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Class Counsel for the Certified Class and Representative PAGA Group

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – COMPLEX DIVISION**

KALKIDAN SILER, as individuals, on
behalf of themselves and others similarly
situated; (consolidated with SHANE
CASKEY),

PLAINTIFFS,

v.

JOEY RESTAURANT (LOS ANGELES)
INC.; JOEY RESTAURANT
(MANHATTAN BEACH) INC.; JOEY
RESTAURANT (WOODLAND HILLS)
INC.; JOEY RESTAURANT GROUP; and
DOES 1 thru 50, inclusive,

DEFENDANTS

CASE NO. 21STCV11098

*[Assigned for All Purposes to Hon. David
Cunningham in Dept. 11]*

**DECLARATION OF TINA MEHR IN
SUPPORT OF FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: September 26, 2023

Time: 10:00 AM

Dept.: 11

DECLARATION OF KALKIDAN SILER

I, Tina Mehr, declare as follows:

1. I am over the age of eighteen and not a party to the above-entitled action.

2. I make this Declaration in Support of Plaintiffs' Motion for Final Approval of the Class Action Settlement.

3. I have personal knowledge of the following facts and, if called upon, I could and would testify as to their accuracy.

I. CASE BACKGROUND AND PROCEDURAL HISTORY

4. My firm, Vision Legal, Inc. ("Vision Legal") initiated the first PAGA Notice Letter, including the submission of the instant claims to the California Department of Labor Standards Enforcement, Labor & Workforce Development Agency ("LWDA"), on Aug. 21, 2020.

5. I personally interviewed Plaintiff Siler, evaluated her claims and investigated them prior to researching, preparing and filing the instant Class Action Complaint, on September 27, 2022. Additionally, my firm requested and obtained Class Representative Plaintiff Siler's employment records and analyzed them, along with all documents signed by her, lengthy employee manuals and other written documents sent by JOEY Restaurants, prior to initiating any claims, including any class action claims on behalf of a class, or representative PAGA Group.

6. Vision Legal also analyzed and evaluated the data and documents provided for mediation. I participated in Plaintiffs' pre-mediation strategy conference. I met and prepared Ms. Siler for mediation. I also engaged in a full day mediation with Mark Rudy and all co-counsel on this case.

7. Vision Legal further engaged in significant research into the viable claims, regulatory landscape as pertains to tip-pooling agreements, as well as the potential defenses and in anticipation of a motion for class certification and any motions for summary judgement.

A. LITIGATION BACKGROUND

8. Plaintiffs Kalkidan Siler and Shane Caskey ("Plaintiffs" or "Class Representatives") worked for Defendants Joey Restaurant (Los Angeles) Inc.; Joey Restaurant (Manhattan Beach) Inc.; Joey Restaurant (Woodland Hills) Inc. (collectively "Defendants").

Defendants are a chain restaurant that are primarily part of the restaurant and bars industry and specialize in providing cuisine, lounging and entertainment, and central bar services, with three locations in Los Angeles, three locations in Seattle, one location in Texas, and various locations in Canada.

9. Plaintiffs allege claims related to failure to pay wages for all hours worked, failure to provide meal breaks, failure to permit rest breaks, and misappropriation of gratuities. Plaintiffs allege in the present class action lawsuit that Defendants' compensation practices violated the Unfair Competition Act and various Labor Code provisions, entitling Plaintiffs and similarly situated employees of Defendants to damages, restitution, injunctive relief, and civil penalties under the Private Attorneys General Act (PAGA).

10. Plaintiffs seek to represent a class of similarly situated non-exempt employees of Defendants from October 15, 2019, up to and including the date of March 28, 2022.

11. Defendants have denied Plaintiffs' allegations in their entirety, and further deny any wrongdoing or misconduct on their part.

12. Plaintiffs and Defendants (hereinafter the "Parties") engaged in informal discovery prior to mediation aimed at preparing a competent analysis of the case for mediation, and thoroughly investigated their respective claims and defenses, resulting in the present settlement.

13. On January 27, 2022, the Parties attended mediation with mediator Mark Rudy. With Mr. Rudy's aid, the Parties were able to reach a settlement in principal that day.

14. The settlement is a fair and reasonable result for the class. The settlement occurred as a result of extensive arm's-length negotiations by experienced counsel and involvement of a highly experienced, well-regarded class action mediator, after sufficient discovery was exchanged between the Parties.

15. The settlement will result in significant financial benefit to the participating claimants, under terms that are by any measure fair, reasonable and adequate.

16. Plaintiff Caskey worked for Defendants at the Woodland Hills location as a bartender and server from approximately September 1, 2019, to March 2020.

17. Plaintiff Caskey filed a representative PAGA action on December 22, 2020, seeking

1 civil penalties for violations of Labor Code §§ 201, 202, 203, 226, 351, 353, 510, 1194, 1194.2,
2 and 1199.

3 18. Plaintiff Caskey alleges Defendants failed to pay all wages and/or overtime owed,
4 pay all wages due at the time of termination or resignation, provide accurate itemized wage
5 statements, and keep records of all received gratuities, and engaged in unlawful taking and
6 crediting of gratuities.

7 19. Plaintiff Caskey filed on behalf of all persons who are employed or have been
8 employed as an hourly employee by Joey Restaurant (Woodland Hills) Inc., in the State of
9 California during the relevant PAGA period.

10 20. As required by statute, Plaintiff sent notice to the Labor and Workforce
11 Development Agency (“LWDA”) and Defendant on October 15, 2020, regarding his intent to seek
12 civil penalties for the aforementioned Labor Code violations.

13 21. The definition in the complaint makes clear that the covered period, which is
14 normally one year prior to Plaintiff’s notice letter to the LWDA to the present, is extended by the
15 time during which the action was tolled pursuant to Emergency Rule 9 (a) in Appendix I to the
16 California Rules of Court. This tolled the claim from April 6, 2020 until October 1, 2020. Adding
17 the 178 days into the limitations period, the covered PAGA period is April 20, 2019 to the present.

18 22. Plaintiff Siler worked for Defendants at the Woodland Hills location as a server
19 from April 16, 2019, to June 15, 2020.

20 23. Plaintiff Siler filed a class and PAGA representative action on March 22, 2021,
21 against three related Joey Restaurant locations, alleging unpaid wages and compensation, failure to
22 provide lawful meal and rest periods, failure to provide accurate wage statements, unfair
23 competition, conversion, and violations under PAGA.

24 24. On August 21, 2020, Plaintiff gave notice to the LWDA of Defendants’ violations
25 of the California Labor Code and IWC Wage Order number 5, seeking remedies for violation of
26 Los Angeles Municipal Code sections 187.00 *et seq.* and 188.00 *et seq.* and Labor Code sections
27 201-204, 221, 224, 226(a), 226.3, 233, 245, 247.5, 227.3, 351, 353, 354, 1174(d), 1182.12, 1194,
28 1197, 1197.1, 1198, 1198.5, 2802 and 2810.5.

1 25. Plaintiffs allege Defendants maintain a centralized human resources (HR) and
2 payroll department at their corporate headquarters in Vancouver, BC for all employees in
3 California, thereby maintaining uniform, standardized practices and procedures for all non-exempt,
4 hourly paid, employees in California at all locations.

5 26. Plaintiffs allege Defendants maintain an unlawful policy and practice of
6 discouraging and or impeding employees from obtaining access to their employee file, including
7 tip-pooling contracts. Plaintiffs contend that Defendants have not kept accurate records of all
8 gratuities received by it. Instead, Plaintiffs contend that Defendants kept the tip pool distribution
9 confidential to employees, with only management knowing how the distribution works, as they are
10 ultimately in charge of distributing the tip pool. Plaintiffs allege Defendants unlawfully distributed
11 tips to individuals not in the line of service, in violation of California law.

12 27. Plaintiffs allege Defendants failed to pay proper overtime to Plaintiffs and aggrieved
13 employees based on the following allegations. For one, Plaintiffs contend that Defendants failed to
14 pay proper overtime to Plaintiff Siler by adjusting employees' time entries through post hoc
15 timekeeping changes. Plaintiffs also contend that Defendants failed to properly compensate
16 Plaintiffs and aggrieved employees for overtime at the appropriate rate of pay and for all hours
17 worked due to mathematical errors on their pay stubs. Plaintiffs contend that these errors have
18 resulted in Defendants paying employees overtime rates less than one and a half times their regular
19 rate and reducing the gross wages employees are entitled to. Plaintiffs also contend that Defendants
20 owe wages to due to a consistent policy of failing to pay wages and/or overtime to certain
21 aggrieved employees in the 'back of the house.' Plaintiffs contend that these aggrieved employees
22 were not properly compensated at the appropriate rate of pay because Defendants allegedly used
23 tips as a credit against their guaranteed income, resulting in unpaid wages.

24 28. Plaintiff Siler alleges Defendants required Plaintiff Siler to work through rest and
25 meal breaks to cover other servers' tables. Plaintiff Siler contends that on one occasion Defendants
26 wrote Plaintiff Siler up for taking a break.

27 29. Although Plaintiff Caskey did not include meal break violations as a basis for its
28 PAGA action, he claims he too suffered from Defendants' failure to provide him with timely,

uninterrupted 30-minute meal periods. Counsel for Plaintiff Caskey represents other former employees, some of whom claim they have also suffered meal and rest period violations.

30. On October 15, 2020, Plaintiff Shane Caskey gave written notice by online filing to the LWDA, setting forth the facts and theories of the violations alleged against Defendant Joey Restaurant (Woodland Hills) Inc., paid the filing fee, and received an e-filing confirmation.

31. Pursuant to Labor Code § 2699.3(a)(2)(A), after the sixty-five-day waiting period to commence a civil action as though the LWDA had not chosen to investigate lapsed, Plaintiff Caskey filed a Complaint for Damages against Defendant Joey Restaurant (Woodland Hills) Inc. in the Los Angeles Superior Court, Case No. 20STCV48840 entitled *SHANE CASKEY, on behalf of the State of California, as a private attorney general, Plaintiff, v. JOEY RESTAURANT (WOODLAND HILLS) INC.; and DOES 1 thru 50, inclusive, Defendants* on December 22, 2020.

32. On March 22, 2021, Plaintiff Kalkidan Siler filed a Class Action Complaint against Defendant in the Los Angeles Superior Court, Case No. 21STCV11098 entitled *KALKIDAN SILER, as an individual and on behalf of others similarly situated, Plaintiffs, vs. JOEY RESTAURANT (LOS ANGELES) INC., a California Corporation; JOEY RESTAURANT (MANHATTAN BEACH) INC., a California Corporation; JOEY RESTAURANT (WOODLAND HILLS) INC., a California Corporation; JOEY RESTAURANT GROUP, a Canadian Corporation; and DOES 1 through 50, Inclusive, Defendants.*

33. The Caskey and Siler actions together (“Class Claims”) allege causes of action for: (1) Failure to Pay Wages and Overtime Pursuant to Labor Code §§ 1194 and 1197; (2) Failure to Provide/Compensate for Mandated Meal Periods under Labor Code §§ 226.7 and 512; (3) Failure to Provide/Compensate for Mandated Rest Periods under Labor Code § 226.7; (4) Failure to Keep Accurate Information in Violation of Labor Code § 226 and IWC Wage Order 14-2001; (5) Conversion; (6) Penalties Pursuant to Labor Code § 226(a); (7) Waiting Time Penalties Pursuant to Labor Code § 203; (8) Unfair Competition Pursuant to Business & Professions Code § 17200; and (9) Penalties Pursuant to Labor Code § 2699, *et seq.* related to tips.

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1 **THE DISCOVERY PROCESS**

2 34. After the matters were at issue, the Parties began to engage in extensive informal
3 discovery to understand the nature of the allegations and the scope of potential liability.

4 35. Defendants provided Plaintiffs' counsel with pertinent data for the Class Members
5 and PAGA Members so that the Parties could fully investigate the claims at issue and understand
6 their strengths and weaknesses.

7 36. On January 27, 2022, the Parties attended a full day Zoom mediation with
8 experienced wage and hour class and PAGA mediator Mark S. Rudy.

9 37. The Parties reached a settlement that day, as provided herein, to settle all claims that
10 were or could have been asserted in the operative complaint in the Action on a class and
11 representative-wide basis.

12 38. Defendants deny any liability or wrongdoing of any kind associated with the claims
13 asserted in Plaintiffs' Complaint, dispute the damages and penalties claimed by Plaintiffs, and
14 further contend that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for
15 class or representative action treatment. The Agreement is a compromise of disputed claims.
16 Nothing contained in the Agreement, no documents referred to therein, and no action taken to carry
17 out the Agreement, shall be construed or used as an admission by or against Defendants as to the
18 merits or lack thereof of the claims asserted in this Lawsuit. Defendants deny all allegations and
19 claims asserted in the operative complaints in the Action. Defendants contend, among other things,
20 that, at all times, they have complied with all applicable state, federal and local laws related to the
21 Class Members' and PAGA Members' employment.

22 **PRELIMINARY APPROVAL**

23 39. On April 26, 2023, the Court issued an Order preliminarily approving the Settlement
24 in this case, approving the proposed Class Notice, ordering that the Administrator send Notice to
25 the Class, and set a date for the Final Approval and Fairness Hearing.

26 **SETTLEMENT**

27 40. For purposes of settlement, the Class is defined as: "All current and former non-
28 exempt employees who worked for Defendants in the State of California from period from October

1 15, 2019 up to and including the date of March 28, 2022.”

2 41. For purposes of settlement, the PAGA Group is defined as: “All current and former
3 non-exempt employees who worked one or more pay periods for Defendants in the State of
4 California from period from October 15, 2019 up to and including the date of March 28, 2022.”

5 42. The Gross Settlement Amount will be allocated as follows: (a) a settlement payment
6 to each settlement class member who does not request to be excluded (“Participating Class
7 Member”) in an amount determined by a formula that takes into account the net amount of the
8 Gross Settlement Amount available for settlement and the number of days worked by the
9 Participating Class Member in the Class Period; (b) a settlement payment to each non-exempt
10 employees who worked one or more pay periods for Defendants in the State of California during
11 the PAGA Release Period (“PAGA Member”) in an amount determined by a formula that takes
12 into account the net amount of the Gross Settlement Amount available for settlement and the
13 number of days worked by the Authorized Claimant from October 15, 2019 up to and including
14 March 28, 2022; (c) the attorneys’ fees awarded to Class Counsel in an amount not to exceed
15 \$241,666.67; (d) reimbursement of litigation costs incurred by Class Counsel in an amount not to
16 exceed \$30,000.00; (e) an Enhancement Award to each Plaintiff in an amount not to exceed
17 \$7,500.00 (for a total of \$15,000); (f) all Claims Administration expenses by the settlement
18 administrator estimated to be \$25,000.00; and (g) payment to the California Labor Workforce
19 Development Agency for Private Attorney General Act (“PAGA”) penalties under California
20 Labor Code §§ 2699 *et seq.* in an amount of \$25,000.00.

21 **II. EXPERIENCE, SKILLS AND QUALIFICATIONS OF CLASS COUNSEL**

22 43. In 2006, I graduated *cum laude* from the University of California, Los Angeles with
23 a B.A., in Political Science, and with College Honors.

24 44. In May of 2010, I received a juris doctor from the UCLA School of Law, where I
25 was Managing Editor of the UCLA Law Review; the Research Assistant to Professor of
26 Constitutional Law, Adam Winkler and served as a Judicial Extern to the Honorable Richard A.
27 Paez, U.S. Court of Appeals, for the Ninth Circuit.

28 45. I was recruited by Dewey & LeBoeuf LLP while at UCLA and began working with

Dewey in my 2L Summer as a Litigation Associate. The firm extended an offer of employment, which I accepted, to begin upon my graduation from law school.

46. In July of 2010, I sat for and passed the California Bar exam.

47. In 2010, Dewey deferred the start date of my entire incoming class for one year. During that time, I chose to develop trial and oral advocacy experience working for the Los Angeles County District Attorney's Office, where I successfully completed the D.A. training program and was placed in the Major Crimes Unit, which only prosecutes high-profile cases.

48. In 2011, I joined the Los Angeles office of Dewey & LeBoeuf as a Litigation Associate. I was part of a New York based team of attorneys defending Panasonic Corporation of North America in antitrust multi-district litigation against several major electronics manufacturers alleging price-fixing and violations of the Sherman Antitrust Act, which required evaluation of antitrust injury, conspiracy and monopoly claims. Being part of the team for this matter as well as several other high-profile class action and multi-district cases provided me with invaluable experience and insight into the complex commercial litigation.

49. In 2012, after Dewey closed its doors, I joined the Silicon Valley office of Alston & Bird LLP. In that position, I concentrated my practice on class action and securities litigation, which included securities fraud actions, shareholder derivative suits, corporate investigations and other complex class action and commercial litigation.

50. In 2014, I returned to Los Angeles and to public service as the Law Clerk to Magistrate Judge Paul L. Abrams, U.S. District Court for the Central District of California.

51. In March of 2015, I joined the plaintiff's bar and have worked almost exclusively on class action and representative litigation matters since then. Specifically, while working for the Law Offices of Peter M. Hart, I directly participated in the negotiation, settlement and approval of several large class action matters, including but not limited to:

a. *Abdullah v. U.S. Security Associates, Inc.*, Consolidated Case Nos. CV 09-09554 PSG-E; CV 15-02366 PSG-E and CV-00984 PSG-E (C.D. Cal.);

b. *Lopez v. Bank of America, N.A.*, Civil Case No. 10-cv-1207-JST, (N.D. Cal.);

c. *Segovia v. Chipotle Mexican Grill, Inc.*, Civil Case No. BC 489851 (L.A. Super.

1 Ct.), which was granted final approval on July 14, 2015, by the Honorable Elihu M. Berle;

2 d. *Rangel v. FedEx Ground Package Systems, Inc.*, Civil Case No. 13-cv-1718-DOC,
3 which was granted final approval on April 8, 2015, by the Honorable David O. Carter; and

4 e. *Bergstrom v. Circle K Stores Inc., et al.*, Coordinated Case No. RIC JCCP4774
5 (Riverside Super. Ct.), which was granted final approval on October 16, 2015, by the Honorable
6 Craig G. Riemer.

7 52. During that time, I also successfully researched, prepared and filed a motion for
8 class certification, which this Court granted in full, including my request for appointment as class
9 counsel. *See Garcia v. Global Force, Inc.*, Civil Case No. BC5455026 (October 8, 2015).

10 53. In 2015, I joined the class action specialty firm, Marlin & Saltzman, LLP, where I
11 focused my practice on nationwide employment class actions under the Fair Labor Standards Act
12 and California Labor Code, as well as the employment laws of many other states.

13 54. In 2016, I launched my own law firm, Vision Legal, Inc., where I continue to focus
14 my practice on representing plaintiffs on a contingency fee basis in employment and consumer
15 class actions.

16 55. I am an active and well recognized member of the legal community. By way of
17 example, I am often asked by my colleagues on the plaintiff's bar to lecture to other attorneys and
18 recently received a Community Service Award from the California Employment Lawyers
19 Association ("CELA"), in October of 2019, in recognition of my *pro bono* service to the legal
20 community. Further information regarding my background and practice may be found by visiting
21 VisionLegalinc.com/AboutUs page, Our Founder page, or Resources page, where I have authored
22 all of the articles and conducted all of the background research for them, too.

23 56. Vision Legal, Inc., is a boutique law firm specializing in complex litigation with
24 proven success prosecuting claims for fraud, including in the class action context. In addition,
25 Vision Legal, Inc. has recovered hundreds of thousands for plaintiffs in *qui tam* actions under
26 California's Unfair Competition Laws as well as under California's Private Attorneys General Act.
27 The firm has also successfully represented plaintiffs in litigation and class actions.

28 57. Vision Legal, Inc., is a boutique law firm specializing in complex litigation with

1 proven success prosecuting wage and hour class action and Private Attorneys General Act of 2004
2 (PAGA) cases. In addition, Vision Legal, Inc. has recovered hundreds of thousands for plaintiffs
3 in *qui tam* actions under California's Unfair Competition Laws, including for unpaid wages. As
4 lead counsel, Tina Mehr, Vision Legal, Inc., has an exemplary track record of success in
5 representing plaintiffs in complex class actions:

- 6 a. *Kia Anderson v. Today's Fresh Start Charter School, et al.*, No. BC653934 (lead class
7 counsel in class action returning ill-gotten gains to the State of California as well as
8 high individual, non-reversionary, settlement to class members of \$350,000);
- 9 b. *Jimenez v. RonJon Rentals, Inc.*, No. CIVDS1813517 (San Bernardino Super. Ct.
10 Complex Div., Sept. 2020) lead counsel successfully obtaining Judgement on behalf of
11 a representative group of sanitation workers, under the PAGA for penalties in the
12 amount of \$135,000 on behalf of 40 aggrieved employees.
- 13 c. *Sharpe v. Puritan's Pride, Inc., et al.*, No. 3:16-cv-6717-JD, consolidated with No. 17-
14 cv-2536-JD (N.D. Cal., 2016-present) appointed as Class Counsel by Judge James
15 Donato on November 23, 2021. (ECF. No. 228).

16 58. Vision Legal, Inc., has and will continue to commit all necessary resources required
17 to zealously prosecute this action and adequately represent the class. Vision Legal, Inc.'s success
18 enables Vision Legal, Inc. to be extremely selective in what cases it accepts to handle. For every
19 case in which the Firm chooses to accept representation, it likely turns down a dozen – and never
20 churns through cases in an assembly-line fashion.

21 59. Throughout the course of my practice, I and attorneys that I have worked with on
22 putative class actions, have in reaching settlements, used many of the most prominent mediators in
23 California, including David Rotman, Esq., Lynne Frank, Esq., Mark Rudy, Esq., Gig Kyriacou,
24 Esq., Eve Wagner, Esq., Steve Serratore, Esq., Jeffrey Winikow, Esq., and Steven Rottman, Esq.

25 60. Additionally, as a member of the plaintiff's bar, I have litigated wage and hour class
26 action matters against major California, national, and international law firms, including but not
27 limited to: Jones Day LLP; Arnold & Porter LLP; Morgan Lewis & Bockius LLP; Seyfarth Shaw,
28 LLP; O'Melveny & Myers LLP; Jackson Lewis LLP; Sheppard Mullin Richter & Hampton LLP;

Akin Gump Strauss Hauer & Feld LLP; Paul Hastings Janofsky & Walker LLP; and Gordon, Rees, Scully & Mansukhani LLP.

61. Prior to and since the filing of the instant suit, Vision Legal, Inc., committed all necessary resources to this case and will continue to do so.

62. Notwithstanding any obstacles that have arisen, Vision Legal, Inc., has placed the interests of the class in this case above all else and will continue to devote all necessary resources to best represent the class. Most importantly, Vision Legal, Inc. has always maintained steadfast obedience to the Court's Orders and demonstrated integrity as an officer of the Court.

63. Additionally, Vision Legal also took into consideration the evolving legal landscape as pertains to the liability of charter schools for penalties for wage and hour violations and the complications that arise when enforcing punitive damages against a non-profit entity generally.

64. All of these factors weighed heavily against recovery in this case.

III. LODESTAR

65. As of June 1, 2023, the lodestar for my firm was \$96,578.33 based on 163.97 hours. My hourly rate is based on the federal district court rates, for my class year (2010), currently in effect and published on the Laffey Matrix *available at* <http://www.laffeymatrix.com/see.html> (last visited Aug. 30, 2023) and has not been adjusted higher to account for the higher attorney hourly billing rates in California State court versus at the federal level.

66. The lodestar from my firm presented above comes directly from my firm's billing records in this case. My firm keeps time entries billed at increments of one tenth of an hour. I can provide these detailed time entries to the Court *in camera* if the Court requests, or lodge them.

BILLING RATE

67. My lodestar for this case is based on the hourly rate of \$589 per hour, which rate is published by the Laffey Matrix and not adjusted upward to account for higher local rates.

IV. OUT-OF-POCKET EXPENSES

68. To date, the combined actual out-of-pocket costs incurred by my firm and the HKRS firm are \$9,551.95. These costs are itemized in **Exhibit 1** to this Declaration, which is a

1 ledger prepared by HKRS and Vision Legal based on actual receipts of expenses incurred in this
2 matter. The costs include mediator fees, filing fees, messenger costs, but exclude minor costs
3 such as photocopies.

4 **V. CLASS MEMBER RESPONSE TO REQUEST FOR ATTORNEYS' FEES**

5 69. The third-party settlement administrator in this case has been carefully monitoring
6 the response rate from class members and preparing a weekly report of same for Class Counsel and
7 defense counsel. As reflected therein, no class member has objected to the requested fee award,
8 which was shown to class members in the class Notice.

9 **VI. CONTINGENCY RISK**

10 70. I take nearly all of my cases on a contingent fee basis. Because I generally do not
11 have regularly paying clients, I rely on awards for attorneys' fees and costs to continue my work
12 for the enforcement of labor standards. Indeed, I did not charge Plaintiff or class members any
13 fees or costs to bring this case to a successful conclusion. In addition, I have incurred out-of-
14 pocket costs that I have not yet recouped. During the course of the case, I also had to forego
15 requests by other prospective clients to bring other cases with merit in order to ensure that we
16 could continue to adequately and successfully represent the Plaintiff and Plaintiff class in this
17 matter.

18 71. Like some other important and complex employment class actions, this case carried
19 a risk of no recovery at all for either the class members or the attorneys representing them.
20 Moreover, as I explained in my Declaration in support of the motion for preliminary approval, this
21 case carried particular risks and complexities.

22 72. Still, my firm investigated the facts, conducted the research, and presented
23 mediation papers and analysis during a multi-party mediation process to eventually achieve a
24 favorable class action settlement. Based on my experience in other wage and hour class actions, it
25 is my judgment that the amounts achieved here reasonably compensate the class members for
26 these occurrences.

27 73. I also believe that navigating through the complexities of this case, with the legal
28 and factual context, to obtain this substantial settlement required particular skill and experience.

1 Indeed, these are difficult cases and claims. The fact that we were able to negotiate a significant
2 settlement for all of the non-exempt hourly employees of JOEY Restaurants based on working
3 through meal and rest periods, despite time records and policies that facially appeared to provide
4 meal and rest periods, in my opinion speaks to my skill and effort in this matter.

5 74. In addition, the time invested into this case equated to time that my firm could not
6 invest in developing and bringing other potential cases.

7 75. Still, I invested this time and effort on a completely contingent basis, with the risk
8 that I would receive no recovery for our time or costs at all. Given all the complexities and risks
9 inherent in this case, I believe this contingency risk was substantial.

10 76. Compounding the risks and complexities of achieving class certification, defeating
11 summary judgment, and winning a liability determination on the merits for the class, there were
12 the risks of obtaining less damages than the potential exposure even if we prevailed on the class
13 claims. There also are the risks of appeal, and the significant time, expense and delays of
14 protracted litigation. Again, this case carried a very real risk of little or no recovery at all for
15 either the class or the attorneys representing them given the status of JOEY Restaurants, being a
16 restaurant, which is an industry with high rate of bankruptcy as compared to other industries.

17 77. This all illustrates how important it is for a firm such as mine (which seeks to
18 enforce and safeguard the rights of employees on a contingent basis) to receive a full lodestar and
19 appropriate multiplier when we take these cases and succeed. Otherwise, we could not continue to
20 represent employees who are denied wages, but whose cases may be time consuming and difficult
21 to maintain.

22 78. I also believe that our request for reimbursement of the actual, out-of-pocket costs
23 HKRS and Vision Legal incurred during the course of this case is reasonable and appropriate. We
24 respectfully request that the Court consider and approve these amounts.

25 I declare under the penalty of perjury under the laws of the United States and the State of
26 California that the foregoing is true and correct.

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2 Executed on this 29th day of August, 2023, at Los Angeles, California.

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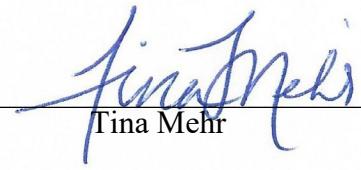

Tina Mehr

EXHIBIT 1

CLIENT: KALKIDAN SILER VS JOEY RESTAURANT (LOS ANGELES) INC., ET AL.
Case Number: 21STCV11098
Spring Street Courthouse

DATE	Invoice	Expenses	COST
9/3/21	231431	Case Anywhere System Fee	\$112.80
12/7/21	239670	Case Anywhere System Fee	\$120.00
3/4/22	247920	Case Anywhere System Fee	\$132.00
6/7/22	256403	Case Anywhere System Fee	\$156.00
9/9/22	264927	Case Anywhere System Fee	\$126.00
12/8/22	273547	Case Anywhere System Fee	\$126.00
1/7/23	273547	Case Anywhere System Fee	\$126.00
4/2/23	282144	Case Anywhere System Fee	\$126.00
7/2/23	291227	Case Anywhere System Fee	\$132.00
5/11/22	5891064-02	Janney and Janeny Courtesy Copy Delivery Motion For Preliminary Approval Of Settlement, Declaration Name Extension, Declaration Name Extension, Order Name Extension, Proof Of Service Not Summons And Complaint	\$ 91.50
5/10/22	5891064-01	Janney and Janeny Efiling Motion For Preliminary Approval Of Settlement, Declaration Name Extension, Declaration Name Extension, Order Name Extension, Proof Of Service Not Summons And Complaint	\$ 76.30
7/22/22	6193999-02	Janney and Janney Courtesy Copy Delivery Declaration Name Extension	\$ 50.00
2/9/22	5512465	Janney and Janney Efiling Case Management Statement	\$ 10.00
3/22/21	4377257	Janney and Janney efiling Complaint, Summons, Civil Case Cover Sheet, 4377257-Receivedcopy.Pdf	\$ 1,495.23
7/21/22	6193999	Janney and Janney Efiling Declaration Name Extension	\$ 14.20
11/16/22	6713448	Janney and Janney Efiling Declaration Name Extension	\$ 14.63

2/9/22	5512980	Janney and Janney Efiling Joint Conference Report	\$ 14.20
2/2/23	7068107	Janney and Janney Efiling Notice Name Extension	\$ 14.63
3/3/23	7208969	Janney and Janney Efiling Notice of Lien	\$ 14.63
2/15/22	5533857	Janney and Janney Efiling Notice of Ruling	\$ 14.20
2/10/22	5513699	Janney and Janney Efiling Status Conference Statement	\$ 14.20
3/3/23	7202422	Janney and Janney Efiling Substitution of Attorney	\$ 14.63
8/1/21	4797259	Janney and Janney Filing Joint Case Management Statement	\$ 10.00
4/21/21	4464771-01	Janney and Janney Services of Process Complaint, Services of Process Summons, Civil Case Cover Sheet, 4377257-Receivedcopy.Pdf	\$ 90.00
4/21/21	4464771-02	Janney and Janney Services of Process Complaint, Services of Process Summons, Civil Case Cover Sheet, 4377257-Receivedcopy.Pdf	\$ 45.00
4/21/21	4464771-03	Janney and Janney Services of Process Complaint, Services of Process Summons, Civil Case Cover Sheet, 4377257-Receivedcopy.Pdf	\$ 45.00
4/21/21	4464771-04	Janney and Janney Services of Process Complaint, Services of Process Summons, Civil Case Cover Sheet, 4377257-Receivedcopy.Pdf	\$ 45.00
8/10/21	160486759	LA Court Connect Initial Status Conference (Ashley Cruz)	\$ 15.00
8/10/21	160484302	LA Court Connect Initial Status Conference (Jennifer Kramer)	\$ 15.00
5/1/21		Mark Ruby APC Mediation	\$ 5,000.00
TOTAL COSTS HKRS			\$ 8,260.15
		PAGA Notice Filing Fee	\$ 75.00
9/3/21	231432	Case Anywhere System Fee	\$126.00
12/7/21	239671	Case Anywhere System Fee	\$132.00
3/4/22	247921	Case Anywhere System Fee	\$ 100.80
6/7/22	256404	Case Anywhere System Fee	\$ 120.00
9/9/22	264928	Case Anywhere System Fee	\$ 120.00
		Case Anywhere System Fee	\$ 120.00
		Case Anywhere System Fee	\$ 120.00
		Case Anywhere System Fee	\$ 120.00
		Case Anywhere System Fee	\$ 126.00
		Case Anywhere System Fee	\$ 132.00
TOTAL COSTS VISION LEGAL, INC.			\$ 1,291.80
TOTAL Costs - Counsel for Kalkidan Siler			\$ 9,551.95

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 31, 2023, I served all interested parties in this action the following documents described as: **DECLARATION OF TINA MEHR IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

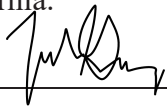
CAMILO ECHAVARRIA camiloechavarria@dwt.com EVELYN WANG evelynwang@dwt.com CHRISTOPHER IM christopherhim@dwt.com DAVIS WRIGHT TREMAINE LLP 865 South Figueroa Street, 24th Floor Los Angeles, California 90017-2566	TINA MEHR tmehr@visionlegalinc.com VISION LEGAL, INC. 445 S. Figueroa Street, 31st Floor Los Angeles, California 90071 Attorneys for Defendants Attorneys for Plaintiff KALKIDAN SILER
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[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL THROUGH CASE ANYWHERE): On interested parties set forth on the attached service list.

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 31, 2023, at Los Angeles, California.



Taylor Gregg