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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ROSANGELA TORRES, an individual, in
her representative capacity on behalf of the
State of California and fellow Aggrieved
Employees,

Plaintiff,

v.

COGSWELL COLLEGE LLC, a California
limited liability company; and DOES 1-50,
Inclusive,

Defendants.

Case No.: 24STCV00409

**DECLARATION OF PLAINTIFF
ROSANGELA TORRES IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Date: March 10, 2026

Time: 11:30 a.m.

Judge: William F. Highberger

Dept.: 10

1 I, ROSANGELA TORRES, declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge. I am the named
4 Plaintiff in the above PAGA action filed against COGSWELL COLLEGE LLC (hereinafter,
5 “Defendants”).

6 2. I am submitting this declaration in support of Plaintiff’s Motion to Approve PAGA
7 Settlement.

8 3. I seek to represent the State of California and a group of Aggrieved Employees
9 consisting of as all non-exempt employees who are or previously were employed by Defendant
10 during the period from January 5, 2023, through December 14, 2025 (“PAGA Period”). I worked
11 for Defendants as a non-exempt employee in California from March 2022 to May 2023. At all times
12 during my employment, I was entitled to legally mandated meal and rest periods, minimum wage
13 and overtime compensation. During my employment, Defendant failed to, among other things,
14 reimburse for business expenses necessarily incurred, provide meal periods, provide rest periods,
15 pay wages for all hours worked, including minimum and reporting time wages, and provide accurate
16 itemized wage statements. Throughout my employment, I was subject to Defendant’s written
17 policies and procedures contained in, among other things, the “Cogswell College Employee
18 Handbook.”

19 4. I and the Aggrieved Employees, that I am seeking to represent, were subject to the
20 same alleged unlawful employment policies and practices at issue in this action, including but not
21 limited to, Defendant’s failure to reimburse for business expenses necessarily incurred, provide meal
22 periods, provide rest periods, pay wages for all hours worked, including minimum and reporting
23 time wages, and provide accurate itemized wage statements. Factually, Defendant’s policies and
24 practices apply to me and all Aggrieved Employees, and Defendant’s liability can be determined by
25 facts common to all.

26 5. Further, there is no conflict between my interests and the interests of the Aggrieved
27 Employees that I am seeking to represent. My interests are entirely coextensive with the interests
28 of the Aggrieved Employees. I allege that I was injured by the same company-wide policies and

1 practices to which the Aggrieved Employees were subjected and seek the same relief. I have already
2 demonstrated my ability to advocate for the interests of the state and the Aggrieved Employees by
3 initiating this litigation, communicating with Plaintiff's Counsel about the claims as they apply to
4 myself and others, undertaking extensive document evaluation and evaluating the proposed
5 settlement to assure that it is fair.

6 6. I understood at the time that I filed this action, that as a representative, I owed a duty
7 to the state and the Aggrieved Employees to faithfully prosecute this action with their best interests
8 at the forefront of every decision. I understood that I could not make any decision in this action for
9 the sole benefit of my personal interest. I understood that in executing this duty, I might have been
10 asked to sacrifice my personal best interests for the benefit of the interests of the Aggrieved
11 Employees. Nevertheless, I knowingly and voluntarily undertook this duty in order to provide the
12 broadest possible relief for my former co-workers for what I perceived to be Defendant's unlawful
13 wage and hour practices. I believe that I faithfully executed the duties of a representative throughout
14 this litigation and will continue to do until this litigation is fully and finally resolved.

15 7. **Review and Approval of Settlement:** A mediation was held on June 23, 2025. Even
16 though I could not attend, I was available by telephone to speak with my attorneys and did speak
17 with them regarding the mediation before it took place, as well as during the mediation itself. I was
18 very satisfied with the terms of the settlement that was agreed to by the parties. I spoke with my
19 attorneys and reviewed the settlement agreement which I signed on December 10, 2025.

20 8. **Participation:** Since I retained Counsel approximately twenty-one months ago, I
21 have been actively involved with this action lawsuit performing the duties described above. While
22 I did not keep formal time records, I was in regular contact with my attorneys, reviewed important
23 court filings, and spent considerable time on the issues presented during the litigation and in the
24 settlement process.

25 9. I believe that the proposed settlement before the court is fair, reasonable, and
26 adequate, and made in the best interest of the state and the Aggrieved Employees. I further support
27 the fees being requested by Plaintiff's Counsel in this matter.

28 10. Ultimately, I believe I did the right thing in pursuing this case on behalf of the

1 Aggrieved Employees who now stand to receive substantial monetary payments as a result of this
2 case and settlement. Consequently, I respectfully, and humbly, ask the Court to grant approval of
3 the Settlement and all of its terms.

4
5 I declare under penalty of perjury under the laws of the State of California that the foregoing
6 is true and correct. Executed on 02/04/2026 (Date), at Los Angeles (City), California.

7 
8 Rosangela Torres (Feb 4, 2026 19:46:30 CST)
9 ROSANGELA TORRES