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ATTORNEYS FOR PLAINTIFF, ROSHAWN COLDCLEUGH

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SOLANO
UNLIMITED JURISDICTION

ROSHAWN COLDCLEUGH,

PLAINTIFF,

v.

SAK HOSPITALITY, INC., A
CALIFORNIA CORPORATION; AND DOES 1-
10, INCLUSIVE,

DEFENDANTS.

) CASE No. FCS054652

)
) **DECLARATION OF KEVIN**
) **WOODALL IN IN SUPPORT OF**
) **UNOPPOSED MOTION FOR**
) **APPROVAL OF PAGA SETTLEMENT**

) **Date: February 2, 2022**

) **Time: 9:30 a.m.**

) **Dept: 22**

) **Judge: Hon. Alesia Jones**

1 I, Kevin F. Woodall, declare and state as follows:

2 1. I am an attorney licensed to practice in the State of California and before this
3 Court. I am counsel to Plaintiff Roshawn Coldcleugh (“Coldcleugh”) in the above-
4 captioned matter. Except as otherwise indicated, I have personal knowledge of the facts
5 set forth in this declaration.

6 **Claims and Procedural History**

7 2. On or about January 25, 2020, Coldcleugh exhausted her PAGA administrative
8 notice requirements by filing a letter with the Labor Workforce Development Agency
9 (“LWDA”). Attached hereto as Exhibit 1 is a true and correct copy of the PAGA notice.

10 3. In her PAGA notice and the subsequent complaint filed in this case on April 6,
11 2020, Coldcleugh alleged the following violations against SAK: (1) failure to pay
12 overtime wages at 1.5 times the regular rate of pay for work performed in excess of 8
13 hours per day or 40 hours per week, in violation of Labor Code sections 510, 558 and
14 1194; (2) failure to provide Coldcleugh and similarly aggrieved employees with 30-
15 minute meal periods after 5 hours of work or premium pay for noncompliant meal
16 periods, in violation of Labor Code sections 226.7 and 512; (3) failure to provide
17 Coldcleugh and similarly aggrieved employees with a 10-minute rest period for every
18 four hours of work or major fraction thereof or premium pay for noncompliant rest
19 periods, in violation of Labor Code sections 226.7; (4) failure to provide Coldcleugh and
20 similarly aggrieved employees with proper, itemized wage statements containing the
21 correct rates of pay, the correct gross and net wages and the correct number of hours
22 worked at each rate of pay, in violation of Labor Code section 226; (5) failure to pay
23 Coldcleugh and similarly aggrieved employees all wages earned and unpaid at the time of
24 discharge or resignation, including overtime wages, in violation of Labor Code sections
25 201-203.

26 4. In addition to her PAGA claims, Coldcleugh also brought individual claims
27 seeking her unpaid overtime wages under Labor Code sections 510 and 1194, premium
28 pay for missed and noncompliant meal and rest periods under Labor Code sections 226.7

1 and 512, waiting time penalties for the failure to pay all wages at the end of employment
2 under Labor Code sections 201-203 (30 days' wages in statutory penalties), and statutory
3 penalties for inaccurate wage statements under Labor Code sections 226 (\$100 per pay
4 period, up to \$4,000).

5 **Thorough Discovery Conducted**

6 5. Before the parties in this case engaged in a mediation session in late October,
7 2021, SAK produced thorough discovery. Specifically, in response to formal discovery
8 requests, SAK produced the following discovery: (1) a random sample of wage
9 statements and time entry records of approximately 20 PAGA Affected Employees for a
10 three-month period during the PAGA period; (2) policies used during the PAGA period
11 that relate to the allegations asserted; (3) the number of PAGA Affected Employees who
12 worked during the PAGA period (approximately 110); and (4) the number of pay periods
13 worked by PAGA affected employees during the PAGA period (approximately 1,238).
14 Defendant also provided additional information relating to its financial condition. After
15 receiving the random sample, I conducted extensive analysis regarding the same.

16 **Litigation Risks and Potential Penalties**

17 6. Upon review and analysis of the discovery produced and the legal arguments of
18 SAK, I determined there were risks relating to Coldcleugh's PAGA claims.

19 7. With respect to the missed meal and rest period claims, Labor Code §§ 226.7 and
20 512 provide that non-exempt employees are entitled to a 30-minute meal period after 5
21 hours of work and a 10-minute rest period for every 4 hours of work or major fraction
22 thereof, and if employees are not provided compliant meal or rest periods, they are
23 entitled to premium pay. SAK contends its policies authorize and permit non-exempt
24 employees to take meal and rest periods, in accordance with the standard articulated in
25 *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012). Moreover,
26 SAK argues the meal and rest period claims are not manageable and cannot proceed on a
27 representative basis under *Wesson v. Staples the Office Superstore, LLC*, 68 Cal.App.5th
28 746 (2021); *Salazar v. See's Candies*, 64 Cal. App. 5th 85 (2021).

1 Regarding the unpaid overtime wage claim, Labor Code §§ 510 and 1194 provide
2 that employees are entitled to 1.5 times the regular rate of pay for hours worked in excess
3 of 8 hours per day or 40 hours per week, along with 2 times the regular rate of pay for
4 hours worked in excess of 12 hours per day. SAK argues Coldcleugh and PAGA
5 Aggrieved Employees did not actually work all hours they were clocked in. Further,
6 SAK argues that Coldcleugh and PAGA Aggrieved Employees are not entitled to
7 penalties of \$100 per pay period, but only \$50 per pay period under Labor Code section
8 558. *ZB, N.A. and Zions Bancorporation*, 8 Cal. 5th 175, 187 (2019).

9 8. With respect to the inaccurate wage statement claim, Labor Code § 226 provides
10 employees should receive wage statements that contain the correct gross and net wages
11 and the correct number of hours worked at each rate of pay, along with other information.
12 SAK contends this claim is derivative of the unpaid overtime wage claim and thus, the
13 same defenses apply. *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App.5th 1308 (2018).

14 9. Labor Code §§ 201-203 provide that employees must be immediately paid all
15 wages owed at the termination of employment or within 72 hours of a notice of
16 resignation. While Coldcleugh contends SAK violated the foregoing provisions, SAK
17 argues this claim is derivative of the unpaid overtime wage claim and thus, the same
18 defenses apply.

19 10. SAK was prepared to defend against the claims by arguing it should not be
20 assessed any PAGA penalties or greatly reduced PAGA penalties because its conduct was
21 not intentional and awarding the maximum penalties would be unjust, arbitrary and
22 oppressive, or confiscatory under Labor Code § 2699(e)(2).

23 11. SAK was prepared to defend against the claims by arguing it should not be
24 assessed any PAGA penalties or greatly reduced PAGA penalties because its alleged
25 conduct, even if it should constitute a violation which SAK vehemently denies, was not
26 intentional and awarding the maximum penalties would be unjust, arbitrary and
27 oppressive, or confiscatory under Labor Code § 2699(e)(2).

1 **Primary Settlement Terms**

2 12. Coldcleugh and SAK participated in lengthy mediation session with Harris
3 Weinberg, a respected wage and hour mediator, in late October, 2021. At the end, the
4 parties agreed Coldcleugh would settle the PAGA claims for \$140,000.

5 13. The parties agreed that of this gross settlement amount, eighty thousand dollars
6 (\$80,000) would be paid in attorney's fees and litigation costs to Woodall Law Offices
7 relating to the prosecution of Coldcleugh's PAGA and individual claims, the settlement
8 administrator (Simpluris) would be paid \$3,200, and the remaining amount (Net
9 Settlement Amount) would be paid to the State of California and PAGA Affected
10 Employees. Pursuant to the PAGA (Labor Code § 2699(i)), seventy-five percent (75%)
11 of the Net Settlement Amount will be paid to the Labor Workforce Development Agency
12 and twenty-five percent (25%) of the Net Settlement Amount will be paid to PAGA
13 Affected Employees. The amount paid to each PAGA Affected Employee will be
14 determined by (1) dividing the Net Settlement Amount by the total number of pay periods
15 worked by PAGA Affected Employee during the PAGA period (January 25, 2019 to date
16 of court approval) to arrive at a Pay Period Amount, and (2) multiplying that Pay Period
17 Amount by the number of pay periods worked by the PAGA Affected Employee. The
18 parties further agreed that if any PAGA Affected Employees fail to cash their checks
19 after 180 days, the unclaimed funds would be tendered a cy pres recipient(s), mutually
20 agreed by the Parties or as ordered by the Court. Attached hereto as Exhibit 2 is a true
21 and correct copy of the PAGA settlement agreement.

22 14. The parties also agreed to resolve Coldcleugh's individual wage and hour claims
23 against SAK in a separate, confidential agreement.

24 **The Settlement is Fair, Reasonable and Adequate**

25 15. I have been practicing law for nearly twenty-six years. After graduating from the
26 University of San Francisco School of Law (Magna Cum Laude) in 1995 and my
27 admission to the bar that same year, I first practiced as a Lieutenant in the Navy Judge
28 Advocate General's Corps until 1999. During that time, from approximately 1997 until

1 1999, I was a Special Assistant United States Attorney. In 1999, I left government
2 practice and worked for a small firm in San Francisco (Steyer, Lowenthal, Boodrookas
3 and Walker) before joining the international firm of Foley & Lardner LLP in early 2000.
4 For the next 10 ½ years, I was an Associate, Senior Counsel and Partner in Foley &
5 Lardner LLP's Labor and Employment Department (approximately 7 years as Senior
6 Counsel and Partner). In August, 2010, I started my own firm, which specializes in
7 employment litigation, including class actions and complex cases.

8 16. During my career, I have tried approximately 50 cases to either a jury, a judge or
9 an administrative board in the Navy and in federal and California courts, and another 15-
10 20 cases to an arbitrator. In the last 23 years, I have specialized in labor and employment
11 litigation. I have represented plaintiffs and defendants in numerous class action and
12 complex litigation cases, including well-known clients in wage and hour and other class
13 actions, such as Kmart Corporation, 24 Hour Fitness, Global Tel-Link Corporation and
14 Color Spot Nurseries. I have defeated class certification, certified class actions and
15 settled numerous class and PAGA cases. When representing plaintiffs in wage and hour
16 class actions and PAGA actions at my own firm, I have been appointed class counsel and
17 recovered millions of dollars for my clients. In the past, I was voted by my peers as one
18 of The Best Lawyers in the Bay Area with respect to employment litigation.

19 17. In my opinion, I believe the settlement is very good result for the State of
20 California and the PAGA Affected Employees. While I believe Coldcleugh can prevail,
21 there are hurdles to overcome to demonstrate liability, as set forth in more detail above.

22 18. I determined from my review and analysis of the sample wage statements and time
23 entry records that approximately 74% of the pay periods reflect unpaid overtime wages.
24 As the inaccurate wage statement and failure to timely pay final wages claims are
25 derivative of the unpaid overtime wage claim, I determined approximately 74% of pay
26 periods reflect inaccurate wage statements and a similar percentage of former employees
27 were not timely paid final wages. In addition, I determined that approximately 88% of
28 the pay periods reflect meal periods that were either not taken, less than 30 minutes or not

1 started within the first 5 hours of work, in violation of Labor Code §§ 226.7 and 512. As
2 rest periods do not have to be recorded on time entry records under law, I was not able to
3 determine how many rest periods were noncompliant. Given the above, I determined the
4 maximum, potential PAGA penalties are \$300,308, as set forth below:

- 5 • \$91,612 in PAGA penalties for unpaid overtime wage violations (1,238 pay periods x
6 .74 violation rate x \$100 penalty);
- 7 • \$91,612 in PAGA penalties for wage statement violations (1,238 pay periods x .74
8 violation rate x \$100 penalty);
- 9 • \$108,944 in PAGA penalties for meal period violations (1,238 pay periods x .88
10 violation rate x \$100 penalty);
- 11 • \$0 in PAGA penalties for rest period violations (1,238 pay periods x .00 violation rate
12 x \$100 penalty); and
- 13 • \$8,140 in PAGA penalties for failure to timely pay final wages, including vacation
14 pay (110 former employees x .74 violation rate x \$100 penalty).

15 19. As noted above, SAK raised defenses to each of the foregoing claims and asserted
16 significant financial challenges due to the pandemic. Taking into account SAK's
17 defenses and the like, I believe the realistic PAGA penalties are approximately
18 \$210,215.60 or 70% of the maximum, potential PAGA penalties. Thus, this settlement
19 represents approximately 67% (\$210,215.60/\$300,308) of the realistic potential recovery,
20 which is an outstanding result for the State of California and the PAGA Affected
21 Employees.

22 **Attorney's Rate and Time Spent Prosecuting the Action**

23 20. During the past ten years of my practice, the vast majority of my time has been
24 spent representing plaintiffs in employment cases, unlike earlier in my career when I
25 defended employers and corporations. As a plaintiff's attorney, I commonly represent
26 my clients on a contingency basis, which is an extremely risky proposition. In multiple
27 cases, I have worked thousands of hours and advanced tens of thousands of dollars and
28 costs, but was never paid for my time or reimbursed expenses because the employer filed

1 bankruptcy petitions or never paid the judgments and settlements obtained.

2 21. In this case, I represented Coldcleugh, the State of California and PAGA Affected
3 Employees on a contingency basis. My current hourly rate is \$845. I charge other clients
4 similar amounts for class action and PAGA work. Attorneys with similar experience
5 charge more than me, as reflected in the 2021-2022 Updated Laffey Matrix. Attached
6 hereto as Exhibit 3 is a true and correct copy of the 2021-2022 Updated Laffey Matrix.

7 22. Last year, the Superior Court of California, County of San Francisco, determined
8 my reasonable hourly rate for work performed in 2019 and 2020 was \$845. In 2019, the
9 Superior Court of California, San Francisco County determined my \$795 hourly rate was
10 reasonable for class action work performed from 2018-2019. In 2018, the Superior Court
11 of California, Alameda County determined my hourly rate of \$750 for work performed
12 from 2015 to 2018 was reasonable for class action and PAGA work.

13 23. During this case, I performed a number of tasks to advance the litigation and
14 resolve this matter including, but not limited to, the following: (1) preparation of the
15 complaint; (2) preparation of the PAGA notice; (3) preparation of formal discovery
16 requests; (4) review and analysis of documents, information and other discovery provided
17 by SAK; (5) preparation of Case Management Conference statements and attend Case
18 Management Conferences; (6) preparation of meet and confer communications regarding
19 SAK's discovery responses; (7) research regarding various issues in the case; (8)
20 preparation of opposition to SAK's motion to bifurcate and attend hearing regarding the
21 same; (9) draft discovery responses to 5 sets of discovery propounded by SAK; (10)
22 preparation of request for informal discovery conference and attend informal discovery
23 conference; (11) numerous communications with SAK's counsel regarding discovery,
24 motions, settlement and various issues; (12) preparation of a stipulated protective order;
25 (13) numerous discussions with Coldcleugh regarding all aspects of the case; (13)
26 preparation of the mediation brief and exhibits; (14) attend full-day mediation; (15) assist
27 in the preparation of the settlement agreement; (16) obtain quotes from proposed
28 settlement administrators and determine the Simpluris \$3,200 quote was the best; and

(17) preparation of this motion and supporting declarations.

24. Attached hereto as Exhibit 4 are true and correct contemporaneous time entry records that set forth the work performed and hours expended by me on this case. As set forth in my time entry records, I have spent 129.6 hours on this case to date. In the coming months, I plan to continue working with the Settlement Administrator to address any issues, address any questions of the PAGA Affected Employees and attend the hearing relating to this motion. I expect to spend another 10-15 hours on these issues after this motion is filed. Thus, I expect to spend a total of 144.6 hours on this case.

25. My firm has spent thousands of dollars prosecuting this action to a successful resolution. Below are the costs incurred and to be incurred:

Filing Fees/One Legal/process service: \$772.74

Mediation fees: \$3,500

PAGA filing fee: \$75

Research-Westlaw: \$450

Postage: \$14.70

Est. One Legal Filing Fees relating to this motion: \$200

Total: \$5,012.44

PAGA Notice of Settlement

26. Notice of the PAGA settlement was communicated to the Labor Workforce Development Agency, including the motion papers filed in support of this motion. Attached hereto as Exhibit 5 is a true and correct copy of this notice.

Letter to Recipients of PAGA Payments

27. The parties prepared a letter to recipients of PAGA Payments, which will be distributed with the checks. The letter is attached to the Settlement Agreement as an Exhibit.

1 I declare under penalty of perjury of the laws of United States and California that
2 this statement is true and correct. Executed this 28th day of December, 2021, at Tahoe
3 Vista, California.
4

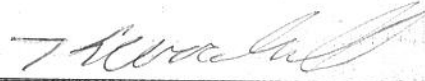
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Kevin F. Woodall
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EXHIBIT 1

WOODALL LAW OFFICES

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San Francisco, California 94111

Direct (415) 413-4629

Fax (866) 937-4109
kevin@kwoodalllaw.com

January 25, 2020

SUBMITTED ONLINE

Department of Industrial Relations
PAGA Administrator/Accounting Dept.
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)

SAK Hospitality, Inc. (dba Hampton Inn Vallejo and others)
Attn: Kalpesh Patel (agent for service)
5262 Diamond Heights Blvd #31364
San Francisco, CA 94131

SAK Hospitality, Inc. (dba Hampton Inn Vallejo and others)
Attn: Sukhdev Patel, Chief Executive Officer
1596 Fairgrounds Drive
Vallejo, CA 94589

**Re: Roshawn Coldcleugh and those similarly situated v. SAK Hospitality,
Inc. (dba Hampton Inn Vallejo and others) and its affiliates**

To Whom It May Concern:

This office represents Roshawn Coldcleugh and former and current California employees who have worked for SAK Hospitality, Inc., which does business as Hampton Inn Vallejo and others (collectively “SAK”), in connection with the above-referenced matter. Please direct all future communication regarding this matter to my attention. This notice is sent pursuant to the provisions of California Labor Code §§ 2699, *et seq.*, the Private Attorneys General Act (“PAGA”).

I. FACTUAL BACKGROUND

Roshawn Coldcleugh and former and current California employees have worked for SAK and its affiliates during the past year. Ms. Coldcleugh is currently employed in the food preparation department of the Hampton Inn Vallejo.

During their employment, Ms. Coldcleugh and other former and current California employees of SAK have not received accurate or compliant wage statements as required by California Labor Code § 226. Specifically, during the past year, their wage statements did not include the correct rates of pay, the correct gross and net wages earned, the correct hours worked, and hours worked at the corresponding hourly rates, among other violations under California Labor Code § 226. Among other things, Ms. Coldcleugh and others work over 8 hours per day (or over 40 hours per week) on many occasions, yet their wage statements do not show any overtime wages or any overtime hours/minutes worked at 1.5 times their regular rates of pay. For example, during pay period November 16-30, 2019, Ms. Coldcleugh worked over 8 hours per day on November 18th, 19th, 22nd, 23rd, 27th and 29th, but her wage statement for this period does not show any overtime hours, any overtime rate of pay that is 1.5 times her regular rate of \$13.50, or any overtime compensation earned. The wage statement simply shows 87.20 regular hours worked at \$13.50 and 4 hours of holiday pay at \$13.50. The wage statements also fail to show any premium pay for missed meal and rest periods.

Although not required under PAGA, Ms. Coldcleugh and other former and current California employees of SAK are deemed to have suffered an injury as a result of the inaccurate and noncompliant wage statements, as they could not promptly and easily determine from their wage statements their total hours worked, their correct gross and net wages earned or their hourly rates of pay, including at the corresponding hours worked. Instead, they had to refer to other documents and retain an attorney to obtain relevant documents and make such determinations.

Ms. Coldcleugh and other former and current California employees of SAK were denied meal and rest periods, along with premium pay for missed meal and rest periods, in violation of Labor Code §§ 226.7 and 512. They were often not permitted or unable to take rest periods due to a heavy workload or other factors, including a rest period for every 4 hours of work or major fraction thereof. Likewise, they were supposed to receive an uninterrupted, 30-minute meal period before the end of the 5th hour of work, but often received less than 30 minutes (as reflected in their time entries) or started their meal period after working in excess of 5 hours. For instance, on November 29, 2019, Ms. Coldcleugh started working at 4:55 a.m., but was not permitted to start a meal period until 10:25 a.m. On November 10, 2019, Ms. Coldcleugh was only given a 25-minute meal period. Despite missing meal and rest periods, Ms. Coldcleugh and other former and current California employee of SAK were not provided premium pay for the missed

meal or rest periods, as reflected in their wage statements.

Ms. Coldcleugh and other former and current California employees of SAK did not receive all minimum wages, regular wages and overtime wages for all hours, in violation of Labor Code §§ 510, 1194, and 1197, including when their employment was terminated or they resigned in violation of Labor Code § 203. Among other things, Ms. Coldcleugh and other former and current California employees worked over 40 hours per week and/or over 8 hours per day during many weeks, but they were denied overtime compensation at 1.5 times their regular rates of pay during many pay periods. Instead, they were paid at their regular rates of pay for all hours worked, as noted above.

Ms. Coldcleugh and other California employees of SAK are required to wear uniforms, but SAK does not pay them to launder their uniforms or reimburse them of the costs associated with laundering their uniform in violation of Labor Code § 2802.

On information and belief, SAK not only failed to timely pay or pay California employees all wages earned during their employment in violation Labor Code § 204, it failed to pay all wages earned on the dates their employment was terminated or within 72 hours of their resignation date.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Ms. Coldcleugh and other former and current California employees have various legal claims against SAK. Further investigation and formal discovery will likely uncover other claims and additional facts supporting the liability. These violations include, but are not limited to, the following:

FAILURE TO PROVIDE EMPLOYEES WITH ACCURATE AND REQUIRED ITEMIZED STATEMENT OF WAGES

(Labor Code §§ 226(a), 226.3, 2699)

Pursuant to Labor Code § 226(a), at the time of each payment of wages, every employer must provide its employees with an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee; (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and his or her partial social security number or employee identification number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Employers must maintain wage statements for a period of at least 3 years and provide copies to employees or former employees who request them within 21 days.

On information and belief, SAK failed to provide such writings and all of this information to its employees, including Ms. Coldcleugh and other former and current California employees. Among other violations, their wage statements do not list their correct hourly rates of pay, their correct hours worked, their correct hourly rates of pay at the corresponding hours worked, or the correct gross and net wages earned. As noted earlier, Ms. Coldcleugh and others were not paid overtime wages when they worked over 8 hours per day or over 40 hours per week. Thus, their wage statements fail to show any overtime rates of pay at 1.5 times the regular rate of pay, gross and net wages that reflect overtime pay, or the number of hours worked at an overtime rate of pay. Their wage statements also fail to show the correct gross and net wages earned, as they do not show premium pay for missed meal and rest periods or time spent performing services, such as washing uniforms. On information and belief, SAK did not retain the necessary wage statements for the required 3 years.

Subsection (e) of Labor Code § 226 states:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00), and is entitled to an award of costs and reasonable attorney's fees.

Although not necessary under PAGA, Ms. Coldcleugh and other former and current California employees of SAK were deemed injured because they could not promptly and easily determine from their wage statements alone, all of the aforementioned information required by Labor Code § 226, including their correct gross and net wages earned, their correct hours worked, and their correct rates of pay, including at the corresponding hours worked, among other things. They had to hire an attorney to obtain relevant documents and make such determinations. Pursuant to Labor Code § 2699 et seq., Ms. Coldcleugh and other former and current California employees are entitled to collect 25% of the penalty to be imposed.

Labor Code § 226.3 imposes an additional civil penalty on the employer for a violation of Labor Code § 226(a). The penalty amount is \$250.00 per employee per initial violation, and \$1,000 per employee per subsequent violation. This civil penalty is in addition to the civil penalty of \$100/\$200 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 et seq. for a violation. Pursuant to Labor Code § 2699 et seq., Ms. Coldcleugh and other former and current California employees are entitled to collect 25% of the penalty assessed.

UNPAID MINIMUM WAGES, OVERTIME WAGES, and REGULAR WAGES

(Labor Code §§ 510, 558, 1194 and 1197)

On information and belief, during their employment with SAK, Ms. Coldcleugh and other former and current California employees did not receive all minimum wages, regular and agreed upon wages and overtime wages for hours worked.

Pursuant to Labor Code § 510, non-exempt employees are entitled to 1.5 times their regular pay rate for any work performed in excess of 8 hours in a day, any work performed in excess of 40 hours per week and for the first 8 eight hours on the seventh workday. Further, they are entitled to twice their regular pay rate for any work performed past 12 hours in one day or past 8 hours on the seventh day.

According to Labor Code §§ 1194 and 1197 et seq., employers are required to pay employees the minimum wage rate for all hours worked.

On information and belief, although Ms. Coldcleugh and other former and current California employees of SAK worked regular and overtime hours, SAK failed to pay them all minimum wages, regular and agreed upon wages, and overtime wages, which it owes to them. On further information and belief, SAK did not pay former California employees all minimum wages, regular wages and overtime wages when their employment ended. As noted above, SAK did not pay Ms. Coldcleugh and other former and current California employees overtime wages (1.5 times their regular rates of pay) when they worked over 8 hours per day or over 40 hours per week. Instead, the hours were paid at their regular rates of pay. On information and belief, SAK did not pay Ms. Coldcleugh and/or other California employees for all hours worked, including all hours they were clocked in and hours worked off-the-clock, such as when laundering uniforms. For these reasons, among other things, Ms. Coldcleugh contends all minimum wages, regular and agreed upon wages and overtime wages were not paid to her and other California employees.

For a violation of § 510, Labor Code § 558 imposes a penalty of \$50.00 for each underpaid employee for the initial violation and \$100.00 per employee for each pay period for which the employee was underpaid. This civil penalty is in addition to the civil penalty of \$100/\$200 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 et seq. for a violation. Furthermore, pursuant to Labor Code § 2699 et seq., Ms. Coldcleugh and other former and current California employees are entitled to collect 25% of the penalty assessment.

FAILURE TO TIMELY PAY REGULAR, MINIMUM AND OVERTIME WAGES

(Labor Code §§ 204, 210, 225.5, 227.3, 558, 1194, 1197 and 1197.1)

Pursuant to Labor Code § 204, all wages earned by any person in any employment are due and payable twice during each calendar month, at the times set forth in this

section. Furthermore, Labor Code § 204 states that “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.” On information and belief, SAK violated this code section by not timely paying, in the pay period earned, all regular, agreed upon and overtime wages owed to Ms. Coldcleugh and other former and current California employees, as described above or otherwise. Instead, on information and belief, wages earned in one pay period were paid in a later, unrelated pay period. Labor Code § 210 imposes a civil penalty of \$200.00 for each willful or intentional violation of Section 204 in failing to pay each employee, plus 25% of the amount unlawfully withheld. Additionally, pursuant to Labor Code § 2699 et seq., Ms. Coldcleugh and other former and current California employees are entitled to collect 25% of the penalty.

For such violations, Labor Code §§ 558 and 1197.1 impose a penalty of \$50.00 for each underpaid employee for the initial violation and \$100.00 per employee for each pay period for which the employee was underpaid.

The civil penalties noted above are in addition to the civil penalty of \$100/\$200 per pay period for each violation, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 et seq. for a violation. Pursuant to Labor Code § 2699 et seq., Ms. Coldcleugh and other former and current California employees are entitled to 25% of the penalty.

PREMIUM PAY OWED FOR MISSED MEAL AND REST PERIODS

(Labor Code §§ 226.7 and 512)

Labor Code § 226.7(a) states, “no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.” The applicable Wage Orders provide, in pertinent part: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest for four (4) hours or major fraction thereof.” Labor Code § 512 and the Wage Orders require an uninterrupted, 30-minute meal period when employees work in excess of 6 hours per day and require the meal period start before the end of the 5th hour of work.

During the time that Ms. Coldcleugh and other former and current non-exempt California employees performed work for SAK, on information and belief, they were often not provided all 10-minute rest periods in violation of the standard articulated in Brinker or all uninterrupted, 30-minute meal periods before the end of the 5th hour of work. As noted earlier, Ms. Coldcleugh and other former and current non-exempt California employees were unable to take their rest periods because the workload was too heavy, among other things. However, they did not receive premium pay for all missed rest periods. Mr. Coldcleugh and others were not authorized or permitted to take an entire 30 minutes for a meal period or to begin meal periods before the end of the 5th hour

of work on many occasions. Accordingly, SAK failed to provide Ms. Coldcleugh and other former and current non-exempt California employees the rest and meal periods due them under the law. Labor Code § 226.7(b) states: “[I]f an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided.” Consequently, Ms. Coldcleugh and other former and current non-exempt California employees of SAK were entitled to receive a one-hour wage premium for each day a rest period was required but not provided and another hour of premium pay for each day a compliant meal period was not provided, but this did not occur as demonstrated (in part) in time entry records and wage statements.

The civil penalty for violating Labor Code §§ 226.7 and 512 is \$100/\$200 per pay period, per aggrieved employee, for each violation pursuant to Labor Code § 2699 et seq. Pursuant to Labor Code § 2699 et seq., Ms. Coldcleugh and other former and current non-exempt California employees are entitled to collect 25% of the penalty assessment.

DUTIES OF EMPLOYER

(Labor Code §§ 1174, 1174.5, 1175 and 1198)

Labor Code § 1174 describes certain duties of every employer in this state. Subsection (d) of this labor code section, IWC wage orders and Labor Code § 1198 require that payroll records show the hours worked daily by employees and the corresponding wages to be paid for the hours worked. On information and belief, SAK violated this requirement by failing to accurately record employee hours worked and/or paid, including the beginning and ending of work periods and when all meal periods were taken. Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100/\$200 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 et seq. for a violation of Labor Code §§ 1174.(d), 1198 and IWC wage orders. Ms. Coldcleugh and other former and current non-exempt California employees are entitled to collect 25% of the penalty imposed pursuant to § 2699 et seq.

DUTIES OF EMPLOYER

(Labor Code § 2802)

Labor Code § 2802 requires employers to reimburse employees for necessary business expenses. SAK failed to reimburse Ms. Coldcleugh and other employees for the costs associated with laundering their work uniforms, among other things. The civil penalty is \$100/\$200 per pay period, per aggrieved employee pursuant to Labor Code § 2699 et seq. for a violation of Labor Code § 2802. Ms. Coldcleugh and other former and

current California employees are entitled to collect 25% of the penalty imposed pursuant to § 2699 et seq.

**FAILURE TO FULLY COMPENSATE EMPLOYEES WHEN THEIR
EMPLOYMENT ENDS**

(Labor Code §§ 201, 202, 203 and 256)

Labor Code § 201 requires employers to immediately pay any wages, without abatement or reduction, to any employee who is discharged. Labor Code § 202 requires employers to pay all wages earned and unpaid, without abatement or reduction, no later than 72 hours of receiving an employee's notice of intent to quit or immediately at the time of quitting if the employee provided at least 72 hours' notice of intent to quit. For violations of Labor Code §§ 201 and 202, Labor Code § 203 causes the unpaid wages of the employee to continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than 30 days. Likewise, Labor Code § 256 provides for a penalty of 30 days' wages as a result of the same violations. On information and belief, SAK violated each of the foregoing Labor Code sections and is responsible for the foregoing penalties, along with civil penalties under Labor Code § 2699 et seq. Again, SAK did not pay or timely pay all minimum wages, agreed upon wages or overtime wages to former California employees upon the termination of their employment. Among other things, SAK failed to pay or timely pay minimum wages, regular wages, premium pay and overtime wages within the time periods set forth in Labor Code §§ 201-202. The civil penalty is \$100/\$200 per pay period, per aggrieved employee pursuant to Labor Code § 2699 et seq. for a violation. Ms. Coldcleugh and former California employees of SAK are entitled to collect 25% of the penalty imposed pursuant to Labor Code § 2699 et seq.

ATTORNEY'S FEES, INTEREST, & PENALTIES

(Labor Code §§ 218.5, 218.6, 2699(g)(1), 2699.5)

Labor Code §§ 218.5, 218.6, and 2699(g)(1) give employees the right to recover in a civil action interest, reasonable attorney's fees, and costs of suit. Accordingly, SAK is liable for interest, attorney's fees and costs. Ms. Coldcleugh and other former and current California employees of SAK have already incurred and will continue to incur costs in seeking to recover penalties.

Furthermore, Ms. Coldcleugh is entitled to bring a civil action for her wage and hour claims on behalf of all of other SAK current and former employees. Thus, SAK is liable for penalties resulting from violations involving all other similarly situated current and former employees.

MISCELLANEOUS

Given the circumstances discussed in this letter, SAK violated or is believed to have violated a myriad of other Labor Code provisions, including but not limited to, Labor Code §§ 201 through 2802.

III. CONCLUSION

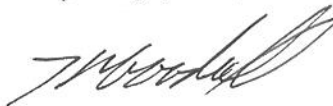
Please be advised that this notice is intended to exhaust the requirements set forth under California Labor Code §§ 2699, *et seq.* By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency before he or she can invoke the provisions of § 2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(A).) If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file or amend a lawsuit invoking the provisions under Labor Code § 2699. (Labor Code § 2699.3(a)(2)(A).)

Any matters not addressed herein within the proscribed time under Labor Code § 2699 *et seq.* shall be pursued in litigation.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Lastly, our office is willing to engage in settlement discussions with SAK relating to the wage and hour claims set forth in this notice, among other claims. We encourage SAK to engage in settlement discussions upon receipt of this notice. If a settlement is not reached, Ms. Coldcleugh advises that she will avail herself of all legal remedies.

Very truly yours,



Kevin F. Woodall

EXHIBIT 2

SETTLEMENT AGREEMENT PURSUANT TO
PRIVATE ATTORNEYS GENERAL ACT (PAGA)

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Roshawn Coldcleugh ("Plaintiff"), for herself and on behalf of the State of California and all Private Attorneys General Act ("PAGA") Settlement Group Members, on the one hand, and Defendant SAK Hospitality, Inc. ("Defendant"), on the other hand (collectively, the "Parties"), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Action (as defined in Section I below) against Defendant shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff and the PAGA Settlement Group Members as set forth herein.

1. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) "Action" means the civil action, *Roshawn Coldcleugh v. SAK Hospitality, Inc.*, pending in the Superior Court of California, County of Solano, case No. FCS054652.
- (b) "Agreement" means this Settlement Agreement.
- (c) "Approval Date" means the date that is the last to occur of the following events: (1) the Court's granting approval of this Agreement, subject to modification by the Court, (2) the Court's signing of the approval of this Agreement, and (3) the filing of the Final Order with the Court.
- (d) "Complaint" means the Complaint filed by Plaintiff on or about April 6, 2020 in the Action.
- (e) "Court" means the Superior Court of California, County of Solano.
- (f) "Defendant" means SAK Hospitality, Inc.
- (g) "Defense Counsel" or "Counsel for Defendant" means:

Clarice C. Liu
Liu Employment Law Firm
Four Embarcadero Center, Suite 1400
San Francisco, CA 94111
Telephone: (415) 288-8622

- (h) "Putative Aggrieved Employees" means Plaintiff, and all current and former non-exempt employees employed by Defendant in California from January 25, 2019 through the Approval Date. The Parties agree and acknowledge that the Complaint erroneously includes "exempt employees" in the Action, but the Parties agree that the only employees at issue in this Action are non-exempt employees.
- (i) "Putative Aggrieved Employee Penalty Payment" means the portion of the Settlement Sum that shall be paid to each PAGA Settlement Group Member per the terms and conditions of this Agreement.
- (j) "Effective Date" means the date by which all of the following have occurred:
 - (1) The Court has approved the Settlement;
 - (2) The Court has entered the Final Order; and,
 - (3) The longer of (a) 30 days after entry of judgment on the PAGA claims or (b) any date set by the Court for anyone to object, appeal or intervene, without objection, appeal or intervention, or in the event any objection, appeal, or intervention is filed, the date that same is disposed in the Parties' favor and is no longer subject to review by any court, whether by appeal, petition for rehearing or re-argument, petition for review, or otherwise. Defendant contends no third party or administrative agency or official has a right to object to, intervene or otherwise participate in this approval process, other than the LWDA receiving a copy of the proposed agreement. Should any appeal, objection, or intervention not result in approval of the Parties' Settlement as described herein, the Settlement shall be void *ab initio* and of no further force or effect, and the Parties shall be returned in all respects to their respective positions as of October 19, 2021, the day before the mediation in this matter.
- (k) "Final Order" means the final Court order entered in this Action in accordance with the terms herein, or as modified by the Court, the Court adopting and approving this Agreement (and the terms of Settlement described herein), dismissing the PAGA claims with prejudice, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.
- (l) "LWDA" means the State of California Labor and Workforce Development Agency.

- (m) "Named Plaintiff" or "Plaintiff" means Roshawn Coldcleugh.
- (n) "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698 et seq.
- (o) "PAGA Claims" means claims for PAGA penalties, pursuant to Labor Code section 2699 et seq. that: (1) arose or may be alleged to have arisen at any time from January 25, 2019 up to and including the Approval Date, and (2) are based on or arise from facts and/or violations alleged in the Complaint including, but not limited to, violations of Labor Code provisions: 201, 202, 203, 204, 210, 226, 226.7, 256, 510, 512, 558, 1194, and 1198. Plaintiff agrees and acknowledges that the Complaint erroneously includes allegations of violation of California Labor Code sections 1174, 1174.5, 1197, 1197.1 and 2802. The Parties agree that any and all allegations pursuant to these provisions in the Complaint shall be stricken.
- (p) "PAGA Settlement Group Members" means the "Putative Aggrieved Employees" as defined hereinabove. Defendant represents there are approximately 110 individuals that compose the PAGA Settlement Group Members, subject to adjustment as of the Approval Date, and these individuals worked approximately 1,238 pay periods from January, 2019 to October, 2021. The Parties agree that there is no statutory right to provide aggrieved employees the option to opt out of the PAGA Settlement Group Members.
- (q) "Plaintiff's Counsel" means:
- Kevin F. Woodall
Woodall Law Offices
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 413-4629
- (r) "Putative Aggrieved Employee List" means a complete list of all Putative Aggrieved Employees that Defendant will diligently and in good faith compile from their records and provide to the Claims Administrator within ten (10) business days after the Approval Date. The Putative Aggrieved Employee List will be formatted in a readable Microsoft Office Excel spreadsheet and will include (if available) each Putative Aggrieved Employee's full name; most recent mailing address and telephone number; Social Security number; the hire and termination dates, Pay Periods, and any other relevant information needed to calculate settlement payments. The Parties agree that this list constitutes confidential personnel action and will be maintained by the Claims Administrator with the strictest confidence and will not be released to Plaintiff, Plaintiff's Counsel, or any Putative Aggrieved Employee.

- (s) "Released Parties" means SAK Hospitality, Inc. and any and all subsidiaries of SAK Hospitality, Inc., and each of their past, present, and future parents, affiliated companies, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns, and each of their past, present and future officers, investors, directors, executives, trustees, agents, employees, attorneys, representatives, benefit plans sponsored or administered by the Released Parties, and any other persons or entities acting on behalf of or in concert with any of the foregoing.
- (t) "Settlement" means the Parties' agreement, as detailed herein, to dispose of the Action as to Defendant.
- (u) "Settlement Sum" means the total gross settlement amount of One Hundred Forty Thousand Dollars (\$140,000.00) to be paid by Defendant as provided by this Agreement to fully and finally settle, resolve and conclude this Action as to Defendant, as provided under this Agreement, without any admission of fault or liability. Under no circumstances shall the Settlement Sum exceed \$140,000.00. The Settlement Sum is inclusive of Plaintiff's Counsel's attorney's fees and costs and settlement administration costs.

II. FACTUAL BACKGROUND

- (a) On or about January 25, 2020, Plaintiff served a letter to the LWDA and Defendant ("January 25, 2020 Letter"), in accordance with the requirements of Labor Code section 2699.3(a), to notify the LWDA of alleged violations of the California Labor Code by Defendant arising from Plaintiff's employment with Defendant. The January 25, 2020 Letter alleged that Defendant had violated California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 2802. The January 25, 2020 Letter also indicated that Plaintiff intended to pursue a representative civil action under the PAGA against Defendant pursuant to Labor Code section 2699 et seq. The LWDA declined to investigate the alleged violations, permitting Plaintiff to initiate a PAGA action in court.
- (b) On April 6, 2020, Plaintiff initiated an action by filing a complaint in Roshawn Coldcleugh v. SAK Hospitality, Inc., pending in the Superior Court of California, County of Solano, case No. FCS054652 (the "Action"). This Action was brought on an individual basis for Plaintiff and on a putative representative basis under PAGA on behalf of the State of California and other allegedly Putative Aggrieved Employees. Plaintiff's Complaint alleged the following causes of action: (1) failure to provide accurate and compliant itemized wage statements; (2) failure to pay overtime wages; (3) failure to provide rest periods; (4) failure to provide meal periods; (5) violation of the Private Attorneys General Act Relating to Unpaid Overtime Wages (6) violation of

the Private Attorneys General Act relating to inaccurate and noncompliant wage statements; (7) violation of the Private Attorneys General Act relating to timely pay final wages; (8) violation of the Private Attorneys General Act relating to failure to provide rest periods; and (9) violation of the Private Attorneys General Act relating to failure to provide meal periods. With respect to the PAGA claims in the Complaint, Plaintiff alleged violations of Labor Code sections 201-203, 226, 226.7, 510, 512, 558, 1194 and 1198.

- (c) This Agreement sets forth the terms and conditions of the resolution of the entire Complaint, including the individual claims and the PAGA Claims asserted on behalf of the State of California and the PAGA Settlement Group Members.
- (d) The Parties engaged in a substantial exchange of documents and information during discovery. The Parties reached this Settlement only after substantial discovery and investigation were performed.
- (e) On October 20, 2021, the Parties engaged in a one-day mediation session with mediator Harris Weinberg of ADR Services, Inc. After an extensive negotiation facilitated by Mr. Weinberg, the Parties reached this Settlement, including a settlement of Plaintiff's individual claims against Defendant.
- (f) The Settlement embodied in this Agreement is contingent on (i) issuance by the Court of a Final Order approving the Settlement, dismissing the PAGA Claims with prejudice in their entirety, (ii) entry of the Final Order enforcing the terms of the Settlement, and retaining jurisdiction to ensure compliance with the Court's Final Order only, (iii) discharge of Defendant and the Released Parties from liability for the PAGA Claims released by this Agreement, (iv) release of the PAGA Claims released by this Agreement against the Released Parties by Plaintiff, the State of California and all PAGA Settlement Group Members, (v) submission of the Court's Final Order by Plaintiff's counsel to the LWDA within ten (10) business days of entry of the order pursuant to California Labor Code 2699(1)(3), and (vi) all parties bearing their respective fees and costs except as expressly provided in this Agreement.
- (g) Within ten (10) business days of the Court's issuing the Final Order, Plaintiff will submit a Request for Dismissal to dismiss the entire case against Defendant, with prejudice, including the dismissal of the individual and PAGA claims. However, the Court shall retain the jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the PAGA settlement, as part of the Final Order.
- (h) Defendant disputes and denies Plaintiff's allegations and various causes of action asserted in the Complaint, including, without limitation, Plaintiff's individual claims, and the PAGA Claims which are resolved by this Agreement.

III. APPROVAL AND IMPLEMENTATION OF SETTLEMENT

A. Court Approval

Because this Action includes PAGA claims, this Agreement requires review and approval by the Court. See Cal. Lab. Code 2699(1)(2). Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is expressly contingent upon the Court's approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of and entry of the Final Order in accordance therewith). If Court approval is not given and the Final Order is not entered, under the specific material terms requested, this entire Agreement shall automatically be deemed null and void ab initio, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

The Parties will cooperate in seeking approval of the settlement as described in this Agreement, including by drafting and filing the Plaintiff's Motion for Approval of Settlement. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to the approval and implementation of the settlement. Defendant shall provide a declaration in support of Plaintiff's Motion for Approval of Settlement, which sets forth the financial challenges faced by Defendant due to the pandemic. Plaintiff's Counsel shall draft the Plaintiff's Motion for Approval of Settlement and provide the draft to Defendant's Counsel for review at least five (5) business days prior to the filing date for the Plaintiff's Motion for Approval of Settlement and to meet and confer regarding any modification by Defendant's Counsel. Plaintiff's Counsel shall submit Plaintiff's Motion for Approval of Settlement papers to the LWDA no later than five (5) business days after the Settlement Agreement and motion papers are filed with the Court.

Plaintiff will file Plaintiff's Motion for Approval of Settlement upon the Parties' agreement. At the hearing on the Plaintiff's Motion for Approval of Settlement, the Parties will jointly appear, support the granting of the motion, and submit an order granting the motion in the form agreed upon by the Plaintiff's Counsel and Defense Counsel.

If the Court does not grant the application for approval of Plaintiff's Motion for Approval of Settlement, then this Agreement will become null and void, in which case the Parties will not have any obligations pursuant to the terms of this Agreement. Provided that the Court's approval of this Settlement Agreement is consistent with the material terms of this Agreement, the Parties hereby waive any and all rights to appeal the approval of this Settlement Agreement, and the Final Order therefore will become non-appealable at the time it is entered.

Plaintiff shall submit a copy of the Final Order in this Action and a copy of any other order providing for or denying an award of civil penalties within ten (10) days after entry of the Final Order, in compliance with section 2699(1)(3) of the California Labor Code. If Plaintiff fails to satisfy this condition in strict compliance with section 2699(1)(3) of the California Labor

Code, the Settlement shall be voidable at Defendant's option and all parties will be returned to their litigation positions as of October 19, 2021.

B. Settlement Sum Payment Procedures

(1) Settlement Sum

In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), Defendant agrees to pay the Settlement Sum, which is the total and all-inclusive amount Defendant will be obligated to pay under the Settlement embodied by this Agreement. Other than payment of that portion of the Settlement Sum specifically allocated to settle the PAGA Claims, there shall be no other PAGA Claims payments arising out of or related to Putative Aggrieved Employees' allegations for the time period from January 25, 2019 up to and including the date the Court enters the Final Order asserted against Defendant or any of the Released Parties on behalf of Plaintiff, the State of California, any PAGA Settlement Group Member, or any other individual or entity. The Settlement Sum shall be allocated as follows:

a. Attorneys' Fees and Costs:

The Settlement Sum will include a payment to Plaintiff's Counsel in the amount of Eighty Thousand Dollars (\$80,000) as attorneys' fees and actual costs pursuant to PAGA and relating to Plaintiff's individual wage and hour claims under Labor Code sections 226, 226.7, 512, 510, 1194 and 218.5, all of which provide for the recovery of attorneys' fees and costs ("Attorney's Fee Amount"). Plaintiff represents that the Attorney's Fee Amount is a reasonable amount of attorney's fees and costs expended by Plaintiff's Attorney in this litigation to date and will submit a declaration supporting said fees and costs to the Court.

b. Claims Administration Fees:

All Claims Administration expenses shall be paid from the Settlement Sum and is estimated to be Three Thousand Two Hundred Dollars (\$3,200.00). Claims administration expenses paid to an outside Claims Administration service must come out of the Settlement Sum. The Parties agree to retain Simpluris, Inc. ("Claims Administrator") to serve as the Claims Administrator in this matter.

c. Payment of PAGA Penalties:

The total sum available for payment of PAGA penalties shall be deducting the Attorney's Fee Amount and Claims Administration Fees from the \$140,000.00 Settlement Sum (this will yield the "Net Settlement Amount"). Of the Net Settlement Amount, for each PAGA Settlement Group Member, seventy-five percent (75%) of his or her allocated share of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Penalty Payment") and the remaining

twenty-five percent (25%) shall be distributed to the PAGA Settlement Group Members ("Putative Aggrieved Employee Penalty Payment").

The "Putative Aggrieved Employee Penalty Payment" for each PAGA Settlement Group Member shall be determined based on a formula taking into account the number of each PAGA Settlement Group Member's "Pay Periods." A "Pay Period" shall be defined as any instance when a Putative Aggrieved Employee received a wage statement between January 25, 2019 and the Approval Date.

The amount paid to each PAGA Settlement Group Member will be determined as follows: The Net Settlement Amount will be divided by the total number of Pay Periods for all PAGA Settlement Group Members during the relevant time period (January 25, 2019 up to and including the Approval Date) ("Pay Period Amount"). Each PAGA Settlement Group Member will then be paid an amount equal to the Pay Period Amount multiplied by that PAGA Settlement Group Member's total number of Pay Periods.

(2) Funding and Distribution Process

Within ten (10) business days after the Effective Date, Defendant will retain the Claims Administrator and transmit to the Claims Administrator the Settlement Sum (\$140,000.00). This transmittal wholly satisfies Defendant's obligations with respect to the funding and disbursement process.

The Claims Administrator will be responsible for: establishing the settlement fund account; calculating payments to Plaintiff and PAGA Settlement Group Members and the State of California; preparing, printing, and mailing the settlement checks and accompanying Notice to PAGA Settlement Group Members; disbursing payment of Attorney's Fee Amount to Plaintiff's Counsel; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the Net Settlement Amount; printing and providing PAGA Settlement Group Members, Plaintiff, and Plaintiff's Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; distributing the amount of voided checks to the cy pres recipients, and for such other tasks as the Parties mutually agree or the Court orders.

Within ten (10) business days of receipt of the Settlement Sum, the Claims Administrator will disburse Putative Aggrieved Employee Penalty Payments to each PAGA Settlement Group Member to the last known physical address on file with Defendant in its regularly maintained records. Prior to this disbursement, the Claims Administrator shall run a single skip trace for every separated PAGA Settlement Group Member. PAGA Settlement Group Members who receive their Putative Aggrieved Employee Penalty Payments via U.S. Mail will receive a letter along with their Putative Aggrieved Employee Penalty Payment explaining the reason for the payment, the content of which will be agreed upon by the Parties prior to execution of

this Settlement and attached as an Exhibit hereto. If any mail is returned, the Claims Administrator will use best efforts to update the address and resend via U.S. Mail. Such mailing as described in this paragraph shall be conclusive evidence of payment of the Putative Aggrieved Employee Penalty Payments, and shall satisfy any and all due process requirements. All funds not claimed within 180 days of mailing of payment shall be sent to the cy pres recipients, as mutually agreed by the Parties or as ordered by the Court. If a PAGA Settlement Group Member cannot be located, or if the individual fails to cash the check within 180 days after it is mailed to him or her, the Claims Administrator will distribute the funds represented by the uncashed check to the cy pres recipients, as mutually agreed by the Parties or as ordered by the Court.

Within ten (10) business days of receipt of the Settlement Sum, the Claims Administrator shall send a check to the LWDA as and for the LWDA Penalty Payment, in the amount calculated pursuant to the terms of this Settlement, along with a copy of the Final Order, and any other documents required pursuant to California Labor Code section 2699(1).

Within ten (10) business days of the Settlement Sum, the Claims Administrator will disburse from the Settlement Sum an amount sufficient to pay the Attorneys' Fees and Costs described in III (B)(a), in the form of a check for the Attorney's Fee Amount made payable to "Woodall Law Offices" delivered to Plaintiff's Counsel.

(3) No Additional Contribution by Defendant

Defendant's monetary obligation under this Agreement is limited to the Settlement Sum. In no event shall Defendant be required to pay more than the Settlement Sum of \$140,000.00 to obtain the relief (including, but not limited to, the Settlement, releases of claims and, issuance of the Final Order) provided in this Agreement or to fully and finally settle and resolve the PAGA Claims. The Settlement Sum of \$140,000.00 includes the Attorney's Fee Amount of \$80,000 which consists of all attorney's fees and costs relating to the PAGA claims and Plaintiff's individual claims.

Notwithstanding the foregoing, Defendant will make an individual payment to Plaintiff ("Individual Payment") in exchange for the general release of her claims as described in a separate Individual Settlement Agreement ("Individual Settlement Agreement"). The Individual Settlement Agreement will not be filed with the Court as a public document, or otherwise disclosed in any manner. This Individual Payment will not be deducted from the Settlement Sum and will be separately paid by Defendant to Plaintiff under the terms and conditions of the Individual Settlement Agreement. The Parties agree to disclose this Individual Payment amount in chambers in order for the Court to make a determination that this settlement was reached in good faith in an arms' length negotiation. Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendant will cease to have

any obligation to pay any portion of the Settlement Sum to anyone under the terms of this Agreement.

(4) Tax Indemnity

The Putative Aggrieved Employee Penalty Payments are penalties, shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. Plaintiff and each PAGA Settlement Group Member will be responsible for paying all applicable state, local and federal income taxes on their respective amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard. Plaintiff and Plaintiff's counsel shall cooperate with Defendant and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiff and/or any PAGA Settlement Group Member should any taxing authority challenge the allocation of the Settlement Payments and/or Putative Aggrieved Employee Penalty Payments.

In the event any taxing authority asserts that the characterization of Plaintiff's Settlement Payments hereunder are inappropriate and/or Plaintiff fails to pay any tax liability resulting from the payments made hereunder, and Defendant is made to pay any taxes, settlements, interest, penalties, and/or other sums (hereinafter collectively referred to as "Tax Payments") to a taxing authority as a result of the payments made to Plaintiff, Plaintiff shall fully indemnify and reimburse Defendant for any and all such Tax Payments upon demand and reasonable verification of sums paid.

IV. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission

Defendant disputes that Plaintiff or any PAGA Settlement Group Member are entitled to any additional wages other than those already paid and/or any penalties, dispute the allegations and each and every cause of action in the Action, and dispute that the Action may be maintained on a class, collective or representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Settlement Sum and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendant (and any of the Released Parties) in any way, shape or form, and Defendant and the Released Parties deny any such liability or wrongdoing.

B. Non-Evidentiary Use

Except for purposes of effectuating the Settlement pursuant to this Agreement and for Defendant (and/or a Released Party) to establish that a PAGA Settlement Group Member has

resolved any of his/her claims released through this Agreement, and regardless of whether the Final Order occurs, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Settlement Sum) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Action, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendant or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

C. Nullification

If (a) the Court should for any reason fail to approve this Settlement consistent with the material specific terms agreed to by the Parties and set forth herein, (b) the Court should for any reason fail to enter the Final Order, or (c) the Final Order is reversed, modified, or declared or rendered void, then this Agreement shall automatically be considered null and void ab initio. An example of a material change in the terms includes a change in the economic terms of the settlement.

In that instance, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (ii) all Parties to this Agreement and the pleadings in this Action shall stand in the same position they were the day prior to the October 20, 2021 mediation in this Action, without prejudice to either Party; and (iii) Defendant will not have any obligation to pay any portion of the Settlement Sum to anyone under the terms of this Agreement.

Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

V. RELEASE AND WAIVER OF CLAIMS

Upon entry of the Final Order, Plaintiff, all PAGA Settlement Group Members, and the State of California shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged Defendant and each and all of the Released Parties from any and all PAGA Claims as defined herein that arose or may be alleged to have arisen at any time from January 25, 2019 up to and including the Approval Date. To the extent an alleged PAGA violation arises directly from the operative facts pled in the Complaint and implicates the same primary rights and defenses being settled here, those claims are settled and released to the fullest extent permitted under applicable law.

A. No Additional Attorneys' Fees or Costs

The Parties agree to bear their own attorneys' fees and costs related to this Action except as specifically provided above with respect to the Attorney's Fee Amount, and Plaintiff's counsel waives any and all rights to further attorneys' fees and costs from Defendant in connection with this Action.

VI. MISCELLANEOUS PROVISIONS

A. LWDA Notice

The LWDA will be given notice of this Settlement pursuant to the 2016 amendments to the PAGA. Cal. Lab. Code 2699(1)(2). Plaintiff will serve a copy of the Settlement to the LWDA on the same day the Settlement is filed with the Court.

Additionally, a copy of the Court's Final Order will be submitted by Plaintiff to the LWDA within ten (10) days after entry of the Final Order, pursuant to California Labor Code 2699(1)(3).

B. PAGA Settlement Group Member Information

All information of the PAGA Settlement Group Members will be deemed confidential personnel information and shall be filed under seal. Notwithstanding the foregoing, the total number of Pay Periods (without employee identifying information) is not required to be filed under seal under this provision.

C. Voluntariness

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

D. Amendments

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiff and an authorized representative of Defendant.

E. Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Plaintiff's Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

F. Representation and Warranties

Plaintiff's Counsel and Plaintiff jointly and severally represent and warrant to Defendant that there are no attorneys beyond those named as Plaintiff's counsel who have claims for fees arising out of the Action or the Settlement contemplated hereby.

G. Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

H. Entire Agreement

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, other than the Individual.

I. Waiver of Compliance

A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

J. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or its/their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

K. Meet and Confer Regarding Dispute(s)

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff's counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes and, if necessary, shall then attempt resolution by expedited telephonic mediation with Mediator Harris Weinberg, prior to submitting such disputes to the Court.

The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other

action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. The Parties' counsels can agree to non-material changes to this Settlement Agreement and the Parties agree to act in good faith to address any concerns raised by the Court in connection with the approval hearing.

L. Agreement Binding on Successors

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

M. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

N. Fair Settlement

Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action as to Defendant and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

O. Headings

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

P. Continuing Jurisdiction

The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the PAGA Settlement Group Members to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement.

Q. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

R. Confidentiality/Public Statements

This Settlement and Agreement shall remain confidential in every respect until the Plaintiff's filing of the Motion for an Order Approving the Settlement.

Plaintiff and Plaintiff's counsel will not (a) issue any press or other media release, (b) initiate any contact with the press, other media (including social media), or any third party, (c) respond to any inquiry from the press, or media, or (d) have any communication with the press or other media about the Action, including, but not limited to the fact, amount, and terms of the Settlement, either before or after the Court approves this Agreement.

After the filing of the Motion for an Order Approving the Settlement, Plaintiff's counsel agrees to limit any discussion of this case and the Settlement Agreement to reference only information that is contained in the Notice to be sent to the PAGA Settlement Group Member, as well as publicly available information about the case (and summaries of same) and the settlement to be posted on Plaintiff's counsel's website in order to provide additional information to the PAGA Settlement Group Members. Plaintiff's counsel further agrees to provide Defendant's counsel with a copy of any information specifically referencing this case that will be posted on their website seven days in advance of any such posting, and that such website will be removed upon conclusion of the case. This Section shall not preclude Defendant from sharing the details of this Settlement with opposing counsel in other pending and/or future class and putative class, collective and PAGA actions, as well as mediators and their staff, provided any such disclosure is expressly designated as a "Confidential Settlement Communication."

To the extent additional limited public disclosures are required to effectuate the Settlement or to notify the courts or parties in any pending, related proceeding, such limited and necessary details may be revealed with the consent of all Parties. However, any such disclosures shall not constitute a waiver of confidentiality with respect to any information not publicly disclosed.

S. No Collateral Attack

The Parties agree that this Agreement may not be subject to collateral attack by any PAGA Settlement Group Member or the State of California prior to or after entry of the Final Order, to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Date: 12/12/21


ROSHAWN COLDCLEUGH

Date: 12/20/21

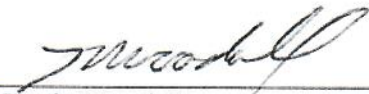
SAK HOSPITALITY, INC.

By: 
Kalpesh S. Patel
Chief Operating Officer

ATTORNEYS APPROVE AS TO FORM:

Date: 12/12/21

WOODALL LAW OFFICES

By: 
Kevin Woodall
Attorney For Plaintiff, Roshawn
Coldcleugh

Date: 12/20/21

LIU EMPLOYMENT LAW FIRM

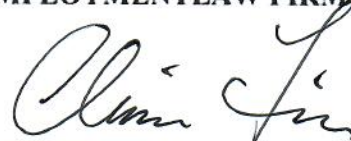
By: 
Clarice Liu
Attorney For Defendant, SAK Hospitality,
Inc.

EXHIBIT A

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT

Coldcleugh v. SAK Hospitality, Inc.
Superior Court of California, County of Solano
(Case No. FCS054652)
Settlement Administrator
Simpluris
3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104

This is a court-authorized notice, not a solicitation. This is not a lawsuit against you, and you are not being sued. However, your legal rights are affected.

On ____ [Date], the Solano County Superior Court approved a settlement of claims under the Private Attorneys General Act (“PAGA”) brought by Plaintiff Roshawn Coldcleugh (“Plaintiff”) against Defendant SAK Hospitality, Inc. (“Defendant”) for civil penalties on behalf of the government and those employees Plaintiff claims were aggrieved by Defendant’s alleged violations of wage and hour laws (“Complaint”). Plaintiff claims that Defendant violated the rights of Defendant’s non-exempt employees by, among other things, failure to pay overtime wages, to provide timely payments, to provide meal and rest periods and to provide compliant itemized wage statements.

It is important to note that Defendant denies these claims, and it further denies that it owes any penalties to the government or to you, and assert that it has fully complied with all applicable wage and hour laws. Nevertheless, to avoid further costs and time in defending the case, Defendant has settled the case, and the Court has approved the settlement and release of claims described below. By settling this case, Defendant is not admitting that it has done anything wrong.

The settlement resolves the PAGA claims of each non-exempt employee who worked for Defendant from January 25, 2019 to ____ [Date of Approval] (collectively the “PAGA Settlement Group Members”). To avoid protracted litigation, the parties settled this lawsuit for \$140,000, inclusive of attorney’s fees and costs, the settlement administrator’s fee, payment to PAGA Settlement Group Members and the State of California. After subtracting attorney’s fees, costs and other expenses, seventy-five percent (75%) of the net amount is being paid to the California Labor and Workforce Development Agency, as required by law, and twenty-five percent (25%) of the net amount is being paid to the PAGA Settlement Group Members. Enclosed is your payment of \$____, representing the portion of this settlement amount allocated to you under the terms of the settlement agreement in this matter and the law.

In exchange for this payment, Defendant and its related Released Parties were provided a release of the claims under the PAGA, as to all of its non-exempt employees, from January 25, 2019 to [Date of Court Approval]. The settlement approved by the court resolves any and all PAGA claims and recoverable remedies under California Labor Code sections 2698 *et seq.*, arising during the period from January 25, 2019 to ____ [Date of Approval] by any and all PAGA Settlement Group Members, including you. All PAGA Settlement Group Members, including you, shall be deemed to have released all known and unknown claims under PAGA that were or could have been asserted in the Complaint based on the factual allegations in the Complaint, including but not limited to penalties (and attorney’s fees) for failure to pay overtime wages, to provide timely payments, to provide meal and rest periods, to provide compliant wage statements, waiting time penalties, and all derivative PAGA penalties available to the PAGA Settlement Group Members.

If you have any questions regarding the enclosed check, you may contact the Claims Administrator at the address listed at the top of this notice.

EXHIBIT 3

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 4

Coldcleugh Timesheet		
Date	Activity	Time (in hours)
1/20/2020	Speak with client regarding facts and allegations (.7)	0.7
1/21/2020	Review and analyze wage statements and time entries (1.9)	1.9
1/25/2020	Prepare PAGA notice (2.9)	2.9
3/25/2020	Prepare complaint (6.5)	6.5
3/26/2020	Continue to prepare complaint (3.9); speak with client regarding facts (.1)	4
7/9/2020	Prepare CMC statement and letter to court clerk (.7)	0.7
9/22/2020	Review letter and signed Notice of Acknowledgment and Receipt (.1)	0.1
11/10/2020	Leave message for opposing counsel regarding failure to file Answer (.1); review Answer and exchange email with opposing counsel (.3)	0.4
11/24/2020	Exchange email with opposing counsel (.1); speak with opposing counsel regarding informal discovery and mediation (.2); prepare email to opposing counsel with the requested informal discovery (.2)	0.5
12/14/2020	Prepare special interrogatories and document requests (3.9); send email to opposing counsel regarding the same (.1)	4
12/28/2020	Prepare CMC statement and letter to clerk (.8); prepare emails to opposing counsel (.2)	1
1/13/2021	Attend CMC (.8)	0.8
1/16/2021	Review responses to interrogatories and document requests and documents produced (.7); send email to opposing counsel regarding meet and confer (.1)	0.8
1/19/2021	Send follow-up email to opposing counsel regarding meet and confer (.1)	0.1
1/22/2021	Meet and confer with opposing counsel regarding discovery responses (.3)	0.3
2/2/2021	Exchange email with opposing counsel regarding extension on MTC deadline and discovery (.2)	0.2
2/15/2021	Send email to opposing counsel regarding discovery issues (.1)	0.1
3/3/2021	Review letter from opposing counsel and conduct related research (1.7); prepare second meet and confer letter to opposing counsel and send to opposing counsel via email (.6)	2.3
3/7/2021	Send email to opposing counsel regarding discovery issues (.1)	0.1
3/11/2021	Prepare request for informal discovery conference (5.0); exchange email with opposing counsel (.1)	5.1
3/22/2021	Exchange email with court clerk and opposing counsel regarding setting informal discovery conference (.3)	0.3

3/24/2021	Peruse motion to bifurcate and calendar deadlines (.3); exchange email with opposing counsel regarding production of discovery relating to Coldcleugh (.1)	0.4
3/25/2021	Exchange email with opposing counsel regarding missing documents relating to Coldcleugh and review documents produced (.3)	0.3
3/31/2021	Prepare responses to 5 sets of discovery requests (7.4); speak with client regarding discovery responses and facts (.4)	7.8
4/2/2021	Continue to prepare discovery responses for production (.8); send email to opposing counsel serving the responses (.1)	0.9
4/12/2021	Prepare for informal discovery conference (1.7); attend informal discovery conference, including waiting to be heard (1.2); review records (.2); lengthy discussion with opposing counsel regarding discovery issues (.7); send confirming email to opposing counsel (.1)	3.9
4/16/2021	Exchange email with opposing counsel (.2)	0.2
4/20/2021	Exchange email with opposing counsel regarding discovery issues (.6)	0.6
4/26/2021	Meet and confer discussion with opposing counsel (.5); prepare stipulated protective order (.7); prepare email confirming meet and confer discussions (.3)	1.5
4/30/2021	Exchange email with opposing counsel (.1); review redlined changes to protective order (.3); determine sample from information provided and send email to opposing counsel regarding the same (.4); prepare letter to court regarding protective order (.1)	0.9
5/1/2021	Prepare opposition to motion to bifurcate and sequence discovery, related research and prepare supporting declarations (10.5)	10.5
5/11/2021	Review Defendant's reply brief and supporting declarations in support of motion to bifurcate (.8); research regarding Defendant's defenses that time entry records do not include accurate hours worked and other issues (3.2)	4
5/17/2021	Check for tentative ruling and review tentative ruling (.3); review email from opposing counsel (.1)	0.4
5/18/2021	Prepare for hearing on Defendant's motion to bifurcate (1.3); attend hearing (.8)	2.1
5/21/2021	Review meet and confer letter and discovery response (.7); discussion with opposing counsel regarding mediation and discovery issues (.4); send emails to ADR (.2)	1.3
5/27/2021	Speak with client regarding mediation and mediation date (.3)	0.3
5/29/2021	Further discussion with client regarding mediation date (.1); send email to mediator's assistant regarding mediation date (.1)	0.2
6/2/2021	Exchange email with opposing counsel and mediator's assistant regarding mediation date (.2); speak with client regarding her availability (.1)	0.3

6/14/2021	Contact court regarding protective order (.4); send email to opposing counsel regarding protective order and production of sample (.1)	0.5
7/9/2021	Exchange email with opposing counsel (.2); begin review of sampling records (5.9)	6.1
7/10/2021	Continue to review sampling of records produced (5.5); send email to opposing counsel regarding information need for mediation (.1)	5.6
7/23/2021	Review documents to send to opposing counsel (.6); exchange emails with opposing counsel (.4)	1
7/26/2021	Exchange emails with opposing counsel regarding the need for pay periods (.3)	0.3
7/27/2021	Send email to mediator cancelling mediation (.1); exchange email with opposing counsel regarding the same (.2)	0.3
7/29/2021	Exchange email with opposing counsel (.1)	0.1
7/30/2021	Speak with opposing counsel regarding mediation and discovery (.5); send email to client with proposed new mediation date (.1); send email to opposing counsel regarding number of violations (.2)	0.8
8/2/2021	Attend CMC (.6)	0.6
8/6/2021	Send email to client regarding mediation (.1); send email to opposing counsel regarding pay periods (.1)	0.2
9/15/2021	Review email from opposing counsel regarding pay periods (.1); perform calculations regarding penalties and damages (.6); speak with client regarding her individual damages (.3); prepare email to opposing counsel regarding damages/penalties and settlement offer (.5)	1.5
10/5/2021	Speak with opposing counsel regarding mediation and sample issues (.5); conduct research and pass along to opposing counsel (1.7); exchange email with expert (.2)	2.4
10/6/2021	Exchange email with opposing counsel regarding case law and review case (.5)	0.5
10/9/2021	Prepare mediation brief and exhibits, analyze timesheets and wage statements, and supplement mediation brief (5.4)	5.4
10/10/2021	Finalize mediation brief (1.3); send email to mediator regarding brief and exhibits (.1)	1.4
10/20/2021	Attend mediation (7.5)	7.5
10/26/2021	Exchange email with opposing counsel regarding draft agreement and settlement administrators (.2)	0.2
10/28/2021	Exchange email with client and opposing counsel regarding draft agreement, next steps and administrators (.4)	0.4
10/31/2021	Review draft agreements from opposing counsel (.8); send email to opposing counsel regarding the same (.1)	0.9

11/1/2021	Exchange email with opposing counsel regarding the number of PAGA affected employees and the need for Word versions of agreements for purposes of redlined changes (.2); send emails to prospective administrators requesting quotes (.3)	0.5
11/2/2021	Exchange emails with opposing counsel regarding administrator quotes and review quotes (.5)	0.5
11/3/2021	Review both draft settlement agreements and make redlined changes (2.7)	2.7
11/10/2021	Review comments of opposing counsel and respond to the same (.5)	0.5
11/18/2021	Send follow-up email to opposing counsel regarding draft agreements (.1)	0.1
11/29/2021	Send email to opposing counsel regarding status of agreement (.1)	0.1
12/7/2021	Exchange email with opposing counsel (.2); review further revised version of agreements and make redlined changes (1.4)	1.6
12/10/2021	Speak with client regarding material terms in agreements (.4); review final redlined changes to agreements (.3); send email to opposing counsel regarding agreements (.1); send email to client regarding agreements (.1)	0.9
12/11/2021	Begin preparation of motion for approval of PAGA settlement (7.6)	7.6
12/12/2021	Continue preparation of motion for approval of PAGA settlement and supporting declaration (7.3); prepare draft PAGA notice to be mailed with checks (.6); send email to opposing counsel regarding draft PAGA notice (.1); exchange email with client regarding agreements and send email to opposing counsel regarding the same (.3)	8.3
12/14/2021	Review draft changes to PAGA notice to be sent with checks (.2); exchange email with opposing counsel regarding the same (.1)	0.3
12/20/2021	Review signed agreement from opposing counsel and send draft MPA re settlement approval and Woodall Declaration to opposing counsel for review (.2)	0.2
12/22/2021	Review redlined changes of opposing counsel to MPA re settlement approval (.3); send email to opposing counsel regarding the same (.1); finalize MPA and Woodall declaration in support of motion to approve PAGA settlement (1.4); prepare notice of motion and motion for approval of PAGA settlement (.4)	2.2
	Total	129.6