1,957.50	1,957.50
Total 503300 · Professional Fees						1,957.50	1,957.50
Total 500000 · COS						41,734.33	41,734.33
TOTAL						41,734.33	41,734.33



Client Cost Report

Account	Type	Date	Num	Name	Matter Display Name	Line Memo	Amount
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	8/12/2025	CC083125TA-1282	One Legal LLC	Wish Automotive II. Inc. (Batres) - Wage & Hour (Class Action)	26043597-239527-Atty Svc for Court Filing-Stip & Ord-Sabrina Batres-1/8/2023	\$17.50
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	8/13/2025	CC083125TA-1324	One Legal LLC	Wish Automotive II. Inc. (Batres) - Wage & Hour (Class Action)	26052466-239527-Atty Svc for Court Filing-Stip & Ord-Sabrina Batres-1/8/2023	\$45.12
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	9/25/2025	CC093025TA-1871	One Legal LLC	Wish Automotive II. Inc. (Batres) - Wage & Hour (Class Action)	26382369-239527-Atty Svc for Court Filing-Stip & Ord-Sabrina Batres-1/8/2023	\$144.55
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	9/30/2025	CC093025TA-2786	One Legal LLC	Wish Automotive II. Inc. (Batres) - Wage & Hour (Class Action)	26382368-239527-Atty Svc for Court Filing-Stip & Order-Sabrina Batres-1/8/2023	\$55.45
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	10/30/2025	CC103125TA-2835	One Legal LLC	Wish Automotive II. Inc. (Batres) - Wage & Hour (Class Action)	26649632-239527-Atty Svc for Court Filing-Stip & Ord.POS-Sabrina Batres-1/8/2023	\$46.15
502500 Cost of Sale : Legal Expenses	Bill	7/1/2025	415957	Case Anywhere LLC	Wish Automotive II. Inc. (Batres) - Wage & Hour (Class Action)	415957-Wish Automotive II. Inc. (Batres)-System Access Fee	\$49.00
502500 Cost of Sale : Legal Expenses	Bill	8/4/2025	428486	Case Anywhere LLC	Wish Automotive II. Inc. (Batres) - Wage & Hour (Class Action)	428486-Sabrina Batres-System Access Fee: 07/01/25 to 07/31/25	\$49.00
502500 Cost of Sale : Legal Expenses	Bill	9/2/2025	440872	Case Anywhere LLC	Wish Automotive II. Inc. (Batres) - Wage & Hour (Class Action)	440872-Wish Automotive II. Inc. (Batres)-System Access Fee & Document Service Fee 8/1/25 - 8/31/25	\$61.00
502500 Cost of Sale : Legal Expenses	Bill	10/1/2025	453489	Case Anywhere LLC	Wish Automotive II. Inc. (Batres) - Wage & Hour (Class Action)	453489-Wish Automotive II. Inc. (Batres)-System Access Fee & Document Service Fee 9/1/25 - 9/30/25	\$61.00
502500 Cost of Sale : Legal Expenses	Bill	11/3/2025	466322	Case Anywhere LLC	Wish Automotive II. Inc. (Batres) - Wage & Hour (Class Action)	466322-Sabrina Batres-Billing Period: 10/01/25-10/31/25-239527	\$61.00
Total							\$589.77

Expenses Subtotals - Filtered Exp. Type

As of 2025-11-21 10:56:43 Pacific Standard Time/PST • Generated by Jeanette Castillo-Luis

Filtered By

Show: All matters

Matter: ID equals a0L5G00000YSG5S

Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

Display Name ↑	Expense Type ↑	Date	Expense: Expense ID	Provider Name	Note	Amount	Reduction Amount	Amount Paid	Amount Due.
Sabrina Batres - Wage & Hour: 1/8/2023	DTF	8/15/2023	E-3159653		Docusign Envelope	\$1.89			\$1.89
	Subtotal	Sum				\$1.89	\$0.00	\$0.00	\$1.89
		Count	1						
E108 — Postage		10/15/2025	E-3283234			\$10.56			\$10.56
		10/15/2025	E-3283233			\$10.56			\$10.56
		10/15/2025	E-3283231			\$10.56			\$10.56
		10/15/2025	E-3283232			\$10.56			\$10.56
		12/12/2023	E-3165127			\$0.87			\$0.87
		9/13/2023	E-3144176			\$7.66			\$7.66
		9/13/2023	E-3144175			\$7.42			\$7.42
		9/13/2023	E-3144173			\$7.66			\$7.66
	Subtotal	Sum				\$65.85	\$0.00	\$0.00	\$65.85
		Count	8						
Subtotal		Sum				\$67.74	\$0.00	\$0.00	\$67.74
		Count	9						
Total		Sum				\$67.74	\$0.00	\$0.00	\$67.74
		Count	9						

Confidential Information - Do Not Distribute

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Exhibit 3

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Lisa

Your Last Name *

Iturriaga

Your Email Address *

coley.hayes@wilshirelawfir

Your Street Name, Number and Suite/Apt *

660 S. Figueroa Street, Sky

Your Mobile Phone Number

Your City *

Los Angeles

Your Work Phone Number

213-381-9988

Your State *

California

Your Zip/Postal Code *

90017

Coley Hayes

From: no-reply@formassembly.com
Sent: Tuesday, November 25, 2025 6:36 PM
To: Coley Hayes
Subject: Thank you for your Proposed Settlement Submission

11/25/2025 06:35:29 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 11/25/2025 06:35:29 PM your Proposed Settlement was successfully processed for case number LWDA-CM-980932-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ccoley.hayes%40wilshirelawfirm.com%7Ce5436b3d3ed54913642308de2c948008%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638997213486511883%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitWFrpbClzIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=nOVd5v%2BgfLUihMHQ9eGRLzRbJco6wxl634P0bLtVLSE%3D&reserved=0

Court and Hearing Information

Court *

Los Angeles County Superior Court ▼

Court Case Number *

23STCV19968

Hearing Date *

01/26/2026

Hearing Time *

10:00

HH:MM

Hearing Location *

312 North Spring Street, L

Number of aggrieved employees *

539

Net Amount to Aggrieved Employees *

40929.36

Gross settlement amount *

300000.00

Gross penalty *

163717.44

Penalties to LWDA *

122788.08

Date of proposed settlement *

01/26/2026

Other PAGA Notices

[Search for PAGA Case number](#)

☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.

☒ There are no other PAGA claims which may be affected by this proposed settlement.

☐ The proposed settlement may affect other PAGA claims.

☒ A Notice of Related Cases has been filed in all related actions.

☐ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.

☐ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf or .xlsx) *

Choose File Settlement Ag... Executed.pdf

Other Attachment (if any, must be .pdf or .xlsx)

Choose File No file chosen

[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses,

dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☐ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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