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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SACRAMENTO

13 ALLANTE MILTON and RICK LEWIS,
individually and on behalf of all others
14 similarly situated,

15 Plaintiffs,

16 v.

17 CAPITOL GUEST SERVICES, LLC, a
California limited liability company; and
18 DOES 1 through 50, inclusive,

19 Defendants.
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CASE NO. 34-2020-00287884

**DECLARATION OF DENNIS S. HYUN IN
SUPPORT OF PLAINTIFFS' MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT**

Date: May 6, 2021
Time: 9:00 a.m.
Department: 54

1 I, Dennis S. Hyun, hereby declare and state as follows:

2 1. I am an attorney at law duly admitted to practice before all courts in the State of
3 California and am a member of the law firm of the Hyun Legal, APC, one of the attorneys of
4 record for Plaintiffs Allante Milton and Rick Lewis (collectively, "Plaintiffs"), ("Plaintiff"), in the
5 above-entitled action.

6 2. I have personal knowledge of the matters set forth herein, and if called upon as a
7 witness to testify thereto, I could and would competently do so.

8 3. I am one of the primary attorneys on this matter. My qualifications are as follows:
9 I received my JD from Loyola Law School in 2002. I was named to the Dean's Honor List from
10 2000-2002. During law school, I was a Senior Research Editor for Loyola International &
11 Comparative Law Review. I was also a research assistant for Professor Levenson, an extern at
12 the U.S. District Court for the Honorable Audrey B. Collins, and a clerk at the U.S. Attorney's
13 Office, Criminal Division. I also served as a summer law clerk at the white-collar criminal
14 defense firm, Lightfoot, Vandavelde, *et al.*, which became part of Crowell & Moring LLP. Upon
15 graduation from law school, I served as a research attorney in the Los Angeles County Superior
16 Court for the Hon. J. Stephen Czuleger, the Hon. Owen Lee Kwong, the Hon. Laurie D. Zelon,
17 and the Hon. Joanne B. O'Donnell. After my clerkship ended, I practiced as a labor and
18 employment associate for the next 8 years, including most recently as a senior associate at
19 Seyfarth Shaw LLP, one of the most prestigious labor and employment law firms in the country,
20 as well as DLA Piper LLP (US), the largest law firm in the world, and Morgan, Lewis & Bockius
21 LLP. I am currently a shareholder in the law firm Hyun Legal, APC.

22 4. My primary practice has been employment law throughout my entire private
23 career. I have handled a number of wage and hour matters including class actions and individual
24 actions, on behalf of plaintiffs and defendants. I have a practice that encompasses cases in the
25 Orange County Superior Courts, the Los Angeles County Superior Courts, the San Diego County
26 Superior Courts, the United States District Courts for the Southern, Central, Northern and Eastern
27 Districts of California, the California Court of Appeal, and the Ninth Circuit.

1 5. I have served as Class Defense Counsel in a number of wage and hour class
2 actions, including but not limited to: *Bradley v. Networkers Int'l, LLC*, 211 Cal. App. 4th
3 1129 (2012); *Chiu v. Citrix Systems, Inc.*, C.D. Cal. Case No. SACV11-01121 DOC (RNBx);
4 *Hodge v. Aon Insurance*, Los Angeles Sup. Ct. Case No. BC 265725; *Hoyng v. Aon Insurance*,
5 Los Angeles Sup. Ct. Case No. BC 377184; *Jimenez v. Allstate Ins. Co.*, C.D. Cal. Case No.
6 CV10-08486 JAK (FFMx); *Marino v. BP West Coast Products*, Los Angeles Sup. Ct. Case No.
7 BC 357987; *McEntee v. Ryland Homes*, Los Angeles Sup. Ct. Case No. BC 390868; *McKinstry v.*
8 *Accenture*, C.D. Cal. Case No. SACV11-1335 DOC (ANx); *Munoz v. Decron Properties*, Los
9 Angeles Sup. Ct. Case No. BC387644; and *Rodriguez v. BP West Coast Products*, Los Angeles
10 Sup. Ct. Case No. BC 350736. As defense counsel, I have taken over 50 class member and
11 individual/representative plaintiff depositions. I have drafted class certification and
12 decertification papers, including in *Bradley*, which was initially affirmed by the Court of Appeal,
13 but reversed pursuant to *Brinker v. Superior Court*, 53 Cal. 4th 1003 (2012).

14 6. Currently, I am and/or was lead plaintiff's counsel in the following wage and hour
15 class or representative actions: *Asad v. Chevron Stations, Inc.*, Los Angeles Sup. Ct. Case No.
16 BC470198; *Barrera v. Home Depot (USA), Inc.*, N.D. Cal. Case No.: C 12 5199 LHK (HRL);
17 *Bararsani v. Coldwell Banker*, Los Angeles Sup. Ct. Case No. BC495767; *Barreras v. Michaels*
18 *Stores, Inc.*, N.D. Cal. Case No. C12-04474 PJH; *Brown v. CVS Pharmacy, Inc.*, C.D. Cal. Case
19 No. 2:15-cv-07631-PSG-PJW; *Chatman v. RMI Int'l, Inc.*, Los Angeles Sup. Ct. Case No. BC
20 495755; *Chavez v. Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-NC; *Dynabursky v.*
21 *AlliedBarton, LLC, et al.*, C.D. Cal. Case No. 8:12-cv-02210-JLS-RNB; *Gonzales v. Wells Fargo*
22 *Bank, N.A.*, Los Angeles Sup. Ct. Case No. BC502826; *Lao v. H&M Hennes & Mauritz*, N.D.
23 Cal. Case No. 5:16-cv-333 EJD; *Lee v. The Pep Boys Manny Moe & Jack of California*, Los
24 Angeles Sup. Ct. Case No. BC 496075; *Magadia v. Wal-Mart Assocs.*, N.D. Cal. Case No. 5:17-
25 cv-00062-LHK; *Naranjo v. Bank of America, N.A.*, N.D. Cal. Case No. C 14-02748 LHK;
26 *Ortegon-Ramirez v. Cedar Fair*, Santa Clara Sup. Ct. Case No. 1-13-CV-254098; *Pace v.*
27 *PetSmart, Inc.*, C.D. Cal. Case No. SACV13-500 DOC; *Rodriguez v. NIKE Retail Services, Inc.*,
28 N.D. Cal. Case No. 5:14-CV-1508 BLF; *Stafford v. Brink's, Incorporated*, Case No. CV 14-

1 01352 MWF (PLAx) and *Vass v. Gardner Trucking*, San Joaquin Sup. Ct. Case No. 39-2013-
2 294819-CU-OE-STK. Additionally, in *Chavez*, Case No. 15-cv-03746-NC, *Dynabursky* Case No.
3 8:12-cv-02210-JLS-RNB, *Pace*, Case No. SACV13-500 DOC, *Rodriguez*, Case No. 5:14-CV-
4 1508 BLF, *Stafford*, Case No. 14-01352 MWF (PLAx), *Gonzales*, Los Angeles Sup. Ct. Case No.
5 BC502826, and *Magadia*, Case No. 5:17-cv-00062-LHK, I was certified as class counsel
6 pursuant to the plaintiff's motion for class certification. Further, in *Stafford* and *Magadia*, we
7 tried these certified class claims via bench trial and prevailed. In *Magadia*, we obtained a \$102
8 million judgment for the class against Walmart. Moreover, I have been approved as class counsel
9 in connection with numerous class settlements.

10 7. From the inception of the case, Plaintiff's counsel has zealously represented the
11 interests of Plaintiff and the aggrieved employees. The settlement was obtained for the benefit of
12 the aggrieved employees, as opposed to the individual Plaintiff. Based on my review of all the
13 information, and based on my experience in wage and hour litigation, I believe this settlement to
14 be fair, adequate, and reasonable.

15 8. On or about August 19, 2020, Plaintiffs sent notice to the Labor Workforce
16 Development Agency (the "LWDA") of the violations of Labor Code § 226(a). Defendant
17 denies, and continue to denies, these allegations and any other contention that Defendant engaged
18 in any misconduct, wrongdoing, or actionable conduct of any kind, including, but not limited to,
19 any violation of the California Labor Code.

20 9. On October 23, 2020, Plaintiff filed this action initially as a class and PAGA
21 action. However, subsequent to filing this action, Defendant's counsel provided data showing
22 that the violation was limited to 203 wage statements and 55 employees. Therefore, Plaintiff filed
23 the operative First Amended Complaint containing a single cause of action for violation of the
24 PAGA. Through their respective legal counsel, the Parties have each independently analyzed and
25 investigated the facts and law relevant to the Lawsuit, including, but not limited to data pertaining
26 to the number of employees and wage statements allegedly affected by the PAGA claim. After
27 evaluating the strengths and weaknesses of their respective positions, considering the time,
28 expense, and risk associated with litigating the Lawsuit to judgment, and engaging in arm's

length settlement negotiations, the Parties desire, and have agreed, to fully and finally settle any and all claims in the Lawsuit. Based on the pay periods at issue, the maximum amount of potential PAGA penalties was \$50,750 (203 pay periods x \$250 per Labor Code § 226.3). Therefore, the \$35,000 settlement represents 68.9% of the total exposure, which is fair, adequate and reasonable. A true and correct copy of the Parties' Settlement Agreement and Release ("Settlement Agreement") is attached hereto as Exhibit "A."

10. My current billing rate is at \$750.00 per hour. As set forth above, courts have approved my hourly rate of \$650 since 2014. In cases approved in 2018 and 2019, the Santa Clara County Superior Court approved my hourly rate of \$750 in *Hernandez v. Wells Fargo Bank*, Santa Clara Sup. Ct. Case No. 16CV299319, and \$700 in *Huertas v. Chevron Stations*, Santa Clara Sup. Ct. Case No. 17CV309996, and *Chavez v. Hugo Boss, Inc.*, Santa Clara Sup. Ct. Case No. 18CV322644. In 2019, the Honorable David Cunningham of the Los Angeles County Superior Court approved my hourly rate of \$700 in connection with awarding attorneys' fees after we prevailed on the certified class action in *Stafford*, Case No. BC532260. Moreover, in *Brown*, C.D. Cal. Case No. 2:15-cv-07631-PSG-PJW, *Pace*, Case No. SACV13-500 DOC, *Barrera* N.D. Cal. Case No.: C 12 5199 LHK (HRL), *Naranjo*, N.D. Cal. Case No. C 14-02748 LHK, *Ortegon-Ramirez*, Case No. 1-13-CV-254098, and *Vass*, Case No. 39-2013-294819-CU-OE-STK, the Courts in those cases found my fee request as reasonable, which was supported by a lodestar based on my hourly rate of \$650. Further, Judge Gutierrez in *Brown v. CVS* noted as follows when approving my hourly rate of \$650: "[t]he Court finds that, given the type of work performed and the experience of counsel in this case, **Plaintiff's attorneys performed in the upper quartile of similarly situated attorneys**, and so are entitled to fees in the top range of that suggested by the Real Rate Report." *Brown v. CVS Pharmacy, Inc.*, No. CV15-7631 PSG (PJWX), 2017 WL 3494297, at *8 (C.D. Cal. Apr. 24, 2017) (emphasis added). I have incurred a total of 49.7 hours to date. I anticipate spending an additional 10 hours through approval and post-approval, including conferring with aggrieved employees, defense counsel and the administrator, as well as appearing on the hearing of the Motion for Approval. As such, the total

1 of my firm's attorney's fees through the approval hearing is expected to be \$44,775 (59.7 hours x
2 \$750). A true and correct copy of the breakdown of my hours is attached hereto as Exhibit "B."

3 11. I have incurred \$1,885 in costs, which consists of two Court Call appearances and
4 the filing fee for the Summons and Complaint.

5 12. On March 8, 2021, Plaintiff uploaded the instant motion, Settlement Agreement,
6 and proposed order to the LWDA's website. Attached hereto as Exhibit "C" is a true and correct
7 copy of the LWDA confirmation.

8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct.

10 Executed on March 8, 2021, at Los Angeles, California.

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13 _____
14 DENNIS S. HYUN
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EXHIBIT “A”

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made and entered into by and between Allante Milton and Rick Lewis ("Plaintiffs") and Capitol Guest Services, LLC ("Defendant"). Plaintiffs and Defendant shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. Plaintiffs were formerly employed by Defendant. Both Plaintiffs' employment ended in March 2020.

B. On or about August 19, 2020, Plaintiffs transmitted a letter to the California Labor and Workforce Development Agency ("LWDA") asserting that Defendant failed to comply with the California Labor Code (the "PAGA Notice"). Plaintiffs asserted violations of California Labor Code § 226(a).

C. On October 23, 2020 Plaintiffs filed an action pending in the Superior Court of California, County of Sacramento, entitled *Allante Milton and Rick Lewis v. Capitol Guest Services, LLC*, as Case No. 34-2020-00287884 (the "Lawsuit") in which they asserted a class claim for Violation of California Labor Code § 226(a) and a claim for Violation of the California Private Attorney General Act ("PAGA") Labor Code Sections 2898, *et seq.*

D. Defendant filed an Answer to Plaintiffs' Complaint on December 7, 2020.

E. The Parties engaged in informal discovery exchange.

F. Plaintiffs defined the class to include all current and former California non-exempt employees who received a wage statement from Defendant containing payment of double time and holiday double time wages at any time during the period from April 28, 2019 through the present. Defendant represents that it issued 203 wage statements containing payment of double time and holiday double time wages to 55 employees during the class period. Plaintiffs have taken the position that this definition is also the definition they will use for "aggrieved employees" and the time period that will be quantified as the "PAGA period."

G. Plaintiffs have agreed to amend their Complaint to include only the PAGA cause of action, eliminating the class action claim.

H. The Parties will seek approval of the settlement with the Sacramento County Superior Court by means of a Motion for Approval of PAGA Settlement (the "Motion").

I. By this Agreement, the Parties have settled, fully and finally, all claims that Plaintiffs and the Aggrieved Employees they represent asserted in the Complaint that accrued during the PAGA Period, described more fully below (referred to herein as the "Representative PAGA Claims").

NOW, THEREFORE, in consideration of the terms, conditions, and promises set forth herein, the Parties agree as follows:

TERMS AND SETTLEMENT

1. No Admission of Liability.

This Agreement memorializes the compromise of disputed claims. The Parties acknowledge that the execution of this Agreement and the payment of consideration or any other obligation hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Defendant, or any other person or business entity. Defendant denies all allegations of wrongdoing arising out of the employment relationship between the Parties including the Aggrieved Employees. The Parties intend to settle, by this Agreement, merely to avoid the expense, delay, uncertainty, and burden of continued litigation.

2. Consideration by Defendants.

In exchange for a full and complete settlement and in release and discharge of any and all claims, and causes of action, including those contained in the Complaint with respect to Plaintiffs and the Aggrieved Employees, including claims for attorneys' fees and costs, that Plaintiffs may have, or have ever had, against Defendant, Defendant will pay the gross amount of Thirty-Five Thousand Dollars (\$35,000) (the "PAGA Settlement Amount"). Upon the Court's entry of its order approving this PAGA settlement (the "Effective Date"), Defendant shall wire the PAGA Settlement Amount to the Settlement Administrator pursuant to the timing listed below in paragraph 3. Upon the Settlement Administrator's receipt of the funds and Court approval, the Settlement Administrator will then disburse payment pursuant to the timing listed below in paragraph 3, and according to the terms of this Agreement as follows:

2.1 One check payable to Plaintiff Allante Milton in the gross amount of Two Thousand Five Hundred Dollars (\$2,500). The Parties intend this amount to represent compensation for Plaintiff Milton as the PAGA representative on behalf of the Aggrieved Employees. The Settlement Administrator will issue an IRS form 1099 to Plaintiff Milton regarding this payment for civil penalties.

2.2 One check payable to Plaintiff Rick Lewis in the gross amount of Two Thousand Five Hundred Dollars (\$2,500). The Parties intend this amount to represent compensation for Plaintiff Lewis as the PAGA representative on behalf of the Aggrieved Employees. The Settlement Administrator will issue an IRS form 1099 to Plaintiff Lewis regarding this payment for civil penalties.

2.3 Thirty-three and 1/3 percent (33.33%) of the PAGA Settlement Amount for attorneys' fees to Plaintiffs' counsel, or Eleven Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$11,666.66) and up to Five Thousand Five Hundred Dollars (\$5,000) for Plaintiffs' counsel's costs. The Settlement Administrator shall issue appropriate IRS form 1099s to Plaintiffs' counsel.

2.4 One Thousand One Hundred and Fifty Dollars (\$1,150) shall be paid to the Settlement Administrator, Phoenix Settlement Administrators, from the PAGA Settlement Amount.

2.5 The remaining balance after deducting the amount being paid to Plaintiffs, attorneys' fees and costs, and the Settlement Administrator's Fees is approximately Twelve Thousand One Hundred and Eighty-Three Dollars and Thirty-Three Cents (\$12,183.33) (the "Net Settlement Amount"). For purposes of computing taxes, One Hundred Percent (100%) of the Net Settlement Amount shall be classified as civil penalties ("Civil Penalty Allocation"), unless otherwise required by law, and shall be distributed as follows:

a. Seventy-Five Percent (75%) of the Civil Penalty Allocation, or Nine Thousand One Hundred and Thirty-Seven Dollars and Fifty Cents (\$9,137.50) shall be paid to the LWDA, which represents civil penalties payable to the LWDA under the PAGA, Labor code section 2698, *et seq.*

b. Twenty Five Percent (25%) of the Civil Penalty Allocation, or Three Thousand and Forty-Five Dollars and Eighty-Three Cents (\$3,045.83) (the "Aggrieved Employee Amount") shall be paid to the Aggrieved Employees, which represents civil penalties payable to the Aggrieved Employees as compensation for disputed civil penalties that are allegedly owed on the Representative PAGA Claims during the PAGA Period to all alleged Aggrieved Employees described in the Lawsuit, to be distributed by a Settlement Administrator agreed upon by the Parties pursuant to the formula set out in paragraph 2.6 below.

2.6 The formula for distribution of the amount described in Section 2.5(b) is as follows: Each Aggrieved Employee shall be allocated a proportionate share of the Aggrieved Employee Amount based on the number of wage statements containing payment of double time and holiday double time wages each Aggrieved Employee received during the PAGA Period. Defendant shall provide data to the Settlement Administrator establishing the number of wage statements containing payment of double time and holiday double time wages each Aggrieved Employee received during the PAGA Period. The pro rata portion of the Aggrieved Employee Amount shall be determined by dividing the total number of wage statements issued during the PAGA Period containing payment of double time and holiday double time wages into the Aggrieved Employee Amount to arrive at a value per wage statement for each Aggrieved Employee. The value per wage statement shall be multiplied by the number of wage statements containing payment of double time and holiday double time wages issued to each Aggrieved Employee during the PAGA Period to calculate each Aggrieved Employee's pro rata share of the Aggrieved Employee Amount. This figure will be known as the "Aggrieved Employee Settlement Award" (defined herein as "the amount of money allocated to each Aggrieved Employee").

3. PAGA Settlement Administration.

The Parties have agreed to select Phoenix Settlement Administrators as the Settlement Administrator to administer the Settlement. All of the Settlement Administrator's costs and fees shall be paid from the PAGA Settlement Amount.

3.1 Within fifteen (15) calendar days after the Entry of Order Approving PAGA Settlement, Defendant shall provide to the Settlement Administrator a spreadsheet, in a searchable electronic format, containing the following for each individual falling within the definition of Aggrieved Employee for the entire Settlement Period: (i) each Aggrieved

Employee's name, (ii) last known address, (iii) last known telephone number (if available), (iv) Social Security number, and (v) the number of Wage Statements containing payment of double time and holiday double time wages received during the PAGA Period (the "Aggrieved Employee List"). The Aggrieved Employee List shall be held as private and confidential information, and shall not be shared with Plaintiffs' counsel or any third party by the Settlement Administrator without the express written consent of Defendant's counsel of record and/or court order.

3.2 Within fifteen (15) calendar days after the Entry of Order Approving PAGA Settlement, Defendant shall transfer the PAGA Settlement Amount to the Settlement Administrator to affect disbursement of the PAGA Settlement Amount.

3.3 Within fourteen (14) calendar days of transfer of the PAGA Settlement Amount, the Settlement Administrator shall distribute such funds under the allocation plan set forth in Section 2 above. All Settlement checks sent to the Aggrieved Employees shall be accompanied with a Notice, attached hereto as Exhibit A, which shall provide a brief description of the Lawsuit and this Settlement.

3.4 As the Representative PAGA Claims are not a class action, the Parties agree that California Code of Civil Procedure § 384 shall not be applicable. Any checks uncashed after 6 months will sent to the Labor and Workforce Development Agency.

3.5 Within twenty (20) calendar days of distributing the PAGA Settlement Amount, the Settlement Administrator shall provide to the Parties, for filing with the Court, a declaration verifying, under oath, that the Settlement Administrator has affected disbursement of the PAGA Settlement Amount pursuant to the terms of this Agreement. Defendant agrees to file the Settlement Administrator's declaration with the Court.

3.6 All notices, requests, demands and other communications required or permitted to be given pursuant to this Settlement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class mail, to counsel of record at their respective addresses.

4. Judgment.

As part of the Motion, Plaintiffs' Counsel shall petition the Court to enter an Order Approving Settlement and entering judgment thereon. The Parties shall also jointly request and reserve the Court's continuing jurisdiction over the construction, interpretation, implementation, and enforcement of this Settlement in accordance with its terms, and over the administration and distribution of the settlement proceeds pursuant to California Code of Civil Procedure § 664.6.

5. Taxes.

Plaintiffs understand and acknowledge that Defendant will not deduct any taxes or other withholdings from the Consideration described in Section 2.1 above and that they are fully responsible for all taxes, if any, to the Internal Revenue Service, California Franchise Tax Board, or other taxing authorities, pertaining to any payments received under this Agreement. Candia will receive an IRS Form 1099 for said sums. Plaintiffs and each Aggrieved Employee bear full

responsibility for the payment of any taxes or withholdings arising from the Aggrieved Employee Settlement Awards or enhancement payments paid to them. Neither Plaintiffs' Counsel nor counsel for Defendant intend anything contained herein to constitute advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. The tax issues for each Aggrieved Employee are unique, and each Aggrieved Employee is advised to obtain tax advice from his or her own advisor with respect to any payments resulting from this Settlement. Plaintiffs and each Aggrieved Employee shall indemnify and hold Defendant harmless for any tax liability, including penalties and interest, which may be assessed against Defendant and/or Plaintiffs/Aggrieved Employees for failure to withhold taxes and/or make any other deductions from the Payment.

6. Release by Plaintiffs on Behalf of the LWDA.

Upon the approval by the Court of this Agreement, Plaintiffs, individually and as the representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Action, agrees to release Defendant, its joint employers, affiliates, subsidiaries, owners, members, partners, officers, directors, predecessors, successors, assigns, agents, shareholders, investors, insurers and legal representatives ("Released Parties") for penalties under the California Private Attorneys' General Act predicated on the violation of Labor Code § 226(a) based on the facts as alleged in the Complaint that accrued at any time during the PAGA Period ("Released Claims"). The Parties understand and agree that none of the claims, causes of action, prayers for relief, including without limitation, prayers for attorneys' fees and/or costs, alleged in the lawsuit entitled *Anderson et al. v. Capitol Guest Services, et al.*, Sacramento County Superior Court Case No. 34-2020-00288005 (the "FEHA Lawsuit") shall be released by Plaintiffs through this Agreement.

6.1 The express purpose of this Agreement and the judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiffs, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA from asserting any of the Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiffs, the State of California or any Aggrieved Employee to bring a PAGA claim on behalf of the LWDA is completely and forever foreclosed based on the Release set forth herein for any claims that arose during the PAGA Period. Any Party to this Agreement may use the Agreement to assert that this settlement and the judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties at any time during the PAGA Period.

7. Successors.

This Agreement shall be binding upon, and inure to the benefit of, the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Released Parties, and to their heirs, representatives, executors, administrators, successors, and assignees.

8. Confidentiality.

Other than information necessary to secure Court approval of this settlement or to advise aggrieved employees or the State about the Settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. The Parties understand and agree, however, that this Agreement can be filed with the Court and uploaded to the LWDA's website in seeking approval as required by Labor Code § 2699. The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, government agencies, and accountants, or with the aggrieved employees. Plaintiffs represent and warrant that prior to signing this Agreement, they have not made any disclosures that would have been prohibited by this Agreement had they been made after the full execution of this Agreement.

In the event that Plaintiffs believes that they are legally obligated by statutory or regulatory requirements (including compulsory legal process), to make such disclosures, he shall so notify the opposing party in writing immediately, and in no event less than ten days prior to the date for disclosure. If it is not possible to do so at least 10 days in advance, Plaintiffs will notify counsel for Defendant (Katie Collins, at (916) 558-6018), within 24 hours of receiving notice that he is so obligated. If Defendant takes any action to challenge such disclosure, Plaintiffs shall defer making such disclosure until Defendant's challenge is finally resolved, unless ordered by a Court to give the information notwithstanding Defendant's challenge. In addition, Plaintiffs' counsel will not seek to legally compel such disclosures. The Parties understand that the covenant of nondisclosure contained in this Agreement is a material inducement for making this Settlement and that, for the breach thereof the Defendant will suffer irreparable harm for which damages would be an inadequate remedy.

Neither Plaintiffs, nor their attorneys, may report this settlement, even anonymously, to any jury or verdict reporting service.

9. Breach by Parties.

In addition to any other rights the Parties have or may have under this Agreement, in the event of a breach by either party of any of the terms of this Agreement, the non-breaching Party shall be entitled, if it shall so elect, to institute legal proceedings to obtain damages for any such breach, or to enforce the specific performance of this Agreement by either party and to enjoin the other party from any further violation of this Agreement and to exercise such remedies cumulatively or in conjunction with all other rights and remedies provided by law. The Parties acknowledge, however, that the remedies at law for any breach by either party may be inadequate and that the non-breaching party shall be entitled to injunctive relief against the breaching party in the event of any breach. If the non-breaching party prevails in a proceeding for damages or injunctive relief, the breaching party agrees that the non-breaching party, in addition to other relief, shall be entitled to reasonable attorney fees, costs, and the expenses of litigation incurred by the non-breaching party in securing the relief granted by the Court.

10. No Attorneys' Fees and Costs.

Except as otherwise set forth in this Agreement, the Parties agree that they shall bear their own total respective costs and fees, including attorneys' fees.

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11. Agreement is Voluntary. Plaintiffs understand and agree that they:

11.1 Have had a reasonable amount of time within which to consider the settlement terms memorialized in this Agreement before agreeing to them;

11.2 Have carefully read and fully understands all of the provisions of this Agreement;

11.3 Are, through this Agreement, releasing their Representative PAGA Claims they may have against any of the Released Parties;

11.4 Knowingly and voluntarily agree to all of the terms set forth in this Agreement;

11.5 Knowingly and voluntarily intend to be legally bound by the same; and

11.6 Was represented by and consulted an attorney prior to agreeing to the terms of this Agreement.

12. No Representations.

The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Agreement.

13. Ownership of Claims.

The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement. The Parties further agree to indemnify and hold harmless one another, and all of their present partners, officers, directors, employees against any and all claims based upon, arising out of, or in any way connected with any such actual or purported transfer or assignment.

14. Severability.

Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable.

15. Integration.

This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. Any modifications in this Agreement must be in writing and signed by the Parties.

16. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Furthermore, signatures delivered via facsimile, DocuSign, or electronic transmission shall have the same force, validity and effect as the originals thereof.

17. Interpretation.

This Agreement, and any ambiguities or uncertainties herein, shall be equally and fairly interpreted, and construed, without reference to the identity of the Party drafting this document, upon the express understanding and agreement that the Parties participated equally in the negotiation and preparation of this Agreement, or have had equal opportunity to do so. Accordingly, the Parties, and each of them, expressly waive the benefits of California Civil Code Section 1654, and any successor or amended statute.

18. Governing Law and Venue.

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, regardless of the conflicts of laws rules of any individual state. In addition, any action brought to enforce the provisions of this Agreement shall be commenced, prosecuted, and defended exclusively in the Superior Court of the State of California, County of Sacramento.

19. Captions And Headings.

The section headings, captions, and titles used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

Dated: 2/3/2021

DocuSigned by:

FD3E3801DF64A1
Plaintiff Allante Milton

Dated:

Plaintiff Rick Lewis

Capitol Guest Services, LLC

Dated:

By:
Its:

Furthermore, signatures delivered via facsimile, DocuSign, or electronic transmission shall have the same force, validity and effect as the originals thereof.

17. Interpretation.

This Agreement, and any ambiguities or uncertainties herein, shall be equally and fairly interpreted, and construed, without reference to the identity of the Party drafting this document, upon the express understanding and agreement that the Parties participated equally in the negotiation and preparation of this Agreement, or have had equal opportunity to do so. Accordingly, the Parties, and each of them, expressly waive the benefits of California Civil Code Section 1654, and any successor or amended statute.

18. Governing Law and Venue.

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, regardless of the conflicts of laws rules of any individual state. In addition, any action brought to enforce the provisions of this Agreement shall be commenced, prosecuted, and defended exclusively in the Superior Court of the State of California, County of Sacramento.

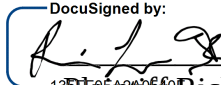
19. Captions And Headings.

The section headings, captions, and titles used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

Dated:

Plaintiff Allante Milton

Dated: 2/3/2021

DocuSigned by:


Plaintiff Rick Lewis

Capitol Guest Services, LLC

Dated:

By:
Its:

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The section headings, captions, and titles used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

Dated:

Plaintiff Allante Milton

Dated:

Plaintiff Rick Lewis

Capitol Guest Services, LLC

Dated: Feb, 8th 2021

Wallace Morris
By:
Its: OWNER

EXHIBIT “A”

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

ALLANTE MILTON and RICK LEWIS, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

CAPITOL GUEST SERVICES, LLC, a California
limited liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 34-2020-00287884

**NOTICE OF PRIVATE ATTORNEY GENERAL
ACT (CALIFORNIA LABOR CODE § 2698 ET
SEQ.) SETTLEMENT AWARD**

Notice is hereby given that a Private Attorneys General Act ("PAGA") settlement award, pursuant to California Labor Code § 2698 *et seq.*, has been approved by the Court, in connection with your employment with Defendant Capitol Guest Service, LLC ("Defendant"), in the lawsuit filed by Plaintiffs Allante Milton and Rick Lewis (collectively, "Plaintiffs") against Defendant in the Sacramento County Superior Court, entitled *Milton, et al. v. Capitol Guest Services, LLC, et al.*, Case No. 34-2020-00287884 (the "Lawsuit").

A. PURPOSE OF THIS NOTICE

This Notice is being sent to you because you have been identified as all current and former California non-exempt employees who received a wage statement from Defendant containing payment of double time and holiday double time wages at any time during the period from April 28, 2019 through [INSERT DATE OF APPROVAL] ("Aggrieved Employee") who is entitled to your portion of this PAGA settlement award. Receipt of this Notice means that you are entitled to your share in the proceeds from the PAGA settlement award. Your share of the PAGA award proceeds is enclosed herewith.

B. DESCRIPTION OF THE LAWSUIT AND SETTLEMENT

On or about August 19, 2020, Plaintiffs sent notice to the Labor Workforce Development Agency (the "LWDA") of the violations of Labor Code § 226(a). On October 23, 2020, Plaintiffs initially filed the lawsuit as a putative class and representative action under the PAGA. On ***, 2021, Plaintiffs filed the First Amended Complaint alleging a single cause of action for violation of the PAGA premised on Labor Code § 226(a). The Parties' counsel engaged in arms' length negotiations and reached this settlement. Specifically, the Parties agreed to a settlement of \$35,000.00 in order to resolve the PAGA claims, of which \$2,500.00 will be paid to each Plaintiff as their service awards, attorneys' fees and cost in the amount of \$11,666.67 and up to \$5,000.00, respectively, will be paid to Plaintiffs' counsel, \$1,150.00 will be paid for the costs of settlement administration. The remaining \$**** will be split between the State of California the Aggrieved Employees, with the State of California receiving 75% and the Aggrieved Employees receiving 25%, all of which are being paid as civil penalties.

Your Settlement Payment was calculated based on the number of wage statements containing payment of double time and holiday double time wages each Aggrieved Employee received during the PAGA Period. Specifically, your double time and holiday double time wage statements [INSERT NUMBER] were divided by the wage statements containing double time and holiday double time received by all Aggrieved Employees [INSERT NUMBER] and multiplied against the 25% of the Net Settlement Amount of \$****.

Through this Settlement, you will be releasing Defendant from any and all claims for penalties under the California Private Attorneys' General Act predicated on the violation of Labor Code § 226(a) based on the facts as alleged in the Complaint that accrued at any time during the PAGA Period. This release will be binding upon you whether you cash the settlement check or not.

Attorneys for the Plaintiff in this lawsuit are:

Dennis S. Hyun, Esq.
Hyun Legal, APC.
515 South Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555

If you have any questions regarding this award or this case, please contact the attorneys identified above.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT “B”

Description of Task	Time
Review and revise PAGA notice	1.5
Draft complaint	4.5
Review client documents	4.2
Draft case management conference statement	4.2
Draft stipulation to file amended complaint	2.2
Draft first amended complaint	3.6
Draft stipulation to file amended complaint	2.4
Draft first set of special interrogatories	2.5
Draft first set of requests for production of documents	5.5
Draft declaration ISO PAGA motion	2.5
Draft proposed order	2.5
Review and revise settlement agreement	5.2
Draft PAGA notice	2.5
Draft motion for approval	4.9
Communicate with client re settlement	1.5
	Total
	49.7

EXHIBIT “C”