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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]

**DECLARATION OF LIANE
KATZENSTEIN LY IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT
AND MOTION FOR APPROVAL OF
ATTORNEYS' FEES AND COSTS**

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

Date: September 26, 2023

Time: 10:00 AM

Dept.: 11

**DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT AND MOTION FOR APPROVAL OF ATTORNEYS' FEES AND
COSTS**

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1. I am an attorney licensed to practice before all of the courts of the State of California. I am partner in the law firm of Kingsley & Kingsley, APC and one of the attorneys of record for Plaintiff SHANE CASKEY in the above-entitled action. I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

3. I graduated from Florida State University in 2005 with a degree in English. I graduated from University of California, Davis School of Law in 2008. I am admitted to practice before the following Courts: United States District Court, Northern, Southern, Eastern, and Central of California; all of California State Courts.

4. I have been involved in all of the settlement discussions leading to the present settlement as embodied in the Joint Stipulation of Class and Representative Action Settlement and Release of Claims (“Agreement”). A true and correct copy of the Agreement is attached hereto as Exhibit “1”.

5. 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.

6. 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

1 allege in the present class action lawsuit that Defendants' compensation practices violated the
2 Unfair Competition Act and various Labor Code provisions, entitling Plaintiffs and similarly
3 situated employees of Defendants to damages, restitution, injunctive relief, and civil penalties
4 under the Private Attorneys General Act (PAGA).

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

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

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

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

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

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

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

22 14. Plaintiff Caskey filed a representative PAGA action on December 22, 2020, seeking
23 civil penalties for violations of Labor Code sections 201, 202, 203, 226, 351, 353, 510, 1194,
24 1194.2, and 1199.

25 15. Plaintiff Caskey alleges Defendants failed to pay all wages and/or overtime owed,
26 pay all wages due at the time of termination or resignation, provide accurate itemized wage
27 statements, and keep records of all received gratuities, and engaged in unlawful taking and
28 crediting of gratuities.

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

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

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

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

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

18 21. On August 21, 2020, Plaintiff gave notice to the LWDA of Defendants’ violations
19 of the California Labor Code and IWC Wage Order number 5, seeking remedies for violation of
20 Los Angeles Municipal Code sections 187.00 *et seq.* and 188.00 *et seq.* and Labor Code sections
21 201-204, 221, 224, 226(a), 226.3, 233, 245, 247.5, 227.3, 351, 353, 354, 1174(d), 1182.12, 1194,
22 1197, 1197.1, 1198, 1198.5, 2802 and 2810.5.

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

27 23. Plaintiffs allege Defendants maintain an unlawful policy and practice of
28 discouraging and or impeding employees from obtaining access to their employee file, including

1 tip-pooling contracts. Plaintiffs contend that Defendants have not kept accurate records of all
2 gratuities received by it. Instead, Plaintiffs contend that Defendants kept the tip pool distribution
3 confidential to employees, with only management knowing how the distribution works, as they
4 are ultimately in charge of distributing the tip pool. Plaintiffs allege Defendants unlawfully
5 distributed tips to individuals not in the line of service, in violation of California law.

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

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

21 26. Although Plaintiff Caskey did not include meal break violations as a basis for its
22 PAGA action, he claims he too suffered from Defendants' failure to provide him with timely,
23 uninterrupted 30-minute meal periods. Counsel for Plaintiff Caskey represents other former
24 employees, some of whom claim they have also suffered meal and rest period violations.

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

28 28. Pursuant to Labor Code § 2699.3(a)(2)(A), after the sixty-five-day waiting period

1 to commence a civil action as though the LWDA had not chosen to investigate lapses, Plaintiff
2 Caskey filed a Complaint for Damages against Defendant Joey Restaurant (Woodland Hills) Inc.
3 in the Los Angeles Superior Court, Case No. 20STCV48840 entitled *SHANE CASKEY, on behalf*
4 *of the State of California, as a private attorney general, Plaintiff, v. JOEY RESTAURANT*
5 *(WOODLAND HILLS) INC.; and DOES 1 thru 50, inclusive, Defendants* on December 22, 2020.

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

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

21 **THE DISCOVERY PROCESS**

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

24 32. Defendants provided Plaintiffs' counsel with pertinent data for the Class Members
25 and PAGA Members so that the Parties could fully investigate the claims at issue and understand
26 their strengths and weaknesses.

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

34. 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.

PRELIMINARY APPROVAL

SETTLEMENT

38. 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.”

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

13 40. Plaintiffs now request final approval of the allocation of the Gross Settlement
14 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 <i>(with \$7,500.00 being allocated to each Named Plaintiff)</i>
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):	\$	17,000.00
Net Settlement Amount:	\$	396,333.33

19 **CLASS NOTICE**

22 41. The Court approved the proposed Class Notice, and directed the mailing of the
23 Notice by first-class mail to Class Members in accordance with the proposed implementation
24 schedule.

25 **THE COURT SHOULD ORDER FINAL APPROVAL OF THE SETTLEMENT**

26 42. All settlement discussions were made by experienced and informed counsel, who
27 believe that this settlement represents a favorable resolution for the Class Members.

28 43. The settlement negotiations have been, at all times, adversarial and non-collusive,

1 with the aid of a mediator, and no self-dealing or other type of misconduct by either side has taken
2 place.

3 44. Second, the Parties engaged in formal and informal discovery that permitted Class
4 Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.

5 45. Defendant produced time and pay data and policy documents informally for
6 purposes of settlement.

7 46. This included the time punch data for all non-exempt employees for the period of
8 January 1, 2017 to October 10, 2021 and payroll data for all non-exempt employees for the period
9 of October 10, 2016 to October 10, 2021.

10 47. Receipt of appropriate discovery allowed Class Counsel to fairly evaluate the
11 exposure and risks associated with each claim alleged in the lawsuit.

12 48. Third, Class Counsel have significant experience in cases of this type, including
13 several years prosecuting wage, hour, and working condition violations.

14 49. Class Counsel is thus qualified to evaluate the class claims and viability of the
15 defenses. Class Counsel believes that the settlement is fair, reasonable, adequate, and in the best
16 interests of the class and that the average recovery for each Class Member of over \$300.00 is
17 substantial, given the risks inherent in litigation and the defenses asserted.

18 **CLASS COUNSEL'S KULLAR ANALYSIS**

19 50. The proposed settlement satisfies each of these factors.

20 51. Class Counsel conducted formal and informal discovery before entering into
21 meaningful settlement negotiations in this matter. This discovery permitted Class Counsel to fairly
22 evaluate the strength of the case and the risks associated with ongoing litigation. The Parties also
23 engaged in meaningful discovery prior to mediation. Class Counsel is experienced in handling
24 wage and hour class actions and, after weighing all of the following factors, supports this
25 Settlement Agreement.

26 52. Based on the data supplied by Defendants, there are approximately 1,000 class
27 members who worked 14,148 pay periods during the period covered by the settlement reached at
28 mediation, which covers October 15, 2019 to March 28, 2022, a roughly 2 ½ year period. The time

1 period is limited due to Defendants' mandatory arbitration policy. As part of their onboarding
2 process, employees, including Plaintiffs, signed mandatory arbitration contracts with class action
3 and PAGA representative action waivers. The mediation took place while the *Viking River*
4 decision was pending before the United States Supreme Court. Plaintiffs took the position at the
5 mediation that PAGA claims were viable but the class waivers would likely nullify the viability of
6 the class damages. Defendants took the position at mediation that *Viking River* would nullify class
7 and PAGA representative damages and that only Plaintiffs' individual PAGA claims were
8 potentially viable and subject to arbitration pursuant to Plaintiffs' signed arbitration agreement.
9 Defendants also asserted that Plaintiffs' exposure analysis for civil penalties under PAGA is more
10 than double what is possible to be awarded as Plaintiffs applied the higher "subsequent" violation
11 civil penalty, when case law counsels that "subsequent" civil penalties can only be awarded when
12 there has been a prior Labor Commissioner citation or civil court judgment on the same violation.

13 **The Risks Associated with the Wages/Overtime Claim**

14 53. Plaintiffs contend that Defendants engaged in wage theft through manipulation of
15 employees' timecards. Plaintiffs determined that there were approximately 47,539 shifts with
16 anomalies in the punches that Plaintiffs allege could have been the result of time editing. Plaintiffs
17 allege that the Class Members did not actually take meal periods on these shifts, and the records
18 were altered to include a meal break punch when no punch was actually entered by the employee.

19 54. The estimated claims values for Defendant's potential exposure are \$332,773.00.
20 There are 47,539 potentially violative shifts, where Plaintiffs assumed thirty minutes of unpaid
21 wages at the average hourly rate of \$14.00 per hour.

22 55. Defendants contend that Class Members were provided with the opportunity to take
23 all eligible meal breaks pursuant to Defendants' compliant policies and that Class Members were
24 not required to work through meal breaks. Defendants assert that there is no evidence that
25 Defendants altered any employee's timecard and that Plaintiffs' claims in this regard are entirely
26 speculative.

27 56. Based on this, Defendants contend that there is significant risk that Plaintiffs'
28 claims cannot be certified on a class basis and that liability will be difficult to prove.

1 57. Finally, Defendants contend that class claims and PAGA claims are barred pursuant
2 to the class action and PAGA waivers in the arbitration agreements signed by Plaintiffs and Class
3 Members.

4 **The Risks Associated with the Meal and Rest Period Claim**

5 58. Plaintiff Siler alleged Defendants required servers to work through rest and meal
6 breaks to cover other servers' tables. In fact, on one occasion Plaintiff Siler contends that
7 Defendants wrote Plaintiff Siler up for taking a break.

8 59. Although Plaintiff Caskey did not include meal break violations as a basis for his
9 PAGA action, he contends that he too suffered from Defendants' failure to provide him with
10 timely, uninterrupted 30-minute meal periods.

11 60. Again, the same 47,539 shifts are the ones Plaintiffs allege are actually meal period
12 violations and there were an additional 8,827 shifts that had a meal violation and no penalty paid.

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

16 62. Rest break premiums: \$1,316,294.00 – There were 94,021 shifts eligible for a rest
17 period in the Class Period. We assumed a 100% violation rate on rest periods, but based on
18 conversations with Class Members, 50% is probably more likely.

19 63. Defendants contend that Class Members were provided with the opportunity to take
20 all eligible meal and rest breaks pursuant to Defendants' compliant policies and that Class
21 Members were not required to work through meal or rest breaks.

22 64. Defendants contend that the law does not require employers to police meal and rest
23 breaks, and that team members were independently motivated by a desire to increase gratuities and
24 therefore voluntarily decided to not take breaks despite Defendants' compliant policies.

25 65. Defendants also contend that team members could take start of the shift meal breaks
26 and that Defendants paid meal and rest break premiums. Staff were also required to sign an
27 attestation that breaks were received.

28 66. In addition, meal and rest period cases where the policies are compliant are

1 notoriously hard to certify.

2 67. For these reasons, Defendants placed little to no value on these claims.

3 68. Finally, as noted previously, Defendants contend that class claims and PAGA
4 claims are barred pursuant to the class action and PAGA waivers in the arbitration agreements
5 signed by Plaintiffs and Class Members.

6 **The Risks Associated with the Wage Statement Claims**

7 69. Plaintiffs and the aggrieved employees were issued wage statements that do not
8 properly indicate all applicable hourly rates in effect for overtime or gross wages earned. This is a
9 derivative claim.

10 70. The estimated claims values for Defendant's potential exposure are as follows:
11 Wage Statement Violations - \$1,414,800.00- Plaintiffs calculated the PAGA exposure based on
12 14,148 pay periods with violations identified by Plaintiffs' expert statistician.

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

16 72. Defendants also contend that to award statutory penalties under section 226(e),
17 Plaintiffs would need to show that Defendants "knowingly and intentionally" issued deficient
18 wage statements, and that they did not do so.

19 73. For these reasons, Defendants contend that Plaintiffs cannot establish class
20 certification or liability for this derivative claim.

21 74. Finally, as noted previously, Defendants contend that class claims and PAGA
22 claims are barred pursuant to the class action and PAGA waivers in the arbitration agreements
23 signed by Plaintiffs and Class Members.

24 **The Risks Associated with the Unfair Competition, Conversion, and**
25 **Violations Under PAGA – Tip Violation**

26 75. Plaintiffs allege Defendants had an unlawful tip pool because management and
27 supervisors received tips. Further, the percentages of each participant are kept secret, as are the
28 categories of employees shared in the pool.

1 76. Plaintiffs contend that Defendants’ inconsistent, unfair, inequitable, and unlawful
2 tip distribution policy has resulted in Plaintiffs and all aggrieved employees not receiving all their
3 earned tips, in violation of Labor Code section 351.

4 77. Plaintiff Caskey also alleged that manager level employees (shift leads) who were
5 included in the tip pool should not have been legally tipped out.

6 78. Tip Pool Violation for management- \$167,950 – This was the hardest claim to
7 evaluate. There are 11,848 pay periods where a Class Member earned a tip and this amounts to
8 99,150 shifts with tips. There are 3,359 shifts worked by shift leads. Based on the average tip
9 out amounts, Plaintiff felt that \$50.00 was a fair number to assume tipped employees “overpaid”
10 to the tip pool for shift leaders per shift.

11 79. Conversion Claim- \$991,500.00-For the claim that the tip pool was not properly
12 disclosed and the percentage was too high, Plaintiff assumed that an additional \$10.00 per
13 employee, per shift (99,150) was unlawfully tipped out.

14 80. Defendants contend that proper notice was given to staff regarding the tip pool
15 percentages, that it is lawful to base tip pool contributions on percentage of sales under the law
16 and industry practices, and that the tip pool percentages remained the same throughout the period
17 at issue beginning on October 15, 2019.

18 81. Defendants also contend that no manager or agent of Defendants participated in
19 the tip pool.

20 82. Rather, tip pool participants were exclusively non- exempt employees in the
21 chain of service, including shift leads who worked alongside bartenders and servers, and thus
22 could legally participate in the tip pool.

23 83. Specifically, Defendants argued the situation is like *Chau v. Starbucks Corp.*, 174
24 Cal. App. 688 (2009), where the Court found that shift-supervisors could participate in tip-
25 pooling.

26 84. Defendants further contend that, notwithstanding that their tip pool was limited to
27 eligible participants under the governing law, they changed the policy regarding who was
28 included in the tip pool over time.

1 85. For these reasons, Defendants contend that there is significant risk that Plaintiffs'
2 claims based on tip pooling cannot be certified on a class basis and that liability will be difficult
3 to prove.

4 86. Finally, as noted previously, Defendants contend that class claims and PAGA
5 claims are barred pursuant to the class action and PAGA waivers in the arbitration agreements
6 signed by Plaintiffs and Class Members.

7 **The Risks Associated with the Waiting Time Penalties Claim**

8 87. Plaintiffs allege that as a result of the unpaid wage claim, meal period claim, and
9 rest period claim, at the time Class Members left Defendants' employ, they were owed wages
10 which continue as a penalty.

11 88. The estimated claims values for Defendant's potential exposure are: Waiting Time
12 Penalties- \$2,180,640.00 - There are 649 former employees with an average hourly rate of \$14.00
13 an hour.

14 89. Defendants contend that no waiting time penalties can be awarded unless the failure
15 to pay wages is "willful," and that none of their actions were "willful."

16 90. Additionally, this is a derivative claim, and because the underlying claims fail,
17 Defendants contend that waiting time penalties are also not applicable.

18 91. Finally, as noted previously, Defendants contend that class claims and PAGA
19 claims are barred pursuant to the class action and PAGA waivers in the arbitration agreements
20 signed by Plaintiffs and Class Members.

21 **The Risks Associated with the PAGA Claim**

22 92. Plaintiffs estimate that the claims value for all violations is: \$6,244,200.00 - There
23 are a total of 14,148 pay periods in the Class Period.

24 93. If stacking is not permissible, the value would be \$1,414,800.00.

25 94. The breakdown is as follows:

26 i. Unpaid Wages-\$1,221,700.00-Based on an initial violation only and
27 12,217 pay periods with an unpaid wage claim.

28 ii. Meal Period Violations- \$1,650,600.00- Based on an initial violation only

and 16,506 pay periods.

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

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

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

vi. Waiting Time Penalties- \$64,900- Based on 649 employees with one pay period violation each.

95. Defendants contend that Plaintiffs' signed arbitration agreements reduce the PAGA claims to Plaintiffs' individual PAGA claims that must proceed in arbitration.

96. And, even if the PAGA claims could proceed on a representative basis—which Defendants contend they cannot—Defendants assert the same arguments listed above against liability for PAGA penalties.

97. In addition, the PAGA statute gives the Court wide latitude to reduce the amount of civil penalties.

98. Defendants further contend that no California appellate court has held that PAGA penalties must be stacked. Indeed, Defendants point out that many courts have specifically rejected stacking civil penalties.

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

99. 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.

100. Moreover, there is significant expense associated with the class certification process, which the parties can avoid by entering into the Settlement Agreement.

101. 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.

102. Also, given the complexity, absence of controlling case law, and unsettled nature

1 of the issues in this case it is likely that any outcome at trial would have resulted in a lengthy and
2 costly appeal.

3 103. An appeal would result in further delay for the Class Members, who are waiting for
4 a resolution.

5 **The Risk of Maintaining Class Action Status Through Trial**

6 104. This case has not yet been certified to be tried as a class action.

7 105. While Plaintiff maintains that there is strong evidence to support certification,
8 certification is always hard fought and subject to judicial discretion. Moreover, in class actions,
9 decertification is always a possibility.

10 106. In attempting to certify a class, the parties would need to conduct multiple
11 depositions, including both Plaintiff and of the person most knowledgeable regarding Defendant's
12 policies.

13 107. There is a risk for both sides as to what these depositions will reveal and whether
14 they will support class certification to the extent expected.

15 **The Amount Offered in Settlement**

16 108. It was very difficult for the Parties to reach this settlement.

17 109. Defendant asserted that Plaintiff's claims were worth very little, if any, money and
18 doubted that Plaintiff could certify the Proposed Class.

19 110. The Parties reached a settlement only after months of negotiation and a careful
20 evaluation of the records substantiating the amount of damages reasonably likely to be awarded to
21 the class were the jury to award them the full value of their claims.

22 111. The maximum potential value of all of the claims and penalties in this matter was
23 approximately \$7,193,081.00, assuming Plaintiff could certify a class and prevail on all their
24 claims.

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

1 \$2,180,640.00 in waiting time penalties pursuant to Lab. Code § 203.

2 113. The estimated value of these claims without penalties totals: \$3,597,641.00.

3 114. Based on this amount, and given the risks outlined above, Class Counsel
4 determined that the settlement of \$725,000.00 was fair and reasonable. Once Class Counsel was
5 able to determine the maximum potential damages, they decided on a fair and reasonable
6 settlement for the Class considering the risks outlined above and the likelihood of success on the
7 merits.

8 115. The main driver in this Settlement was the existence of the arbitration agreements,
9 and the uncertainty created by the *Viking River* decision, which was pending at the time of
10 settlement. In light, of the final holding of *Viking River*, which we now have the benefit of,
11 Plaintiffs are even more confident that this was a fair and reasonable settlement.

12 **The Extent of Discovery Completed and Stage of the Proceedings**

13 116. As outlined above, Class Counsel conducted a thorough investigation into the facts
14 of the claims alleged. The agreement to settle did not occur until Class Counsel exchanged and
15 possessed sufficient information to make an informed judgement regarding the likelihood of
16 success on the merits and the results that could be obtained through further litigation.

17 **ATTORNEY COMPETENCE**

18 117. Kingsley & Kingsley is experienced in prosecuting employment litigation, and
19 since 2000 we have focused a substantial percentage of our practice on complex wage, hour, and
20 working condition violations. My firm is extremely well-versed in class action litigation and has
21 diligently and aggressively pursued this action. Kingsley & Kingsley currently serves as class
22 counsel for dozens of pending class action lawsuits in Northern, Central, and Southern California.
23 Below is a small but representative sampling of wage and hour class cases handled by my firm:

24 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
25 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
26 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.

27 b. *Daniel v. Network Management Corp.* (No. BC274004, L.A. Super. Ct.) In
28 September 2003, the court granted final approval of Settlement in the gross amount

of \$475,000 and the court approved the attorneys' fee request of 30%.

c. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2005, Honorable Rita Miller granted final approval of Settlement in the gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.

d. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Honorable Conrad R. Aragon granted final approval of Settlement in the gross amount of \$1,000,000 and the court granted attorneys' fees request of 30%.

e. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March 2008, the Honorable Mary Thornton House granted final approval of Settlement in the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of 33 1/3%.

f. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.

g. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Honorable James P. Kleinberg granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.

h. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No. BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund granted final approval of Settlement in the gross amount of \$4,700,000.00, and the court granted attorneys' fees request of 38%.

i. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Honorable William F. Highberger granted final approval of Settlement in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of 33.33%.

j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super.

Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of \$995,000.00, and the court granted attorney's fees request of 33.33%.

k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P. Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's fees.

l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorney's fees request of 33.33%.

m. *Pineda, et al. v. Grimmway Enterprises, Inc.*, (No. BCV-15-101333, Kern Super. Ct.) In January 2018, the Hon. Stephen D. Schuett granted final approval of Settlement in the gross amount of \$9,000,000 with attorneys' fees request of 33.33%.

118. Kingsley & Kingsley, APC filed its first motion for class certification in the year 2000 and since that time has been appointed class counsel on dozens of wage and hour class actions that have been approved for class certification. Since 2012, Kingsley & Kingsley, APC has moved for class certification in 17 matters and has successfully obtained class certification in 15 of those cases. A brief sampling of which includes:

a. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley & Kingsley class counsel).

b. *Amaro et al. v Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed Kingsley & Kingsley co-class counsel).

c. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed

Kingsley & Kingsley class counsel).

d. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16C0214).
contested class certification granted in June 2020.

e. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court
(BCV-16-102833), contested class certification granted in 2018.

f. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544),
contested class certification granted in June 2020.

g. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876),
contested class certification granted in August 2020.

119. After factoring in the risks explained above, Class Counsel believes that the
proposed settlement is fair and reasonable.

120. There is no governmental participation in this action.

121. This allocation distributes Settlement funds proportionally to each class member
and should therefore be approved as fair, adequate, and reasonable.

ATTORNEYS' FEE AWARD

122. As detailed fully in the Agreement and set forth above, the Agreement provides for
Defendant to create a Gross Settlement Amount of \$725,000.00. From that fund, Plaintiff requests
an award of attorneys' fees in the amount of \$241,666.67, or 1/3 of the Gross Settlement Amount
created on behalf of members of the Class.

123. In addition to the complexity of this case, Class Counsel has borne the entire risk
and costs of this litigation during the entire time that it has been pending, all on a pure contingency
basis. Through the investment of substantial effort and resources, Class Counsel has secured an
outstanding Settlement on behalf of the members of the Class. Defendant vigorously contested
liability, the amount of claimed damages, and the propriety of class certification. It is this kind of
situation, involving complex issues, that has been recognized as justifying a substantial attorney
fee award.

124. I am very familiar with the contingent fee market throughout California and in the
Los Angeles County area, particularly as it pertains to complex employment, wage and hour, and

1 class action litigation. On behalf of my firm, I have negotiated numerous contingency fee
2 agreements with plaintiffs, both as individuals and as representatives in class action suits. Many
3 of those agreements provided that counsel will receive a fee that is between 33% and 40% of any
4 recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred
5 out of the recovery amount. The Named Plaintiffs in this action signed a contingency fee
6 agreement that stated that counsel would be able to make a fee of up to 40% of any recovery if the
7 case settles. These are typical and standard percentages in employment-related contingency
8 agreements throughout California. Indeed, in my opinion, the Class Members in this complex
9 wage and hour case could not have retained competent counsel in California, particularly with the
10 considerable skill and expertise of my firm, for any amount significantly less than the contingency
11 fee percentage provided in this retainer agreement. Class Counsel has never been paid any money
12 for attorneys' fees in this case and has advanced all costs.

13 125. There are always risks attendant to billing cases on a contingency basis. Those
14 risks are even higher in the current economic climate. Kingsley & Kingsley bills the vast majority
15 of its cases on contingency, and has been affected by recent bankruptcy filings. In three separate
16 cases, *Lozoya v. Shore House Café, Inc.*, No. 30-2008-00082103-CU-OE-CJC (Orange Super. Ct.
17 filed Mar. 7, 2008) and *Davis v. Crossfire Marketing Group, LLC*, No. CIVRS1207797 (San
18 Bernardino Super. Ct. filed October 5, 2012), the defendants both filed for bankruptcy protection
19 in June 2011 and January 2015 after years of litigation. My firm advanced costs and incurred
20 thousands of dollars in fees that will never be recovered.

21 126. Additionally, there are cases where Class Counsel takes on the extreme risk of
22 attempting to certify a class case, often times turning down class or individual settlement offers
23 that Class Counsel feels are not in the best interest of the class, only to lose class certification and
24 the costs and fees associated with the litigation. *See e.g., Prosad v. Del Taco Restaurant Services,*
25 *Inc.*, No. BC426538 (L.A. Super. Ct. filed Nov. 2009); *Perez v. Safelite Group, Inc.*, CV-10-8653-
26 RGK(FFMx) (C.D. Cal. filed October 5, 2010).

27 127. When Class Counsel's motions for class certification are denied, Class Counsel
28 often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*,

1 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct.
2 App. 2012)) and other times Class Counsel is unsuccessful (*Prosad v. Del Taco Restaurant*
3 *Services, Inc.*, No. B238605 (CA. Ct. App. 2012)).

4 128. In addition to appealing class certification denials, Kingsley & Kingsley has been
5 involved in numerous lengthy and protracted appeals process before the California Court of
6 Appeal, the Ninth Circuit, the Seventh Circuit, and the United States Supreme Court. Our firm
7 specifically has taken and lost some issues on appeal that required the write-off of significant legal
8 fees. Also, our firm has been successful on appeal and overturned unfavorable lower court rulings
9 or successfully fought to have successful rulings affirmed. Below is just a sample of some of these
10 appeals:

- 11 a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
12 pharmaceutical sales representatives are exempt employees affirmed);
- 13 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower
14 court ruling in employer's favor that certain employees can share in mandatory tip
15 pool affirmed);
- 16 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
17 ruling in employer's favor that certain employees can share in mandatory tip pool
18 affirmed);
- 19 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
20 employer's favor approving employer's commission pay plan affirmed) ;
- 21 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
22 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
23 employees affirmed);
- 24 f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling
25 that pharmaceutical sales representatives are exempt employees affirmed);
- 26 g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26,
27 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores*
28 *California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court

granted employer's motion to compel arbitration, Court of Appeal reversed, U.S. Supreme Court affirmed lower court);

h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App. Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L. Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel arbitration affirmed);

i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb. 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration affirmed);

j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing in part and affirming in part trial courts order compelling arbitration);

k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing summary judgement in favor of employer on wage statement claim);

l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8, 2018) (affirming judgement for employees after bench trial);

m. *Kim v. Reins International California*, Case No. S246911. Oral argument was held before the California Supreme Court on January 6, 2020 and a decision was published in March 2020.

129. Unlike plaintiffs' firms, which bear the risk of loss on contingency cases, defense firms are able to bill their clients for time spent on a case. As verified by a survey conducted by the National Law Journal nearly a decade ago, six California firms provided their hourly billing rates and of the six firms, five regularly charged in excess of \$500 for their partners. In fact, four of these firms charged as high as \$600, \$620, \$650 and up to \$850 per hour. These firms are located in Orange County, Los Angeles County, San Francisco County, and San Diego County. This survey is attached hereto as Exhibit 2.

130. While plaintiffs' firms strive to take on cases that are meritorious (for ethical as well as monetary reasons), as this Court knows, many of these cases hinge on the decision of class certification. Recently, there has been a renewed effort by defense counsel and/or their clients to

1 challenge these cases and to push back, especially on certification motions. In addition, many
2 novel legal issues have gone up on appeal, which has complicated the landscape for settlement.

3 **CLASS COUNSEL’S HOURS AND HOURLY RATES ARE REASONABLE**

4 131. Class Counsel’s aggregate lodestar amounts to \$227,667.83 (with future hours),
5 which represents 367.77 hours of attorney work on this litigation incurred from its inception
6 through the filing of Plaintiff’s Motion for Final Approval. Kingsley & Kingsley incurred
7 \$95,199.50 in attorneys fees for 153.8 hours, with ten (10) hours of this total being future hours.

8 132. As such, Class Counsel is asking for a multiplier of 1.06.

9 133. The amount of time spent on this case (nearly 368 hours to date), which culminated
10 in a very favorable proposed Settlement for the Class, is reasonable given the complexity and
11 novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and
12 the exceptional results obtained.

13 134. Class Counsel litigated this action with great efficiency in light of the amount of
14 work required to achieve the Settlement.

15 135. The requested hourly rates in this case range from \$440.00 per hour to \$990.00.

16 136. Class Counsel’s hourly rates are fully supported by their experience and reputation
17 in handling complex employment litigation, including wage and hour class actions.

18 137. Mr. Kingsley is a 25+ year attorney with expertise in wage and hour class action
19 lawsuits.

20 138. He has litigated several hundred such cases, including at the appellate level at the
21 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of
22 Appeal.

23 139. He is also a prolific speaker at various seminars on employment law and has
24 contributed to legal publications on employment topics.

25 140. In light of the impending increase of experienced lawyers in specialized practice, I
26 believe that the hourly rates charged by my firm are fair and reasonable and are comparable to or
27 less than those charged by my colleagues in California and the national market for prosecuting or
28 defending class actions.

1 141. My office billed for the following three attorneys for work performed on this case:
2 Eric Kingsley, Jessica Adlouni, and me.

3 142. I am a partner at Kingsley & Kingsley, APC, has a billing rate of \$715 per hour. I
4 am an honors graduate of Florida State University, and received my JD from University of
5 California Davis School of Law in 2008, where I was an editor of the Environmental Law Journal
6 and a board member of the King Hall Negotiations Team.

7 143. Jessica Adlouni is an Associate Attorney at Kingsley & Kingsley, APC. She is
8 billed at \$440 per hour. Ms. Adlouni obtained her Bachelor of Arts from UCLA and her juris
9 doctor from UCLA School of Law in May 2019.

10 144. Kingsley & Kingsley, APC and Vision Legal, Inc. have entered into a written fee
11 sharing agreement that was also signed by the named Plaintiffs.

12 145. Kingsley & Kingsley, APC and Dadgostar Law LLP have entered into a written fee
13 sharing agreement that was also signed by Plaintiff Shane Caskey.

14 146. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross*
15 *New Mark: \$1,500 an Hour* states that “a review of filings over the past three months in about two
16 dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an
17 hour, with top rates at several large law firms exceeding \$1,400.” The article also explains that
18 “despite low inflation and weak demand for legal services, rates at large corporate law firms have
19 risen by 3% to 4% a year since the economic downturn.” Finally, the article notes that “the average
20 highest rate paid for law-firm partners was \$875 an hour in 2015.” This article is attached hereto
21 as Exhibit 3.

22 147. Class Counsel’s charged rate are commensurate with the prevailing market rates in
23 Los Angeles County for attorneys of comparable experience and skill handling complex litigation.

24 148. Class Counsel’s rates in calculating the lodestar are the same rates charged to non-
25 contingent hourly clients and thus necessarily reflect the current market value of counsel’s legal
26 services.

27 149. Class Counsel made all reasonable attempts to avoid duplication of assignments
28 and to assign tasks to timekeepers at the appropriate billing rates.

150. Finally, Class Counsel's rates are in line with the 2022-2023 Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$997, a reasonable rate for an attorney with 14 years of experience, such as Ms. Ly and Ms. Szamet, is \$829, a reasonable rate for an attorney with 4 years of experience, such as Ms. Adlouni, is \$508. A true and correct copy of the 2022-2023 Adjusted Laffey Matrix is attached hereto as Exhibit 4.

151. Kingsley & Kingsley's attorneys' fees in the present case are broken down as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	11.5	\$990.00	\$11,385.00
Liane Katzenstein Ly	77.1	\$715.00	\$55,126.50
<u>Jessica Adlouni</u>	65.2	\$440.00	\$28,688.00
KINGSLEY TOTAL ATTORNEYS' FEES	153.8		\$95,199.00¹
<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Hirad Dadgostar	40.0	\$750.00	\$30,000.00
DADGOSTAR LAW, LLP TOTAL ATTORNEYS' FEES	40.0		\$30,000.00²
<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Tina Mehr	173.97	\$589.00	\$102,468.33

¹ The Total Attorneys' Fees does include Class Counsel's anticipated 10 hours of future time to handle the final approval hearing in July and to oversee the administration process.

² The Total Attorneys' Fees for Dadgostar Law, LLP includes anticipated 5 hours of future time to prepare for and attend the Final Approval Hearing and to oversee the administration process.

VISION LEGAL TOTAL			
ATTORNEYS' FEES	173.97		\$102,468.33³

152. In conjunction with Vision Legal and Dadgostar Law, Kingsley & Kingsley, APC has spent significant time extensively investigating, researching, and litigating this matter, including but not limited to the following:

- a. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;
- b. researching employer and related causes of action;
- c. researching other pending and former matters against Defendant;
- d. fact development and investigating Defendant's ownership structure
- e. researching and analyzing relevant claims under B&P 17200;
- f. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;
- g. regular meetings and or communicating with the Named Plaintiffs;
- h. regular meetings and or communicating with Co-Counsel;
- i. drafting pleadings (Complaints, Motion for Preliminary Approval, various documents related to Preliminary Approval, Motion for Final Approval, various documents related to Final approval, etc.);
- j. researching private right of action and various impact on class actions;
- k. interviewing and obtaining declarations from Class Members;
- l. preparing for and attending mediation;
- m. discussing issues related to damage model calculations;
- n. preparing and analyzing damage models;
- o. negotiating the terms of the settlement;
- p. reviewing and making changes to the Agreement;
- q. drafting and editing all documents for Preliminary and Final Approval;
- r. monitoring Notice and settlement administration procedures;

³ The Total Attorneys' Fees for Vision Legal includes anticipated 10 hours of future time to prepare for and attend the Final Approval Hearing and to oversee the administration process.

s. coordinating and overseeing all aspects of the administration of the Agreement (review documentation, approve form and content, etc.); and multiple communications with defense counsel.

153. Based on the aggregate lodestar, Class Counsel is requesting a multiplier of 1.06.

154. I believe the request for attorneys' fees in the amount of \$241,666.67 is fair and reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the exceptional results obtained. As explained above, Class Counsel's diligent litigation efforts and experience led to an outstanding settlement.

FACTORS THAT SUPPORT THE APPROVAL OF A MULTIPLIER

155. This case dealt with difficult legal and factual questions. Significantly, the risk attendant to the underlying claims in this matter was great considering Defendant's defenses. As discussed in detail in the extensive risk analysis section in Plaintiff's Motion for Preliminary Approval of Settlement and will be discussed in Plaintiff's forthcoming Motion for Final Approval of Class Action Settlement, were this case to proceed, Defendant would have a strong incentive to litigate tenaciously. There are genuine issues in dispute such as the classification of employees, federal pre-emption issues, and the potential variability across each boat with respect to meal and rest periods.

156. As discussed above and in the Declarations of Hiran Dadgostar and Tina Mehr, Class Counsel are skilled wage and hour practitioners with decades of experience who diligently prepared and litigated this matter as discussed.

157. To achieve the ultimate result in this case, Co-lead Class Counsel had to incur substantial risk and expense, and were precluded from taking other fee generating employment for 367.77 hours of attorney time.

158. This matter had been handled purely on a contingency fee basis and Class Counsel have advanced many thousands of dollars in costs while deferring all payment of fees, with no guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting significant firm resources to prosecution of this matter.

159. Class Counsel believe this is an exceptional result that has been well received by

1 Settlement Class Members.

2 **ATTORNEY COSTS**

3 160. Class Counsel further request reimbursement of the reasonable out-of-pocket
4 expenses advanced and/or incurred by them in connection with this litigation, in the amount of
5 \$30,000.00.

6 161. To date, Kingsley & Kingsley and Vision Legal have incurred a combined
7 \$22,615.49 in costs.

8 162. Class Counsel anticipates incurring an additional \$600.00 in costs to file, serve,
9 and copy this motion; to prepare for and attend the hearing; and for future copy charges, however,
10 pursuant to the Agreement, Class Counsel shall not seek an amount in excess of \$30,000.00 for
11 litigation costs.

12 163. As such, Class Counsel is requesting a cost reimbursement of \$30,000.00.

13 164. All of the requested costs are reasonable in amount and were necessarily incurred
14 by Class Counsel in prosecuting this litigation.

15 165. Expenses in this matter to date include costs for filing fees, research, mediation,
16 employment of a database expert to synthesize the tens of thousands of lines of payroll and
17 timekeeping data produced by Defendant to assist with preparation of Plaintiff's damage model,
18 and additional costs for the prosecution of this case. All of these costs have been incurred in the
19 course of this litigation, and all costs advanced have already been paid by Class Counsel.

20 **THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED**

21 166. Plaintiffs' Counsel request an enhancement of \$7,500.00 each (\$15,000.00 total) to
22 the Named Plaintiffs SHANE CASKEY and KALKIDAN SILER for their work on behalf of the
23 Class.

24 167. The time spent by Mr. Caskey and Ms. Siler includes identifying competent
25 counsel, providing information to Class Counsel regarding their relevant employment experiences,
26 compiling relevant employment documents, conducting many in person and telephone meetings
27 and conferences with Class Counsel to discuss the status of the case and the theories of liability,
28 maintaining regular contact with class members about the status of the case, and reviewing

1 settlement documents.

2 168. Class Counsel considers this to be a fair and reasonable enhancement.

3 169. The enhancement takes into consideration the time, effort, and expense incurred by
4 Mr. Caskey and Ms. Siler in coming forward to litigate this matter on behalf of all Class Members.

5 170. Additionally, the Named Plaintiffs were at risk for paying for Defendant's legal
6 fees and costs in the event that Defendant prevailed at trial.

7 171. The Class has benefited from Mr. Caskey's and Ms. Siler's action in stepping
8 forward on their behalf to bring this lawsuit.

9 172. Further, The Class Notice disclosed the enhancement award. (*See* Agreement Ex. 1
10 [class notice], p. 3.)

11 173. As of today, no Class Member has objected to the proposed enhancement.

12 174. Under the circumstances, a representative payment of \$15,000.00 (with \$7,500.00
13 to each Named Plaintiff) is justified and the Court should award this payment to SHANE CASKEY
14 and KALKIDAN SILER from the Gross Settlement Amount as provided in the Agreement.

15 **PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT**

16 **AGENCY**

17 175. As indicated on the Proof of Service, Plaintiff's accompanying Motion for Final
18 Approval of Attorneys' Fees and Costs ("Motion") was uploaded to the Labor and Workforce
19 Development Agency's ("LWDA") website on the date this Motion was filed. Proof of submission
20 of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming
21 receipt is attached hereto as Exhibit "6".

22 **EXHIBITS**

23 176. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed joint
24 Joint Stipulation of Class and Representative Action Settlement and Release of Claims that was
25 preliminary approved by this Court on April 26, 2023.

26 177. Attached hereto as Exhibit "2" is a true and correct copy of the ALM Research
27 2007 NLJ Billing Survey.

28 178. Attached hereto as Exhibit "3" is a true and correct copy of Wall Street Journal on

February 9, 2016 titled *Legal Hours Cross New Mark: \$1,500 an Hour*.

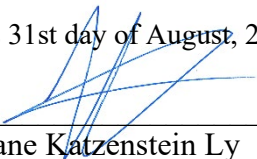
179. Attached hereto as Exhibit “4” is a true and correct copy of the 2019-2020 Adjusted Laffey Matrix.

180. Attached hereto as Exhibit “5” is a true and correct copy of the Kingsley & Kingsley, APC costs ledger reflecting costs incurred in this matter.

181. Attached hereto as Exhibit “6” is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 175 above.

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

This declaration was executed this 31st day of August, 2023, in Encino, California.



Liane Katzenstein Ly

EXHIBIT "1"

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(additional parties listed on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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. 20STCV48840
Consolidated with Case No. 21STCV11098

[Consolidated Case Assigned to The
Honorable David S. Cunningham in Dept. 11]

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE OF
CLAIMS**

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Attorneys for Plaintiffs, the proposed class, and all aggrieved employees

1 This Joint Stipulation of Class and Representative Action Settlement and Release of Claims
2 is entered into by and between Plaintiffs SHANE CASKEY and KALKIDAN SILER
3 (“Plaintiffs”), individually and on behalf of the Class and the State of California, as a private
4 attorney general, on the one hand, and Defendants JOEY RESTAURANT (LOS ANGELES) INC.,
5 JOEY RESTAURANT (MANHATTAN BEACH) INC., and JOEY RESTAURANT
6 (WOODLAND HILLS) INC. (“Defendants”) on the other hand (Plaintiffs and Defendants
7 collectively, the “Parties”).

8 This Joint Stipulation of Class and Representative Action Settlement and Release of Claims
9 shall be binding on Plaintiffs, the current and former employees s/he seeks to represent, the Class,
10 and on Defendants and subject to the definitions, recitals, and terms set forth herein and the
11 approval of the Court.

12 **I. DEFINITIONS**

13 **1. Action.**

14 “Action” or “Lawsuit” means, collectively, the class and representative civil actions
15 currently pending in Los Angeles County Superior Court, case numbers 20STCV48840 and
16 21STCV11098 filed on December 22, 2020 and March 22, 2021.

17 **2. Claims Administrator.**

18 “Claims Administrator” means the third-party company that the Parties have jointly
19 selected to be responsible for administering the Settlement. This Claims Administrator is ILYM
20 Group, Inc., or such other third-party company mutually agreed to by the parties.

21 **3. Claims Administrator Costs.**

22 “Claims Administrator Costs” means the amount to be paid to the Claims Administrator
23 from the Gross Settlement Amount for administration of this Settlement.

24 **4. Class Counsel.**

25 “Class Counsel” means Kingsley & Kingsley, APC and Vision Legal, Inc., who, subject to
26 Court approval, shall act as counsel for the Class.

27 **5. Class Counsel Award.**

28 “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution

1 of this Lawsuit, and Class Counsel’s expenses and legal costs incurred in connection with this
2 Lawsuit.

3 **6. Class Information.**

4 “Class Information” or “Class Data” means information regarding Class Members that
5 Defendants will in good faith compile from their records and provide to the Claims Administrator.
6 It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s full
7 name; last known address; last known home telephone number; social security number; dates of
8 employment, and Compensable Work Shifts. The above information shall be provided through
9 data sources compiled by the Defendants.

10 **7. Class Members or Class.**

11 “Class Members” or “Class” means all current and former non-exempt employees who
12 worked for Defendants in the State of California during the Release Period.

13 **8. Compensable Work Shifts.**

14 “Compensable Work Shifts” means an estimate of the number of shifts in which Class
15 Member(s) actually performed work for Defendants in the State of California during the Release
16 Period based on Defendants’ records.

17 **9. Complaint.**

18 “Complaint(s)” means the operative complaints, filed in the Action.

19 **10. Court.**

20 “Court” means the Superior Court for the County of Los Angeles, State of California.

21 **11. Defendants.**

22 “Defendants” means Defendants JOEY RESTAURANT (LOS ANGELES) INC.; JOEY
23 RESTAURANT (MANHATTAN BEACH) INC.; and JOEY RESTAURANT (WOODLAND
24 HILLS) INC.

25 **12. Effective Date.**

26 “Effective Date” of the Settlement means the date on which the Court’s order granting
27 Final Approval of this Joint Stipulation becomes final. Such order becomes final upon the
28 following events: (i) upon the Court issuing the Final Approval Order granting approval of this

1 Settlement Agreement if no objections to the settlement are filed, or if an objection is filed but is
2 withdrawn prior to the Court's Final Approval Hearing; or (ii) in the event there are written
3 objections filed prior to the final approval hearing which are not thereafter withdrawn prior to the
4 hearing, the later of the following events: (a) the day after the last day by which a notice of appeal
5 of the order may be timely filed with the California Court of Appeal, and none is filed; (b) if an
6 appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the
7 last date for filing a request for further review of the Court of Appeal's decision passes and no
8 further review is requested; (c) if an appeal is filed and there is a final disposition by ruling,
9 dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal's
10 decision is requested, the day after the request for review is denied with prejudice and/or no further
11 review of the order can be requested; or (d) if review is accepted, the day the Supreme Court of
12 the State of California affirms the Settlement.

13 **13. Enhancement/ Specific Release Payment.**

14 "Enhancement/ Specific Release Payment" means the amount that the Court authorizes to
15 be paid to Plaintiffs, in addition to Plaintiffs' Individual Settlement Payment, in recognition of
16 Plaintiffs' efforts and risks in assisting with the prosecution of the Lawsuit and in return for
17 executing a specific release with Defendants.

18 **14. Final Approval Hearing.**

19 "Final Approval Hearing" means the final hearing held to ascertain the fairness,
20 reasonableness, and adequacy of the Settlement.

21 **15. Final Approval Order.**

22 "Final Approval Order" means the proposed order granting final approval of the Parties'
23 settlement, in a form substantially similar to the order attached hereto as Exhibit C.

24 **16. Final Judgment.**

25 "Final Judgment" means a judgment issued by the Court approving this Agreement as
26 binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties
27 within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d,
28 and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v.*

1 *Superior Court*, 46 Cal. 4th 969 (2009).

2 **17. Individual Settlement Payment.**

3 “Individual Settlement Payment” means the amount paid from the Net Settlement Amount
4 to a Participating Class Member based upon his/her Compensable Work Shifts.

5 **18. LWDA.**

6 “LWDA” means the California Labor and Workforce Development Agency.

7 **19. Named Plaintiffs or Plaintiffs.**

8 “Named Plaintiffs” or “Plaintiffs” means Plaintiffs SHANE CASKEY and KALKIDAN
9 SILER.

10 **20. Net Settlement Amount.**

11 “Net Settlement Amount” means the Gross Settlement Amount, less Court-approved Class
12 Counsel Award, Enhancement/ Specific Release Payment, PAGA Payment, and Claims
13 Administrator Costs. The Net Settlement Amount shall be distributed to the Class Members.

14 **21. Notice of Class Action Settlement.**

15 “Notice of Class Action Settlement” means the Notice of Pendency of Class Action
16 Settlement and Hearing Date for Court Approval substantially in the form attached hereto as
17 Exhibit A, which shall include an approximation of each Class Member’s anticipated Individual
18 Settlement Payment. It is the notice approved by the Parties and subject to Court approval
19 explaining the terms of this Settlement Agreement and the settlement process, which the Claims
20 Administrator will mail to each Class Member.

21 **22. PAGA.**

22 “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor
23 Code §§ 2698 et seq.

24 **23. PAGA Member or PAGA Group.**

25 “PAGA Member(s)” or “PAGA Group” means all current and former non-exempt
26 employees who worked one or more pay periods for Defendants in the State of California during
27 the Release Period.

28 **24. PAGA Payment.**

1 “PAGA Payment” means the payment made pursuant to PAGA that shall be distributed
2 75% to the LWDA and 25% to the PAGA Members.

3 **25. PAGA Payment Ratio.**

4 “PAGA Payment Ratio” means respective work shifts during which a PAGA Member
5 performed work in proportion to the aggregate number of work shifts worked by all PAGA
6 Members during the Release Period.

7 **26. Participating Class Members.**

8 “Participating Class Members” means those Class Members who did not file a valid and
9 timely Request for Exclusion pursuant to section III, paragraph 11 of this Agreement.

10 **27. Parties.**

11 “Parties” means Plaintiffs and Defendants, collectively, and “Party” shall mean either
12 Plaintiffs or Defendants, individually.

13 **28. Payment Ratio.**

14 “Payment Ratio” means the respective Compensable Work Shifts during which an
15 employee worked in proportion to the aggregate number of work shifts worked by all Class
16 Members during the Release Period.

17 **29. Preliminary Approval Date.**

18 “Preliminary Approval Date” means the date on which the Court issues an order granting
19 preliminary approval of the proposed Settlement in a form substantially similar to the order
20 attached hereto as Exhibit B.

21 **30. Release Period.**

22 “Release Period” means the period from October 15, 2019 up to and including March 28,
23 2022.

24 **31. Released Class Claims.**

25 “Released Class Claims” means any and all claims which arose during the Release Period
26 and (i) were asserted in the LWDA Letter and Plaintiffs’ Complaints; and/or (ii) reasonably could
27 have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiffs’
28 Complaints, including without limitation, any claims under any California statute, regulation, rule

1 or common law, or any other legal or equitable theory, as well as all class action claims arising out
2 of or related to the factual allegations pled in Plaintiffs' Complaints which occurred during the
3 Release Period. These claims include, but are not limited to: Failure to pay wages/overtime; Failure
4 to provide meal periods, Failure to provide rest periods; Conversion, Failure to keep accurate
5 information, Failure to issue lawful itemized wages statement pursuant to section 226(a); Waiting
6 time penalties; Unfair Business Practices pursuant to Business & Professions Code section 17200
7 et seq; and all claims, rights, demands, actions, and obligations of any kind or nature related to any
8 alleged tips owed, penalties or other amounts that relate to tips.

9 **32. Released PAGA Claims.**

10 "Released PAGA Claims" means any and all penalties pursuant to the Labor Code Private
11 Attorneys General Act of 2004 ("PAGA") (Lab. Code § 2699 et seq.) for violations identified in
12 Plaintiffs' LWDA letters, which include Labor Code sections 201-204, 221, 224, 226(a), 226.3,
13 233, 245, 247.5, 227.3, 351, 353, 354, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802
14 and 2810.

15 **33. Released Parties.**

16 "Released Parties" means Defendants and any of their past and present parents, including
17 without limitation Joey Restaurant (Los Angeles) Inc., Joey Restaurant (Manhattan Beach) Inc.,
18 Joey Restaurant (Woodland Hills) Inc., Joey Restaurant Group, subsidiaries, partners, members
19 and affiliates, and their respective past and present predecessors, successors, assigns,
20 representatives, officers, directors, agents, employees, partners, investors, owners, members,
21 affiliates, insurers, legal representatives and attorneys.

22 **34. Request for Exclusion.**

23 "Request for Exclusion" means a letter from a Class Member or his/her representative
24 setting forth a Class Member's name, present address, and a simple statement electing to be
25 excluded from the Settlement.

26 **35. Response Deadline.**

27 "Response Deadline" means the date sixty (60) days after the Claims Administrator mails
28 the Notice of Class Action Settlement to Class Members, which is the last date on which Class

Members may: (a) submit a Request for Exclusion; (b) file and serve objections to the settlement; or (c) dispute the information contained in the Notice of Class Action Settlement.

36. Settlement.

“Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant to this Joint Stipulation of Class and Representative Action Settlement and Release of Claims.

37. Gross Settlement Amount.

“Gross Settlement Amount” means the agreed upon settlement amount totaling \$725,000.00 to be paid by Defendants in full settlement of the Released Class Claims and Released PAGA Claims, and includes without limitation the Class Counsel Award, Enhancement/ Specific Release Payment, Individual Settlement Payments, PAGA Payment, and Claims Administrator Costs.

II. RECITALS

1. Class Certification.

The Parties stipulate to class certification for purposes of settlement only. If the Court does not grant either preliminary or final approval of this Settlement, the Parties agree that this stipulation regarding class certification will be revoked and the Parties will return to a point in litigation prior to the execution of this Settlement Agreement.

2. Procedural History.

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 Canada¹. Plaintiffs, Class and PAGA Group members are, and at all relevant times have been, non-exempt employees of Defendants.

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.

¹ <https://www.joeyrestaurants.com/>

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

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

14 The Action alleges causes of action for: (1) Failure to Pay Wages and Overtime Pursuant
15 to Labor Code §§ 1194 and 1197; (2) Failure to Provide/Compensate for Mandated Meal Periods
16 under Labor Code §§ 226.7 and 512; (3) Failure to Provide/Compensate for Mandated Rest Periods
17 under Labor Code § 226.7; (4) Failure to Keep Accurate Information in Violation of Labor Code
18 § 226 and IWC Wage Order 14-2001; (5) Conversion; (6) Penalties Pursuant to Labor Code §
19 226(a); (7) Waiting Time Penalties Pursuant to Labor Code § 203; (8) Unfair Competition Pursuant
20 to Business & Professions Code § 17200; and (9) Penalties Pursuant to Labor Code § 2699, *et seq.*

21 After the matters were at issue, the Parties began to engage in extensive informal discovery
22 to understand the nature of the allegations and the scope of potential liability. Defendants provided
23 Plaintiffs' counsel with pertinent data for the Class Members and PAGA Members so that the
24 Parties could fully investigate the claims at issue and understand their strengths and weaknesses.

25 On January 27, 2022, the Parties attended a full-day Zoom mediation with experienced
26 mediator Mark S. Rudy. The Parties reached a settlement that day, as provided herein, to settle all
27 claims that were or could have been asserted in the operative complaints in the Action on a class
28 and representative-wide basis.

1 Defendants deny any liability or wrongdoing of any kind associated with the claims
2 asserted in Plaintiffs' Complaint, dispute the damages and penalties claimed by Plaintiffs, and
3 further contend that, for any purpose other than settlement, Plaintiffs' claims are not appropriate
4 for class or representative action treatment. This Stipulation is a compromise of disputed claims.
5 Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry
6 out this Stipulation, shall be construed or used as an admission by or against Defendants as to the
7 merits or lack thereof of the claims asserted in this Lawsuit. Defendants contend, among other
8 things, that, at all times, it has complied with all applicable state, federal and local laws related to
9 the Class Members' and PAGA Members' employment.

10 The Named Plaintiffs are represented by Class Counsel. Class Counsel conducted an
11 investigation into the facts relevant to the Lawsuit, including reviewing documents and
12 information provided by Defendants. Based on their own investigation and evaluation, Class
13 Counsel is of the opinion that the Settlement with Defendants is fair, reasonable and adequate, and
14 in the best interest of the Class in light of all known facts and circumstances, including the risks
15 of significant delay, defenses asserted by Defendants, uncertainties regarding a class and
16 representative action trial on the merits, and numerous potential appellate issues. Although
17 Defendants deny any liability, Defendants are agreeing to this Settlement solely to avoid the cost
18 of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever
19 settle, compromise and discharge all disputes and claims arising from or relating to the operative
20 complaints in the Action on the terms set forth herein.

21 **3. Benefits of Settlement to Class Members and PAGA Members.**

22 Plaintiffs and Class Counsel recognize the expense and length of continued proceedings
23 necessary to litigate their disputes through trial and through any possible appeals. Plaintiffs have
24 also taken into account the uncertainty and risk of the outcome of further litigation, and the
25 difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of
26 the burdens of proof necessary to establish liability for the claims asserted in the Lawsuit, both
27 generally and in response to Defendants' defenses thereto, and the difficulties in establishing
28 damages for the Class Members. Plaintiffs and Class Counsel have also taken into account

1 Defendants' agreement to enter into a settlement that confers substantial relief upon the members
2 of the Class. Based on the foregoing, Class Counsel have concluded that settlement for the
3 consideration and on the terms set forth in this Settlement Agreement, is fair, reasonable, and
4 adequate and is in the best interest of the putative class in light of all known facts and
5 circumstances, including the risk of significant delay, defenses asserted by Defendants,
6 Defendants' financial condition, numerous potential appellate issues, and other risks inherent in
7 litigation.

8 **4. Defendants' Reasons for Settlement.**

9 Defendants have concluded that any further defense of this litigation would be protracted
10 and expensive for all Parties. Substantial amounts of Defendants' time, energy, and resources have
11 been and, unless this Settlement is completed, will continue to be devoted to, the defense of the
12 claims asserted by Plaintiffs and Class Members. Defendants have also taken into account the
13 risks of further litigation in reaching its decision to enter into this Settlement. Even though
14 Defendants continue to contend that they are not liable for any of the claims set forth by Plaintiffs
15 in this Lawsuit, Defendants have agreed, nonetheless, to settle in the manner and upon the terms
16 set forth in this Agreement to put to rest the claims in the Lawsuit. Defendants contend that they
17 have complied with all applicable state, federal, and local laws, and the parties agree that this
18 Settlement does not constitute an admission of liability by the Released Parties.

19 **5. Settlement of Disputed Claims.**

20 This Settlement Agreement is a compromise of disputed claims. Defendants have claimed
21 and continue to claim that the Released Claims have no merit and do not give rise to liability.
22 Class Members and PAGA Members have claimed and continue to claim that the Released Claims
23 have merit and give rise to liability on the part of Defendants. This Settlement Agreement is a
24 compromise of disputed claims. Nothing contained in this Settlement Agreement, no documents
25 referred to herein, and no action taken to carry out this Settlement Agreement, may be construed
26 or used as an admission by or against the Class Members/PAGA Members or Class Counsel as to
27 the merits or lack thereof of the claims asserted in the Lawsuit.

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1 **III. TERMS OF AGREEMENT**

2 **1. Release as to All Participating Class Members and PAGA Members.**

3 As of the date on which Defendants fully fund the Settlement (thirty (30) business days after the
4 Effective Date), the Participating Class Members, including Plaintiffs, release the Released Parties
5 from the Released Class Claims for the Release Period. Additionally, the PAGA Members,
6 including Plaintiffs, release the Released Parties from the Released PAGA Claims for the Release
7 Period.

8 **2. Specific Release of Claims by Plaintiffs.**

9 As of the Effective Date, Plaintiffs, for themselves and their heirs, successors and assigns,
10 further waive, release, acquit and forever discharge the Released Parties from any and all claims
11 which arose during the Release Period and (i) were asserted in the LWDA Letter and Plaintiffs’
12 Complaints; and/or (ii) reasonably could have been asserted in the Action based upon the facts
13 alleged in the LWDA Letter and Plaintiffs’ Complaints, including without limitation, any claims
14 under any California statute, regulation, rule or common law, or any other legal or equitable theory,
15 as well as all class action claims arising out of or related to the factual allegations pled in Plaintiffs’
16 Complaints which occurred during the Release Period. These claims include, but are not limited
17 to: Failure to pay wages/overtime; Failure to provide meal periods, Failure to provide rest periods;
18 Conversion, Failure to keep accurate information, Failure to issue lawful itemized wages statement
19 pursuant to section 226(a); Waiting time penalties; Unfair Business Practices pursuant to Business
20 & Professions Code section 17200 et seq; and all claims, rights, demands, actions, and obligations
21 of any kind or nature related to any alleged tips owed, penalties or other amounts that relate to tips.

22 As of the Effective Date, Plaintiffs, for themselves and their heirs, successors and assigns,
23 further waive, release, acquit and forever discharge the Released Parties from any and all penalties
24 pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) (Lab. Code § 2699
25 et seq.) for violations identified in Plaintiffs’ LWDA letters, which include Labor Code sections
26 201-204, 221, 224, 226(a), 226.3, 233, 245, 247.5, 227.3, 351, 353, 354, 1174(d), 1182.12, 1194,
27 1197, 1197.1, 1198, 1198.5, 2802 and 2810. This Specific Release does not apply to the claims
28 being asserted by Plaintiff Siler in her First Amended Complaint in the case titled *Kalkidan Siler*

1 *v. Joey Restaurant (Los Angeles) et. al.*, Los Angeles Superior Court, Case No. 22STCV29339.

2
3 **3. Tax Liability and Medicare.**

4 The Parties make no representations as to the tax treatment or legal effect of the payments
5 called for hereunder, and Class Members/PAGA Members are not relying on any statement or
6 representation by the Parties in this regard. Participating Class Members and PAGA Members
7 understand and agree that they will be responsible for the payment of taxes and penalties assessed
8 on the payments described herein and will hold the Parties free and harmless from and against any
9 claims resulting from treatment of such payments as non-taxable damages, including the treatment
10 of such payment as not subject to withholding or deduction for payroll and employment taxes.
11 Notwithstanding the foregoing, the Claims Administrator may withhold taxes or other amounts to
12 the extent that it determines it is obligated to do so pursuant to applicable law, and its determination
13 to do so shall be final and unreviewable by the court or any person receiving payment pursuant to
14 this Agreement. Moreover, this Agreement is based upon a good faith determination of the Parties
15 to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to
16 Medicare in contravention of 42 U.S.C. Sec. 1395y(b), especially since this is strictly a wage and
17 hour case. The Parties resolved this matter in compliance with both state and federal law. The
18 Parties made every effort to adequately protect Medicare's interest and incorporate such into the
19 settlement terms. Plaintiffs warrant that they are not a Medicare beneficiary as of the date of this
20 Agreement. Because Plaintiffs are not Medicare recipients as of the date of this Agreement, no
21 conditional payments have been made by Medicare.

22 **4. Circular 230 Disclaimer.**

23 Each Party to this Agreement (for purposes of this section, the "acknowledging party" and
24 each Party to this Agreement other than the acknowledging party, an "other party") acknowledges
25 and agrees that (1) no provision of this Agreement, and no written communication or disclosure
26 between or among the Parties or their attorneys and other advisers, is or was intended to be, nor
27 shall any such communication or disclosure constitute or be construed or be relied upon as, tax
28 advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10,

as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

5. Preliminary Approval of Settlement.

Plaintiffs will move the Court to grant preliminary approval of this Settlement, certifying the Class for settlement purposes only and setting a date for a final approval hearing. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. The proposed preliminary approval order shall provide for the Notice of Class Action Settlement to be sent to Class Members as specified herein.

6. Claims Administrator.

Within thirty (30) business days after the Court grants preliminary approval of this Agreement, Defendants shall provide the Claims Administrator with the Class Information for purposes of mailing the Notice of Class Action Settlement to the Class Members. No later than three (3) business days after receipt of the Class Information, the Claims Administrator shall notify counsel for the Parties that the list has been received and state the number of Class Members and PAGA Members.

7. Notice by First Class U.S. Mail.

Upon receipt of the Class Information, the Claims Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within fifteen (15) days of receipt of the Class Information, the Claims Administrator shall mail copies of the Notice of Class Action Settlement to all Class Members via

1 regular First-Class U.S. Mail. The Claims Administrator shall exercise its best judgment to
2 determine the current mailing address for each Class Member, including performing a skip-trace
3 to identify any updated addresses. The address identified by the Claims Administrator as the
4 current mailing address shall be presumed to be the best mailing address for each Class Member.

5 **8. Undeliverable Notices.**

6 Any Notice of Class Action Settlement returned to the Claims Administrator as
7 undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding
8 address affixed thereto. If no forwarding address is provided, the Claims Administrator shall
9 promptly attempt to determine a correct address by use of skip-tracing, or other search methods
10 consistent with reasonable business standards, using the name, address and/or social security
11 number of the Class Member whose notice was undeliverable, and shall then re-mail all returned,
12 undelivered mail within ten (10) days of receiving notice that a notice was undeliverable. Class
13 Members who receive a re-mailed Notice of Class Action Settlement shall have their Response
14 Deadline extended twenty (20) days from the original Response Deadline.

15 **9. Disputes Regarding Individual Settlement Payments.**

16 Class Members will have the opportunity, should they disagree with Defendants' records
17 regarding the dates of employment stated on their Notice of Class Action Settlement, to provide
18 documentation and/or an explanation to show contrary information by the Response Deadline. If
19 there is a dispute, the Claims Administrator will consult with the Parties to determine whether an
20 adjustment is warranted. The Claims Administrator shall determine the eligibility for, and the
21 amounts of, any Individual Settlement Payments under the terms of this Agreement. The Claims
22 Administrator's determination of the eligibility for and amount of any Individual Settlement
23 Payment shall be binding upon the Class Members and the Parties. In the absence of circumstances
24 indicating fraud, manipulation or destruction, Defendants' records will be given a rebuttable
25 presumption of accuracy.

26 **10. Disputes Regarding Administration of Settlement.**

27 Any disputes not resolved by the Claims Administrator concerning the administration of
28 the Settlement will be resolved by the Court, under the laws of the State of California. Prior to

any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

11. Exclusions.

The Notice of Class Action Settlement shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the name, address, and telephone number of the Class Member requesting exclusion; (2) must contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) must be signed by the Class Member; and (4) must be postmarked or fax stamped by the Response Deadline and returned to the Claims Administrator at the specified address or fax number. The Request for Exclusion will be deemed invalid if it does not contain a Class Member's name, address, telephone number, and signature. The date of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this Lawsuit if the Settlement is approved by the Court. No later than seven (7) calendar days after the Response Deadline, the Claims Administrator shall provide counsel for the Parties with a complete list of all members of the Class who have timely submitted a Request for Exclusion.

12. Objections.

The Notice of Class Action Settlement shall state that Class Members who wish to object to the Settlement may do so in person at the Final Approval Hearing and/or in writing. Any written objection ("Notice of Objection") must be mailed to the Claims Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Notice of Objection must be signed by the Class Member and state: (1) the full name of the Class Member; (2) the dates of

1 employment of the Class Member; (3) the basis for the objection; and (4) if the Class Member
2 intends to appear at the final approval hearing. Class Counsel will ensure that any Notice of
3 Objection received by the Claims Administrator by the Response Deadline is filed with the Court
4 along with the Motion for Final Approval. Either of the Parties may file a responsive document to
5 any objection before the Final Approval Hearing. Any attorney who will represent an individual
6 objecting to this Settlement who has not filed a written objection must file a notice of appearance
7 with the Court and serve Class Counsel and counsel for Defendants no later than the Response
8 Period Deadline. Class Counsel shall not represent any Class Members with respect to any such
9 objections.

10 Any Class Member who fails to submit a timely written objection or to present an objection
11 in person at the Final Approval Hearing shall be deemed to have waived any objections and shall
12 be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

13 **13. No Solicitation of Settlement Objections or Exclusions.**

14 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no
15 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
16 to submit either written objections to the Settlement or requests for exclusion from the Settlement,
17 or to appeal from the Court's Final Judgment.

18 **14. Funding and Allocation of Gross Settlement Amount.**

19 No later than thirty (30) business days after the Effective Date, Defendants shall provide
20 the Gross Settlement Amount to the Claims Administrator to fund the Settlement, as set forth in
21 this Settlement Agreement. Defendants will not be obligated to make any payments contemplated
22 by this Settlement Agreement unless and until the Court enters the Final Approval Order and Final
23 Judgment, and after the Effective Date of the Agreement.

24 **15. Net Settlement Amount.**

25 The Net Settlement Amount will be determined by the Claims Administrator by subtracting
26 the Class Counsel Award, Enhancement/ Specific Release Payment, PAGA Payment, and Claims
27 Administrator Costs from the Gross Settlement Amount. The anticipated Net Settlement Amount
28 is \$388,333.33. The Parties estimate the amount of the Net Settlement Amount as follows subject

to Court approval:

Gross Settlement Amount:	\$ 725,000.00
Enhancement/ Specific	\$ 15,000.00
Release Payment:	<i>(with \$7,500.00 being allocated to each Named Plaintiff)</i>
Class Counsel Fees:	\$ 241,666.67
Class Counsel Costs (<i>Up to</i>):	\$ 30,000.00
PAGA Payment	\$ 25,000.00
	<i>(with \$18,750.00 to the LWDA and \$6,250.00 to the PAGA Members)</i>
Claims Administrator Costs (<i>Up to</i>):	\$ 17,000.00
Net Settlement Amount	\$ 396,333.33

This is a non-reversionary Settlement in which Defendants are required to pay the entire Gross Settlement Amount, which includes, the Class Counsel Award, Enhancement/ Specific Release Payment, Individual Settlement Payments, PAGA Payment, and Claims Administrator Costs. No portion of the Gross Settlement Amount will revert to Defendants. Defendants' share of payroll taxes and other required withholdings from Individual Settlement Payments, including but not limited to Defendants' FICA and FUTA contributions, shall be paid separately from, and in addition to, the Gross Settlement Amount.

16. Individual Settlement Payments.

Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address within seven calendar days after Defendants make the settlement payment. All Individual Settlement Payments will be allocated as follows: one-fifth percent (20%) as wages and four-fifth percent (80%) as interest and statutory penalties.

17. Class Member's Payment Ratio.

Participating Class Members will be paid on a pro-rata basis. 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 Release Period.

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1 **18. PAGA Payments.**

2 The PAGA Payment is in the amount of \$25,000.00 with 75% (\$18,750.00) allocated to
3 the LWDA and 25% (\$6,250.00) allocated to the PAGA Members on a pro rata basis based on the
4 PAGA Payment Ratio. PAGA Members will not be provided with the opportunity to opt out of
5 the Settlement and will be bound by the Released PAGA Claims. If the Court approves the PAGA
6 Payment, the Claims Administrator will mail out checks to the PAGA Members at the same time
7 the Class Members are mailed their Individual Settlement Payments.

8 **19. Payment to Class Member.**

9 Checks shall be made payable to each Participating Class Member and each PAGA
10 Member for payment of each Participating Class Member's Individual Settlement Payment and
11 each PAGA Members' PAGA Payment as set forth in Section III, paragraphs 16-20 of this
12 Agreement.

13 **20. Form of Payment to Class Member.**

14 The Individual Settlement Payment amount due to each Participating Class Member and
15 each PAGA Member shall be paid in the form of a check.

16 **21. Unclaimed Settlement Payment(s).**

17 After one hundred and eighty (180) days of the mailing of the Individual Settlement
18 Payment checks and the PAGA Payments, funds attributable to unclaimed, undeliverable, or
19 expired Individual Settlement Payment checks will be transmitted to the California State
20 Controller's Unclaimed Property Fund in the name of the individual.

21 **22. Enhancement/ Specific Release Payment.**

22 Plaintiffs will request that the Court approve an Enhancement/ Specific Release Payment
23 of up to \$7,500.00 each (for a total of up to \$15,000). Subject to Court approval, in exchange for
24 the release of all Released Class Claims and Released PAGA Claims and for their time and effort
25 in bringing and prosecuting this matter, Plaintiffs shall be paid an Enhancement/ Specific Release
26 Payment of up to \$7,500.00 each. The Enhancement/ Specific Release Payment shall be paid to
27 Plaintiffs from the Gross Settlement Amount within ten (10) calendar days after Defendants make
28 the settlement payment. The Claims Administrator shall issue an IRS Form 1099 – MISC to

1 Plaintiffs for their respective Enhancement/ Specific Release Payment. Plaintiffs shall be solely
2 and legally responsible to pay any and all applicable taxes on their Enhancement/ Specific Release
3 Payment and shall hold harmless Defendants and Class Counsel from any claim or liability for
4 taxes, penalties, or interest arising as a result of the Enhancement/ Specific Release Payment. The
5 Enhancement/ Specific Release Payment shall be in addition to the Plaintiffs' Individual
6 Settlement Payment as a Participating Class Member. Any amount requested by Plaintiffs for the
7 Enhancement/ Specific Release Payment and not granted by the Court shall return to the Net
8 Settlement Amount and be distributed to Participating Class Members as provided in this
9 Settlement Agreement.

10 Plaintiffs agree to act in good faith to effect the implementation of the Settlement, including
11 supporting the Court's preliminary and final approval of the Settlement. Plaintiffs represent that
12 they have no conflict with the Class and Plaintiffs agree that they will neither opt out nor object to
13 the Settlement. Plaintiffs agree that they will not encourage any Class Member to opt out or object
14 to the Settlement.

15 **23. Class Counsel Award.**

16 Class Counsel will request that the Court approve attorneys' fees in the amount of up to
17 thirty-three and one-third percent (33.33%) (\$241,666.67) of the Gross Settlement Amount. Class
18 Counsel will request that the Court approve the reimbursement of any litigation costs or expenses
19 associated with Class Counsel's prosecution of this matter from the Gross Settlement Amount not
20 to exceed \$30,000.00. So long as there are no objections, Class Counsel shall be paid any Court-
21 approved fees and costs no later than ten (10) calendar days after Defendants makes the settlement
22 payment. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
23 payment made pursuant to this paragraph. The Claims Administrator shall issue an IRS Form
24 1099 – MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement
25 is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees
26 and costs. Any amount requested by Class Counsel for the Class Counsel Award and not granted
27 by the Court shall return to the Net Settlement Amount and be distributed to Participating Class
28 Members as provided in this Settlement Agreement.

1 **24. Claims Administrator Costs.**

2 The Parties agree to allocate up to \$17,000.00 of the Gross Settlement Amount for Claims
3 Administrator Costs. The Claims Administrator shall have the authority and obligation to make
4 payments, credits and disbursements to Class Members in the manner set forth herein, calculated
5 in accordance with the methodology set out in this Settlement Agreement and orders of the Court.
6 The Parties agree to cooperate in the Settlement administration process and to make all reasonable
7 efforts to control and minimize the cost and expenses incurred in administration of the Settlement.

8 **25. Responsibilities of the Claims Administrator.**

9 The Claims Administrator shall be responsible for the following: processing and mailing
10 payments to Plaintiffs, Class Counsel, Participating Class Members, PAGA Members, and the
11 LWDA; printing, and mailing the Notice of Class Action Settlement and tax forms to the
12 Participating Class Members as directed by the Court; receiving and reporting the requests for
13 exclusion and objections submitted by Class Members; providing declaration(s) as necessary in
14 support of preliminary and/or final approval of this Settlement; and other tasks as the Parties
15 mutually agree or the Court orders the Claims Administrator to perform. The Claims
16 Administrator shall keep the Parties timely apprised of the performance of all Claims
17 Administrator responsibilities.

18 **26. Claims Administrator Fees.**

19 The Claims Administrator shall be paid the Claims Administrator Costs within ten (10)
20 calendar days after Defendants makes the settlement payment.

21 **27. Payment to the LWDA.**

22 A total payment of \$25,000.00 from the Gross Settlement Amount will be allocated as the
23 PAGA Payment to be paid as penalties under the Labor Code Private Attorneys General Act of
24 2004, to the LWDA. Seventy-five percent (75%) of the PAGA Payment will be paid to the LWDA
25 and the remaining twenty-five (25%) shall be paid to the PAGA Members.

26 **28. Final Approval Hearing and Entry of Final Judgment.**

27 Upon expiration of the Response Deadline, with the Court's permission, a final approval
28 hearing shall be conducted to determine final approval of the Settlement along with the amount

properly payable for: (i) the Class Counsel Award; (ii) the Enhancement/ Specific Release Payment; (iii) Individual Settlement Payments; (iv) the Claims Administrator Costs; and (v) PAGA Payment.

29. Final Approval Order.

Plaintiffs will request, and Defendants will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order in the form attached hereto as Exhibit B. Plaintiffs will request that the Final Approval Order certify the Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Settlement Agreement.

30. Nullification of Settlement Agreement.

In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgement as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. If one or more of such events occur causing the Settlement Agreement to become null and void. the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Claims Administrator shall be divided equally between Plaintiffs and Defendants. The return of any paid Settlement funds to Defendants shall occur no later than five (5) business days after one or more of the triggering events leading to nullification occurs. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Claims Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid to the Claims Administrator in equal parts by Plaintiffs and Defendants within thirty (30) days of said notification.

31. Viking River Cruises, Inc. Has No Effect on This Settlement

In light of *Viking River Cruises, Inc. v. Morian*, No. 20-1573, the Parties agree that they will facilitate and participate in this Settlement in good faith regardless of the outcome of *Viking*.

1 It is the expectation of the Parties that *Viking* shall have no effect on this Settlement and that all
2 of the Parties entered into this Settlement with knowledge of *Viking* and the uncertainty in the
3 law. As such, unless the Court denies preliminary approval in this matter three (3) times, neither
4 Party can seek to nullify this Settlement Agreement based on a change in the law.

5 **32. Defendants' Right to Withdraw**

6 If more than 3% of the Class Members opt out of the Settlement, Defendants have the
7 option to withdraw from the Settlement. Defendants agree to pay the costs associated with the
8 administration up to the date of withdraw. Defendants shall notify Class Counsel of its intention
9 to withdraw within ten (10) business days of receiving notice that the opt outs have increased
10 beyond 3%.

11 **33. Increase in Class Members.**

12 It was represented to Class Counsel that the Class Members are estimated to be 1,198
13 people. Upon receipt of the Class Data, the Claims Administrator shall confirm to Plaintiffs that
14 the Class Data is consistent with these representations. To the extent the number of Class Members
15 increases beyond 1,198 by more than 10%, Defendants shall have the option to increase the Gross
16 Settlement Amount by a proportionate amount to the extent it exceeds 10%. For example, if the
17 number of Class Members increases by 11%, Defendants shall increase the Gross Settlement
18 Amount by 1%. If the increase causes an increase of the cost of settlement administration beyond
19 the amount that has been approved by the Court, Defendants shall, at its option, separately bear
20 the increased cost of settlement administration outside of the Gross Settlement Amount. If
21 Defendants elect to not separately bear the increase cost, it may, at its option, withdraw from the
22 class settlement.

23 **32. No Effect on Employee Benefits.**

24 Amounts paid to Plaintiffs or other Class Members pursuant to this Agreement shall be
25 deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or
26 calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of
27 Plaintiffs or Class Members.

28 ///

1 **33. No Admission by Defendants.**

2 Defendants deny any and all claims alleged in the Lawsuit and deny all wrongdoing
3 whatsoever. This Settlement Agreement is not a concession or admission, and shall not be used
4 against Defendants as an admission or indication with respect to any claim of any fault, concession,
5 or omission by Defendants.

6 **34. Exhibits and Headings.**

7 The terms of this Settlement Agreement include the terms set forth in any attached Exhibits,
8 which are incorporated by this reference as though fully set forth herein. Any Exhibits to this
9 Settlement Agreement are an integral part of the Settlement. The descriptive headings of any
10 paragraphs or sections of this Settlement Agreement are inserted for convenience of reference only
11 and do not constitute a part of this Settlement Agreement.

12 **35. Interim Stay of Proceedings.**

13 Upon full execution of this Settlement Agreement, the Parties agree that based upon Code
14 of Civil Procedure §583.310 (“the 5 year rule”), the Lawsuit shall be stayed in its entirety except
15 for the proceedings necessary to implement and complete the Settlement.

16 **36. Amendment or Modification.**

17 This Settlement Agreement may be amended or modified only by a written instrument
18 signed by counsel for all Parties or their successors-in-interest.

19 **37. Entire Agreement.**

20 This Settlement Agreement and any attached Exhibits constitute the entire Settlement
21 Agreement among these Parties, and no oral or written representations, warranties, or inducements
22 have been made to any Party concerning this Settlement Agreement or its Exhibits other than the
23 representations, warranties, and covenants contained and memorialized in the Settlement
24 Agreement and its Exhibits. The Parties are entering into this Settlement Agreement based solely
25 on the representations and warranties herein and not based on any promises, representation, and/or
26 warranties not found herein.

27 **38. Authorization to Enter into Settlement Agreement.**

28 Counsel for all Parties warrant and represent they are expressly authorized by the Parties

1 whom they represent to negotiate this Settlement Agreement and to take all appropriate actions
2 required or permitted to be taken by such Parties pursuant to this Settlement Agreement to
3 effectuate its terms, and to execute any other documents required to effectuate the terms of this
4 Settlement Agreement. The Parties and their counsel will cooperate with each other and use their
5 good faith efforts to effect the implementation of the Settlement. In the event the Parties are unable
6 to reach agreement on the form or content of any document needed to implement the Settlement,
7 or on any supplemental provisions that may become necessary to effectuate the terms of this
8 Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The
9 persons signing this Settlement Agreement on behalf of Defendants represent and warrant that they
10 are authorized to sign this Agreement on behalf of Defendants. Plaintiffs represent and warrant
11 that they are authorized to sign this Agreement and that they have not assigned any claim, or part
12 of a claim, covered by this Settlement to a third-party.

13 **39. Binding on Successors and Assigns.**

14 This Settlement Agreement shall be binding upon, and inure to the benefit of, the
15 successors or assigns of the Parties hereto, as previously defined.

16 **40. California Law Governs.**

17 All terms of this Settlement Agreement and the Exhibits hereto shall be governed by and
18 interpreted according to the laws of the State of California.

19 **41. Counterparts.**

20 This Settlement Agreement may be executed in one or more counterparts. All executed
21 counterparts and each of them shall be deemed to be one and the same instrument.

22 **42. Jurisdiction of the Court.**

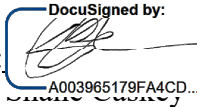
23 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
24 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
25 Settlement Agreement and all orders and judgments entered in connection therewith, and the
26 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,
27 implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders
28 and judgments entered in connection therewith. All terms of this Settlement Agreement are subject

Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

WHEREFORE, Plaintiffs, on behalf of themselves and the Class Members, and Defendants have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: March 24, 2023

By:  _____

Dated: _____, 2023

By: _____
Kalkidan Siler

Dated: _____, 2023

Joey Restaurant (Los Angeles) Inc.

By: _____
Beth Bolyard, Duly Authorized Representative

Dated: _____, 2023

Joey Restaurant (Manhattan Beach) Inc.

By: _____
Beth Bolyard, Duly Authorized Representative

Dated: _____, 2023

Joey Restaurant (Woodland Hills) Inc.

By: _____
Beth Bolyard, Duly Authorized Representative

1 Before declaring any provision of this Settlement Agreement invalid, the Court shall first
2 attempt to construe the provisions valid to the fullest extent possible consistent with applicable
3 precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

4 WHEREFORE, Plaintiffs, on behalf of themselves and the Class Members, and Defendants
5 have executed this Agreement as of the dates set forth below.

6 **IT IS SO AGREED:**

7
8 Dated: _____, 2023

By: _____
Shane Caskey

9
10 Dated: 03/27, 2023

By: Kalkidan siler
Kalkidan Siler

11
12 Dated: March 24, 2023, 2023

Joey Restaurant (Los Angeles) Inc.

13
14 By: Beth Bolyard
Beth Bolyard, Duly Authorized Representative

15
16 Dated: March 24, 2023, 2023

Joey Restaurant (Manhattan Beach) Inc.

17
18 By: Beth Bolyard
Beth Bolyard, Duly Authorized Representative

19 Dated: March 24, 2023, 2023

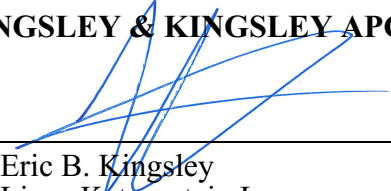
Joey Restaurant (Woodland Hills) Inc.

20
21 By: Beth Bolyard
Beth Bolyard, Duly Authorized Representative
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1 **APPROVED AS TO FORM AND CONTENT:**

2
3
4 Dated: March 24, 2023

KINGSLEY & KINGSLEY APC

5 By: 
6 Eric B. Kingsley
7 Liane Katzenstein Ly
8 Jessica Adlouni
Attorneys for Plaintiffs, the proposed class, and
all PAGA groups

9 Dated: _____, 2023

VISION LEGAL

10
11 By: _____
12 Tina Mehr
13 Attorneys for Plaintiffs, the proposed class, and
all PAGA groups

14
15 Dated: March 24, 2023

DAVIS WRIGHT TREMAINE LLP

16
17 By: 
18 Camilo Echavarria
19 Evelyn Wang
20 Christopher Im
21 Attorneys for Defendants
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23
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1 **APPROVED AS TO FORM AND CONTENT:**

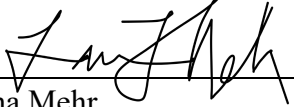
2
3
4 Dated: _____, 2023

KINGSLEY & KINGSLEY APC

5 By: _____
6 Eric B. Kingsley
7 Liane Katzenstein Ly
8 Jessica Adlouni
9 Attorneys for Plaintiffs, the proposed class, and
10 all PAGA groups

11 Dated: March 27 _____, 2023

VISION LEGAL

12 By:  _____
13 Tina Mehr
14 Attorney for Plaintiffs, the putative class, and
15 representative PAGA Group

16 Dated: _____, 2023

DAVIS WRIGHT TREMAINE LLP

17 By: _____
18 Camilo Echavarria
19 Evelyn Wang
20 Christopher Im
21 Attorneys for Defendants
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EXHIBIT “A”

[CLASS MEMBER NAME]

**SHANE CASKEY; KALKIDAN SILER v. JOEY RESTAURANT (LOS ANGELES) INC.;
JOEY RESTAURANT (MANHATTAN BEACH) INC.; JOEY RESTAURANT
(WOODLAND HILLS) INC.**

**Superior Court of the State of California, County of Los Angeles
Case Nos.: 20STCV48840 and 21STCV11098**

If you are a current or former employee for JOEY RESTAURANT (LOS ANGELES) INC.; JOEY RESTAURANT (MANHATTAN BEACH) INC.; and/or JOEY RESTAURANT (WOODLAND HILLS) INC. (collectively, the “Defendants”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

- This lawsuit involves a putative class consisting of:

All current and former non-exempt employees who worked for Defendants in the State of California during the Release Period.

The Release Period is from October 15, 2019 through and including March 28, 2022.

The actual scope and composition of the class, and the persons included and excluded from the class is set forth more particularly in the Joint Stipulation of Class and Representative Action Settlement and Release of Claims

- You are receiving this Notice because the records reflect that you may be a Class Member.
- Plaintiffs in this class action allege that Defendants failed to pay wages and overtime, failed to appropriately provide or compensate for mandated rest periods, failed to provide and compensate for mandated meal periods, failed to keep accurate records and wage statements, is liable for conversion, is liable for penalties under California’s Business and Professions Code, and is liable for penalties under California’s Labor Code Private Attorneys General Act or “PAGA.” Defendants deny Plaintiffs’ claims, and assert that they have complied with all of their legal obligations to their employees.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiffs’ claims or Defendants’ defenses.
- You will not be penalized or retaliated against by Defendants for participating in this class action settlement. If you are currently employed by Defendants, your employment will not be affected in any way. Current employees of Defendants who choose to participate in the settlement will not be required to resign and can continue to work for Defendants.

- You have several options available to you:

DO NOTHING	By doing nothing, you <u>will</u> receive a share of the settlement proceeds, and you will give up any rights to sue Defendants for any and all claims which arose during the Release Period and (i) were asserted in the LWDA Letter and Plaintiffs' Complaints; and/or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiffs' Complaints, including without limitation, any claims under any California statute, regulation, rule or common law, or any other legal or equitable theory alleging as well as all class action claims arising out of or related to the factual allegations pled in Plaintiffs' Complaints which occurred during the relevant release period. These claims include, but are not limited to: Failure to pay wages/overtime; Failure to provide meal periods, Failure to provide rest periods; Conversion, Failure to keep accurate information, Failure to issue lawful itemized wages statement pursuant to section 226(a); Waiting time penalties; Unfair Business Practices pursuant to Business & Professions Code section 17200 et seq; and all claims, rights, demands, actions, and obligations of any kind or nature related to any alleged tips owed, penalties or other amounts that relate to tips.
ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from this lawsuit. Keep your rights to file a separate claim against Defendants. If you ask to be excluded, you <u>will not</u> receive a share of the class action settlement proceeds, but you keep any rights you may have to bring your own suit against Defendants for the same legal claims in this lawsuit with the exception of claims under PAGA during the Release Period. You may not opt out of the settlement of claims under PAGA and you will receive your portion of the settlement allocated to PAGA and you will be bound by the release of PAGA claims regardless of whether you ask to be excluded from the class action settlement.
OBJECT	Object to the terms of this Settlement.

Your options are explained in this notice.
To opt out or object, you must act by XXXX.

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Defendants' employees. You have received this notice because Defendants' records indicate that

you are a member of this class.

2. What is this lawsuit about?

Plaintiff Shane Caskey filed a lawsuit on a representative action basis on December 22, 2020 and Plaintiff Kalkidan Siler filed a lawsuit on a class-wide basis on March 22, 2021 (collectively, the “Action” or “Lawsuit”). Plaintiffs filed the Action on behalf of all current and former non-exempt employees who worked for Defendants in the State of California during the Release Period. The operative complaints allege causes of action on a class-wide and representative basis against Defendants for: Failure to pay wages and overtime pursuant to Labor Code sections 1194 and 1197; Failure to provide meal periods pursuant to Labor Code sections 226.7 and 512; Failure to provide rest periods pursuant to Labor Code section 226.7; Failure to keep accurate information in violation of Labor Code section 226 and IWC Wage Order and 14-2001; Conversion; Penalties Pursuant to Labor Code section 226(a); Penalties Pursuant to Labor Code section 203; Unfair Business Practices pursuant to Business & Professions Code section 17200 et seq.; and Penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) (Lab. Code § 2699 et seq.).

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiffs’ allegations or Defendants’ defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiffs and their attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendants dispute Plaintiffs’ claims and assert that they have complied with all of its legal obligations toward its employees, Defendants have also concluded that further litigation would be protracted and expensive, and would also divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is \$725,000.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys’ fees: \$241,666.67
- Litigation Costs: Up to \$30,000.00
- Claims Administration Costs: Up to \$17,000.00
- Enhancement/ Specific Release Payment to Named Plaintiffs: \$15,000.00
- Penalties to the Labor & Workforce Development Agency: \$25,000.00

After these deductions, \$396,333.33 will be available for payment to the Class Members receiving this notice (“Net Settlement Amount”).

Additionally, any Class Member who was employed during the Release Period, October 15, 2019 up to and including March 28, 2022, will be entitled to a share of the amount allocated to PAGA penalties. Of the \$25,000.00 allocated to PAGA penalties, 75% (\$18,750.00) shall be paid to the Labor & Workforce Development Agency and the remaining 25% (\$6,250.00) shall be paid to the PAGA Members on a pro rata basis based on the number of shifts you worked during the Release Period. You may not opt out of the PAGA Settlement and you will be bound by the release of PAGA claims under the Settlement.

Each Participating Class Member's Individual Settlement Payments shall be determined on a pro rata basis based upon the number of shifts during which the employee worked in proportion to the aggregate number of shifts by all Class Members during the Release Period.

All Individual Settlement Payments will be allocated as follows: 1/5 (20%) to settlement of wage claims and 4/5 (80%) to settlement of claims for interest and statutory penalties.

According to Defendants' records, the total number of shifts that you worked as a Class Member *during the Release Period* is _____. The number of shifts you worked during the *Release Period* is _____. If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on these work shifts, your estimated Individual Settlement Payment is _____. Based on these work shifts, your estimated share of the PAGA payment is _____.

6. What if I disagree with the number of work shifts shown above?

If you believe the information in the notice is incorrect regarding the number of work shifts, you will need to write a letter setting forth the number of work shifts that you believe are correct. You may attach any relevant documentation in support thereof. You must mail your letter to:

<<Joey Restaurant Claims Administrator>>

You must submit such information by XXXX. Class Counsel and the Claims Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Claims Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you wish to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Claims Administrator in order to ensure you receive your settlement share. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will Release by doing nothing are: any and all claims which arose during the Release Period and (i) were asserted in the LWDA Letter and Plaintiffs' Complaints; and/or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiffs' Complaints, including without limitation, any claims under any California statute, regulation, rule or common law, or any other legal or equitable theory alleging as well as

all class action claims arising out of or related to the factual allegations pled in Plaintiffs' Complaints which occurred during the relevant release period. These claims include, but are not limited to: Failure to pay wages/overtime; Failure to provide meal periods, Failure to provide rest periods; Conversion, Failure to keep accurate information, Failure to issue lawful itemized wages statement pursuant to section 226(a); Waiting time penalties; Unfair Business Practices pursuant to Business & Professions Code section 17200 et seq; and all claims, rights, demands, actions, and obligations of any kind or nature related to any alleged tips owed, penalties or other amounts that relate to tips from October 15, 2019 through March 28, 2022 ("Released Class Claims").

Additionally, if you are a PAGA Member you agree to release Defendants for any and all penalties pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA") (Lab. Code § 2699 *et seq.*) for violations identified in Plaintiffs' LWDA letters, which include Labor Code sections 201-204, 221, 224, 226(a), 226.3, 233, 245, 247.5, 227.3, 351, 353, 354, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802 and 2810 ("Released PAGA Claims").

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself ("opt out") by completing, signing, and mailing a letter indicating that they do not want to participate in the settlement to the Claims Administrator, by **XXXX**.

Joey Restaurant Claims Administrator
c/o **XXXX**

If your Request for Exclusion is postmarked after **XXXX**, it will be rejected, and you will be a Participating Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member and will not receive any payment as part of this settlement (except for the individual's share of the PAGA payment). Such persons will keep any rights to sue Defendants separately about the claims made in the Lawsuit (except for the Released PAGA Claims).

10. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Claims Administrator no later than **XXXX**.

Any class member may make an objection at the Final Approval Hearing with or without filing or serving any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Judge and serve Class Counsel and Defense Counsel no later than _____. The Final Approval and Fairness Hearing will be held in Dept. 11 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, CA 90012 on _____, 2023, at **XX** (a.m./p.m.) (Pacific Time).

<u>Class Counsel:</u>	<u>Counsel for Defendants:</u>
-----------------------	--------------------------------

Kingsley & Kingsley, APC Eric B. Kingsley, Esq. Liane Katzenstein Ly, Esq. Jessica Adlouni, Esq. 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300	Davis Wright Tremaine LLP Camilo Echavarria, Esq. Evelyn Wang, Esq. Christopher Im 865 South Figueroa Street, 24th Floor Los Angeles, California 90017-2566 Telephone: (213) 633-6800
Tina Mehr, CA 275659 tmehr@visionlegalinc.com VISION LEGAL, INC. 811 W. 7th St., Ph 1200 Los Angeles, CA 90017 Telephone: 310.929.0052	

11. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 11 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, CA 90012 on _____, 2023, at XX (a.m./p.m.) (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiffs' enhancement awards, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also telephone the Joey Restaurant Claims Administrator, (listed above), or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or Defendants' counsel for information regarding this settlement.

EXHIBIT “B”

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Attorneys for Plaintiffs, the Proposed Class, and all PAGA Groups

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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. 20STCV48840
Consolidated with Case No. 21STCV11098

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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: XX
Time: XX
Dept.: 11

Siler Action Filed: 03/22/2021
Caskey Action Filed: 12/22/2020
Trial Date: None Scheduled

1 The Motion for Preliminary Approval of the Joint Stipulation of Class and Representative
2 Action Settlement and Release of Claims (“Settlement Agreement”), a copy of which is attached
3 to Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement as Exhibit “1”, came
4 before this Court on XXXX. The Court, having considered the papers submitted in support of the
5 motion of the parties, **HEREBY ORDERS THE FOLLOWING:**

6 1. The Court grants preliminary approval of the Settlement Agreement and the Class²
7 based upon the terms set forth in the Settlement Agreement filed herewith. The Settlement is fair,
8 adequate, and reasonable to the Class. The Court finds that: (a) the Settlement Agreement
9 resulted from extensive arm’s length negotiations; and (b) the Settlement Agreement is sufficient
10 to warrant notice of the Settlement to persons in the Class and a full hearing on the final approval
11 of the Settlement.

12 2. Settlement “Class Member(s)” or “Class” means all current and former non-exempt
13 employees who worked for Defendants in the State of California from October 15, 2019 up to and
14 including March 28, 2022.

15 3. “PAGA Member” or “PAGA Group” means all current and former non-exempt
16 employees who worked one or more pay periods for Defendants in the State of California from
17 October 15, 2019 up to and including March 28, 2022.

18 4. The Settlement falls within the range of reasonableness and appears to be
19 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
20 and final approval by this Court.

21 5. The Court makes the following preliminary findings for settlement purposes
22 only:

- 23 A. The Class, which consists of approximately 1,198 persons, is so numerous
24 that joinder of all members is impracticable;
25 B. There appear to be questions of law or fact common to the Class for
26 purposes of determining whether this Settlement should be approved;

27 ² All capitalized terms herein shall have the meaning ascribed to them in the Settlement
28 Agreement unless otherwise defined.

1 C. Plaintiffs' claims appear to be typical of the claims being resolved through
the proposed settlement;

2 D. Plaintiffs appear to be capable of fairly and adequately protecting the
3 interests of the Class Members in connection with the proposed settlement;

4 E. Common questions of law and fact appear to predominate over questions
5 affecting only individual persons in the Class. Accordingly, the Class
appears to be sufficiently cohesive to warrant settlement by representation;
and

6 F. Certification of the Class appears to be superior to other available methods
7 for the fair and efficient resolution of the claims of the Class.

8 6. The Court approves, as to form and content, the Notice of Class Action Settlement
9 to Class Members in substantially the form attached to the Settlement Agreement as Exhibit A.

10 7. The Court approves the procedure for Class Members to object to the Settlement as
11 set forth in the Notice of Class Action Settlement to Class Members.

12 8. The Court approves the procedure for Class Members to become Participating Class
13 Members as set forth in the Notice of Class Action Settlement to Class Members.

14 9. The Court directs the mailing of the Notice of Class Action Settlement to Class
15 Members by first class mail to the Class Members in accordance with the Implementation Schedule
16 set forth below. The Court finds that the dates selected for the mailing and distribution of the
17 Notice of Class Action Settlement, as set forth in the Implementation Schedule, meet the
18 requirements of due process and provide the best notice practicable under the circumstances and
19 shall constitute due and sufficient notice to all persons entitled thereto.

20 10. The Court confirms Kingsley & Kingsley, APC and Vision Legal, Inc. as Class
21 Counsel.

22 11. The Court confirms SHANE CASKEY and KALKIDAN SILER as the Named
23 Plaintiffs.

24 12. The Court approves ILYM Group as the Claims Administrator.

25 13. The Court orders that pursuant to the Labor Code Private Attorneys General Act,
26 Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Settlement has been and will
27 continue to be given to the Labor & Workforce Development Agency.

28 14. The Court orders the following Implementation Schedule for further proceedings:

a.	Preliminary Approval	XXXX
b.	Deadline for Defendants to Provide Class Data to Claims Administrator.	30 business days from Preliminary Approval
c.	Mail Notice to Class Members	15 calendar days from Claims Administrator's receipt of Class Data
d.	Deadline for Class Members to Postmark Claims Form	60 calendar days from mailing of Notice Packet (judged by postmark date)
e.	Deadline for Class Members to Postmark Any Objection	60 calendar days from mailing of Notice Packet (judged by postmark date)
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	To be determined by the Court _____
h.	Final Approval Hearing	To be determined by the Court _____

15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

16. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this consolidated action except those contemplated herein and in the Settlement

1 Agreement are hereby stayed.

2 17. The Court expressly reserves the right to adjourn or continue the Final Fairness
3 Hearing from time to time without further notice to members of the Class.

4
5 **DATED:** _____

6 **JUDGE OF THE SUPERIOR COURT**
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EXHIBIT “C”

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Attorneys for Plaintiffs, the Proposed Class, and all PAGA Groups

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SHANE CASKEY; KALKIDAN SILER an
individual, 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. 20STCV48840
Consolidated with Case No. 21STCV11098

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

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: XX

Time: XX

Dept.: 11

Siler Action Filed: 03/22/2021

Caskey Action Filed: 12/22/2020

Trial Date: None Scheduled

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned consolidated Action is a class action and representative action lawsuit
3 brought by Plaintiffs Shane Caskey and Kalkidan Siler (collectively, “Plaintiffs”) against
4 Defendants JOEY RESTAURANT (LOS ANGELES) INC.; JOEY RESTAURANT
5 (MANHATTAN BEACH) INC.; and JOEY RESTAURANT (WOODLAND HILLS) INC.
6 (collectively, “Defendants”) (Plaintiffs and Defendants, together the “Parties”). The Motion for
7 Final Approval of Class Action Settlement came before this Court on XXXX.

8 **WHEREAS**, Judge David S. Cunningham granted preliminary approval of the Joint
9 Stipulation of Class and Representative Action Settlement and Release of Claims (“Settlement
10 Agreement”), attached to the concurrently-filed Declaration of Liane Katzenstein Ly as Exhibit
11 “1”, on XX.

12 **WHEREAS**, Plaintiffs SHANE CASKEY and KALKIDAN SILER have applied to the
13 Court for an order granting final approval of the Settlement Agreement.

14 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed
15 Settlement and for entry of an order of final approval and entry of final judgment thereon. The
16 Court having read and considered Plaintiffs’ Motion for Final Approval of Class Action
17 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Liane
18 Katzenstein Ly, Tina Mehr, Shane Caskey, Kalkidan Siler, and XXXX of (Name of Claims
19 Administrator); and the supporting documents annexed thereto, now finds:

20 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

21 1. The Court has personal jurisdiction over all Class Members³ and that the Court has
22 subject matter jurisdiction to approve the Settlement;

23 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
24 _____

25
26 ³ All capitalized terms herein shall have the meaning ascribed to them in the Settlement
Agreement unless otherwise defined.

1 in compliance with California Code of Civil Procedure, the California and United States
2 Constitutions (including the due process clauses), the California Rules of Court and any other
3 applicable law, and in the best interest of each of the Parties and the Class Members and is hereby
4 finally approved in all respects.

5 3. The Parties are hereby directed to perform the terms of the Settlement as described
6 in the Settlement Agreement according to its terms and provisions.

7 4. The Settlement Agreement is binding on Plaintiffs and all other Class Members,
8 except those timely and properly filed Requests for Exclusions, as well as their heirs, executors,
9 and administrators, successors, and assigns.

10 5. There are XX (XX) valid requests for exclusion.

11 6. There are XX (XX) valid objections.

12 7. It is ordered that the Class is certified for settlement purposes only. The Court finds
13 that an ascertainable class exists and a well-defined community of interest exists in the questions
14 of law and fact involved because in the context of the Settlement: (i) there are questions of law
15 and fact common to the Class Members which, as to the Settlement and all related matters,
16 predominate over any individual questions; (ii) the Claims of Plaintiffs are typical of the Claims
17 of the Class Members; and (iii) in negotiating, entering into and implementing the Settlement,
18 Plaintiffs and Plaintiffs' Attorneys have fairly and adequately represented and protected the
19 interest of the Class Members.

20 8. The Court finds that the Notice of Class Action Settlement and notice methodology
21 implemented pursuant to this Settlement (i) constituted the best practicable notice; (ii) constituted
22 notice that was reasonably calculated, under the circumstances, to apprise Class Members of the
23 pendency of the Action, their right to object to or exclude themselves from the proposed Settlement
24 and their right to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due,
25 adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable
26 requirements of the California Code of Civil Procedure, the California and United States

1 Constitution (including the Due Process Clause), the California Rules of Court and any other
2 applicable law.

3 9. The Class is hereby made final. The Class is defined as all current and former non-
4 exempt employees who worked for Defendants in the State of California from October 15, 2019
5 up to and including March 28, 2022.

6 10. The PAGA Members are hereby made final. The PAGA Members are defined as
7 all current and former non-exempt employees who worked one or more pay periods for Defendants
8 in the State of California from October 15, 2019 up to and including March 28, 2022.

9 11. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiffs and
10 the Class Members release Defendants and any of its past and present parents, including without
11 limitation Joey and Cucina Restaurants Inc., subsidiaries, partners, members and affiliates, and
12 their respective past and present predecessors, successors, assigns, representatives, officers,
13 directors, agents, employees, partners, investors, owners, members, affiliates, insurers, legal
14 representatives and attorneys (“Released Parties”) from any and all claims which arose during the
15 Release Period and (i) were asserted in the LWDA Letter and Plaintiffs’ Complaints; and/or (ii)
16 reasonably could have been asserted in the Action based upon the facts alleged in the LWDA
17 Letter and Plaintiffs’ Complaints, including without limitation, any claims under any California
18 statute, regulation, rule or common law, or any other legal or equitable theory, as well as all class
19 action claims arising out of or related to the factual allegations pled in Plaintiffs’ Complaints which
20 occurred during the relevant Release Period. These claims include, but are not limited to: Failure
21 to pay wages/overtime; Failure to provide meal periods, Failure to provide rest periods;
22 Conversion, Failure to keep accurate information, Failure to issue lawful itemized wages statement
23 pursuant to section 226(a); Waiting time penalties; Unfair Business Practices pursuant to Business
24 & Professions Code section 17200 et seq; and all claims, rights, demands, actions, and obligations
25 of any kind or nature related to any alleged tips owed, penalties or other amounts that relate to tips
26 from October 15, 2019 up to and including the date of preliminary approval or sixty days from the

1 date of the January 27, 2022 mediation, whichever comes first.

2 12. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiffs and
3 the PAGA Members release Defendants and the Released Parties from any and all penalties
4 pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA") (Lab. Code § 2699
5 et seq.) for violations identified in Plaintiffs' LWDA letters, which include Labor Code sections
6 201-204, 221, 224, 226(a), 226.3, 233, 245, 247.5, 227.3, 351, 353, 354, 1174(d), 1182.12, 1194,
7 1197, 1197.1, 1198, 1198.5, 2802 and 2810 from October 15, 2019 up to and including March 28,
8 2022.

9 13. The Settlement Agreement is not an admission by Defendants, nor is this Final
10 Order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither
11 this Final Order, the Settlement, nor any document referred to herein, nor any action taken to carry
12 out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence,
13 or wrongdoing on the part of Defendants.

14 14. Plaintiffs and all Class Members who have not been timely and properly requested
15 exclusion from the Class, and any person acting on their behalf, are permanently barred and
16 enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
17 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
18 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
19 jurisdiction based on the Released Class Claims and/or Released PAGA Claims; and (ii)
20 organizing such non-excluded Class Members into a separate class for purposes of pursuing as a
21 purported class action (including by seeking to amend a pending complaint to include class
22 allegations, or by seeking class certification in a pending action) any lawsuit based on or relating
23 to the Released Class Claims and/or Released PAGA Claims;

24 15. The Settlement Agreement provides that the Gross Settlement Amount is Seven
25 Hundred Twenty Five Thousand Dollars and zero cents (\$725,000.00). The Net Settlement
26 Amount shall be determined according to the terms of the Settlement Agreement.

16. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement Agreement.

17. The Court hereby finds that Plaintiffs and Class Counsel adequately represented the Class for purposes of entering into and implementing the Settlement. The Court hereby confirms Kingsley & Kingsley, APC and Vision Legal, Inc. as Class Counsel in the Action.

18. The Court hereby finds the unopposed application of Class Counsel for a costs and attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$241,666.67 shall be paid for attorney fees and up to \$30,000.00 shall be paid for litigation costs.

19. The unopposed application of Class Counsel for a Service Award is hereby granted. Of the Gross Settlement Amount, a \$15,000.00 enhancement award shall be allocated to Named Plaintiffs SHANE CASKEY and KALKIDAN SILER.

20. The unopposed application of Class Counsel for claims administration fees to XX or the designated claim administrator is hereby granted. Of the Gross Settlement Amount, up to \$17,000.00 shall be paid for settlement administration fees.

21. The Court approves the PAGA Payment in the amount of \$25,000.00. The Court approves 75% of the PAGA Payment being allocated to the LWDA in the amount of \$18,750.00. The Court further directs that the remaining 25% of the PAGA Payment, in the amount of \$6,250.00 shall be allocated to the PAGA Members.

22. If a Class Member and/or PAGA Member does not cash his or her settlement check within 180 days of mailing, the uncashed funds shall be transmitted by the Claims Administrator to the California State Controller's Unclaimed Property Fund in the name of the individual

23. Defendants shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Settlement Agreement.

24. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. § 664.4, the Court

1 shall retain continuing jurisdiction over the consolidated Action, the Parties, and the Class, as well
2 as the administration and enforcement of the terms of the Settlement of this action to enforce the
3 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
4 continuing jurisdiction over the Actions, the Parties, and the Class, as well as the administration
5 and enforcement of the Settlement. Any disputes or controversies arising with respect to the
6 interpretation, consummation, enforcement, or implementation of the Settlement shall be
7 presented by motion to the Court; provided however, that nothing in this Part shall restrict the
8 ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of
9 the Settlement Agreement.

10 25. This Final Order shall constitute a final judgment.

11 26. The Court hereby dismisses the consolidated Action (including all individual
12 claims and Released Class Claims and Released PAGA Claims presented thereby) with prejudice,
13 without fees or costs to any party except as provided in the Settlement Agreement.

14
15 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

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(additional attorneys listed on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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. 20STCV48840
Consolidated with Case No. 21STCV11098

[Consolidated Case Assigned to The
Honorable David S. Cunningham in Dept. 11]

**ADDENDUM TO JOINT STIPULATION
OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE
OF CLAIMS**

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Attorneys for Plaintiff Kalkidan Siler, the proposed
class, and all aggrieved employees

**ADDENDUM TO JOINT STIPULATION OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE OF CLAIMS**

Plaintiffs SHANE CASKEY and KALKIDAN SILER (“Plaintiffs”), individually and on
behalf of the Class and the State of California, as a private attorney general, on the one hand, and
Defendants JOEY RESTAURANT (LOS ANGELES) INC., JOEY RESTAURANT
(MANHATTAN BEACH) INC., and JOEY RESTAURANT (WOODLAND HILLS) INC.
 (“Defendants”) on the other hand (Plaintiffs and Defendants collectively, the “Parties”) hereby
amend the Joint Stipulation of Class and Representative Action Settlement and Release of
Claims executed by the Parties on May 9, 2022, as follows:

A. Increase in Class Members – the Parties agree that Paragraph III.33. erroneously
stated the estimated number of Class Members as 118 people and that the correct number is 1,198.
As such, Paragraph III.33. in the Joint Stipulation of Class and Representative Action Settlement
and Release of Claims is replaced with the following:

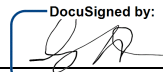
33. Increase in Class Members.

It was represented to Class Counsel that the Class Members are estimated to be 1,198
people. Upon receipt of the Class Data, the Claims Administrator shall confirm to Plaintiffs that
the Class Data is consistent with these representations. To the extent the number of Class Members
increases beyond 1,198 by more than 10%, Defendants shall have the option to increase the Gross

Settlement Amount by a proportionate amount to the extent it exceeds 10%. For example, if the number of Class Members increases by 11%, Defendants shall increase the Gross Settlement Amount by 1%. If the increase causes an increase of the cost of settlement administration beyond the amount that has been approved by the Court, Defendants shall, at its option, separately bear the increased cost of settlement administration outside of the Gross Settlement Amount. If Defendants elect to not separately bear the increase cost, it may, at its option, withdraw from the class settlement.

READ CAREFULLY BEFORE SIGNING

Dated: 6/22, 2022

DocuSigned by:

 By: Shane Caskey

Dated: _____, 2022

By: _____
 Kalkidan Siler

Dated: _____, 2022

Joey Restaurant (Los Angeles) Inc.

By: _____
 Beth Bolyard, Duly Authorized Representative

Dated: _____, 2022

Joey Restaurant (Manhattan Beach) Inc.

By: _____
 Beth Bolyard, Duly Authorized Representative

Dated: _____, 2022

Joey Restaurant (Woodland Hills) Inc.

By: _____
 Beth Bolyard, Duly Authorized Representative

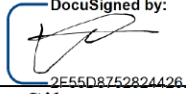
1 Settlement Amount by a proportionate amount to the extent it exceeds 10%. For example, if the
2 number of Class Members increases by 11%, Defendants shall increase the Gross Settlement
3 Amount by 1%. If the increase causes an increase of the cost of settlement administration beyond
4 the amount that has been approved by the Court, Defendants shall, at its option, separately bear
5 the increased cost of settlement administration outside of the Gross Settlement Amount. If
6 Defendants elect to not separately bear the increase cost, it may, at its option, withdraw from the
7 class settlement.

8 **READ CAREFULLY BEFORE SIGNING**

9 Dated: _____, 2022

By: _____
Shane Caskey

11 Dated: 6/22/2022, 2022

By:  _____
Kalkidan Siler

14 Dated: _____, 2022

Joey Restaurant (Los Angeles) Inc.

By: _____
Beth Bolyard, Duly Authorized Representative

18 Dated: _____, 2022

Joey Restaurant (Manhattan Beach) Inc.

By: _____
Beth Bolyard, Duly Authorized Representative

22 Dated: _____, 2022

Joey Restaurant (Woodland Hills) Inc.

By: _____
Beth Bolyard, Duly Authorized Representative

Settlement Amount by a proportionate amount to the extent it exceeds 10%. For example, if the number of Class Members increases by 11%, Defendants shall increase the Gross Settlement Amount by 1%. If the increase causes an increase of the cost of settlement administration beyond the amount that has been approved by the Court, Defendants shall, at its option, separately bear the increased cost of settlement administration outside of the Gross Settlement Amount. If Defendants elect to not separately bear the increase cost, it may, at its option, withdraw from the class settlement.

READ CAREFULLY BEFORE SIGNING

Dated: _____, 2022

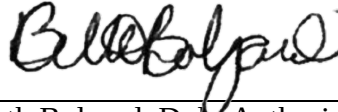
By: _____
Shane Caskey

Dated: _____, 2022

By: _____
Kalkidan Siler

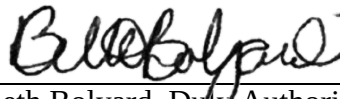
Dated: June 30, 2022

Joey Restaurant (Los Angeles) Inc.

By: 
Beth Bolyard, Duly Authorized Representative

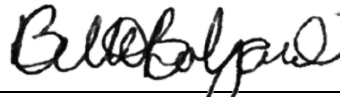
Dated: June 30, 2022

Joey Restaurant (Manhattan Beach) Inc.

By: 
Beth Bolyard, Duly Authorized Representative

Dated: June 30, 2022

Joey Restaurant (Woodland Hills) Inc.

By: 
Beth Bolyard, Duly Authorized Representative

1 **APPROVED AS TO FORM AND CONTENT:**

2 Dated: June 21, 2022

KINGSLEY & KINGSLEY APC

3
4 By: 

Eric B. Kingsley
Liane Katzenstein Ly
Jessica Adlouni
Attorneys for Plaintiff Shane Caskey, the
proposed class, and all PAGA groups

8 Dated: June 21, 2022

HENNIG KRAMER RUIZ & SINGH, LLP
Jennifer Kramer

10 **VISION LEGAL, INC.**

Tina Mehr

11
12 By: 

Jennifer Kramer
Attorneys for Plaintiff Kalkidan Siler, the
proposed class, and all PAGA groups

15 Dated: June 21, 2022

DAVIS WRIGHT TREMAINE LLP

17
18 By: 

Camilo Echavarria
Evelyn Wang
Christopher Im
Attorneys for Defendant

EXHIBIT "2"

	A	C	D	E	F	G	H	I	J	K	L
	ALM RESEARCH 2007 NLJ Billing Survey Fiscal Year - 2007 Billing Source-National Law Journal 12/11/2007 Copyright © 2007, ALM Properties, Inc., All Rights Reserved										
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
1											
2	2007 NLJ Billing Survey										
3	Fiscal Year - 2007										
4	Billing Source-National Law Journal 12/11/2007										
5	Copyright © 2007, ALM Properties, Inc., All Rights Reserved										
6											
7	Adams and Reese	\$500	\$225	\$255	\$165	\$198	\$305	\$278	\$197	\$300	\$275
8	Andrews Kurth	\$795	\$400	\$460	\$210						
9	Arent Fox	\$675	\$395	\$440	\$240						
10	Armstrong Teasdale	\$450	\$295	\$295	\$165						
11	Baker, Donelson, Bearman, Caldwell & Berkowitz	\$525	\$230	\$315	\$160	\$205	\$325	\$280	\$200	\$320	\$270
12	Barnes & Thornburg	\$485	\$265	\$295	\$180	\$225	\$350	\$302	\$220	\$355	\$310
13	Bass, Berry & Sims PLC	\$575	\$300	\$285	\$180						
14	Best Best & Krieger	\$495	\$290	\$350	\$160	\$203	\$275	\$212	\$235	\$390	\$265
15	Bond, Schoeneck & King	\$435	\$200	\$250	\$140	\$179	\$294	\$253	\$175	\$295	\$300
16	Bradley Arant Rose & White	\$520	\$240	\$280	\$180	\$211	\$335	\$258	\$205	\$330	\$260
17	Briggs and Morgan	\$500	\$250	\$325	\$195	\$233	\$391	\$344	\$230	\$395	\$350
18	Brinks Hofer Gilson & Lione	\$650	\$300	\$410	\$180	\$273	\$479	\$365	\$250	\$485	\$350
19	Broad and Cassel	\$450	\$250	\$310	\$165	\$232	\$361	\$294	\$225	\$360	\$275
20	Brownstein Hyatt Farber Schreck	\$675	\$260	\$270	\$170	\$219	\$373	\$308	\$218	\$390	\$325
21	Bryan Cave	\$695	\$320	\$495	\$165	\$295	\$493	\$394	\$295	\$490	\$375
22	Buchanan Ingersoll & Rooney	\$750	\$320	\$460	\$150						
23	Bullivant Houser Bailey	\$500	\$225	\$350	\$150	\$240	\$285	\$260	\$220	\$275	\$250
24	Burr & Forman	\$470	\$250	\$305	\$175	\$235	\$340				
25	Butzel Long	\$575	\$210	\$350	\$155						
26	Carlton Fields	\$600	\$280	\$375	\$190	\$243	\$406	\$312	\$245	\$405	\$300
27	Coolley Godward Kronish	\$875	\$470	\$555	\$250						
28	Covington & Burling	\$800	\$510	\$525	\$240						
29	Cozen O'Connor	\$750	\$230	\$530	\$155	\$283	\$420	\$350	\$280	\$425	\$340
30	Curtis, Mallet-Prevost, Colt & Mosle	\$735	\$635	\$560	\$280	\$361	\$666	\$396	\$360	\$685	\$480
31	Davis Wright Tremaine	\$695	\$300	\$390	\$170	\$257	\$430	\$375	\$250	\$423	\$375
32	Day Pitney	\$650	\$350	\$525	\$210	\$306	\$472	\$374	\$310	\$465	\$375
33	Dickinson Wright	\$530	\$260	\$275	\$170						
34	Dickstein Shapiro Morin & Oshinsky	\$825	\$425	\$440	\$225	\$336	\$552	\$438	\$360	\$550	\$425
35	Dinsmore & Shohl	\$475	\$235	\$285	\$155	\$199	\$342	\$275	\$190	\$340	\$250
36	Dorsey & Whitney	\$750	\$220	\$470	\$145	\$274	\$463	\$375	\$260	\$463	\$365
37	Duane Morris	\$705	\$315	\$465	\$150	\$310	\$475	\$416	\$305	\$470	\$415
38	Dykema Gossett	\$625	\$245	\$390	\$185	\$272	\$403				
39	Edwards Angell Palmer & Dodge	\$700	\$350	\$450	\$170	\$293	\$515	\$407	\$280	\$513	\$400
40	Epstein Becker & Green	\$675	\$280	\$440	\$155	\$290	\$471	\$380	\$280	\$475	\$395
41	Fenwick & West	\$775	\$500	\$500	\$245	\$360	\$590	\$395	\$370	\$600	\$410
42	Foley & Lardner	\$855			\$185	\$387	\$550	\$476	\$375	\$550	\$475
43	Ford & Harrison	\$560	\$325	\$395	\$210						
44	Fowler White Boggs Banker	\$500	\$230	\$325	\$150	\$217	\$345	\$303	\$210	\$340	\$300
45	Fox Rothschild	\$595	\$240	\$440	\$190						

	A	C	D	E	F	G	H	I	J	K	L
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
46											
47	Frost Brown Todd	\$455	\$225	\$255	\$145	\$180	\$303	\$256	\$170	\$295	\$255
48	Gardere Wynne Sewell	\$715	\$350	\$425	\$220	\$292	\$472	\$405	\$265	\$475	\$405
49	GrayRobinson, PA	\$500	\$175	\$250	\$250	\$198	\$319	\$224			
50	Greenberg Traurig, PA	\$850	\$300	\$505	\$175	\$311	\$490	\$407	\$310	\$500	\$415
51	Harris Beach	\$475	\$250	\$275	\$140						
52	Hiscock & Barclay LLP	\$375	\$220	\$250	\$160	\$185	\$278	\$245	\$180	\$280	\$250
53	Hodgson Russ	\$645	\$215	\$395	\$155	\$219	\$337	\$254	\$205	\$350	\$250
54	Hogan & Hartson	\$850	\$300	\$525	\$150	\$385	\$600	\$490	\$370	\$590	
55	Holland & Hart	\$585	\$275	\$345	\$165	\$269	\$388	\$335	\$275	\$385	\$335
56	Holme Roberts & Owen	\$635	\$285	\$420	\$195	\$284	\$412	\$353	\$265	\$410	\$345
57	Howard, Rice, Nemerovski, Canady, Falk & Rabkin	\$775	\$495	\$485	\$275						
58	Hughes Hubbard & Reed	\$825	\$595	\$560	\$240						
59	Husch & Eppenberger	\$425	\$190	\$260	\$130	\$179	\$297	\$248	\$175	\$295	\$245
60	Jackson Lewis	\$575	\$235	\$450	\$210						
61	Jenner & Block LLP	\$900	\$450	\$425	\$275	\$327	\$562		\$325	\$525	
62	Jones, Walker, Waechter, Poitevent, Carrere & Denegre	\$600	\$210	\$225	\$150						
63	Kelley Drye & Warren	\$800	\$400	\$500	\$255						
64	Knobbe, Martens, Olson & Bear	\$645	\$340	\$420	\$215						
65	Lane Powell Moss & Miller	\$515	\$300	\$300	\$205	\$255	\$370	\$345	\$255	\$370	\$345
66	Lathrop & Gage	\$450	\$225	\$300	\$140	\$185	\$300	\$215	\$185	\$300	\$260
67	Leonard, Street and Deinard	\$500	\$300	\$300	\$185						
68	Lewis, Rice & Fingersh	\$425	\$240	\$295	\$130						
69	Lindquist & Vennum	\$500	\$260	\$260	\$165						
70	Locke, Lord, Bissell & Liddell	\$900	\$375	\$390	\$190	\$281	\$488	\$399	\$280	\$490	\$425
71	Loeb & Loeb	\$875	\$425	\$500	\$240	\$384	\$606	\$505	\$400	\$600	\$500
72	Lord, Bissell & Brook	\$690	\$335	\$410	\$200	\$299	\$473	\$410	\$300	\$475	\$415
73	Lowenstein Sandler	\$725	\$380	\$395	\$205						
74	Luce, Forward, Hamilton & Scripps	\$725	\$325	\$450	\$220	\$281	\$465	\$381	\$280	\$475	\$395
75	Manatt, Phelps & Phillips	\$785	\$520	\$480	\$265	\$395	\$600	\$518	\$415	\$590	\$550
76	Marshall, Dennehey, Warner, Coleman & Goggin	\$400	\$135	\$300	\$120						
77	McCarter & English LLP	\$650	\$325	\$395	\$205						
78	McElroy Deutsch, Mulvaney & Carpenter	\$450	\$295	\$225	\$135	\$180	\$250	\$195	\$165	\$235	\$215
79	McKee Nelson	\$920	\$635	\$595	\$375	\$446	\$760	\$489	\$455	\$755	\$475
80	Michael Best & Friedrich	\$550	\$225	\$300	\$185	\$234	\$363	\$321	\$235	\$350	\$325
81	Miles & Stockbridge	\$535	\$315	\$405	\$205	\$260	\$397				
82	Miller & Martin	\$580	\$230	\$295	\$160	\$201	\$338	\$306	\$195	\$340	\$320
83	Miller, Canfield, Paddock and Stone, PLC	\$595	\$265	\$340	\$160	\$225	\$400	\$285	\$220	\$400	\$335
84	Montgomery, McCracken, Walker & Rhoads	\$755	\$320	\$320	\$195	\$260	\$419	\$360			
85	Moore & Van Allen	\$765	\$265	\$330	\$175						
86	Morgan, Lewis & Bockius	\$850	\$375	\$575	\$200						
87	Morris, Manning & Martin	\$625	\$350	\$400	\$180	\$285	\$436	\$380	\$310	\$395	\$440
88	Nexsen Pruet Jacobs & Pollard	\$420	\$220	\$250	\$150						
89	Ogletree, Deakins, Nash, Smoak & Stewart	\$575	\$270	\$360	\$200	\$256	\$348	\$312			
90	Patton Boggs	\$920	\$320	\$520	\$205	\$375	\$536	\$456	\$385	\$525	\$455
91	Pepper Hamilton	\$750	\$335	\$425	\$200						
92	Perkins Cole	\$805	\$205	\$500	\$145						

	A	C	D	E	F	G	H	I	J	K	L
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
93											
94	Phelps Dunbar	\$450	\$170	\$205	\$130	\$174	\$243	\$184	\$175		
95	Phillips Lytle	\$435	\$245	\$300	\$140	\$205	\$309	\$223	\$205	\$300	\$215
96	Polsinelli Shalton Welte Suelthaus	\$600	\$250	\$250	\$175						
97	Quarles & Brady	\$575	\$260	\$335	\$185	\$233	\$377	\$319	\$235	\$375	\$325
98	Reed Smith	\$825	\$350	\$510	\$200	\$374	\$558	\$395	\$350	\$525	\$385
99	Robinson & Cole	\$575	\$340	\$325	\$200	\$295	\$424	\$328	\$280	\$420	\$330
100	Roetzel & Andress	\$460	\$210	\$275	\$110	\$198	\$302	\$264	\$200	\$300	\$260
101	Rutan & Tucker	\$600	\$335	\$350	\$210						
102	Saul Ewing	\$750	\$315	\$485	\$180	\$273	\$426	\$357	\$255	\$415	\$365
103	Schnader Harrison Segal & Lewis	\$750	\$240	\$385	\$175						
104	Schulte Roth & Zabel	\$850	\$650	\$585	\$235	\$435	\$724		\$440	\$745	
105	Sheppard, Mullin, Richter & Hampton	\$795	\$425	\$550	\$260						
106	Shughart Thomson & Kilroy	\$475	\$235	\$225	\$160						
107	Shumaker, Loop & Kendrick	\$465	\$200	\$360	\$180	\$221	\$311	\$289	\$220	\$305	\$300
108	Sills Cummis Epstein & Gross	\$650	\$350	\$375	\$195						
109	Smith, Gambrell & Russell	\$575	\$250	\$345	\$175						
110	Snell & Wilmer	\$675	\$275	\$390	\$170	\$248	\$390				
111	Steptoe & Johnson PLLC	\$325	\$200	\$250	\$170						
112	Stinson Morrison Hecker	\$600	\$230	\$250	\$175	\$207	\$333	\$295	\$225	\$365	\$285
113	Stoel Rives	\$500	\$275	\$350	\$160	\$231	\$379	\$324	\$230	\$375	\$330
114	Strasburger & Price	\$560	\$225	\$395	\$200	\$234	\$367	\$326	\$223	\$363	\$322
115	Sullivan & Worcester	\$700	\$415	\$420	\$245	\$309	\$550	\$438	\$290	\$540	\$440
116	Sutherland Asbill & Brennan	\$715	\$375	\$415	\$215	\$292	\$511	\$335	\$280	\$500	\$305
117	Thacher Proffitt & Wood	\$785	\$525	\$495	\$275	\$353	\$674	\$428	\$365	\$700	\$395
118	Thompson & Knight	\$730	\$370	\$370	\$205	\$295	\$496	\$415	\$310	\$485	\$400
119	Thompson Coburn	\$580	\$265	\$370	\$170						
120	Ulmer & Berne	\$470	\$240	\$290	\$165	\$212	\$343	\$280			
121	Vedder, Price, Kaufman & Kammholz	\$650	\$335	\$410	\$205	\$281	\$430	\$372	\$370	\$425	\$365
122	Wiggin and Dana	\$590	\$295	\$350	\$195						
123	Williams Mullen	\$600	\$300	\$425	\$205						
124	Wilmer Cutler Pickering Hale and Dorr	\$1,000	\$475	\$495	\$215						
125	Winstead Sechrest & Minick	\$620	\$345	\$360	\$180						
126	Winston & Strawn	\$845	\$400	\$590	\$200	\$365	\$608	\$455	\$395	\$640	\$523
127	Womble Carlyle Sandridge & Rice	\$575	\$290	\$370	\$195	\$268	\$426	\$355	\$265	\$425	\$360

EXHIBIT "3"

THE WALL STREET JOURNAL.

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<http://www.wsj.com/articles/legal-fees-reach-new-pinnacle-1-500-an-hour-1454960708>

BUSINESS | LAW

Legal Fees Cross New Mark: \$1,500 an Hour

Billing rates for partners at elite corporate law firms keep rising, despite low inflation, weak demand



Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at the mounting hourly fees of law partners at elite corporate law firms. Above, the U.S. Bankruptcy Court in New York. *PHOTO: BRENDAN MCDERMID/REUTERS*

By **SARA RANDAZZO** and **JACQUELINE PALANK**

Updated Feb. 9, 2016 10:11 a.m. ET

The day of the \$1,500-an-hour lawyer has arrived.

Partners at some of the nation's top law firms are approaching—and, in a few cases, surpassing—that watershed billing rate, making the \$1,000-an-hour legal fees that once seemed so steep look quaint by comparison.

Despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn, according to Citi Private Bank's Law Firm Group.

“We just raise them every year,” said John Altorelli, a finance lawyer at DLA Piper LLP in New York, who says the firm has set his rate at more than \$1,500 an hour. Mr. Altorelli, who filed for personal bankruptcy in 2014 to halt a legal battle with the estate of his former law firm, Dewey & LeBoeuf LLP, cracked the \$1,000-an-hour mark a decade ago. His fees have risen steadily ever since.

To soften the blow to clients, Mr. Altorelli does more than half his work on some kind of fixed-fee basis. “Using hourly rates is really anachronistic, but we still do it,” he said.

Raising rates ensures that law firms keep up with the competition and helps them wrest more money from clients, who routinely demand discounts for all but the most sensitive work.

“If you think of the rules of supply and demand, how in the world can they keep raising their rates?” said Jeff Carr, a former general counsel of oil-and-gas services and equipment company FMC Technologies who for years has been an outspoken opponent of hourly legal rates.

The rate creep has boosted law firms’ revenue at a time when many of them are under pressure from lower-cost legal-service providers and corporate clients that are keeping more legal work in-house. Revenue at law firms rose 4% last year, according to Wells Fargo Private Bank’s Legal Specialty Group, though demand rose just 0.5%.

“Lots of law firms will charge whatever the market can bear,” said the head of one of the nation’s 200 largest law firms.

Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at mounting fees. These court filings show the rates of partners specializing in corporate restructuring, as well as those with specialties like tax, litigation and corporate law.

A review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour, with top rates at several large law firms exceeding \$1,400.

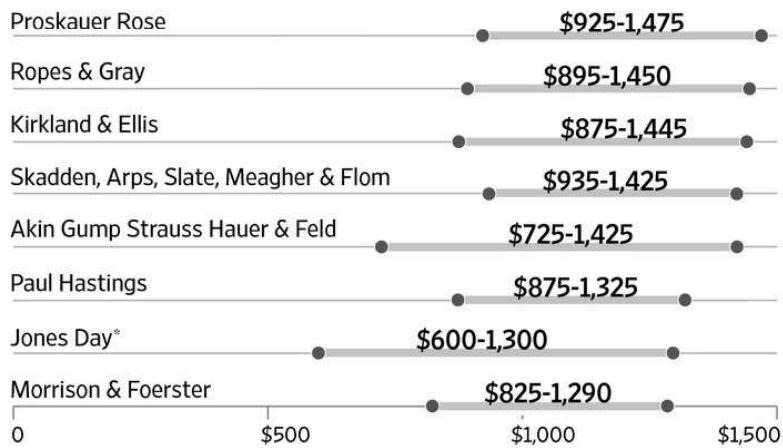
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

Kirkland & Ellis LLP’s top hourly billing rate is now \$1,445. And rates at two firms—Akin Gump Strauss Hauer & Feld LLP and Skadden, Arps, Slate, Meagher & Flom LLP—peak at \$1,425 an hour.

Representatives of the law firms declined to comment.

Top Billers

Hourly rates of partners at top U.S. law firms now approach \$1,500.



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

Martin Bienenstock, who leads Proskauer's restructuring practice, called the \$1,225 an hour he billed clients last year "a market rate similar to my peers at other firms," and said he charges the same rate for nonbankruptcy work.

"The clients have kept coming back and growing during my 38-year career," he

said in an email, adding that clients generally prefer dealing directly with senior lawyers versus younger associates with lower rates.

In disclosing their firmwide rate increases, many firms tell the courts it is a standard way of keeping pace with "economic and other conditions." These include rising fixed costs, such as real estate and salaries.

In theory, a law-firm partner's pay rises and falls with the success of the firm. But, as competition for top talent increases, many firms feel the need to guarantee salaries or ensure a partner's pay doesn't fall, even in down years.

Still, only elite lawyers can charge \$1,400 an hour or more. Such rates are found almost exclusively in New York and other major markets, and only in the least price-sensitive fields like mergers and acquisitions, restructuring, tax, antitrust and high-stakes litigation and appeals.

For lawyers at the very top of those fields, hourly rates can hit \$1,800 or even \$1,950.

"You have a very few people at the very top where price is almost no object," said legal consultant Bruce MacEwen, who likens it to the way celebrities, sports stars and best-selling authors are paid. "It is a talent market."

Most lawyers in the U.S. fall well below those high marks. In a survey of in-house legal departments by BTI Consulting Group, the average highest rate paid for

law-firm partners was \$875 an hour in 2015, up more than 27% from three years earlier. Of the respondents, 38% had paid more than \$1,000 an hour for a lawyer, and the highest rate those in the survey paid was \$1,600 an hour.

For many firms, the stated rate is simply a starting point in discussions with corporate law departments. As a result, said legal consultant Ward Bower of Altman Weil, “sophisticated” law firms tend to implement annual rate increases to offset clients’ requests for discounts.

Such discounts are becoming more commonplace. A decade ago, law firms could typically get clients to pay around 92% of their stated rates, according to Thomson Reuters Peer Monitor. Last year, that fell to less than 83%.

Smaller companies can get squeezed the most on fees, because they don’t send enough work to any one law firm to get the best deals.

Companies with \$4 billion or more in annual revenue were twice as likely as those with less than \$100 million in revenue to use some form of alternative fee, according to a survey from industry trade group the Association of Corporate Counsel.

Some industry watchers view the raise-and-discount approach with skepticism.

“If clients are pushing back on rates, the answer isn’t to raise them” and then ask for a discount, Mr. MacEwen said. “The answer is to provide better total value.”

Write to Sara Randazzo at sara.randazzo@wsj.com and Jacqueline Palank at jacqueline.palank@wsj.com

EXHIBIT "4"

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

EXHIBIT "5"

#individualaction  **Edit Tags**

Statute of Limitations **5 Year Trial Rule** **Trial Date**

Historic Cost

\$11,768.48

Court Cost **\$15.00**

Created: 3/22/2023 at 10:45 AM

Trialworks TaskCode

costs

Description

VCourt

Date Incurred

3/9/2023

Notes

HD: 3/20/23

Payee

VCourt

Court Cost **\$15.00**

Created: 3/1/2023 at 12:12 PM

Trialworks TaskCode

costs

Description

VCourt

Date Incurred

2/24/2023

Notes

HD: 2/28/23

Payee

VCourt

Court Cost **\$15.00**

Created: 1/20/2023 at 2:13 PM

Trialworks TaskCode costs	Description VCourt
Date Incurred 1/9/2023	Notes HD: 1/10/23
Payee VCourt	

Court Cost	\$15.00
<i>Created: 10/4/2022 at 2:52 PM</i>	

Trialworks TaskCode costs	Description VCourt
Date Incurred 9/15/2022	Notes HD: 9/28/22
Payee VCourt	

Postage Cost	\$5.80
<i>Created: 6/22/2022 at 9:42 AM</i>	

Trialworks TaskCode Postage Cost	Payee DocuSign
Date Incurred 6/22/2022	

Postage Cost	\$5.80
<i>Created: 6/1/2022 at 2:09 PM</i>	

Trialworks TaskCode Postage Cost	Date Incurred 5/18/2022
--	-----------------------------------

Payee
DocuSign

Postage Cost \$5.80

Created: 5/2/2022 at 8:55 AM

Trialworks TaskCode
Postage Cost

Payee
DocuSign

Date Incurred
4/29/2022

Notes
Settlement Agreement

Created: 3/4/2022 at 2:55 PM \$0.60

Trialworks TaskCode
Copies

Notes
Copy of cover letters re checks for following individuals:

Date Incurred
3/4/2022

- 1. Shannon Contino;
- 2. Ashley Vece;
- 3. Paige Colas;
- 4. Jefferson Asah;
- 5. Jerilee Jaravata; and,
- 6. Shane Caskey.

Payee
Paper Cut

Postage Cost \$3.18

Created: 3/4/2022 at 2:53 PM

Trialworks TaskCode
Postage Cost

Date Incurred
3/4/2022

Notes

Letters and checks were mailed to following individuals:

- 1. Shannon Contino;
- 2. Ashley Vece;
- 3. Paige Colas;
- 4. Jefferson Asah;
- 5. Jerilee Jaravata; and,
- 6. Shane Caskey.

Each mailing was 0.53

Reimbursement

-\$11,000.00

Created: 3/4/2022 at 1:10 PM

Trialworks TaskCode

costs

Date Incurred

3/4/2022

Payee

K&K

Description

Joey's indiv. K&K costs & fees 3.4.22

Docs

 Joeys indiv. K&K costs & fees 3.4.22.pdf

Research Cost

\$5,603.10

Created: 2/15/2022 at 2:26 PM

Trialworks TaskCode

costs

Date Incurred

2/15/2022

Payee

EconOne

Description

EconOneINV#21284 Caskey (Joey) 2.15.22

Docs

 EconOneINV#21284 Caskey (Joey) 2.15.22.pdf

Filing Fee

\$39.38

Created: 3/3/2022 at 9:41 AM

Trialworks TaskCode

filing fee

Date Incurred

2/14/2022

Payee

One Legal

Description

OLINV#03856826 JOEY CASK 2.14.22

Docs

 OLINV#03856826 JOEY CASK 2.14.22.pdf

Filing Fee

\$24.91

Created: 3/3/2022 at 9:05 AM

Trialworks TaskCode

filing fee

Date Incurred

2/14/2022

Payee

One Legal

Description

OLINV#03855666 JOEY CASK 2.14.22

Docs

 OLINV#03855666 JOEY CASK 2.14.22.pdf

Postage Cost

\$5.80

Created: 2/8/2022 at 2:43 PM

Trialworks TaskCode

postage

Date Incurred

2/4/2022

Payee

Docusign

Description

postage

Notes

Ashley Vece

Postage Cost

\$5.80

Created: 2/8/2022 at 2:35 PM

Trialworks TaskCode postage	Description postage
Date Incurred 2/4/2022	Notes Jerilee Jaravata
Payee Docusign	

Postage Cost	\$5.80
Created: 2/8/2022 at 1:30 PM	

Trialworks TaskCode postage	Description postage
Date Incurred 2/4/2022	Notes Marquesha Gilmore
Payee Docusign	

Postage Cost	\$5.80
Created: 2/8/2022 at 1:24 PM	

Trialworks TaskCode postage	Description postage
Date Incurred 2/4/2022	Notes Elizabeth Chacon
Payee Docusign	

Postage Cost	\$5.80
Created: 2/8/2022 at 1:12 PM	

Trialworks TaskCode postage	Description postage
Date Incurred 2/4/2022	Notes Paige Colas
Payee DocuSign	

Postage Cost	\$5.80
<i>Created: 2/8/2022 at 12:49 PM</i>	

Trialworks TaskCode postage	Payee postage
Date Incurred 2/4/2022	Description docuSign

Postage Cost	\$5.80
<i>Created: 2/8/2022 at 12:43 PM</i>	

Trialworks TaskCode postage	Description postage
Date Incurred 2/4/2022	Notes Shannon Contino
Payee DocuSign	

Postage Cost	\$5.80
<i>Created: 2/4/2022 at 10:34 AM</i>	

Trialworks TaskCode Postage Cost	Date Incurred 2/4/2022
--	----------------------------------

Payee DocuSign	Notes Asah Jefferson
Description postage	

Postage Cost	\$32.67
<i>Created: 2/8/2022 at 2:45 PM</i>	

Trialworks TaskCode postage	Description postage
Date Incurred 11/19/2021	Notes Ashley Vece
Payee postage	

Filing Fee	\$39.38
<i>Created: 9/23/2021 at 11:28 AM</i>	

Trialworks TaskCode Filing Fee	Description OLINV#03544855 JR 9.17.21
Date Incurred 9/17/2021	Docs  OLINV#03544855 JR 9.17.21.pdf
Payee One Legal	

Filing Fee	\$20.80
<i>Created: 9/17/2021 at 12:33 PM</i>	

Trialworks TaskCode Filing Fee	Date Incurred 9/16/2021
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Payee One Legal	Docs  OLINV#03541611 JR 9.16.21.pdf
Description OLINV#03541611 JR 9.16.21	

Mediation Cost

\$15,030.00

Created: 8/27/2021 at 4:13 PM

Trialworks TaskCode Mediation Costs
Date Incurred 8/27/2021
Payee Mediation Office of Mark Rudy
Description PAGA mediation for Shane Caskey and IND mediation fee (names listed in notes section)

- Notes**
- Shannon Contino
 - Asah Jefferson
 - Paige Colas
 - Elizabeth Chacon
 - Marquesha Gilmore
 - Jerilee Jaravata
 - Ashley Vece
 - Shane Caskey

Research Cost

\$177.83

Created: 2/8/2022 at 2:44 PM

Trialworks TaskCode costs	Description billing period 1/1/21-1/31/21
Date Incurred 2/19/2021	Notes Ashley Vece
Payee Thomson Reuters	

Reimbursement

\$394.24

Created: 2/8/2022 at 1:06 PM

Asah Jefferson

Jerilee Jaravata

Asah Jefferson

Created: 2/8/2022 at 1:32 PM

Trialworks TaskCode postage	Description December 2020 postage
Date Incurred 12/9/2020	Notes Marquesha Gilmore
Payee postage	

Postage Cost	\$32.67
Created: 2/8/2022 at 1:27 PM	

Trialworks TaskCode postage	Payee postage
Date Incurred 12/9/2020	Description December 2020 postage

Postage Cost	\$32.67
Created: 2/8/2022 at 1:14 PM	

Trialworks TaskCode postage	Description December 2020 postage
Date Incurred 12/9/2020	Notes Paige Colas
Payee postage	

Postage Cost	\$21.35
Created: 2/8/2022 at 1:08 PM	

Trialworks TaskCode postage	Date Incurred 11/30/2020
---------------------------------------	------------------------------------

Payee postage	Notes Asah Jefferson
Description November 2020 postage	

Research Cost	\$16.01
<i>Created: 2/8/2022 at 1:25 PM</i>	

Trialworks TaskCode costs	Description billing period 10/1/20-10/31/20
Date Incurred 11/17/2020	Notes Elizabeth Chacon
Payee Thomson Reuters	

Postage Cost	\$21.35
<i>Created: 2/8/2022 at 2:36 PM</i>	

Trialworks TaskCode postage	Payee postage
Date Incurred 10/6/2020	Description October 2020 postage

Postage Cost	\$21.35
<i>Created: 2/8/2022 at 1:26 PM</i>	

Trialworks TaskCode postage	Payee postage
Date Incurred 10/6/2020	Description October 2020 postage

Notes
Elizabeth Chacon

Postage Cost \$85.40

Created: 2/8/2022 at 1:31 PM

Trialworks TaskCode
postage

Date Incurred
9/25/2020

Payee
postage

Description
September 2020 postage

Notes
Marquesha Gilmore

Notes
Marquesha Gilmore

Postage Cost\$32.67

Created: 2/8/2022 at 12:44 PM

Trialworks TaskCode
postage

Description
December 2021 postage

Payee
postage

#1194 #11942 #1199 #203 #226a1 #226a9 #351 #353 #510 #558
 #gratuities #overtime #pagaaction #tips #wagestatement

 Edit Tags

Statute of Limitations 5 Year Trial Rule Trial Date

Historic Cost

\$1,295.06

Court Cost

\$55.20

Created: 6/15/2023 at 11:21 AM

Trialworks TaskCode

costs

Date Incurred

6/15/2023

Payee

Case Anywhere

Description

CAINV#291276 Joey II 6.15.23

Docs

 CAINV#291276 Joey II 6.15.23.pdf

Filing Fee

\$43.24

Created: 5/4/2023 at 3:51 PM

Trialworks TaskCode

filing fee

Date Incurred

4/24/2023

Payee

One Legal

Description

OLINV#04935551 Joey II 4.24.23

Docs

 OLINV#04935551 Joey II 4.24.23.pdf

Filing Fee

\$43.24

Created: 5/4/2023 at 3:45 PM

Trialworks TaskCode filing fee	Description OLINV#04935408 Joey II 4.24.23
Date Incurred 4/24/2023	Docs  OLINV#04935408 Joey II 4.24.23.pdf
Payee One Legal	

Filing Fee	\$18.69
<i>Created: 5/4/2023 at 3:30 PM</i>	

Trialworks TaskCode filing fee	Description OLINV#04934034 Joey II 4.24.23
Date Incurred 4/24/2023	Docs  OLINV#04934034 Joey II 4.24.23.pdf
Payee One Legal	

Court Cost	\$15.00
<i>Created: 4/25/2023 at 11:33 AM</i>	

Trialworks TaskCode costs	Description VCourt
Date Incurred 4/6/2023	Notes HD: 4/18/23
Payee VCourt	

Filing Fee	\$72.32
<i>Created: 4/13/2023 at 1:44 PM</i>	

Trialworks TaskCode filing fee	Description OLINV#04865859 Joey II 3.28.23
Date Incurred 3/28/2023	Docs  OLINV#04865859 Joey II 3.28.23.pdf
Payee One Legal	

Filing Fee	\$18.69
<i>Created: 4/13/2023 at 1:03 PM</i>	

Trialworks TaskCode filing fee	Description OLINV#04862841 Joey II 3.28.23
Date Incurred 3/28/2023	Docs  OLINV#04862841 Joey II 3.28.23.pdf
Payee One Legal	

Postage Cost	\$5.80
<i>Created: 3/23/2023 at 8:12 AM</i>	

Trialworks TaskCode Postage Cost	Payee DocuSign
Date Incurred 3/23/2023	

Postage Cost	\$5.80
<i>Created: 5/18/2022 at 4:31 PM</i>	

Trialworks TaskCode Postage Cost	Date Incurred 5/18/2022
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Payee
DocuSign

Postage Cost \$5.80

Created: 4/29/2022 at 9:11 AM

Trialworks TaskCode
Postage Cost

Payee
DocuSign

Date Incurred
4/29/2022

Research Cost \$43.05

Created: 4/15/2022 at 1:38 PM

Trialworks TaskCode
costs

Payee
Thomson Reuters

Date Incurred
4/15/2022

Research Cost \$4.63

Created: 3/10/2022 at 11:29 AM

Trialworks TaskCode
costs

Payee
Thomson Reuters

Date Incurred
3/10/2022

Description
billing period of 1/1/22- 1/31/22

Research Cost

\$84.21

Created: 3/10/2022 at 11:28 AM

Trialworks TaskCode costs	Payee Thomson Reuters
Date Incurred 3/10/2022	Description billing period of 1/1/22- 1/31/22

Filing Fee

\$39.89

Created: 3/17/2022 at 10:22 AM

Trialworks TaskCode filing fee	Description OLINV#03907479 JII 3.7.22
Date Incurred 3/7/2022	Docs  OLINV#03907479 JII 3.7.22.pdf
Payee One Legal	

Filing Fee

\$24.91

Created: 3/11/2022 at 3:57 PM

Trialworks TaskCode filing fee	Description OLINV#03905415 Joey II 3.7.22
Date Incurred 3/7/2022	Docs  OLINV#03905415 Joey II 3.7.22.pdf
Payee One Legal	

Court Cost

\$15.00

Created: 7/20/2021 at 12:54 PM

Trialworks TaskCode Costs	Description LA Connect - Hearing
Date Incurred 6/9/2021	Notes HD: 6/4/21
Payee LA Connect	Docs  Remote Appearance Payment Receipt Joeys 6.9.21.pdf

Filing Fee

\$23.88

Created: 6/25/2021 at 11:45 AM

Trialworks TaskCode filing fee	Description OLINV#03296947 Joey Rest II 5.19.21
Date Incurred 5/19/2021	Docs  OLINV#03296947 Joey Rest II 5.19.21.pdf
Payee One Legal	

Filing Fee

\$40.00

Created: 6/18/2021 at 5:30 PM

Trialworks TaskCode

One Legal Filing

Date Incurred

1/19/2021

Payee

One Legal

Description

OLINV#03060188 Caskey Ind. 1.19.21

Notes

Note: This entry was inadvertently inputted into wrong case file and is now under the correct case file. The time stamp as to when this entry was created is: 2/5/2021 at 9:19 AM

Docs OLINV#03060188 Caskey Ind. 1.19.21.pdf

Filing Fee

\$37.75*Created: 6/18/2021 at 5:29 PM***Trialworks TaskCode**

One Legal Filing

Date Incurred

1/19/2021

Payee

One Legal

Description

OLINV#03060139Caskey 1.19.21

Notes

Note: This entry was inadvertently inputted into wrong case file and is now under the correct case file. The time stamp as to when this entry was created is: 2/5/2021 at 8:58 AM

Docs OLINV#03060139Caskey 1.19.21.pdf

Filing Fee

\$20.20*Created: 6/18/2021 at 5:27 PM***Trialworks TaskCode**

One Legal Filing

Date Incurred

1/15/2021

Payee

One Legal

Description

OLINV#03055892 Joey Caskey Ind. 1.15.21

Notes

Note: This entry was inadvertently inputted into wrong case file and is now under the correct case file. The time stamp as to when this entry was created is: 1/15/2021 at 4:28 PM

Docs OLINV#03055892 Joey Caskey Ind. 1.15.21.pdf

Filing Fee

\$19.20

Created: 6/18/2021 at 5:26 PM

Trialworks TaskCode

One Legal Filing

Date Incurred

1/15/2021

Payee

One Legal

Description

OLINV#03054726 Joey Caskey Ind. 1.15.21

Notes

Note: This entry was inadvertently inputted into wrong case file and is now under the correct case file. The time stamp as to when this entry was created is: 1/15/2021 at 4:23 PM

Docs

 OLINV#03054726 Joey Caskey Ind. 1.15.21.pdf

Filing Fee

\$463.51

Created: 6/18/2021 at 5:21 PM

Trialworks TaskCode

One Legal Filing

Date Incurred

12/23/2020

Payee

One Legal

Notes

Note: This entry was inadvertently inputted into wrong case file and is now under the correct case file. The time stamp as to when this entry was created is: 1/6/2021 at 8:11 AM

Docs

 OLINV#03017411 Joey Caskey 12.23.20.pdf

Research Cost

\$1.96

Created: 6/18/2021 at 5:20 PM

Trialworks TaskCode

Thomson Reuters Research

Date Incurred

11/17/2020

Payee

Thomson Reuters

Description

billing period of 10/1/20-10/31/20

Notes

Note: This entry was inadvertently inputted into wrong case file and is now under the correct case file. The time stamp as to when this entry was created is: 11/17/2020 at 3:58 PM

Filing Fee

\$75.00*Created: 6/18/2021 at 5:19 PM***Trialworks TaskCode**

LWDA PAGA Filing fee

Date Incurred

10/15/2020

Notes

Note: This entry was inadvertently inputted into wrong case file and is now under the correct case file. The time stamp as to when this entry was created is: 10/23/2020 at 11:18 AM

Filing Fee

\$40.41*Created: 6/29/2021 at 12:34 PM***Trialworks TaskCode**

Filing Fee

Date Incurred

5/19/2020

Payee**Description**

OLINV#03299534 Joey II 5.19.21

Docs OLINV#03299534 Joey II 5.19.21.pdf

#1194 #11942 #1199 #203 #226a1 #226a9 #351 #353 #510 #558
 #gratuities #overtime #pagaaction #tips #wagestatement

 Edit Tags

Statute of Limitations **5 Year Trial Rule** **Trial Date**

Historic Cost

\$1,295.06

Created: 6/18/2021 at 5:18 PM

\$7.40

Trialworks TaskCode

October Postage

Notes

Note: This entry was inadvertently inputted into wrong case file and is now under the correct case file. The time stamp as to when this entry was created is: 10/21/2020 at 4:32 PM

Research Cost

\$70.28

Created: 6/18/2021 at 5:17 PM

Trialworks TaskCode

Thomson Reuters Research

Payee

Thomson Reuters

Notes

Billing period of 9/1/20-9/30/20

 Note: This entry was inadvertently inputted into wrong case file and is now under the correct case file. The time stamp as to when this entry was created is: 10/21/2020 at 3:54 PM

(Proof of Submission to the Labor and
Workforce Development Agency)

EXHIBIT "6"

(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 LIANE KATZENSTEIN LY IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT AND MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

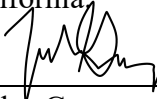
CAMILO ECHAVARRIA camiloechavarria@dwt.com EVELYN WANG evelynwang@dwt.com CHRISTOPHER IM christopherim@dwt.com DAVIS WRIGHT TREMAINE LLP 865 South Figueroa Street, 24th Floor Los Angeles, California 90017-2566	TINA MEHR tmehr@visionlegalinc.com VISION LEGAL, INC. 445 S. Figueroa Street, 31st Floor Los 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