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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—STANLEY MOSK COURTHOUSE

MARCIO RIBEIRO individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

B.W. HOTEL, LLC, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV01299

Honorable Daniel S. Murphy
Department 32

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, SERVICE AWARD, AND
SETTLEMENT ADMINISTRATION
COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor
Code § 2698, *Et Seq.*) Settlement Agreement
and Award of Attorneys' Fees and Costs,
Service Award, and Settlement
Administration Costs; Declaration of Plaintiff
(Marcio Ribeiro); and [Proposed] Order and
Judgment filed concurrently herewith]

Reservation ID: 582948867182
Date: October 3, 2022
Time: 8:30 a.m.
Department: 32

Complaint Filed: January 12, 2021
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwazian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Marcio Ribeiro (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal education and training in dispute resolution and negotiation from the *Straus Institute for Dispute Resolution* as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the *Los Angeles County Superior Court*. In October of 2000, I obtained a Litigation Paralegal Certificate from *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by *Girardi & Keese*.

5. At *Girardi & Keese*, my practice focused on massive class actions and other complex cases involving toxic torts and products liability. In addition, I gained substantial experience on cases involving insurance bad faith, premises liability, and medical negligence.

1 While employed by *Girardi & Keese*, I argued approximately 100 motions, took or defended
2 approximately 150 depositions, and prepared dozens of expert witnesses for deposition and/or
3 trial.

4 6. Since its inception in or around October of 2008, our firm has almost exclusively
5 focused on the prosecution of consumer and employment representative and class actions,
6 involving wage-and-hour claims, race discrimination, unfair business practices or consumer
7 fraud. Currently, we are the attorneys of record in over a dozen employment-related putative
8 class actions and representative actions in both state and federal courts in the State of California.
9 Our firm has successfully litigated cases involving the executive, administrative, and other
10 overtime exemptions to the State of California and federal overtime compensation requirements.
11 During this relatively short time, in association with other law firms, we have recovered millions
12 of dollars on behalf of thousands of individuals in California.

13 **EXAMPLES OF REPRESENTATIVE AND CLASS ACTION RESULTS**

14 7. What follows are just a few examples of the type of results Lawyers *for* Justice,
15 PC (“LFJ”) has achieved on behalf of its clients:

16 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class action against a major property management company involving allegations
18 of misclassification of various “manager” positions. On September 20, 2010, the court granted
19 final approval of the class action settlement. The Los Angeles County Superior Court Case
20 Number is BC400414.

21 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class action against a national retailer of household items involving allegations of
23 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
24 granted final approval of the class action settlement. The Los Angeles County Superior Court
25 Case Number is BC413498.

26 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class action against a national property management company involving
28 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court

1 granted final approval of the class action settlement. The Los Angeles County Superior Court
2 Case Number is BC430918.

3 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national retailer involving allegations of misclassification
5 of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
6 certification. On August 26, 2013, the court granted final approval of the class action settlement.
7 The Los Angeles County Superior Court Case Number is BC424012.

8 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA representative action against a bank, involving allegations of
10 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
11 granted final approval of the class and PAGA representative action settlement. The Kern County
12 Superior Court Case Number is S-1500-CV-273194-LHB.

13 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action against a national wholesale distributor of
15 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
16 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
17 representative action settlement. The Sacramento County Superior Court Case Number is 34-
18 2012-00136285.

19 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class action against a multinational corporation that provides global workplace
21 solutions, involving allegations of misclassification of the “Operations Manager” position. On
22 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
23 County Superior Court Case Number is BC478769.

24 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
25 wage-and-hour class and PAGA representative action against a national retailer of household
26 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
27 final approval of the class and PAGA representative action settlement. The San Francisco
28 County Superior Court Case Number is CGC-13-532344.

1 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
3 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
4 motion for class certification. On October 20, 2017, the court granted final approval of the class
5 and PAGA representative action settlement. The Los Angeles County Superior Court Case
6 Number is BC474784.

7 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a national retailer of upscale
9 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the
10 court granted final approval of the class and PAGA representative action settlement. The Los
11 Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial
12 Council Coordination Proceeding Number is 4794.

13 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class action against a national retailer of apparel and fashion accessories, on
15 behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the
16 class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

17 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
19 involving allegations of misclassification of the “Department Manager” position. On August 12,
20 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class.
21 On August 6, 2019, the court granted final approval of the class action settlement. The Alameda
22 County Superior Court Case Number is RG13680477.

23 m) LFJ represented the plaintiff in a PAGA representative action against a
24 real estate and property management company, on behalf of non-exempt employees. On
25 November 4, 2016, the court granted approval of the PAGA representative action settlement. The
26 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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1 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of
3 non-exempt employees. On November 18, 2016, the court granted final approval of the class and
4 PAGA representative action settlement. The San Francisco County Superior Court Case Number
5 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

6 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
7 representative action against a foodservice distributor, on behalf of non-exempt employees. On
8 January 26, 2017, the court granted final approval of the class and PAGA representative action
9 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

10 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
11 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
12 the employer's motion to compel arbitration, which resulted in a published opinion by the
13 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
14 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
15 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
16 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
17 5046.

18 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a consumer packaging company,
20 on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the
21 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
22 Number is BC590429.

23 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a manufacturer of food service
25 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
26 approval of the class and PAGA representative action settlement. The Orange County Superior
27 Court Case Number is 30-2015-00810013-CU-OE-CXC.

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1 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and PAGA representative action against a lumber and hardware company on
3 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the
4 class and PAGA representative action settlement. The Orange County Superior Court Case
5 Number is 30-2014-00747750-CU-OE-CXC.

6 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
7 representative action against a property management company, on behalf of non-exempt
8 employees. On June 14, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC586234.

11 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a food company on behalf of non-exempt employees. On June 30,
13 2017, the court granted final approval of the class and PAGA representative action settlement.
14 The Sacramento County Superior Court Case Number is 34-2015-00175871.

15 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
16 representative action against a chocolate company on behalf of non-exempt employees. On July
17 19, 2017, the court granted final approval of the class and PAGA representative action
18 settlement. The Alameda County Superior Court Case Number is RG15764300.

19 w) Our firm represented the plaintiff in a PAGA representative action, against
20 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
21 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
22 Los Angeles County Superior Court Case Number is BC569664.

23 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a manufacturer of plastic containers on behalf of non-exempt
25 employees. On October 31, 2017, the court granted final approval of the class and PAGA
26 representative action settlement. The Los Angeles County Superior Court Case Number is
27 BC577233.

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1 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
3 employees. On December 11, 2017, the court entered an order granting final approval of the
4 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
5 Number is BC569646.

6 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a property management company
8 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an
9 order granting final approval of the class and PAGA representative action settlement. The Los
10 Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council
11 Coordination Proceeding Number is 4819.

12 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a global provider of flexible office
14 space solutions. On February 15, 2018, the court entered an order granting final approval of the
15 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
16 Number is BC498401.

17 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
18 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
19 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
20 The Tulare County Superior Court Case Number is VCU264528.

21 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
22 representative action against a behavioral health service provider on behalf of non-exempt
23 employees. On November 13, 2018, the court granted final approval of the class and PAGA
24 representative action settlement. The Alameda County Superior Court Case Number is
25 RG16811450.

26 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 PAGA representative action against a global provider of products and services to the energy
28 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court

1 granted approval of the PAGA representative action settlement. The Kern County Superior
2 Court Case Number is S-1500-CV-280215-SDC.

3 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
4 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
5 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
6 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
7 Council Coordination Proceeding Number is 4886.

8 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
9 wage-and-hour class and representative action against a bank on behalf of non-exempt
10 employees. On September 27, 2019, the court granted the plaintiffs' motion for class
11 certification in part and certified a class. The Alameda County Superior Court Case Number is
12 RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

13 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a national retailer of apparel and
15 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
16 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
17 court granted final approval of the class and PAGA representative action settlement. The
18 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

19 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
20 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
21 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
22 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
23 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted
24 approval of the PAGA representative action settlement. The San Diego County Superior Court
25 Case Number is 34-2015-00175330.

26 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
27 wage-and-hour class and PAGA representative action against a medical equipment supplier on
28 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion

1 for class certification and certified a class. The San Bernardino County Superior Court Case
2 Number is CIVDS1505744.

3 jj) Lfj, in association with co-counsel therein, represents the plaintiff in a
4 wage-and-hour class and PAGA representative action against a large national drug testing
5 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
6 plaintiff's motion for class certification and certified a class. The San Diego County Superior
7 Court Case Number is 37-2018-00019611-CU-OE-CTL.

8 kk) Lfj, in association with co-counsel therein, represents the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
10 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
11 court granted in part the plaintiff's motion for class certification and certified a class. The
12 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
13 Judicial Council Coordination Proceeding Number is 4930.

14 ll) Lfj, in association with co-counsel therein, represents the plaintiffs in a
15 wage-and-hour class action against manufacturer and supplier of power products and services on
16 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'
17 motion for class certification and certified a class. The San Diego County Superior Court Case
18 Number is 37-2015-00025968-CU-OE-CTL.

19 mm) Lfj represents the plaintiff in a wage-and-hour class action against a
20 nutritional products manufacturer on behalf of non-exempt production line employees. On
21 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
22 certified a class. The Solano County Superior Court Case Number is FCS051001.

23 nn) Lfj represents the plaintiff in a wage-and-hour class action against an
24 iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15,
25 2022, the court granted the plaintiff's motion for class certification in part and certified a class.
26 The San Francisco Superior Court Case Number is CGC-16-550794.

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THE SETTLEMENT REACHED IN THE ACTION

8. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorney General Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff Marcio Ribeiro, for himself and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and Defendant B.W. Hotel, LLC (“Defendant”). The parties have also drafted and agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as “EXHIBIT 1” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, Service Award, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

9. The Aggrieved Employees covered by the Settlement consist of the following individuals: all current and former hourly-paid or non-exempt employees who have worked for Defendant at the Beverly Wilshire Hotel in California during the PAGA Period (“Aggrieved Employees”). The “PAGA Period” means the period between November 6, 2019 through Court approval of the Settlement. Defendant has represented that, as of July 8, 2022, there are approximately seven hundred eighty-nine (789) Aggrieved Employees.

10. It should also be noted that Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on November 6, 2020. The notice was sent by U.S. Certified Mail to the employer and the notice was submitted to the LWDA by way of online submission on the LWDA’s website. The LWDA did not respond to the letter that was sent on behalf of Plaintiff.

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11. The “Gross Settlement Amount” means the amount of \$470,000.00 that Defendant will pay under the Settlement. The Settlement Agreement provides that the “Net Settlement Amount” will be the Gross Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the amount of \$114,000.00 for attorneys’ fees and up to \$18,000.00 for reimbursement of litigation costs and expenses to Plaintiff’s Counsel; (2) Service Award of \$7,500.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$8,500.00 to the PAGA Settlement Administrator. Plaintiff’s Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of \$15,226.03, and assuming that the requested Attorneys’ Fees and Costs, Service Award, and Settlement Administration Costs are approved by the Court, the Net Settlement Amount is estimated to be approximately \$324,773.97. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$243,580.48 (“LWDA Payment”), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$81,193.49 (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods in which they were paid by Defendant for working hours at the Beverly Wilshire Hotel in California during the PAGA Period (“Compensable Pay Periods”). The parties have agreed to retain Phoenix Settlement Administrators (“Phoenix” or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint Phoenix to serve as the third-party settlement administrator. The Settlement Administration Costs are estimated not to exceed \$8,500.00 and will be paid out of the Gross Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL

12. The effectiveness of Plaintiff’s Counsel, Lawyers for Justice PC, in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action

1 settlements; and (3) significant savings in fees and costs which would have only increased
2 significantly had the case progressed through trial and/or appeals.

3 13. After engaging in extensive informal discovery, the parties participated in
4 settlement negotiations to try to resolve the lawsuit. These efforts included participating in a
5 full-day mediation on August 31, 2021, conducted by Lynn S. Frank, Esq., a well-respected
6 mediator experienced in mediating complex labor and employment matters. With the aid of the
7 mediator, the parties reached the Settlement described herein. During mediation, the parties
8 discussed all aspects of the case, including the risks and delays of further litigation, the risks to
9 the parties of proceeding with trial, the law relating to representative PAGA actions, off-the-
10 clock theory, wage-and-hour enforcement, and collective bargaining agreements, the evidence
11 produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals,
12 among other things. During all settlement discussions, the parties conducted their negotiations at
13 arm's length in an adversarial position.

14 14. Prior to reaching the Settlement, the Parties investigated the veracity, strength,
15 and scope of the PAGA claims. The documents and data that were reviewed and analyzed by
16 Plaintiff's Counsel included, and were not limited to, the employment records of Plaintiff,
17 employee time and pay data, Defendant's Collective Bargaining Agreements, training materials,
18 internal memorandum, various agreements, forms, and acknowledgments (such as, Defendant's
19 Rest Breaks Memorandum and Acknowledgement, Meal Period Waiver (Shift 6 Hours or Less),
20 Meal Period Waiver (Shift of more than 10 Hours), Second Meal Period Waiver (Shift of more
21 than 10 Hours), Acknowledgement and Acceptance of the Code of Business Conduct and Ethics,
22 and Confidentiality Agreement), Defendant's operations and employment, practices, policies,
23 and procedures documents (such as, Defendant's Code of Business Conduct and Ethics, Meal
24 Break and Rest Period Policies, Tip-Reporting Basics and Tip-Reporting Policy, and Beverly
25 Wilshire Hotel Grooming Policy & Procedure), among other documents. Counsel for the parties
26 undertook significant investigation and also invested time reviewing and analyzing relevant
27 documents and data to evaluate Plaintiff's claims, including, and not limited to, calculating the
28 potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel

1 included but was not limited to: meeting and conferring with Defendant’s counsel regarding the
2 pleadings, mediation, and settlement, among other issues; case strategy and analysis; drafting,
3 reviewing, and revising the mediation brief; preparing for the mediation and settlement
4 negotiations; and preparing for and appearing for court proceedings. Counsel for the parties
5 have further invested time to research the applicable law, which is constantly evolving as it
6 relates to representative PAGA actions, off-the-clock theory, and wage-and-hour enforcement,
7 Plaintiff’s claims, and Defendant’s defenses, as well as facts discovered.

8 15. Based on investigation and information discovered, Plaintiff’s Counsel believes
9 that there is sufficient evidence to support the allegations that Defendant violated the California
10 Labor Code. While Plaintiff’s Counsel believes that the PAGA claims have merit and that
11 Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff’s
12 Counsel also recognize Defendant’s defenses, the costs of further litigation, and multiple risks to
13 recovery. For example, although wage-and-hour actions are amenable to resolution as to a group
14 of employees, some courts have also found that, for various reasons, the issues raised by
15 Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant
16 rest periods, and unreimbursed business expenses, raise individualized issues and/or are
17 unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiff
18 faced the risk that the Court may determine that the PAGA claims require individualized
19 inquiries that would render adjudication of the PAGA claims unmanageable or at odds with
20 Defendant’s right to due process. *See, e.g., Wesson v. Staples the Office Superstore, LLC* (2021)
21 68 Cal.App.5th 746, 756 (“courts have inherent authority to ensure that PAGA claims can be
22 fairly and efficiently tried and, if necessary, may strike claims that cannot be rendered
23 manageable”); *but cf. Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685,
24 712, *review granted* (June 22, 2022) (“[i]mposing a manageability requirement would create an
25 extra hurdle in PAGA cases that does not apply to LWDA enforcement actions.”)

26 16. Plaintiff and his counsel have also considered the uncertainty and risk of the
27 outcome of further litigation, including the difficulties and delays inherent in such litigation. In
28 order to prevail on the PAGA claims, Plaintiff would have to prove that Defendant engaged in

1 the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants
2 the imposition of penalties. Plaintiff's core allegation is that Defendant has violated the
3 California Labor Code by failing to pay overtime and minimum wages, failing to provide
4 compliant meal and rest periods and associated premiums, failing to timely pay wages during
5 employment and upon termination of employment, failing to provide complete and accurate
6 wage statements, failing to keep complete and accurate payroll records, and failing to reimburse
7 necessary business-related expenses and costs.

8 17. From the inception of this litigation, Defendant indicated that it would
9 aggressively litigate this case and contended that it would ultimately succeed in the action.
10 Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued
11 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
12 litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform
13 policy and systematic scheme of wage abuse against its hourly-paid or non-exempt employees,
14 and that it had, and continues to have, legally-compliant employment policies and practices
15 throughout the time period at issue. Defendant denies that it ever violated any provision of the
16 California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is
17 appropriate for representative adjudication for any purpose other than the Settlement.

18 18. Importantly, Defendant also contended that a large majority of Aggrieved
19 Employees are subject to collective bargaining agreements ("CBA(s)") which trigger California
20 Labor Code exemptions (e.g., with respect to overtime) and govern disputes arising from their
21 employment and require arbitration thereof. Defendant also asserted that Plaintiff and Aggrieved
22 Employees were subject to a previous class action settlement in another case, which resolved
23 wage and hour issues for the period June 11, 2014 to May 28, 2019, and that for the period
24 thereafter, wage and hour issues had been remediated and much of Defendant's operations were
25 closed due to the COVID-19 pandemic and Aggrieved Employees had largely been furloughed.
26 Defendant contended that, taken together, these factors and circumstances would have the impact
27 of barring the PAGA claims pursued in this case (to some extent) or requiring Aggrieved
28 Employees, who are subject to CBAs with arbitration provisions, to engage in individual

1 arbitration. The parties disagree on whether or not the requirements for CBA-based California
2 Labor Code exemptions were satisfied, the impact of the prior class action settlement, and
3 whether or not arbitration provisions of the CBAs are enforceable and their impact. There is,
4 however, some uncertainty regarding the viability of PAGA claims in the judicial forum in the
5 face of arbitration provisions, arising from the U.S. Supreme Court's decision in *Viking River*
6 *Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940.

7 19. Even if Defendant failed on its defenses, Plaintiff would inevitably face other
8 challenges in court. For example, Defendant challenged Plaintiff's standing as an aggrieved
9 employee and deny that any of Defendant's other employees whom Plaintiff seeks to represent
10 are aggrieved. Aside from challenges relating to standing, Defendant would have likely sought
11 bifurcation of discovery and/or trial of the PAGA claims — multiple courts have taken such an
12 approach, for example, limiting discovery or trial of the issues to Plaintiff. Defendant also
13 contended that an important feature of the PAGA statute is that a court has discretion to reduce
14 the penalties to be assessed against the employer pursuant to California Labor Code section
15 2699(e)(1)-(2). Defendant denied and continues to deny that it ever violated any provision of the
16 California Labor Code. Assuming, *arguendo*, that any violations occurred, Defendant argued the
17 violations would not be viewed as subsequent violations giving rise to heightened penalties.
18 Defendant also argued that the Court was unlikely to assess cumulative penalties for the
19 maximum number of possible, separate California Labor Code violations, because it would be
20 unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be
21 regulated by multiple provisions of the California Labor Code that are interrelated and work in
22 tandem.

23 20. The parties had the opportunity to review documents and data regarding
24 Plaintiff's and Aggrieved Employees' employment with Defendant, including, and not limited to,
25 Plaintiff's employment records and wage statements, a sampling of aggrieved employees' time
26 and pay data, as well as information regarding Defendant's operations and employment policies,
27 practices, and procedures, in an effort to determine the potential value and strength of the PAGA
28 claims. Counsel for the parties invested time reviewing and analyzing the relevant documents

1 and data, and this information made it possible to calculate the potential value of the PAGA
2 claims. Accordingly, the parties have conducted sufficient investigation and review of
3 information to be sufficiently apprised of the nature and extent of the claims asserted in this
4 lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and
5 reasonableness. The parties have also considered the settlement negotiations and the
6 recommendations of the mediator, Lynn S. Frank, Esq., who is highly experienced in mediating
7 complex labor and employment matters. The parties have agreed that this case is well-suited for
8 settlement given the legal issues relating to the PAGA claims, as well as the costs and risks to
9 both sides that would attend further litigation. The Settlement takes into account the strengths
10 and weaknesses of each side's position and the uncertainty of how the case might have
11 concluded as litigation continued, at trial and/or appeals.

12 21. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks
13 attorneys' fees in the amount of \$114,000.00, which represents approximately twenty-four-point
14 twenty-six percent (24.26%) of the Gross Settlement Amount, as provided by the Settlement
15 Agreement. Pursuant to the contingency-fee agreement entered into by and between Plaintiff
16 and Plaintiff's Counsel, Plaintiff has agreed to a contingency fee of at least twenty-four-point
17 twenty-six percent (24.26%) of the recovery. The attorneys' fees sought are commensurate with:
18 (1) the risk that Plaintiff's Counsel took in commencing the action; (2) the time, effort, and
19 expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that
20 Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout
21 the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the matter; and
22 (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts
23 to this matter.

24 22. I am aware that the common and acceptable rate for contingency representation in
25 wage and hour class action litigation is normally 40% before trial, with the range being from
26 33.3% up to 50%.

27 ///

28 ///

23. While not necessarily required to be demonstrated because a percentage of the fund based on the contingent fee agreed to by Plaintiff is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **294.90 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 2**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These hours include work done by myself and several other attorneys at the firm. Lawyers for Justice, PC also had litigation support personnel actively engaged in assisting with the prosecution of the case.

24. The work performed in this particular case, the background of our firm, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation at the rate of at least \$600 for work performed by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$600 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County

Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of \$831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved an hourly rate of \$780.77; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of \$845.64.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

25. Plaintiff's Counsel has incurred \$15,226.03 in litigation costs and expenses as reflected in the Case Cost Detail attached hereto as "EXHIBIT 3." It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement, and is less than the maximum amount (\$18,000) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses.

SERVICE AWARD TO PLAINTIFF

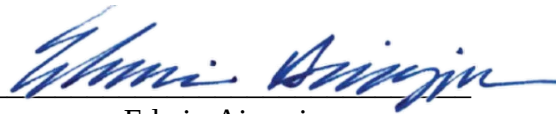
26. In recognition of his efforts and work in spearheading the litigation of this matter, the Settlement provides a Service Award to Plaintiff in the amount of \$7,500.00 to be paid out of the Gross Settlement Amount. The requested Service Award is fair and appropriate. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing his employment with his counsel, gathering and

1 producing relevant documents and information, and providing the facts and evidence necessary
2 to attempt to prove the allegations. Plaintiff was available whenever his counsel needed him and
3 actively tried to obtain and provide information that would facilitate the pursuit of the PAGA
4 claims. Accordingly, it is appropriate and just for Plaintiff to receive a Service Award for his
5 services on behalf of the State of California and other Aggrieved Employees, in addition to the
6 Individual Settlement Share he will receive as an Aggrieved Employee.

7 27. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA
8 statute, is within the accepted range of recoveries for this type of litigation, is fair, reasonable,
9 and adequate, and in the best interests of Plaintiff, the State of California, and other Aggrieved
10 Employees given the substantial monetary benefits provided for by the Settlement, the strengths
11 and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with
12 continued litigation.

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

15 Executed this 8th day of September 2022, at Glendale, California.

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17 Edwin Aiwanian
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EXHIBIT 1

PRIVATE ATTORNEY GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorney General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Marcio Ribeiro ("Plaintiff"), for himself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and B.W. Hotel, LLC ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately January 2012 to approximately March 2020;

(b) On November 6, 2020, Lawyers *for* Justice, PC ("Plaintiff's Counsel"), submitted a letter to the California Labor and Workforce Development Agency ("LWDA") on behalf of Plaintiff, to notify the LWDA pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA and all other remedies available under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 5-2001 (the "PAGA Notice");

(c) On January 12, 2021, Plaintiff filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), commencing a representative action under PAGA against Defendant, entitled *Marcio Ribeiro vs. B.W. Hotel, LLC*, Los Angeles County Superior Court Case No. 21STCV01299 (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders.

(d) On August 31, 2021, the Parties mediated the Action with Lynn S. Frank, Esq. and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 8 below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties (as defined in Section 8 below) of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of FOUR HUNDRED SEVENTY THOUSAND DOLLARS AND NO CENTS (\$470,000.00) (the "Gross Settlement Amount") to resolve the Action and Released Claims, which will be paid as follows:

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(1) Attorneys' fees in the amount of ONE HUNDRED FOURTEEN THOUSAND DOLLARS AND NO CENTS (\$114,000.00), and reimbursement of litigation costs and expenses in the amount of up to EIGHTEEN THOUSAND DOLLARS AND NO CENTS (\$18,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendant will not contest.

(2) A service award of up to the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$7,500.00) ("Service Award") to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of EIGHT THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$8,500.00) ("Settlement Administration Costs") to Phoenix Settlement Administrators (the "PAGA Settlement Administrator").

(4) The amounts stated in Paragraphs 1-3 above, once approved by the Court, shall be paid from the Gross Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as all current and former hourly-paid or non-exempt employees who have worked for Defendant at the Beverly Wilshire Hotel in California during the PAGA Period (the "Aggrieved Employees"). The period November 6, 2019 through Court approval of this Settlement ("Court Approval") is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, Service Award, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, this Settlement Agreement shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Gross Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Gross Settlement Amount.

6. Approval and Implementation of the PAGA Settlement.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal). The Parties would prefer this Court issue an order approving the settlement, entering judgment, and dismissing the case.

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, the payments described in Section 3(a) above, and the dismissal of the Action should the Court opt to retain jurisdiction until the payments are made.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Nancy Yaffe, Esq. of Fox Rothschild LLP ("Defendant's Counsel") for review and approval prior to filing.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement and commitment to dismiss the Action either upon approval or upon proof that the payments were made, is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. Payment of PAGA Settlement Sum / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the Court's order granting approval of this Settlement Agreement ("Effective Date"). If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods in which they were paid by Defendant for working hours at the Beverly Wilshire Hotel in California during the PAGA Period ("Compensable Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (1) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (2) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

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(c) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and will not be subject to local, state or federal payroll tax withholdings. All Aggrieved Employees who cash, deposit, or otherwise negotiate their Individual Settlement Share checks shall receive an IRS Form 1099 from the PAGA Settlement Administrator for their Individual Settlement Share as required by the IRS.

(d) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than ten (10) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) email address if available; (v) social security number; (vi) and Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employee List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator's receipt of the Gross Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package. The PAGA Settlement Administrator may also send communication by email to an Aggrieved Employee with whom it is attempting to establish contact to deliver a PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with cancelled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, however, at the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles. Any additional expenses for utilizing attorney fee deferral vehicles at the request of Plaintiff's Counsel, will be paid separately by Plaintiff's Counsel.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the Service Award to Plaintiff.



(h) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.

Provided that the Court has entered an order approving the Settlement Agreement, and except as to the rights and obligations created by this Settlement Agreement, upon the Effective Date, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant and its past, present, and future parent corporations, affiliates, predecessors, successors, joint employers, and hotel management consultants (including but not limited to FSR International Hotels Inc.), and each of the foregoing entities' respective principals, current and former employees, attorneys, officers, directors, shareholders, licensors, insurers, managers, partners, members, agents, and assigns, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, based on the factual allegations in the Operative Complaint arising from Aggrieved Employees' work at the Beverly Wilshire Hotel during the period November 6, 2019 up to and including the date of Court Approval, for civil penalties under California Labor Code section 2698, *et seq.* (PAGA) as well as any interest, fees, and costs available under PAGA, including but not limited to, for failure to pay minimum wage, regular wages, and overtime wages at the correct rate, failure to provide compliant meal periods and associated premiums at the correct rate, failure to provide compliant rest periods and associated premiums at the correct rate, failure to timely pay wages during employment, failure to timely pay wages upon termination and/or furlough, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 5-2001 (the "Released Claims").

9. Liens and Attorneys' Fees/Indemnification.

Plaintiff solely is responsible for any liens made in connection with any services performed on Plaintiff's behalf by any attorney, consultants, or expert witnesses. Each Party solely is responsible for any fees and costs he, she or it has incurred including, but not limited to, fees for attorneys, consultants and expert witnesses. Plaintiff acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Plaintiff in connection with the prosecution of the Action, except to the extent the Settlement Agreement provides for payment of Attorneys' Fees and Costs. Plaintiff will indemnify the Released Parties for any and all costs any of them incur as a result of any claims made by any of Plaintiff's attorneys, consultants, expert witnesses, or other third parties to recover monies from the amounts payable to Plaintiff or Plaintiff's Counsel under this Settlement Agreement, for services performed on Plaintiff's behalf. This indemnification does not extend to any costs, expenses, or fees incurred by Released Parties for claims, efforts, or attempts by the State of California or third parties to challenge any terms of the Settlement Agreement.

10. Governing Law and Interpretation.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.



(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

11. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

12. **No Publicity.** Plaintiff and Plaintiff's Counsel agree not to issue a press release or otherwise notify the media about the terms of the Settlement or advertise or market any of the terms of the Settlement through written, recorded or electronic communications. Plaintiff and Plaintiff's Counsel further agree that if contacted about the Action, they will state only that the lawsuit exists and has been resolved. This provision does not prohibit Plaintiff's Counsel from communicating with Aggrieved Employees and satisfying the requirements of the PAGA statute, including, e.g., submitting this Settlement Agreement to the LWDA.

13. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

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

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Lynn Frank, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:



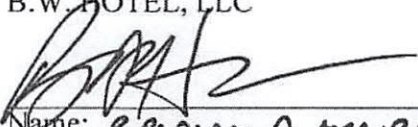
Date: _____, 2022


MARCIO RIBEIRO

Individually and On Behalf of the State of California and Aggrieved Employees

B.W. HOTEL, LLC

Date: _____, 2022


Name: BRADLEY D. ROWBATER

Title: VICE PRESIDENT

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: June 6, 2022

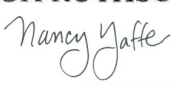

EDWIN AIWAZIAN

JOANNA GHOSH

Attorneys for Plaintiff MARCIO RIBEIRO

FOX ROTHSCHILD LLP

Date: June 6, 2022


NANCY YAFFE

Attorneys for Defendant B.W. HOTEL, LLC



Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Ribeiro vs. B.W. Hotel, LLC*, Los Angeles Superior Court Case No. 21STCV01299

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Marcio Ribeiro vs. B.W. Hotel, LLC*, Los Angeles Superior Court Case No. 21STCV01299 ("Action").

The lawsuit was filed by Marcio Ribeiro ("Plaintiff") against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Defendant denies these allegations, denies that any of its employees were improperly paid in any way, and denies any wrongdoing of any kind associated with these allegations. Defendant is resolving the Action to avoid the uncertainties and costs of litigation.

A settlement was reached between Plaintiff and Defendant B.W. Hotel, LLC ("Defendant").

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California Labor and Workforce Development Agency and a portion to be paid to all current and former hourly-paid or non-exempt employees who have worked for Defendant in California during the period from November 6, 2019 through <<Date>> ("Aggrieved Employees"). The period November 6, 2019 through <<Date>> is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you were paid by Defendant for working hours at the Beverly Wilshire Hotel in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement, and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<Effective Date, i.e., the date that is fourteen (14) calendar days of the Court's order granting approval of the Settlement>>, the Released Parties are (or will be) fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant and its past, present, and future parent corporations, affiliates, predecessors, successors, joint employers, and hotel management consultants (including but not limited to FSR International Hotels Inc.), and each of the foregoing entities' respective principals, current and former employees, attorneys, officers, directors, shareholders, licensors, insurers, managers, partners, members, agents, and assigns, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs.

"Released Claims" means all claims, based on the factual allegations in the Operative Complaint arising from Aggrieved Employees' work at the Beverly Wilshire Hotel during the period November 6, 2019 up to and including the date of Court Approval, for civil penalties under California Labor Code section 2698, *et seq.* (PAGA) as well as any interest, fees, and costs available under PAGA, for failure to pay minimum wage, regular wages, and overtime wages at the correct rate, failure to provide compliant meal periods and associated premiums at the correct rate, failure to provide compliant rest periods and associated premiums at the correct rate, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 5-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].



EXHIBIT 2

RIBEIRO V. B.W. HOTEL, LLC
(LOS ANGELES SUPERIOR COURT CASE NO. 21STCV01299)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS FOR JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts with a Focus on the Merits of Plaintiff Marcio Ribeiro's ("Plaintiff") PAGA Claims on Behalf of the State of California With Respect to Plaintiff and the Aggrieved Employees	8.50
Pre-Lawsuit Investigation of Potential Civil Penalties Exposure of Defendant B.W. Hotel, LLC ("Defendant") with Respect to Plaintiff and the Aggrieved Employees	6.50
Based on the Facts Discovered During Pre-Lawsuit Investigation, Conducted Pre-Lawsuit Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Breaks, and Representative Private Attorneys General Act ("PAGA") Decisions in California, Including all New and Relevant DLSE Materials	7.10
Investigation of Defendant, Defendant's Business Relationships, and the Industry in Which Defendant Operates	3.40
Investigation of Defendant's Organizational and Corporate Structure, and Executive Reporting Structure as They Relate to the Employment and Management of Aggrieved Employees	2.50
Investigation of Defendant's Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity	2.80

Analysis of Competitors in Various Relevant Geographic Areas within Which Defendant Operates, and Comparing and Contrasting Defendant's Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant's Competitors	3.50
Research and Investigation Re: Location(s), Department(s), and/or Division(s) Owned, Managed, Serviced and/or Operated by Defendant in California, Including Differences Between Them to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	4.20
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Locations at Which Aggrieved Employees Worked Throughout California	4.50
Research and Investigation Re: Defendant's Written and Unwritten Policies, Practices, and Procedures Relating to Timekeeping, Rounding, Schedules/Shifts, On-Premises Meal/Rest Breaks, Meal/Rest Period Waiver Forms, On-Duty Meals, Meal and Rest Premiums, Non-Discretionary Bonus/Commission/Incentive/Shift Differential Pay, Overtime Compensation, Customer Service, Donning and Doffing, Uniforms/Dress Code, Personal Cell Phone Use, Reimbursement of Business-Related Expenses, and Payment of Final Wages and Accrued Vacation	16.30
Research and Investigation Re: Various Software Programs and Other Technology Defendant Uses to Conduct Everyday Business, Including Timekeeping, Inventory, Project Management, Resource Management, Maintenance, Secured Entry/Badges, and Other Systems, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and During Meal Breaks	3.60
Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, Exemptions, Collective Bargaining Agreements, and Compliant Policies	6.50
Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	5.40

Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	2.30
Prepare a Discovery Strategy and Plan of Action, including Topics of Inquiry Important to Liability and Civil Penalties	4.90
Investigation of the Impact of COVID-19 Pandemic on Defendant's Industry, Defendant's Business Operations, and Aggrieved Employees' Work	5.60
Meet and Communicate with Plaintiff Marcio Ribeiro Throughout the Pendency of the Case	40.50
Meet and Communicate with Aggrieved Employees and Conduct Interviews	12.50
Pleadings and Court Filings	
Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on January 12, 2021)	7.50
Review Court's Notice of Case Assignment – Unlimited Civil Case (filed on January 12, 2021)	0.10
Review Court's Notice of Status Conference and Order to Show Cause Hearing (filed on January 21, 2021)	0.10
Review Court's Notice of Case Reassignment and Order for Plaintiff to Give Notice (filed on February 3, 2021)	0.10
Review and Analyze Defendant's Answer to Plaintiff's Complaint and Research Affirmative Defenses in Answer (served on March 5, 2021)	2.10
Review Defendant's Peremptory Challenge to Judicial Officer (served on March 5, 2021)	0.10
Review Court's Minute Order and Notice of Case Reassignment and Order for Plaintiff to Give Notice (filed on March 9, 2021)	0.10

Review Defendant's Notice of Court's Minute Order Regarding Defendant's Peremptory Challenge Pursuant to Code of Civil Procedure §170.6 (served on March 11, 2021)	0.10
Draft Plaintiff's Notice of Posting Jury Fees (filed on March 17, 2021)	0.20
Review Court's Notice of Case Management Conference (filed on April 7, 2021)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Stipulation to Continue Case Management Conference; [Proposed] Order (submitted on April 22, 2021)	1.10
Review Court's Order Granting Joint Stipulation to Continue Case Management Conference (filed on April 23, 2021)	0.10
Draft Plaintiff's Notice of Entry of Judgment or Order (filed on April 26, 2021)	0.20
Meet and Confer with Defense Counsel, and Draft Joint Status Conference Statement and Notice of Settlement (submitted on September 23, 2021)	0.90
Review Court's Minute Order (filed on October 15, 2021)	0.10
Review Court's Order to Show Cause Re: Dismissal (Settlement) (filed on February 2, 2022)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Statement Re: Order to Show Cause Regarding Dismissal (Settlement) (filed on March 15, 2022)	0.80
Review Court's Minute Order (filed on March 22, 2022)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Statement Re: Order to Show Cause Regarding Dismissal (Settlement) (filed on June 10, 2022)	0.80
Review Court's Minute Order (filed on June 22, 2022)	0.10

Meet and Confer with Defense Counsel, and Draft Joint Statement Re: Order to Show Cause Regarding Dismissal (Settlement) (filed on July 25, 2022)	0.80
Review Court's Minute Order (filed on August 1, 2022)	0.10
Appearances	
Prepare for and Telephonically Attend Case Management Conference (October 15, 2021)	0.90
Prepare for and Telephonically Attend Order to Show Cause Re: Dismissal (Settlement) (March 22, 2022)	0.30
Prepare for and Telephonically Attend Order to Show Cause Re: Dismissal (Settlement) (June 22, 2022)	0.30
Prepare for and Telephonically Attend Order to Show Cause Re: Dismissal (Settlement) (August 1, 2022)	0.40
Prepare for and Telephonically Attend Order to Show Cause Re: Dismissal (Settlement) and Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, <i>Et Seq.</i>) Settlement Agreement and Award of Attorneys' Fees and Costs, Service Award, and Settlement Administration Costs (October 3, 2022) (Anticipated)	1.50
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Marcio Ribeiro (July 1, 2020)	1.90
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Marcio Ribeiro (served on April 30, 2021)	8.40

Letters and Correspondence	
Research and Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Marcio Ribeiro for Penalties Under California Labor Code section 2698, <i>et seq.</i> (“PAGA”) (served on November 6, 2020)	4.30
Meet and Confer with, Draft Correspondence to, and Respond to Correspondence from, Defense Counsel	16.50
Mediation/Settlement	
Review and Analyze Pre-Mediation Documents Produced by Defendants and Prepare Valuation Models, Including, <i>Inter Alia</i>, Calculating PAGA Penalties for Violation Rates for Non-Compliant Meal and Rest Breaks, Unpaid Wages, Failure to Pay Premium Pay, and Incomplete or Inaccurate Wage Statements (in excess of 11,600 pages) (served on April 30, 2021 and June 9, 2021) • Wage and Hour Training Materials • Operations and Employment Policies, Rules, and Internal Memoranda • Collective Bargaining Agreements • Employee Meal Period Waiver Forms • Rest Premium True-Up Payments • Class Action Settlement in Other Prior Case • Employee Time Data • Employee Payroll Data	39.50
Prepare for Mediation Session, Including Researching Merits of PAGA Claim, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiff’s Mediation Brief (submitted on August 23, 2021)	18.50
Attend Mediation Session (August 31, 2021; Zoom Video Conference)	12.50
Review, Revise, Negotiate, and Finalize Private Attorney General Act Settlement Agreement and Release and Cover Letter (fully executed on June 6, 2022)	16.50

Law and Motion	
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, <i>Et Seq.</i>) Settlement Agreement and Award of Attorneys' Fees and Costs, Service Award, and Settlement Administration Costs; Declaration of Edwin Aiwasian in Support Thereof; Declaration of Marcio Ribeiro in Support Thereof; and [Proposed] Order and Judgment (filed on September 8, 2022)	17.10
Total Hours:	294.90

EXHIBIT 3

LAWYERS for JUSTICE PC CASE COST DETAIL
Ribiero v. B.W. Hotel, LLC

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
1/13/2021	Legal Document Server, Inc.	Attorney Service	30.43
1/13/2021	Los Angeles Superior Court	Filing Fee	435.00
2/4/2021	Legal Document Server, Inc.	Attorney Service	110.00
3/3/2021	Legal Document Server, Inc.	Attorney Service	15.20
3/7/2021	Los Angeles Superior Court	Jury Fee	150.00
3/17/2021	Legal Document Server, Inc.	Attorney Service	20.45
4/14/2021	Legal Document Server, Inc.	Attorney Service	15.20
4/23/2021	Legal Document Server, Inc.	Attorney Service	15.90
4/23/2021	Los Angeles Superior Court	Filing Fee	20.00
4/26/2021	Legal Document Server, Inc.	Attorney Service	15.20
4/28/2021	General Logistics Systems US, Inc.	Courier Service	24.16
7/28/2021	Lynn s. Frank	Mediation Fee	7,500.00
8/31/2021	Robert A. Parris	Damages Consulting Expert	6,600.00
9/24/2021	One Legal	Attorney Service	16.68
10/31/2021	Los Angeles Superior Court	Filing Fee	61.65
12/6/2021	Los Angeles Superior Court	Filing Fee	20.55
3/15/2022	Legal Document Server, Inc.	Attorney Service	15.20
4/29/2022	FedEx Express	Courier Service	67.61
6/13/2022	Legal Document Server, Inc.	Attorney Service	15.20
7/26/2022	Legal Document Server, Inc.	Attorney Service	15.95
8/1/2022	Los Angeles Superior Court	Filing Fee	61.65
Total:			15,226.03