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Attorneys for Plaintiff JONATHAN FLORES
on behalf of himself and in his representative capacity as private attorney general

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

JONATHAN FLORES, an individual, on
behalf of himself and in his representative
capacity as private attorney general;

Plaintiff,

vs.

WEST COAST DINER MANAGEMENT,
INC., a California corporation, DOING
BUSINESS AS DENNY'S and DOES 1-50,
inclusive,

Defendants.

Case No. RG20073419

Assigned For All Purposes to: Hon. Julia Spain
Department: 520

**DECLARATION OF JAMES R. HAWKINS
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA SETTLEMENT
AGREEMENT AND RELEASE**

Date: May 31, 2024
Time: 2:30 PM

Complaint Filed: September 4, 2020
FAC Filed: November 23, 2020
Trial: Not Set

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1. I am an attorney licensed to practice before all courts in the State of California. I am the founder and principal of James Hawkins APLC, counsel for Plaintiff Jonathan Flores (“Plaintiff”) in the above-captioned action. Unless indicated otherwise, I have personal knowledge of the following facts in this declaration and, if called as a witness, I could and would testify to these facts under oath in court.

2. I submit this Declaration in Support of Plaintiff’s Motion for Approval of the PAGA Settlement Agreement and Release.

3. The terms of the Settlement which the Parties request that the Court approve are set forth in the Settlement Agreement (“PAGA Settlement”), attached hereto as **Exhibit 1**.

4. On June 30, 2020, and later amended on November 20, 2020, Plaintiff filed a putative class action complaint against Defendant in the Superior Court of the State of California, Alameda County, Case No. RG20066341, alleging causes of action for (i) failure to reimburse necessary expenses, and (ii) violation of the Unfair Competition Law.

6. Pursuant to California Labor Code § 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and to the LWDA on June 29, 2020.

7. The scope of Plaintiff's claims has been substantially narrowed as a result of two intervening settlements in related actions: *Krake et al. v. Central Valley Diner, et al.*, County of Placer, Case No. SCV0041654, and *Baez et al., v. Bay Area Diner, Inc., et al.*, County of Alameda, Case No. RG15797841, which also encompassed the claims in *Alfaro, et al. v. Bay Area Diner, Inc., et al.*, Alameda County Superior Court Case No. RG15797839; *Benlamlih v. Bay Area Diner, Inc., et al.*, Alameda County Superior Court Case No. RG15797841; and *Guy v. Bay Area Diner, Inc., et al.*, Alameda County

1 Superior Court Case No. RG16843879 (collectively, the "Related Actions"). The Related Actions were
2 initiated on August 17, 2018, and December 24, 2015, respectively, and have since culminated in court-
3 approved class and PAGA settlements.

4 8. The settlement in *Krake* released all class and PAGA claims for (1) unfair competition in
5 violation of Business and Professions Code sections 17200 et seq.; (2) failure to provide required meal
6 periods in violation of Labor Code sections 226.7 and 512 and applicable IWC Wage Order No. 5; (3)
7 failure to provide required rest periods in violation of Labor Code sections 226.7 and 512 and IWC Wage
8 Order No. 5; (4) failure to pay minimum wages in violation of Labor Code sections 1193.6, 1194, 1194.2,
9 1197 and 1197.1; (5) failure to pay overtime wages in violation of Labor Code sections 510, 1194 and
10 1198; (6) failure to provide accurate itemized statements in violation of Labor Code sections 226 and
11 226.3; (7) failure to timely pay wages when due in violation of Labor Code sections 201, 202 and 203;
12 (8) all claims under Labor Code section 558; and (9) all claims arising from the facts in the complaint,
13 for the Class Period of August 18, 2014 to January 21, 2020.

14 9. The settlement in *Baez* included a comprehensive PAGA release for all PAGA penalties
15 which could have been alleged based on the facts set forth in the complaint for the period of January 21,
16 2020 to August 5, 2022.

17 10. As a direct result of the releases secured in the *Krake* and *Baez* settlements, the only
18 remaining claim for the majority of the release period pertained to the alleged violations of Labor Code
19 section 2802 for expenses Plaintiff and the aggrieved group incurred in purchasing writing utensils,
20 notepads, and uniform pieces, as well as cleaning uniforms.

21 **Plaintiff's Counsel Thoroughly Investigated the Factual and Legal Issues in the Action**
22 **Allowing Them to Objectively Assess the Settlement's Reasonableness.**

23 11. Since the filing of the Action and through execution of the Settlement, Plaintiff's
24 Counsel ("PAGA Counsel") conducted a thorough investigation into the factual and legal issues
25 implicated by Plaintiff's claims and were able to objectively assess the settlement's
26 reasonableness.

27 12. Prior to filing the Action (and each of the LWDA letters giving rise to the Action),
28 Plaintiff provided counsel with the factual bases for pursuing their claims against Defendant for

1 Labor Code violations. Plaintiff was intimately familiar with Defendant's labor policies and
2 practices, and over the course of multiple interviews, knowledgeably summarized those policies
3 and practices. Plaintiff explained how the policies and practices were instituted and provided
4 valuable insight into how they gave rise to the alleged Labor Code violations. We also reviewed
5 publicly available information and researched the various issues raised. Based on these interviews
6 and the review of available information, we determined that there were legally sufficient grounds
7 for pursuing the Action against Defendant. Additionally, in preparation for drafting the LWDA
8 notices and the civil complaint for the Action and related class action, we conducted our own
9 independent preliminary investigations into the factual basis for Plaintiff's claims, which entailed,
10 inter alia, a careful examination of Plaintiff's personnel files and associated records.

11 13. We have conducted a comprehensive investigation into both the factual and legal
12 elements of this case, conducted interviews and reviewed documentation, specifically focusing
13 on issues relevant to Plaintiff and Aggrieved Employees. This rigorous analysis has enabled us to
14 objectively evaluate the reasonableness of the proposed settlement. Prior to initiating litigation,
15 we secured Plaintiff's employment records. This crucial step provided us with foundational
16 insights into Defendant's employment policies and practices that appeared to violate California
17 Labor Codes.

18 14. Following the filing of the action, we invested significant time and resources in
19 conducting a comprehensive investigation and engaging in substantial litigation efforts in both
20 the Class and PAGA actions. In the related Flores Class Action, Plaintiff demonstrated
21 unwavering commitment by vigorously opposing Defendant's motion to compel arbitration, filing
22 a motion to compel discovery, and engaging in extensive discovery and information gathering to
23 lay the groundwork for a motion for class certification. These tireless efforts played a pivotal role
24 in achieving the favorable outcome in this PAGA Action.

25 15. Moreover, the PAGA Action presented a formidable challenge when Defendant
26 filed a Demurrer seeking to dismiss Plaintiff's First Amended PAGA Complaint based on the
27 prior Settlement. Initially, the Court sustained Defendant's Demurrer, leaving Plaintiff with no
28 choice but to appeal the Order. However, Plaintiff's perseverance paid off as the appellate court

1 reversed the decision, allowing the PAGA Action to proceed.

2 16. Throughout the course of the actions, we created a discovery plan and researched
3 various legal issues related to the arbitration agreements. The Parties engaged in numerous
4 discussions regarding the claims and defenses at issue in the litigation. We reviewed the various
5 documents that were provided by Plaintiff which were pertinent to their case, the claims asserted
6 on behalf of Aggrieved Employees, and our evaluation of the strength of the claims.

7 17. During the course of the proceedings, both Parties undertook extensive discovery,
8 both formal and informal, to unearth pertinent facts and fortify their respective claims. Plaintiff
9 issued detailed discovery demands, including Interrogatories, Requests for Admissions, and
10 Requests for Production, to extract vital information from Defendant. Following the receipt of the
11 class list in the class action case, Class Counsel conducted comprehensive interviews with
12 multiple employees to secure direct accounts of the alleged violations of the Labor Code.
13 Furthermore, Class Counsel deposed Defendant's designated Person Most Knowledgeable,
14 securing crucial testimony and enhancing their understanding of Defendant's policies and
15 procedures.

16 18. Our discovery requests were not merely a procedural step; it was a calculated move
17 aimed at mediating the dispute and gathering essential information to strengthen our position. We
18 sought to understand the scope of Aggrieved Employees by asking for the total number of
19 Aggrieved Employees both during the PAGA Period and those currently employed in California.
20 Additionally, we requested data on the number of pay periods. This information was pivotal in
21 assessing the extent of the alleged violations and the potential damages involved. Our inquiry into
22 unreimbursed expenses was equally comprehensive. Plaintiff's counsel obtained documents and
23 information pertaining to employee files, payroll records, check history details, employee
24 contracts, and Defendant's policies and procedures. Regarding Defendant's policies and practices,
25 our request was far-reaching. Understanding Defendant's written policies and practices enabled
26 us to pinpoint any systemic issues or violations that may have occurred. Lastly, we sought
27 information on any prior settlements or judgments. This was crucial for evaluating how past legal
28 outcomes could influence our case, particularly any settlements or judgments that could set a

precedent or offer insights into the Defendant's litigation behavior. Our comprehensive discovery requests were designed to provide us with a robust set of data, thereby laying a strong foundation for our legal strategy moving forward and aiding us in the formulation of a damages model.

19. In connection with the mediation and settlement, we also extensively researched the claims and settlements in similar actions, and the legal requirements for establishing liability for penalties for the alleged violations.

20. Counsel for both parties conducted in-depth communications concerning the data, assessing the merits of their respective claims and defenses, alongside other critical elements pertinent to the assessment of the action and ultimately the settlement. Throughout the information exchange, both Parties remained committed and worked to ensure comprehensive information sharing, thus ensuring well-informed discussions leading up to the mediation.

The Parties Settled the Action After Mediation and Extensive Negotiations

21. Following extensive discussions, as well as negotiations and the exchange of informal discovery, the Parties engaged in a full session of mediation on March 23, 2023, with experience mediator, Michael Loeb. This case did not settle at mediation, but the mediation was a critical starting off point that propelled further negotiations.

22. After additional arms-length negotiations, the Parties executed the PAGA Settlement on April 04, 2024. (See Ex. 1.) Pursuant to the PAGA Settlement, Plaintiff will dismiss his Class complaint without prejudice.

23. The PAGA Settlement achieved constitutes a fair, adequate, and reasonable compromise of the claims at issue given the risks of continued litigation and the strength of the defenses advanced by Defendant.

24. In summary, PAGA Counsel performed a thorough investigation into the claims at issue, which included: (1) determining Plaintiff's suitability as a private attorney general through interviews, investigations, and analyses of their employment files and related records; (2) evaluating all of Plaintiff's potential representative claims and those for Aggrieved Employees; (3) researching similar PAGA actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing a sampling of wage records; (5) reviewing Defendant's

1 employment policies and practices; (6) researching settlements in similar cases; (7) participating
2 in mediation; (8) evaluating Plaintiff's claims and estimating Defendant's liability for purposes
3 of settlement; (9) reviewing and refining the scope of the claims; and (10) participating in
4 extensive arm's length negotiations with defense counsel.

5 25. By engaging in such a thorough investigation and evaluation of Plaintiff's claims,
6 I can opine that the Settlement Agreement is fair, reasonable, and adequate, and is in the best
7 interests of the LWDA in light of all known facts and circumstances, including the risk of
8 significant delay, the uncertainty associated with litigation, the uncertainty associated with PAGA
9 claims, and various defenses asserted by Defendant.

10 26. As explained more below, while PAGA Counsel argued that Defendant faced
11 liability of approximately \$5,000,000 in aggregate penalties for (initial and subsequent) violations
12 of the Labor Code for Failure to Reimburse Necessary Expenses (and comply with IWC Wage
13 Orders No. 5), PAGA Counsel is cognizant that there is at least an argument that Defendant's
14 realistic exposure would be approximately \$2,500,000 (25,000 violative pay periods multiplied
15 by \$100¹). Moreover, PAGA Counsel is cognizant of the risks involved with these types of PAGA
16 representative actions. After calculating Defendant's exposure under PAGA, I then discounted
17 that exposure for settlement purposes to account for the risks of continued litigation, including:
18 (i) the strength of Defendant's defenses on the merits; (ii) the risk of losing at trial; (iii) the
19 significant risk that the Court would exercise its discretion under PAGA to drastically reduce the
20 maximum civil penalties available by statute; (iv) the chances of a favorable verdict being
21 reversed on appeal; (v) the potential for a change in applicable law which would undercut the
22 PAGA claim; and (vi) the difficulties attendant to collecting on a judgment. Taking into account
23 the above contingencies, I determined that the initial realistic exposure estimate of \$2,500,000
24 should be reduced by approximately 65%, bringing the potential realistic liability to
25 approximately \$875,000.

26 27. The Gross Settlement Amount is approximately 14% of the potential realistic

27
28 ¹ Moreover, PAGA Counsel is aware that certain statutes provide for different penalties under PAGA (e.g., LC 226.3 provides for \$250 for an initial violation and \$1,000 for a subsequent violation); however, for the sake of discussion PAGA Counsel evaluated the claims using a \$100/\$200 framework.

1 liability. Accordingly, the PAGA Settlement constitutes a fair, adequate, and reasonable
2 compromise of the claims at issue.

3 **The Terms of the Settlement**

4 28. The PAGA Settlement negotiated by the Parties provides for Defendant to pay
5 \$125,000 as the “Gross Settlement Amount.” (Ex.1, III.B.) From the Gross Settlement Amount,
6 Plaintiff will apply for the following allocations: (1) up to \$43,750 shall be paid to PAGA Counsel
7 for payment of attorneys’ fees (*Id.* at III.C.2.); (2) up to \$21,471. 33 shall be paid to Plaintiff’s
8 Counsel for litigation expenses incurred in prosecuting the PAGA claims (*Id.*, III.C.3); (3) up to
9 \$5,000 shall be paid to Plaintiff (*Id.* at III.C.1.), (4) up to the amount of \$10,995 shall be paid for
10 Settlement Administration Costs to the Settlement Administrator, Phoenix Class Action
11 Solutions, (*Id.* at III.C3.), and (5) of the \$44,783.67 Net Settlement Amount, 75% or \$32,837.75
12 will be paid to the LWDA (the “PAGA Payment”) and 25% or \$10,945.92 to the Aggrieved
13 Employees (the “Settlement Share”) (*Id.* at III.D.1-2).). Any reduction in awards from these
14 maximum amounts will be added to the Net Settlement Amount.

15 29. The PAGA Settlement is subject to Court approval consistent with Labor Code §
16 2699. Upon approval, the Net Settlement Amount shall be allocated 75% to the LWDA and 25%
17 among Aggrieved Employees.

18 30. “Aggrieved Employees” are all current and former hourly-paid, non-exempt
19 employees who worked for Defendant in California from September 4, 2020 through granting of
20 approval of PAGA Settlement. (Ex. 1, I.B.)

21 31. The PAGA Period means the period from September 4, 2020 through granting of
22 approval of PAGA Settlement. (Ex. 1, I.B.) It is estimated that there are 1900 Aggrieved
23 Employees, and 25,000 pay periods collectively worked during by Aggrieved Employees during
24 the PAGA Period (*Id.* at III.E).

25 32. The PAGA Payment will be divided among the Aggrieved Employees as follows:
26 Each Aggrieved Employee will be entitled, provisionally, to a share or shares of the Net
27 Settlement Amount. The Settlement Share for each Aggrieved Employee will be calculated by
28 (a) dividing the Net Settlement Amount by the total number of pay periods worked by all

Aggrieved Employees that occurred during the PAGA Period and (b) multiplying the result by each individual Aggrieved Employee's pay periods that occurred during the PAGA Period. (Ex. 1, III.D.3.)

33. Within 14 calendar days after the entry of the Judgment in the Litigation approving the PAGA Settlement, Defendant will compile a list of all Aggrieved Employees. (Ex. 1, III.F.2a.)

34. The "Effective Date" is seven calendar days after the Judgment becomes "Final." (Ex. 1, I.G.) Final means the last of the following dates, as applicable: (1) If no objection to the Settlement is made, the date the Judgment is entered; (2) If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed; or (3) If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal. (*Id.* at I.H.)

35. Within 15 calendar days of the Effective Date, Defendant shall transmit the entire Gross Settlement Amount due under this Settlement Agreement to the Settlement Administrator. (Ex. 1, III.F.6.)

36. Within 15 calendar days after the transfer of the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to all aggrieved employees, as well as payment of Settlement Administration Expenses, the Attorney's Fees Payment, the Litigation Expenses Payment, and the PAGA Representative Payments and the PAGA Payment in accordance with this Agreement. (Ex. 1, III.F.6.)

37. An Aggrieved Employee must cash his or her Settlement Share check within 180 days of mailing. (Ex. 1, III.F.7.) If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected Aggrieved Employee at his or her correct address. (*Id.*) If an Aggrieved Employee's Settlement Share check is not cashed within 180 days after mailing to the Aggrieved Employee, the Settlement Administrator will remit it to the Unclaimed Property Fund of the California State Controller's office. (*Id.*)

38. Upon the Effective Date, each Aggrieved Employee will release Defendant and

1 each Released Party of the Released Claims set forth in the PAGA Release. (Ex. 1, § III.G.1-2.)
2 Per the PAGA Release (*Id.*): Upon the entry of the Judgment in accordance with this PAGA
3 Settlement and contingent upon funding of the Gross Settlement Amount, Plaintiff, the State of
4 California on whose behalf Plaintiff have brought the Litigation, and all the Aggrieved Employees
5 will be forever barred from pursuing against Defendant and Defendant Releasees any and all
6 claims for civil penalties under PAGA arising during the applicable Covered Period that were
7 alleged in the Litigation or any associated LWDA submissions by Plaintiff, or that could have
8 been alleged based on the facts alleged in Plaintiff's complaint or any associated LWDA
9 submission by Plaintiff.

10 39. The LWDA will be served with a copy of this motion with the Settlement
11 Agreement through the online process as required by Labor Code § 2699(l), and therefore the
12 LWDA has been provided notice of this PAGA settlement and this motion. This service on the
13 LWDA is verified in the accompanying proof of service. The proof of electronic submission is
14 attached hereto as **Exhibit 2**.

15 **THE PAGA SETTLEMENT IS FAIR AND REASONABLE**

16 40. While PAGA and its legislative background do not explicitly mandate a Court's
17 evaluation of a PAGA settlement against the "value" of the claims, the penalties proposed here
18 are also reasonable within this framework.

19 41. In this case, Plaintiff's expert calculated Defendant's maximum potential penalty
20 exposure to be around \$5,000,000. The analysis assumes full penalties were awarded, and that
21 stacking was allowed. The penalties were also based upon \$100 per employee per violation for
22 each initial violation and \$200 per employee per violation for each subsequent violation. This
23 sum did not take into account Defendant's defenses or discount liability based upon potential
24 risks. This maximum liability was also based on Defendant's assertion that there were
25 approximately 25,000 pay periods in the PAGA Period. At the core of the analysis were the
26 penalties associated with failure to reimburse expenses. Counsel determined that this maximum
27 sum was not realistic based upon the strength of Defendant's defenses, issues of proof, and risks
28 associated with continued litigation, as well as the authorities set forth below.

42. Based upon the current estimates provided by Defendant, Plaintiff's Counsel estimates that maximum realistic liability that Defendant faced during the PAGA period was approximately \$2,500,000 million based on approximately 25,000 pay periods. The risks associated with continuing the litigation underscore that the Settlement represents a fair resolution of the contested claims, achieved through thorough arm's length negotiations. Additionally, Defendant denies any liability, arguing that if any were to be established, it is likely that the Court would exercise its discretion to lessen any penalties, asserting that any violations were unintentional and of minor consequence.

43. Regarding the calculation of civil penalties, PAGA stipulates a \$100 penalty per aggrieved employee for each pay period of the first violation and usually \$200 for each aggrieved employee for subsequent violations, as per Labor Code § 2699(f)(2). Plaintiff, citing *Amaral v. Cintas Corp.*, 163 Cal.App.4th 1157 (2008), contended that a \$200 civil penalty should be levied for each violation after Plaintiff had notified Defendant of their claims via PAGA letters to the LWDA. In contrast, the Defendant strongly disagreed, referencing a later district court interpretation of *Amaral*. This interpretation stated that a \$200 civil penalty for "subsequent" violations can only be imposed after an employer is notified of a violation by a court or commission (*Amalgamated Transit Union Local 1309 v. Laidlaw Transit Servs.*, C.D. Cal 2009). This viewpoint is supported by several cases, including *Bernstein v. Virgin Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) and *Vieyara-Flores v. Sika Corp.*, No. EDCV19606JVSKKX, 2019 WL 2436998, which states that heightened penalties are not applicable until an employer is formally notified of a Labor Code violation by a court or the Labor Commissioner. As a result, Defendant argued that the \$200 penalty rate was not applicable, as they had not been previously cited for such violations.

44. Plaintiff maintained that penalty stacking was permissible, arguing for a \$100 penalty for each initial Labor Code violation and \$200 for subsequent ones, suggesting that separate penalties for each violation could potentially subject Defendant to nearly \$5,000,000 million in liability for both initial and subsequent violations. On the other hand, Defendant vehemently opposed this view, insisting that the maximum penalty under PAGA should not

1 exceed \$100 per pay period, citing various precedents to support this stance (as previously
2 detailed). Defendant argued against the possibility of penalty stacking, noting that even if
3 permissible, it's rare for courts to exercise discretion in favor of such stacking. Aware of this
4 perspective, PAGA Counsel acknowledged that, based on this line of reasoning, Defendant's
5 highest potential liability for its primary claim (reimbursement of expenses) might be estimated
6 at about \$2,500,000 million. This figure is derived from multiplying 25,000 violative pay periods
7 by \$100 per period.

8 45. However, this projected maximum realistic liability doesn't consider various
9 potential risks and defenses against the claims presented. Defendant denies all factual allegations
10 raised by Plaintiff, denies any wrongdoing, and contends that it complied with all laws at all times
11 relevant.

12 46. For example, Defendant denies that a violation for each pay period can be
13 established as to each allegedly Aggrieved Employee due to its legally compliant policies and
14 practices. As such, Defendant contends the claims would fail on the merits and the exposure
15 numbers are overstated. Defendant also argues that it provided its employees with writing utensils
16 and notepads for use during their employment. It also contends that it provided employees with
17 uniforms pieces that required normal laundering. Nonetheless, to the extent a uniform piece was
18 severely damaged or tarnished, Defendant stated that it would provide its employees with a new
19 one.

20 47. Defendant asserts that, even if the claims were proven, Plaintiff's alleged
21 maximum exposure figure fails to acknowledge that courts have wide latitude to reduce the
22 amount of civil penalties "based on the facts and circumstances of a particular case" and if "to do
23 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Cal.
24 Lab. Code § 2699(h)). Moreover, Defendant argues against the merits of the underlying claims
25 and particularly to the extent that the "wilfulness" standard and/or "good faith" defenses mitigate
26 the civil penalty claims and rendered any such penalties as untenable. For these reasons, the
27 Parties submit that the agreed-upon PAGA settlement is fair and reasonable.

28 48. In the face of these defenses, Plaintiff determined that the initial realistic exposure

1 estimate of \$2,500,000 should be reduced by approximately 65%, bringing the potential realistic
2 liability to approximately \$875,000. Plaintiff successfully secured a settlement wherein
3 Defendant agreed to pay \$125,000 to resolve the action. The settlement amount is approximately
4 14% of the potential realistic liability. This outcome is highly favorable and stands as a
5 particularly reasonable resolution considering the risks and uncertainties inherent in the PAGA
6 claims in this case. The amount is adequate to fulfill the objectives of PAGA without being
7 deemed unjust, arbitrary, oppressive, or confiscatory.

8 **PLAINTIFF’S SEPARATE INDIVIDUAL SETTLEMENT IS PROPER**

9 49. Plaintiff is a former employee of Defendant who has displayed exceptional
10 courage in challenging their former employer's actions by filing this lawsuit. Their belief is that
11 Defendant should be held accountable for its serious violations of the Labor Code. As a result of
12 Plaintiff’s actions, there has been a substantial recovery under PAGA. Throughout the process,
13 Plaintiff have been active participants, providing valuable information, sharing vital documents,
14 and keeping themselves well-informed about the progress of the case. Their dedication and efforts
15 have been instrumental in achieving a positive outcome. Plaintiff’s unwavering commitments to
16 justice and fairness are highly commendable and were critical to achieving this substantial
17 settlement. (See Exhibit 3, Declaration of Jonathan Flores)

18 50. Plaintiff’s decision to resolve their individual claims as part of their PAGA
19 Representative Payment (Ex. 1, I.O.) aligns perfectly with the provisions of the California Labor
20 Code. This law explicitly allows Plaintiff to independently settle personal damage claims while
21 simultaneously pursuing PAGA claims on behalf of aggrieved employees. The PAGA statute,
22 specifically Labor Code § 2699(g)(1), states that “[n]othing in this part shall operate to limit an
23 employee’s right to pursue or recover other remedies available under state or federal law, either
24 separately or concurrently with an action taken under this part.” This provision not only upholds
25 but encourages the right of employees to seek individual claims in conjunction with PAGA
26 actions. Such an approach is in complete harmony with the fundamental understanding that
27 PAGA claims, aimed at securing civil penalties for aggrieved employees, are distinct and separate
28 from personal claims for unpaid wages and statutory penalties.

1 51. The PAGA Representative Payment, which constitutes two percent of the Gross
2 Settlement Amount, is entirely justifiable. It's important to recognize that without the Plaintiff's
3 proactive involvement, neither LWDA nor the aggrieved employees would have benefitted from
4 the outcomes of this action. The value and impact of the Plaintiff's actions cannot be overstated.
5 Moreover, given that the Plaintiff is fully within his rights to resolve both of their individual and
6 PAGA claims, it is respectfully submitted that this Court should acknowledge the fairness and
7 prudence of the PAGA Settlement and approve the PAGA Representative Payment. This approval
8 would not only honor the legal process but also underscore the effectiveness of assertive legal
9 action in achieving equitable results for all parties involved.

10 **THE REQUESTED ATTORNEYS' FEES ARE FAIR AND REASONABLE**

11 52. In 1993, I graduated from the University of California, Los Angeles with a
12 Bachelor of Arts Degree. Following graduation, I attended Whittier Law School. In 1996,
13 while a full-time law student, I was also a full-time Judicial Extern for the Honorable Consuelo
14 B. Marshall, United States District Court for the Central District of California. After
15 approximately five months of service for Judge Marshall, I became a full-time extern for the
16 United States Attorney's Office, Central District of California. My externship lasted for
17 approximately five months. Thereafter, in 1997, I graduated from Whittier Law School. The
18 same year, I was admitted to practice law in the State of California.

19 53. From 1997-2007, I was a named partner at Hawkins & Sofonio, a law firm based
20 out of Irvine, California. At Hawkins & Sofonio, I pioneered the employment department
21 litigating Plaintiff related employment issues such as: Wrongful Termination, Age
22 Discrimination, Disability, Wage and Hour and Sexual Harassment claims. Through the
23 success and experience I obtained litigating employment related matters; I commenced the
24 Wage and Hour division of our employment department in 2002. Since then, I have spent the
25 vast majority of my practice litigating Wage and Hour Class Actions.

26 54. In 2007, I incorporated my wage and hour class action practice as James
27 Hawkins APLC. Since its inception, this law firm has been exclusively involved in class action
28 and complex litigation. In 2009, I opened an additional office in Miami, Florida, prosecuting

1 wage and hour class actions.

2 55. I have a great deal of experience in wage and hour class action and representative
3 action litigation. I have obtained certification of numerous classes and have obtained resolutions
4 of numerous other class actions and representative actions. I have also been approved as class
5 counsel in many other wage/hour class actions, and I am currently litigating numerous others.
6 Although not an all-inclusive list, over the years I have prosecuted the following class action
7 matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those
8 associated with this action:

9 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.: 30-
10 2009-00268714-CU-OE-CXC.

11 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT- Case
12 No.: 09-cv-0168.

13 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-
14 04554.

15 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.

16 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
17 SACV08-00412.

18 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
19 Superior Court, Case No. BC393709.

20 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
21 Court, Case No. BC 357912.

22 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
23 Superior Court, Case No. RIC 440630.

24 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.

25 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court,
26 Case No. 05CC00013.

27 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court,
28 Case No. 105-CV047499, et al. J.C.C.P. No. 4460.

1 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc.* et al., Riverside Superior Court,
2 Case No. RIC 420909.
3 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
4 Case No. CV09-05848.
5 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
6 DISTRICT, Case No. SACV 08-680.
7 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
8 05CC00128.
9 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
10 07CC01292.
11 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior
12 Court, Case No. BC411477.
13 r. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court, Case
14 No. 06CC00099.
15 s. *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court, Case No. BC
16 330145.
17 t. *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court, Case
18 No. CGC-07-461612.
19 u. *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior Court, Case No.
20 07CC00015.
21 v. *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior Court, Case
22 No. 07CC01347.
23 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court,
24 Case No. BC387088.
25 x. *Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour*
26 *Cases*, Los Angeles Superior Court, Case No. JCCP 4545.
27 y. *Placencia v. Amcor Packaging Distribution, Inc.*, Orange County Superior Court,
28 Case No. 30-2013-00694012-CU-OE-CXC.

1 z. *Trani v. Lisi Aerospace, et al.*, Los Angeles Superior Court, Case No. BC495527.
2 aa. *Galvan v. Goodwin Co.*, Orange County Superior Court, Case No. 30-2013-
3 00637062-CU-OE-CXC.
4 bb. *Reyes v. Bristol Fiberlite*, Orange County Superior Court, Case No. 30-2013-
5 00653425-CU-OE-CXC.
6 cc. *Gutierrez v. HMT Tank*, USDC Central Dist., Case No. CV14-1967-CAS(MANx).
7 dd. *Williams v. Il Fornaio America Corp.*, Sacramento County, Case No. 34-2011-
8 0009616.
9 ee. *Aguilar v. 7-Eleven, Inc.*, Orange County, Case No. 30-2009-002687141-CU-OE-
10 CXC.
11 ff. *Madrigal v. Huntington Beach Market Broiler, Inc.*, Orange County, Case No. 30-
12 2012-00611260.
13 gg. *Vang v. Jazz Semiconductor, Inc.*, Orange County, Case no. 30-2011-00460278.
14 hh. *Cano v. Financial Statement Services, Inc.*, Orange County, Case No. 30-2013-
15 00653349-CU-OE-CXC.
16 ii. *Gonzalez v. Quality Aluminum Force, LLC*, Orange County, Case No. 30-2015-
17 00817941-CU-OE-CXC.
18 jj. *Smith v. Space Exploration Technologies Corp.*, Los Angeles County Case No.
19 BC554258.
20 kk. *Madrigal v. Balda C Brewer, Inc.*, Orange County Case No. 30-2015-00820218-
21 CU-OE-CXC.
22 ll. *Mendez v. Liberty Glass Fabricators, Inc.*, Riverside County Case No. RIC
23 1800119.
24 mm. *Attia v. Neiman Marcus Group, Inc.*, United States District Court for the Central
25 District of California Case No. 8:16-cv-001504-DOC-FFM
26 nn. *Vigueras v. Red Robin*, United States District Court for the Central District of
27 California Case No. 8:17-cv-1422-JVS-DFM.
28 oo. *Payne v. Marriott Ownership Resorts, Inc.*, San Diego County Case No. 37-2018-

00015175-CU-OE-CTL.

56. In sum, my firm has been the lead or co-lead counsel in hundreds of cases since its inception. We have recovered hundreds of millions of dollars for employees in the State of California and millions for the State as well through PAGA.

57. Our firm has served as class counsel in a number of significant wage and hour settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest wage and hour class action settlement in California history at \$130,000,000. During this case, the plaintiff's appealed a decertification order. This case involved several appeals. The appellate record amassed an extensive appellate record comprising a 23-volume joint appendix, a three-volume reporters' transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to augment the record, and several additional letters informing the appellate court of new legal authority issued after *Dukes*. The matter was argued to and submitted by the Court of Appeal on September 15, 2016, and on November 21, 2016, the decertification order was reversed and the case was remanded for further proceedings. (*Lubin v. The Wackenhut Corporation* ("Lubin"), 5 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision to the California Supreme Court. The Supreme Court denied Wackenhut's petition for review of *Lubin*. The Court of Appeal issued remittitur on April 10, 2017. Eventually through more litigation, the parties were able to secure the 130 million settlement that was approved on October 21, 2019 by Judge Highberger in the Los Angeles Superior Court.

58. Additionally, in early 2020, our firm served as lead counsel in a class action jury trial in the Central District of California involving the class and PAGA representative claims of over 23,000 employees which were successfully resolved in the midst of trial for \$8,500,000.

59. Even more recently, our office along with co-counsel filed an appeal in the 9th circuit in *Valiente, et. al. vs. Swift Transportation Co. of Arizona*, Case No. 21-55456, challenging the retroactive application of The Motor Vehicle Safety Act, 49 U.S.C. § 31141 preemption of California meal and rest periods laws as applied to commercial drivers.

60. Our firm has settled many high-stakes class and representative actions. Hawkins' settlements have directly compensated hundreds of thousands of California workers and consumers. Hawkins' actions have also forced employers to modify their policies for the benefit of employees including changing the compensation structure for certain employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Hawkins has secured millions of dollars in civil penalties for the State of California.

61. Based on our experience, demonstrated competence, resources to prosecute the claims at issue and reputation among our colleagues in the both the defense and Plaintiff's bar, I respectfully submit our firm's experience in the field of wage and hour cases provides us the ability to prosecute claims swiftly and often times without the need for protracted litigation. Although, as demonstrated in the *Wackenhut* cases, we do not give up fighting for class members when challenged and necessary.

62. Here, the Parties' agreement to pay PAGA Counsel's fees of up to \$43,750 (or approximately 35% of the Gross Settlement Amount) is reasonable. To date, my firm has expended approximately 298.7 hours litigating this case and the related class matter. Accordingly, the total lodestar amount is \$217,187.50 and no multiplier is required for the requested fee award. Thus, not only are PAGA Counsel's rates reasonable and typical, but the attorneys' fees requested are in line with the lodestar, which further confirms that the fee request is fair and reasonable. submit that the requested attorneys' fees of 35% the Gross Settlement Amount that PAGA Counsel has obtained on behalf of the Plaintiff, State, and the Aggrieved Employees is fair and reasonable, as are the hourly rates at which our attorneys bill.

James Hawkins APLC Lodestar Summary				
Timekeeper	Years	Hours	Rate	Total
James Hawkins, Esq.	26	87.3	\$1050	\$91,665
Christina Lucio	16	108.7	\$775	\$84,242.50
Mitchell Murray	12	3.8	\$750	\$2,850.00
Associate Attorneys	1-2	51.4	\$450	\$23,130.00
Paralegal Staff		76.5	\$200	\$15,300.00
TOTALS		327.7		\$217,187.50

63. I have devoted in excess of 87 hours in prosecuting the Action on behalf of Plaintiff and the State. The following is a summary of my tasks and activities in prosecuting this matter: review client intakes; conferences regarding additional client and issues; research and investigation regarding claims; client interviews; review documents provided by clients; conferences regarding claims and causes of action; review class action complaint and PAGA notice; reviewing the PAGA complaint; conferences related to litigation and discovery plan; correspondence with counsel in related actions; conferences with counsel in related actions; conferences with witnesses; memos and notes regarding interviews and claims; due diligence; conferences re strategy; reviewing documents to prepare for mediation; preparation and strategy regarding litigation of the action; preparation and strategy regarding the mediation; preparing damages models and consulting with experts; reviewing issues related to arbitration agreement and legal issues; conferences regarding settlement agreement; review and revise pleadings and declarations in support of approval; consulting regarding client inquiries; consulting with expert; conferences and correspondence regarding the action. My hourly rate is \$1,050.00 per hour. The number of hours I have expended for work performed and the corresponding attorney's fees of \$91,665 are reasonable and necessary.

64. Christina Lucio is Of Counsel to James Hawkins, APLC. She has devoted in excess of 108 hours in prosecuting the Action. Such hours were reasonable and necessary. Ms. Lucio has 16 years of experience and primarily handled the day-to-day litigation of this matter during the action. Ms. Lucio graduated from the University of California, Riverside in 2003 and received her law degree from the University of Southern California in 2007. She has been a member of the State Bar of California since 2007. Her practice focuses primarily on employment law including wrongful termination, discrimination, retaliation, wage and hour violations (individual and class action), and sexual harassment claims. In recent years, a substantial part of her practice has been focused on class actions, including wage and hour litigation. The following is a summary of Ms. Lucio's tasks and activities in prosecuting this matter: conferences with clients regarding claims, review client documents, research regarding Defendant entities, draft and revise CMC statements, draft complaints and revise same, draft

1 and revise PAGA notices, review arbitration agreements and legal issues, conferences
2 regarding arbitrations, draft informal discovery list for mediation, preparing discovery plans,
3 day to day correspondences, conferences with defense counsel, research regarding legal issues
4 and claims, correspondence with clients, correspondence with defense counsels, review defense
5 document production and mediation preparation, meet and confer efforts, conference regarding
6 mediation preparation, assist with the drafting of the mediation brief, strategizing regarding
7 damages model and research re theories, participating in conferences with consultants regarding
8 claims and potential barriers to resolution, continued negotiations post-mediation with defense
9 counsel, work with prospective administrators for bids, correspondence regarding settlement,
10 multiple drafts and revisions regarding settlement agreement and notice documents, review and
11 revise approval motion and supplemental documents, review and revise related documents,
12 appear at case management conferences, and review and revise complaints. Ms. Lucio's hourly
13 rate is currently \$775 per hour. The number of hours Ms. Lucio expended for work performed
14 and the corresponding attorney's fees of \$84,242.5 are reasonable and necessary.

15 65. Mitchell Murray is Of Counsel to James Hawkins, APLC. Mr. Murray is a 2007
16 graduate of the University of California, San Diego and 2012 graduate of California Western
17 School of Law. He was admitted to the State Bar of California in 2012. He is a member of the
18 Consumers Attorneys of San Diego. He was selected as a "Rising Star" in 2019 by Super
19 Lawyers Magazine. Mr. Murray's legal experience has focused primarily on all areas of
20 employment law. Since 2016, he has focused his practice in the area of wage and hour class
21 action. Mr. Murray has dedicated 3.8 hours in prosecuting this action on behalf of Plaintiff and
22 the class. Such hours are reasonable and necessary. The following is a summary of Mr.
23 Murray's tasks and activities in prosecuting this matter: conferences with clients, damages
24 analysis, research regarding claims and defenses, preparing for and attending mediation,
25 assisting with pleadings and motions in the approval process, reviewing and revising the
26 settlement agreement, conferences with the mediator. Mr. Murray's hourly rate is \$750.00 per
27 hour. The number of hours expended by Mr. Murray for work performed and the corresponding
28 attorney's fees of \$2,850 are reasonable and necessary.

66. Our associate attorneys, including Eric Tims, have dedicated approximately 51.4 hours to prosecuting this action on behalf of Plaintiff and the aggrieved group. Our associates' hourly rates are \$450.00 per hour. The following is a summary of our associates' tasks and activities in prosecuting this matter: conferences re action, reviewing and revising agreement, drafting approval motion and supporting documents, reviewing settlement agreement, and correspondence with the administrator. The number of hours expended by our associates for work performed and the corresponding attorney's fees of \$23,130 are reasonable and necessary.

67. Our paralegals have dedicated over 76.5 hours in assisting with the prosecution of this case. Their hourly rate is \$200.00 per hour. The number of hours expended for work performed and the corresponding fees of \$15,300 are reasonable and necessary.

68. The hourly rates above are comparable to those of other attorneys with equal or similar experience. The starting point in determining the appropriate hourly fee is to discern the prevailing rate for similar work in the pertinent geographic region. (*See Herr, Manual for Complex Litigation*, § 14.122 (1984) ("reasonable fees ... are to be calculated according to the prevailing market rates in the relevant community.")) Thus, not only are PAGA Counsel's rates reasonable and typical, but the attorneys' fees requested are in line with the lodestar, which further confirms that the fee request is fair and reasonable.

69. We respectfully submit that our hourly rates are reasonable in light of the hourly rates charged in the marketplace for comparable skill, years of experience and services. A true and correct copy of the 2021 Wolters Kluwer Real Rate Report, attached as **Exhibit 4**, and the Laffey Matrix, attached as **Exhibit 5**.

70. We have borne the entire risk and cost of this litigation on a pure contingency fee basis.² The legal issues raised drew significantly upon our experience and the extensive review and analysis of documents and information by me and others at my firm. In a complex action such as this, the proposed attorneys' fees are on the low side of the market rate for contingency

² Indeed as an example, James Hawkins APLC litigated a certified class case entitled *Cole, et. al. v. CRST*, in the Central District of California Case No. ED-CV 08-1570-VAP, for approximately 11 years which ultimately resulted in Judgment in favor of the Defendant and confirmed on appeal, where hundreds of thousands of dollars in costs including thousands of hours of attorney time by Plaintiff were never recovered.

1 fees as we have invested numerous hours and costs into the litigation of this matter. We have
2 also incurred approximately \$21,471.33 in costs for, among other things, filing and service fees,
3 expert fees, mediation, certified mailings, and related expenditures. Accordingly, we request an
4 award of all such reasonable costs. The Settlement provides for the payment of costs up to
5 \$21,471.33 and any allocation to costs not awarded will return to the Net Settlement Amount.
6 Thus, Plaintiff respectfully submits that the requested fee and cost awards are fair and
7 reasonable terms of the Settlement, and should be approved. Attached as **Exhibit 6** is a true and
8 correct itemization of the costs incurred in the prosecution of the action.

9
10
11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct. Executed on May 8, 2024, in Irvine, California.

13
14
15 
16 _____
James R. Hawkins

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made by and between Plaintiff, JONATHAN FLORES (collectively referred to as “Plaintiff” or “PAGA Representative”), and WEST COAST DINER MANAGEMENT, INC., a California corporation, DBA DENNY’S (“Defendant” or the “Company”). Defendant and Plaintiff may be singularly or collectively referred to as the “Party” and the “Parties.”

I. DEFINITIONS

In addition to other terms defined in the Agreement, the terms below have the following meaning:

A. “Action” means the Complaint that was filed in California state court and any amendments thereto, which is captioned *Jonathan Flores v. West Coast Diner Management, Inc., et al.*, Case No. RG20073419, pending in Superior Court of the State of California, County of Alameda.

B. “Aggrieved Employees” means all current and former hourly-paid, non-exempt employees who worked for Defendant in California from September 4, 2020, through granting of approval of PAGA Settlement (which timeframe is referred to as the “PAGA Period”).

C. “Aggrieved Employee Data” means, for each Aggrieved Employee, his or her name; last-known mailing address; Social Security number; his or her employee identification number; his or her email address (if known); and, his or her dates of employment and/or number of pay periods worked during the PAGA Period as an Aggrieved Employee.

D. “Court” means the Superior Court of the State of California, County of Alameda.

E. “Defendant” means West Coast Diner Management, Inc., a California corporation.

F. “Defense Counsel” means Akerman LLP.

G. “Effective Date” of this Settlement Agreement shall mean seven calendar days after the Judgment becomes Final as defined in Section I(H) of this Agreement.

H. “Final” means the last of the following dates, as applicable:

1. If no objection to the Settlement is made, the date the Judgment is entered.
2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

I. "Gross Settlement Amount" means the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00). The Gross Settlement Amount is the maximum total amount that Defendant is obligated to pay for any and all purposes under the Agreement, inclusive of attorneys' fees and litigation costs, third party settlement administration fees, the LWDA payment, the PAGA Representative Payment, and payments to the Aggrieved Employees.

J. "Judgment" means the Order of Final Judgment of Dismissal entered by the Court. The Parties will draft and submit a proposed Final Judgment of Dismissal to the Court along with the Motion for Final Approval in the Actions.

K. "Net Settlement Amount" means the Gross Settlement Amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) to be paid by Defendant pursuant to this Settlement, less the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, as described in the Agreement and approved by the Court.

L. "Notice" means the Notice of Settlement of Actions, which will be submitted by Plaintiff along with the Motion for Settlement Approval.

M. "Notice Packet" means the Notice, which will be submitted by Plaintiff along with the Motion for Settlement Approval

N. "PAGA" refers to the California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.*

O. "PAGA Representative Payment" means the payment made to the PAGA Representative to compensate him for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for attorneys' fees and expenses in the event they were unsuccessful in the prosecution of the Actions, and in exchange for a general release of Defendant. Defendant will not object to Plaintiff's request for Court approval of the PAGA Representative Payments of up to Five Thousand Dollars (\$5,000.00) to Plaintiff.

P. "PAGA Counsel" means James Hawkins APLC.

Q. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts awarded to PAGA Counsel by the Court to compensate them for, respectively, their attorneys' fees and litigation expenses incurred in connection with the Action, including their pre-filing investigation, their filing of the Action and all related litigation activities, the Agreement, and all post-Settlement compliance and approval procedures.

R. "PAGA Representative" means the named Plaintiff in this action, Jonathan Flores..

S. "Released Parties" collectively mean: Defendant, Defendant's respective past, present and future parents, subsidiaries, corporations, divisions, and successors and assigns, and the past, present and future shareholders, managers, officers, partners, members, directors, agents, employees, attorneys, insurers, predecessors, successors and assigns of Defendant.

T. “Related Actions” means the Action and the case entitled *Jonathan Flores v. West Coast Diner Management, Inc., et al.*, Case No. RG20066341, pending in Superior Court of the State of California, County of Alameda.

U. “Settlement” means the disposition of the Action and all related claims as detailed in, and to be effectuated by, the Agreement.

V. “Settlement Administrator” means the responsible settlement administrator proposed by the Parties and appointed by the Court to provide notice of the proposed Settlement to the Class and to perform other related functions to administer the Settlement as described herein.

W. “Settlement Approval” means the Court’s Order approving the Settlement.

X. “Settlement Share” means each Aggrieved Employee’s share of the Net Settlement Amount as provided by the Agreement.

II. RECITALS

A. On June 30, 2020 and later amended on November 20, 2020, the PAGA Representative Plaintiff filed a putative class action complaint against Defendant in the Superior Court of the State of California, Alameda County, alleging causes of action for (i) failure to reimburse necessary expenses, and (ii) violation of the Unfair Competition Law. PAGA Representative Plaintiff also filed a PAGA complaint on September 4, 2020, which was later amended on November 23, 2020, in the Superior Court of the State of California, Alameda County, alleging a cause of action under PAGA. The Flores Class and PAGA actions are collectively referred to as the “Related Actions.”

B. In connection with the Related Actions, the Parties participation in mediation on March 23, 2023 and through continuing mediation efforts and arms-length negotiations, eventually resolved this matter.

C. PAGA Counsel represents it has conducted a thorough investigation into the facts of the Related Actions. Based on the foregoing discovery and their own independent investigation and evaluation, PAGA Counsel and the PAGA Representative are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, or that PAGA Counsel anticipates could be raised by Defendant, and potential appellate issues.

D. Defendant denies each and all of the claims alleged by Plaintiff in the Actions. Nevertheless, Defendant have taken into account the uncertainty and risks inherent in any litigation and have also concluded that further defense of the Actions would be protracted and expensive. Defendant, therefore, has determined that it is desirable and beneficial that the Actions be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. But for the covenants set forth herein, Defendant would vigorously defend itself against each and every allegation and claim set forth in the Actions.

E. It is the mutual desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims raised in or related in any way to the Related Actions. In order to achieve a full and complete release of the released persons, the PAGA Representative acknowledges that this Settlement is intended to include and resolve all claims arising from or related to the Actions as more fully set forth in the Agreement.

F. The Agreement represents a compromise and Settlement of highly disputed claims. Nothing in the Agreement is intended or will be construed as an admission by Defendant that the claims in Plaintiff's Actions have merit or that Defendant bears any liability to Plaintiff or any of the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Actions have merit; and

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties stipulate and agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Dismissal of Class Action.** Within 21 days of executing this agreement, PAGA Counsel will file a request in Case No. RG20066341 to dismiss his class action claims without prejudice, supported by a declaration under California Rule of Court 3.770(a). The parties agree to cooperate to take all necessary steps to secure dismissal of Plaintiffs' claims in the Related Actions. Plaintiff's individual claims will remain stayed pending approval of this Settlement. Indeed, as part of this Settlement and in exchange for his PAGA Representative Payment, Plaintiff will enter into a general release which will encompass his individual claims.
- B. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is \$125,000.00. This amount is all-inclusive of all payments contemplated in this resolution. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant. The Gross Settlement Amount shall be the maximum amount that Defendant shall pay under the Settlement, subject to the Escalator provisions in III.E.
- C. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
1. **To Plaintiff:** In addition to the Settlement Shares to be paid to Plaintiff from the Net Settlement Amount, Plaintiff will apply to the Court for an award of not more than \$5,000.00 as a PAGA Representative Payment. The Settlement Administrator will pay the PAGA Representative Payment approved by the Court out of the Net Settlement Amount. If the Court approves a PAGA Representative Payment of less than \$5,000.00, for Plaintiff, the remainder will be retained in the Net Settlement Amount.

Payroll tax withholding and deductions will not be taken from the PAGA Representative Payments and instead a Form 1099 will be issued to each of Plaintiff with respect to the payments who will assume full responsibility and liability for the taxes due on their PAGA Representative Payments. To receive the payment, Plaintiff agrees to a 1542 waiver and a general release of all claims as set forth below.

2. **To PAGA Counsel:** PAGA Counsel will apply to the Court for an award of not more than 35% of the Gross Settlement Amount, estimated to be approximately \$43,750.00, as their PAGA Counsel Fees Payment, and an amount not more than 21,471.33 for all expenses incurred as documented in PAGA Counsel's billing records as their PAGA Counsel Litigation Expenses Payment. Defendant will not oppose their request for a PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment of less than 35% of the Gross Settlement Amount in fees and 21,471.33 in reasonable costs and expenses, the remainder will be retained in the Net Settlement Amount. No payroll tax withholding or deductions will be taken from the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to PAGA Counsel with respect to those payments. The payment of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall be made to James Hawkins at James Hawkins APLC through the Settlement Administrator.
3. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$10,995.00 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$10,995.00, the remainder will be retained in the Net Settlement Amount.

D. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the above-specified deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

1. **Disbursement to the LWDA.** The Settlement Administrator shall issue payment to the LWDA in an amount equal to 75% of the Net Settlement Amount (the PAGA Payment).
2. **Settlement Share.** The Settlement Administrator shall pay the Settlement Shares to the Aggrieved Employees from the remaining 25% of the Net Settlement Amount. Subject to the terms and conditions of this Agreement,

the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Aggrieved Employee. The submission of a claim form is not required to be paid. The Settlement payments are in settlement of claims for civil penalties only, and thus shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

3. **Calculation.** Each Aggrieved Employee will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Aggrieved Employee will be calculated by (a) dividing the Net Settlement Amount by the total number of pay periods worked by all Aggrieved Employees that occurred during the PAGA Period and (b) multiplying the result by each individual Aggrieved Employee's pay periods that occurred during the PAGA Period. Defendant's payroll records shall control.

E. **Escalator Provision.** Defendant has represented in good faith that there is an estimated total of 25,000 pay periods collectively worked during the PAGA Period. If the number of actual pay periods worked by the Aggrieved Employees during the PAGA Period is more than 5% of the estimate stated herein (greater than 26,250), the Gross Settlement Amount will increase proportionally by the number of pay periods exceeding 105% of the stated estimate, *except that*, in the alternative, at Defendant's sole option and in lieu of increasing the Gross Settlement Amount, the PAGA Period may be modified to end on such date that the total pay periods within the PAGA Period do not exceed 26,250.

- F. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Phoenix Class Action Administration Solutions to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Notice Packet to all Aggrieved Employees; conducting a National Change of Address search to update Aggrieved Employee addresses before mailing the Notice Packets; re-mailing Notice Packets that are returned to the Aggrieved Employee's new address; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall

establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

G. Procedure for Approving Settlement.

1. Motion for Approval of Settlement by the Court.

- a. After Execution of this Settlement Agreement, Plaintiff will file a Motion for Settlement Approval with the Court for an order giving Approval of the Settlement, and approving the Notice of PAGA Settlement.
- b. Plaintiff will be responsible for submitting a copy of this Settlement to the LWDA as set forth in Labor Code section 2699(1)(2).
- c. Should the Court decline to approve material aspects of the Settlement, the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court’s approval.

2. Notice to Aggrieved Employees and Mailing of Payments. After the Court enters an Order Granting Approval of the Settlement, every Aggrieved Employee will be sent the Notice and a check for his or her Settlement Share as follows:

- a. No later than 14 days after the Court enters an Order Granting Approval of the Settlement, Defendant will provide to the Settlement Administrator a list in electronic form containing each Aggrieved Employee’s Data. If any or all of the Aggrieved Employee Data is unavailable to Defendant, Defendant will inform PAGA Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Aggrieved Employee Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.F.2.c., or pursuant to Defendant’s express written authorization or by order of the Court. All Aggrieved Employee Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by PAGA Counsel.
- b. The Settlement Administrator shall update the Aggrieved Employee Data using the National Change of Address database prior to mailing the Notice and payments. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Aggrieved Employee Data, the Settlement Administrator will mail the Notice and payments to all Aggrieved Employees via first-class

regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

- c. If a Notice and payment is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than 14 days from receipt of the returned packet, search for a more current address for the Aggrieved Employee and re-mail the Notice to the Aggrieved Employee. The Settlement Administrator will use the Aggrieved Employee Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with PAGA Counsel and according to the following deadlines, to trace the mailing address of any Aggrieved Employee for whom a Notice is returned by the U.S. Postal Service as undeliverable. If the Notice is re-mailed, the Settlement Administrator will note for its own records and notify PAGA Counsel and Defendant's Counsel of the date and address of each such re-mailing.

3. **Motion for Attorney's Fees, Litigation Expenses, and PAGA Representative Payment.**

- a. Unless otherwise ordered by the Court, PAGA Counsel will file with the Court their Motion for Attorney's Fees, Litigation Expenses, and PAGA Representative Payment simultaneously with the Motion for Settlement Approval, and the application will be scheduled to be heard by the Court at the Settlement Approval Hearing.

4. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

5. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a

material modification to the Settlement, and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the PAGA Representative Payments or the PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, *provided that* Defendant's obligation to make payments under this Settlement will not exceed the Gross Settlement Amount.

6. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount within 15 days of the Effective Date. Within 15 days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to all aggrieved employees, as well as payment of Settlement Administration Expenses, the Attorney's Fees Payment, the Litigation Expenses Payment, and the PAGA Representative Payments and the PAGA Payment in accordance with this Agreement.
7. **Uncashed Settlement Share Checks.** An Aggrieved Employee must cash his or her Settlement Share check within 180 days of mailing. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected Aggrieved Employee at his or her correct address. If an Aggrieved Employee's Settlement Share check is not cashed within 180 days after mailing to the Aggrieved Employee, the Settlement Administrator will remit it to the Unclaimed Property Fund of the California State Controller's office.
8. **Final Report by Settlement Administrator to Court.** Within fourteen days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

H. **Release of Claims.**

1. **Aggrieved Employees.** Upon the Effective Date and contingent on full funding of the Gross Settlement Amount by Defendant, Defendant shall receive a release from the Aggrieved Employees of all claims for civil penalties *under PAGA* that were or could have been raised based upon the facts and theories alleged in Plaintiff's PAGA Notice dated June 29, 2020

and the operative complaints in the Actions which occurred during the PAGA Period, including but not limited to claims based on an alleged violation of Labor Code section 2802, and a release of all PAGA claims that were or could have been alleged in the Actions based upon the facts and theories set forth in Plaintiff's PAGA notice, and which occurred during the PAGA Period ("Released PAGA Claims"). This release expressly excludes any claims seeking relief for unpaid wages, premiums, reimbursements, or other damages, even if based upon the same facts and theories as alleged in the Released PAGA Claims; as well as claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside the PAGA Period.

2. **Plaintiff.** Upon the occurrence of the Effective Date and contingent on full funding of the Gross Settlement Amount by Defendant, Plaintiff generally, releases and discharges the Released Parties from any and all claims, transactions or occurrences between them that occurred at any time prior to Plaintiff's execution of this Settlement ("Plaintiff's Released Claims"). This release of Plaintiff's Released Claims releases the Released Parties from any claim that Plaintiff could maintain in any action against any Released Party that occurred at any time from the beginning of time to the execution of this Settlement. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, and workers' compensation benefits.

Plaintiff acknowledges that they may discover facts or law different from, or in addition to the facts or law that they know or believe to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

3. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the PAGA Representative Payment, Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the

provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

4. **PAGA Counsel.** Upon the occurrence of the Effective Date and contingent on full funding of the Gross Settlement Amount by Defendant, and except as otherwise provided by this Agreement and the Judgment, PAGA Counsel and any counsel associated with PAGA Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Actions.

I. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Aggrieved Employees, and Plaintiff and Aggrieved Employees will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

J. **Limitation on Public Statements About Settlement.** Plaintiff and PAGA Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, until a Motion for Approval is filed. PAGA Counsel may disclose only the names of the Parties in these Actions and the venues/case numbers of these Actions (but not any other settlement details) to prove adequacy as PAGA Counsel in other actions.

K. **Miscellaneous Terms.**

1. **No Admission of Liability or Class Certification for Other Purposes.**

a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or that they have any liability to anyone under the claims asserted in the Actions. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be construed as an admission by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved

Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks.

- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding, or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to, or offered in evidence against any of the Released Parties, in any further proceeding in the Actions, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Attorney Authorization.** PAGA Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.

4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither PAGA Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Modification of Agreement.** Except as set forth in III.J.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to PAGA Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, PAGA Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

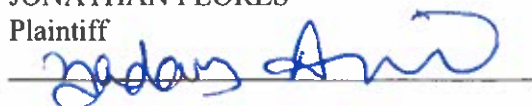
James R. Hawkins
Christina M. Lucio
James Hawkins APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: james@jameshawkinsaplc.com
christina@jameshawkinsaplc.com

To Defendant:

Damien P. DeLaney
Akerman LLP
601 West Fifth Street, Suite 300
Los Angeles, CA 90071
Tel.: (213) 688-9500
Fax: (213) 627-6342
Email: damien.delaney@akerman.com

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
15. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement.
16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Actions under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

IN WITNESS WHEREOF, the undersigned Parties and their duly authorized representatives accept and agree to the terms of the Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

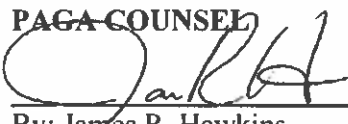

JONATHAN FLORES
Plaintiff

WEST COAST DINER MANAGEMENT, INC.
Defendant

08/04/2024

Date

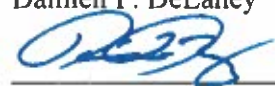
4-15-24
Date

APPROVED AS TO CONTENT AND FORM:

~~PAGA COUNSEL~~

By: James R. Hawkins
Counsel for Plaintiff

04/09/2024

Date

AKERMAN LLP
Damien P. DeLaney

By: Damien P. DeLaney
Counsel for Defendant

04/11/2024

Date

Flores - Settlement Agreement (Final)

Final Audit Report

2024-04-08

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EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JONATHAN FLORES, an individual, on
behalf of himself and in his representative
capacity as private attorney general;

Plaintiff,

vs.

WEST COAST DINER MANAGEMENT,
INC., a California corporation, DOING
BUSINESS AS DENNY'S and DOES 1-50,
inclusive,

Defendants.

CASE NO. RG20073419

**NOTICE OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT**

This is to notify you that you have been designated to receive a settlement award pursuant to the California Labor Code Private Attorney General Act ("PAGA"), Labor Code § 2699, *et seq.*, in connection with your employment with West Coast Diner Management, Inc. (Doing Business as Denny's) ("Defendant"). This award arises from settlement of a lawsuit filed by plaintiff Jonathan Flores ("Plaintiff") against Defendant in Alameda Superior Court, entitled *Flores v. West Coast Diner, Inc.*, Case No. RG20073419.

In the lawsuit, Plaintiff alleged that Defendants violated California labor laws by failing to provide non-exempt employees reimbursement for business expenses (the "Complaint"). Plaintiff sought civil penalties under PAGA on behalf of all persons employed by Defendant as non-exempt employees in California ("Aggrieved Employees") from any time between September 4, 2020, to the granting of PAGA approval settlement ~~to~~ **XXXXXX** (the "PAGA Period").- Defendant denies any wrongdoing and denies all liability in the action but has agreed to settle the matter to avoid the expense and disruption of further litigation.

Enclosed please find a check in the amount of \$, which may be cashed until 180 calendar days from date of mailing. Funds attributable to any uncashed check will be sent to the Unclaimed Property Fund of the California State Controller's office. The amount of your settlement check is based on the number of pay periods you worked for Defendant in California during the PAGA Period. The amount represents penalties and will be reported on an IRS Form 1099 issued to you by the Settlement Administrator in 2024. If you have any questions regarding tax reporting or payment, you should contact a tax professional.

Under the terms of the Court-approved settlement, you have released Defendant of any and all claims under PAGA arising from the same facts and/or claims alleged in the complaint as well as those included in all of Plaintiff's letters to the California Labor & Workforce Development Agency, including but not limited to claims under California Labor Code section 2802, and also includes claims that were pled or that could have been pled based on the facts alleged in the Complaint during the PAGA Period.

If you have any questions regarding this award or the case, you may contact the settlement administrator identified below.

XXXXXXX
XXXXXXX
XXXXXXX

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

EXHIBIT 2

EXHIBIT 3

James R. Hawkins, Esq. (SBN 192925)
Christina M. Lucio, Esq. (SBN 253677)

JAMES HAWKINS APLC

9880 Research Drive, Suite 200

Irvine, CA 92618

Phone: (949) 387-7200

Fax: (949) 387-6676

James@jameshawkinsaplc.com

Christina@jameshawkinsaplc.com

Attorneys for Plaintiff JONATHAN FLORES

on behalf of himself and in his representative capacity as private attorney general

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

JONATHAN FLORES, an individual, on
behalf of himself and in his representative
capacity as private attorney general;

Plaintiffs,

v.

WEST COAST DINER MANAGEMENT,
INC., a California corporation, DOING
BUSINESS AS DENNY'S and DOES 1-50,
inclusive,

Defendants.

Case No. RG20073419

Assigned to: Hon. Julia Spain

Dept.: 520

**DECLARATION OF PLAINTIFF
JONATHAN FLORES IN SUPPORT OF HIS
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

Date:

Time:

Complaint Filed: September 4, 2020

FAC Filed: November 23, 2020

Trial: Not Set

DECLARATION OF JONATHAN FLORES

I, Jonathan Flores, declare as follows:

1. I am the named Plaintiff in this action and commenced this action against my former employer. I have personal knowledge of all the facts in this declaration and, if asked, I would testify to these facts under oath in court.

2. I worked as a non-exempt employee for Defendant West Coast Diner Management, Inc. DBA Denny's ("Defendant") at its restaurant in Salinas, California from approximately August 2017 to September 2019. Throughout the entirety of my employment, Defendant paid me on an hourly basis. From approximately August 2017 to July 2018, I worked as server, and from approximately July 2018 to September 2019 I worked as a manager.

3. I decided to file this lawsuit because I had a number of grievances against Defendant stemming from their labor policies. These grievances are set forth in detail in the operative Complaint and my letter to California Labor and Workforce Development Agency ("LWDA").

4. Prior to filing the action, my attorneys and their staff and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendant. Without waiving any privilege, during those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff. After meeting with my attorneys about these issues, I decided to proceed with a lawsuit against my former employer.

5. I understand that I filed this lawsuit against my former employer on behalf of the state of California to obtain penalties for Defendant's violations.

6. I searched for and provided documents relating to my employment to my counsel and provided information regarding my experiences while working for Defendant. I also worked with my counsel to identify witnesses and plan the investigation of the claims as the case moved forward.

7. I am not disclosing the specifics of my communications with my attorneys to avoid waiving any attorney-client privilege.

8. My attorneys provided me with a draft of the Complaint and letter to the State for my review. I closely reviewed the Complaint to ensure accuracy and completeness and discussed the contents

1 with my attorneys.

2 9. Following the filing of the Complaint initially, I collaborated with my attorneys on the
3 prosecution of my claims, and I regularly contacted my attorneys to stay current on the status of the
4 litigation, and to discuss my attorneys' progress in prosecuting the claims.

5 10. I have worked to the best of my ability to prosecute this action on behalf of the State
6 (LWDA), always considering the interests of the LWDA just as I would consider my own interests. I
7 believe these types of actions are an important tool to ensure compliance with the Labor Codes and protect
8 the rights of workers.

9 11. When I agreed to represent the State (LWDA), I understood it was my duty to be readily
10 available and to participate actively in the case. I knew that I needed to keep aware of the status and
11 progress of the lawsuit and assist my attorneys in litigating the case on behalf of the State and the
12 Aggrieved Group. I knew that I would be required to review documents, search for documents and
13 produce them to my attorneys, answer written questions, potentially answer oral questions and testify
14 truthfully under oath, and be available to appear in court, if necessary. At all times, I have worked to
15 fulfill these duties.

16 12. I also understood the risks I could face due to my involvement as a named plaintiff. I
17 understood that I could be held responsible for the payment of Defendant's court-awarded litigation costs
18 and potentially attorneys' fees if I did not prevail in litigation. Therefore, I realized that I was taking a
19 significant amount of risk in filing the representative action.

20 13. I also knew my name could easily be located on a search of court records and that any
21 prospective employer may find out that I had sued my former employer. I understand that my
22 participating in this lawsuit could inhibit my ability to seek gainful employment in the future.

23 14. Even though I knew I was taking risks, I knew I had to do what I believed was right and
24 pursue claims on behalf of other employees to vindicate their rights and attempt to recover penalties for
25 Defendant's violations.

26 15. I spent a substantial amount of time and effort pursuing my claims and the claims of the
27 other similarly situated employees from the time I retained my attorneys to this date. I have kept aware
28 of the status of the lawsuit and provided my attorneys with documents and information used by them in

1 the litigation.

2 16. During the litigation I spent considerable time on telephone calls discussing the facts of
3 my case with the attorneys and staff of James Hawkins APLC. I spent hours discussing the facts related
4 to my employment with Defendants, including discussing my job duties and responsibilities as a non-
5 exempt employee, my experiences, my observations, Defendant's policies and practices, the hours and
6 days I worked, and how I and the other employees were compensated. I have also worked to assist my
7 attorneys in moving the case forward. I have also reviewed certain documents produced during the
8 information exchange process in this case to assist my attorneys in prosecuting this case. I remained
9 available to my attorneys in order to assist with any questions that arose throughout the litigation process.

10 17. I also spent hours searching for and examining documents related to my employment with
11 Defendant and sending them to my attorneys, which included wage statements, personnel documents,
12 emails, text messages, and separation paperwork. I further spent several hours on telephone calls
13 discussing documents I provided to my attorneys.

14 18. I also assisted my attorneys in preparing for mediation and in ultimately achieving the
15 Settlement Agreement which I ask the Court to approve now. I remained available during the mediation
16 and answered my counsel's questions that arose during the course of the mediation.

17 19. My attorneys provided me with a copy of the proposed Settlement Agreement which I
18 reviewed carefully before signing. I have discussed the terms and any questions I had with my counsel.

19 20. I accepted the settlement only after I had spent time evaluating the proposed outcome to
20 assure that it was fair. Based on my attorneys' evaluation and recommendation, and my own review, I
21 believe the settlement is fair and reasonable in light of PAGA's policies and purposes.

22 21. In connection with the Settlement, I have agreed to give a broad release of all claims that
23 I had or might have against Defendant arising from my employment. No other Aggrieved Employee,
24 except the other plaintiff in this case, will be required to give such a release. I understand this is
25 sometimes asked of a Representative and I believe the general release has independent value. In my
26 opinion, it justifies the value of the PAGA Representative Payment. The general release requires me to
27 waive all claims that I may have arising out of my employment, which is considerably broader than the
28 claims released by the Aggrieved Employees and the State under the settlement. In addition to this

1 release, the time and service I provided to the State and the Group resulted in the parties agreeing to settle
2 the case and a positive outcome.

3 22. In summary, over the course of this litigation I have spent a significant amount of time
4 conferring and working with my attorneys on the prosecution of my claims and evaluating the settlement
5 and related documents. I estimate that I have spent approximately 45-55 hours assisting my attorneys in
6 the prosecution of this lawsuit.

7 23. I believe that I have fulfilled my responsibilities and I will continue to fulfill those
8 responsibilities to the best of my ability until the conclusion of the case.

9 24. I am requesting the Court approve a \$5,000 PAGA Representative Payment. I believe this
10 amount is reasonable for my services on behalf of the LWDA, the risks I assumed, and for the general
11 release which I am required to provide Defendant as a condition of the settlement.

12 25. As I have been since I began the action, I am committed to this case and intend to continue
13 to participate as needed until the conclusion of this matter.

14
15 I declare under penalty of perjury under the laws of the State of California that the foregoing is
16 true and correct. Executed on May 8, 2024 in Salinas, California.

17
18
19 
Jonathan Flores (May 8, 2024 10:12 PDT)

20 JONATHAN FLORES
21
22
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2024-05-08 Decl of Jonathan Flores

Final Audit Report

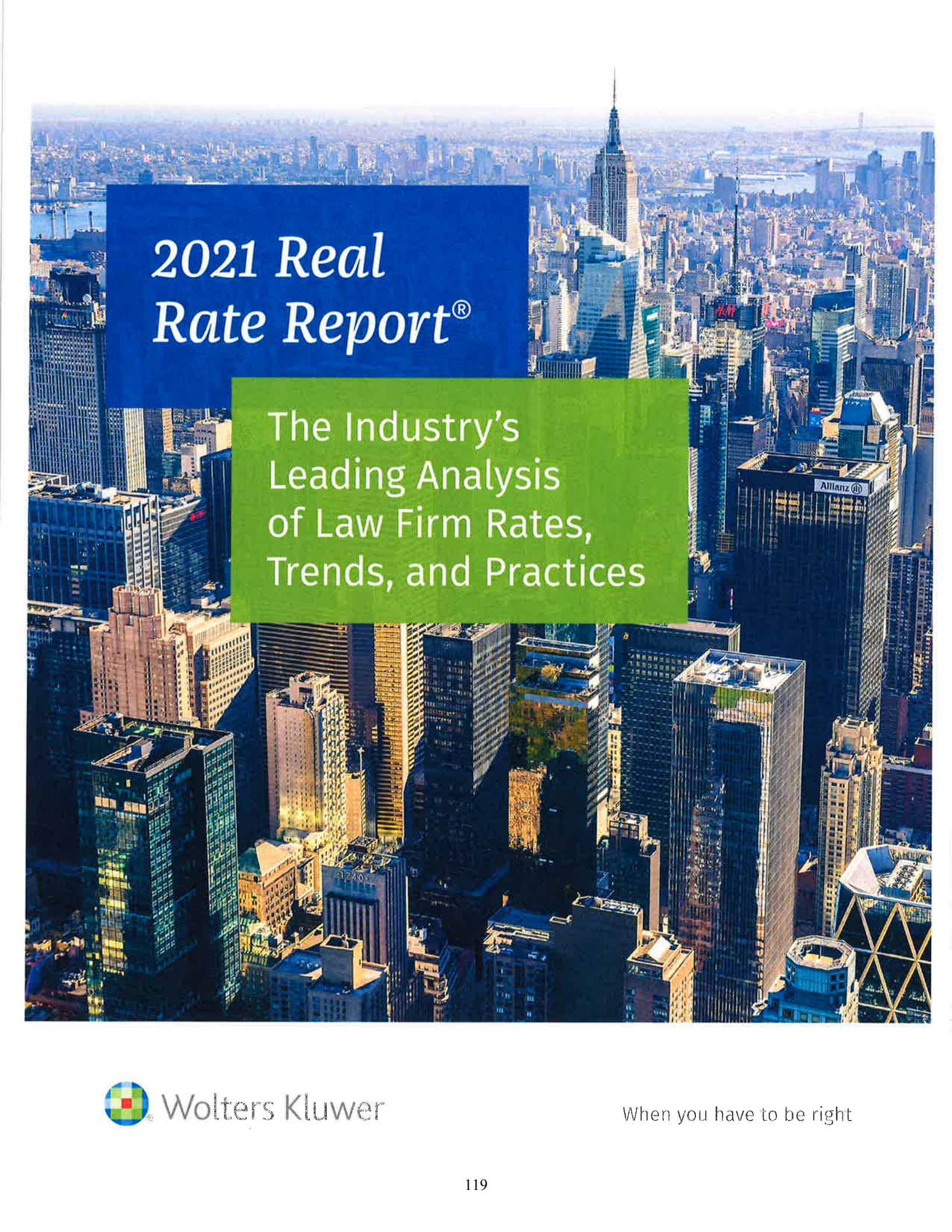
2024-05-08

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-  Agreement completed.
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EXHIBIT 4



2021 Real Rate Report®

The Industry's
Leading Analysis
of Law Firm Rates,
Trends, and Practices



Wolters Kluwer

When you have to be right



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A Letter to Our Readers

Welcome to the Wolters Kluwer's ELM Solutions Real Rate Report®, the industry's leading data-driven benchmark report for lawyer rates.

Our Real Rate Report has been a relied upon data analytics resource to the legal industry since its inception in 2010 and continues to evolve. The Real Rate Report is powered by Wolters Kluwer's ELM Solutions LegalVIEW® data warehouse, the world's largest source of legal performance benchmark data, which has grown to include over \$150 billion in anonymized legal data.

This year, we launched our LegalVIEW Insights Report series, which explores the emerging trends behind the overall legal spend volatility seen in corporate legal departments. The insights reports coupled with the Real Rate Report are great tools to drive actionable decisions.

The legal services industry relies on internal analytics and the use of external data resources, such as the LegalVIEW® data warehouse, to support legal management strategies. The depth and details of the data in the Real Rate Report enable you to better benchmark and make more informed investment and resourcing decisions for your organization.

As with past Real Rate Reports, all of the data analyzed are from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters to give legal departments and law firms greater ability to pinpoint areas of opportunity. We strive to make the Real Rate Report a valuable and actionable reference tool for legal departments and law firms.

As always, we welcome your comments and suggestions on what information would make this publication more valuable to you. We thank our data contributors for participating in this program. And we thank you for making Wolters Kluwer's ELM Solutions your trusted partner for legal industry domain expertise, data, and analytics and look forward to continuing to provide market-leading, expert solutions that deliver the best business outcomes for collaboration among legal departments and law firms.

Sincerely,



Barry Ader

Vice President, Product Management and Marketing
Wolters Kluwer's ELM Solutions

Report Use Considerations

2021 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

Rates increase in geographic areas with growing population

Additional analysis was performed to examine the impact of geographic location on law firm hourly rates. This report, like previous ones, shows that large, cosmopolitan legal services markets like New York City, San Francisco, and Los Angeles are associated with higher hourly rates. In addition, our analysis reveals a significant spike in hourly rates in areas of the country

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010

Report Use Considerations

that are currently experiencing high population growth. Significant average rate increases occurred from 2020 to 2021 in many areas, but especially Fresno, California (~15% average rate increase), Greenville, SC (~18%), Miami, FL (~9%), Nashville, TN (~11%), Oklahoma City (~13%), Phoenix, AZ (~10%), and Seattle, WA (~11%) -- all of which have experienced much higher than average population growth in recent years.

The correlation between hourly rates and population growth makes sense. When people and businesses move into an area, it creates a spike in demand for all sorts of goods and services, including legal services. However, it is hard for the supply of legal services to move as quickly as demand because attorneys looking to move into a new geographic area face high switching costs that most will refuse to pay unless they absolutely have to.

First, attorneys looking to take work in a new state have to get licensed there, which takes time and effort and is a distraction that can reduce their current income in the form of the number of hours they are able to bill to clients. Second, despite the rise in remote working, many attorneys looking to establish practices in a new geographic location may have to establish at least some physical presence there, find a new office, new lodging, and potentially uproot their entire family. Third, even if the switching costs of licensure, physically moving, etc. are paid, attorneys may fear yet another switching cost in the form of attrition of their existing clients from their original geographic locale, who may view them as no longer investing in their knowledge of the legal problems and legal solutions that are specific to the original locale.

³ Source: 2020 RRR. Factor order validated in multiple analyses since 2010

Section I: High-Level Data Cuts

Cities

By Matter Type

2021 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2021	2020	2019
Kansas City MO	Non-Litigation	Associate	95	\$250	\$320	\$385	\$323	\$288	\$278
		Partner	14	\$285	\$350	\$484	\$402	\$445	\$413
Las Vegas NV	Non-Litigation	Partner	19	\$250	\$300	\$445	\$375	\$421	\$480
		Associate	12	\$238	\$323	\$377	\$320	\$282	\$280
Little Rock AR	Non-Litigation	Partner	12	\$215	\$215	\$300	\$267	\$290	\$274
Los Angeles CA	Litigation	Partner	342	\$475	\$715	\$1,042	\$759	\$708	\$694
		Associate	433	\$402	\$602	\$806	\$610	\$583	\$535
Los Angeles CA	Non-Litigation	Partner	559	\$600	\$880	\$1,160	\$894	\$872	\$816
		Associate	761	\$480	\$685	\$895	\$696	\$665	\$620
Louisville KY	Litigation	Partner	18	\$265	\$356	\$405	\$344	\$353	\$338
		Associate	16	\$178	\$200	\$278	\$225	\$227	\$214
Louisville KY	Non-Litigation	Associate	12	\$208	\$215	\$249	\$224	\$230	\$197
		Partner	15	\$244	\$389	\$529	\$421	\$424	\$430
Madison WI	Non-Litigation	Partner	15	\$244	\$389	\$529	\$421	\$424	\$430
Memphis TN	Litigation	Partner	16	\$290	\$415	\$425	\$364	\$355	\$347
		Associate	20	\$298	\$340	\$369	\$345	\$346	\$334
Miami FL	Litigation	Partner	100	\$282	\$475	\$614	\$465	\$473	\$453
		Associate	100	\$282	\$475	\$614	\$465	\$473	\$453

Section I: High-Level Data Cuts

Cities

By Years of Experience

2021 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2021	2020	2019
Jackson MS	7 or More Years	22	\$55	\$55	\$183	\$124	\$125	\$183
Kansas City MO	3 to Fewer Than 7 Years	26	\$252	\$310	\$349	\$306	\$294	\$292
	7 or More Years	28	\$295	\$325	\$370	\$325	\$283	\$282
Los Angeles CA	Fewer Than 3 Years	70	\$494	\$533	\$622	\$543	\$511	\$413
	3 to Fewer Than 7 Years	128	\$533	\$709	\$821	\$673	\$582	\$510
	7 or More Years	164	\$412	\$565	\$841	\$629	\$604	\$576
Miami FL	3 to Fewer Than 7 Years	14	\$277	\$340	\$408	\$364	\$323	\$323
	7 or More Years	30	\$310	\$475	\$540	\$431	\$429	\$374
Minneapolis MN	3 to Fewer Than 7 Years	23	\$330	\$351	\$462	\$394	\$388	\$355
	7 or More Years	26	\$326	\$448	\$580	\$441	\$397	\$384
Nashville TN	7 or More Years	13	\$245	\$283	\$325	\$287	\$271	\$253
New Orleans LA	3 to Fewer Than 7 Years	13	\$235	\$238	\$280	\$251	\$260	\$248
	7 or More Years	13	\$260	\$340	\$364	\$324	\$326	\$276
New York NY	Fewer Than 3 Years	160	\$440	\$590	\$775	\$629	\$560	\$513
	3 to Fewer Than 7 Years	237	\$412	\$670	\$875	\$681	\$625	\$559

Section I: High-Level Data Cuts

Cities

By Years of Experience

2021 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2021	2020	2019
Los Angeles CA	Fewer Than 21 Years	173	\$550	\$855	\$1,065	\$815	\$724	\$703
	21 or More Years	332	\$527	\$725	\$1,145	\$844	\$818	\$758
Memphis TN	Fewer Than 21 Years	11	\$283	\$300	\$340	\$317	\$324	\$309
	21 or More Years	17	\$365	\$415	\$425	\$391	\$379	\$370
Miami FL	Fewer Than 21 Years	44	\$408	\$540	\$583	\$503	\$484	\$485
	21 or More Years	99	\$414	\$550	\$750	\$569	\$564	\$532
Milwaukee WI	Fewer Than 21 Years	14	\$306	\$358	\$433	\$373	\$355	\$323
	21 or More Years	26	\$375	\$470	\$545	\$535	\$530	\$431
Minneapolis MN	Fewer Than 21 Years	41	\$400	\$520	\$604	\$513	\$515	\$478
	21 or More Years	82	\$450	\$659	\$789	\$619	\$591	\$579
Nashville TN	Fewer Than 21 Years	27	\$375	\$464	\$495	\$436	\$413	\$374
	21 or More Years	49	\$420	\$470	\$536	\$481	\$472	\$433
New Orleans LA	Fewer Than 21 Years	24	\$275	\$305	\$390	\$346	\$361	\$337
	21 or More Years	40	\$295	\$332	\$412	\$352	\$373	\$369
New York NY	Fewer Than 21 Years	456	\$656	\$1,044	\$1,407	\$1,033	\$987	\$938

Section I: High-Level Data Cuts

Cities

By Role

2021 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2021	2020	2019
Little Rock AR	Partner	16	\$215	\$250	\$300	\$272	\$287	\$282
Los Angeles CA	Partner	786	\$536	\$822	\$1,101	\$843	\$808	\$766
	Associate	1,110	\$450	\$653	\$860	\$664	\$636	\$587
Louisville KY	Partner	25	\$278	\$355	\$400	\$348	\$363	\$348
	Associate	25	\$180	\$210	\$264	\$224	\$228	\$210
Madison WI	Partner	15	\$241	\$389	\$536	\$419	\$435	\$440
Memphis TN	Partner	30	\$290	\$351	\$415	\$354	\$351	\$342
Miami FL	Partner	226	\$360	\$530	\$675	\$525	\$524	\$516
	Associate	149	\$265	\$361	\$475	\$375	\$381	\$365
Milwaukee WI	Partner	52	\$316	\$390	\$476	\$452	\$450	\$387
	Associate	36	\$270	\$305	\$358	\$316	\$305	\$269
Minneapolis MN	Partner	175	\$419	\$595	\$711	\$578	\$544	\$531
	Associate	137	\$295	\$406	\$521	\$405	\$377	\$376
Nashville TN	Partner	108	\$375	\$468	\$535	\$463	\$457	\$414
	Associate	73	\$252	\$311	\$338	\$305	\$283	\$257

EXHIBIT 5

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT 6

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 03/28/2024
Client: WESTCOAST012 - Jonathan Flores
Matter: WESTCOAST002 - West Coast Diner-PAGA- dba Denny's – Jonathan Flores

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
09/03/2020	FST	First Legal Network Complaint Civil Case Cover Sheet Summons IN#30139041	\$1,683.55		Unbilled				
10/16/2020	FST	First Legal Network - Notice of Acknowledgement (e-filed) IN#30141510	\$90.50		Unbilled				
11/04/2020	FST	First Legal Network Notice of Assignemnt and Hearing, Notice of CMC Order, FAC IN#30143879	\$274.55		Unbilled				
11/20/2020	FST	First Legal Network - Filing First Amended Complaint IN#30146136	\$89.65		Unbilled				
01/05/2021	FST	First Legal Network - Filing, CMC, IN#30149229	\$89.65		Unbilled				
02/16/2021	FST	First Legal Network - PDF Courtesy, plaintiff opp, Filing, Plf's case management statement IN#30151807	\$133.90		Unbilled				
03/04/2021	CRT	Court Documents- Orders	\$7.00		Unbilled				
03/15/2021	CRT	Court Documents - 02.26.2021 Order	\$5.00		Unbilled				
03/24/2021	FST	First Legal Network - Filing, P's notice of appeal IN#30157230	\$199.65		Unbilled				
04/02/2021	FST	First Legal Network - Filing, appellant's notice designating reco , IN#30159758	\$89.65		Unbilled				
04/14/2021	FF	Filing Fee- Appellate Court Filing Fee- #A162398 - Payment ID 499259A2-068D-491B-8636-6D66DDFC85A4	\$805.75		Unbilled				
06/02/2021	TRN	Transcript- Clerk of the Superior Court Appeal Transcripts CK#9268	\$310.00		Unbilled				
02/14/2023	FST	First Legal Network - E-Filing - Case Management Statement IN# 30227367	\$42.70		Unbilled				
03/28/2024	FIL	Filing Fee- Esitmated amount till Case Completion	\$370.00		Unbilled				
		Total:	\$4,191.55	\$0.00					
		Balance:	\$4,191.55						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$4,191.55						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

Matter Billing Detail

Report Date: 2/23/2024
Report Time: 4:03PM
Page: 1 of 3
User ID: Gutierrez

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 02/23/2024
Client: WESTCOAST012 - Jonathan Flores
Matter: JRH 3666 - West Coast Diner Management dba Denny's – Jonathan Flores

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
06/29/2020	FIL	Filing Fee LWDA CK#8714	\$75.00		Unbilled				
06/29/2020	POS	Postage- Certified Mail for 1 Agent	\$8.99		Unbilled				
06/29/2020	FST	First Legal Network- FILED- Complaint, Summons, Civil Cover Sheet, Addendum IN#30131279	\$107.85		Unbilled				
06/30/2020	FST	First Legal Network- ADD BILLING- complaint; summons; civil cover sheet; addendum; SERVED- complaint; summons; civil cover sheet; addendum; IN#30133807	\$2,025.16		Unbilled				
08/04/2020	FST	First Legal Network - Filed, Proof of Service, IN#30136335	\$89.65		Unbilled				
09/17/2020	FST	First Legal Network- Notice of Order IN#30139041	\$89.65		Unbilled				
10/19/2020	FST	First Legal Network Request to Cont CMC, Plf Initial CMC IN#30143879	\$201.30		Unbilled				
01/12/2021	FST	First Legal Network - Filing, Plf opp IN#30149229	\$95.25		Unbilled				
03/08/2021	FST	First Legal Network - Filing, Plaintiff's CMC statement IN#30157230	\$89.65		Unbilled				
03/09/2021	FST	First Legal Network - Filing, joint case management conf statement, E-SERVICE, joint case mangement conference st IN#30154513	\$94.45		Unbilled				
07/06/2021	FST	First Legal Network- FILED- Joint Case Management Conference Statement IN#30166121	\$130.90		Unbilled				
08/24/2021	FST	First Legal Network - Filing, joint CMC statement IN#30172635	\$89.65		Unbilled				
10/12/2021	EXA	Expert Analysis - IN#751950 CK#9533	\$1,422.00		Unbilled				
12/15/2021	EXA	Expert Analysis CK#9667 IN#753703	\$2,133.00		Unbilled				
12/16/2021	FST	First Legal Network - Filing branch PDF same day , Plt's opp to Def's MTC arbitration , E-Filing, plaintiff Jonathan Flores Evidentia IN#30182125	\$196.05		Unbilled				
12/16/2021	FED	FED EX - west coast diner PLF Opp MTC	\$25.06		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
01/12/2022	FST	First Legal Network - E-Filing, ntc of order denying defendants, case management statement , IN#30185317	\$80.90		Unbilled				
01/20/2022	CRT	Court Documents - 01.04.22 Case Management Order; Minute Order; Order re Hearing on MTC Arb	\$11.00		Unbilled				
04/15/2022	FST	First Legal Network - E- Filing - Parties Joint Stipulation IN# 30195930	\$62.45		Unbilled				
08/02/2022	FST	First Legal Network- E-Filing: CM Stmt IN#30209403	\$40.45		Unbilled				
11/04/2022	CRT	Court Documents - 8.9.22 Min Order and Order	\$2.00		Unbilled				
11/28/2022	FST	First Legal Network - E-Filing - Compendium of evidence in support, Supplement to Plaintiffs Compendium IN# 30219274	\$217.40		Unbilled				
12/02/2022	TRN	Transcript - IN#97113 CK#10432	\$1,650.52		Unbilled				
02/24/2023	MED	Mediation Services 02.24.23 JAMS CK#10657	\$7,975.00		Unbilled				
03/07/2023	FST	First Legal Network - E-Filing - Case Management Statement (2) IN# 30230586	\$85.40		Unbilled				
04/07/2023	FST	First Legal Network - E-Filing - Notice of Errata to Complete the Or IN# 30233810	\$42.70		Unbilled				
06/01/2023	FST	First Legal Network - E-Filing - Joint Status Conference Statement, Case management Statement IN# 30240914	\$78.45		Unbilled				
07/13/2023	FST	First Legal Network - E-Filing - CM Statement IN# 30244254	\$42.70		Unbilled				
08/23/2023	FST	First Legal Network - E-Filing - Case Management Statement In# 30248438	\$117.20		Unbilled				
Total:			\$17,279.78	\$0.00					
Balance:			\$17,279.78						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$17,279.78						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						