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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA CLARA**

DAVID TOVAR, individually, and on  
behalf of all others similarly situated,

*Plaintiff,*

v.

WINDSOR PROPERTY  
MANAGEMENT COMPANY, a California  
corporation; and DOES 1 through 10, inclusive,

*Defendants.*

Case No.: 25CV474590

*[Assigned for all purposes to: Hon. Theodore  
C. Zayner, Dept. 19]*

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

PAGA Approval Hearing

Date: March 17, 2027

Time: 1:30 p.m.

Dept: 19

Complaint filed: September 8, 2025

Trial date: Not set

1                   **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2                   **PLEASE TAKE NOTICE** that on March 17, 2027, at 1:30 p.m., or as soon thereafter  
3 as the matter may be heard in Department 19 of the above-entitled Court, located at 191 North  
4 First St., San Jose, CA 95113, Plaintiff David Tovar (“Plaintiff”) will and hereby does move for  
5 an order approving the settlement of the PAGA claim alleged against Defendant Windsor  
6 Property Management Company (“Defendant”) in accordance with Labor Code §2699(l). The  
7 proposed settlement is set forth in the accompanying PAGA Settlement Agreement  
8 (“Settlement” or “Settlement Agreement”)

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

13 Dated: September 30, 2026

**WILSHIRE LAW FIRM, PLC**

14  
15 By:



16 John G. Yslas  
17 Arrash T. Fattahi  
18 John O. Bishay  
19 Giancarlo Recinos

20 Attorneys for Plaintiff  
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## **MEMORANDUM OF POINTS AND AUTHORITIES**

### **I. INTRODUCTION**

Plaintiff David Tovar (“Plaintiff”) and Defendant Windsor Property Management Company (“Defendant”) (Plaintiff and Defendant 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” or “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 2 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. Pursuant to California Labor Code Section 2699(s)(1), Plaintiff submitted a copy of the PAGA Complaint to the LWDA on December 5, 2025. Yslas Decl. 34, Ex. 6. The LWDA received notice of this Settlement on September 29, 2026. *Id.*, Ex. 7.

### **II. RELEVANT FACTS AND PROCEDURAL HISTORY**

On August 14, 2024, Plaintiff filed this action as a putative class action (Case No. 24CV445199) against Defendant alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices. (the “Class Action”) Yslas Decl. at ¶ 3. On September 8, 2025, Plaintiff filed a separate action for civil penalties pursuant to California Private Attorneys General Act, Cal. Labor Code § 2699, et seq. (“PAGA”) (“Operative Complaint”). Settlement Agreement § 2.1; *Id.*

1 Plaintiff will dismiss the Class Action. *Id.*

2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice  
3 on October 3, 2024, to the Labor and Workforce Development Agency (“LWDA”) (amended on  
4 May 15, 2026) and Defendant of the specific provisions of the Labor Code alleged to have been  
5 violated, including the facts and theories in support (LWDA-CM-1054419-24). Yslas Decl. at ¶ 4,  
6 Ex. 1.

7 Thereafter, the Parties met and conferred and agreed to mediate the PAGA Action with Lisa  
8 Klerman, Esq. a well-respected and experienced mediator in wage-and-hour class and  
9 representative actions. Settlement Agreement § 2.3; Yslas Decl. at ¶ 5. In advance of mediation,  
10 PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the  
11 PAGA Action. Settlement Agreement § 2.4; *Id.* Prior to mediation, Plaintiff obtained through  
12 informal discovery a representative sampling of time and payroll data for Aggrieved Employees  
13 and the necessary policy documents to properly evaluate the strengths and weaknesses of the  
14 claims and engage in meaningful settlement discussions. *Id.*

15 On December 17, 2025, the Parties engaged in an all-day mediation session before Lisa  
16 Klerman, Esq. Settlement Agreement § 2.3; Yslas Decl. at ¶ 6. With the help of Ms. Klerman, the  
17 Parties were able to reach an agreement on general settlement terms at mediation. *Id.* The  
18 settlement was negotiated in light of all known facts and circumstances and the uncertainty  
19 associated with litigation – including the risk of Plaintiff not being able to maintain representative  
20 claims, the difficulty of proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s  
21 potential defenses, and the significant delay and potential appellate issues inherent to litigation –  
22 and was reached after extensive arm’s length negotiations, with the assistance of Ms. Klerman.  
23 Settlement Agreement §§ 2.3, 2.4; Yslas Decl. at ¶ 6.

### 24 **III. TERMS OF THE PAGA SETTLEMENT**

#### 25 **A. Aggrieved Employees**

26 “Aggrieved Employee” means a person employed by Defendant in California and  
27 classified as a non-exempt or hourly-paid employee who worked for Defendant during the  
28 PAGA Period beginning July 5, 2024, through the date that the Court grants approval of the

1 PAGA settlement; or an earlier date of Defendant’s choosing, as set forth in Paragraph 8 of the  
2 Settlement Agreement. Settlement Agreement §§ 1.2, 1.21. Defendant estimates that there are  
3 approximately 174 Aggrieved Employees who worked an estimated 4,778 Pay Periods between  
4 July 5, 2024, through December 17, 2025.*Id.* at § 4.1.

5 **B. Settlement Terms**

6 The Settlement Agreement negotiated by the Parties provides for a Gross Settlement  
7 Amount (“GSA”) payment in the amount of \$155,000.00 to resolve the PAGA Action.  
8 Settlement Agreement §§ 1.12, 3.1; Yslas Decl. at ¶ 7. The GSA will be used to pay Individual  
9 PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service Award, PAGA  
10 Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's  
11 Expenses Payment. Settlement Agreement § 1.12; Yslas Decl. at ¶ 7. After deducting the PAGA  
12 Representative Service Payment (\$10,000.00), PAGA Counsel Fees (\$51,666.66), PAGA  
13 Counsel Litigation Expenses (\$21,599.02), and Administrator Expenses Payment (\$4,500.00)  
14 from the GSA, the amount remaining is the Net Settlement Amount (“NSA”). Settlement  
15 Agreement § 1.17; Yslas Decl. at ¶ 7. The NSA, which is estimated to be \$67,234.31, shall be  
16 distributed as PAGA Penalties with 65% of the NSA allocated to the LWDA PAGA Payment  
17 (\$43,467.19) and 35% of the NSA allocated to Individual PAGA Payments (\$23,405.41).  
18 Settlement Agreement § 3.2.4; Yslas Decl. at ¶ 7.

19 PAGA Penalties: The NSA will be distributed as PAGA Penalties with sixty-five percent  
20 (65%) allocated to the LWDA PAGA Payment and the remaining thirty-five percent (35%)  
21 allocated to the Individual PAGA Payments for Aggrieved Employees. Settlement Agreement  
22 § 3.2.4. This 65/35 allocation is required by Labor Code §2699 as explained by *ZB, N.A. v.*  
23 *Superior Court*, 8 Cal.5th 175 (2019).

24 Individual PAGA Payments: The Administrator will calculate each Individual PAGA  
25 Payment by (a) dividing the amount of the Aggrieved Employees’ 35% share of PAGA Penalties  
26 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during  
27 the Settlement Period and (b) multiplying the result by each Aggrieved Employees’ PAGA  
28

Period Pay Periods. Settlement Agreement § 3.2.4.1. The PAGA Period is the period from July 5, 2024, through the date that the Court grants approval of the PAGA settlement; or an earlier date of Defendant's choosing, as set forth in Paragraph 8 of the Settlement Agreement. Settlement Agreement § 1.21.

PAGA Representative Service Award: Subject to Court approval, the Plaintiff shall be paid a PAGA Representative Service Award not to exceed \$10,000.00 for his time and effort in bringing and presenting the Action. Settlement Agreement § 3.2.1.

PAGA Counsel Fees Payment: 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 GSA which is currently estimated to be \$51,666.66. Settlement Agreement § 3.2.2.

PAGA Counsel Litigation Expenses Payment: Per the Settlement Agreement, PAGA Counsel shall be entitled to request reimbursement of costs, not to exceed \$50,000.00. Settlement Agreement § 3.2.2. Counsel has incurred \$21,299.02 in expenses on items such as filing fees, service fees, mediation fees, and expert fees. Yslas Decl. ¶ 32. Additionally, we anticipate incurring \$300.00 in anticipated future costs for filing fees and service fees for a total of \$21,599.02 in costs. *Id.* The remaining \$28,400.98 will therefore revert to the NSA to be distributed as PAGA Penalties to the LWDA and Aggrieved Employees. *Id.*

Administration Expenses Payment: The Parties agreed to appoint Phoenix Settlement Administrators ("Phoenix") as the Administrator for the Settlement. Settlement Agreement § 7.1. The Administration Expenses Payment, which is not to exceed \$4,500.00 shall be paid from the GSA. Settlement Agreement § 3.2.3.

### **C. Releases**

Plaintiff's Release: "Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce

1 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,  
2 social security benefits, workers' compensation benefits that arose at any time, or based on  
3 occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or  
4 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true  
5 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,  
6 notwithstanding such different or additional facts or Plaintiff's discovery of them.” Settlement  
7 Agreement § 5.1.

8 Aggrieved Employee’s Release: “The Aggrieved Employees, on behalf of themselves  
9 and as representatives of the State of California and the LWDA, hereby fully and finally release and  
10 discharge the Released Parties from all claims for penalties and attorneys' fees and costs  
11 recoverable under PAGA that Plaintiff, Aggrieved Employees, and/or the LWDA may have against  
12 the Released Parties. The released claims include all claims based on the facts alleged or that could  
13 have been alleged in connection with the LWDA notices submitted in this case and/or the  
14 Complaints. This includes, but is not limited to, claims for PAGA penalties arising from the  
15 following alleged violations of the California Labor Code and applicable Wage Orders during the  
16 PAGA Period, including: failure to accurately record all time worked, including time worked off  
17 the clock, failure to compensate employees for all hours and overtime hours worked, failure  
18 to pay employees at the correct overtime rate, failure to pay all required sick days at the legal rate of  
19 pay, failure to provide meal periods or pay meal period premiums at the regular rate of pay, failure  
20 to provide rest periods or pay rest period premiums at the regular rate of pay, failure to provide  
21 accurate itemized wage statements, failure to pay timely wages, failure to timely pay final wages  
22 at termination, failure to reimburse for necessary business expenses, failure to keep accurate and  
23 complete time and pay records, refusal to pay wages, and unlawful deductions, and violations of  
24 Labor Code sections 201-203, 204,210, 223,226,226.7, 246,510, 512(a), 1174(d), 1194, 1197,  
25 1197.1, 1198, 2800, and 2802. This release applies to all claims arising during the PAGA Period,  
26 regardless of whether an Aggrieved Employee cashes their settlement check. This release does not  
27 affect any non-PAGA individual claims Aggrieved Employees may have, which are explicitly  
28 excluded from this release.” Settlement Agreement § 5.2.

1           **D.       Settlement Administration**

2           Defendant will provide the Aggrieved Employee Data to the Administrator Not later than  
3           fourteen (14) days after the Court grants PAGA Approval. Settlement Agreement §§ 1.5, 4.2.  
4           Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the  
5           Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide  
6           corrected or updated Aggrieved Employee Data as soon as reasonably feasible. *Id.*

7           The Effective Date is the date when all of the following occurs: (a) the last date to appeal  
8           approval and judgment by the Court and no appeal is filed; or (b) if an appeal is filed, review  
9           or writ is sought from the Judgment, fourteen days after the Judgment is affirmed or the appeal,  
10          review or writ is dismissed or denied, and the Judgment is no longer subject to further judicial  
11          review. Settlement Agreement § 1.11. Defendant shall fully fund the Gross Settlement Amount  
12          by transmitting the funds to the Administrator within fourteen (14) days after the Effective Date.  
13          *Id.* at § 4.3.

14          Within fourteen (14) days after Defendant funds the GSA, the Administrator will mail  
15          all checks for all PAGA Representative Service Award, Individual PAGA Payments, the LWDA  
16          PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment,  
17          and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel  
18          Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.  
19          Settlement Agreement § 4.4. The Administrator must conduct an Aggrieved Employee Address  
20          Search for all other Aggrieved Employees whose checks are returned undelivered without  
21          United States Postal Service (“USPS”) forwarding address. *Id.* at § 4.4.2. Within 7 calendar  
22          days of receiving a returned check the Administrator must re-mail checks to the USPS  
23          forwarding address provided or to an address ascertained through the Aggrieved Employee  
24          Address Search. *Id.*

25          The Individual PAGA payments will expire one hundred eighty (180) calendar days from  
26          the date they are issued by the Administrator. Settlement Agreement § 4.4.1. For any Aggrieved  
27          Employee who’s Individual PAGA Payment check is uncashed and cancelled after the void date,  
28

1 the Administrator shall transmit the funds represented by such checks to CASA of Silicon  
2 Valley in the name of the Aggrieved Employee. Settlement Agreement § 4.4.3. The  
3 Administrator will report the Individual PAGA Payments on IRS 1099 Forms. *Id.* at § 3.2.4.2.

4 Within fourteen (14) days after Defendant funds the GSA, the Administrator will also  
5 pay the PAGA Representative Service Award, Individual PAGA Payments, the LWDA PAGA  
6 Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and  
7 PAGA Counsel Litigation Expenses Payment. Settlement Agreement § 4.4. Disbursement of the  
8 PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual  
9 PAGA Payments. *Id.*

10 Pursuant to California Labor Code Section 2699(s)(2), Plaintiff submitted the proposed  
11 Settlement Agreement to the LWDA on September 29, 2026. Yslas Decl. at ¶ 34, Ex. 7. Plaintiff  
12 will submit a copy of the Court’s judgment and order approving the Settlement Agreement to  
13 the LWDA within ten (10) days after entry of judgment or order. *Id.*

#### 14 **IV. THE COURT SHOULD GRANT APPROVAL OF THE PAGA SETTLEMENT**

##### 15 **A. Legal Standard**

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

27 The court’s role in reviewing PAGA settlements differs from its gatekeeping function in  
28 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.”).

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**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 \$155,000.00 penalizes Defendant 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 \$66,872.60<sup>1</sup> in PAGA Penalties to the State of California and Aggrieved Employees – 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 Defendant 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

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<sup>1</sup> The Net Settlement Amount of \$66,872.60 was calculated using the following arithmetic: \$155,000.00 minus \$51,666.66 for PAGA Counsel Fee Payment, minus \$21,599.02 for PAGA Counsel Litigation Expenses Payment, minus \$4,500.00 for Administration Expenses Payment, and minus \$10,000.00 for the PAGA Representative Service Award to Plaintiff.

1 potentially \$477,800.00 for an estimated 174 employees based on 4,778 pay periods.<sup>2</sup> Yslas  
2 Decl. at ¶ 8. Importantly, however, these calculations were performed at the maximum statutory  
3 rate for the penalties, when in fact, it is likely that any penalties awarded would be at a lower  
4 rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than  
5 the maximum civil penalty if based on the facts and circumstances to do otherwise would result  
6 in an award that is “unjust, arbitrary and oppressive or confiscatory.” *See Carrington v.*  
7 *Starbucks Corp.*, 30 Cal.App.5th 504 (2018) (affirming a judgment after trial that only provided  
8 for a PAGA penalty of \$5 per pay period). Therefore, at trial, any PAGA penalties awarded  
9 could be significantly less than Plaintiff’s calculation even where Plaintiff prevailed on the  
10 PAGA claim. *See Fleming v. Covidien*, No. ED CV 10-01487 RGK (OPx), 2011 U.S. Dist.  
11 LEXIS 154590 (C.D. Cal. Aug. 12, 2011) (a federal court reduced PAGA penalties from  
12 \$2,800,000.00 to \$500,000.00, a reduction of 82.2%, because the court found maximum  
13 penalties “unjust” because the employees had suffered no injuries).

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

15 In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each  
16 of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc.*, No. BCV-  
17 23-102915, 2011 U.S. Dist. LEXIS 13126, \*10 (C.D. Cal. Jan. 31, 2011) (“Given the statutory  
18 language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has  
19 not proven suffered a violation of the Labor Code by the defendant.”). Here, Plaintiff would  
20 need to prove, among other things, that each Aggrieved Employee suffered a violation for each  
21 period the employee worked in relation to (1) failure to pay for all hours worked, including  
22 minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to  
23 authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure  
24 to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all

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25  
26 <sup>2</sup> Stacking is where more than one civil penalty is imposed in a pay period for the same  
27 conduct. The valuation of \$4,778.00 is the civil penalty amount without stacking. If stacking is  
28 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).

1 wages at termination; (7) failure to furnish accurate itemized wage statements; and (8) failure  
2 to indemnify for necessary expenditures.

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

12 While Plaintiff is confident in the merits of the case, a legitimate controversy exists as  
13 to each cause of action for penalties, the factual allegations, the evidentiary basis, and the  
14 underlying claims. Yslas Decl. at ¶ 10. Plaintiff also took into account the fact that continued  
15 litigation would be expensive, involving a trial and possible appeals, and would substantially  
16 delay and potentially reduce any recovery to the State of California and the Aggrieved  
17 Employees. *Id.* Assuming Plaintiff could prove at least one violation per pay period and the  
18 Court awarded \$100.00 in PAGA penalties for each of the 4,778 pay periods during the PAGA  
19 Period (estimated as of the date of mediation), the total penalties would be approximately  
20 \$477,800.00. *Id.* As such, the Gross Settlement Amount of \$155,000.00 is approximately 32.4%  
21 of the maximum potential liability in this case. *Id.*

22 Thus, when the risks of litigation, the burdens of proof necessary to establish liability,  
23 and the probability of appeal of a favorable judgment are considered, it is clear the settlement  
24 amount of \$155,000.00 is reasonable and in the best interest of the State of California and the  
25 public. Yslas Decl. at ¶ 11. Plaintiff objectively and knowledgeably balanced the strengths and  
26 weaknesses of his claims against the risk of continued litigation and were able to determine a  
27 realistic range of settlement recovery for PAGA penalties. *Id.* The Settlement therefore  
28 accomplishes PAGA's objectives by imposing sufficient civil penalties "to punish and deter"

1 Defendant from future alleged Labor Code violations, while also ensuring that the penalties are  
2 not “unjust, arbitrary and oppressive, or confiscatory.” Lab. Code § 2699(e)(2); *Iskanian*, 59  
3 Cal. 4th at 384.

#### 4 **V. THE ATTORNEYS’ FEES AND COSTS ARE FAIR AND REASONABLE**

5 PAGA Counsel seeks approval of attorneys’ fees from the PAGA settlement in the  
6 amount of \$51,666.66 representing one third (1/3) of the GSA and costs not to exceed  
7 \$50,000.00. Settlement Agreement § 3.2.1. Plaintiff is entitled to attorneys’ fees under Labor  
8 Code section 2699(g)(l), which provides that “[a]ny employee who prevails in any action shall  
9 be entitled to an award of reasonable attorney’s fees and costs.” Lab. Code § 2699(g)(1); *see*  
10 *also Gouskos v. Aptos Village Garage, Inc.*, 94 Cal.App.4th 754, 765 (2001) (holding that  
11 attorneys’ fees to prevailing party are mandatory when the statute uses the word “shall”). It is  
12 undisputed that Plaintiff is the prevailing party. *See Graciano v. Robinson Ford Sales, Inc.*, 144  
13 Cal. App. 4th 140, 153 (2006) (“[P]laintiffs may be considered ‘prevailing parties’ for attorney’s  
14 fee purposes if they succeed on any significant issue in the litigation that achieves some of the  
15 benefit the parties sought in bringing suit.”) (internal citation omitted). Accordingly, Plaintiff  
16 is entitled to recover attorneys’ fees and costs.

##### 17 **A. Plaintiff’s Counsel’s Requested Attorneys’ Fees Are Reasonable under the** 18 **Common Fund Method**

19 The request for attorneys’ fees as a percentage of the gross settlement amount is  
20 supported by the “common fund theory,” where “one who expends attorneys’ fees in winning a  
21 suit which creates a fund from which others derive benefits, may require those passive  
22 beneficiaries to bear a fair share of the litigation costs.” *Serrano v. Priest*, 20 Cal.3d 25, 35  
23 (1977).

24 The purpose of the common fund approach is to “spread litigation costs proportionally  
25 among all the beneficiaries so that the active beneficiary does not bear the entire burden alone.”  
26 *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977). Thus, the common fund  
27 doctrine has been applied “consistently in California when an action brought by one party  
28 creates a fund in which other persons are entitled to share.” *City and County of San Francisco*

1 v. *Sweet*, 12 Cal.4th 105, 110 (1995); see *Quinn v. State of California*, 15 Cal.3d 162, 167 (1975)  
2 (“[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others  
3 derive benefits may require those passive beneficiaries to bear a fair share of the litigation  
4 costs.”).

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

23 The percentage of attorneys’ fees set forth in the Settlement Agreement – one third (1/3)  
24 of the Gross Settlement Amount – is reasonable. Historically, courts have awarded percentage  
25 fees in the range of 20% to 50% in common fund cases. *Newberg on Class Actions*, 4th Ed.  
26 2002, § 14:6. *Newberg* notes that achievement of a substantial recovery with modest hours  
27 expended should not be penalized but should be rewarded for considerations of time saved by  
28 superior services performed. *Id.* Furthermore, California and federal courts have long

1 recognized that a percentage of recovery for attorneys’ fees is properly awarded on the basis of  
2 the total value. *Boeing v. Van Gemert*, 444 U.S. 472, 480-481 (1980); *see also In re Consumer*  
3 *Privacy Cases*, 175 Cal.App.4th 545, 558 n.13 (2009) (“Empirical studies show that, regardless  
4 whether the percentage method or the lodestar method is used, fee awards in class actions  
5 average around one-third of the recovery.”)

6 The Court should also consider that Plaintiff’s counsel’s efforts have resulted in  
7 substantial benefits to the State of California and the Aggrieved Employees, in the form of a  
8 significant, non-reversionary settlement fund established to compensate the State of California  
9 and the Aggrieved Employees and to penalize Defendant for the alleged PAGA violations.  
10 Without the efforts of Plaintiff’s counsel, the claims alleged in the complaint would likely have  
11 gone without remedy. Yslas Decl. at ¶ 31.

12 **B. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee**

13 Although *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th 480, 489 (2016) makes clear that a  
14 lodestar cross-check is not required, Class Counsel’s lodestar supports the reasonableness of the  
15 requested fee. The lodestar is determined by multiplying the number of hours reasonably  
16 expended by the reasonable hourly rate. *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095  
17 (2000). The lodestar figure may then be adjusted, based on consideration of factors specific to  
18 the case, in order to fix the fee at the fair market value for the legal services provided.” *Id.* The  
19 factors that can be considered include “the nature of the litigation, its difficulty, the amount  
20 involved, the skill required in its handling, the skill employed, the attention given, the success  
21 or failure, and other circumstances in the case.” *Melnyk v. Robledo*, 64 Cal.App.3d 618, 623-  
22 624 (1976) (citations omitted).

23 The total hours expended on this action by PAGA Counsel were reasonable and in line  
24 with comparable cases. While it is not necessary to substantiate the fee award with a lodestar in  
25 this PAGA Action, it should be noted that PAGA Counsel spent approximately 116.9 hours  
26 prosecuting this action, which were divided among the attorneys working on this case according  
27 to skill level. Yslas Decl. at ¶¶ 29-30. Multiplying the total hours expended by PAGA Counsel  
28 by their reasonable hourly rates yields a lodestar of \$95,245.00. *Id.* at ¶ 29. This amount

surpasses the requested fee award of \$51,666.66, resulting in a negative multiplier. *Id.* at ¶ 30. This amount does not include the time PAGA Counsel will spend at the final approval hearing and assisting the Settlement Administrator following final approval. *Id.* PAGA Counsel dedicated significant resources to this case by dividing the tasks required according to skill level. *Id.* The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This time could have been spent on other potentially lucrative cases. *Id.* PAGA Counsel's lodestar reflects the efficiencies achieved by attorneys experienced in this field. *Id.* Moreover, PAGA 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 class certification and/or trial. *Id.* 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. *Id.* Despite these risks, PAGA 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, PAGA Counsel was precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain. *Id.*

The Court should also consider that PAGA Counsel's efforts have resulted in substantial benefits to the State of California and the Aggrieved Employees, in the form of a significant, non-reversionary settlement fund established to compensate the State of California and the Aggrieved Employees and to punish Defendant for the alleged PAGA violations. Yslas Decl. at ¶ 31. Without the efforts of PAGA Counsel, the claims alleged in the complaint would likely have gone without remedy. *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 ¶ 23. Plaintiff's Counsel's rates are well within the range of hourly rates that the Los Angeles legal marketplace would

1 compensate counsel for similar services accomplishing similar results. *Id.* For example, in  
2 *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order  
3 Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an  
4 employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law  
5 Offices of Wendy Musell), the court found that counsel's 2022 hourly rates of \$1,100 and \$1,000  
6 per hour were reasonable for the plaintiff's five senior attorneys, including \$1,000 per hour for the  
7 plaintiff's 23-year lead counsel and \$850 per hour for a senior associate. *Id.* These rates were then  
8 augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. *Id.* The  
9 rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In  
10 *Tran v. Golden State FC LLC, et al.* (LASC Case No. BC699931), Fee Order filed 4/8/2022, the  
11 court found hourly rates of \$1,300 per hour reasonable for plaintiff's 32-year attorney and \$1,000  
12 per hour reasonable for a 14-year attorney. *Id.*

13 Plaintiff's Counsel has also been approved as Class Counsel by courts in California. Yslas  
14 Decl. at ¶ 24. See, e.g., *Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court,  
15 Case No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter  
16 County Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*,  
17 Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De*  
18 *Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-8780;  
19 *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case No.  
20 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-  
21 22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County Superior Court,  
22 Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare  
23 County Superior Court, Case No. VCU293325; *Haser v. Universal Chain of California, Inc.*,  
24 Sacramento County Superior Court, Case No. 34-2022-00332268; *Caldera v. Performance Online,*  
25 *Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*,  
26 Sacramento County Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant*  
27 *Group, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v.*  
28 *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 Francisco 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 ¶ 25. *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),

1 Aram Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00));  
2 *Thora Magney et al. v. Levi Strauss & Co., et al.*, Los Angeles County Superior Court, Case  
3 No. 24STCV02320 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00),  
4 Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Fawn F. Bekam (\$800.00), Aram  
5 Boyadjian (\$600.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *Armando*  
6 *Muniz, et al. v. Lot LLC, dba Lot Management LLC (fka Red Cow, Inc.) et. al.*, Los Angeles  
7 County Superior Court, Case No. 22STCV32901 (WLF's rates were approved as follows: John  
8 G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Diego Aviles  
9 (\$750.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00), Mariam Nazaretyan  
10 (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)); *George Munoz v.*  
11 *Century West, LLC dba Century West BMW*, Los Angeles County Superior Court, Case No.  
12 23STCV04247 (WLF's rates were approved as follows: John G. Yslas (\$1,500.00), Samantha  
13 A. Smith (\$1,000.00), Jeffrey C. Bils (\$850.00), Aram Boyadjian (\$600.00), Lisa B. Iturriaga  
14 (\$550.00), and Andrew Sandoval (\$500.00)); *Ivan S. Martinez II et. al. v. The Haar Company,*  
15 *et. al.*, Los Angeles County Superior Court, Case No. 23STCV21651 (WLF's rates were  
16 approved as follows: John G. Yslas (\$1,500.00), Samantha A. Smith (\$1,000.00), Jeffrey C. Bils  
17 (\$850.00), Diego Aviles (\$750.00), Aram Boyadjian (\$600.00), Harry Erganyan (\$600.00),  
18 Mariam Nazaretyan (\$550.00), Lisa B. Iturriaga (\$550.00), and Andrew Sandoval (\$500.00)).  
19 *Id.*

20 Likewise, WLF's hourly rates are reasonable when compared to rates charged within the  
21 relevant legal marketplace. Yslas Decl. ¶ 26, Ex. 3, 4. In light of the foregoing, and considered  
22 against the risks of continued litigation, and the importance of advocating for employment rights  
23 and a speedy recovery, the relief provided under the Settlement represents a very strong result  
24 for the Aggrieved Employees. PAGA Counsel's fee request is fair and reasonable and should  
25 be approved.

26 **D. PAGA Counsel's Costs Are Reasonable**

27 PAGA Counsel is entitled to reimbursement of its litigation costs under PAGA. *See* Lab.  
28 Code § 2699(k)(1) ("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 \$155,000.00. Settlement Agreement § 3.1. To date, PAGA Counsel has incurred costs in the amount of \$21,299.02.<sup>3</sup> Yslas Decl. at ¶ 32, Ex. 5. Additionally, we anticipate incurring \$300.00 in anticipated future costs for filing fees and service fees for a total of \$21,599.02 in costs. These costs were reasonably incurred in prosecuting this Action on behalf of the Aggrieved Employees and should be approved by the Court. *Id.* Accordingly, PAGA Counsel respectfully requests the Court approve costs in the amount of \$21,599.02.

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

Both the State of California and the Aggrieved Employees 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 \$10,000.00, in recognition of his efforts in bringing and presenting the Action. Settlement Agreement § 3.2.1. 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 David Tovar Support of Plaintiff’s Motion for Approval of PAGA Settlement (“Tovar 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 this case, and he could have been liable for Defendant’s litigation costs if the case went to trial

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<sup>3</sup> Because PAGA Counsel’s costs are less than \$50,000.00, upon approval of \$21,599.02 for the PAGA Counsel Expenses Payment, the remaining \$28,400.98 will revert to the NSA to be distributed as PAGA Penalties to the LWDA and Aggrieved Employees. Yslas Decl. at ¶ 32.

1 and he lost. Tovar Decl. at ¶¶ 4, 6. Accordingly, Plaintiff respectfully requests that the Court  
2 approve the PAGA Representative Service Payment in the amount of \$10,000.00.

3 **VII. CONCLUSION**

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

7 Dated: September 30, 2026

**WILSHIRE LAW FIRM, PLC**

8  
9 By: \_\_\_\_\_



10 John G. Yslas  
11 Arrash T. Fattahi  
12 John O. Bishay  
13 Giancarlo Recinos

14 Attorneys for Plaintiff  
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