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FILED
Superior Court of California
County of Los Angeles

04/13/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ODALYS A EGUIZABAL PEREZ,
individually, and on behalf of other members of
the general public similarly situated,

Plaintiff,

v.

OPYA, INC., a Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No. 24STCV26956
Judge: Hon. Lawrence P. Riff, Dept.: 7

Complaint Filed: October 15, 2024
FAC Filed: December 10, 2024
Trial Date: Not Yet Set

PAGA REPRESENTATIVE ACTION

**JOINT STIPULATION REQUESTING
APPROVAL OF A PAGA SETTLEMENT
AND TO ENTER JUDGMENT;
~~PROPOSED~~ ORDER AND JUDGMENT**

[Filed concurrently with: Declarations of
Plaintiff's Counsel and Plaintiff.]

1 **IT IS HEREBY STIPULATED AND AGREED BY THE BELOW PARTIES,**
2 **THROUGH THEIR RESPECTIVE COUNSEL OF RECORD, AS FOLLOWS:**

3 **WHEREAS**, on or about October 15, 2024, plaintiff Odalys A Eguizabal Perez
4 (“Plaintiff”) submitted a letter to the California Labor and Workforce Development Agency
5 (“LWDA”) which provided notice pursuant to the Labor Code Private Attorneys General Act of
6 2004 (Lab. Code § 2699, *et seq.*) (“PAGA”) of Plaintiff’s allegations regarding purported
7 violations of California law against defendant OPYA, INC. (“Defendant”) and the factual
8 assertions supporting those allegations (the “PAGA Notice”); (*See* the Declaration of Conor J.D.
9 Gomez filed in support of this stipulation for approval [“PAGA Counsel Decl.”], ¶¶ 3-5 and
10 **Exhibit 1**, a true and correct copy of Plaintiff’s PAGA Notice, and **Exhibit 2**, true and correct
11 copies of evidence of Plaintiff’s submission of the PAGA Notice to the LWDA, attached
12 thereto.) Plaintiff and Defendant are referred to individually as a “Party” and collectively as the
13 “Parties.”

14 **WHEREAS**, On or about October 15, 2024, Plaintiff filed a class action lawsuit. On or
15 about December 10, 2024, after exhausting the requisite pre-filing notice period pursuant to
16 PAGA, Plaintiff filed a representative action in the Superior Court of California, County of Los
17 Angeles, with the above listed case number, seeking civil penalties pursuant to PAGA against
18 Defendant for the purported violations of California law alleged in Plaintiff’s PAGA Notice
19 (the “Action”). (*See* PAGA Counsel Decl., ¶ 6.) Plaintiff and Defendant then stipulated to
20 dismiss the class claims, which was approved by the Court on February 21, 2025. (*Id.*);

21 **WHEREAS**, Defendant denies Plaintiff’s allegations in the operative complaint filed in
22 the Action;

23 **WHEREAS**, on or about August 26, 2025, the Parties reached a resolution through private
24 mediation with Louis Marlin; (*See* PAGA Counsel Decl., ¶ 7.)

25 **WHEREAS**, in deciding to settle the claims alleged in the Action, Plaintiff considered
26 and took into account the sharply disputed factual and legal issues involved in the Action, the
27 validity and strength of the allegations, potential issues with proving the claims at trial, the risks
28 associated with further litigation, the financial condition of Defendant, the likelihood of and

challenges involved in collecting any prospective judgment or settlement from the Defendant, and the substantial benefits which would be received by Plaintiff and the other potential beneficiaries under the Settlement, and determined that the settlement satisfies the public policy interests of PAGA and is fair to and in the best interests of Plaintiff and the potential beneficiaries under the Settlement; (*See* PAGA Counsel Decl., ¶ 8.)

WHEREAS, on or about March 23, 2026, a settlement agreement stating the complete terms of the settlement between the Parties was fully executed; (*See* PAGA Counsel Decl., ¶¶ 9-10 and **Exhibit 3** attached thereto, a true and correct copy of the Parties’ settlement agreement relating to the claims in the Action [the “Settlement” or “Settlement Agreement”].)

WHEREAS, the Parties’ Settlement Agreement includes the following key terms:

1. “Administrator” under the Settlement means: Phoenix Settlement Administrators, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement; (*See* Settlement Agreement, ¶ 1.2.)
2. “Aggrieved Employees” under the Settlement means: means all individuals who worked for Defendant as a nonexempt, hourly employee in California during the PAGA Period; (*See* Settlement Agreement, ¶ 1.4.)
3. “Effective Date” under the Settlement means: 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; (*See* Settlement Agreement, ¶ 1.11.)
4. “PAGA Period” under the Settlement means: means the period from October 15, 2023 to October 25, 2025; (*See* Settlement Agreement, ¶ 1.21.)
5. “Released PAGA Claims” under the Settlement means: 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 Plaintiff’s October 15, 2024 PAGA Notice. The Released PAGA Claims are those that accrued during the PAGA Period; (*See* Settlement Agreement, ¶ 5.2.)
6. “Released Parties” under the Settlement means Defendant and each of its former and

present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns; (*See* Settlement Agreement, ¶ 1.27.)

7. **\$210,000.00** will be paid by Defendant, with that amount potentially increasing if the Escalator Clause described below is triggered (the “Gross Settlement Amount” or “GSA”); (*See* Settlement Agreement, ¶ 1.12.)

8. The amounts which will be deducted from the Gross Settlement Amount are:

- a. Up to **\$10,000.00** paid to Plaintiff as an enhancement and in recognition of the efforts undertaken and service provided by Plaintiff on behalf of the Aggrieved Employees (*see* Settlement Agreement, ¶ 3.2.1),
- b. Up to **one-third of the GSA** (currently estimated to total **\$70,000.00**) paid to Plaintiff’s counsel for attorneys’ fees incurred in the Action (*see* Settlement Agreement, ¶ 3.2.2 and PAGA Counsel Decl., ¶¶ 13-22),
- c. Up to **\$16,133.14** paid to Plaintiff’s counsel for costs incurred in the Action (*see* Settlement Agreement, ¶ 3.2.2 and PAGA Counsel Decl., ¶¶ 23-24 and **Exhibit 4** attached thereto), and
- d. Up to **\$4,750.00** paid to the Administrator as compensation for administering the Settlement (*see* Settlement Agreement, ¶ 3.2.3 and PAGA Counsel Decl., ¶¶ 25-26 and **Exhibit 5** attached thereto);

9. The monetary amount remaining after deducting from the GSA the amounts listed in the immediately preceding paragraph (the “Net Settlement Amount”) (currently estimated to total **\$109,116.86**) shall be apportioned between the Aggrieved Employees and the LWDA, with the Aggrieved Employees receiving **35%** of the Net Settlement Amount (currently estimated to total **\$38,190.90**) and the LWDA receiving **65%** of the Net Settlement Amount (currently estimated to total **\$70,925.96**); (*See* Settlement Agreement, ¶ 3.2.4 and PAGA Counsel Decl., ¶ 11.)

10. Escalator Clause: Based on its records, Defendant represents there are 308 Aggrieved Employees who worked a total of 4,870 PAGA Pay Periods during the PAGA Period. If, on final calculation, the total number of Pay Periods worked by Aggrieved Employees

during the PAGA period exceeds 4,870 Pay Periods by more than 10% (i.e. more than 487 pay periods), then the GSA will be increased proportionally by the number of pay periods worked in excess of 10% greater than 4,870 (i.e. 5,357). For example, if the final number of total PAGA Pay Periods is 11% more than the estimated number of PAGA Pay Periods stated above, then the GSA will increase by 1%. If the total number of PAGA Pay Periods exceeds 5,357, instead of increasing the GSA, Defendant may modify the PAGA Period end date to a date prior to October 25, 2025 and thereby reduce the number of PAGA Pay Periods to approximately 5,357 PAGA Pay Periods, so long as doing so does not result in the PAGA Period end date being set to a date prior to August 26, 2025. (*See Settlement Agreement, ¶ 7.*)

11. Aggrieved Employee Data: Defendant shall deliver to the Administrator the necessary Aggrieved Employee identifying information and contact information no later than 7 days after the Court grants approval of the Settlement; (*See Settlement Agreement, ¶ 4.2.*)
12. Funding of the Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount no later than 60 days after the Effective Date; (*See Settlement Agreement, ¶ 4.3.*)
13. Payments from the Gross Settlement Amount: The Administrator shall distribute the Settlement funds within 10 days after Defendant fully funds the Gross Settlement Amount; (*See Settlement Agreement, ¶ 4.4.*)
14. Void Date: Checks issued by the Administrator to the Aggrieved Employees shall be valid for 180 days after the date on which they were mailed (the “Void Date”) and shall be thereafter voided; (*See Settlement Agreement, ¶ 4.4.1.*) and
15. Recipient of Residual Settlement Amounts: For any Aggrieved Employee whose Settlement check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California State Controller’s Unclaimed Property Fund in the name of the Aggrieved Employee; (*See Settlement Agreement, ¶ 4.4.3.*)

WHEREAS, Plaintiff’s requested enhancement/service award is reasonable, appropriate, and justified and is intended to compensate Plaintiff for: (1) the substantial time and effort that Plaintiff has expended on behalf of the State and the Aggrieved Employees (*see*

generally the Declaration of Plaintiff filed in support of this stipulation for approval [“Plaintiff Decl.”]), (2) the risks faced by Plaintiff as a result of bringing this Action (*see id.*), (3) the fact that Plaintiff put the interests of the State and other Aggrieved Employees ahead of their own interests, and (4) the substantial benefits conferred upon the State and the Aggrieved Employees as a result of Plaintiff’s actions; (*See* PAGA Counsel Decl., ¶ 12.)

WHEREAS, Plaintiff’s requested attorneys’ fees are reasonable, appropriate, and justified because Plaintiff’s counsel expended significant time and resources litigating this case and achieved a significant monetary recovery for the Aggrieved Employees and the State (who elected not to take the case after receiving Plaintiff’s PAGA Notice) in an uncertain and risky case, Plaintiff’s counsel bore the substantial burden and costs of pursuing representation on a contingency basis and thereby significantly delayed receiving any compensation for work performed and risked receiving nothing at all, the attorneys’ fees percentage requested is in line with common practice and market rates, and Plaintiff’s counsel’s lodestar attorneys’ fees are in line with the attorneys’ fees requested; (*See* PAGA Counsel Decl., ¶¶ 13-22.)

WHEREAS, Plaintiff’s requested costs are reasonable, appropriate, and justified because they are the actual costs which Plaintiff has incurred or soon will incur in litigating and resolving this Action; and (*See* PAGA Counsel Decl., ¶¶ 23-24 and **Exhibit 4** attached thereto, a true and correct copy of a list of Plaintiff’s costs incurred in pursuing this Action.)

WHEREAS, PAGA, including especially Labor Code sections 2699(s)(2), 2699.3(b)(4), and 2699.3(f)(16), mandates that this Court review and approve any settlement of any civil action filed pursuant to PAGA to ensure the settlement is reasonable and fair to those affected and that Plaintiff has adequately represented the state’s interest, but does not require the Parties or this Court to follow the procedures required to approve the settlement of a class action.

WHEREAS, the California Judges Benchbook: Civil Procedure Before Trial section 5.65, Judicial Practice (April 2025 Update) states in relevant part that “if a PAGA case resolves as an independent case, the request for court approval may be set as a noticed motion or submitted to the court for review based on a stipulation by the parties.”

NOW, THEREFORE, the Parties jointly stipulate and request that the Court approve

1 the Parties' Settlement Agreement and the distribution process described therein and sign the
2 attached proposed stipulated order and judgment.

3
4 Dated: April 10, 2026

WILSHIRE LAW FIRM, PLC

5 By: /s/ Conor Gomez

6 Thiago M. Coelho

7 Lauren Lenzion

8 Jennifer M. Leinbach

9 Alan Wilcox

Conor Gomez

Attorneys for Plaintiff

10 Dated: April 10, 2026

JACKSON LEWIS P.C.

11 By: /s/ Maia Mdinardze

12 Amanda G. Papac

13 Adam Y. Siegel

14 Maia Mdinardze

15 Attorneys for Defendant

~~PROPOSED~~ ORDER AND JUDGMENT

The Court, having reviewed plaintiff Odalys A Eguizabal Perez’s (“Plaintiff”) and defendant OPYA, INC.’s (“Defendant”) (Plaintiff and Defendant are referred to individually as a “Party” and collectively as the “Parties”) Joint Stipulation Requesting Approval of a PAGA Settlement and to Enter Judgment and the supporting declaration(s) and attachments filed concurrently with this Order and Judgment (collectively, the “Stipulation”) and having found good cause for doing so, orders as follows:

1. The Court hereby grants the Parties’ Stipulation, approves the Parties’ the settlement agreement dated on or about March 23, 2026, and attached as Exhibit 2 to the Declaration of Conor J.D. Gomez filed in support of this stipulation for approval (the “Settlement”), and enters Judgment according to the stipulation of the Parties.
2. Judgment is for Plaintiff and the California Labor and Workforce Development Agency (“LWDA”) and against Defendant.
3. Each Party shall bear their own attorneys’ fees and costs, except as provided for in the Settlement and this Order and Judgment.
4. “PAGA Period” means the approved time period covered by the Settlement, from October 15, 2023 to October 25, 2025.
5. “Aggrieved Employees” means all individuals who worked for Defendant as a non-exempt, hourly employee in California during the PAGA Period.
6. Defendant shall pay the Gross Settlement Amount of \$210,000.00 (“Gross Settlement Amount” or “GSA”) in accordance with the terms of the Settlement.
7. The “Net Settlement Amount” means the Gross Settlement Amount minus the following amounts:
 - a. The Court approves payment from the GSA to Plaintiff in the amount of \$10,000.00 as an enhancement and in recognition of the efforts undertaken and service provided by Plaintiff on behalf of the Aggrieved Employees and the State of California;
 - b. The Court approves payment from the GSA to Plaintiff’s counsel, Wilshire Law Firm, PLC, in the amount of one-third of the GSA (currently \$70,000.00) as

- 1 reasonable attorneys' fees, subject to the escalator clause stated in the Settlement,
2 which may subsequently increase the GSA and correspondingly increase the
3 attorneys' fees awarded as stated in the Settlement;
- 4 c. The Court approves payment from the GSA to Plaintiff's counsel, Wilshire Law
5 Firm, PLC, in the amount of \$16,133.14 as reasonable costs; and
- 6 d. The Court approves payment from the GSA to the Administrator, Phoenix Class
7 Settlement Administrators, Inc., in the amount of \$4,750.00 as reasonable
8 compensation for administering the Settlement.
- 9 8. 35% of the Net Settlement Amount shall be distributed to the Aggrieved Employees as
10 stated in the Settlement and 65% of the Net Settlement Amount shall be distributed to the
11 LWDA as stated in the Settlement.
- 12 9. Effective on the date when Defendant fully funds the Gross Settlement Amount, Aggrieved
13 Employees will release all claims for PAGA civil penalties that are alleged or reasonably
14 could have been alleged based on the facts alleged in the operative complaint and in
15 Plaintiff's October 15, 2024, PAGA Notice. The Released PAGA Claims are those that
16 accrued during the PAGA Period.
- 17 10. The Court directs the Parties and the Administrator to carry out the terms of the Settlement.
- 18 11. In accordance with the Settlement, Defendant shall deliver to the Administrator the
19 necessary Aggrieved Employee identifying information and contact information within 7
20 days of the date of this Order and Judgment.
- 21 12. In accordance with the Settlement, Defendant shall fully fund the Gross Settlement Amount
22 by transmitting the funds to the Administrator within 60 days of the date of this Order and
23 Judgment.
- 24 13. In accordance with the Settlement, the Administrator shall distribute the Settlement funds
25 within 10 days after Defendant fully funds the Gross Settlement Amount.
- 26 14. In accordance with the Settlement, checks issued by the Administrator to the Aggrieved
27 Employees shall be valid for 180 days after the date on which they were mailed (the "Void
28 Date") and shall be thereafter voided.

- 1 15. In accordance with the Settlement, for any Aggrieved Employee whose Settlement check
2 is uncashed and canceled after the Void Date, the Administrator shall transmit the funds
3 represented by such checks to the California State Controller's Unclaimed Property Fund
4 in the name of the corresponding Aggrieved Employee.
- 5 16. Pursuant to Code of Civil Procedure section 664.6, this Court retains jurisdiction over this
6 action and the Parties, their respective counsel, and the Administrator to supervise and
7 enforce the Settlement until performance in full of the Settlement's terms.
- 8 17. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within 10 days of
9 the date of this Order and Judgment.

10 18. _____
11 _____
12 _____

13 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

14 Dated: 04/13/2026

15 By:  
16 Samantha Jessner / Judge
17 Honorable ~~Lawrence P. Riff~~
18 Judge of the Superior Court
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