John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Diego Aviles (SBN 315533)
Diego.aviles@wilshirelawfirm.com
Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Harry Erganyan (SBN 333091)
Harry.erganyan@wilshirelawfirm.com
Mariam Nazaretyan (SBN 334154)
Mariam.nazaretyan@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MOISES ROSS, individually, and on behalf of the state of California all other aggrieved persons,

Plaintiff,

v.

TATA CONSULTANCY SERVICES LTD., a Indian corporation; and DOES 1 through 10, Inclusive,

Defendants.

Case No.: 24STCV06075

REPRESENTATIVE ACTION

[Assigned for all purposes to Hon. Richard L. Fruin, Dept. 15]

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

Settlement Approval Hearing:
Date: February 27, 2026
Time: 9:15 a.m.
Dept: 15

Reservation No.: 685581265365

Complaint Filed: March 11, 2024
Amended Complaint Filed: June 12, 2024

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on February 27, 2026, at 9:15 a.m., or as soon thereafter as the matter may be heard in Department 15 of the above-entitled Court, located 111 N. Hill Street, Los Angeles, CA 90012, Plaintiff Moises Ross ("Plaintiff") will and hereby does move for an order approving the settlement of the PAGA claim alleged against Defendants Tata Consultancy Services Ltd. ("TCS") and Tata America International Corporation ("TAIC") (collectively "Defendants") in accordance with Labor Code §2699(l). The proposed settlement is set forth in the accompanying PAGA Settlement Agreement ("Settlement Agreement").

This Motion will be based on this notice, the accompanying points and authorities, the Declaration of John G. Yslas, Plaintiff's Declaration, and the complete files and records in this action. The Labor Workforce Development Agency has been served with this motion and the Settlement Agreement as set forth in the accompanying proof of service.

Dated: February 2, 2026

WILSHIRE LAW FIRM, PLC

By: ____________________________

Emily Borman
Attorneys for Plaintiff

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I. INTRODUCTION

Plaintiff Moises Ross ("Plaintiff") and Defendants Tata Consultancy Services Ltd. ("TCS") and Tata America International Corporation ("TAIC") (collectively "Defendants") (Plaintiff and Defendants collectively, the "Parties") reached a settlement of the California Private Attorneys General Act, Cal. Labor Code § 2699, et seq. ("PAGA") claims asserted in this action. In accordance with Labor Code §2699(l), Plaintiff now asks this Court to review and approve the settlement of Plaintiff's PAGA claims. This is PAGA Settlement for civil penalties and is not a class settlement and does not release the individual wage claims, if any, of the affected employees other than those of Plaintiff. Cal. Labor Code § 2699(g)(1); *Iskanian v. CLS Transportation*, 59 Cal. 4th 348, 381 (2014); *ZB, N.A. v. Superior Court*, 8 Cal. 5th 175, 182 (2019) (unpaid wages are not recoverable under PAGA).

The PAGA Settlement is set forth in the accompanying PAGA Settlement Agreement ("Settlement Agreement"). A true and correct copy of the Settlement Agreement which sets forth the terms for the settlement of the PAGA claims is attached as Exhibit 1 to the Declaration of John G. Yslas in Support of Motion for Approval of PAGA Settlement ("Yslas Decl."), filed concurrently herewith. Capitalized terms shall have the same meaning as defined in the Settlement Agreement. The LWDA received notice of this Settlement on February 2, 2026. Yslas Decl. ¶ 33.

II. RELEVANT FACTS AND PROCEDURAL HISTORY

On March 11, 2024, Plaintiff filed this representative action against Defendants, on behalf of themselves, the State of California, and other aggrieved persons for civil penalties pursuant to California Private Attorneys General Act, Cal. Labor Code § 2699, et seq. ("PAGA") alleging (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; and (9) and failure to produce requested employment records ("PAGA Action"). Settlement Agreement § 1.12; Yslas

Decl. at ¶ 3. Pursuant to the terms of the Settlement Agreement, prior to filing the instant Motion for Approval of PAGA Settlement, the Parties filed a stipulation on January 27, 2026, requesting the Court grant Plaintiff leave to file a Second Amended Complaint in the instant action, to effectuate the terms of the settlement. *Id.*

Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice on January 2, 2024, to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support (LWDA-CM-1002789-24). Settlement Agreement § 2.2; Yslas Decl. at ¶ 4. On March 29, 2024, Plaintiff submitted an amended notice to the LWDA adding Tata America International Corporation dba TCS America as an employer. *Id.*

Thereafter, the Parties met and conferred and agreed to mediate the PAGA Action with Monique Ngo-Bonnici, Esq. a well-respected and experienced mediator in wage-and-hour class and representative actions. Settlement Agreement § 2.4; Yslas Decl. at ¶ 5. In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the PAGA Action. Settlement Agreement § 2.5; Yslas Decl. at ¶ 5. Prior to mediation, Plaintiff obtained through informal discovery a representative sampling of time and payroll data for PAGA Members and the necessary policy documents to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. *Id*.

On November 3, 2025, the Parties engaged in an all-day mediation session before Ms. Ngo-Bonnici. Settlement Agreement § 2.4; Yslas Decl. at ¶ 6. With the help of Ms. Ngo-Bonnici, the Parties were able to reach an agreement on general settlement terms at mediation. *Id*. The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not being able to maintain representative claims, the difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendants' potential defenses, and the significant delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with the assistance of Ms. Ngo-Bonnici. Settlement Agreement § 2.4; Yslas Decl. at ¶ 6.

III. TERMS OF THE PAGA SETTLEMENT

A. PAGA Members

"PAGA Members" means all current or former non-exempt locally-hired employees who were employed directly by TCS in California at any time during the Settlement Period beginning January 2, 2023 through January 3, 2026.". Settlement Agreement §§ 1.15, 1.28. Defendants estimate that there are approximately 1,300 PAGA Members who worked an estimated 56,100 Pay Periods between January 2, 2023 and January 3, 2026. *Id*. at § 4.1.

B. Settlement Terms

The Settlement Agreement negotiated by the Parties provides for a Total Settlement Amount ("TSA") payment in the amount of $1,440,000.00 to resolve the PAGA Action. Settlement Agreement §§ 1.29, 3.1; Yslas Decl. at ¶ 7. The TSA will be used to pay PAGA Penalties, PAGA Representative Service Payments, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, and Administrator Expenses. Settlement Agreement § 1.29; Yslas Decl. at ¶ 7. After deducting PAGA Representative Service Payments, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, and Administrator Expenses Payment from the TSA, the amount remaining is the Net Settlement Amount ("NSA"). Settlement Agreement § 1.11; Yslas Decl. at ¶ 7. The NSA, which is estimated to be $919,291.96, shall be distributed as PAGA Penalties with 75% of the NSA allocated to the LWDA PAGA Payment and 25% of the NSA allocated to Individual PAGA Payments. Settlement Agreement § 3.6; Yslas Decl. at ¶ 7.

<u>PAGA Penalties</u>: The NSA will be distributed as PAGA Penalties with seventy-five percent (75%) allocated to the LWDA PAGA Payment and the remaining twenty-five percent (25%) allocated to the Individual PAGA Payments for PAGA Members. Settlement Agreement § 3.6. This 75/25 allocation is required by Labor Code §2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).

<u>Individual PAGA Payments</u>: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties by the total number of Pay Periods worked by all PAGA Members during the Settlement Period and (b) multiplying the result by each PAGA Member's Settlement Period Pay Periods. Settlement Agreement § 3.7. The Settlement Period is the period from January 2, 2023 through

January 3, 2026. Settlement Agreement §§ 1.28.

<u>PAGA Representative Service Payment</u>: Subject to Court approval, the Plaintiff shall be paid a Representative Service Payment not to exceed $5,000.00 for his time and effort in bringing and presenting the Action. Settlement Agreement § 3.5.

<u>PAGA Counsel Fees Payment</u>: Subject to Court approval, PAGA Counsel shall be entitled to receive an award of reasonable attorneys' fees of not more than one third (1/3) of the TSA which is currently estimated to be $480,000.00. Settlement Agreement § 3.3.

<u>PAGA Counsel Litigation Expenses Payment</u>: Per the Settlement Agreement, PAGA Counsel shall be entitled to request reimbursement of costs, not to exceed $40,000.00. Settlement Agreement § 3.3. Counsel seeks reimbursement of actual costs incurred in the amount of $25,708.04. Yslas Decl. ¶ 31. The remaining $14,291.96 will therefore revert to the NSA to be distributed as PAGA Penalties to the LWDA and PAGA Members. *Id*.

<u>Administrator Expenses Payment</u>: The Parties agreed to appoint Phoenix Settlement Administrators ("Phoenix") as the Administrator for the Settlement. Settlement Agreement § 8.1. The Settlement Administration Expenses, which are not to exceed $10,000.00 shall be paid from the TSA. Settlement Agreement § 3.4.

C. Releases

<u>Plaintiff's Release</u>: "[Plaintiff] will enter into a separate settlement agreement with Defendants that include a general release and section 1542 waiver of all claims he may have against Defendants, whether such claims are known or unknown. The execution and non-revocation of Ross's individual settlement agreement constitutes a material term of this Agreement. Plaintiff's release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or any claims referenced in the separate individual settlement agreement." Settlement Agreement § 5.1.

<u>PAGA Member's Release</u>: "Upon full funding of the Settlement, Ross, all PAGA Members, the State of California by and through the LWDA, and each of the foregoing person's or entity's past or present heirs, assigns, executors, administrators, and agents (collectively, the

"PAGA Member Affiliates") shall fully and without limitation release, covenant not to sue, and forever discharge the Released Parties, individually and collectively, from any and all claims for civil penalties under the Labor Code Private Attorneys General Act of 2004 (or, in the case of the LWDA, for civil penalties in a civil action brought directly by the LWDA) based on any violations of the California Labor Code during the PAGA Period that are, or have been, alleged against any of the Released Parties in the Action or that reasonably could have been asserted against any of the Released TCS Parties based upon the facts or theories of liability alleged in any PAGA Notices and/or pleading filed by Ross in the Lawsuit, regardless of whether such claims are known, unknown, fixed, contingent, suspected, or unsuspected (the "Released PAGA Claims"). Without limiting the foregoing, the Released PAGA Claims shall include, but not be limited to, any claims for civil penalties under PAGA arising out, of or in any way related to, allegations of: unpaid wages, failure to pay minimum wages; failure to pay for travel time; failure to pay straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and/or interest; failure to properly calculate the regular rate of pay for purposes of overtime compensation, sick pay, or other forms of compensation that are impacted by the regular rate of pay; off-the-clock work; missed, late, short or interrupted meal and/or rest periods, including any claim for any alleged failure to provide meal or rest periods or pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; failure to pay or provide paid sick leave, including any claim for alleged failure to pay paid sick leave at the regular rate of pay and failure to include accrued sick leave on employee's wage statements; unlawful deduction of pay; failure to reimburse for any business expenses; failure to pay accrued vacation or paid time off; failure to provide wage statements that comply with Labor Code section 226(a); failure to properly record and maintain employee time punch records; failure to pay wages during employment (due to both the frequency of payments and/or because wage payments were allegedly incomplete); failure to pay all earned and unpaid wages to separating employees; failure to produce payroll records or personnel files upon request; failure to notify PAGA Members that Defendants have withdrawn, and will not seek to enforce, any non-compete and/or restrictive covenants that are unenforceable pursuant to Business and Professions Code section 16600, et seq; penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting time penalties; untimely payment of wages; inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate records; failure to furnish employment records (personnel, earnings, time, signed, etc.) upon request; failure to provide information at the time of hire under the Wage Theft Prevention Act; preventing disclosure of wages; and attorneys' fees and costs. The claims released by the PAGA Members also include any and all claims under PAGA, Cal. Lab. Code § 2698 et seq., that arise out of or in connection with the claims and facts alleged in in the PAGA Notices, the Lawsuit, this Section 5.2, and any claims which could have been asserted in in the Lawsuit arising from the alleged facts and/or primary rights alleged to have been invaded to the fullest extent permitted by law. This release includes claims for civil PAGA penalties alleging a violation of the Wage Orders of the California Industrial Welfare Commission, including but not limited to, Wage Order 5-2001; and/or alleging a violation of the California Labor Code, including but not limited to, sections 96, 98.6, 201-203, 201.3, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 233, 245 et seq., 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2699 et seq., 2802, 2810.5, 3366, 3457, 8397.4, 6401, 6402, 6403, and 6409.6." Settlement Agreement § 5.2.

D. Settlement Administration

Defendants will provide the PAGA Member Data to the Administrator within 20 business days of the Effective Date. Settlement Agreement §§ 1.5, 4.2. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Member Data omitted PAGA Member identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. *Id*.

Defendants shall fully fund the Total Settlement Amount by transmitting the funds to the Administrator no later than 45 calendar days after the Effective Date. Settlement Agreement §§ 1.5, 4.3. The Effective Date is the date by which the Judgment "becomes final," which occurs only after the Court grants the motion for approval of the Settlement and upon the latter of (i) the period for filing any appeal, writ, or other appellate proceeding challenging or opposing the Settlement (i.e., 60 days following entry of judgment) has elapsed without any appeal, writ, or other appellate proceeding having been filed; (ii) any appeal, writ or other appellate proceeding challenging or opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (iii) any appeal, writ or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective, and TCS will not be obligated to fund this Settlement, until the Court's order approving the Settlement is completely final, final judgment is entered, and there is no further recourse by an appellant, objector, or intervenor who seeks to contest the Settlement. *Id*. at § 1.5.

Within 30 calendar days after Defendants funds the TSA, the Settlement Administrator will issue checks for the Individual PAGA Payments and send them to PAGA Members along with the PAGA Settlement Notice via First-Class U.S. Mail to PAGA Members' last known mailing address. Settlement Agreement § 4.5. The Administrator must conduct a PAGA Member Address Search for all other PAGA Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. *Id*. at § 4.7. Within 7 calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. *Id*.

The Individual PAGA payments will expire one hundred eighty (180) calendar days from the date they are issued by the Administrator. Settlement Agreement § 4.6. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member. Settlement Agreement § 4.8. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. *Id*. at § 3.7, 8.4.

Within 30 calendar days after Defendants funds the TSA, the Administrator will also pay the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees

Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payments. Settlement Agreement § 4.5. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service Payments shall not precede disbursement of the Individual PAGA Payments. *Id*.

Within 10 business days after the Administrator disburses all funds in the TSA, the Settlement Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements. Settlement Agreement § 4.9.

Pursuant to California Labor Code Section 2699(s)(2), Plaintiff submitted the proposed Settlement Agreement to the LWDA on February 2, 2026.[1] Yslas Decl. at ¶ 33, Ex. 5. Plaintiff will submit a copy of the Court's judgment and order approving the Settlement Agreement to the LWDA within ten (10) days after entry of judgment or order. *Id*.

IV. THE COURT SHOULD GRANT APPROVAL OF THE PAGA SETTLEMENT

A. Legal Standard

Labor Code § 2699(l) requires that the Court "shall review and approve any settlement of any civil [PAGA] action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." In doing so, the trial court must consider whether the settlement is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *Moniz v. Adecco USA, Inc*., 72 Cal. App. 5th 56, 77-78 (Cal. Ct. App. Nov. 30, 2021) (overruled in part on other grounds); *see also O'Connor v. Uber Technologies, Inc*., 201 F. Supp. 3d 1110, 1133 (N.D. Cal. 2016) (adopting guidance from the LWDA providing that "when a PAGA claim is settled, the relief provided for under the PAGA [must] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public").

The court's role in reviewing PAGA settlements differs from its gatekeeping function in

[1] Plaintiff's PAGA Notice is dated January 2, 2024, however, due a technical error with the LWDA's payment system, Plaintiff was required to send payment to the LWDA via check which resulted in a submission date of January 3, 2024.

the class action context. In class actions, courts have a fiduciary duty to protect the interests of absent class members, whose individual claims will be discharged. *Kullar v. Foot Locker Retail, Inc*., 168 Cal.App.4th 116, 129 (2008). In this role, courts conduct an "independent assessment of the adequacy of the settlement terms," which requires them to have sufficient data and information about the amount in controversy and the realistic range of outcomes. *Id*. at 132. Courts consider a variety of factors in conducting this analysis, including whether the settlement is negotiated at an arm's length, whether there is sufficient discovery and information to permit parties and the court to act intelligently, whether the attorneys have experience with the type of issues, and whether the number of objectors is small. *Dunk v. Ford Motor Co*., 48 Cal.App.4th 1794, 1800-1801 (1996).

However, a PAGA representative action is "not akin to a class action," it "is a species of qui tam action." *Flores v. Starwood Hotels & Resorts Worldwide, Inc*., 253 F.Supp.3d 1074, 1076 (C.D. Cal. 2017). When reviewing a PAGA-only settlement, courts do not consider the value of individuals' claims for damages because a PAGA settlement does not release those claims. *See Kim v. Reins Int'l California, Inc*., 9 Cal.5th 73, 87 (2020) (PAGA claims differ from individual claims); *ZB, N.A. v. Superior Court*, 8 Cal.5th 175, 188 (2019) (noting that PAGA penalties do not seek damages that are compensatory in nature). "The state's interest in such an action is to enforce its laws, not to recover damages on behalf of a particular individual." *Huff v. Securitas Sec. Servs., USA, Inc*., 23 Cal.App.5th 745, 760 (2018). Instead of focusing on fair recovery for individual claims, the goal of PAGA enforcement is to achieve "maximum compliance with state labor laws." *Id*. at 756; *see also Iskanian*, 59 Cal.4th at 383 (noting that the goal of PAGA is to impose civil penalties for Labor Code violations "significant enough to deter violations"); *McKenzie v. Federal Exp. Corp*., 765 F.Supp.2d 1222, 1233 (C.D. Cal. 2011) ("Unlike a class action seeking damages… for injured employees, the purpose of PAGA is to incentivize private parties to recover civil penalties for the government that otherwise may not have been assessed and collected by overburdened state enforcement agencies.").

B. The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful and Fulfill PAGA's Underlying Purpose to Benefit the Public

The Settlement of $1,440,000.00 penalizes Defendants for the alleged violations of California's labor laws in an amount that is significant enough to deter violations and provide genuine and meaningful relief – and approximately $919,291.96[2] in PAGA Penalties to the State of California and PAGA Members – thus fulfilling the underlying purpose of PAGA to benefit the public. Yslas Decl. at §§ 7-11; *see Jordan v. TCS Grp., Inc.*, No. EDCV161701JVSSPX, 2018 WL 1409590, at *3 (C.D. Cal. Jan. 5, 2018) ("The proposed settlement imposes a substantial penalty payment of $150,000.00, paid in exchange for a release of only those claims pled in the notice to the LWDA and the Complaint. This penalty has a substantial deterrent effect on TCS and other California employers. Furthermore, the proposed settlement encourages compliance with the specific requirements of the Labor Code, which has the effect of protecting workers from unlawful employment practices and working conditions."); *Echavez v. Abercrombie & Fitch Co.*, No. CV 11-09754-GAF, 2017 WL 3669607, at *3 (C.D. Cal. Mar. 23, 2017) (finding that "[t]he primary purpose of PAGA, i.e., the empowerment of Aggrieved Employees to act as private attorneys general to collect civil penalties from their employers for Labor Code violations, [was] served by the proposed PAGA penalty in the parties' settlement agreement," where $340,000 of $700,000 settlement was allocated to PAGA penalties which were divided 75% to the LWDA and 25% to an estimated 10,000 Aggrieved Employees).

This PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties. Plaintiff calculated that the maximum amount of statutory PAGA civil penalties was potentially $5,158,700.00 for an estimated 1,147 employees based on 51,587 pay periods.[3] Yslas Decl. at ¶ 8. Importantly, however, these calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be at a lower

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[2] The Net Settlement Amount of $919,291.96 was calculated using the following arithmetic: $1,440,000.00 minus $480,000.00 for Plaintiff's Counsel's attorneys' fees, minus $25,708.04 for Plaintiff's Counsel's litigation expenses, minus $10,000.00 for administration costs, and minus $5,000.00 for the class representative service payment to Plaintiff.

[3] Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of $5,158,700.00 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Courts to consider the issue have refused to "stack" penalties. *See Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504 (2018).

rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." *See Carrington v. Starbucks Corp*., 30 Cal.App.5th 504 (2018) (affirming a judgment after trial that only provided for a PAGA penalty of $5 per pay period). Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. *See Fleming v. Covidien*, No. ED CV 10-01487 RGK (OPx), 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. Aug. 12, 2011) (a federal court reduced PAGA penalties from $2,800,000.00 to $500,000.00, a reduction of 82.2%, because the court found maximum penalties "unjust" because the employees had suffered no injuries).

C. The Settlement is Reasonable Given the Risks of Further Litigation

In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc*., No. BCV-23-102915, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. Jan. 31, 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to prove, among other things, that each PAGA Member suffered a violation for each period the employee worked in relation to (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; and (9) and failure to produce requested employment records.

Defendants maintain that Plaintiff and the PAGA Members were properly compensated, and that Defendants did not commit any violations of the Labor Code as to Plaintiff or the PAGA Members. Yslas Decl. at ¶ 9. Accordingly, Defendants dispute and deny Plaintiff's allegations and claims asserted in the operative complaint which are resolved by the Settlement Agreement. *Id*. Defendants asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. *Id*. Defendants could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional, and at least one Court has so ruled. *Id*. These defenses present a risk to the PAGA claim and the potential that some or all the PAGA penalties sought may not be awarded. *Id*.

While Plaintiff is confident in the merits of the case, a legitimate controversy exists as to each cause of action for penalties, the factual allegations, the evidentiary basis, and the underlying claims. Yslas Decl. at ¶ 10. Plaintiff also took into account the fact that continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and potentially reduce any recovery to the State of California and the PAGA Members. *Id*. Assuming Plaintiff could prove at least one violation per pay period and the Court awarded $100.00 in PAGA penalties for each of the 51,587 pay periods during the PAGA Period (estimated as of the date of mediation), the total penalties would be approximately $5,158,700.00. *Id*. As such, the Total Settlement Amount of $1,440,000.00 is approximately 27.91% of the maximum potential liability in this case. *Id*.

Thus, when the risks of litigation, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are considered, it is clear the settlement amount of $1,440,000.00 is reasonable and in the best interest of the State of California and the public. Yslas Decl. at ¶ 11. Plaintiff objectively and knowledgably balanced the strengths and weaknesses of his claims against the risk of continued litigation and were able to determine a realistic range of settlement recovery for PAGA penalties. *Id*. The Settlement therefore accomplishes PAGA's objectives by imposing sufficient civil penalties "to punish and deter" Defendants from future alleged Labor Code violations, while also ensuring that the penalties are not "unjust, arbitrary and oppressive, or confiscatory." Lab. Code § 2699(e)(2); *Iskanian*, 59 Cal. 4th at 384.

V. THE ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE

PAGA Counsel seeks approval of attorneys' fees from the PAGA settlement in the amount of $480,000.00 representing one third (1/3) of the TSA and costs not to exceed $40,000.00. Settlement Agreement § 3.3. Plaintiff is entitled to attorneys' fees under Labor

Code section 2699(g)(l), which provides that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs." Lab. Code § 2699(g)(1); *see also Gouskos v. Aptos Village Garage, Inc*., 94 Cal.App.4th 754, 765 (2001) (holding that attorneys' fees to prevailing party are mandatory when the statute uses the word "shall"). It is undisputed that Plaintiff is the prevailing party. *See Graciano v. Robinson Ford Sales, Inc*., 144 Cal. App. 4th 140, 153 (2006) ("[P]laintiffs may be considered 'prevailing parties' for attorney's fee purposes if they succeed on any significant issue in the litigation that achieves some of the benefit the parties sought in bringing suit.") (internal citation omitted). Accordingly, Plaintiff is entitled to recover attorneys' fees and costs.

A. Plaintiff's Counsel's Requested Attorneys' Fees Are Reasonable under the Common Fund Method

The request for attorneys' fees as a percentage of the gross settlement amount is supported by the "common fund theory," where "one who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits, may require those passive beneficiaries to bear a fair share of the litigation costs." *Serrano v. Priest*, 20 Cal.3d 25, 35 (1977).

The purpose of the common fund approach is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent v. Hughes Air West, Inc*., 557 F.2d 759, 769 (9th Cir. 1977). Thus, the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share." *City and County of San Francisco v. Sweet*, 12 Cal.4th 105, 110 (1995); *see Quinn v. State of California*, 15 Cal.3d 162, 167 (1975) ("[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs.").

A number of other courts have recognized the advantages of awarding fees as a percentage of the common fund over the alternative lodestar approach, which usually involves wading through voluminous and often indecipherable time records. *See*, e.g., *In re Activision*

Securities Litigation, 723 F.Supp. 1373, 1375 (N.D. Cal. 1989). The percentage approach is preferable to the lodestar method because: (1) it provides predictability to counsel; (2) encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) reduces the demands on judicial records. *Id*. at 1378-79; *see also Lealao v. Beneficial Cal., Inc*., 82 Cal.App.4th 19, 28 (2000) (discussing findings of task force commissioned by the Third Circuit, which "concluded that the lodestar approach (1) increases the workload of an already overtaxed judicial system, (2) is insufficiently objective and produces results that are far from homogenous, (3) creates a sense of mathematical precision that is unwarranted in terms of the realities of the practice of law, (4) is subject to manipulation by judges who prefer to calibrate fees in terms of percentages of the settlement fund or the amounts recovered by the Claimants or of an overall dollar amount, (5) encourages lawyers to expend excessive hours, and engage in duplicative and unjustified work, (6) creates a disservice for the early settlement of cases, (7) deprives trial courts of flexibility to reward or deter lawyers so that desirable objectives, such as early settlement, will be fostered, (8) works to the particular disadvantage of the public interest bar, and (9) results in confusion and lack of predictability.").

The percentage of attorneys' fees set forth in the Settlement Agreement – one third (1/3) of the Total Settlement Amount – is reasonable. Historically, courts have awarded percentage fees in the range of 20% to 50% in common fund cases. *Newberg on Class Actions*, 4th Ed. 2002, § 14:6. *Newberg* notes that achievement of a substantial recovery with modest hours expended should not be penalized but should be rewarded for considerations of time saved by superior services performed. *Id*. Furthermore, California and federal courts have long recognized that a percentage of recovery for attorneys' fees is properly awarded on the basis of the total value. *Boeing v. Van Gemert*, 444 U.S. 472, 480-481 (1980); *see also In re Consumer Privacy Cases*, 175 Cal.App.4th 545, 558 n.13 (2009) ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.")

The Court should also consider that Plaintiff's counsel's efforts have resulted in substantial benefits to the State of California and the PAGA Members, in the form of a significant, non-reversionary settlement fund established to compensate the State of California and the PAGA Members and to penalize Defendants for the alleged PAGA violations. Without the efforts of Plaintiff's counsel, the claims alleged in the complaint would likely have gone without remedy. Yslas Decl. at ¶ 30.

B. A Lodestar Cross-Check with a Modest Multiplier Confirms the Reasonableness of the Requested Fee

Although *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 489 (2016) makes clear that a lodestar cross-check is not required, Class Counsel's lodestar supports the reasonableness of the requested fee. The lodestar is determined by multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided." *Id*. The factors that can be considered include "the nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances in the case." *Melnyk v. Robledo*, 64 Cal.App.3d 618, 623-624 (1976) (citations omitted).

Additionally, Courts utilize "multipliers" to account for the risk of taking on cases where there is no guarantee of recovery, uncertainties as the amount that will be recovered, uncertainty as to the cost of litigating the case (both in effort and expenses), and uncertainty about how much time will pass before the recovery is obtained. *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-33 (2001); see also *Serrano v. Priest*, 20 Cal. 3d 25, 48-49 (1977) (approving the adjustment of the lodestar figure based on factors specific to the case to ensure fair market value for legal services provided on a contingency basis). Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. *Ketchum*, 24 Cal.4th at 1133.

Generally, "[m]ultipliers can range from 2 to 4 or even higher." *Wershba v. Apple Computers, Inc.*, 91 Cal.App.4th at p. 255 (2001); *see also Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a cross-check in an antitrust class action); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th, 60 (2008) (applying a 2.5 multiplier on a lodestar cross-check); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th Cir. 2002) ("most" common fund cases apply a multiplier of 1.0-4.0); *Laffitte v. Robert Half Int'l*, 231 Cal. App. 4th 860, 881-82 (2004) (affirming a 2.13 multiplier after finding that "2 to 4" is a reasonable range for multipliers on a cross-check). Here, the application of a modest 1.14 multiplier supports Class Counsels' fee request of $360,000.00. Yslas MFA Decl., ¶¶ 18-19.

The risk factors present in this case favor the application of a 1.081 multiplier. Yslas MFA Decl.¶ 29. To begin, Plaintiff's Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. *Id*. And, while Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action posing an actual risk that Plaintiff may not succeed at trial. *Id*. Any of these obstacles could have prevented recovery completely, meaning Plaintiff's Counsel would have been left with no compensation for all the time and money invested in litigating this case. *Id*. Despite these risks, Plaintiff's Counsel took this case on a contingency basis so that PAGA Members (a particularly vulnerable group of hourly paid workers) could be compensated for their unpaid wages. *Id*. Consequently, Plaintiff's Counsel was precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain. *Id*.

C. Plaintiff's Counsel's Rates Are Similar to Those Approved by California Courts in Comparable Cases.

Plaintiff's Counsel's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions. Yslas Decl. at ¶ 24. Plaintiff's Counsel's rates are well within the range of hourly rates that the Los Angeles legal marketplace would compensate counsel for similar services accomplishing similar results. *Id*. For example, in *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the court found that counsel's 2022 hourly rates of $1,100 and $1,000 per hour were reasonable for the plaintiff's five senior attorneys, including $1,000 per hour for the plaintiff's 23-year lead counsel and $850 per hour for a senior associate. *Id*. These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id*. The rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC*, *et al*. (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of $1,300 per hour reasonable for plaintiff's 32-year attorney and $1,000 per hour reasonable for a 14-year attorney. *Id*. The modest 1.081 multiplier requested here is even more compelling given PAGA counsel represents approximately 1,147 PAGA Members. *Id*.

Plaintiff's Counsel has also been approved as Class Counsel by courts in California. Yslas Decl. at ¶ 25. *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 County Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County 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 County 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, Case No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v. Compassionate Heart*, Orange County Superior Court, Case No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus Valley Management Services, Inc.*, Riverside County Superior Court, Case No. CVRI2301768; *Torres v. HomeShield Pest Control Inc.*, Placer County Superior Court, Case No. S-CV-0049525; *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, Case

No. 23CV415661; *Simpson v. Arcos*, Riverside Superior Court, Case No. CVRI2303337; *Payne v. Planned Parenthood: Shasta-Diablo, Inc.*, San Francsico County Superior Court, Case No. CGC-23-607359. *Id*. The total hours expended on this action are reasonable and in line with those expended in comparable cases. *Id*.

In cases in which Plaintiff's Counsel has been approved as Class Counsel, California courts have approved rates similar to those requested by Plaintiff's Counsel in the instant case. Yslas Decl. at ¶ 26. *See*, e.g., *Rodolfo Ponce v. Youbar, Inc.*, Los Angeles County Superior Court, Case No. 22STCV37519 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Sabrina N. Batres v. Wish Automotive II, Inc. dba Infiniti of Van Nuys*, Los Angeles County Superior Court, Case No. 23STCV19968 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Diandrea Correa et al. v. CareMeridian, LLC, et. al.,* Los Angeles County Superior Court, Case No. 23STCV10707 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Fawn F. Bekam ($800.00), Diego Aviles ($800.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Carlos Santos Granados v. Sunny Hills Management Co., Inc.,* Los Angeles County Superior Court, Case No. 23STCV02109 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Courtney M. Miller ($650.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Kayla Kurges v. Khanna Enterprises, Ltd. dba Sheraton Agoura Hills,* Los Angeles County Superior Court, Case No. 24STCV01590 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Thora Magney et al. v. Levi Strauss & Co., et al.*, Los Angeles County Superior Court, Case No. 24STCV02320 (WLF's rates were approved as follows: John G. Yslas

($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Fawn F. Bekam ($800.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Armando Muniz, et al. v. Lot LLC, dba Lot Management LLC (fka Red Cow, Inc.) et. al.*, Los Angeles County Superior Court, Case No. 22STCV32901 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *George Munoz v. Century West, LLC dba Century West BMW*, Los Angeles County Superior Court, Case No. 23STCV04247 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Ivan S. Martinez II et. al. v. The Haar Company, et. al.,* Los Angeles County Superior Court, Case No. 23STCV21651 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)). *Id*.

The total hours expended on this action were reasonable and in line with comparable cases. *Id*. While it is not necessary to substantiate the fee award with a lodestar in this PAGA Action, it should be noted that PAGA Counsel spent approximately 485 hours prosecuting this action, resulting in a lodestar of $444,220.00. Yslas Decl. at ¶ 28. PAGA Counsel dedicated significant resources to this case by dividing the tasks required according to skill level. Yslas Decl. at ¶ 27. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. *Id*.

Considered against the risks of continued litigation, and the importance of advocating for employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the PAGA Members. PAGA Counsel's fee request is fair and reasonable and should be approved.

D. PAGA Counsel's Costs Are Reasonable

PAGA Counsel is entitled to reimbursement of its litigation costs under PAGA. *See* Lab. Code § 2699(k)(l) ("Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."). The Settlement provides for reimbursement of costs not to exceed $40,000.00. Settlement Agreement § 3.2.2. To date, PAGA Counsel has incurred costs in the amount of $25,708.04. [4] Yslas Decl. at ¶ 31, Ex. 3. These costs were reasonably incurred in prosecuting this Action on behalf of the PAGA Members and should be approved by the Court. *Id*. Accordingly, PAGA Counsel respectfully requests the Court approve costs in the amount of $25,708.04.

VI. THE REQUESTED PAGA REPRESENTATIVE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

Both the State of California and the PAGA Members are beneficiaries of a settlement that would not have been made possible but for the effort and commitment of Plaintiff. The Settlement provides the Plaintiff shall be paid a PAGA Representative Service Payment not to exceed $5,000.00, in recognition of his efforts in bringing and presenting the Action. Settlement Agreement § 3.5. The requested payment is intended to recognize Plaintiff's effort in bringing the Action, serving as private attorneys general under PAGA, assisting counsel with the investigation, litigation, and settlement, regularly conferring with counsel on the status of the case, and reviewing the proposed settlement to ensure that its terms are fair and achieve PAGA's objectives.

Plaintiff has provided a declaration detailing the risk he faced in bringing the suit, the notoriety and personal difficulties he encountered, the amount of time and effort he spent on this litigation, the duration of this litigation, and the personal benefit he will receive as a result of the litigation. *See generally* Declaration of Plaintiff Moises Ross in Support of Plaintiff's Motion for Approval of PAGA Settlement ("Ross Decl."). Plaintiff also faced the real risk that future employers may not hire him because he each lent his name as a PAGA representative in

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[4] Because PAGA Counsel's costs are less than $40,000.00, upon approval of $25,708.04 for the PAGA Counsel Expenses Payment, the remaining $14,291.96 will revert to the NSA to be distributed as PAGA Penalties to the LWDA and PAGA Members. Yslas Decl. at ¶ 31.

this case, and he could have been liable for Defendants' litigation costs if the case went to trial and he lost. Ross Decl. at ¶¶ 4, 6. Accordingly, Plaintiff respectfully requests that the Court approve the PAGA Representative Service Payment in the amount of $5,000.00.

VII. CONCLUSION

Based on the foregoing, Plaintiff respectfully requests this Court approve the PAGA settlement as set forth in the Settlement Agreement and enter the proposed order and judgment submitted herewith.

Dated: February 2, 2026

WILSHIRE LAW FIRM, PLC

By: ______________________________
Emily Borman
Attorneys for Plaintiff