

1 DAVID G. SPIVAK (SBN 179684)  
david@spivaklaw.com  
2 CAROLINE TAHMASSIAN (SBN 285680)  
caroline@spivaklaw.com  
3 THE SPIVAK LAW FIRM  
4 8605 Santa Monica Bl  
PMB 42554  
5 West Hollywood, CA 90069  
Telephone: (213) 725-9094  
6 Facsimile: (213) 634-2485

7 Attorneys for Plaintiff(s),  
8 ANTHONY SIKES, and all others similarly situated  
9 (Additional attorneys for Plaintiff(s) on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF SOLANO**  
12 **(UNLIMITED JURISDICTION)**

13 ANTHONY SIKES, on behalf of himself, all  
14 others similarly situated, the general public, and  
15 as an “aggrieved employee” on behalf of other  
16 “aggrieved employees” under the Labor Code  
Private Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 WING DHABA, INC., a California corporation;  
20 2 SINGHS HAVE WINGS, INC., a California  
21 corporation; DAD'S SAPNA INC., a California  
22 corporation; PKA CORPORATION, a  
23 California corporation; WINGS FOR 2 SINGHS  
24 INC, a California corporation; BIKRAMJIT  
SINGH RANDHAWA, an individual; and  
DOES 1–50, inclusive,

25 *Defendant(s).*  
26  
27  
28

Case No. FCS054490

**PLAINTIFF ANTHONY SIKES’S  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Hearing Date: 4/26/2023  
Hearing Time: 9:30 a.m.  
Hearing Dept.: 3, The Honorable  
Stephen Gizzi

Action filed: March 05, 2020  
Trial Date: None Set



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

**ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)**

WALTER L. HAINES (SBN 71075)  
walter@uelglaw.com  
UNITED EMPLOYEES LAW GROUP  
4276 Katella Ave  
Suite 301  
Los Alamitos, CA 90720  
Telephone: (562) 256-1047  
Facsimile: (562) 256-1006  
  
Attorneys for Plaintiff(s),  
ANTHONY SIKES, and all others similarly situated



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

## TABLE OF CONTENTS

|                                                                          |    |
|--------------------------------------------------------------------------|----|
| TABLE OF AUTHORITIES.....                                                | iv |
| I. INTRODUCTION.....                                                     | 1  |
| II. BACKGROUND.....                                                      | 2  |
| A. The Claims and Procedural History .....                               | 2  |
| B. Mediation.....                                                        | 2  |
| C. Defendants' Financial Condition.....                                  | 3  |
| III. OVERVIEW OF THE SETTLEMENT .....                                    | 3  |
| A. Settlement Class Definition.....                                      | 3  |
| B. Monetary Terms .....                                                  | 3  |
| C. Timing of Payments .....                                              | 5  |
| D. Calculation of Settlement Shares.....                                 | 6  |
| E. Apportionment of Settlement Shares.....                               | 7  |
| F. The Releases.....                                                     | 7  |
| G. Notice and Claims Process and Procedures.....                         | 9  |
| 1. Class Member Disputes .....                                           | 10 |
| 2. Opting Out .....                                                      | 10 |
| 3. Objecting .....                                                       | 11 |
| H. Uncashed Checks.....                                                  | 11 |
| I. Defendants' Right to Withdraw .....                                   | 12 |
| IV. CERTIFICATION OF THE CLASS IS APPROPRIATE .....                      | 12 |
| A. The Settlement Class Is Objectively Ascertainable.....                | 12 |
| B. The Membership of the Settlement Class Is Sufficiently Numerous ..... | 13 |
| C. Class Members Share a Well-Defined Community of Interest .....        | 13 |
| D. Plaintiff Is Typical of the Settlement Class .....                    | 14 |

{RANDBI/0002/PLD/01981402.DOCX}



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

|    |                                                                                       |    |
|----|---------------------------------------------------------------------------------------|----|
| 1  | E. Plaintiff Will Adequately Represent the Settlement Class .....                     | 14 |
| 2  | F. Class Action Treatment Is the Superior Means For Resolving The Claims Of The Class |    |
| 3  | Members .....                                                                         | 15 |
| 4  | V. THE COURT SHOULD GRANT PRELIMINARY APPROVAL BECAUSE THE                            |    |
| 5  | SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE .....                                    | 15 |
| 6  | A. Legal Standard.....                                                                | 15 |
| 7  | B. The Settlement Is Presumptively Fair .....                                         | 16 |
| 8  | C. The Settlement Satisfies the <i>Kullar</i> Factors for Approval .....              | 17 |
| 9  | 1. Evaluation of Plaintiff’s Case.....                                                | 17 |
| 10 | a. Risks Associated with Defendants’ Financial Condition .....                        | 17 |
| 11 | b. Risks Associated with the Unpaid Wages Claim .....                                 | 18 |
| 12 | c. Risks Associated with the Meal Period Claims.....                                  | 19 |
| 13 | d. Risks Associated with the Rest Break Claims.....                                   | 20 |
| 14 | e. Risks Associated with the Statutory “Wage Statement” Penalty Claims.....           | 20 |
| 15 | f. Risks Associated with The Waiting Time Penalties Claim.....                        | 20 |
| 16 | g. Risks Associated With the PAGA Claim .....                                         | 20 |
| 17 | h. Risks Associated With A Pick-Up Stix Campaign.....                                 | 22 |
| 18 | 2. Allocation of the PAGA Payment .....                                               | 23 |
| 19 | 3. Presence of Governmental Participant .....                                         | 24 |
| 20 | 4. Reaction of Class Members to Proposed Settlement.....                              | 24 |
| 21 | VI. THE SETTLEMENT FAIRLY, ADEQUATELY, AND REASONABLY COMPENSATE                      |    |
| 22 | CLASS MEMBERS BECAUSE IT WILL PAY EACH CLASS MEMBER BASED ON                          |    |
| 23 | THE POTENTIAL EXTENT OF HIS OR HER INJURY COMPARED TO OTHER                           |    |
| 24 | CLASS MEMBERS .....                                                                   | 24 |
| 25 | VII. ALLOCATION FOR CLASS COUNSEL’S FEE AWARD AND ATTORNEYS’ FEES                     |    |
| 26 | AND COSTS AWARD FOR LITIGATION EXPENSES IS APPROPRIATE .....                          | 24 |
| 27 | VIII. THE CLASS REPRESENTATIVE SERVICE PAYMENT TO PLAINTIFF                           |    |
| 28 | SHOULD BE PRELIMINARILY APPROVED BECASUSE IT IS FAIR, ADEQUATE,                       |    |
|    | AND REASONABLE .....                                                                  | 25 |

{RANDBI/0002/PLD/01981402.DOCX}



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

|                                                                                                                                                                                                                    |    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| IX. THE PROPOSED SETTLEMENT ADMINISTRATION COSTS SHOULD BE<br>PRELIMINARILY APPROVED BECAUSE THEY ARE FAIR, ADEQUATE, AND<br>REASONABLE.....                                                                       | 26 |
| X. THE PROPOSED NOTICE AND SETTLEMENT ADMINISTRATION PLAN SHOULD<br>BE APPROVED BECAUSE IT IS REASONABLY CALCULATED TO GIVE ACTUAL<br>NOTICE TO CLASS MEMBERS AND SUFFICIENT TIME TO EXERCISE THEIR<br>RIGHTS..... | 26 |
| XI. CONCLUSION .....                                                                                                                                                                                               | 27 |



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

{RANDBI/0002/PLD/01981402.DOCX}

## TABLE OF AUTHORITIES

### Cases

|                                                                                                    |        |
|----------------------------------------------------------------------------------------------------|--------|
| <i>Arenas v. El Torito Rests., Inc.</i> ,<br>(2010) 183 Cal. App. 4th 723 .....                    | 13     |
| <i>Bell v. Farmers Ins. Exchange</i><br>(2004) 115 Cal.App.4th 715 .....                           | 25     |
| <i>Bernstein v. Virgin Am., Inc</i><br>(N.D. Cal. 2022) 2022 WL 17994018 .....                     | 21, 22 |
| <i>Bowles v. Superior Court</i><br>(1955) 44 Cal.2d 574 .....                                      | 13     |
| <i>Bravo v. Gale Triangle, Inc.</i><br>(C.D. Cal. Feb 16, 2017) 2017 WL 708766 .....               | 17     |
| <i>Brinker Restaurant Corp. v. Superior Court</i><br>(2012) 53 Cal.4th 1004 .....                  | 19     |
| <i>Capitol People First v. Dept. of Developmental Servs.</i><br>(2007) 155 Cal. App. 4th 676 ..... | 13     |
| <i>Carrington v. Starbucks Corp.</i><br>(2018) 30 Cal.App.5th 504 .....                            | 22, 23 |
| <i>Cartt v. Superior Court</i><br>(1975) 50 Cal.App.3d 960 .....                                   | 26     |
| <i>Chindarah v. Pick Up Stix, Inc.</i><br>(2009) 171 Cal.App.4th 796 .....                         | 22     |
| <i>Chu v. Wells Fargo Investments, LLC</i><br>(N.D. Cal. Feb. 16, 2011) 2011 WL 67245 .....        | 23     |
| <i>Classen v. Weller</i><br>(1983) 145 Cal.App.3d 27 .....                                         | 14     |
| <i>Comcast Corporation v. Behrend</i><br>(2013) 133 S.Ct. 1426 .....                               | 20     |
| <i>Daar v. Yellow Cab Co.</i><br>(1967) 67 Cal.2d 695 .....                                        | 13     |

///

{RANDBI/0002/PLD/01981402.DOCX}



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

|    |                                                 |           |
|----|-------------------------------------------------|-----------|
| 1  | <i>Dunk v. Ford Motor Co.</i>                   |           |
| 2  | (1996) 48 Cal.App.4th 1794 .....                | 3, 12, 16 |
| 3  | <i>Duran v. U.S. Bank National Assn</i>         |           |
| 4  | (2014) 59 Cal. 4th 1 .....                      | 19, 20    |
| 5  | <i>Franco v. Ruiz Food Prods., Inc</i>          |           |
| 6  | (E.D. Cal. Nov. 27, 2012) 2012 WL 5941801 ..... | 23, 24    |
| 7  | <i>Garcia v. Gordon Trucking</i>                |           |
| 8  | (E.D. Cal. Oct. 31, 2012) 2012 WL 5364575 ..... | 24        |
| 9  | <i>Hebbard v. Colgrove</i>                      |           |
| 10 | (1972) 28 Cal.App.3d 1017 .....                 | 13        |
| 11 | <i>Hicks v. Toys ‘R’ Us–Delaware, Inc.</i>      |           |
| 12 | (C.D. Cal. Sept. 2, 2014) 2014 WL 4703915 ..... | 23        |
| 13 | <i>Hopson v. Hanesbrands Inc.</i>               |           |
| 14 | (N.D. Cal. Aug. 8, 2008) 2008 WL 3385452 .....  | 23        |
| 15 | <i>Hopson v. Hanesbrands Inc.</i>               |           |
| 16 | (N.D. Cal. Apr. 3, 2009) 2009 WL 928133 .....   | 23        |
| 17 | <i>Hypolite v. Carlson</i>                      |           |
| 18 | (1975) 52 Cal.App.3d 566 .....                  | 12        |
| 19 | <i>In re Activision</i>                         |           |
| 20 | (N.D. Cal. 1989) 723 F.Supp. 1373 .....         | 25        |
| 21 | <i>In re Ampicillin Antitrust Litig.</i>        |           |
| 22 | (D.D.C. 1981) 526 F.Supp. 494 .....             | 25        |
| 23 | <i>In re Newbridge Networks Sec. Litig.</i>     |           |
| 24 | (D.D.C. Oct. 23, 1998) 1998 WL 765724 .....     | 17        |
| 25 | <i>In re Omnivision Techs., Inc.</i>            |           |
| 26 | (N.D. Cal. 2008) 559 F.Supp.2d 1036 .....       | 17        |
| 27 | <i>In re Pacific Enterprises</i>                |           |
| 28 | (9th Cir. 1995) 47 F.3d 373 .....               | 25        |
|    | <i>Jong v. Kaiser Foundation Hospital</i>       |           |
|    | (2012) 226 Cal.App.4th 391 .....                | 18        |
|    | ///                                             |           |

{RANDBI/0002/PLD/01981402.DOCX}

|    |                                                     |           |
|----|-----------------------------------------------------|-----------|
| 1  | <i>Ketchum v. Moses</i>                             |           |
| 2  | (2001) 24 Cal. 4th 1122.....                        | 24        |
| 3  | <i>Kullar v. Foot Locker Retail, Inc.</i>           |           |
| 4  | (2008) 168 Cal.App.4th 116.....                     | 3, 16, 17 |
| 5  | <i>Laffitte v. Robert Half Intl, Inc.</i>           |           |
| 6  | (2016) 1 Cal. 5th 480.....                          | 24, 25    |
| 7  | <i>Laguna v. Coverall N. Am., Inc.</i>              |           |
| 8  | (9th Cir. 2014) 2014 U.S. App. LEXIS 10259.....     | 18, 23    |
| 9  | <i>Lazarin v. Pro Unlimited, Inc.</i>               |           |
| 10 | (N.D. Cal. July 11, 2013) 2013 WL 3541217 .....     | 23        |
| 11 | <i>Lealao v. Beneficial Cal., Inc.</i>              |           |
| 12 | (2000) 82 Cal. App. 4th 19.....                     | 24        |
| 13 | <i>Magadia v. Wal-Mart Assocs.</i>                  |           |
| 14 | (N.D. Cal. 2019) 384 F. Supp. 3d. 1058.....         | 22        |
| 15 | <i>McGhee v. Bank of America</i>                    |           |
| 16 | (1976) 60 Cal.App.3d 442 .....                      | 14        |
| 17 | <i>Nordstrom Com. Cases</i>                         |           |
| 18 | (2010) 186 Cal.App.4 <sup>th</sup> 576.....         | 23        |
| 19 | <i>Richmond v. Dart Industries, Inc.</i>            |           |
| 20 | (1981) 29 Cal.3d 462 .....                          | 12        |
| 21 | <i>Rose v. City of Hayward</i>                      |           |
| 22 | (1981) 126 Cal.App.3d 926.....                      | 12        |
| 23 | <i>Sav-On Drug Stores, Inc. v. Superior Court</i>   |           |
| 24 | (2004) 34 Cal. 4th 319.....                         | 13        |
| 25 | <i>Spann v. J.C. Penney Corp.</i>                   |           |
| 26 | (C.D. Cal. 2016) 211 F.Supp.3d 1244.....            | 18, 23    |
| 27 | <i>Thurman v. Bayshore Transit Management, Inc.</i> |           |
| 28 | (2012) 203 Cal.App.4th 1112.....                    | 20        |
|    | <i>Torrison v. Tucson Elec. Power Co.</i>           |           |
|    | (9th Cir. 1993) 8 F.3d 1370 .....                   | 18, 23    |
|    | ///                                                 |           |



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

{RANDBI/0002/PLD/01981402.DOCX}

viii

|    |                                                            |            |
|----|------------------------------------------------------------|------------|
| 1  | <i>Troester v. Starbucks Corp.</i>                         |            |
| 2  | (2018) 5 Cal.5th 829 .....                                 | 18         |
| 3  | <i>Trotsky v. Los Angeles Fed. Sav. &amp; Loan Assn.</i>   |            |
| 4  | (1975) 48 Cal.App.3d 134 .....                             | 26         |
| 5  | <i>Tyson Foods, Inc. v. Bouphakeo</i>                      |            |
| 6  | (2015) 136 S.Ct. 382 .....                                 | 20         |
| 7  | <i>Van Vranken v. Atlantic Richfield Co.</i>               |            |
| 8  | (N.D.Cal. 1995) 901 F.Supp. 294 .....                      | 25         |
| 9  | <i>Washington Mut. Bank, FA v. Superior Court</i>          |            |
| 10 | (2001) 248 Cal.4th 906 .....                               | 13         |
| 11 | <i>Washington v. Joe's Crab Shack</i>                      |            |
| 12 | (N.D. Cal. 2010) 271 F.R.D. 629 .....                      | 19         |
| 13 | <i>Wise v. Ulta Salon, Cosmetics &amp; Fragrance, Inc.</i> |            |
| 14 | (E.D. Cal. Aug. 21, 2019) 2019 WL 3943859 .....            | 17         |
| 15 | <b>Statutes</b>                                            |            |
| 16 | Bus. & Prof. Code, section 17200 et seq .....              | 14         |
| 17 | Civ. Code., section 1542 .....                             | 8          |
| 18 | Code Civ. Proc., section 382 .....                         | 1,12, 15   |
| 19 | Lab. Code, section 201 .....                               | 20         |
| 20 | Lab. Code, section 202 .....                               | 20         |
| 21 | Lab. Code, section 203 .....                               | 20         |
| 22 | Lab. Code, section 218.5 .....                             | 26         |
| 23 | Lab. Code, section 218.6 .....                             | 26         |
| 24 | Lab. Code, section 226 .....                               | 20, 22     |
| 25 | Lab. Code, section 2698 .....                              | 2          |
| 26 | Lab. Code, section 2699 .....                              | 20, 21, 24 |



**SPIVAK LAW**  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Rules**

California Rules of Court, Rule 3.766..... 24

California Rules of Court, Rule 3.769..... 15, 24

**Other**

*Alba Conte & Herbert B. Newberg*, Newberg on Class Actions § 3:29 .....14



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

1 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR**  
2 **PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

3 **I. INTRODUCTION**

4 Plaintiff Anthony Sikes (“Plaintiff”) submits this memorandum of points and authorities  
5 in support of his motion for preliminary approval of the CLASS ACTION AND PAGA  
6 SETTLEMENT AGREEMENT AND CLASS NOTICE executed on March 16, 2023 (the  
7 “Settlement”)<sup>2</sup>, which provides for a Gross Settlement Amount (“GSA”) of \$2,000,000.00 in  
8 compromise of all disputed claims on behalf of all hourly, non-exempt employees of Defendants  
9 Wing Dhaba, Inc., 2 Singhs Have Wings, Inc., Dad's Sapna, Inc., PKA Corporation, Wings For 2  
10 Singhs Inc., and Bikramjit Singh Randhawa (collectively “Defendants”) in California at any time  
11 between March 5, 2016 through April 14, 2023 (the earlier of the preliminary approval order date  
12 or 120 days from the execution of the Memorandum of Understanding of December 15, 2022 that  
13 preceded the Settlement Agreement). Through this Motion, Plaintiff respectfully requests for this  
14 Court to (1) provisionally certify the below-defined Class for settlement purposes only under  
15 Code of Civil Procedure § 382; (2) preliminarily approve the Settlement; (3) preliminarily appoint  
16 Plaintiff as Class Representative; (4) appoint David Spivak of The Spivak Law Firm and Walter  
17 L. Haines of United Employees Law Group as Class Counsel; (5) approve the proposed notice  
18 procedures and related forms; and (6) schedule a final approval hearing.

19 This Court should grant Plaintiff’s motion because: (1) for settlement purposes, the  
20 Settlement Class meets the requirements for class certification under Code of Civil Procedure §  
21 382; (2) the Settlement warrants preliminary approval based on all indicia for fairness,  
22 reasonableness, and adequacy; (3) for settlement purposes, Plaintiff is adequate to serve as Class  
23 Representative; (4) Plaintiff’s attorneys are adequate to serve as Class Counsel; (5) the proposed  
24 notice procedures, and related forms, fully comport with due process and adequately apprise Class  
25 Members of their rights; and (6) a final approval hearing must be scheduled to allow Settlement  
26 Class members an opportunity to be heard regarding the Settlement and to give it finality.  
27 Accordingly, for the reasons detailed below, this Court should grant Plaintiff’s Motion in its  
28 entirety and preliminarily approve the Settlement.

///

<sup>2</sup> The Settlement is attached as Exhibit (“Ex.”) 1 to the Declaration of David Spivak (“DS”),  
which is submitted herewith under a separate cover.



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

## **II. BACKGROUND**

Defendants own and operate restaurants under common ownership. DS, ¶ 4. Defendant Wing Dhaba, Inc. employed Plaintiff as an hourly, non-exempt cook from February 28, 2017 to August 16, 2017 at its Vacaville location, from September 24, 2018 to December 19, 2018 at its Fairfield location, and from June 18, 2019 to August 27, 2019 at its Vacaville location. *Id.*

### **A. The Claims and Procedural History**

On February 5, 2020, Plaintiff notified Defendant Wing Dhaba, Inc. and the California Labor and Workforce Development Agency (“LWDA”), pursuant to the California Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”), of alleged Labor Code violations committed by Defendant Wing Dhaba, Inc. DS, ¶ 5, Ex. 2.

On March 5, 2020, Plaintiff commenced this putative class action by filing a Complaint alleging causes of action against Defendant Wing Dhaba, Inc. for failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay final wages, and related claims. On May 18, 2020, Plaintiff filed a First Amended Complaint against Defendant Wing Dhaba, Inc. adding a claim under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”). On August 11, 2020, Plaintiff filed a Second Amended Complaint to include the PAGA Notice, Exhibit A, that Plaintiff had inadvertently omitted from the First Amended Complaint filed on May 18, 2020. On March 9, 2022, Plaintiff filed a Third Amended Complaint alleging the same causes of action against Wing Dhaba, Inc. and adding the remaining Defendants, 2 Singhs Have Wings, Inc., Dad’s Sapna, Inc. PKA Corporation, Wings for 2 Singhs, Inc. and Bikramjit Singh Randhawa. The Third Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants deny all of Plaintiff’s allegations and strongly contend that their wage and hour policies, practices and procedures are fully compliant with all applicable laws. DS, ¶ 6, Ex. 3-5.

### **B. Mediation**

The Parties thereafter engaged in an informal, voluntary exchange of information in the context of privileged settlement discussions to facilitate an early mediation. Defendants produced Plaintiff’s entire personnel file, copies of their relevant company written policies, time-keeping records, and paycheck data and time and payroll data for the putative class members. DS, ¶ 7.

On November 18, 2021, January 7, 2022, July 13, 2022, November 21, 2022, and December 14, 2022, the Parties participated in mediation sessions presided over by Mr. Jeffrey

{RANDBI/0002/PLD/01981402.DOCX}

Owensby Esq. of Judicate West, an experienced class action mediator, which led to this agreement to settle the Action. During the mediation sessions, each side, represented by his/their respective counsel, recognized the risk of an adverse result in the Action and agreed to settle the Action and all other matters covered by the Settlement pursuant to the terms and conditions of the Settlement. Prior to and during the mediation sessions, Plaintiff obtained, through informal discovery, the number of comparable employees, sample time records, payroll records, financial records, and related information. The Parties also jointly engaged an outside analyst to examine the records and to issue a report thereon. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130 ("*Dunk/Kullar*"). DS, ¶ 8

**C. Defendants' Financial Condition**

At the mediation, it became clear that Defendants had insufficient resources to cover the full extent of the potential liability. DS ¶ 9. As part of the settlement negotiations, within the context of mediation privilege, as requested by Plaintiff's counsel, each of the Defendants produced copies of its/his federal and state tax returns for the last three years and other financial records. *Id.* Plaintiff's Counsel has reviewed the financial records with the aid of a forensic economist. *Id.* The information provided was sufficient to demonstrate the financial condition of the company and its owner. Based on such records, Plaintiff, on his own behalf and on behalf of the putative Class Members, has agreed to settle the lawsuit on the terms set forth in the Settlement. *Id.*

**III. OVERVIEW OF THE SETTLEMENT**

**A. Settlement Class Definition**

The Settlement defines the "Class" as all current and former persons employed by Defendants in California and classified as hourly, non-exempt who worked for Defendants at any time from March 5, 2016 through the preliminary approval order date or 120 days from the execution of the Memorandum of Understanding, whichever is earlier, during the Class Period. The Class Period end date is April 14, 2023, 120 days from execution of the Memorandum of Understanding,

**B. Monetary Terms**

Defendants agree to pay a total of \$2,000,000.00 inclusive of all amounts to be paid to Class Members, attorney fees, costs, enhancement award to the named Plaintiff, PAGA penalties to both the California Labor and Workforce Development Agency ("LWDA") and allegedly



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

1 aggrieved employees and Settlement Administration expenses. Under no circumstances will  
2 Defendants' settlement payment exceed the Gross Settlement Amount. Under no circumstances  
3 will Defendants' settlement payment exceed the Gross Settlement Amount. Notwithstanding the  
4 foregoing, Defendants' share of any employer payroll taxes to be paid in connection with the  
5 Settlement (e.g. FICA, FUTA, payroll taxes and/or similar tax or charge – collectively "Employer  
6 Taxes" shall be paid by Defendants in addition to the Gross Settlement Amount owed on the  
7 Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross  
8 Settlement Amount (or any payroll taxes) prior to the deadlines stated in the Settlement. The  
9 Administrator will disburse the entire Gross Settlement Amount without asking or requiring  
10 Participating Class Members to submit a claim form as a condition of receipt of their individual  
11 settlement. None of the Gross Settlement Amount will revert to Defendants. The expiration date  
12 on the settlement checks will be one hundred and eighty (180) days from the date the settlement  
13 checks are issued. The Administrator will pay those funds represented by uncashed checks to the  
14 California Unclaimed Property Fund in the name of the class members concerned.

15 Payments from the Gross Settlement Amount. The Administrator will make and deduct  
16 the following payments from the Gross Settlement Amount, in the amounts specified by the Court  
17 in the Final Approval:

18 1. To Plaintiff: Class Representative Service Payment to the Class Representative,  
19 subject to approval by the Court, not to exceed \$30,000.00 (in addition to any Individual Class  
20 Payment and any Individual PAGA payment the Class Representative is entitled to receive as a  
21 Participating Class Member). Defendants shall not oppose any enhancement award to Plaintiff as  
22 a Class Representative Service Payment up to \$30,000.00.

23 2. To Class Counsel: A Class Counsel Fees Payment of up to Thirty-Three and One-  
24 Third (33 and 1/3%) on the Gross Settlement Amount, which is estimated to be \$666,666.66,  
25 subject to approval of the Court, and a Class Counsel Litigation Expenses Payment as actually  
26 and reasonably incurred by Class Counsel not to exceed Twenty-Five Thousand Dollars  
27 (\$25,000.00), subject to approval of the Court. Defendants shall not oppose requests for these  
28 payments provided that they do not exceed these amounts and with respect to the Class Counsel  
Litigation Expenses Payment, the costs were actually and reasonably incurred by Class Counsel.

3. To the Administrator: An Administrator Expenses Payment not to exceed  
\$17,000.00 except for a showing of good cause and as approved by the Court. To the extent the

{RANDBI/0002/PLD/01981402.DOCX}



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

Administration Expenses are less or the Court approves payment less than \$17,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

4. To Each Participating Class Member: An Individual Class Payment will be calculated by the Administrator by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods. 33.33% of each Participating Class Member's Individual Class Payment will be allocated as payment for alleged wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 33.33% as alleged unpaid interest and 33.33% as alleged unpaid civil and statutory penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to tax withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA payment and 25% (\$25,000.00) allocated to the Individual PAGA payments. The Administrator will calculate each Individual PAGA payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$25,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA payment. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA payments on IRS 1099 Forms. Settlement, ¶ 3.

**C. Timing of Payments**

The Gross Settlement Amount shall be paid by Defendants in multiple installment payments, and also pay the amount necessary to pay Defendants' share of employer payroll taxes by transmitting the funds to the Administrator as follows:

(1) Within thirty (30) calendar days of the Effective Date, Defendants shall pay the amount of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) of the Gross Settlement Amount ("First Payment"). (2) Defendants shall pay the amount of Fifty Thousand Dollars and No Cents (\$50,000.00) no later than the first anniversary of the First

1 Payment. (3) Thereafter, Defendants shall pay Fifty Thousand Dollars and No Cents  
2 (\$50,000.00) every 180 days thereafter until the Gross Settlement Amount is paid in full  
3 (“Installment Payments”).

4 In the event that the financial condition of Defendants is such that they are unable to make  
5 any payment after the First Payment when due, fifteen (15) days before the due date of such  
6 subsequent payment, counsel for Defendants will notify counsel for Plaintiff and discuss  
7 extension of the due date, and if no agreement is reached, the parties will contact Jeff Owensby  
8 to mediate and resolve the issue. Defendants will cover Mr. Owensby’s fees for such services.

9 Distributions from the Installment Payments toward the Gross Settlement Amount. There  
10 will be multiple distributions of the Gross Settlement Amount as follows:

11 First Distribution. Within fourteen (14) calendar days of the Effective Date, or within ten  
12 (10) calendar days of the deadline for the First Payment (whichever is later), the Settlement  
13 Administrator shall distribute, *pro rata*, the portion of the Gross Settlement Amount Defendants  
14 paid by that date, including *pro rata* portions of the Individual Class Payments, Individual PAGA  
15 Payments, LWDA PAGA payment, Class Representative Service Payment, the Class Counsel  
16 Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administrator’s  
17 expenses.

18 Second Distribution. Within ten (10) calendar days of the final Installment Payment, the  
19 Settlement Administrator shall distribute, *pro rata*, the portion of the Gross Settlement Amount  
20 Defendants paid since the first distribution, including *pro rata* portions of the Individual Class  
21 Payments, Individual PAGA Payments, LWDA PAGA payment, Class Representative Service  
22 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and  
23 the Administrator’s expenses. Settlement, ¶ 4.

24 **D. Calculation of Settlement Shares**

25 An Individual Class Payment will be calculated by the Administrator by (a) dividing the  
26 Net Settlement Amount by the total number of Pay Periods worked by all Participating Class  
27 Members during the Class Period and (b) multiplying the result by each Participating Class  
28 Member’s Pay Periods. Non-Participating Class Members will not receive any Individual Class  
Payments. The Administrator will retain amounts equal to their Individual Class Payments in the  
Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.

PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement

{RANDBI/0002/PLD/01981402.DOCX}



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA payment and 25% (\$25,000.00) allocated to the Individual PAGA payments. The Administrator will calculate each Individual PAGA payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$25,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA payment. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA payments on IRS 1099 Forms. Settlement, ¶ 3.2

**E. Apportionment of Settlement Shares**

33.33% of each Participating Class Member's Individual Class Payment will be allocated as payment for alleged wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 33.33% as alleged unpaid interest and 33.33% as alleged unpaid civil and statutory penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to tax withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Settlement, ¶ 3.2.

**F. The Releases**

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

**Plaintiff's Releases.** Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notices, or ascertained during the Action and released under 6.2, below. ("Plaintiff's Releases.") Plaintiff's Releases do not extend to any claims or actions to enforce the Settlement, or to any claims for vested benefits, unemployment benefits, disability

{RANDBI/0002/PLD/01981402.DOCX}



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

1 benefits, social security benefits, workers' compensation benefits that arose at any time, or based  
2 on occurrences outside the Class Period. Plaintiff acknowledges that he may discover facts or law  
3 different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true  
4 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,  
5 notwithstanding such different or additional facts or his discovery of them.

6 **Plaintiff's Waivers of Rights Under California Civil Code Section 1542.** For purposes  
7 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and  
8 benefits, if any, of section 1542 of the California Civil Code, which reads:

9 A general release does not extend to claims that the creditor or releasing party does not  
10 know or suspect to exist in his or her favor at the time of executing the release, and that if  
11 known by him or her would have materially affected his or her settlement with the debtor  
12 or Released Party.

13 **Release by Participating Class Members Who Are Not Aggrieved Employees:** All  
14 Participating Class Members, on behalf of themselves and their respective former and present  
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released  
16 Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the  
17 Class Period facts stated in the Operative Complaint and ascertained in the course of the Action  
18 including, failure to pay wages, failure to provide meal periods, failure to authorize and permit  
19 rest periods, failure to issue proper wage statements, failure to timely pay wages, failure to  
20 maintain required payroll records, and related allegations. Except as set forth in Section 6.3 of the  
21 Settlement, Participating Class Members do not release any other claims, including claims for  
22 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
23 unemployment insurance, disability, social security, workers' compensation, or claims based on  
24 facts occurring outside the Class Period.

25 **Release by Non-Participating Class Members Who Are Aggrieved Employees:** All  
26 Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf  
27 of themselves and their respective former and present representatives, agents, attorneys, heirs,  
28 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties  
that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated  
in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action  
including, failure to pay wages, failure to provide meal periods, failure to authorize and permit

{RANDBI/0002/PLD/01981402.DOCX}



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

rest periods, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related claims. Settlement, ¶ 6.

**G. Notice and Claims Process and Procedures**

No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Pay Periods, and Pay Periods in the Class Data. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to the Settlement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA payment payable to the Class Member, and the number of Pay Periods and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

The deadlines for Class Members’ written objections, Challenges to Pay Periods and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice. If the Administrator, any of the Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice

{RANDBI/0002/PLD/01981402.DOCX}



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

1 requiring them to exercise options under the Settlement not later than 14 days after receipt of  
2 Class Notice, or the deadline dates in the Class Notice, which ever are later. Settlement, ¶ 8.4.

3 **1. Class Member Disputes**

4 Each Class Member shall have 60 days after the Administrator mails the Class Notice  
5 (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the  
6 number of Class Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in  
7 the Class Notice. The Class Member may challenge the allocation by communicating with the  
8 Administrator via fax, email or mail. The Administrator must encourage the challenging Class  
9 Member to submit supporting documentation. In the absence of any contrary documentation, the  
10 Administrator is entitled to presume that the Pay Periods contained in the Class Notice are correct  
11 so long as they are consistent with the Class Data. The Administrator's determination of each  
12 Class Member's allocation of Pay Periods and/or Pay Periods shall be final and not appealable or  
13 otherwise susceptible to challenge. The Administrator shall promptly provide copies of all  
14 challenges to calculation of Pay Periods and/or Pay Periods to Defense Counsel and Class Counsel  
15 and the Administrator's determination the challenges. Settlement, ¶ 8.6.

16 **2. Opting Out**

17 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must  
18 send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later  
19 than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class  
20 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class  
21 Member or his representative that reasonably communicates the Class Member's election to be  
22 excluded from the Settlement and includes the Class Member's name, address and email address  
23 or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or  
24 postmarked by the Response Deadline.

25 The Administrator may not reject a Request for Exclusion as invalid because it fails to  
26 contain all the information specified in the Class Notice. The Administrator shall accept any  
27 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the  
28 person as a Class Member and the Class Member's desire to be excluded. The Administrator's  
determination shall be final and not appealable or otherwise susceptible to challenge. If the  
Administrator has reason to question the authenticity of a Request for Exclusion, the  
Administrator may demand additional proof of the Class Member's identity. The Administrator's  
determination of authenticity shall be final and not appealable or otherwise susceptible to

{RANDBI/0002/PLD/01981402.DOCX}



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

challenge.

Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under the Settlement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of the Settlement and are eligible for an Individual PAGA payment. Settlement, ¶ 8.5.

### **3. Objecting**

Only Participating Class Members may object to the class action components of the Settlement and/or the Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

Non-Participating Class Members have no right to object to any of the class action components of the Settlement. Settlement, ¶ 8.7.

### **H. Uncashed Checks**

None of the Gross Settlement Amount will revert to Defendants. The expiration date on the settlement checks will be one hundred and eighty (180) days from the date the settlement checks are issued. The Administrator will pay those funds represented by uncashed checks to the California Unclaimed Property Fund in the name of the class members concerned. Settlement, ¶ 3.1.

///

{RANDBI/0002/PLD/01981402.DOCX}



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

**I. Defendants' Right to Withdraw**

If the number of valid Requests for Exclusion identified in the Exclusion List that have been timely and validly filed to opt out of the Settlement exceeds 5.00% of the total of all Class Members prior to the date the Court enters final approval of the Settlement or if the Court fails to approve material terms of the settlement, including the scope of the release, Defendants have the right in their sole and exclusive discretion to terminate and withdraw from the Settlement. The Parties agree that, if Defendants terminate and withdraw from the Settlement, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 10 business days after the Administrator has notified Defendants of a 5% or greater opt-out rate or the Court's denial of the settlement with prejudice.

**IV. CERTIFICATION OF THE CLASS IS APPROPRIATE**

Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest and questions of law and fact common to the class predominate over questions unique to individual class members; (3) the representative's claims are typical of the class's claims; and (4) the representative will fairly and adequately represent the class's interests. *See, e.g., Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. Moreover, in the settlement context, the Court can use a lesser standard to determine the appropriateness of a settlement class as opposed to a litigated class certification. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4<sup>th</sup> 1794, 1807. As explained below, all of these requirements are met in this case.

**A. The Settlement Class Is Objectively Ascertainable**

A class is ascertainable when it may be readily identified without unreasonable expense or time by reference to official records. *Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 932 (citing *Hypolite v. Carlson* (1975) 52 Cal.App.3d 566, 579). Plaintiff maintains that the above-defined Class is ascertainable because its members may be identified by reference to Defendants' records and Defendants have shared the relevant information from their records to facilitate the settlement process. DS, ¶ 10; Settlement, § 4.2. Therefore, the Settlement Class is ascertainable.

///

///

1                    **B.        The Membership of the Settlement Class Is Sufficiently Numerous**

2                    The Settlement Class has sufficiently numerous members to render joinder impractical.  
3                    No set number is required as a matter of law to maintain a class action. *Hebbard v. Colgrove*  
4                    (1972) 28 Cal.App.3d 1017, 1030. Defendants estimate that there are approximately 2,822 Class  
5                    Members. DS, ¶ 11. Plaintiff maintains that it would be impractical and economically inefficient  
6                    to require each Class Member to separately maintain an individual action or be joined as a named  
7                    plaintiff in this action. The California Supreme Court has upheld a class of as few as 10  
8                    individuals. *See Bowles v. Superior Court* (1955) 44 Cal.2d 574. In light of these considerations,  
9                    the Settlement Class' membership is sufficiently numerous. DS, ¶ 11. *See Daar v. Yellow Cab*  
10                    *Co.* (1967) 67 Cal.2d 695.

11                    **C.        Class Members Share a Well-Defined Community of Interest**

12                    The community of interest requirement “embodies three factors: (1) predominant common  
13                    questions of law or fact; (2) class representatives with claims or defenses typical of the class; and  
14                    (3) class representatives who can adequately represent the class.” *Sav-On Drug Stores, Inc. v.*  
15                    *Superior Court* (2004) 34 Cal. 4<sup>th</sup> 319, 326. It “does not mandate that class members have uniform  
16                    or identical claims.” *Capitol People First v. Dept. of Developmental Servs.* (2007) 155 Cal. App.  
17                    4<sup>th</sup> 676, 692. Rather, courts focus on the defendant’s internal policies and “pattern and practice .  
18                    . . in order to assess whether that common behavior toward similarly situated plaintiffs renders  
19                    class certification appropriate.” *Id.* (citing *Sav-On*, 34 Cal. 4<sup>th</sup> at 333).

20                    To justify certification, the class proponent ““must show ... that questions of law or fact  
21                    common to the class predominate over the questions affecting the individual members ....”” *See,*  
22                    *Arenas v. El Torito Rests., Inc.*, 183 Cal. App 4th 723, 732 (2010) (citing *Washington Mut. Bank,*  
23                    *FA v. Superior Court*, 248 Cal 4th 906, 913 (2001)). In light of the more lenient standard for  
24                    certification of a settlement class, the Parties agree that for class certification and representative  
25                    treatment for the purposes of the Settlement only, the claims of the Class Members all stem from  
26                    the same sources. Settlement, ¶ 13.1.

27                    In this case, Plaintiff asserts all class members were subject to the same or similar  
28                    operations and employment policies, practices, and procedures. The claims arise from  
                     Defendants’ alleged policy-driven failure to pay wages, failure to provide meal periods, failure to  
                     authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay  
                     wages, failure to maintain required payroll records, and related labor law violations, all of which  
                     Plaintiff claims constitute unfair business practices and give rise to PAGA penalties. Plaintiff

{RANDBI/0002/PLD/01981402.DOCX}



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

1 asserts that common questions include, but are not limited to: (1) Whether Defendants failed to  
2 pay all wages earned to class members for all hours worked at the correct rates of pay; (2) Whether  
3 Defendants failed to provide the class with all meal and rest periods in compliance with California  
4 law; (3) Whether Defendants failed to pay the class one additional hour of pay on workdays they  
5 failed to provide the class with one or more meal or rest periods in compliance with California  
6 law; (4) Whether Defendants knowingly and intentionally failed to provide the class with accurate  
7 wage statements; (5) Whether Defendants willfully failed to provide the class with timely final  
8 wages; and (6) Whether Defendants engaged in unfair competition within the meaning of  
9 Business and Professions Code section 17200, *et seq.*, with respect to the class. DS, ¶ 12.  
Therefore, common questions predominate.

10 **D. Plaintiff Is Typical of the Settlement Class**

11 The class representative must be similarly situated to the rest of the purported class. *See*  
12 *Classen v. Weller* (1983) 145 Cal. App. 3d 27, 46 (stating “it has never been the law in California  
13 that the class representative must have identical interests with the class members. The only  
14 requirements are ... that the class representative be *similarly* situated”) (emphasis in original); *See*  
15 *also* Newberg, § 3:29 (typicality “focuses on whether there exists a relationship between the  
16 Plaintiff’s claims and the claims alleged on behalf of the class”). Plaintiff contends that his claims  
17 are typical for the purposes of certifying the Settlement Class. Plaintiff asserts that he, like absent  
18 Class Members was subject to the same relevant policies and procedures governing his  
19 compensation, hours of work and meal and rest periods. Because Plaintiff contends that he was  
20 subject to the same general course of conduct as absent Class Members, resolving the common  
21 questions as they apply to Plaintiff will determine Defendants’ *prima facie* liability to all Class  
22 Members. Moreover, Plaintiff’s claims could potentially be subject to the same primary  
23 affirmative defenses as those of absent Class Members. Accordingly, Plaintiff’s claims are typical  
24 of the Class. DS, ¶ 13.

25 **E. Plaintiff Will Adequately Represent the Settlement Class**

26 The adequacy requirement is met where the plaintiff is represented by counsel qualified  
27 to conduct the litigation and the plaintiff’s interest in the litigation is not antagonistic to the class’s  
28 interests. *McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 451. In other words, where the  
plaintiff has adequate counsel, the plaintiff may represent the entire class absent any disabling  
conflicts of interest that might hinder the plaintiff’s ability to represent the class. DS, ¶ 14.

First, Class Counsel have supplied the Court with declarations to show that they are

{RANDBI/0002/PLD/01981402.DOCX}



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

adequate to represent the Settlement Class and that they have significant experience in employment litigation generally, and wage and hour and employment-related class action litigation specifically. *See* DS, ¶¶ 14-23; Declaration of Walter L. Haines (“Haines Decl.”) ¶ 3. Thus, Plaintiff’s counsel are adequate to serve as Class Counsel.

Second, Plaintiff contends that he is an adequate class representative. Plaintiff and the Class Members have strong and co-extensive interests in this litigation because they all worked for Defendants during the relevant time period, allegedly suffered the same alleged injuries from the same alleged course of conduct, and there is no evidence of any conflict of interest between Plaintiff and the Class Members. DS, ¶ 15. Moreover, Plaintiff has demonstrated his commitment to the Settlement Class by, among other things, retaining experienced counsel, providing counsel with documents and extensively speaking with them to assist in identifying the claims asserted in this case, as well as exposing himself to the risk of attorneys’ fees and costs awards against him if this lawsuit had been unsuccessful. DS, ¶ 15. Thus, Plaintiff is adequate to serve as settlement class representative. Accordingly, this Court should find that Plaintiff and his counsel are adequate to represent the Settlement Class as required under Code of Civil Procedure § 382.

**F. Class Action Treatment Is the Superior Means For Resolving The Claims Of The Class Members**

Plaintiff further contends that a class action is also superior to other means adjudicating the issues in this action. The predominance of common legal and factual questions shows that this Court could fairly adjudicate the claims of Class Members through a single class action. In view of the *theoretical* alternatives that proposed class members could potentially utilize—representative PAGA action (where there is less relief available), individual civil lawsuits or wage claims through the Division of Labor Standards Enforcement (where there would be relatively little money at stake, but the claims would be time-consuming to litigate)—a class action is plainly superior to all of them. Thus, this consideration supports conditional class action treatment for purposes of this Settlement only. DS, ¶ 24.

**V. THE COURT SHOULD GRANT PRELIMINARY APPROVAL BECAUSE THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

**A. Legal Standard**

A class action settlement requires court approval. California Rules of Court (“CRC”), Rule 3.769 provides three steps for approval: (1) Preliminary approval after submission of a written motion for preliminary approval, the proposed class settlement, and the proposed class notice; (2) Issuance of notice of settlement to class members; and (3) A final settlement approval



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

1 hearing where class members may be heard regarding the settlement, and at which evidence and  
2 argument concerning the fairness, adequacy, and reasonableness of the settlement is presented.  
3 The decision to approve or reject a class settlement is committed to the Court's broad discretion.  
4 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128. The decision to approve  
5 class settlement may be reversed only upon a showing of "clear abuse of discretion." *Id.*

6 **B. The Settlement Is Presumptively Fair**

7 In assessing preliminary approval, a court evaluates if the settlement process has certain  
8 indicia of fairness. A "presumption of fairness exists where (1) the settlement is reached through  
9 arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the  
10 court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage  
11 of objectors is small." *Kullar*, 168 Cal. App. 4th at 128, quoting *Dunk v. Ford Motor Co.*, (1996)  
12 48 Cal.App.4th at 1794.

13 The class settlement here satisfies all of these factors. DS, ¶ 25. The Settlement resulted  
14 from thorough, arms' length, negotiations between experienced counsel with the assistance of a  
15 respected mediator after sufficient discovery was exchanged to assess the relative strengths and  
16 weaknesses of their respective cases and Defendants' estimated exposure. *Id.*

17 Plaintiff alleges that Defendants failed to provide its hourly, non-exempt employees with  
18 a meal period within the first five hours of work and compelled them to work through their off-  
19 the-clock meal periods without compensation and failed to provide the employees with duty-free  
20 rest breaks. Plaintiff also alleges in addition to compelling employees to work off the clock during  
21 their clocked-out meal periods, Defendants required them to work off-the-clock before they  
22 clocked in or after they clocked out for their shifts to paint, power-wash the patio floor, and assist  
23 coworkers with tasks such as food preparation and orders. Plaintiff further alleges that Defendants  
24 failed to compensate employees for the daily overtime hours at one and one half (1½) times their  
25 regular rates of pay. DS, ¶ 26. Plaintiff prepared "damages" estimates in advance of the mediation.  
26 DS, ¶ 26. In advance of the mediation, Plaintiff determined Defendants' maximum exposure for  
27 restitution and penalties to be approximately \$8,039,062.24 (consisting of \$343,523.88 in unpaid  
28 wages, \$387,685.97 in missed meal period premium wages, \$528,879.91 in missed rest break  
premium wages, \$507,235.07 for wage statement penalties, \$3,798,548.16 for waiting time  
penalties, and \$2,347,180.27 for civil penalties). Plaintiff calculated the damages based on the  
information provided by Defendants, Plaintiff's reports, and the sample data. *Id.* Plaintiff also



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

1 considered the possibility that Defendants could launch a *Pick Up Stix* campaign and pursue  
2 individual release agreements from the Class Members. Plaintiff's Counsel applied discounts to  
3 the maximum exposure to account for all other risks discussed below. While it is difficult to assign  
4 anything but crudely-determined percentages of risk to any of the claims, it is safe to say that the  
5 risk that a *Pick Up Stix* campaign would preclude recovery for such employees is substantial and  
6 alone justifies a significant discount because Defendants would likely by trial have gathered  
7 releases from the majority of the Class Members. A settlement for approximately 24.88% of the  
8 potential recovery is a proportion substantially in excess of recovery proportions sanctioned by  
9 existing case law.<sup>3</sup> DS, ¶¶ 26-27.

10 Plaintiff's initial estimates do not realistically account for the risks outlined below or the  
11 risk that a class will not be certified. *Id.* Therefore, Plaintiff believes a class settlement for  
12 \$2,000,000.00 is fair and reasonable. DS, ¶ 27.

13 **C. The Settlement Satisfies the Kullar Factors for Approval**

14 The *Kullar* case sets forth several factors a court should consider in determining whether  
15 to approve a class settlement. These factors include: (1) the strength of plaintiff's case; (2) the  
16 risk, expense, complexity and likely duration of further litigation; (3) the risk of maintaining class  
17 action status through trial; (4) the amount offered in settlement; (5) the extent of discovery  
18 completed and stage of the proceedings; (6) the experience and views of counsel; (7) the presence  
19 of a governmental participant; and (8) the reaction of the class members to the proposed  
20 settlement. 168 Cal.App.4th at 128. As demonstrated herein, the Settlement satisfies each of these  
21 factors.

22 **1. Evaluation of Plaintiff's Case**

23 **a. Risks Associated with Defendants' Financial Condition**

24 Defendants' financial condition was the key factor in reaching this Settlement. DS, ¶ 28.  
25 Due to Defendants' financial condition, even if Plaintiff prevailed on all claims at trial, he may

26  
27  
28 <sup>3</sup> See, e.g., *In re Newbridge Networks Sec. Litig.*, 1998 WL 765724 at \*2 (D.D.C. Oct. 23, 1998)  
("[A]n agreement that secures roughly six to twelve percent of a total trial recovery . . . seems to  
be within the targeted range of reasonableness."); *Wise v. Ulta Salon, Cosmetics & Fragrance,  
Inc.* 2019 WL 3943859 at \*8 (E.D. Cal. Aug. 21, 2019) (granting preliminary approval where the  
proposed allocation to settle class claims was at least 9.53 percent); *Bravo v. Gale Triangle, Inc.*,  
2017 WL 708766 at \* 10 (C.D. Cal. Feb 16, 2017) ("a settlement for fourteen percent recovery  
of Plaintiffs' maximum recovery is reasonable"); *In re Omnivision Techs., Inc.*, 559 F.Supp.2d  
1036, 1042 (N.D. Cal. 2008) (approving settlement amount that "is just over 9% of the maximum  
potential recovery asserted by either party.").



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

1 never recover the damages due to the risk of insolvency. A very large class action judgment  
2 would almost certainly put the company out of business and/or would interfere with the  
3 Defendants' ability to carry out their contractual obligations. *Id.* In short, the "poor financial  
4 health of [the defendant will] seriously increase [] the chance that Plaintiffs would be left with  
5 nothing if they continued to litigate their claims." *Torrisi v. Tucson Elec. Power Co.* (9th Cir.  
6 1993) 8 F.3d 1370, 1376 (the financial condition of defendant predominated in assessing the  
7 reasonableness of settlement); *Spann v. J.C. Penney Corp.* (C.D. Cal. 2016) 211 F. Supp. 3d  
8 1244, 1256 (uncertainty concerning defendant's financial stability "strongly supports the  
9 reasonableness of the settlement"); *Laguna v. Coverall N. Am., Inc.* (9th Cir. 2014) 2014 U.S.  
10 App. LEXIS 10259 at \*11 (finding potential insolvency to be additional risk that favors approval  
11 of a class action settlement). Accordingly, Defendants' financial distress supports this settlement.  
12 *Id.*

13 **b. Risks Associated with the Unpaid Wages Claim**

14 Plaintiff's claim for unpaid daily overtime wages is strong, but is not large by itself. Its  
15 value is as a predicate for various penalties, which depend on showings intent, or willfulness, as  
16 discussed further below. Regarding Plaintiff's other unpaid wage claims, there is a risk that  
17 Plaintiff's recovery for unpaid wages would be extremely limited at best, largely because  
18 Defendants' written policies throughout the relevant time period prohibited off-the-clock work.  
19 DS, ¶ 29. Off-the-clock claims are difficult where a defendant requires in its written policies that  
20 all work must take place while clocked in. *See Jong v. Kaiser Foundation Hospital* (2012) 226  
21 Cal.App.4th 391 (employer must have notice of off-the-clock work for it to be compensable). *Id.*  
22 In their written employment policies, Defendants mandate that employees must record all time  
23 worked accurately on their time records and prohibit employees from performing any work off-  
24 the-clock. DS, ¶ 29. Moreover, while Defendants dispute that off-the-clock work occurred, they  
25 contend that any time spent off the clock was *de minimis*. The California Supreme Court in  
26 *Troester v. Starbucks Corp.* (2018) 5 Cal. 5th 829, 835 suggested that irregular and minute  
27 periods of time may still be subject to a *de minimis* defense even if compensable. (Stating that  
28 "We do not decide whether there are circumstances where compensable time is so minute or  
irregular that it is unreasonable to expect the time to be recorded."). Following *Troester*,  
Defendants contend that the *de minimis* doctrine may apply here because the time spent off the  
clock were insignificant. Accordingly, a large award of penalties seems unlikely with respect to



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

1 this claim. *Id.*

2 The difficulty inherent in proving that off-the-clock work occurred poses a significant  
3 hurdle to Plaintiff. Plaintiff will rely on declarations and witness statements to prove this claim.  
4 Generally, a court will not certify a class unless it can determine an appropriate classwide  
5 methodology. *See, e.g., Duran v. U.S. Bank National Assn.* (2014) 59 Cal. 4th 1. Here, Plaintiff  
6 may rely heavily on anecdotal evidence to prove the off-the-clock work claim, especially given  
7 the lack of records indicating when such off-the-clock work may have taken place. Individualized  
8 inquiries would need to be conducted person-by-person, day-by-day, to determine if an individual  
9 in fact worked “minutes” off-the-clock on a “regular” basis. Accordingly, there is a significant  
10 risk that the Court would consider this evidentiary showing insufficient as a classwide  
11 methodology. DS, ¶ 30.

12 **c. Risks Associated with the Meal Period Claims**

13 There are risks to Plaintiff’s meal period claim. DS, ¶ 31. Defendants contend that, to  
14 establish a violation for missed meal periods, a plaintiff must do more than show that a meal break  
15 was not taken. *Brinker*, 53 Cal. 4th at 1004. So long as an employer provides employees with a  
16 “reasonable opportunity” to take a duty-free meal period, it has no further duty to “police meal  
17 breaks and ensure no work thereafter is performed.” *Id.* at 1040-41. *Id.* Instead, a plaintiff must  
18 show the employer impeded, discouraged, or prohibited the employee from taking a proper break,  
19 or otherwise failed to release the employee of all control. *Id.* “Thus, the crucial issue with regard  
20 to the meal break claim is the reason that a particular employee may have failed to take a meal  
21 break.” *Washington v. Joe’s Crab Shack* (N.D. Cal. 2010) 271 F.R.D. 629, 641. *Id.*

22 Defendants contend they did not impede or discourage Plaintiff, or any other employees,  
23 from taking their meal or rest periods. DS, ¶ 32. Defendants’ policies mandate that employees  
24 take at least a 30-minute, uninterrupted meal periods and record the beginning and ending time  
25 of their meal breaks each day on their time records. *Id.* The time records that comprise the random  
26 sample Defendants produced to Plaintiff for purposes of mediation show that meal periods were  
27 taken the vast majority of the time. *Id.* Of the time records that show a late, short or no lunch,  
28 individualized evidence may be necessary to determine whether they occurred due to conduct of  
the Defendants or each of the employees concerned. Accordingly, there is a significant risk that  
the value of Plaintiff’s meal period claim would be substantially reduced at trial. *Id.*

///



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

1                                    **d.        Risks Associated with the Rest Break Claims**

2            There are risks to Plaintiff's rest period claim. DS, ¶ 33. Employers are not required to  
3            record rest periods and such periods are paid. *Id.* Defendants contend they provided non-exempt  
4            employees the opportunity to take rest periods in accordance with California law. Further,  
5            Defendants' written policies on meal and rest periods are consistent with the Wage Order. *Id.*  
6            Thus, unlike meal periods, where there are often records showing whether an employee clocked  
7            out or not, there is no such evidence to prove a missed rest period or that the employer refused to  
8            authorize and permit one. *Id.* Managing such claims at trial has become exceedingly difficult. *Id.*  
9            Plaintiff will depend on sample witness testimony and surveys to prove the claims. *Id.* While a  
10           victory with such evidence is certainly possible, relevant caselaw makes such claims risky from  
11           a trial management and due process perspective. *Id.*, *See Duran v. U.S. Bank National Assn.*,  
12           (2014) 59 Cal. 4th 1, 31 (explaining "[I]f sufficient common questions exist to support class  
13           certification, it may be possible to manage individual issues through the use of surveys and  
14           statistical sampling."); *Tyson Foods, Inc. v. Bouphakeo* (2015) 136 S.Ct. 382; *Comcast*  
15           *Corporation v. Behrend* (2013) 133 S.Ct. 1426.

16                                    **e.        Risks Associated with the Statutory "Wage Statement"**  
17                                    **Penalty Claims**

18            Plaintiff also asserts claims for wage statement violations, untimely wage violations, and  
19            PAGA penalties. Under Labor Code section 226, wage statements must include various  
20            information, including the applicable rates of pay, corresponding hours worked, and gross pay.  
21            DS, ¶ 34.

22            Here, Plaintiff's wage statement claim has the same underlying risks as the above claims,  
23            as it is derivative of them. *Id.* On their face, the wage statements issued by Defendants comply  
24            with the requirements of Labor Code § 226.

25                                    **f.        Risks Associated with The Waiting Time Penalties Claim**

26            Plaintiff's claim for untimely wages is predicated on Labor Code section 201 to 203. Like  
27            the claim under Labor Code sec. 226, Plaintiff must establish that the late payments were willful.  
28            The evidence of good faith Defendants put forth will defeat this claim. DS, ¶ 35.

**g.        Risks Associated With the PAGA Claim**

                 Regarding PAGA, a court has discretion to award a lesser amount than the maximum  
penalty. Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Management, Inc.* (2012) 203  
Cal.App.4th 1112, 1135 (reducing PAGA award). Defendants have posed valid defenses to the  
Labor Code claims underlying Plaintiff's PAGA allegations. Thus, the PAGA claims likewise



1 face significant uncertainty. DS, ¶ 36. There is a risk that the Court would consider the maximum  
2 civil penalty available to be confiscatory. This is particularly the case considering Defendants'  
3 financial condition. *Id.* Moreover, the current COVID-19 pandemic could motivate the Court to  
4 further reduce the penalty award to avoid what it may consider a confiscatory taking. *Id.*

5 This uncertainty increases Plaintiff's risk of pursuing the PAGA claims and required a  
6 significant discount for settlement purposes. DS, ¶ 37. For mediation purposes, Plaintiff's counsel  
7 estimated a maximum exposure of approximately \$2,347,180.27 in civil penalties. This estimate  
8 did not take into account any of the risks discussed above and assumed a violation for every single  
9 pay period. *Id.* Plaintiff's counsel also assessed multiple penalties for the same pay period for the  
10 same alleged violations of different Labor Code provisions and derivative violations. *Id.* Although  
11 two federal district court decisions held that "stacking" PAGA penalties in this fashion may be  
12 appropriate to determine the amount in controversy for purposes of removal jurisdiction,  
13 Plaintiff's counsel is not aware of any California state courts awarding plaintiffs multiple PAGA  
14 penalties for the same violation for the same pay period under different Labor Code provisions.  
15 *Id.* This may be because the PAGA does not provide for what many employers characterize as  
16 claim splitting and not merely stacking. *Id.*

17 Plaintiff is aware of only two significant awards under the PAGA in a contested  
18 proceeding, both issued by federal district courts.<sup>4</sup> DS, ¶ 38. PAGA penalty awards are often small

---

19 <sup>4</sup> In *Bernstein v. Virgin Am., Inc.*, (N.D. Cal. 2022) 2022 WL 17994018, the court awarded civil  
20 penalties under the PAGA of \$12,277,500.00 where total adjusted damages were  
21 \$18,695,692.58. In this regard, the district court stated,

22 The plain language of PAGA provides that "a court may award a lesser amount than the  
23 maximum civil penalty amount specified by this part if, *based on the facts and*  
24 *circumstances of the particular case*, to do otherwise would result in an award that is  
25 unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code s 2699(e)(2) (emphasis  
26 added). The relationship between the amount of total damages and the amount of  
27 maximum PAGA penalties is certainly a "circumstance" of the case under the term's  
28 ordinary meaning. The weight given to that circumstance is greater in this case because  
Plaintiffs' PAGA penalties are based on PAGA claims that are all derivative of Plaintiffs'  
individual claims except for one. As a general matter, it would be excessively punitive  
for the penalty imposed as a consequence of a discrete injury or set of injuries to exceed  
the damages caused by that injury or set of injuries.



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

1 even for egregious, intentional violations of the Labor Code.<sup>5</sup> *Id.* For instance, on October 24,  
2 2017, the Los Angeles Superior Court awarded a prevailing PAGA plaintiff, represented by very  
3 experienced counsel, civil penalties totaling only \$50.00. *Shields v. Security Paving Company,*  
4 Inc., LA Superior Court case no. BC492828. Further, in *Carrington v. Starbucks Corp.* (2018) 30  
5 Cal.App.5th 504, 529, the Court of Appeal affirmed judgment which provided for a PAGA  
6 penalty of only \$5 per pay period for the defendant's meal period violations. A similar result  
7 could occur here. *Id.*

8 **h. Risks Associated With A Pick-Up Stix Campaign**

9 An employer enjoys the right to settle a putative class member's disputed wage claims  
10 individually, without the consent or involvement of class counsel. DS, ¶ 39. (See *Chindarah v.*  
11 *Pick Up Stix, Inc.* (2009) 171 Cal. App. 4<sup>th</sup> 796. *Id.* As discussed above, Defendants may launch  
12 a "pick off" settlement campaign to pursue individual release agreements from the Class  
13 Members, thereby potentially narrowing the size of the Settlement Class – 69 members - until it  
14 is no longer numerous enough for class certification. *Id.* Plaintiff, then, may not have sufficient  
15 number of employees to represent. This led to a significant reduction of claim value in settlement  
16 negotiations. *Id.*

17 While the evidence gathered through Plaintiff's discovery supports the merits of the  
18 claims asserted in this lawsuit, Plaintiff and his counsel recognize that continued litigation  
19 presents significant risks that support a downward departure from Defendants' estimated liability  
20 exposure. DS, ¶ 40. In view of the risks, the Settlement reflects Plaintiff's estimate of the total  
21 amount of damages, monetary penalties or other relief that the Class could reasonably expect to  
22 be awarded at trial, taking into account the likelihood of prevailing and other attendant risks. *Id.*  
23 It also represents a fair, adequate, and reasonable compromise amount for these claims and

24 *Id.*, fn. 9. The district court further stated, "Virgin "has not presented any evidence that the full  
25 penalty would be excessive in relation to its ability to pay," the weight of this factor is lessened."  
26 *Id.*

27 In *Robert Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d. 1058, the court  
28 awarded approximately \$102 million in damages, primarily based on the defendants' failures to  
comply with the requirements of California Labor Code section 226.

<sup>5</sup> In 2012, Plaintiff's Counsel tried *Ghrdilyan v. RJ Financial, Inc.*, Los Angeles Superior Court  
case number BC430633. In *Ghrdilyan*, the employer underpaid commission overtime wages. The  
plaintiff sought in excess of \$9 million in civil penalties under the PAGA. After a bench trial, the  
Honorable Judge Ronald M. Sohigian awarded approximately \$325,000 in civil penalties under  
the PAGA.

{RANDBI/0002/PLD/01981402.DOCX}



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

warrants preliminary approval. *Id.*, *Torrisi v. Tucson Elec. Power Co.* (9th Cir. 1993) 8 F.3d 1370, 1376 (the financial condition of defendant predominated in assessing the reasonableness of settlement); *Spann v. J.C. Penney Corp.* (C.D. Cal. 2016) 211 F. Supp. 3d 1244, 1256 (uncertainty concerning defendant's financial stability "strongly supports the reasonableness of the settlement"); *Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479 (9th Cir. June 3, 2014) 2014 WL 2465049, \* 3.

## 2. Allocation of the PAGA Payment

The settlement of PAGA penalties in the sum of \$100,000.00, of which 75% (\$75,000.00) will be paid to the LWDA and 25% (\$25,000.00) will be distributed to the Class, is reasonable and appropriate under the circumstances. DS, ¶ 41. The Parties negotiated a good faith amount for PAGA penalties to be paid to the LWDA and to the Class. *Id.* The portion to be paid to the LWDA was not the result of self-interest at the expense of other Class Members. *Id.* Where settlements "negotiate[] a good faith amount" for PAGA penalties and "there is no indication that this amount was the result of self-interest at the expense of other Class Members," such amounts are generally considered reasonable. *Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009) No. CV-08-0844 EDL, 2009 WL 928133, at \*9. Likewise, where the employer did not act willfully, and made good faith attempts to comply with wage and hour laws, a reduction or lesser penalty is warranted because imposing maximum PAGA penalty for each violation would have been unjust, arbitrary, and oppressive. *Id. Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 528-529 (affirming trial court's award of only 10% of maximum PAGA penalty for meal break violations). *Id.* The amount to be paid to the LWDA comports with PAGA settlement amounts approved by other courts. See, e.g., *Chu v. Wells Fargo Investments, LLC* (N.D. Cal., Feb. 16, 2011) 2011 WL 67245, 81 (approving PAGA payment of \$7,500 to LWDA out of \$6.9 million common fund); *Lazarin v. Pro Unlimited, Inc.* (N.D. Cal., July 11, 2013) 2013 WL 3541217 (approving PAGA payment of \$7,500 to LWDA out of \$1.25 million common fund settlement); *Hopson v. Hanesbrands, Inc.* (N.D. Cal. Aug. 8, 2008) 2008 WL 3385452, at \*1 (approving PAGA settlement of 0.3% or \$1,500); see *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 589 (approving PAGA settlement and release that allocated \$0 to PAGA claim). Courts have also approved settlements for \$20,000 or less. See, e.g., *Hicks v. Toys 'R' Us-Delaware, Inc.*, (C.D. Cal. Sept. 2, 2014) 2014 WL 4703915, at \*1 (approving \$5,000 PAGA payment in a case involving \$4 million settlement); *Franco v. Ruiz Food Prods., Inc.* (E.D. Cal. Nov. 27, 2012)



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

2012 WL 5941801 at \*14 (approving PAGA penalties of \$10,000 as part of \$2.5 million settlement); *Garcia v. Gordon Trucking* (E.D. Cal. Oct. 31, 2012) 2012 WL 5364575, at \*3 (approving PAGA payment of \$10,000 as part of \$3.7 million common-fund settlement). *Id.*

**3. Presence of Governmental Participant**

As required under Labor Code section 2699(l)(2), Plaintiffs will provide notice of this settlement to the LWDA. DS, ¶ 50, Ex. 9.

**4. Reaction of Class Members to Proposed Settlement**

If the settlement is preliminarily approved, Class Members will be provided with the Notice (attached as Exhibits 1 to the Settlement) and an opportunity to object. DS, ¶ 47. The parties' proposed notice fully complies with California Rules of Court 3.766(d) and 3.769(f) and will allow Class Members to make informed responses to the proposed settlement. *Id.*

**VI. THE SETTLEMENT FAIRLY, ADEQUATELY, AND REASONABLY COMPENSATE CLASS MEMBERS BECAUSE IT WILL PAY EACH CLASS MEMBER BASED ON THE POTENTIAL EXTENT OF HIS OR HER INJURY COMPARED TO OTHER CLASS MEMBERS**

The Individual Settlement Payments will be paid to each Class Member based on his or her eligible Pay Periods compared to the total Pay Periods. DS, ¶ 46, Settlement, ¶ 4. Because this method compensates Class Members based on the extent of their potential injuries, in that Class Members who worked for Defendants longer would have been subject to more alleged violations, it is fair, adequate, and reasonable. *Id.*

**VII. ALLOCATION FOR CLASS COUNSEL'S FEE AWARD AND ATTORNEYS' FEES AND COSTS AWARD FOR LITIGATION EXPENSES IS APPROPRIATE**

The Settlement states Class Counsel may seek attorneys' fees of \$666,666.66 (one-third of the GSA) and up to \$25,000.00 for actual reasonable litigation costs and expenses incurred in prosecuting the Action. These amounts are reasonable, given the facts and circumstances of the case. DS, ¶¶ 42-44.

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal. App. 4th 19, 41. Indeed, it is long settled that the "experienced trial judge is the best judge of the value of professional services rendered in his court." *Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1132. California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. *Laffitte v. Robert Half Intl, Inc.* (2016) 1 Ca1. 5th 480, 503 (citing *Lealao, supra*, 82 Cal.App.4th at p. 48-49). The Supreme Court has recently approved fees equal to one-third (1/3)

{RANDBI/0002/PLD/01981402.DOCX}



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

1 of the common fund. *Laffitte, supra*, 1 Ca1. 5th 480. Many courts have similarly approved fee  
2 awards equal to or greater than the percentage requested here. *See, e.g., In re Pacific Enterprises*  
3 (9th Cir. 1995) 47 F.3d 373, 379 (award of 33% of the common fund); *In re Activision* (N.D.  
4 Cal. 1989) 723 F.Supp. 1373, 1375 (32.8% of the common fund); *In re Ampicillin Antitrust*  
5 *Litig.* (D.D.C. 1981) 526 F.Supp. 494, 498 (45% of settlement fund).

6 The amount of fees and costs requested are commensurate with (1) the risk Class Counsel  
7 took in bringing the case, (2) the extensive time, effort and expense dedicated to the case, (3) the  
8 skill and determination Class Counsel has shown, (4) the results Class Counsel achieved, (5) the  
9 value of the Class Counsel achieved for the class, and (6) the other cases Class Counsel turned  
10 down to devote time to this matter. DS, ¶ 43. Class Counsel interviewed and obtained information  
11 from putative class members, met and conferred with Defendants' counsel on numerous  
12 occasions, reviewed and analyzed hundreds of pages of data and documents provided by  
13 Defendants and obtained through other sources, researched applicable law, and provided  
14 estimates of "damages" for purposes of settlement discussions, among other tasks. *Id.*

15 Class Counsel have borne all the risks and costs of litigation and will receive no  
16 compensation until recovery is obtained. DS, ¶ 44. Class Counsel are well-experienced in wage-  
17 and-hour class action litigation and used that experience to obtain a fair result for the Class. *Id.*  
18 Considering the amount of the attorney fees requested, the work performed, and the risks incurred,  
19 the requested fees and costs are reasonable and should be awarded. *Id.*

20 **VIII. THE CLASS REPRESENTATIVE SERVICE PAYMENT TO PLAINTIFF**  
21 **SHOULD BE PRELIMINARILY APPROVED BECAUSE IT IS FAIR,**  
22 **ADEQUATE, AND REASONABLE**

23 Courts routinely approve incentive awards to compensate named plaintiffs for the services  
24 they provide and the risks they incur during class action litigation, often in much higher amounts  
25 than that sought here. *See, e.g., Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726  
26 (upholding "service payments" to named plaintiffs for their efforts in bringing the case); *Van*  
27 *Vranken v. Atlantic Richfield Co.* (N.D.Cal. 1995) 901 F.Supp. 294 (approving \$50,000  
28 enhancement award). The Settlement provides that Plaintiff may seek a Class Representative  
Service Payment of \$30,000.00. This amount is entirely reasonable given Plaintiff's efforts in this  
action and the risks he undertook on behalf of Class Members. DS, ¶ 45. Plaintiff has devoted  
many hours advancing the interests of the Settlement Class. Plaintiff has done this by, among  
other things, retaining experienced counsel, providing them with information about his work



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

1 history with Defendants and Defendants’ policies and practices with respect to the wage and hour  
2 claims at issue, participating in mediation, and being actively involved in the settlement process  
3 to ensure a fair result for the Settlement Class as a whole. In doing this, Plaintiff has been exposed  
4 to significant risks, including the risk of an order to pay Defendants’ attorneys’ fees and costs if  
5 this action had been unsuccessful (*See* Labor Code §§ 218.5-218.6). The efforts and risks that  
6 Plaintiff undertook on behalf of the Settlement Class shows that the proposed Class  
7 Representative Service Payment is fair, adequate, and reasonable, and thus warrants preliminary  
8 approval. DS, ¶ 45.

9 **IX. THE PROPOSED SETTLEMENT ADMINISTRATION COSTS SHOULD BE**  
10 **PRELIMINARILY APPROVED BECAUSE THEY ARE FAIR, ADEQUATE,**  
11 **AND REASONABLE**

12 With regard to the settlement administration costs provision, it is reasonable. Before  
13 agreeing to Administrator and its bid of \$17,000.00, the Parties sought and reviewed bids from  
14 other reputable third-party administrators which provided higher bids. DS, ¶ 48-49, Exs. 6-8.  
15 Thus, the settlement administration costs provision should be given preliminary approval.

16 **X. THE PROPOSED NOTICE AND SETTLEMENT ADMINISTRATION PLAN**  
17 **SHOULD BE APPROVED BECAUSE IT IS REASONABLY CALCULATED TO**  
18 **GIVE ACTUAL NOTICE TO CLASS MEMBERS AND SUFFICIENT TIME TO**  
19 **EXERCISE THEIR RIGHTS**

20 This Court should approve the proposed plans for giving notice to the Settlement Class  
21 and administering the Settlement. The standard for determining the adequacy of notice is whether  
22 the notice has “a reasonable chance of reaching a substantial percentage of the class members.”  
23 *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 974. The notice process includes multiple  
24 measures to ensure that as many Class Members as practicable receive actual notice of the  
25 Settlement and have enough time to exercise their rights. The Settlement requires distribution of  
26 the Notice by First Class U.S. mail only. Settlement, ¶ 4.4.3. Although there are current employee  
27 Class Members, it is uncertain whether Defendants’ records of their contact information include  
28 email addresses and Class Members, who perform all of their work away from a desk, are not in  
a position to check their emails. As such, notice by mail alone is fair, adequate, and reasonable.  
DS, ¶ 47.

With respect to its content, “[The] notice given to the class must fairly apprise the class  
members of the terms of the proposed compromise and of the options open to dissenting class  
members.” *Trotsky v. Los Angeles Fed. Sav. & Loan Assn.* (1975) 48 Cal.App.3d 134, 151-152.



SPIVAK LAW  
EMPLOYEE RIGHTS

Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067

1 The purpose of the notice in class settlement context is to give class members sufficient  
2 information to decide whether they should accept the benefits offered, opt out and pursue their  
3 own remedies, or object to the settlement. *Id.* The Notice (Exhibit 1 to the Settlement) provides  
4 Class Members with all pertinent information that they need to fully evaluate their options and  
5 exercise their rights under the Settlement. Specifically, it clearly and concisely explains, among  
6 other things: (1) what the Settlement is about; (2) who is a Settlement Class Member; (3) how  
7 Class Counsel will be paid; (4) how to submit an exclusion request not to be bound by the  
8 Settlement; (5) how to object to the Settlement; (6) how the Settlement will be allocated; (7) how  
9 payments to Class Members will be calculated; (8) how the disputes will be resolved; and (9) the  
10 individual Settlement Class Member's estimated payment. Additionally, the Class Notice will  
11 include the number of Pay Periods a Class Member had during the Class Period. Accordingly, the  
12 Notice should be approved because it describes the Settlement with sufficient clarity and  
13 specificity to explain to Class Members what this action is about, their rights under the Settlement,  
14 and how to exercise those rights. DS, ¶ 47.

15 **XI. CONCLUSION**

16 For the reasons stated above, this Court should grant Plaintiff's Motion in its entirety and  
17 adopt the proposed order submitted concurrently herewith.

18 Respectfully submitted,

19 THE SPIVAK LAW FIRM

20 

21 Dated: April 3, 2023

22 By:

23 DAVID G. SPIVAK, Attorneys for  
24 Plaintiff(s), ANTHONY SIKES, and all  
25 others similarly situated



26 SPIVAK LAW  
27 EMPLOYEE RIGHTS

28 Mail:  
8605 Santa Monica Bl  
PMB 42554  
West Hollywood, CA 90069  
(213) 725-9094 Tel  
(213) 634-2485 Fax  
SpivakLaw.com

Office:  
1801 Century Park East  
25th Fl  
Los Angeles, CA 90067