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

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

24 PLAINTIFFS,

25 v.

26 JOEY RESTAURANT (LOS ANGELES)
27 INC.; JOEY RESTAURANT
28 (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]

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

*[Filed concurrently with Motion for Approval
of Attorneys' Fees and Costs; Declarations of
Liane Katzenstein Ly, Tina Mehr, Hiram
Dadgostar, Kalkidan Siler, Shane Caskey, and
Nick Castro of ILYM Group, Inc.; Proposed
Order and Judgment]*

Date: September 26, 2023

Time: 10:00 AM

Dept.: 11

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on September 26, 2023 at 10:00 AM in Department 11 of the above-entitled court, Plaintiffs SHANE CASKEY and KALKIDAN SILER (“Plaintiffs”) will, and hereby does, move the Court for an Order of Final Approval of the Class Settlement in this case. Plaintiffs move the Court for an order:

1. Granting final approval of the settlement in the case pursuant to the Joint Stipulation of Class and Representative Action Settlement and Release of Claims (“Settlement Agreement”), a copy of which is attached to the concurrently-filed Declaration of Liane Katzenstein Ly as Exhibit “1”;

2. Affirming Kingsley & Kingsley, APC and Vision Legal, Inc. as Class Counsel;

3. Affirming SHANE CASKEY and KALKIDAN SILER as the Named Plaintiffs and awarding an enhancement award of \$7,500.00 each;

4. Awarding IYLM Group, Inc. claims administration fees of 17,000.00 for its services as Claims Administrator; and,

5. Entering judgment.

This Motion will be made pursuant to Code of Civil Procedure section 382 and California Rule of Court, rule 3.769 on the grounds that the proposed Settlement Agreement is fair, adequate, reasonable, and in the best interest of the Class Members and the parties.

The Motion will be based on this Notice of Motion, the attached Memorandum of Points and Authorities, the Declarations of Liane Katzenstein Ly, Tina Mehr, Hiran Dadgostar; Shane Caskey, Kalkidan Siler, Nick Castro of ILYM Group, Inc., all other papers and records on file in this action, and on such oral and documentary evidence as may be presented at the hearing on this Motion.

DATED: August 31, 2023

KINGSLEY & KINGSLEY, APC

By:

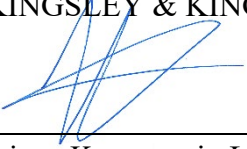

Liane Katzenstein Ly
Attorneys for Plaintiff SHANE CASKEY and the
proposed class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs SHANE CASKEY and KALKIDAN SILER (“Plaintiffs”) submits this Motion
4 for Final Approval of Class Settlement and request that the Court:

5 1. Grant final approval of the settlement in this case pursuant to the Joint Stipulation
6 of Class and Representative Action Settlement and Release of Claims (“Settlement Agreement”),
7 a copy of which is attached to the concurrently-filed Declaration of Liane Katzenstein Ly as
8 Exhibit “1”;

9 2. Award attorneys’ fees and costs as detailed in the concurrently-filed Motion for
10 Attorneys’ Fees and Costs;

11 3. Award IYLM Group, Inc. claims administration fees of \$17,000.00 for its services
12 as Claims Administrator;

13 4. Affirm named Plaintiffs Shane Caskey and Kalkidan Siler as Named Plaintiffs and
14 award a cumulative Named Plaintiff payment of \$15,000.00; and

15 5. Enter judgment.

16 **II. FACTUAL BACKGROUND**

17 **A. Litigation Overview and Procedural History**

18 Plaintiffs Kalkidan Siler and Shane Caskey (“Plaintiffs” or “Class Representatives”)
19 worked for Defendants Joey Restaurant (Los Angeles) Inc.; Joey Restaurant (Manhattan Beach)
20 Inc.; Joey Restaurant (Woodland Hills) Inc. (collectively “Defendants”). (Declaration of Liane
21 Katzenstein Ly (“Ly Decl.”) ¶ 5.) Defendants are a chain restaurant that are primarily part of the
22 restaurant and bars industry and specialize in providing cuisine, lounging and entertainment, and
23 central bar services, with three locations in Los Angeles, three locations in Seattle, one location in
24 Texas, and various locations in Canada¹. (*Id.*) Plaintiffs allege claims related to failure to pay
25 wages for all hours worked, failure to provide meal breaks, failure to permit rest breaks, and
26 misappropriation of gratuities. (Ly Decl. ¶6.) Plaintiffs allege in the present class action lawsuit
27 that Defendants’ compensation practices violated the Unfair Competition Act and various Labor
28

¹ <https://www.joeyrestaurants.com/>

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). (*Id.*) 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. (Ly Decl. ¶7.) Defendants have denied Plaintiffs’ allegations in their entirety, and further deny any wrongdoing or misconduct on their part. (Ly Decl. ¶8.)

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. (Ly Decl. ¶9.) On January 27, 2022, the Parties attended mediation with mediator Mark Rudy. (Ly Decl. ¶10.) With Mr. Rudy’s aid, the Parties were able to reach a settlement in principal that day. (*Id.*)

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. (Ly Decl. ¶11.) The settlement will result in significant financial benefit to the participating claimants, under terms that are by any measure fair, reasonable and adequate. (Ly Decl. ¶12.)

Plaintiff Caskey worked for Defendants at the Woodland Hills location as a bartender and server from approximately September 1, 2019, to March 2020. (Ly Decl. ¶12.) Plaintiff Caskey filed a representative PAGA action on December 22, 2020, seeking civil penalties for violations of Labor Code sections 201, 202, 203, 226, 351, 353, 510, 1194, 1194.2, and 1199. (Ly Decl. ¶14.) Plaintiff Caskey alleges Defendants failed to pay all wages and/or overtime owed, pay all wages due at the time of termination or resignation, provide accurate itemized wage statements, and keep records of all received gratuities, and engaged in unlawful taking and crediting of gratuities. (Ly Decl. ¶15.) Plaintiff Caskey filed on behalf of all persons who are employed or have been employed as an hourly employee by Joey Restaurant (Woodland Hills) Inc., in the State of California during the relevant PAGA period. (Ly Decl. ¶16.) As required by statute, Plaintiff sent notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant on October

1 15, 2020, regarding his intent to seek civil penalties for the aforementioned Labor Code
2 violations².(Ly Decl. ¶17.)

3 Plaintiff Siler worked for Defendants at the Woodland Hills location as a server from April
4 16, 2019, to June 15, 2020. (Ly Decl. ¶19.) Plaintiff Siler filed a class and PAGA representative
5 action on March 22, 2021, against three related Joey Restaurant locations, alleging unpaid wages
6 and compensation, failure to provide lawful meal and rest periods, failure to provide accurate wage
7 statements, unfair competition, conversion, and violations under PAGA. (Ly Decl. ¶20.) On
8 August 21, 2020, Plaintiff gave notice to the LWDA of Defendants' violations of the California
9 Labor Code and IWC Wage Order number 5, seeking remedies for violation of Los Angeles
10 Municipal Code sections 187.00 *et seq.* and 188.00 *et seq.* and Labor Code sections 201-204, 221,
11 224, 226(a), 226.3, 233, 245, 247.5, 227.3, 351, 353, 354, 1174(d), 1182.12, 1194, 1197, 1197.1,
12 1198, 1198.5, 2802 and 2810.5. (Ly Decl. ¶21.)

13 Plaintiffs allege Defendants maintain a centralized human resources (HR) and payroll
14 department at their corporate headquarters in Vancouver, BC for all employees in California,
15 thereby maintaining uniform, standardized practices and procedures for all non-exempt, hourly
16 paid, employees in California at all locations. (Ly Decl. ¶22.)

17 Plaintiffs allege Defendants maintain an unlawful policy and practice of discouraging and
18 or impeding employees from obtaining access to their employee file, including tip-pooling
19 contracts. (Ly Decl. ¶23.) Plaintiffs contend that Defendants have not kept accurate records of all
20 gratuities received by it. (*Id.*) Instead, Plaintiffs contend that Defendants kept the tip pool
21 distribution confidential to employees, with only management knowing how the distribution
22 works, as they are ultimately in charge of distributing the tip pool. (*Id.*) Plaintiffs allege Defendants
23 unlawfully distributed tips to individuals not in the line of service, in violation of California law.
24 (*Id.*)

25
26 ² The definition in the complaint makes clear that the covered period, which is normally
27 one year prior to Plaintiff's notice letter to the LWDA to the present, is extended by the time
28 during which the action was tolled pursuant to Emergency Rule 9(a) in Appendix I to the
California Rules of Court. This tolled the claim from April 6, 2020 until October 1, 2020.
Adding the 178 days into the limitations period, the covered PAGA period is April 20, 2019 to
the present. (Ly Decl. ¶18.)

1 Plaintiffs allege Defendants failed to pay proper overtime to Plaintiffs and aggrieved
2 employees based on the following allegations. (Ly Decl. ¶24.) For one, Plaintiffs contend that
3 Defendants failed to pay proper overtime to Plaintiff Siler by adjusting employees' time entries
4 through post hoc timekeeping changes. (*Id.*) Plaintiffs also contend that Defendants failed to
5 properly compensate Plaintiffs and aggrieved employees for overtime at the appropriate rate of
6 pay and for all hours worked due to mathematical errors on their pay stubs. (*Id.*) Plaintiffs contend
7 that these errors have resulted in Defendants paying employees overtime rates less than one and a
8 half times their regular rate and reducing the gross wages employees are entitled to. (*Id.*) Plaintiffs
9 also contend that Defendants owe wages to due to a consistent policy of failing to pay wages and/or
10 overtime to certain aggrieved employees in the 'back of the house.' (*Id.*) Plaintiffs contend that
11 these aggrieved employees were not properly compensated at the appropriate rate of pay because
12 Defendants allegedly used tips as a credit against their guaranteed income, resulting in unpaid
13 wages. (*Id.*)

14 Plaintiff Siler alleges Defendants required Plaintiff Siler³ to work through rest and meal
15 breaks to cover other servers' tables. (Ly Decl. ¶25.) Plaintiff Siler contends that on one occasion
16 Defendants wrote Plaintiff Siler up for taking a break. (*Id.*)

17 On October 15, 2020, Plaintiff Shane Caskey gave written notice by online filing to the
18 LWDA, setting forth the facts and theories of the violations alleged against Defendant Joey
19 Restaurant (Woodland Hills) Inc., paid the filing fee, and received an e-filing confirmation. (Ly
20 Decl. ¶27.) Pursuant to Labor Code § 2699.3(a)(2)(A), after the sixty-five-day waiting period to
21 commence a civil action as though the LWDA had not chosen to investigate lapsed, Plaintiff
22 Caskey filed a Complaint for Damages against Defendant Joey Restaurant (Woodland Hills) Inc.
23 in the Los Angeles Superior Court, Case No. 20STCV48840 entitled *SHANE CASKEY, on behalf*
24 *of the State of California, as a private attorney general, Plaintiff, v. JOEY RESTAURANT*
25 *(WOODLAND HILLS) INC.; and DOES 1 thru 50, inclusive, Defendants* on December 22, 2020.

26 ³ Although Plaintiff Caskey did not include meal break violations as a basis for its PAGA
27 action, he claims he too suffered from Defendants' failure to provide him with timely,
28 uninterrupted 30-minute meal periods. (Ly Decl. ¶26.) Counsel for Plaintiff Caskey represents
other former employees, some of whom claim they have also suffered meal and rest period
violations. (*Id.*)

(Ly Decl. ¶28.)

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.* (Ly Decl. ¶29.)

The Caskey and Siler actions together 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.* (Ly Decl. ¶30.)

B. The Discovery Process

After the matters were at issue, the Parties began to engage in extensive informal discovery to understand the nature of the allegations and the scope of potential liability. (Ly Decl. ¶31.) Defendants provided Plaintiffs' counsel with pertinent data for the Class Members⁴ and PAGA Members so that the Parties could fully investigate the claims at issue and understand their strengths and weaknesses. (Ly Decl. ¶32.)

On January 27, 2022, the Parties attended a full day Zoom mediation with experienced wage and hour class and PAGA mediator Mark S. Rudy. (Ly Decl. ¶33.) The Parties reached a settlement that day, as provided herein, to settle all claims that were or could have been asserted in the operative complaint in the Action on a class and representative-wide basis. (Ly Decl. ¶34.)

⁴ All capitalized terms used herein shall having the meaning ascribed to them in the Joint Stipulation of Class and Representative Action Settlement and Release of Claims, filed concurrently as Exhibit A to the Declaration of Liane Katzenstein Ly, unless otherwise defined.

Defendants deny any liability or wrongdoing of any kind associated with the claims asserted in Plaintiffs' Complaint, dispute the damages and penalties claimed by Plaintiffs, and further contend that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative action treatment. (Ly Decl. ¶35.) The Agreement is a compromise of disputed claims. Nothing contained in the Agreement, no documents referred to therein, and no action taken to carry out the Agreement, shall be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted in this Lawsuit. (*Id.*) Defendants deny all allegations and claims asserted in the operative complaints in the Action. (*Id.*) Defendants contend, among other things, that, at all times, they have complied with all applicable state, federal and local laws related to the Class Members' and PAGA Members' employment. (*Id.*)

C. Preliminary Approval

On April 26, 2023, the Court issued an Order preliminarily approving the settlement in this case, approving the proposed Class Notice, ordering that the Claims Administrator send notice to the Class, and setting a date for the Final Approval and Fairness Hearing. (Ly Decl. ¶36.)

III. THE PRELIMINARILY APPROVED SETTLEMENT

A. The Settlement Class

For purposes of settlement, the Class is defined as:

"All current and former non-exempt employees who worked for Defendants in the State of California from period from October 15, 2019 up to and including the date of March 28, 2022." (Settlement Agreement, ¶¶I(7-8), Ly Decl. ¶37.).

The final Class contained 1,315 individuals. (Castro Decl. ¶5.)

B. The PAGA Group

For purposes of settlement, the PAGA Group is defined as:

"All current and former non-exempt employees who worked one or more pay periods for Defendants in the State of California from period from October 15, 2019 up to and including the date of March 28, 2022." (Settlement Agreement, ¶¶I(23), Ly Decl. ¶38.).

The final PAGA Group contained 1,315 individuals. (Castro Decl. ¶5.)

C. Settlement Payments

The settlement, described more fully in the parties' proposed Agreement attached as

Exhibit “1” to the declaration of Liane Katzenstein Ly, provides for certification of a provisional settlement class for settlement purposes only, and for a gross settlement amount of seven hundred twenty-five thousand dollars (\$725,000.00) (the “Gross Settlement Amount”). Agreement, ¶ I(38).

The Gross Settlement Amount will be allocated as follows: (a) a settlement payment to each settlement class member who does not request to be excluded (“Participating Class Member”) in an amount determined by a formula that takes into account the net amount of the Gross Settlement Amount available for settlement and the number of days worked by the Participating Class Member in the Class Period; (b) a settlement payment to each non-exempt employees who worked one or more pay periods for Defendants in the State of California during the PAGA Release Period (“PAGA Member”) in an amount determined by a formula that takes into account the net amount of the Gross Settlement Amount available for settlement and the number of days worked by the Authorized Claimant from October 15, 2019 up to and including March 28, 2022; (c) the attorneys’ fees awarded to Class Counsel in an amount not to exceed \$241,666.67; (d) reimbursement of litigation costs incurred by Class Counsel in an amount not to exceed \$30,000.00; (e) an Enhancement Award to each Plaintiff in an amount not to exceed \$7,500.00 (for a total of \$15,000); (f) all Claims Administration expenses by the settlement administrator estimated to be \$25,000.00; and (g) payment to the California Labor Workforce Development Agency for Private Attorney General Act (“PAGA”) penalties under California Labor Code section 2699 et seq. in an amount of \$25,000.00. (Ly Decl. ¶39.) The balance of the Gross Settlement Amount that is not allocated as above or claimed by putative class members eligible to submit a claim shall be transmitted the California State Controller’s Unclaimed Property Fund in the name of the individual. If the Court grants final approval to the settlement, there shall be no reversion of unclaimed amounts of the Gross Settlement Amount to Defendants. See Agreement, ¶ III(15).

Plaintiffs now request final approval of the allocation of the Gross Settlement Amount to determine the Net Settlement Amount for distribution to the Class as follows:

Gross Settlement Amount:	\$	725,000.00	
Enhancement/Specific Release Payment:	\$	15,000.00	(with \$7,500.00 being allocated to each Named Plaintiff)

Class Counsel Fees:	\$	241,666.67
Class Counsel Costs (up to):	\$	30,000.00
PAGA Penalties:	\$	25,000.00
		<i>(\$18,750.00 to the LWDA; \$6,250.00 to the PAGA Members)</i>
Claims Administration (up to):	\$	<u>17,000.00</u>
Net Settlement Amount:	\$	396,333.33

(Ly Decl. ¶40.)

D. Individual Settlement Payments

The amount and manner of the distribution of the Gross Settlement Amount is set forth in Paragraphs III(15-24) of the Agreement. Payments from the Gross Settlement Amount shall be made, as specified in this Agreement and approved by the Court, for: (1) Individual Settlement Payments to Settlement Class Members who do not request to be excluded, (2) Class Representative Enhancement Award, (3) Class Counsel Award, (4) PAGA Payment, and (5) the Settlement Administration Costs. The amount of the Maximum Gross Settlement Amount remaining after these deductions will constitute the “Net Settlement Amount.” Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the terms set forth as follows. A Participating Class Member’s Individual Settlement Payment will be based on the number of Compensable Work Shifts during which s/he worked in proportion to the aggregate number of Compensable Work Shifts worked by all Class Members during the Class Period. Each Individual Settlement Payment will be reduced by any legally mandated deductions for each Settlement Class Member. Checks shall be made payable to each Participating Class Member and each PAGA Member for payment of each Participating Class Member’s Individual Settlement Payment and each PAGA Members’ PAGA Payment as set forth in Section III, paragraphs 16-20 of the Agreement.

Based on these calculations, the average potential recovery is \$301.39 per Class Member. (Castro Decl. ¶14.)

E. Class Notice

The Court approved the proposed Class Notice, and directed the mailing of the Notice by first-class mail to Class Members in accordance with the proposed implementation schedule. (Ly Decl. ¶41) The procedures for giving notice to the Class Members, as set forth in the Settlement

1 Agreement and Plaintiffs' Motion for Preliminary Approval and approved by the Court, have been
2 fully and properly carried out. (Castro Decl. ¶¶3-7.)

3 To date, IYLM Group, Inc. received four (4) requests to be excluded ("opt-outs") from the
4 proposed Settlement Agreement and zero (0) objections. (Castro Decl. ¶¶11-12.)

5 F. Check Mailed Settlement – No Reversion

6 The Parties agreed to, and the Court preliminary approved, a checks-mailed settlement
7 without the possibility of reversion of settlement funds to Defendant. Under the Settlement
8 Agreement, every Participating Class Member will receive a settlement check and Participating
9 Class Members do not need to submit a claim in order to receive a settlement check. Any funds
10 that remain uncashed after 180 days shall be turned over by the Claims Administrator, with
11 information for each Participating Class Member who failed to timely cash his/her settlement
12 check, to the State of California Controller's Office Unclaimed Property Fund. (Ex. 1 at ¶III(21).)

13 **IV. THE COURT SHOULD ORDER FINAL APPROVAL OF THE SETTLEMENT**

14 Pursuant to California Code of Civil Procedure § 1781(f), "a class action shall not be
15 dismissed or compromised without the approval of the court, and notice of the proposed dismissal
16 or compromise shall be given to all members of the Class in such manner as the court directs"
17 In deciding whether to grant final approval to a proposed class action settlement under Code of
18 Civil Procedure § 382, the court's overriding concern is whether the proposed settlement is "fair,
19 adequate, and reasonable." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

20 A. The Settlement is Entitled to a Presumption of Fairness

21 "A presumption of fairness exists where: (1) the settlement is reached through arm's length
22 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
23 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
24 small." (*Dunk, supra*, 48 Cal.App.4th at p. 1802.) The proposed Settlement in the present case
25 meets all of the *Dunk* factors and is therefore entitled to a presumption of fairness.

26 As to the first *Dunk* factor, this settlement is the result of adversarial, non-collusive, and
27 arm's-length negotiations overseen by an experienced mediator. All settlement discussions were
28 made by experienced and informed counsel, who believe that this settlement represents a favorable

1 resolution for the Class Members. (Ly Decl. ¶42.) The settlement negotiations have been, at all
2 times, adversarial and non-collusive, with the aid of a mediator, and no self-dealing or other type
3 of misconduct by either side has taken place. (Ly Decl. ¶43.)

4 Second, the Parties engaged in formal and informal discovery that permitted Class Counsel
5 to fairly evaluate the strength of the case and the risks associated with ongoing litigation. (Ly Decl.
6 ¶44.) Defendant produced time and pay data and policy documents informally for purposes of
7 settlement. (Ly Decl. ¶45.) This included the time punch data for all non-exempt employees for
8 the period of January 1, 2017 to October 10, 2021 and payroll data for all non-exempt employees
9 for the period of October 10, 2016 to October 10, 2021. (Ly Decl. ¶46.) Receipt of appropriate
10 discovery allowed Class Counsel to fairly evaluate the exposure and risks associated with each
11 claim alleged in the lawsuit. (Ly Decl. ¶47.)

12 Third, Class Counsel have significant experience in cases of this type, including several
13 years prosecuting wage, hour, and working condition violations. (Ly Decl. ¶48.) Class Counsel is
14 thus qualified to evaluate the class claims and viability of the defenses. Class Counsel believes that
15 the settlement is fair, reasonable, adequate, and in the best interests of the class and that the average
16 recovery for each Class Member of over \$300.00 is substantial, given the risks inherent in litigation
17 and the defenses asserted. (Ly Decl. ¶49.)

18 Finally, the fourth *Dunk* factor considers the percentage of objectors. Here, there were four
19 (4) requests to be excluded and no objectors. (Castro Decl. ¶¶11-12.) As all of the *Dunk* factors
20 are satisfied, this settlement is entitled to a presumption of fairness.

21 B. The Court Should Approve This Class Action Settlement Because it Satisfies Each
22 of the *Kullar* Factors

23 In *Kullar v. Foot Locker Retail, Inc* (2008) 168 Cal.App.4th 116, 128, the court set forth
24 several factors that should be analyzed in determining whether to approve a class action settlement.
25 These factors include: (1) the strength of Plaintiffs' case; (2) the risk, expense, complexity and
26 likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4)
27 the amount offered in settlement; (5) the extent of discovery completed and stage of the
28 proceedings; (6) the experience and views of counsel; (7) the presence of a governmental

1 participant; and (8) the reaction of the class members to the proposed settlement.

2 The proposed settlement satisfies each of these factors. (Ly Decl. ¶50.) Class Counsel
3 conducted formal and informal discovery before entering into meaningful settlement negotiations
4 in this matter. (*Id at* Ly Decl. ¶¶31-35.) This discovery permitted Class Counsel to fairly evaluate
5 the strength of the case and the risks associated with ongoing litigation. (*Ibid.*) The Parties also
6 engaged in meaningful discovery prior to mediation. Class Counsel is experienced in handling
7 wage and hour class actions and, after weighing all of the following factors, supports this
8 Settlement Agreement. (Ly Decl. ¶51.)

9 Based on the data supplied by Defendants, there were approximately 1,000 class members
10 who worked approximately 14,148 pay periods during the period covered by the settlement
11 reached at mediation, which covers October 15, 2019 to March 28, 2022, a roughly 2 ½ year
12 period.⁵ (Ly Decl. ¶52.) The time period is limited due to Defendants’ mandatory arbitration
13 policy. (*Id.*) As part of their onboarding process, employees, including Plaintiffs, signed mandatory
14 arbitration contracts with class action and PAGA representative action waivers. (*Id.*) The
15 mediation took place while the *Viking River* decision was pending before the United States
16 Supreme Court. (*Id.*) Plaintiffs took the position at the mediation that PAGA claims were viable
17 but the class waivers would likely nullify the viability of the class damages. (*Id.*) Defendants took
18 the position at mediation that *Viking River* would nullify class and PAGA representative damages
19 and that only Plaintiffs’ individual PAGA claims were potentially viable and subject to arbitration
20 pursuant to Plaintiffs’ signed arbitration agreement. (*Id.*) Defendants also asserted that Plaintiffs’
21 exposure analysis for civil penalties under PAGA is more than double what is possible to be
22 awarded as Plaintiffs applied the higher “subsequent” violation civil penalty, when case law
23 counsels that “subsequent” civil penalties can only be awarded when there has been a prior Labor
24 Commissioner citation or civil court judgment on the same violation. (*Id.*)

25 The risks associated with each claim individually are included below.

26 2. The Strength of Plaintiffs’ Case

27
28 ⁵ The data provided for mediation went through October 10, 2021, and the parties
negotiated an escalator provision to cover the time period through March 28, 2022.

1 a) The Risks Associated with the Wages/Overtime Claim

2 Plaintiffs contend that Defendants engaged in wage theft through manipulation of
3 employees' timecards. (Ly Decl. ¶53.) Plaintiffs determined that there were approximately 47,539
4 shifts with anomalies in the punches that Plaintiffs allege could have been the result of time editing.
5 (*Id.*) Plaintiffs allege that the Class Members did not actually take meal periods on these shifts,
6 and the records were altered to include a meal break punch when no punch was actually entered
7 by the employee. (*Id.*)

8 The estimated claims values for Defendant's potential exposure are \$332,773.00. (Ly Decl.
9 ¶54.) There are 47,539 potentially violative shifts, where Plaintiffs assumed thirty minutes of
10 unpaid wages at the average hourly rate of \$14.00 per hour. (*Id.*)

11 Defendants contend that Class Members were provided with the opportunity to take all
12 eligible meal breaks pursuant to Defendants' compliant policies and that Class Members were not
13 required to work through meal breaks. (Ly Decl. ¶55.) Defendants assert that there is no evidence
14 that Defendants altered any employee's timecard and that Plaintiffs' claims in this regard are
15 entirely speculative. (*Id.*) Based on this, Defendants contend that there is significant risk that
16 Plaintiffs' claims cannot be certified on a class basis and that liability will be difficult to prove.
17 (Ly Decl. ¶56.) Finally, Defendants contend that class claims and PAGA claims are barred
18 pursuant to the class action and PAGA waivers in the arbitration agreements signed by Plaintiffs
19 and Class Members. (Ly Decl. ¶57.)

20 b) The Risks Associated with the Meal and Rest Period Claim

21 Plaintiff Siler alleged Defendants required servers to work through rest and meal breaks to
22 cover other servers' tables. (Ly Decl. ¶58.) In fact, on one occasion Plaintiff Siler contends that
23 Defendants wrote Plaintiff Siler up for taking a break. (*Id.*) Although Plaintiff Caskey did not
24 include meal break violations as a basis for his PAGA action, he contends that he too suffered
25 from Defendants' failure to provide him with timely, uninterrupted 30-minute meal periods. (Ly
26 Decl. ¶59.) Again, the same 47,539 shifts are the ones Plaintiffs allege are actually meal period
27 violations and there were an additional 8,827 shifts that had a meal violation and no penalty paid.
28 (Ly Decl. ¶60.)

1 The estimated claims values for Defendant's potential exposure are as follows: Meal break
2 premiums: \$789,124.00– One hour of pay (\$14.00) multiplied by the 56,366 shifts with punch
3 anomalies or unpaid meal penalties. (Ly Decl. ¶61.)

4 Rest break premiums: \$1,316,294.00 – There were 94,021 shifts eligible for a rest period
5 in the Class Period. (Ly Decl. ¶62.) We assumed a 100% violation rate on rest periods, but based
6 on conversations with Class Members, 50% is probably more likely. (*Id.*)

7 Defendants contend that Class Members were provided with the opportunity to take all
8 eligible meal and rest breaks pursuant to Defendants' compliant policies and that Class Members
9 were not required to work through meal or rest breaks. (Ly Decl. ¶63.) Defendants contend that
10 the law does not require employers to police meal and rest breaks, and that team members were
11 independently motivated by a desire to increase gratuities and therefore voluntarily decided to not
12 take breaks despite Defendants' compliant policies. (Ly Decl. ¶64.) Defendants also contend that
13 team members could take start of the shift meal breaks and that Defendants paid meal and rest
14 break premiums. (Ly Decl. ¶65.) Staff were also required to sign an attestation that breaks were
15 received. (*Id.*) In addition, meal and rest period cases where the policies are compliant are
16 notoriously hard to certify. (Ly Decl. ¶66.) For these reasons, Defendants placed little to no value
17 on these claims. (Ly Decl. ¶67.) Finally, as noted previously, Defendants contend that class claims
18 and PAGA claims are barred pursuant to the class action and PAGA waivers in the arbitration
19 agreements signed by Plaintiffs and Class Members. (Ly Decl. ¶68.)

20 c) The Risks Associated with the Wage Statement Claims

21 Plaintiffs and the aggrieved employees were issued wage statements that do not properly
22 indicate all applicable hourly rates in effect for overtime or gross wages earned. (Ly Decl. ¶69.)
23 This is a derivative claim. (*Id.*)

24 The estimated claims values for Defendant's potential exposure are as follows: Wage
25 Statement Violations - \$1,414,800.00- Plaintiffs calculated the PAGA exposure based on 14,148
26 pay periods with violations identified by Plaintiffs' expert statistician. (Ly Decl. ¶70.)

27 Defendants contend that the hours recorded on employees' wage statements and hourly
28 rates were accurate and that because the underlying claims fail, so too does this derivative claim.

(Ly Decl. ¶71.) Defendants also contend that to award statutory penalties under section 226(e), Plaintiffs would need to show that Defendants “knowingly and intentionally” issued deficient wage statements, and that they did not do so. (Ly Decl. ¶72.) For these reasons, Defendants contend that Plaintiffs cannot establish class certification or liability for this derivative claim. (Ly Decl. ¶73.) Finally, as noted previously, Defendants contend that class claims and PAGA claims are barred pursuant to the class action and PAGA waivers in the arbitration agreements signed by Plaintiffs and Class Members. (Ly Decl. ¶74.)

d) The Risks Associated with Unfair Competition, Conversion, and
Violations Under PAGA – Tip Violations

Plaintiffs allege Defendants had an unlawful tip pool because management and supervisors received tips. (Ly Decl. ¶75.) Further, the percentages of each participant are kept secret, as are the categories of employees shared in the pool. (*Id.*) Plaintiffs contend that Defendants’ inconsistent, unfair, inequitable, and unlawful tip distribution policy has resulted in Plaintiffs and all aggrieved employees not receiving all their earned tips, in violation of Labor Code section 351. (Ly Decl. ¶76.) Plaintiff Caskey also alleged that manager level employees (shift leads) who were included in the tip pool should not have been legally tipped out. (Ly Decl. ¶77.)

The estimated claims values for Defendant’s potential exposure are as follows:

- i. Tip Pool Violation for management- \$167,950 – This was the hardest claim to evaluate. (Ly Decl. ¶78.) There are 11,848 pay periods where a Class Member earned a tip and this amounts to 99,150 shifts with tips. (*Id.*) There are 3,359 shifts worked by shift leads. (*Id.*) Based on the average tip out amounts, Plaintiff felt that \$50.00 was a fair number to assume tipped employees “overpaid” to the tip pool for shift leaders per shift. (*Id.*)
- ii. Conversion Claim- \$991,500.00-For the claim that the tip pool was not properly disclosed and the percentage was too high, Plaintiff assumed that an additional \$10.00 per employee, per shift (99,150) was unlawfully tipped out. (Ly Decl. ¶79.)

1 Defendants contend that proper notice was given to staff regarding the tip pool
2 percentages, that it is lawful to base tip pool contributions on percentage of sales under the law
3 and industry practices, and that the tip pool percentages remained the same throughout the period
4 at issue beginning on October 15, 2019. (Ly Decl. ¶80.) Defendants also contend that no
5 manager or agent of Defendants participated in the tip pool. (Ly Decl. ¶81.) Rather, tip pool
6 participants were exclusively non- exempt employees in the chain of service, including shift
7 leads who worked alongside bartenders and servers, and thus could legally participate in the tip
8 pool. (Ly Decl. ¶82.) Specifically, Defendants argued the situation is like *Chau v. Starbucks*
9 *Corp.*, 174 Cal. App. 688 (2009), where the Court found that shift-supervisors could participate
10 in tip-pooling. (Ly Decl. ¶83.) Defendants further contend that, notwithstanding that their tip
11 pool was limited to eligible participants under the governing law, they changed the policy
12 regarding who was included in the tip pool over time. (Ly Decl. ¶84.) For these reasons,
13 Defendants contend that there is significant risk that Plaintiffs' claims based on tip pooling
14 cannot be certified on a class basis and that liability will be difficult to prove. (Ly Decl. ¶85.)
15 Finally, as noted previously, Defendants contend that class claims and PAGA claims are barred
16 pursuant to the class action and PAGA waivers in the arbitration agreements signed by Plaintiffs
17 and Class Members. (Ly Decl. ¶86.)

18 e) The Risks Associated with the Waiting Time Penalties Claim

19 Plaintiffs allege that as a result of the unpaid wage claim, meal period claim, and rest period
20 claim, at the time Class Members left Defendants' employ, they were owed wages which continue
21 as a penalty. (Ly Decl. ¶87.)

22 The estimated claims values for Defendant's potential exposure are: Waiting Time
23 Penalties- \$2,180,640.00 - There are 649 former employees with an average hourly rate of \$14.00
24 an hour. (Ly Decl. ¶88.)

25 Defendants contend that no waiting time penalties can be awarded unless the failure to pay
26 wages is "willful," and that none of their actions were "willful." (Ly Decl. ¶89.) Additionally, this
27 is a derivative claim, and because the underlying claims fail, Defendants contend that waiting time
28 penalties are also not applicable. (Ly Decl. ¶90.) Finally, as noted previously, Defendants contend

1 that class claims and PAGA claims are barred pursuant to the class action and PAGA waivers in
2 the arbitration agreements signed by Plaintiffs and Class Members. (Ly Decl. ¶91.)

3 f) The Risks Associated with the PAGA Claim

4 Plaintiffs estimate that the claims value for all violations is: \$6,244,200.00 - There are a
5 total of 14,148 pay periods in the Class Period. (Ly Decl. ¶92.) If stacking is not permissible, the
6 value would be \$1,414,800.00. (Ly Decl. ¶93.) The breakdown is as follows:

7 i. Unpaid Wages-\$1,221,700.00-Based on an initial violation only and
8 12,217 pay periods with an unpaid wage claim.

9 ii. Meal Period Violations- \$1,650,600.00- Based on an initial violation only
10 and 16,506 pay periods.

11 iii. Rest Period Violations- \$707,400.00- Based on an initial violation only
12 and 7,074 pay periods.

13 iv. Tip Violations- \$1,184,800- Based on an initial violation only and
14 11,848 pay periods.

15 v. Wage Statement Violation- \$1,414,800- Based on an initial violation only
16 and 14,148 pay periods.

17 vi. Waiting Time Penalties- \$64,900- Based on 649 employees with one pay
18 period violation each. (Ly Decl. ¶94.)

19 Defendants contend that Plaintiffs’ signed arbitration agreements reduce the PAGA claims
20 to Plaintiffs’ individual PAGA claims that must proceed in arbitration. (Ly Decl. ¶95.) And, even
21 if the PAGA claims could proceed on a representative basis—which Defendants contend they
22 cannot—Defendants assert the same arguments listed above against liability for PAGA penalties.
23 (Ly Decl. ¶96.) In addition, the PAGA statute gives the Court wide latitude to reduce the amount
24 of civil penalties. Cal. Lab. Code § 2699(e)(2); see also, e.g., *Carrington v. Starbucks Corp.* (2018)
25 30 Cal. App. 5th 504, 529 (affirming trial court’s “significant reduction of the \$50 maximum
26 [PAGA] penalty (per initial violation) to the penalty imposed—[to] only \$5 per initial violation”).
27 (Ly Decl. ¶97.) Defendants further contend that no California appellate court has held that PAGA
28 penalties must be stacked. (Ly Decl. ¶98.) Indeed, Defendants point out that many courts have

specifically rejected stacking civil penalties. (*Id.*)

3. The Risk, Expense, Complexity, and Likely Duration of Further Litigation

Given the risks outlined above, the issues in this case were complex and the risk for Plaintiff and the Class Members associated with this litigation was high, given the uncertainty. (Ly Decl. ¶99.) Moreover, there is significant expense associated with the class certification process, which the parties can avoid by entering into the Settlement Agreement. (Ly Decl. ¶100.) If the Court did eventually certify the class, a class trial involving over 1,300 Class Members would require the retention of expensive expert witnesses, the accrual of extensive litigation costs, and a significant time overlay by the parties. (Ly Decl. ¶101.) Also, given the complexity, absence of controlling case law, and unsettled nature of the issues in this case it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. (Ly Decl. ¶102.) An appeal would result in further delay for the Class Members, who are waiting for a resolution. (Ly Decl. ¶103.)

4. The Risk of Maintaining Class Action Status through Trial

This case has not yet been certified to be tried as a class action. (Ly Decl. ¶104.) While Plaintiff maintains that there is strong evidence to support certification, certification is always hard fought and subject to judicial discretion. Moreover, in class actions, decertification is always a possibility. (Ly Decl. ¶105.) In attempting to certify a class, the parties would need to conduct multiple depositions, including both Plaintiff and of the person most knowledgeable regarding Defendant's policies. (Ly Decl. ¶106.) There is a risk for both sides as to what these depositions will reveal and whether they will support class certification to the extent expected. (Ly Decl. ¶107.)

5. The Amount Offered in Settlement

It was very difficult for the Parties to reach this settlement. (Ly Decl., ¶ 108). Defendant asserted that Plaintiff's claims were worth very little, if any, money and doubted that Plaintiff could certify the Proposed Class. (*Id.* at ¶ 109). The Parties reached a settlement only after months of negotiation and a careful evaluation of the records substantiating the amount of damages reasonably likely to be awarded to the class were the jury to award them the full value of their claims. (*Id.* at ¶ 110). As such, there can be no doubt that this settlement is the result of adversarial, non-collusive, and arm's-length negotiations.

1 a) Plaintiffs' Assessment of Defendant's Maximum Exposure

2 The maximum potential value of all of the claims and penalties in this matter was
3 approximately \$7,193,081.00, assuming Plaintiffs could certify a class and prevail on all their
4 claims.⁶ (Ly Decl. ¶111). The estimated value of these claims without penalties totals:
5 \$3,597,641.00. (Ly Decl. ¶113). Based on this amount, and given the risks outlined above, Class
6 Counsel determined that the settlement of \$725,000.00 was fair and reasonable. (*Id.* at ¶114).

7 Once Class Counsel was able to determine the maximum potential damages, they decided
8 on a fair and reasonable settlement for the Class considering the risks outlined above and the
9 likelihood of success on the merits. (*Id.*)

10 b) Viking River as a Consideration

11 The main driver in this Settlement was the existence of the arbitration agreements, and the
12 uncertainty created by the *Viking River* decision, which was pending at the time of settlement. (Ly
13 Decl. ¶115.) In light, of the final holding of *Viking River*, which we now have the benefit of,
14 Plaintiffs are even more confident that this was a fair and reasonable settlement. (*Id.*)

15 6. The Extent of Discovery Completed and Stage of the proceedings

16 As outlined above, Class Counsel conducted a thorough investigation into the facts of the
17 claims alleged. (Ly Decl. ¶116.) The agreement to settle did not occur until Class Counsel
18 exchanged and possessed sufficient information to make an informed judgement regarding the
19 likelihood of success on the merits and the results that could be obtained through further litigation.
20 (*Id.*)

21 7. The Experience and Views of Counsel

22 Kingsley & Kingsley is very experienced in prosecuting and defending employment
23 litigation, and the firm has focused its practice since 2000 on wage, hour, and working condition
24 violations. (Ly Decl. ¶¶117-119.) The firm is well versed in class action litigation and has
25 diligently and aggressively pursued this action. (*Ibid.*) Kingsley & Kingsley, APC currently serves

26 ⁶ The total value, as determined by Class Counsel, includes \$332,774.00 for the Proposed Class'
27 Unpaid Wage Claim, \$789,124.00 in missed meal period premiums, \$1,316,294.00 in missed
28 rest period premiums, \$1,414,800.00 in Lab. Code § 226(e) penalties, \$167,950.00 in tip pool
violations for management, \$991,500.00 for the conversion claim, and \$2,180,640.00 in
waiting time penalties pursuant to Lab. Code § 203. (Ly Decl. ¶112.)

1 as Class Counsel for dozens of pending class action lawsuits in Northern, Central, and Southern
2 California. (*Ibid.*) A list of representative cases that Kingsley & Kingsley, APC has handled is
3 included in the accompanying declaration of Liane Katzenstein Ly. (Ly Decl. ¶¶117-118.) After
4 factoring in the risks explained above, Class Counsel believes that the proposed settlement is fair
5 and reasonable. (Ly Decl. ¶119.)

6 8. The Presence of a Governmental Participant

7 There is no governmental participant in this action. (Ly Decl. ¶120.)

8 9. The Proposed Plan of Allocation Is Fair and Reasonable

9 Plans of allocation are subject to the same standard of review as class action settlements;
10 they must be “fair, adequate and reasonable.” (*See, e.g., Officers for Justice v. Civil Service*
11 *Comm’n* (9th Cir. 1982) 688 F.2d 615, 624–625, 629–630.) As detailed in the Settlement
12 Agreement, the proposed plan of allocation compensates participating Class Members on a
13 proportionate share of the Net Settlement Amount. This allocation distributes Settlement funds
14 proportionally to each class member and should therefore be approved as fair, adequate, and
15 reasonable. (Ly Decl. ¶121.)

16 10. The Reaction of the Class Members to the Proposed Settlement

17 To date, there are four (4) requests to be excluded from the proposed Settlement Agreement
18 and zero (0) objections. (Castro Decl. ¶¶11-12.) Such indicates that the reaction of Class Members
19 on the whole is positive and weighs in favor of approval.

20 **V. ENHANCEMENT TO PLAINTIFFS**

21 Plaintiffs’ Counsel request an enhancement of \$7,500.00 each (\$15,000.00 total) to the
22 Named Plaintiffs SHANE CASKEY and KALKIDAN SILER for their work on behalf of the
23 Class. (Ly Decl. ¶166.) “Courts routinely approve incentive awards to compensate named
24 plaintiffs for the services they provide and the risks they incurred during the course of the class
25 action litigation.” *Ingram v. The Coca-Cola Company*, 200 F.R.D. 685, 694 (N.D. Ga 2001)
26 (internal quotations and citations omitted); *see also Van Vranken v. Atlantic Richfield Co.*, 901 F.
27 Supp. 294, 299 (N.D. Cal. 1995). In *Coca-Cola*, the Court approved service awards of \$300,000
28 to each named plaintiff in recognition of the services they provided to the class by responding to

discovery, participating in the mediation process, and taking the risk of stepping forward on behalf of the class. *Coca-Cola*, 200 F.R.D. at 694; *see also, e.g. Van Vranken*, 901 F. Supp. at 299 (approving \$50,000 participation award to plaintiffs); *Glass v. UBS Financial Services, Inc.*, Case No. C-06-4068 MMC, 2007 WL 227862, at *17 (N.D. Cal. Jan. 26, 2007) (approving \$25,000 enhancement to each named plaintiff).

Mr. Caskey and Ms. Siler are adequate class representatives because they have diligently, adequately and fairly represented the Class and has not placed their interests above any member of the Class. (*see* Declaration of SHANE CASKEY (“Caskey Decl.”) ¶¶3-11.; Declaration of KALKIDAN SILER (“Siler Decl.”) ¶¶3-11).

Here, Class Counsel requests an enhancement for Mr. Caskey and Ms. Siler’s valiant effort and time expended in this matter. The time spent by Mr. Caskey and Ms. Siler includes identifying competent counsel, providing information to Class Counsel regarding their relevant employment experiences, compiling relevant employment documents, conducting many in person and telephone meetings and conferences with Class Counsel to discuss the status of the case and the theories of liability, maintaining regular contact with class members about the status of the case, and reviewing settlement documents. (Ly Decl. ¶167; Caskey Decl. ¶¶5-6.; Siler Decl. ¶¶5-6.)

Class Counsel considers this to be a fair and reasonable enhancement. (Ly Decl. ¶168.) The enhancement takes into consideration the time, effort, and expense incurred by Mr. Caskey and Ms. Siler in coming forward to litigate this matter on behalf of all Class Members. (Ly Decl. ¶169.) Additionally, the Named Plaintiffs were at risk for paying for Defendant’s legal fees and costs in the event that Defendant prevailed at trial. (Ly Decl. ¶170.)

VI. SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

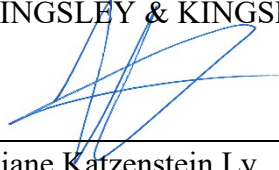
As indicated on the Proof of Service, Plaintiff’s Motion for Final Approval of Class Action Settlement (“Motion”) will be concurrently uploaded to the Labor and Workforce Development Agency’s (“LWDA”) website on the date this Motion is filed as required by statute. Proof of submission of Plaintiff’s Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached to the Declaration of Liane Katzenstein Ly as Exhibit “6.” (Ly Decl. ¶175.)

1 **VII. CONCLUSION**

2 Plaintiff respectfully submits that the proposed Settlement Agreement is fair, adequate,
3 reasonable, and in the best interest of the Class Members. Therefore, Plaintiff respectfully requests
4 that the Court (1) grant Final Approval of the Settlement Agreement and all of its terms; (2) award
5 attorneys' fees and costs in the amount detailed in the concurrently filed Motion for Attorneys'
6 Fees and Costs; (3) award IYLM Group, Inc. claims administration fees of \$17,000.00; and (4)
7 award the Named Plaintiffs an enhancement of \$7,500.00 each; and (5) enter judgment.

8 DATED: August 31, 2023

KINGSLEY & KINGSLEY, APC

9
10 By: 

11 Liane Katzenstein Ly
12 Attorneys for Plaintiff SHANE CASKEY and the
13 proposed class
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(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: **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** 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 christopherim@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