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Attorneys for Plaintiff Shane Caskey

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

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

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

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

**DECLARATION OF PLAINTIFF SHANE
 CASKEY IN SUPPORT OF FINAL
 APPROVAL OF CLASS SETTLEMENT**

Date: September 26, 2023

Time: 10:00 AM

Dept.: 11

DECLARATION OF SHANE CASKEY

I, SHANE CASKEY, state and declare as follows:

1. I am a competent adult, over the age of eighteen, and the named Plaintiff in the above-captioned matter. The following is based upon my personal knowledge, and if called as a witness, I could and would testify competently thereto.

2. I am a former employee of Defendants JOEY RESTAURANT (LOS ANGELES) INC.; JOEY RESTAURANT (MANHATTAN BEACH) INC.; JOEY RESTAURANT (WOODLAND HILLS) INC.; JOEY RESTAURANT GROUP ("Joey Restaurant" or "Defendant") as an hourly employee.

3. I brought this lawsuit, on behalf of myself and all other Class Members, against Defendant, because I believe that Joey Restaurant did not provide wages/overtime, provide/compensate for mandated meal and rest periods, failed to keep accurate information, conversion, failed to issue accurate itemized wages statements, and failed to provide all wages due at the time of termination or resignation to me and other employees.

4. I understand that I am representing other employees and I believe that I am able to represent them well.

5. I first researched attorneys who are very experienced with these types of lawsuits. Once retained, I compiled relevant documents from my employment to assist my attorneys in litigating this case. I worked with my attorneys to develop the facts and legal claims in this lawsuit. The lawsuit was filed on December 22, 2020. On March 22, 2021, Plaintiff Kalkidan Siler filed her complaint.

6. Throughout the litigation, I have provided my attorneys with helpful information for this lawsuit and for the Settlement as needed. Additional work in connection with this matter includes providing information to my attorneys regarding my employment with Defendant, staying in regular contact with my attorneys to discuss the status of the case, responding promptly to my attorneys' various communications regarding this matter, attending a full-day mediation on January 27, 2022; and reviewing and analyzing the settlement agreement and settlement papers to

1 ensure the settlement was fair and reasonable and in the best interests of the Class Members.

2 7. I have worked to actively represent the other Class Members and their interests.

3 8. I have always kept the Class Members interests at heart in this litigation.

4 9. I am prepared to continue assisting with this litigation and am committed to
5 achieving the best possible results for the Class.

6 10. I believe that the class action settlement obtained on behalf of the Class is fair and
7 reasonable in light of the issues involved in this case. As mentioned above, I reviewed and
8 discussed the Settlement Agreement with my attorneys and asked them questions about it to ensure
9 that I understood its terms and what it would mean for all of the class members.

10 11. I believe that I have fairly represented the absent Class and request that the Court
11 finally approve this settlement and confirm me as Class Representative.

12 12. I am not aware of any conflicts of interest that prevent me from being confirmed as
13 Named Plaintiff in this Lawsuit. I am not related in any way to my attorneys or to any other
14 member of the firm that is representing me. I have no business dealings or other involvement
15 beyond this lawsuit and this representation. I have not been promised any money or inducement
16 to serve as Named Plaintiff in this Lawsuit.

17 13. It is my opinion that the settlement agreement provides for a fair and adequate
18 enhancement for me as a Named Plaintiff, in the amount of \$7,500.00. I believe that this is fair
19 and reasonable in light of all of the work that I have performed in my role as Named Plaintiff. As
20 Named Plaintiff, I have actively participated in all stages of the litigation, as detailed above, and
21 have always maintained the best interests of the Class while performing my Named Plaintiff duties.

22 14. It is also my opinion that the Named Plaintiff enhancement is fair, reasonable, and
23 adequate because, in addition to the many hours spent participating in the prosecution of this case,
24 I accepted the potential risk of being liable for Defendant's attorneys' fees and costs if we were
25 unsuccessful in this Lawsuit. Likewise, I risk the potential stigma of being a Named Plaintiff in a
26 class action labor dispute, which may affect my future employability.

27 15. I understand that this litigation involves multiple law firms working together. I
28

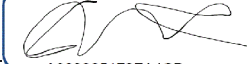
1 initially retained Kingsley & Kingsley, APC and Dadgostar Law LLP (collectively “Caskey
2 Counsel”). The fee split between those law firms is 1/3 to Dadgostar Law LLP and 2/3 to Kingsley
3 & Kingsley, APC. I signed an agreement at the beginning of the litigation indicating this split.

4 16. I understand that our case was related to another lawsuit against Defendants and
5 Vision Legal is counsel in that matter.

6 17. I understand that Vision Legal and Caskey Counsel have agreed to share fees
7 equally with each firm receiving 50% of the fee. I consented to this fee share in writing.

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

10 Executed this 30th day of August, 2023 at Sherman Oaks
11 California.

12
13 DocuSigned by:
14 
A003965179FA4CD...
SHANE CASKEY

(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 PLAINTIFF SHANE CASKEY IN SUPPORT OF FINAL APPROVAL OF CLASS SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

CAMILO ECHAVARRIA
camiloechavarria@dwt.com
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CHRISTOPHER IM
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Attorneys for Defendants
Attorneys for Plaintiff KALKIDAN SILER

[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