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Attorneys for Plaintiff Silvia Garcia,
individually, and on behalf of all other
similarly situated employees of Defendants

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

SILVIA GARCIA, individually, and on behalf of)
all other similarly situated current and former)
employees of Defendants,)

Plaintiff,)

vs.)

BHA HOSPITALITY, LLC, a Delaware limited)
liability company; and DOES 1 through 100,)
inclusive,)

Defendants.)

CASE NO.: 21STCV10883

[Assigned for all purposes to the Honorable
Elihu M. Berle, Department 6]

**DECLARATION OF FARZAD RASTEGAR,
ESQ. IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND ATTORNEY
FEES**

*[Filed concurrently with Notice of Motion and
Motion for Preliminary Approval of Class
Action Settlement and Attorney Fees and
Memorandum of Points and Authorities in
Support Thereof]*

Date: January 25, 2022

Time: 11:00 a.m.

Dept.: 6

I, FARZAD RASTEGAR, ESQ., declare as follows:

1. I am an attorney at law, duly licensed to practice before all courts of the State of
California. My firm, Rastegar Law Group, is attorney of record for Plaintiff SILVIA GARCIA

1 (“Plaintiff”) herein. Unless otherwise indicated, I have personal knowledge of the facts stated herein,
2 and, if called upon as a witness, I could and would competently testify thereto.

3 2. Defendant BHA HOSPITALITY, LLC (“Defendant”) owns and operates the Avra
4 chain of restaurants located in California and New York. Plaintiff was employed by Defendant in
5 California as an hourly, nonexempt employee from March 2018 to March 2020.

6 3. On March 19, 2021, Plaintiff commenced this action on behalf of herself and other
7 similarly situated current and former employees of Defendant (collectively “Plaintiffs”) alleging,
8 among other things, that Defendant failed to provide meal and rest breaks in accordance with
9 California wage and hour laws, failed to furnish accurate wage statements, and failed to pay all wages
10 due, including overtime compensation. The complaint further alleged that Defendant’s acts and
11 omissions constituted unlawful business practices in violation of California Business and Professions
12 Code section 17200 et seq., and further sought civil penalties pursuant to the Labor Code Private
13 Attorneys General Act of 2004 (California Labor Code, § 2698 et seq.) (“PAGA”).

14 4. On June 23, 2021, the parties participated in mediation before Tripper Ortman, a well-
15 respected mediator of wage and hour class actions. After a full day of negotiations, and with the
16 mediator’s assistance, the parties stipulated to a full and final settlement of their dispute. A true and
17 correct copy of the “Stipulation of Settlement” (“Settlement Agreement” or “Agreement”) is attached
18 hereto as **Exhibit 1**. The material terms and provisions of the Settlement Agreement are as follows:

19 A. The Settlement Class. The Settlement Class shall consist of all current and
20 former nonexempt individuals who worked for or provided services to Defendant in California at any
21 time between March 1, 2018 and October 1, 2021.

22 B. Settlement Payout. Defendant shall pay the total non-reversionary sum of
23 \$285,000, which shall include all of the following: (i) To the California Labor Workforce and
24 Development Agency (“LWDA”) and participating class members, the sum of \$6,000 for PAGA
25 penalties (payable 75% to the LWDA and 25% to participating class members); (ii) To Plaintiff, an
26 Enhancement Award of \$7,500 in recognition of her contributions to the action and her service to the
27 Settlement Class; (iii) To Plaintiff’s counsel, Rastegar Law Group, up to 33.333% of the Settlement
28 Payout for attorney’s fees, plus up to \$21,000 for costs and expenses of suit; (iv) To the settlement
administrator, Phoenix Settlement Administrators, up to \$15,000 for administration services; and (v)

1 To each participating class member, a proportionate share of the remaining Settlement Payout, based
2 upon the total number of workweeks that the class member worked during the class period divided by
3 the total number of workweeks worked by all participating class members during the class period; and

4 C. Release by Settlement Class and Plaintiff. Plaintiff and class members (other
5 than those who opt-out) shall fully release Defendant of all claims, demands, rights, liabilities, and
6 causes of action arising out of the factual allegations set forth in the complaint, that arose during the
7 Class Period with respect to all of the following: (i) failure to pay all wages due; (ii) failure to pay
8 overtime compensation; (iii) failure to provide required meal periods; (iv) failure to provide required
9 rest breaks; (v) failure to provide accurate pay statements; (vi) failure to pay all wages due to
10 discharged employees; (vii) unlawful business practices; and (viii) representative action for civil
11 penalties pursuant to the PAGA.

12 5. The discussions between counsel and the process leading to the mediation in this
13 matter have been adequate to give Plaintiff and Class Counsel a sound understanding of the merits of
14 their position and to evaluate the worth of the claims of the settlement class. The Settlement
15 Agreement was reached after arms-length bargaining by the parties, conducted with the assistance of a
16 highly qualified and widely respected mediator, and after Class Counsel thoroughly reviewed all
17 available evidence. The discovery conducted in this action and the information exchanged through the
18 parties' negotiations were sufficient to reliably assess the merits of the parties' respective positions
19 and to compromise the issues on a fair and equitable basis.

20 6. Plaintiff and Class Counsel believe that the claims, allegations, and contentions
21 asserted in the complaint have merit. Plaintiff alleges that Defendant had a policy and practice of
22 understaffing, which prevents employees from taking timely meal periods. Plaintiff alleges that
23 Defendant required her and similarly situated employees to remain onsite during meal periods.
24 Furthermore, Plaintiff alleges that Defendant did not always record employees' meal periods; when it
25 did, employees' timecards were modified to make it appear as if they had received legally-compliant
26 meal periods when they had not. Plaintiff alleges such acts and omissions were part of a policy and
27 practice by Defendant intended to avoid the payment of excess premiums for missed meal periods and
28 the payment of overtime.

1 7. Through discovery and investigation, Plaintiff and Class Counsel were able to
2 determine the extent and rate of Labor Code violations and the likely range of damages sustained by
3 Plaintiff and the class members arising from the Labor Code violations. Documents exchanged during
4 discovery and investigation included Plaintiff's personnel file, Defendant's Employee Handbook, and
5 a sampling of the putative class's timecard and payroll data during the period from March 19, 2017 to
6 approximately June 21, 2021. Plaintiff engaged the services of Aaron Woolfson, a database
7 construction and analysis expert, to analyze the data sample and opine on the amount of damages for
8 meal and rest period violations. Based on the sample provided by Defendant, Mr. Woolfson analyzed
9 the shifts of 182 employees from March 2, 2018 to June 6, 2021. Defendant represented that the
10 period covered by the data sample (March 2, 2018 to June 6, 2021) constituted approximately 77% of
11 the class period and 182 employees constituted approximately one-fifth (1/5th) the total number of
12 employees believed to make up the putative class.

13 8. Mr. Woolfson concluded from his analysis of the sample data that of a total of 1,687
14 checks, 1,542 (or ninety-one percent (91%)), failed to include meal period premiums for late, missed,
15 or otherwise unlawful meal periods as demonstrated by the sample data. He concluded that the total
16 amount of meal period premium wages due based on the sample data was \$280,438.90. Applying a
17 legal interest rate of ten percent (10%) through June 21, 2021, the total amount of meal period
18 premium wages due plus interest was \$328,638.43. That figure was extrapolated to the putative class
19 by multiplying it by 5 (the estimated total number of class members divided by the total number of
20 class members in the sample data) and by 1.3 (the total number of workweeks in the class period
21 divided by the total number of workweeks in the sample data). Accordingly, based on Mr. Woolfson's
22 analysis of the sample data provided by Defendant, Plaintiff and Class Counsel estimated Defendant
23 owed meal period premium wages to the putative class in the total amount of \$2,136,149.80.

24 9. Mr. Woolfson's analysis of the sample data revealed that of a total of 27,538 shifts,
25 21,662 shifts were greater than or equal to three and one-half (3.5) hours. Moreover, the sample data
26 revealed no evidence that Defendant paid premium wages for rest break violations. Assuming at least
27 one (1) rest break violation occurred for every shift in excess of three and one-half (3.5) hours, Mr.
28 Woolfson concluded that the total amount of rest break premium wages due was \$311,551.65.
Applying a legal interest rate of ten percent (10%) through June 21, 2021, the total amount of rest

1 period premium wages due plus interest was \$366,657.79. That figure was extrapolated to the putative
2 class by multiplying it by 5 (the estimated total number of class members divided by the total number
3 of class members in the sample data) and by 1.3 (the total number of workweeks in the class period
4 divided by the total number of workweeks in the sample data). Accordingly, based on Mr. Woolfson's
5 analysis of the sample data provided by Defendant, Plaintiff and Class Counsel estimated that
6 Defendant owed rest period premium wages to the putative class in the total amount of \$2,383,275.64.

7 10. Despite the foregoing, Defendant maintained that it had a policy and practice of
8 authorizing duty-free, lawful meal and rest periods. Class Counsel carefully reviewed Defendant's
9 Employee Handbook, which contained the following statements regarding meal and rest periods:

10 "Non-exempt employees are entitled to an unpaid and uninterrupted meal
11 period of at least 30 minutes on each day they work more than five (5)
12 hours. If an employee works more than ten hours, they are entitled to a
second meal period. The second meal period must be started before the
end of the tenth hour of work."

13 "Non-exempt employees may waive their first meal break for shifts of 6
14 hours or less, and may waive their second meal period for any shift over
15 10 hours but less than 12 hours if they have not waived their first meal
16 break. Employees who work more than twelve (12) hours in a day may
17 not waive, and should take, their second meal break. Waiver of any meal
18 period must be in writing using a Meal Period Waiver form you received
upon hire. The Waiver form can also be obtained from the Human
Resources Department."

19 "Employees are responsible for scheduling their own meal periods, but
20 should confirm with their managers and begin no later than before the end
of the fifth hour of work. For example, an employee who starts working
at 8 a.m. must begin his or her meal period no later than 12:59 p.m.
21 Employees are completely relieved of their job responsibilities during
22 their meal periods. For this reason, non-exempt employees must clock in
and out for their meal periods, or record the beginning and ending time of
23 the meal period on their timesheet every day. Employees are prohibited
from working "off the clock" during their meal period. Employees may
24 not postpone their meal periods to the end of the day to leave work early."

25 "In addition to the required meal period, non-exempt employees are
26 authorized and permitted to take rest periods (breaks) during their
workday. Non-exempt employees who work at least three and one-half
27 (3½) hours per workday are provided one (1) 10-minute rest break for
every four hours or major fraction thereof worked. For purposes of this
28 policy, "major fraction" means any time greater than two (2) hours. For
example, if a nonexempt employee works more than six hours, but no

1 more than ten (10) hours in a workday, he or she is provided and should
2 take two (2) 10-minute rest breaks: one during the first half of the shift
3 and a second rest break during the second half of the shift. If a nonexempt
4 employee works more than ten (10) hours but no more than fourteen (14)
5 hours in a workday, he or she is provided and should take three (3) 10-
6 minute rest breaks, and so on.”

7 “Rest breaks should be taken as close to the middle of each work period of
8 four hours or major fraction thereof as is practical. Non-exempt
9 employees do not need to obtain approval from or notify their supervisor
10 when taking a rest break. Nonexempt employees are encouraged to take
11 their rest breaks; they are not expected to and should not work during their
12 rest breaks. Non-exempt employees are paid for all rest breaks.
13 Accordingly, nonexempt employees do not need to clock out when taking
14 a rest break.”

15 “You are completely relieved of all work duties and responsibilities
16 during your rest and meal periods. All rest and meal periods must be
17 taken outside of your work area, such as in a break room. You should not
18 visit or socialize with other employees who are working while you are
19 taking your rest period or meal period. You are not expected to remain
20 “on call” nor available to respond to messages, monitor radios,
21 telephones, email or other messaging devices during meal and rest periods
22 – even those who are in a sensitive position like security or information
23 technology. Similarly, to the extent you take your break in an area where
24 you are able to overhear or witness that a supervisor, employee or
25 customer requires assistance, you are not expected to respond or assist if
26 you are on a meal or rest break. Employees are required to notify Human
27 Resources immediately if they believe they are being pressured or coerced
28 by any manager, supervisor, or other employee to forego any portion of a
provided rest break or meal period.”

11. Defendant also produced “Meal Period Waiver” forms signed by Plaintiff. Pursuant to the first waiver form, Plaintiff agreed that “on those work days when [she] work[ed] a shift of more than five (5) hours but not more than six (6) hours, [she] ... voluntarily agree[d] to waive [her] right to be provided an unpaid thirty (30) minute meal period during which time [she] would be relieved of all duty.” Pursuant to the second waiver form, Plaintiff agreed to waive her second meal period when she worked ten (10) or more hours and had not waived her first meal period.

12. Based on Class Counsel’s discovery and investigation, Plaintiff and Class Counsel believe that the terms and provisions of the Settlement Agreement are in the best interests of Plaintiff and the settlement class. Plaintiff and Class Counsel acknowledge the expense and delay of continued lengthy proceedings that would be necessary to prosecute the action against Defendant through trial

1 and appeals. Class Counsel has taken into account the uncertain outcome and the risk of any
2 litigation, especially in complex class actions such as this one, as well as the difficulties and delays
3 inherent in such litigation, and the potential difficulty in maintaining the action as a class action. Well
4 under twenty percent (20%) of all class actions are certified by way of contested motion. (*Findings of*
5 *the Study of California Class Action Litigation, 2000-2006.*)¹ If the Court denied class certification,
6 class members would not be entitled to any relief whatsoever. Class Counsel is also mindful of the
7 inherent problems of proof regarding, and possible defenses to, the claims alleged in the action.
8 Throughout the litigation, Defendant has denied, and continues to deny, any wrongdoing in regard to
9 the alleged violations. Plaintiff would need to request and analyze thousands of pages of documents
10 and contact numerous class members to obtain their declarations, at great expense. Obtaining the
11 cooperation of current employees would be difficult given their likely reluctance to openly aid the
12 prosecution of a lawsuit against their employer. In contrast, Defendant would be able to easily obtain
13 the cooperation of current employees. Class Counsel believes that the final terms and provisions of
14 the Settlement Agreement confer substantial benefits upon the members of the settlement class, and
15 that an independent review of the Settlement Agreement by the Court will confirm this conclusion.

16 13. The putative class contains an estimated 886 individuals. The net settlement amount
17 after payment of Plaintiff's Enhancement Award, attorneys' fees and litigation costs, and settlement
18 administration fees is estimated to be \$144,500. In addition, class members will receive a
19 proportionate share of the \$1,500 allocated to civil penalties under the PAGA.

20 **Attorneys' fees and costs**

21 14. During the thirty (30) years Class Counsel has been practicing law, he has litigated
22 hundreds of wage and hour class actions against some of the largest law firms in the country,
23 including, without limitation, Gibson Dunn & Crutcher, O'Melveny & Myers, Morrison & Foerster,
24 Littler Mendelson, Jackson Lewis, Kecker & Van Nest, DLA Piper, and Skadden Arps Slate Meagher
25 & Flom. Class Counsel has been actively involved, and successful, in litigation and trial work,
26 including, without limitation, wage and hour class actions, discrimination and sexual harassment
27 claims, and other cases involving workers' rights. Rastegar Law Group has served as lead counsel in
28

¹ <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>

1 numerous wage and hour class actions, and has successfully negotiated hundreds of settlements,
2 including numerous seven-figure settlements, amounting to over one hundred fifty million dollars
3 (\$150,000,000) in settlements.

4 15. Attorney Farzad Rastegar received a B.A. in Economics from UCLA. He received his
5 J.D. from Southwestern University School of Law in 1991. He became an active member of the State
6 Bar of California in December 1991, and he has been an active member in good standing continuously
7 since that time. Mr. Rastegar is a lifetime sustaining member of the Consumer Attorneys Association
8 of Los Angeles (“CAALA”), a current member of the National Employment Lawyers Association
9 (“NELA”), and a current member of the California Employment Lawyers Association (“CELA”). He
10 has also been named as one of the Super Lawyers of Southern California.

11 16. Class Counsel founded Rastegar Law Group in 2011. Prior to starting Rastegar Law
12 Group, Mr. Rastegar was a founding partner of Rastegar & Matern, which was founded in 1999. In
13 1992, he founded the general partnership that was the predecessor firm of Rastegar & Matern, where
14 he acted as the firm’s managing partner.

15 17. All attorneys at Rastegar Law Group are actively and continuously practicing in
16 employment law litigation representing mostly plaintiffs in both individual and class actions, in this
17 Superior Court and others around the State of California, in the Court of Appeal, and in various
18 Federal courts. More than one-half of Rastegar Law Group’s active case load includes wage and hour
19 class actions. Because of the nature of the firm’s practice, all of the attorneys at Rastegar Law Group
20 have a high level of knowledge of wage and hour class actions and labor and employment law.
21 Besides Mr. Rastegar, the firm includes five attorneys with the following qualifications: (a) Douglas
22 W. Perlman, UC Davis School of Law, over 27 years of litigation experience; (b) Thomas S.
23 Campbell, Southwestern University School of Law (*cum laude* and Law Review), over 20 years of
24 litigation experience; (c) Danielle Sherrod, UCLA School of Law (L.L.M.), Stanford Law School
25 (J.D.), over 15 years of litigation experience; (d) Rose Sorial, Trinity Law School, over 8 years of
26 litigation experience; and (e) Aja M. Taormina, USC School of Law, over 7 years of litigation
27 experience.

28 18. Rastegar Law Group has had significant appellate victories that advance the rights of
employees, including, but not limited to, the following: (a) *Yocupicio v. PAE Group, LLC, et al.*

1 (2015) 795 F.3d 1057 (an important decision concerning the Class Action Fairness Act (“CAFA”),
2 where the court held that non-class action claims, such as PAGA claims, cannot be used to calculate
3 CAFA’s amount in controversy); and (b) *Rodriguez v. EME, Inc.* (2016) 246 Cal.App.4th 1027 (the
4 first published appellate case to decide the permissibility of combining rest breaks).

5 19. Mr. Rastegar’s predecessor firm, Rastegar & Matern, also has had a number of
6 appellate victories, including the following: (a) *Franco v. Arakelian Enterprises, Inc.* (2015) 234
7 Cal.App.4th 947 (applying *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348 to
8 hold that the waiver of the right to enforce PAGA claims in an arbitration agreement is
9 unenforceable); (b) *Ventura v. ABM Industries, Inc.* (2012) 212 Cal.App.4th 258 (affirming a jury
10 verdict finding that the employer violated the Ralph Civil Rights Act of 1976, [California Civil Code,
11 § 51.7], which guarantees the right to be free from violence, or intimidation by threat of violence, on
12 account of one’s sex); (c) *Fuentes v. Autozone, Inc.* (2011) 200 Cal.App.4th 1221 (affirming a jury
13 verdict finding that the employer committed sexual harassment); (d) *Pantoja v. Anton* (2011) 198
14 Cal.App.4th 87 (holding that evidence of the employer’s alleged gender bias in the form of harassing
15 activity against women employees other than the plaintiff was admissible); and (e) *Gutierrez v.*
16 *California Commerce Club* (2010) 187 Cal.App.4th 969 (holding that it is premature for a trial court to
17 determine the suitability of a class action on demurrer).

18 20. The parties’ settlement agreement provides for attorneys’ fees payable to Rastegar
19 Law Group in an amount not to exceed thirty-three and one-third percent (33 1/3%) of the Total
20 Settlement Payout, which is estimated to be \$95,000. Given the complex nature of the litigation and
21 the experience of Plaintiff’s attorneys, Class Counsel believes the sum of \$95,000 to be a reasonable
22 sum for the services of the firm. The firm has invested significant time and resources into this case
23 thus far, including, without limitation, all of the following: (a) Interviewed Plaintiffs and reviewed
24 documents produced by them; (b) Performed legal research and investigation regarding Plaintiffs’
25 claims, Defendant’s defenses, and Defendant’s employment practices; (c) Prepared the operative class
26 action complaint; (d) Appeared at the initial status conference; (e) Engaged in “meet and confer”
27 efforts with Defendant’s counsel regarding production of its timekeeping and payroll records; (f)
28 Analyzed documents produced by Defendant; (g) Drafted Plaintiffs’ mediation brief; (h) Attended a

1 full-day of mediation; (i) Drafted the Settlement Agreement; and (j) Prepared the instant motion for
2 preliminary approval of the Settlement Agreement.

3 21. The foregoing list does not include additional services required to be performed to
4 finalize this case, including appearing at the hearing and preparing the motion for final approval of the
5 Settlement. Additional time will be spent following final approval of the Settlement to monitor
6 administration and distribution of the settlement fund. It is estimated that the firm will commit no less
7 than thirty (30) hours to these additional services. The firm's lodestar for this case is substantial,
8 which lodestar is based upon the following time invested in the case by attorneys at the firm:

9 Attorney	Bar Year	Hourly Rate	Hours	Total Fees
10 Farzad Rastegar	1991	\$925	35	\$32,375
11 Danielle Sherrod	2003	\$600	85	\$51,000
12 Aja M. Taormina	2013	\$350	35	\$12,250
13 TOTAL			155	\$95,625

14
15 23. Mr. Rastegar's hourly rate and that of the associates at the firm are more than
16 reasonable in the Southern California legal market for attorneys who handle complex class actions
17 involving hundreds of class members. The current prevailing billing or "market" rate for attorneys
18 with more than twenty (20) years' experience in the Los Angeles and Orange County areas is over
19 nine hundred dollars (\$900+). (See **Exhibit 2**, <http://laffeymatrix.com/see.html>.)

20 24. As of the drafting of this motion, the firm has incurred \$15,866.60 in expenses in
21 connection with this action. A true and correct copy of the itemized billing statement of all such costs
22 is attached hereto as **Exhibit 3**. Further, we anticipate the firm will incur the following additional
23 costs to finalize this case: (a) \$60 for the filing fee for this motion; (b) \$15 for the Court Connect fee
24 to appear at the hearing on this motion; (c) \$60 for the filing fee for the final approval motion; (d) \$15
25 for the Court Connect fee to appear at the hearing on the final approval motion; and (e) approximately
26 \$200 for such other and further costs as may be necessary to finalize this case and monitor distribution
27 of the fund (messenger or filing fees, etc.). These expenses were actually incurred by the firm and
28 were reasonably necessary to the litigation.

25. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Rastegar Law Group represents virtually all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, the firm is not compensated for its time unless it prevails at trial or is successful in setting clients' cases. Because the firm takes the risk that it will not be reimbursed for its time, it cannot afford to represent individual employees on a contingency fee basis if, at the end of the representation, the firm receives less than the amount of attorneys' fees negotiated with the other side. In the high-risk, high-cost practice of class action litigation, Rastegar Law Group has endured financial losses in several of its cases. It is therefore essential that the firm recover requested fees pursuant to settlement agreements if it is to remain in practice and continue representing individuals in civil rights employment disputes.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 20th day of January, 2022, at Torrance, California.

FARZAD RASTEGAR
Attorney for Plaintiffs

Exhibit 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Agreement”) is reached by and between Plaintiff Silvia Garcia (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), and Defendant BHA Hospitality LLC (hereinafter, “Defendant”). Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Farzad Rastegar and Danielle Sherrod of Rastegar Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Hazel U. Poei and Mojan Anari of Jackson Lewis P.C.

On March 19, 2021, Plaintiff filed a Complaint against Defendant in the Los Angeles County Superior Court, in the matter entitled *Silvia Garcia v. BHA Hospitality LLC*, Case No. CIV 21STCV10883 (the “Action”) alleging that Defendant is liable for the following claims: (1) failure to pay all wages due; (2) failure to pay overtime compensation; (3) failure to provide required meal periods; (4) failure to provide required rest breaks; (5) failure to provide accurate pay statements; (6) failure to pay all wages due to discharged or quitting employees; (7) unlawful business practices; and (8) representative action for civil penalties pursuant to Private Attorneys General Act (“PAGA”).

Defendant denies all material allegations set forth in the Action and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle all actual or potential claims by the Settlement Class (defined below).

Class Counsel in the Action diligently investigated the proposed Settlement Class’ claims against Defendant, Defendant’s defenses, and the applicable law. The investigation included, *inter alia*, the informal exchange of information and data.

On June 23, 2021, the Parties participated in mediation before Tripper Ortman (the “Mediator”), a respected mediator of wage and hour class actions. After a full day of negotiations, and with the Mediator’s assistance, the Parties stipulated to the material terms of this Stipulation of Settlement now before this Court.

The settlement discussions during and after mediation were conducted at arm’s-length and this Stipulation of Settlement is the result of an informed and detailed analysis of Defendant’s potential liability of total exposure in relation to the costs and risks associated with continued litigation.

Based on the data produced pursuant to informal discovery, as well as Class Counsel’s own independent investigation and evaluation, and the Mediator’s efforts, Class Counsel believe that the settlement with Defendant for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances.

This Stipulation of Settlement is made and entered into by and between Plaintiff individually, and on behalf of all other members of the general public similarly situated, and Defendant, and is subject to the terms and conditions hereof, and to the Court’s approval. The

Parties expressly acknowledge that this Stipulation of Settlement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Stipulation of Settlement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, and not for purposes of class certification should the matter not be settled or for any other reason, the Parties stipulate and agree that the requisites for establishing class certification with respect to the following Settlement Class have been met:

All current and former non-exempt individuals who worked for or provided services to Defendant in California from March 1, 2018 until June 23, 2021.

The time period of March 1, 2018 through October 1, 2021 shall be referred to herein as the "Class Period."

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under § 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** As of the Effective Date and funding of the settlement, Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, parent corporate entities, related companies, subsidiaries, affiliates, parents, insurers, and attorneys (collectively the "Released Parties"), as follows:

Settlement Class members will release all claims, demands, rights, liabilities and causes of action that were pled in the Action, or which could have been pled in the Action based on the factual allegations therein, that arose during the Class Period, with respect to the following claims: (1) failure to pay all wages due; (2) failure to pay overtime compensation; (3) failure to provide required meal periods; (4) failure to provide required rest breaks; (5) failure to provide accurate pay statements; (6) failure to pay all wages due to discharged or quitting employees; (7) unlawful business practices; and (8) representative action for civil penalties pursuant to PAGA (collectively, "Released Claims"). The effective period of the Released Claims shall be the same time period as the Class Period.

A. In light of the Class Representative Service Award, Plaintiff agrees to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties for the time

period March 1, 2018 through October 1, 2021. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims, which includes waiving all rights and benefits afforded by § 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

B. PAGA Group Released Claims. As of the Effective Date, each member of the PAGA class, and without the need to manually sign a release document, in exchange for the consideration recited in this Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, parent corporate entities, related companies, subsidiaries, affiliates, parents, insurers, and attorneys (collectively the "Released Parties"), from any and all claims, rights, liabilities, and causes of action that were or could have been brought against the Released Parties for civil penalties pursuant to the PAGA that were alleged or could have been alleged under the Labor Code, Wage Orders, or other state or local wage and hour laws, whether known or unknown, based on the facts and legal theories contained in the Action including, but not limited to: (1) failure to pay all wages due; (2) failure to pay overtime compensation; (3) failure to provide required meal periods; (4) failure to provide required rest breaks; (5) failure to provide accurate pay statements; (6) failure to pay all wages due to discharged or quitting employees; and (7) unlawful business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pled in the operative complaint ("PAGA Released Claims"). Following the Effective Date and funding of the settlement, all members of the PAGA group will release the Released Parties from the PAGA Released Claims that accrued during the PAGA period. PAGA group members cannot opt out of or object to the within PAGA release.

Notwithstanding the foregoing, the waiver and release in this Agreement does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims arising out of this Agreement after the date this Agreement is executed by Plaintiff; and (iii) rights or claims arising from this Agreement. The Agreement in no way affects Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay Two Hundred and EightyFive Thousand Dollars and Zero Cents (\$285,000.00) in full and complete settlement of the Action.

A. The Parties have agreed to engage a mutually agreeable Settlement Administrator as the "Settlement Administrator" to administer this Settlement.

B. The Gross Settlement Amount shall be deposited with the Settlement Administrator within thirty (30) calendar days of Final Approval (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval of the Settlement Agreement) ("Final Approval Order") if no objections to the Settlement are filed or if an objection is filed but is withdrawn prior to the Final Approval Order; or in the event there are written objections filed prior to the Final Approval hearing which are not thereafter withdrawn prior to the Final Approval Hearing, the later of the following events: (i) the day after the last day by which a notice of appeal of the Final Approval Order may be timely filed with the court of appeals; (ii) if an appeal is filed and finally adjudicated by ruling, dismissal, denial or otherwise or the day after the last day for filing a request for further review of the appellate court's decision passes and no further review is requested; (c) if an appeal is filed and there is final adjudication by ruling, dismissal, denial or otherwise by the appellate court and further review of the appellate court's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (d) review is accepted, the day the California Supreme Court affirms the settlement.

C. This is a non-reversionary settlement. The Gross Settlement Amount includes:

- i. All payments (including interest) to the Settlement Class;
- ii. All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Fifteen Thousand Dollars and No Cents (\$ 15,000.00);
- iii. Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff's Class Representative Service Award, in recognition of her contributions to the Action and her service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding;
- iv. Up to thirty-three percent (33 1/3%) of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus up to twenty one thousand dollars (\$21,000) in costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than seventeen thousand dollars (\$17,000). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
- v. Six Thousand Dollars and Zero Cents (\$ 6,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Four Thousand Five Hundred Dollars and Zero Cents (\$ 4,500.00) will be

payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or One Thousand Five Hundred Dollars and Zero Cents (\$ 1,500.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Settlement Award") from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Service Award, the Settlement Administrator's fees and expenses for administration, and the amount designated as PAGA civil penalties payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Settlement Award based on the following formula:
 - i. Each participating Settlement Class member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.
- C. PAGA Amount: One Thousand Five Hundred Dollars and Zero Cents (\$ 1,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each participating Settlement Class member who was employed by or provided services to Defendant at any time from January 15, 2020 until October 1, 2021 shall receive a portion of the PAGA Amount proportionate to the number of Workweeks that he or she worked during the period of January 15, 2020 until October 1, 2021 and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked during the time period from January 15, 2020 until October 1, 2021 and the denominator of which is the total number of Workweeks worked by all Settlement Class members who were employed by or provided services to Defendant at any time from January 15, 2020 until October 1, 2021 who do not opt out of the Settlement during the time period of January 15, 2020 until October 1, 2021.
- D. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating

Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.

- E. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: twenty percent (20%) as wages and eighty-five percent (80%) as penalties and interest. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. The Parties agree that Defendant is not providing any tax advice in connection with the Settlement or any payments to be made pursuant to this Settlement Agreement.

The employer's share of payroll taxes on the wage allocation of the Settlement Award shall be paid separately from the Gross Settlement Amount.

- F. Each member of the Settlement Class who receives a Settlement Award must cash that check within 120 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 120 days after mailing will be delivered to the *cypres* agreed to by the Parties as required by Code of Civil Procedure Section 384.
- G. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
- H. This Settlement Agreement shall become effective on the latter of: (i) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed and not withdrawn; (ii) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (iii) the final resolution of any appeal that has been filed ("Effective Date").

6. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to 33 1/3 % of the Gross Settlement Amount, which is currently estimated to be ninety-five thousand dollars (\$95,000). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed twenty-one thousand dollars (\$21,000) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those

objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

7. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to Seventy Five Hundred Dollars and Zero Cents (\$7,500.00), for Plaintiff's time and risk in prosecuting this case, and service to the Settlement Class. This award will be in addition to the Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

8. **Amount of PAGA Payment not Material.** Any change in the requested PAGA civil penalties amount is not a material term of this Settlement Agreement. If the Court approves a lesser or greater amount than that requested, the other terms of this Settlement Agreement shall still remain in effect.

9. **Settlement Administrator.** Defendant will not object to Plaintiff seeking permission to pay up to Fifteen Thousand Dollars and Zero Cents (\$ 15,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for establishing a Qualified Settlement Fund pursuant to § 468B(g) of the Internal Revenue Service Code for the purpose of administering the Settlement and holding the various payments from Defendant comprising the Gross Settlement Amount, sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be paid by Defendant separate and apart from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class members.

10. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Rastegar Law Group, APC as Class Counsel;
- C. Appointing Silvia Garcia as Class Representative for the Settlement Class;
- D. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- E. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Settlement Award), and directing the mailing of same; and
- F. Scheduling a Final Approval hearing.

11. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within thirty (30) calendar days after entry of an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, Social Security numbers, the dates of employment and the number of Workweeks worked by each Settlement Class member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within fifteen (15) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice (the "Response Deadline").
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (a) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (b) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (c) be signed by the Settlement Class member; and (d) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (a)-(c), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.
- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a

written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must: (i) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (ii) include all objections and the factual and legal bases for same; (iii) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (iv) be postmarked no later than the Response Deadline.

E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award, including the Settlement Class member's number of Workweeks worked during the Class Period, and the total number of Workweeks worked by the Settlement Class members during the Class Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed

shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

12. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

13. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. In the event that: (a) the Court does not finally approve the settlement as provided herein; or (b) the settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. The Parties agree that this Settlement Agreement remains protected by California Evidence Code §1152.

14. **Option to Terminate Settlement.** The number of opt-outs by Settlement Class members is not to exceed 5% percent of the total Settlement Class or total number of workweeks of the Settlement Class, or Defendant has the right to terminate the Settlement. If the number of Settlement Class members exceeds 886, the Gross Settlement Amount shall be increased by \$325.24 for each person over the 886 Settlement Class members.

15. **Either Party's Option to Terminate the Settlement.** Subject to the obligation(s) of mutual full cooperation, either Party may terminate this Settlement if the Court: (a) enters an order denying Preliminary Approval with prejudice; (b) enters an order denying Final Approval; (c) declines to enter the final judgment in substantially the same form submitted by the Parties; or (d) the Final Approval Order and Judgment do not become final because of appellate court action after all appeals have been exhausted. The terminating Party shall give to the other Party (through its counsel) written notice of its decision to terminate no later than ten (10) business days after receiving notice that one of the enumerated events has occurred. In the event the Settlement is terminated, Defendant shall have no obligation to make any payments to any party, class member or attorney, except that the terminating Party shall pay the Claims Administrator for services rendered up to the date the Claims Administrator is notified that the settlement has been

terminated.

16. **Acknowledgement that the Settlement is Fair, Reasonable, and Adequate.** The Parties believe this Stipulation of Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

17. **Plaintiff's Waiver of Right to Be Excluded and Object.** Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein. For good and valuable consideration, Plaintiff further agrees that she will not request to be excluded from this Settlement Agreement. Any such request for exclusion by Plaintiff will be void and of no force or effect.

18. **Non-Admission of Liability.** The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. By entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

19. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

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20. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Hazel U. Poei and Mojan Anari, Jackson Lewis, P.C., 725 South Figueroa Street, Suite 2500, Los Angeles, CA 90017; hazel.poei@jacksonlewis.com, mojan.anari@jacksonlewis.com

if to Plaintiff: Farzad Rastegar, and Danielle E. Sherrod, Rastegar Law Group, APC, 22760 Harthorne Boulevard, Suite 200, Torrance, CA 90505; farzad@rastegarlawgroup.com, danielle@rastegarlawgroup.com

21. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

22. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

23. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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24. **Confidentiality Provision.** Plaintiff, Defendant and Class Counsel will keep the settlement confidential through preliminary approval and will not make any public disclosures of the settlement, except as required to obtain preliminary approval from the Court. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the restrictions against any public disclosure of the settlement until after the settlement is preliminarily approved by the Court. Thereafter, the Parties will agree not to have any communications with the media, make any comments to the media or otherwise publicize the terms of the settlement. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the restriction against any media comment on the settlement and its terms. Class Counsel further agree not to use the settlement of this Action or any of its terms for any marketing purpose.

Dated: Jan 20, 2022

SILVIA GARCIA

By: 
Plaintiff and Settlement Class Representative

Dated:

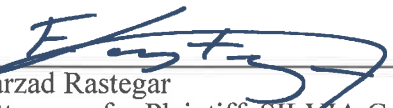
BHA HOSPITALITY LLC

By: _____

Approved as to Form:

Dated: January 20, 2022

RASTEGAR LAW GROUP, APC

By: 
Farzad Rastegar
Attorneys for Plaintiff, SILVIA GARCIA

Dated: January 19, 2022

JACKSON LEWIS P.C.

By: 
Hazel U. Poei
Mojan Anari

Attorneys for Defendant
BHA HOSPITALITY LLC

Exhibit 2

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 +
6/01/21- 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)

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “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 “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

Exhibit 3

4:15 PM

11/22/21

Cash Basis

RASTEGAR LAW GROUP, APC
Case Cost Sheet
All Transactions

Type	Date	Num	Source Name	Memo	Paid Amount	Balance
Client Adv						
Court Call						
Check	07/07/2021	4251	WELLS FARG...	GARCIA, SILVIA V. AVRA BEVERLY HILLS/...	15.00	15.00
Total Court Call					15.00	15.00
Expert Fee/Plaintiff						
Check	06/23/2021	4233	TELSWITCH, I...	GARCIA, SILVIA V. AVRA BEVERLY HILLS/...	3,125.00	3,125.00
Check	06/28/2021	4243	TELSWITCH, I...	GARCIA, SILVIA V. AVRA BEVERLY HILLS/...	477.50	3,602.50
Total Expert Fee/Plaintiff					3,602.50	3,602.50
Filing Fees						
Check	02/10/2021	4072	WELLS FARG...	GARCIA, SILVIA V. AVRA BEVERLY HILLS/...	75.00	75.00
Check	03/18/2021	4113	L.A.S.C.	FF/GARCIA, SILVIA V. AVRA BEVERLY HIL...	1,435.00	1,510.00
Check	06/08/2021	4226	L.A.S.C.	FF/GARCIA, SILVIA V. AVRA BEVERLY HIL...	20.00	1,530.00
Total Filing Fees					1,530.00	1,530.00
Mediation Fee						
Check	05/25/2021	4210	ORTMAN MED...	MEDIATION FEE/GARCIA, SILVIA V. AVRA...	10,000.00	10,000.00
Total Mediation Fee					10,000.00	10,000.00
Messenger Fee						
Check	04/01/2021	4129	SIGNAL ATTO...	GARCIA, SILVIA V. AVRA BEVERLY HILLS/...	50.00	50.00
Check	06/24/2021	4235	SIGNAL ATTO...	GARCIA, SILVIA V. AVRA BEVERLY HILLS/...	32.50	82.50
Total Messenger Fee					82.50	82.50
Photocopies						
Bill	11/01/2021		RASTEGAR LA...	GARCIA, SILVIA V. AVRA BEVERLY HILLS/...	235.25	235.25
Total Photocopies					235.25	235.25
Postage						
Bill	11/01/2021		RASTEGAR LA...	GARCIA, SILVIA V. AVRA BEVERLY HILLS/...	12.15	12.15
Total Postage					12.15	12.15
Records Retrieval						
Check	08/04/2021	4298	CASE ANYWH...	GARCIA, SILVIA V. AVRA BEVERLY HILLS/...	93.60	93.60
Check	11/15/2021	4358	CASE ANYWH...	GARCIA, SILVIA V. AVRA BEVERLY HILLS/...	120.00	213.60
Total Records Retrieval					213.60	213.60

4:15 PM

11/22/21

Cash Basis

RASTEGAR LAW GROUP, APC
Case Cost Sheet
All Transactions

Type	Date	Num	Source Name	Memo	Paid Amount	Balance
Service of Process						
Check	04/16/2021	4151	SIGNAL ATTO...	GARCIA, SILVIA V. AVRA BEVERLY HILLS/...	80.60	80.60
Check	05/03/2021	4170	SIGNAL ATTO...	GARCIA, SILVIA V. AVRA BEVERLY HILLS/...	95.00	175.60
Total Service of Process					175.60	175.60
Total Client Adv					15,866.60	15,866.60
TOTAL					15,866.60	15,866.60