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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MERCED

KALAINA A. DULA, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

2 KINGS GAMING, INC., a California
corporation; and DOES 1-50, inclusive,

Defendants.

Case No: 20CV-02289

**DECLARATION OF SHANI O.
ZAKAY, ESQ. IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Hearing Date: April 6, 2022
Hearing Time: 8:15 a.m.

Honorable Judge Brian McCabe
Department 8

Trial Date: Not Set
Action Filed: August 12, 2020

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am an attorney at the Zakay Law Group, APLC and co-lead counsel of record for
3 Plaintiff in this matter. As such, I am fully familiar with the facts, pleadings and history of the
4 matter. The following facts are within my own personal knowledge, and if called as a witness, I
5 could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the motion by Plaintiff KALAINA
7 A. DULA (“Plaintiff”) for an order: (1) preliminarily approving the proposed settlement of the
8 Action with Defendant 2 KINGS GAMING, INC. (“Defendant”); (2) approving the form and
9 method for providing class-wide notice; (3) directing that notice of the proposed settlement be given
10 to the class; and (4) scheduling a final approval hearing date to consider Plaintiff’s motion for final
11 approval of the settlement and entry of the Judgment, and Plaintiff’s motion for approval of
12 attorneys’ fees and litigation expenses. Attached hereto as Exhibit #1 is a copy of the fully executed
13 Stipulation of Class Action and PAGA Settlement (the “Agreement”) along with exhibits thereto.
14 This Declaration incorporates by reference the definitions in the Agreement, and all terms defined
15 therein shall have the same meaning as set forth in the Agreement.

16 A. Fairness of Settlement

17 3. As consideration for this Settlement, the total amount to be paid by Defendant is
18 Ninety-Seven Thousand Five Hundred Dollars (\$97,500) (the “Gross Settlement Amount”). The
19 Gross Settlement Amount will settle all issues pending in the Action between the Plaintiff and the
20 Class Members (defined in the Agreement as “all individuals who are or previously were employed
21 by Defendant in California and classified as non-exempt employees at any time during the Class
22 Period”) (the “Class”), on the one hand, and the Defendant and the Released Parties, on the other
23 hand, including: payment of all Individual Settlement Payments to Participating Class Members,
24 the Class Representative Enhancement Award, the Class Counsel Award (for fees and costs), the
25 payment to the California Labor Workforce Development Agency (“LWDA Payment”), the
26 Individual PAGA Payments, and the expenses of the Settlement Administrator. The Gross
27 Settlement Amount does not include Defendant’s share of employer-side payroll taxes, which it
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1 shall pay separately. The Settlement is all-in with no reversion to Defendant and no need to submit
2 a claim form.

3 4. The relief provided in the Settlement will benefit all members of the Class who do
4 not opt out. The Settlement does not improperly grant preferential treatment to the Plaintiff or
5 segments of the Class in any way. Each Participating Class Member will be entitled to a cash
6 payment based on the plan of allocation described herein. Each Participating Class Member's
7 Individual Settlement Payment will be determined based upon the weeks worked by that employee
8 during the prescribed Class Period.

9 5. The Parties scheduled and attended an arms-length private mediation before Jeffrey
10 Ross, Esq., an experienced mediator of wage and hour actions. In preparation for the mediation,
11 Defendant provided Class Counsel with necessary records and information for the members of the
12 Class. Defendant produced a large sample consisting of pay records and time records. Defendant
13 also produced Defendants' relevant employment policies, including compensation policies and
14 timekeeping policies. Plaintiff analyzed the data with the help of an expert, EconOne. On July 12,
15 2021 the parties participated in a full-day mediation before Jeffrey Ross, Esq., a respected mediator
16 of wage and hour class actions. At the conclusion of the full-day mediation, the Parties were unable
17 to reach an agreement for settlement. Subsequently, however, the Parties continued settlement
18 negotiations for a few months until they reached a tentative agreement. The Parties then prepared
19 the full Agreement, which was signed by all counsel and the Parties and is now presented to this
20 Court for preliminary approval.

21 6. The amounts to compensate the Class Members for the alleged violations at the time
22 this Settlement was negotiated were calculated by Econ One, Plaintiff's damage expert. Plaintiff
23 used Econ One to analyze the data and determine the potential damages for the employees. For the
24 Class, Plaintiff estimates that Defendant was subject to maximum liability for *damages* in the
25 amount of \$224,608 consisting of \$22,506 for unpaid wages, \$119,494 for rest periods, \$41,780 for
26 meal periods, and \$40,828 for unreimbursed business expenses. In addition, Plaintiff's expert
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1 calculated \$177,277 in waiting time penalties and \$87,012 for wage statement penalties.¹ Finally,
2 Plaintiff's expert calculated that Defendant could be liable for PAGA penalties in an amount of
3 \$739,000.² Consequently, the Settlement of \$97,500 represents approximately 43% of the
4 maximum estimated *damages*, and 20% of the maximum combination of damages and penalties to
5 the Class, assuming all of these amounts could be proved at trial. Given the amount of the
6 Settlement as compared to the potential value of claims in this case, the Settlement is fair and
7 reasonable. Clearly, the goal of this litigation to provide compensation to Class Members for unpaid
8 time, unreimbursed business expenses, and for allegedly missed rest breaks has been met.

9 B. Procedural History of the Litigation

10 7. On August 12, 2020, Plaintiff filed the Class Action Complaint (Case No. 20CV-
11 02289) in the Superior Court of the State of California County of Merced, asserting claims for: (1)

12 ¹ While Plaintiff alleged claims for statutory penalties, she recognizes that this claim is subject to
13 various defenses asserted by Defendant. Plaintiff's claims pursuant to Labor Code Section 226 and
14 various PAGA penalties are also subject to a good faith defense as to whether any premium wages
15 for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and the
16 Class were properly compensated. *See Reber v. AIMCO/Bethesda Holdings, Inc.*, 2008 WL
17 4384147, at *9 (C.D. Cal. Aug. 25, 2008) (granting defendant's motion for summary judgment on
18 claim for failure to provide accurate itemized wage statements "because a good faith dispute exists...
19 [therefore, defendant] was not 'knowing and intentional' in failing to provide [Section 226]
20 statements"); *see also Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is
21 no willful failure to pay wages if the employer and employee have a good faith dispute as to whether
22 and when the wages were due."). Additionally, there is serious doubt as to whether violations of
23 the meal/rest period regulations, which require payment of a "premium wage" for each improper
24 meal period, give rise to claims under sections 203 and 226. *See Ling v. P.F. Chang's China Bistro,*
25 *Inc.*, 245 Cal. App. 4th 1242, 1261 (2016) and *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App.
26 5th 1308, 1336 (2018). This issue was decided in *Naranjo v. Spectrum Sec. Servs., Inc.*, 40 Cal.
27 App. 5th 444, 474, (Ct. App. 2019), which held that actions for meal break and rest break premiums
28 "do not entitle employees to pursue the derivative penalties in sections 203 and 226."

² Plaintiff recognizes that the PAGA penalties claim is also subject to various defenses by
Defendant, including that Class Members may not be able to recover subsequent penalties until, at
a minimum, Plaintiff provided PAGA notice. *See Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157,
1209 (2008) ("Until the employer has been notified that it is violating a Labor Code provision
(whether or not the commissioner or court chooses to impose penalties), the employer cannot be
presumed to be aware that its continuing underpayment of employees is a "violation" subject to
penalties."). In addition, Plaintiff recognizes that PAGA claims bear some risk. *See Carrington v.*
Starbucks Corp., 30 Cal. App. 5th 504 (2018). In *Carrington*, while the plaintiff prevailed on his
PAGA claim at trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing
the employer's good faith attempt at complying with the law. *Id.* at 517. Upon review, the Court of
Appeal found such reduction to be proper. *Id.* at 539. Again, the *Carrington* decision was after
Plaintiff actually prevailed at trial, and even then, the PAGA penalties were reduced by 90%.

1 unfair competition in violation of Cal. Business & Professions Code § 17200; (2) failure to pay
2 minimum wages in violation of Cal. Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay
3 overtime wages in violation of Cal. Labor Code § 510; (4) failure to provide required meal breaks
4 in violation of Cal. Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) failure to
5 provide required rest breaks in violation of Cal. Labor Code §§ 226.7 & 512 and the applicable
6 IWC Wage Order; (6) failure to reimburse employees for required expenses in violation of Cal.
7 Lab. Code § 2802; (7) failure to provide accurate itemized wage statements in violation of Cal.
8 Labor Code § 226; (8) failure to provide wages when due in violation of Cal. Lab. Code §§ 201,
9 202 and 203; and (9) violation of the Private Attorneys General Act under Labor Code §§ 2698, *et*
10 *seq.*

11 8. Plaintiff seeks to represent a putative class of all persons who were employed by
12 Defendant in California in non-exempt, hourly-paid positions at any time during the Class Period,
13 including current and former employees (the “Class Members”). The Class Period is defined as the
14 period of time from August 12, 2016 through January 8, 2022. The Complaint generally alleges
15 that Defendant failed to properly pay Plaintiff and Class Members minimum and overtime wages,
16 failed to provide them with proper meal breaks and rest breaks, failed to reimburse for required
17 business expenses, failed to provide them with complete and accurate wage statements, engaged in
18 unfair business practices, and failed to timely pay them all wages owed at the time of the separation
19 of their employment. The Action seeks unpaid wages, statutory and PAGA penalties, attorneys’
20 fees, and litigation costs³ due and owing to Plaintiff, Class Members, and Aggrieved Employees by
21 virtue of the foregoing claims.

22 9. Prior to mediation, the Parties engaged in formal discovery, as well as in
23 investigation and the informal exchange of documents and information in connection with the
24 Action and mediation. As part of this process, Defendant provided a significant sample of time
25 records and payroll records, as well as other documents and information, to Class Counsel to review
26 and analyze. On July 7, 2021, the Parties participated in an all-day mediation presided over by
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28 ³ Plaintiff will provide a lodestar analysis for the fees and supporting evidence of the costs with
the final approval papers.

1 Jeffrey Ross, Esq., a mediator of wage and hour class actions. At the conclusion of the full-day
2 mediation, the Parties were unable to reach an agreement to settle the Action. Thereafter, for several
3 months, the Parties continued to negotiate and eventually agreed to terms, as reflected in the
4 Settlement Agreement, which was signed by the Parties and is now presented to this Court for
5 preliminary approval.

6 10. Although a resolution has been reached, Defendant denies that it has violated any
7 applicable law, committed any wrong against Plaintiff or any other current or former employee, or
8 that it has otherwise damaged Plaintiff or any other current or former employee in any way. Further,
9 Defendant contends that class certification would be inappropriate for any reason other than for
10 settlement. Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff
11 further contends that the Action is appropriate for class certification on the basis that the Plaintiff's
12 claims meet the requisites for class certification. Without admitting that class certification is proper,
13 Defendant has stipulated that the above Class may be certified for settlement purposes only. The
14 Parties agree that certification for settlement purposes is not an admission that class certification
15 would be proper if the class certification issues were litigated. Further, the Agreement is not
16 admissible in this or any other proceeding as evidence that the Class could be certified absent a
17 settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
18 requisites for establishing class certification with respect to the Class, as defined above, are
19 satisfied.

20 11. Class Counsel has conducted a thorough investigation into the facts of the class
21 action. Class Counsel has diligently evaluated the Class Members' claims against Defendant. Class
22 Counsel reviewed the production of documents from the Defendant. Prior to the settlement
23 negotiations, counsel for Defendant provided Class Counsel with access to the necessary data and
24 information for Class Counsel to evaluate the claims by the Class. Class Counsel conducted
25 extensive review of a significant sample of time records and data with the assistance of an expert
26 (Econ One). Based on the foregoing data and their own independent investigation, evaluation and
27 experience, Class Counsel believe that the Settlement is fair, reasonable, and adequate and is in the
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1 best interest of the Class in light of all known facts and circumstances, including the risk of
2 significant delay, the defenses asserted by Defendant, and potential appellate issues.

3 C. Settlement Terms and Plan of Allocation

4 12. The Gross Settlement Amount to be paid by Defendant is ninety-seven thousand and
5 five-hundred Dollars (\$97,500). Under the Settlement, the Gross Settlement Amount consists of
6 the following elements: (1) payments of the Individual Settlement Payments to Participating Class
7 Members, (2) the Class Counsel Award (for fees and costs), (3) Settlement Administration Costs,
8 (4) the LWDA Payment, (5) the Individual PAGA Payments, and (6) the Class Representative
9 Enhancement Award to the Plaintiff. The Gross Settlement Amount does not include Defendant's
10 share of employer payroll taxes, which Defendant shall pay to the Administrator separately. The
11 Gross Settlement Amount shall be all-in with no reversion to Defendant. (*Id.* at ¶ 2)

12 13. After Final Approval (the "Effective Date"), the Defendant will fund the Gross
13 Settlement Amount in one lump sum payment within fourteen (14) calendar days. After the Court
14 grants final approval and within seven (7) calendar days after the Administrator receives payment
15 of the Settlement Sum, the Administrator shall provide the Parties the final calculations of
16 settlement payments to Class Members. Within seven (7) calendar days after the final calculations
17 are distributed by the Administrator, the Administrator, only upon approval by the Parties of the
18 final distribution amounts, will mail to Class Members their pro-rata share of the Net Settlement
19 Sum and Aggrieved Employees their pro-rata share of their PAGA Payment, and will distribute the
20 awarded attorneys' fees and costs, the representative enhancement award, and payment for the costs
21 of Administration. (*Id.* at ¶ 6).

22 14. The Net Settlement Amount shall equal the net amount available for Individual
23 Settlement Payments to Participating Class Members from the Gross Settlement Amount after
24 deducting the Court-approved amounts for the Class Representative Enhancement Award, the Class
25 Counsel Award, the PAGA Payment, and the Settlement Administration Costs. The Settlement
26 Administrator will pay an Individual Settlement Payment from the Net Settlement Amount to each
27 Participating Class Member. The submission of a claim form is not required in order for the
28 Participating Class Member to be paid his or her Individual Settlement Payment. The Individual

1 Settlement Payment for each Participating Class Member will be calculated as follows: from the
2 Net Settlement Amount, the Individual Settlement Payment for each Participating Class Member in
3 the Class will be calculated by dividing the Net Settlement Amount by the total number of
4 workweeks worked by all Participating Class Members during the Class Period and then
5 multiplying that amount (the “Workweek Value”) by the total number of workweeks worked by
6 each Participating Class Member during the Class Period. The entire Net Settlement Fund shall be
7 distributed. (*Id.* at ¶ 6).

8 15. Class Members will have 45 days after the mailing of the Class Notice to exclude
9 themselves, contest the number of workweeks allocated to them, or submit written objections. Class
10 Members may choose to opt-out of the Settlement by following the directions in the Class Notice.
11 All Class Members who do not “opt out” will be deemed Participating Class Members who will be
12 bound by the Settlement and will be entitled to receive a settlement payment. Finally, the Class
13 Notice will advise the Class Members of their right to object to the Settlement. (*Id.* at 6; *see also*
14 Exhibit 1 to Agreement.)

15 16. If a check is returned to the Settlement Administrator, the Settlement Administrator
16 will perform a skip-trace for the Participating Class Member and re-mail the check to the
17 Participating Class Member at his or her correct address within three (3) calendar days of receipt of
18 the returned check. If a Participating Class Member’s Individual Settlement Award check is not
19 cashed within 180 days after the Settlement Administrator’s last mailing to the Participating Class
20 Member, the funds from such uncashed check will be will be paid out in accordance with California
21 Code of Civil Procedure section 384(b) to the Voluntary Legal Services Program – an employment
22 law clinic located in Sacramento, California as the *cy pres* beneficiary. (*Id.* at ¶ 6).

23 17. The Parties have agreed to use Simpluris as the Settlement Administrator for the
24 Settlement. Payment of the expenses of the Settlement Administrator from the Gross Settlement
25 Fund shall be made for the expenses of effectuating and administering the Settlement. The
26 Settlement Administrator shall receive payment for services in an amount not to exceed (\$6,000).
27 The costs of the Administrator shall be paid from the Settlement Sum.
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1 18. Subject to Court approval, the Agreement provides, as part of the Class Counsel
2 Award, (a) for Class Counsel to be awarded a sum not to exceed 1/3 of the Gross Settlement Amount
3 for their fees and (b) an award of litigation expenses in an amount not to exceed \$20,000. In support
4 of the request for the Class Counsel Award, Class Counsel will provide evidentiary support,
5 including lodestar method calculations. Subject to Court approval, the Agreement provides for
6 payment of a Class Representative Enhancement Award of no more than \$7,500 for Plaintiff or
7 such lesser amount as may be approved by the Court at Final Approval.⁴ Defendant will not oppose
8 a motion for approval of attorneys' fees, costs and a service award consistent with the Agreement.
9 (*Id.* at ¶ 2).

10 19. Subject to Court approval, \$5,000 will be paid from the Gross Settlement Amount
11 for settlement of civil penalties under PAGA, Labor Code Section 2698 *et seq.* Pursuant to the
12 requirements of Labor Code §2699(i), the PAGA Payment shall be allocated \$3,750.00 (75%) to
13 the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties and
14 \$1,250.00 (25%) for distribution as Individual PAGA Payments to the Aggrieved Employees.
15 (Agreement at ¶ 2).

16 D. Risks of Continued Litigation and Standards for Approval

17 20. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
18 and trying the Action against Defendant through possible appeals which could take several years.
19 Class Counsel have also taken into account the uncertain outcome and risk of litigation, especially
20 in complex actions such as the one here. Class Counsel are also mindful of, and recognize, the
21 inherent problems of proof under, and asserted defenses to, the claims asserted in the Action. Based
22 upon their evaluation, Plaintiff and Class Counsel have determined that the settlement set forth in
23 the Agreement is in the best interest of the Class Members.

24 21. Here, a number of defenses asserted by Defendant presented serious threats to the
25 claims of the Plaintiff and the other Class Members. For instance, Defendant asserted that the
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27 ⁴ Plaintiff will address the reasonableness of this award when filing their final approval papers,
28 including the enhancement factors set forth in *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal. App.
4th 1251 (2015) and *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785 (2009).

1 employment practices complied with all applicable Labor Laws. Defendant also argued that (1)
2 there were vast differences across different types of Class Members; (2) it maintained robust,
3 compliant employment policies; (3) it had high compliance rates for meal periods; and (4) it in fact
4 provided company-issued cell phones or tablets to employees who specifically needed them to
5 perform their jobs and offered monthly reimbursements to those employees who did not, but who
6 were required to use their personal cell phone in any given month.

7 22. Defendant further argued that the Supreme Court decision in *Brinker v. Superior*
8 *Court*, 53 Cal. 4th 1004 (2012) weakened, if not eliminated, Plaintiff's claims, on liability, value,
9 and class certifiability as to the meal and rest period claims. A major component of the damages
10 alleged to have been suffered by the Class Members are attributed to missed meal and rest breaks.
11 Before and during the mediation, Defendant aggressively argued that Defendant's policies and
12 culture afforded the Class Members an opportunity to take timely meal and rest breaks, and that
13 employees like the Plaintiff *chose* not to take compliant breaks. Defendant argued, therefore, that
14 under the *Brinker* decision it has no liability for the missed breaks whatsoever. Defendant argued
15 that it adopted and strictly enforced lawful policies, and afforded Plaintiff and the Class Members
16 compliant meal and rest breaks. If successful, these defenses could eliminate or substantially reduce
17 any recovery to the Class. While Plaintiff believes that these defenses, and others, could be
18 overcome, Defendant maintains these defenses have merit and therefore present a serious risk to
19 recovery for the Class.

20 23. There was also a significant risk that, if the Action was not settled, Plaintiff would
21 be unable to obtain class certification and thereby not recover on behalf of any employee other than
22 themselves. Defendant argued that the individual experience of each employee varied with respect
23 to the alleged claims. While other cases have approved class certification of wage and hour claims,
24 class certification in this action would have been hotly disputed and was by no means a foregone
25 conclusion. Finally, even if class certification was successful, as demonstrated by the California
26 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
27 significant hurdles to overcome for a class-wide recovery even where the class has been certified.
28

1 24. This Settlement is therefore entitled to preliminary approval. Were this case to go
2 to trial, the Plaintiff and other Class Members would need to prove to the satisfaction of the Court,
3 among other things, that wages, premiums, and other damages were owed on a class-wide basis.
4 This was and is a substantial risk, and the Parties, after arm's-length negotiations between
5 experienced and informed counsel, recognized the potential risks and agreed on the settlement.

6 25. Plaintiff will apply to the Court for a Class Representative Incentive Payment in
7 consideration for his service, and for the risks undertaken on behalf of the Class. Plaintiff performed
8 his duties admirably by working with Class Counsel. The requested Plaintiff's service award is
9 well within the accepted range of awards for purposes of preliminary approval. *See e.g. Mathein v.*
10 *Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where
11 average class member payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S.
12 Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service award where class member
13 recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL
14 671334 (D. Or. 2007) (approving award of \$10,000 where class member recoveries were as little as
15 \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06,
16 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v.*
17 *UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in
18 overtime class action and a pool of \$100,000.00 in enhancements). As explained in *Glass*, service
19 awards are routinely awarded to class representatives to compensate the employees for the time and
20 effort expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation
21 therefrom, and to serve as an incentive to vindicate the statutory rights of all employees. (2007 WL
22 221862 at *16-17.)

23 26. The stage of the proceedings at which this Settlement was reached also militates in
24 favor of preliminary approval and ultimately, final approval of the settlement. Class Counsel has
25 conducted a thorough investigation into the facts of the class action. Class Counsel began
26 investigating the Class Members' claims before this action was filed. Prior to the mediation, Class
27 Counsel engaged in formal discovery with Defendant. Thereafter, Class Counsel performed
28 significant review and analysis of Defendant's documents, time records and pay records. Class

1 Counsel engaged in a thorough research and analysis of the relevant claims and data. Class Counsel
2 were also experienced with the claims at issue here, as Class Counsel previously litigated and settled
3 similar claims in numerous other actions. Accordingly, the Settlement did not occur until Class
4 Counsel possessed sufficient information to make an informed judgment regarding the likelihood
5 of success on the merits and results that could be obtained through further litigation.

6 27. Based on the foregoing data and their own independent investigation and evaluation,
7 Class Counsel is of the opinion that the settlement with Defendant for the terms set forth in the
8 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all
9 known facts and circumstances, including the risk of significant delay, defenses asserted by
10 Defendant, and numerous potential appellate issues. There can be no doubt that Counsel for both
11 Parties possessed sufficient information to make an informed judgment regarding the likelihood of
12 success on the merits and the results that could be obtained through further litigation.

13 E. Class Certification Issues

14 28. Plaintiff contends that the proposed settlement meets all the requirements for class
15 certification under the California Code of Civil Procedure section 382 as demonstrated below, and
16 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
17 should conditionally certify the Class for settlement purposes only, defined as follows:

18 The California Class:

19 “all individuals who are or previously were employed by Defendant in California and
20 classified as non-exempt employees at any time during the Class Period.” (Agreement at ¶
21 6(a)).

22 The Class Period is the period of time from August 12, 2016 through January 8, 2022. The
23 Parties estimate that there are 108 California Class Members who collectively worked
24 approximately 2,876 workweeks.

- 25 a. **Numerosity** – Here, the approximately 108 current and former employees that
26 comprise the California Class can be identified based on Defendant’s records
27 and are sufficiently numerous for class certification. All of these employees are
28 ascertainable because the class members can readily be determined through

1 examination of Defendant's employment files. Given that the classes consist of
2 approximately 108 members, numerosity is easily satisfied. (*See Bowles v.*
3 *Superior Court*, 44 Cal.2d 574 (1955) (class with 10 members sufficiently
4 numerous); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981) (class of
5 48 members satisfies numerosity requirement.)). Moreover, the current and
6 former employees that comprise the Class can be identified based on Defendant's
7 records and are sufficiently numerous for class certification.

8 b. **Common Issues Predominate** - Here, Plaintiff contends that common questions
9 of law and fact are present, and specifically: (i) whether Defendant's failed to
10 pay minimum and overtime wages for all time worked; (ii) whether Defendant
11 failed to provide legally-requisite meal and rest periods to Class Members; (iii)
12 whether Defendant failed to timely furnish accurate, itemized and legal wage
13 statements to Class Members; (iv) whether Defendant failed to properly
14 reimburse Class Members for required business expenses; (v) whether
15 Defendant subjected Class Members to unlawful, unfair and/or fraudulent
16 business acts/practices; and (vi) whether Defendant is liable for attorneys' fees
17 and costs.

18 c. **Typicality** – In the instant case, Plaintiff contends that the typicality requirement
19 is fully satisfied. The Plaintiff, like every other member of the Class was
20 employed by Defendant and is a member of the Class—a non-exempt employee
21 who was entitled to meal and rest breaks, and minimum and overtime pay.
22 Plaintiff was subject to the same employment practices concerning payment of
23 wages, the meal and rest periods, and received similar wage statements. Thus,
24 the claims of the Plaintiff and the Class Members arise from the same course of
25 conduct by the Defendant, involve the same employment policies, and are based
26 on the same legal theories.

27 d. **Adequacy** – The Class Members are adequately represented because Plaintiff
28 and Class Counsel (a) do not have any conflicts of interest with other class

1 members, and (b) will prosecute the case vigorously on behalf of the class. (See
2 *Hanlon*, 150 F.3d at 1020). First, Plaintiff is well aware of her duties as a
3 representative of the Class and have actively participated in the prosecution of
4 this case to date. Plaintiff effectively communicated with Class Counsel,
5 provided documents to them and participated in discovery, investigation and
6 negotiations in the Action. Second, Plaintiff retained competent counsel who are
7 experienced in employment class actions. Third, there is no antagonism between
8 the interests of the Plaintiff and those of the Class. Both the Plaintiff and the
9 Class Members seek monetary relief under the same set of facts and legal
10 theories.

11 29. Class Counsel are experienced in prosecuting class action lawsuits and can
12 competently represent the Class. Attorneys from Class Counsel's firms have extensive class
13 litigation experience, handling a number of class action and complex commercial cases and have
14 acted both as counsel and as lead and co-lead counsel in a variety of these matters. Class Counsel
15 have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits
16 and other lawsuits involving complex issues of law and fact. Class Counsel have collectively been
17 involved as class counsel in over two hundred class action matters, including many wage and hour
18 class actions. Class Counsel has been found to be adequate counsel by the courts throughout
19 California. A true and correct copy of the resumes of the firms comprising Class Counsel are
20 attached hereto as Exhibit #2. Thus, the adequacy requirement is satisfied.

21 30. The Class Notice, drafted jointly and agreed upon by the Parties through their
22 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
23 A to the Agreement). The Class Notice will include, among other information: (i) information
24 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii)
25 information to the Class Members regarding how to opt out and how to object to the Settlement;
26 (iv) the estimated settlement payment for each of the Class Members; (v) the amount of attorneys'
27 fees and litigation expenses to be sought; (vi) the amount of the Plaintiff's Class Representative
28 Service Payment request; (vii) the amount being paid to the LWDA; and (viii) the Settlement

1 Administration Costs. The Class Notice will state that the Class Members shall have forty-five (45)
2 days from the date that the Class Notice is mailed to them to request exclusion or to submit an
3 objection. The Class Members will be given an opportunity to object to the terms of the Agreement
4 and/or the request for attorneys' fees and costs and to participate at the final approval hearing, in
5 accordance with the instructions set forth in the Class Notice. Class Members will be instructed to
6 only contact the Settlement Administrator and Class Counsel and not the Court. Class Members
7 who do not opt out will automatically receive a settlement payment. This notice program was
8 designed to meaningfully reach the Class Members and advises them of all pertinent information
9 concerning the Settlement. The mailing and distribution of the Class Notice satisfies the
10 requirements of due process, is the best notice practicable under the circumstances and constitutes
11 due and sufficient notice to all persons entitled thereto. The Class Notice provides information on
12 the terms and provisions of the Settlement; the benefits that the Settlement provides for Class
13 Members; the date, time and place of the final settlement approval hearing; and the procedure and
14 deadline for submitting comments, objections, and requests for exclusion. The Class Notice
15 complies with Rules of Court 3.766 and 3.769(f).

16 F. Additional Issues

17 31. **Average Class Member Payment** – Should the Court approve the above
18 distributions, the average payment to Participating Class Members is approximately \$245.37 to
19 Class Members.

20 32. **Division of Fees between Class Counsel** - In accordance with California Rules of
21 Court, rule 3.769, I make the following disclosure. The attorneys' fees awarded shall be allocated
22 as follows: 5% to Zakay Law Group, APC and 50% to the JCL Law Firm, APC. Plaintiff confirmed
23 his approval of the fee splitting in writing in the settlement agreement, and counsel for Plaintiff
24 explained this fee split to Plaintiff at the time of the execution.

25 33. **Timing of Release** – The release of the class claims and the PAGA claims will only
26 be effective upon final approval of the settlement *and* funding in full of the Gross Settlement
27 Amount by Defendant. (See Settlement Agreement at ¶ 3).
28

1 34. **Confidential Nature of Data Provided to the Administrator** – While the data
2 produced by Defendant to Simpluris will be confidential, Class Counsel does not believe that the
3 confidentiality provisions would impede the performance of their fiduciary duties because Class
4 Counsel receives the necessary information, but with the names and addresses redacted in advance
5 of the mailing to show the settlement calculations, weekly reports concerning class member
6 correspondence, and a final report from Settlement Administrator, which is all that is usually
7 needed. Class Counsel will seek authorization from Defendant and/or relief from the Court should
8 an unanticipated or specific issue arise.

9 35. **National Change of Address** – The Settlement Administrator will perform a search
10 based on the National Change of Address Database for information to update and correct for any
11 known or identifiable address changes under paragraph 6(g) of the Agreement.

12 36. **Information Received** – In this case, Plaintiff received all of the information needed
13 to evaluate the claims being settled. The following is a summary of the relevant documents
14 received, reviewed and analyzed by Plaintiff in order to evaluate the claims:

- 15 a. Sample data showing the employees, their employment dates, their time sheets,
16 hourly rates, and their wages.
- 17 b. Sample data concerning recorded meal periods.
- 18 c. Defendant’s Employee Handbook for the relevant time period, which outlined
19 the wage and hour policies of Defendant.
- 20 d. Employee file of Plaintiff.
- 21 e. Samples of wage statements provided by Defendant to employees.
- 22 f. Sample of payroll data.
- 23 g. Sample of time records.
- 24 h. Hiring and termination forms used by Defendant for employees.

25 37. **Valuation of Damages** – For the Class, Plaintiff estimates that Defendant was
26 subject to maximum liability for *damages* in the amount of \$224,608 consisting of \$22,506 for
27 unpaid wages, \$119,494 for rest periods, \$41,780 for meal periods, and \$40,828 for unreimbursed
28 business expenses. In addition, Plaintiff’s expert calculated \$177,277 in waiting time penalties and

1 \$87,012 for wage statement penalties.⁵ Finally, Plaintiff's expert calculated that Defendant could
2 be liable for PAGA penalties in an amount of \$739,000.⁶ Consequently, the Settlement of \$97,500
3 represents approximately 43% of the maximum estimated *damages*, and 20% of the maximum
4 combination of damages and penalties to the Class, assuming all of these amounts could be proved
5 at trial. Given the amount of the Settlement as compared to the potential value of claims in this
6 case, the Settlement is fair and reasonable. Clearly, the goal of this litigation to provide
7 compensation to Class Members for unpaid time, unreimbursed business expenses, and for
8 allegedly missed rest breaks has been met.

9 **a. Unpaid Wages** - The allegation of unpaid wages in this case is based on a theory
10 that Defendant required Plaintiff and the Class Members to work off-the-clock
11 during what was supposed to be their off-duty meal breaks and after they clocked

12 ⁵ While Plaintiff alleged claims for statutory penalties, she recognizes that this claim is subject to
13 various defenses asserted by Defendant. Plaintiff's claims pursuant to Labor Code Section 226 and
14 various PAGA penalties are also subject to a good faith defense as to whether any premium wages
15 for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and the
16 Class were properly compensated. *See Reber v. AIMCO/Bethesda Holdings, Inc.*, 2008 WL
17 4384147, at *9 (C.D. Cal. Aug. 25, 2008) (granting defendant's motion for summary judgment on
18 claim for failure to provide accurate itemized wage statements "because a good faith dispute exists...
19 [therefore, defendant] was not 'knowing and intentional' in failing to provide [Section 226]
20 statements"); *see also Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is
21 no willful failure to pay wages if the employer and employee have a good faith dispute as to whether
22 and when the wages were due."). Additionally, there is serious doubt as to whether violations of
23 the meal/rest period regulations, which require payment of a "premium wage" for each improper
24 meal period, give rise to claims under sections 203 and 226. *See Ling v. P.F. Chang's China Bistro,*
25 *Inc.*, 245 Cal. App. 4th 1242, 1261 (2016) and *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App.
26 5th 1308, 1336 (2018). This issue was decided in *Naranjo v. Spectrum Sec. Servs., Inc.*, 40 Cal.
27 App. 5th 444, 474, (Ct. App. 2019), which held that actions for meal break and rest break premiums
28 "do not entitle employees to pursue the derivative penalties in sections 203 and 226."

⁶ Plaintiff recognizes that the PAGA penalties claim is also subject to various defenses by
Defendant, including that Class Members may not be able to recover subsequent penalties until, at
a minimum, Plaintiff provided PAGA notice. *See Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157,
1209 (2008) ("Until the employer has been notified that it is violating a Labor Code provision
(whether or not the commissioner or court chooses to impose penalties), the employer cannot be
presumed to be aware that its continuing underpayment of employees is a "violation" subject to
penalties."). In addition, Plaintiff recognizes that PAGA claims bear some risk. *See Carrington v.*
Starbucks Corp., 30 Cal. App. 5th 504 (2018). In *Carrington*, while the plaintiff prevailed on his
PAGA claim at trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing
the employer's good faith attempt at complying with the law. *Id.* at 517. Upon review, the Court of
Appeal found such reduction to be proper. *Id.* at 539. Again, the *Carrington* decision was after
Plaintiff actually prevailed at trial, and even then, the PAGA penalties were reduced by 90%.

1 out at the end of their shift. According to the data received and assumptions made
2 based on conversations with the Plaintiff, the potential damages were estimated to
3 be \$22,506.

4 **a. Meal and Rest Period Damages** – Meal and rest break premiums were calculated
5 as 1 hour of wages for each violation. Plaintiff calculated the potential maximum
6 value of the meal and rest break damages to be \$161,274. The allegation of unpaid
7 meal break and rest break premiums in this case is based on a theory that Class
8 Members were unable to take a compliant break on a consistent basis, once per
9 week. Defendant presented significant defenses to this claim, as discussed in detail
10 above.

11 **b. Waiting Time Penalties** - Waiting time penalties were calculated for an
12 approximate forty-seven (47) terminated employees during the Class Period.
13 Plaintiff calculated the potential maximum waiting time penalties to be \$177,277.

14 **c. Wage Statement Penalties** - Wage statement penalties were calculated pursuant to
15 California Labor Code Section 226(e) as \$50 per employee per pay period with a
16 violation, subject to a \$4,000 maximum penalty per employee. The result was an
17 estimated maximum wage statement penalty claim in the amount of \$87,012. It is
18 important to note that the California Court of Appeals in *Maldonado v. Epsilon*
19 *Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018), recently held that liability under
20 Section 226 cannot be derivative. In other words, the court held that Plaintiff cannot
21 recover penalties under Section 226 based on Plaintiff's allegations that the
22 Defendant violated other Labor Code sections that affected the accuracy of the wage
23 statements. Because Plaintiff's Section 226 claim here is partly based on
24 Defendant's meal break and rest break violations, and Defendant's failure to
25 include the meal and rest break premiums on the Class Members' wage statements,
26 Plaintiff's claim could be construed as derivative. It is possible that Plaintiff's claim
27 would be subject to the *Maldonado* decision, resulting in a significant reduction in
28 its value.

1 **d. PAGA Penalties** - PAGA penalty calculations are highly variable. Class Counsel
2 is unaware of any PAGA judgment in which substantial PAGA penalties were
3 awarded at the full statutory rate. Rather, PAGA judgments have typically
4 decreased the amount of the per violation penalty to a fraction of the statutory
5 amount. Without reducing or mitigating the PAGA penalties, Plaintiff calculated
6 that the potential PAGA penalties at the maximum rate of \$739,000. These PAGA
7 penalty amounts were duplicative and were likely not awardable at the maximum
8 rate. In addition to the defenses presented by Defendant, as detailed above, there is
9 another basis for concluding that the Settlement is reasonable even with PAGA
10 penalties in this amount. Specifically, PAGA penalty claims are routinely settled
11 at a small fraction of the potential penalties. For example, Judge Nelson in *Price v.*
12 *Uber Technologies*, (Los Angeles Superior Court case no. BC554512), recently
13 approved a PAGA settlement of \$7.75 million for 1.5 million drivers where the
14 maximum PAGA liability was \$151 billion. Thus, the PAGA penalties were settled
15 for 0.005% of the PAGA liability. Notably, this was the largest PAGA settlement
16 in the 15-year history of PAGA. So, while PAGA penalty figures may be inflated
17 to significant numbers, realistic settlements of PAGA claims result in a settlement
18 amount of less than 1% of the PAGA liability.

19 **38. Compliance with Labor Code §§2689.** Plaintiff complied with all of the procedural
20 requirements of Labor Code §§2689 as follows:

- 21 a. On June 4, 2020, Plaintiff gave written notice to the LWDA of his intent to assert
22 a claim under PAGA and her alleged basis for the claim. (See Exhibit 3). At the
23 time the notice to the LWDA was filed, Plaintiff also submitted the \$75 filing
24 fee to the LWDA.
- 25 b. On September 3, 2020, a copy of the filed-stamped complaint was submitted to
26 the LWDA. (See Exhibit 4).
- 27 c. On March 7, 2022, the LWDA has been provided notice of this motion and the
28 PAGA settlement. (See Exhibit 5).

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 7th day of March 2022, at San Diego, California.

By: 
Shani O. Zakay

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made between KALAINA A. DULA (“Plaintiff”), on behalf of herself and all others similarly situated (the “Putative Class”), on the one hand, and 2 KINGS GAMING, INC. (“Defendant”), on the other hand. Plaintiff and Defendant will at times be referred to collectively as the “Parties” and may individually be referred to as a “Party.”

RECITALS

WHEREAS, Plaintiff contends she was employed by Defendant during the alleged “Class Period,” defined as between August 12, 2016 and the earlier of January 8, 2022 or the date the Court in the Action grants Preliminary Approval of this settlement;

WHEREAS, on August 12, 2020, Plaintiff filed a Class Action Complaint in the Superior Court of California, County of Merced, Case Number 20CV-02289, entitled *Kalaina A. Dula v. 2 Kings Gaming, Inc.* (the “Action”), asserting the following causes of action on a class or representative basis against Defendant: (1) Violation of CA Business & Professions Code § 17200, (2) Failure to Pay Minimum Wage, (3) Failure to Pay Overtime, (4) Failure to Provide Meal Periods, (5) Failure to Provide Rest Periods, (6) Failure to Reimburse Business Expenses, (7) Failure to Provide Accurate Wage Statements, (8) Failure to Timely Pay Wages, and (9) Violation of Private Attorney General Act;

WHEREAS, Defendant denies the validity of Plaintiff’s claims in the Action; however, for the purposes of settlement only, the Parties agree that certification of the class is appropriate and the requisites for establishing class certification are met;

WHEREAS, a settlement has been reached as to the Action in the total gross amount of Ninety-Seven Thousand Five Hundred Dollars and Zero Cents (\$97,500.00);

WHEREAS, the Parties want to resolve and settle the dispute that has arisen between them, as well as any other claims, asserted or not asserted, that either party may have against the other arising out of facts or events, known or unknown, occurring up to and including the date of execution of this Agreement;

NOW, THEREFORE, in consideration of the promises in this Agreement, the Parties agree as follows:

AGREEMENT

1. No Admission of Liability. It is understood and agreed by Plaintiff that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability by any Released Parties. Plaintiff further agrees that this Agreement cannot be used as evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or legal proceeding (other than to seek preliminary and final court approval of this Agreement, enforce the terms of this Agreement, or as required by a valid court order). The Released Parties disclaim and deny any liability, obligation, or responsibility to Plaintiff whatsoever.

2. Gross Settlement Payment. In consideration for the releases as described in Paragraphs 3 and 4 of this Agreement, and subject to court approval of this Agreement, Defendant agrees to pay the non-reversionary gross amount of Ninety-Seven Thousand Five Hundred Dollars and Zero Cents (\$97,500.00) (the “Settlement Sum”) to the Class Members (as defined in Paragraph 6 below) subject to the following terms and conditions:

a. The Parties agree that of the Settlement Sum, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be designated to the named Plaintiff, without deductions, as an enhancement award in addition to any amount she may be entitled to receive pursuant to the distribution formula as identified in Paragraph 6 for her time, effort, expense, and risks associated with being a named representative of the Class Members and a general release of her rights. This payment will be reported as 1099 income. Defendant will not oppose any application for such an enhancement award so long as it is consistent with the terms described herein. This amount shall come from, and shall not be in addition to, the Settlement Sum. Plaintiff acknowledges her responsibility for any and all taxes for these sums pursuant to Paragraph 2.e. Should the Court approve less than the amount provided for in this paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

b. The Parties agree that up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) of the Settlement Sum will be for the payment of settlement administration fees of a third-party administrator. The costs of the Administrator shall be paid from, and shall not be in addition to, the Settlement Sum. Should the Court approve less than the amount provided for in this paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

c. The Parties agree that up to Five Thousand Dollars and Zero Cents of the Settlement Sum will be allocated to Plaintiff’s claims under the Private Attorneys General Act (“PAGA”) and will be distributed in accordance with the percentages identified within the Act, (i.e. twenty-five percent (25%) of the \$5,000.00 PAGA allocation (i.e. \$1,250.00) will be distributed to the Aggrieved Employees, and seventy-five percent (75%) of the PAGA allocation (i.e. \$3,750.00) will be distributed to the California Labor and Workforce Development Agency (“LWDA”). These amounts shall come from, and shall not be in addition to, the Settlement Sum. Should the Court allocate less or more than the amount provided for in this paragraph, said allocations shall not be cause to invalidate the Agreement;

d. The Parties agree that up to one third of the Settlement Sum (i.e. \$32,500.00) will be allocated to the payment of attorneys’ fees incurred in the Action. Defendant will not oppose any request for attorneys’ fees so long as it does not exceed this threshold. Plaintiff will also be entitled to the actual litigation costs from the Settlement Sum as approved by the Court in an amount up to, and not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00), based on costs actually incurred by Plaintiff’s Counsel. These amounts shall come from, and shall not be in addition to, the Settlement Sum. Should the court approve less than the amount provided for in this paragraph, said reduced approval amount shall not be cause to invalidate the Agreement;

e. The Parties agree that employee-side payroll taxes associated with any payments to the Class Members from the Settlement Sum shall come from, and shall not be in addition to, the Settlement Sum. The representative Plaintiff and Class Members shall be responsible for any and all tax obligations associated with any payments they receive as part of the Settlement Sum. The Parties further

agree that employer-side payroll taxes associated with any payments to the Class Members from the Settlement Sum shall be paid separately and in addition to the Settlement Sum by Defendant;

f. There shall be a Net Settlement Sum that is distributed to the Class Members in accordance with the allocations set forth in Paragraph 6 below. The Net Settlement Sum shall consist of the Settlement Sum less the amounts identified in Paragraph 2.a. through 2.e., above (attorneys' fees and costs, costs of administration, PAGA allocation, and representative enhancement award). All Class Members will receive a portion of the Net Settlement Sum on a pro rata basis based on the number of workweeks they worked during the Class Period. Specifically, the final settlement payments will be determined by the Administrator by taking the number of workweeks each individual Class Member worked during the Class Period and dividing that by the total number of workweeks Class Members worked during the Class Period and multiplying that fraction by the Net Settlement Amount; and

g. Within fourteen (14) calendar days after the Court grants final approval of this Agreement, Defendant shall deposit the Settlement Sum (\$97,500.00) in a QSF account established by the Administrator. For purposes of counting the fourteen (14) day deadline established by this section, court approval may be by way of minute order, order from the bench, or by signing a submitted final approval order, whichever is earlier. The Administrator is to provide Defendant advanced notice within seven (7) calendar days after the Court grants final approval of this Agreement regarding the total monies Defendant must deposit.

3. Release. In exchange for the mutual promises and consideration set forth in this Agreement, the sufficiency of which is hereby acknowledged by the Parties, a release of liability is understood and agreed to as follows:

a. "Released Parties" as referenced herein and as released in the Agreement shall collectively mean Defendant and each of Defendant's past, present and future parent companies, subsidiaries, affiliates, principals, and any other person, corporation, association or partnership responsible or potentially responsible for any claims made or that could have been made in the Action, and the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, and successors and assigns of any of the foregoing.

b. Upon Final Approval of the Settlement and funding of the Settlement Sum by Defendant, Plaintiff Kalaina A. Dula, on behalf of herself and her heirs, successors, assigns, attorneys and agents, hereby releases and forever discharge the Released Parties from any and all claims, demands, debts, duties, obligations, promises, liabilities, damages, accounts, payments, liens acts, costs, expenses, sums of money, suits, dues, actions or causes of action, both in law and in equity, whether known or unknown, matured or unmatured, suspected or unsuspected, which she ever had, now has, or may have in the future against any of them including, but not limited to, any claims made or which could have been made in the Action, any claims for failure to pay minimum wages, failure to pay overtime, failure to provide meal periods, failure to pay meal period premiums, failure to provide rest breaks, failure to provide rest break premiums, failure to reimburse business expenses, failure to provide accurate wage statements, failure to timely pay wages, failure to pay wages at separation, violations of the California Private Attorneys General Act, violations of the California Industrial Welfare Commission's ("IWC") Wage Orders, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 246, *et seq.*, 351, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2698, *et seq.*, 2699, 2800, 2802, California

Business and Professions Code §§ 17200, *et seq.*, and all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto.

c. As a condition of participating in this class action settlement, Class Members, and individuals who are within the scope of the class definition but fail to timely submit a request to be excluded from the proposed settlement, upon Final Approval of the Settlement and funding of the Settlement Sum by Defendant, shall release and forever discharge the Released Parties from any and all class action and representative claims made in the Action, or which could have been made based on the facts alleged in the Action, including, but not limited to, any claims for failure to pay minimum wages, failure to pay overtime, failure to provide meal periods, failure to pay meal period premiums, failure to provide rest breaks, failure to provide rest break premiums, failure to reimburse business expenses, failure to provide accurate wage statements, failure to timely pay wages, failure to pay wages at separation, violations of the California Industrial Welfare Commission's ("IWC") Wage Orders based on those violations, violations of California Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, , 2802, California Business and Professions Code §§ 17200, *et seq.* arising from those violations, and all claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages arising therefrom (the "Released Claims"). The release shall not extend to any claims outside of the Class Period and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and the PAGA Released Claims, which are released separately hereinbelow. Upon Final Approval of the Settlement and funding of the Settlement Sum by Defendant, the Aggrieved Employees shall release all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims vested benefits, unpaid wages, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside the PAGA Period (the "PAGA Released Claims"). The "PAGA Period" shall be the period between June 4, 2019 and the earlier of January 8, 2022 or preliminary approval of the Settlement. The "Aggrieved Employees" shall include all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period.

4. California Civil Code Section 1542. Plaintiff hereby agrees that, upon Final Approval of the Settlement and funding of the Settlement Sum by Defendant, all of her rights under section 1542 of the Civil Code of the State of California are hereby waived as to any claims she may have against Defendant. Section 1542 has been explained to Plaintiff by her counsel and provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT 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.

5. Motion for Preliminary Approval of Class Action Settlement. Plaintiff and Plaintiff's counsel shall make their best efforts to file a Motion for Preliminary Approval of this Agreement concurrent with seeking the Court's certification of the class for settlement purposes as soon as reasonably possible after this Agreement is executed by the Parties. Defendant agrees to cooperate with Plaintiff in

these efforts so that the Motion for Preliminary Approval and concurrent certification of the class for settlement purposes is filed in a timely manner.

6. Administrator and Distribution Method. The Parties agree that Plaintiff's and Defendant's counsel will select the Administrator to process and distribute the Settlement Sum in accordance with the Agreement. The Parties will agree upon an Administrator as soon as reasonably possible after this Agreement is executed by the Parties and prior to Plaintiff's counsel filing a Motion for Preliminary Approval of this Agreement. In addition, subject to court approval, timelines and methods related to the administration of this Agreement shall be as follows:

a. For purposes of this Agreement, Class Members are defined as: "all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period." For purposes of this Agreement, Aggrieved Employees are defined as: "all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period."

b. All Class Members who do not opt out of the Settlement in accordance with this Agreement will receive a portion of the Net Settlement Sum on a pro rata basis based on a reasonable estimate of the total number of workweeks worked by all members of the Settlement Class during the Class Period. All Aggrieved Employees will receive a portion of the PAGA Payment allocated to the Aggrieved Employees on a pro rata basis based on a reasonable estimate of the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, regardless of whether they opt out of the Settlement. The Administrator shall mail and distribute to all Class Members a notice of this settlement, in English, informing them of the basic information regarding its terms, how to submit objections, how to exclude themselves from this proposed settlement, their estimated shares of the Net Settlement, how to dispute the allocated number of workweeks, and the date for a final fairness hearing (the "Class Notice," in a form substantially similar to that attached hereto as **Exhibit A**). The estimated share of the Net Settlement Sum for each individual within the class definition will be determined as follows: 1) A Total Value Per Workweek will be derived by dividing the Net Settlement Sum by the total number of weeks that all Class Members worked within the class period (*i.e.* any week in which a class member worked at least one (1) day); and 2) each Class Member will have their respective number of workweeks multiplied by the Total Value Per Workweek to derive their respective share of the Net Settlement Sum. Any monies allocated to individuals within the class definition who do not participate in this settlement because they opt out will be redistributed to Class Members pro-rata. The redistribution will take place by eliminating the non-participating class members' workweeks from the total workweeks used to calculate the Total Value per Workweek. The Total Value per Workweek will then be recalculated and applied to Class Members' workweeks to determine their respective share of the Net Settlement Sum.

c. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: 10% as wages ("Wage Portion"); 90% as penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

d. Within seven (7) calendar days after the date that the Court grants preliminary approval of this Agreement, Defendant shall provide to the Administrator a list of all Class Members and all information necessary to locate Class Members, process payments, and process claims for payments, including, but not limited to, Class Member workweeks or dates of employment, last known addresses, social security numbers, and any other information required to effectuate the Agreement.

e. The class list, and any other data provided by Defendant to the Administrator, shall be treated as confidential and not subject to disclosure by the Administrator except (a) relevant information may be provided to Class Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from a class member, or to any third party; (b) to allow Defendant and Plaintiff's counsel to review and confirm the calculation of Class Members' estimated share of the settlement is accurate and based on the correct information; and (c) as is otherwise necessary for the Administrator to perform its obligations described in this Agreement. Further, the Administrator and Plaintiff's counsel shall use commercially reasonable efforts to secure the data provided by Defendant at all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as permitted by this Agreement, and shall destroy the data (and all copies of it) in a complete and secure manner when such data is no longer required for purposes of this Agreement. The Administrator shall ensure that the Notice and any other communications to class members shall not include the Class Members' Social Security Number, except for the last four digits.

f. Within fourteen (14) calendar days from the date the Court preliminarily approves this Agreement, the Administrator will provide the Parties the spreadsheet showing the Administrator's calculations for anticipated payments to Class Members, the allocation of workweeks to Class Members, and any payroll taxes to be paid by Defendant. The Administrator may redact any identifying information and instead use an employee number to differentiate (except as to the named Plaintiff to the Action) in order to protect Class Members' confidential information. This will allow Plaintiff and Defendant the opportunity to review the Administrator's calculations, and the Administrator will confirm receipt and approval of the spreadsheet by the Parties prior to disbursing the class notices, as noted below.

g. Within twenty-one (21) calendar days from the date the Court preliminarily approves this Agreement, the Administrator will perform an NCOA check for class members' most current addresses based on the information provided by Defendant and will mail the Court approved notices and disbursement forms to the class members. The class members will have forty-five (45) days from the date of mailing the notices and disbursement forms in which to postmark returned information either contesting the number of workweeks allocated to them, requesting to opt out of the class action settlement, or objecting to the proposed settlement. For any notices and claim forms returned as undeliverable or notifying the Administrator that the class member is no longer at the address, the Administrator shall perform a skip-trace on that individual and re-mail the notice and claim form within three (3) business days of receiving information that the mailing was undeliverable or the class member was no longer at the address to the new address found in under the skip-trace. Individuals who have notices or claim forms re-mailed to them shall have an additional fourteen (14) calendar days to contest the number of workweeks allocated to them, request to opt out of the class action settlement, or object to the proposed settlement. Absent good cause found by the Court, Class Members' objections to the proposed settlement must be in writing and comply with the other requirements contained in this Agreement in order to be valid.

h. The Administrator will investigate and will have the final decision on disputes as to the class members' information (*e.g.* workweeks). Any dispute as to the number of workweeks, request to opt-out, or objection submitted beyond the times authorized under Paragraph 6.f. will be approved only with the mutual approval of the Parties. The Administrator shall provide weekly reports to the Parties regarding the administration status, *i.e.* number of opt-outs, objections, and disputes submitted and the current status of any opt-outs, objections, or disputes received.

i. Within seven (7) calendar days after the last day for class members to object to the proposed settlement, dispute their information, or request to be excluded from the settlement, the Administrator shall provide a declaration to be submitted to Court detailing the administration process thus far, the number of objections received, the number of opt-out requests received, the number of disputes submitted, and the final status of all such items.

j. After the Court grants final approval and within seven (7) calendar days after the Administrator receives payment of the Settlement Sum, the Administrator shall provide the Parties the final calculations of settlement payments to Class Members. The Administrator may redact any identifying information and instead assign an employee value, except leaving the identifying information for the named Plaintiff, such that the Parties can review and approve the final distribution amounts to Class Members. Within seven (7) calendar days after the final calculations are distributed by the Administrator, the Administrator, only upon approval by the Parties of the final distribution amounts, will mail to Class Members their pro-rata share of the Net Settlement Sum and Aggrieved Employees their pro-rata share of their PAGA Payment. Class Members shall have one hundred and eighty (180) days to cash their respective settlement checks under this Agreement. Any checks not negotiated within the one hundred and eighty (180) days will be voided and will not be reissued. Within seven (7) calendar days after the Administrator distributes final calculations and obtains approval by the Parties thereto, the Administrator shall also distribute to the awarded attorneys' fees and costs, the representative enhancement award, and payment for the costs of Administration.

k. Within one ninety thirty (190) calendar days after the Administrator mails Class Members their pro-rata share of the Net Settlement Sum, any unclaimed funds, including funds from uncashed settlement checks will be paid out in accordance with California Code of Civil Procedure section 384(b) to the Voluntary Legal Services Program – Employment Law Clinic located in Sacramento, California as the *cy pres* beneficiary. No amount of the Settlement Sum will revert to Defendant for any reason.

l. Within ten (10) calendar days after the Administrator distributes the unclaimed funds in accordance with Paragraph 6.k., the Administrator shall provide the Parties with a declaration outlining the settlement administration process and completion of payments to those specified in Paragraph 6.k.

m. The Parties agree the Class Members' contact information and social security numbers will be used only by the Administrator counsel for the sole purpose of effectuating the Agreement.

7. Class Counsel. The Parties agree to the designation of Zakay Law Group, APLC and JCL Law Firm, APC as class counsel for purposes of the Settlement Class.

8. Class Representative. The Parties agree to the designation of Plaintiff Kalaina A. Dula as the class representative for purposes of the Settlement Class.

9. Scope of the Class. It was represented to Plaintiff at the time of the execution of this Agreement that there were approximately 108 putative Class Members as of September 30, 2021. To the extent the number of class members increases beyond this number by more than 10%, to the Settlement Sum shall automatically increase by a proportionate amount. (i.e. if the number of employees increases by 11%, the total increase to the settlement will be 1%.).

10. Attorneys' Fees and Costs. Except as otherwise set forth in this Agreement, the Parties agree that each shall bear their own respective attorneys' fees and costs incurred in this Action, with the exception of any dispute regarding the payment of the Settlement Sum. In the case of a dispute regarding the payment of the Settlement Sum, the prevailing party shall be entitled to recover their attorneys' fees and costs.

11. Enforcement. This Agreement is made and is enforceable in accordance with the provisions of California Code of Civil Procedure section 664.6 and that Parties agree that the Court shall retain jurisdiction for that purpose to effectuate the terms of this Agreement and after entry of judgment in this Action. This Agreement shall be admissible in any proceeding for its enforcement in accordance with sections 1118 and 1123 of the California Evidence Code.

12. Opt-Out Contingency. If more than 10% of the putative Class Members make valid requests to opt out of the class settlement, Defendant may, in its sole discretion, choose to reject or accept, and be bound by, this Agreement. Defendant shall have five (5) calendar days from the date the Administrator indicates the number of Class Members who opted out to inform Plaintiff's counsel in writing of its decision to exercise this opt-out option. However, Defendant agrees to pay the cost of the Administrator incurred in administering the settlement up to the date Defendant chooses to exercise this opt-out option.

13. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart, when executed, shall have the efficacy of an original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any said purpose.

14. Confidentiality. Plaintiff represents and agrees that she has not and will not issue any press release, publication, or otherwise disclose this Agreement to the press, media, websites, or any service which reports verdicts and settlements. Plaintiff further agrees not to, at any time or in any manner, talk about, write about, disclose, or otherwise publicize or cause to be publicized, the confidential, proprietary, or trade secret information of the Released Parties.

15. Attorney Liens. Plaintiff represents and warrants that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of her representation related to the Action are her responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by the incurring party. Plaintiff will indemnify, defend and hold Released Parties harmless from any such claims.

16. No Additional Recovery. It is the intent of this Agreement that Plaintiff, lienholders, and any other individual or entity with an interest in Plaintiff's claims with respect to payment of the Settlement Sum shall not recover, directly or indirectly, any sums from the Released Parties other than the funds received pursuant to this Agreement and set forth in Paragraph 1. If, despite the provisions of this Paragraph, any Released Party receives any claims, including a claim for contribution, any indemnity arising out of a claim with respect to payment of the Settlement brought against another person in an interest in the claims of Plaintiff, Plaintiff shall indemnify, provide a full defense for and hold harmless the Released Parties for such amount. In the event a trier of fact determines (and all appeals are exhausted or the time for such appeals have expired) that any Released Party is or would be liable for indemnity under any theory of law or equity, this Agreement shall act as a general release, releasing not only the Released Party but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to a defense and indemnity from the Released Parties with respect to any liability that person, firm, or corporation may have to Plaintiff.

17. Entire Agreement. This Agreement sets forth the entire understanding between the Parties and supersedes any and all prior agreements, oral or written, pertaining to the Action. This Agreement may not be modified or amended except in writing, signed by all Parties. Each party acknowledges that there is no representation, inducement, promise or agreement which has been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

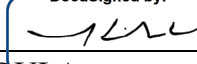
18. Conditional Nature. This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. If the Court does not enter an order granting final approval of the Agreement, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

19. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

20. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

The Parties, with the benefit of representation and advice of counsel, have read this Agreement and fully understand each and every provision contained in it.

Dated: 1/10/2022, 2022

DocuSigned by:

 KALAINA A. DULA
 3442FBA28F3D4E8...

Dated: _____, 2022

KALAINA A. DULA

Dated: January 29, 2022

2 KINGS GAMING, INC.

By: 

Print Name: Michael LeBlanc

Title: owner

Approved as to form and content:

ZAKAY LAW GROUP, APLC

Dated: _____, 2022

Shani O. Zakay
Counsel for Plaintiff

JCL LAW FIRM, APC

Dated: _____, 2022

Jean-Claude Lapuyade
Counsel for Plaintiff

FISHER & PHILLIPS, LLP

Dated: February 1, 2022



Alden J. Parker
Counsel for Defendant

Dated: _____, 2022

2 KINGS GAMING, INC.

By: _____

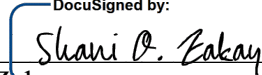
Print Name: _____

Title: _____

Approved as to form and content:

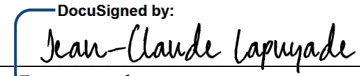
ZAKAY LAW GROUP, APLC

Dated: 1/10/2022, 2022

DocuSigned by:

Shani O. Zakay
Counsel for Plaintiff

JCL LAW FIRM, APC

Dated: 1/10/2022, 2022

DocuSigned by:

Jean-Claude Lapuyade
Counsel for Plaintiff

FISHER & PHILLIPS, LLP

Dated: _____, 2022

Alden J. Parker
Counsel for Defendant

EXHIBIT A

**IN THE SUPERIOR COURT OF THE STATE CALIFORNIA
FOR THE COUNTY OF MERCED**

KALAINA A. DULA, on behalf of herself and on behalf of all
persons similarly situated,

Plaintiff,

vs.

2 KINGS GAMING, INC., a California Corporation; and DOES 1-
50, Inclusive,

Defendants.

CASE NO. 20CV-02289

**NOTICE OF CLASS ACTION AND
PROPOSED SETTLEMENT**

TO: All individuals who are or were previously employed by 2 Kings Gaming, Inc. in California and classified as non-exempt employees at any time during the period between August 12, 2016 and [REDACTED] (the "Class Members").

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY
BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS

A settlement (the "Settlement") has been proposed in the lawsuit referenced above, pending in Merced County Superior Court (the "Court"), titled *Kalaina A. Dula v. 2 Kings Gaming, Inc.*, Case No. 20CV-02289 (the "Case"). If the Court gives final approval to the Settlement, Defendant 2 Kings Gaming, Inc. ("Defendant") will provide each Class Member a payment calculated, in part, based on the number of weeks worked by each Class Member as set forth in this notice.

Here is a summary of your rights and options, which are described in more detail later in this document. If you have any questions, please contact the Settlement Administrator, [Simpluris, Inc. \[ADDRESS\]](#).

1. GENERAL INFORMATION

The Merced County Superior Court preliminarily approved a settlement of the class action claims asserted by Plaintiff Kalaina A. Dula ("Plaintiff") in the Case. If you are or were previously employed by Defendant in California and were classified as non-exempt employees at any time during the period between August 12, 2016 and [REDACTED], you are eligible to receive payment from the Settlement.

2. YOUR ESTIMATED PAYMENT INFORMATION

According to Defendant's payroll records, you are a Class Member who worked approximately [REDACTED] Workweeks as an employee in California during the Class Period. Only weeks worked by you during the Class Period as an employee of Defendant may be considered compensable Workweeks under the Settlement. The Class Period is **August 12, 2016 through [REDACTED]**. Based on information currently available we estimate your total share of the Settlement will be approximately \$ [REDACTED]. This is only an estimate. The amount you ultimately receive as part of the Settlement may increase or decrease in accordance with the terms of the Settlement and the Court's orders.

Defendant respects your right to participate in this Settlement and will take no adverse action against you should you accept payment under the Settlement

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
GET A PAYMENT	If you do nothing, you will automatically receive a payment if the Settlement is finally approved by Court.	N/A
EXCLUDE YOURSELF	If you wish to exclude yourself from the Settlement, you must submit to the Settlement Administrator a valid Request for Exclusion. If you exclude yourself from the Settlement, you will not receive a payment under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Defendant regarding the allegations in the Case. Detailed instructions for this option are set forth in Section 17 below.	Deadline: [30 days from mailing of notice]
OBJECT	If you wish to object to the Settlement, you must submit your objections (i.e., why you do not believe the Settlement is fair or adequate) to the Merced Superior Court and copies must be served on the Settlement Administrator, Plaintiff's counsel, and Defendant's counsel. Submitting an objection does not exclude you from the Settlement. Detailed instructions for this option are set forth in Section 18 below.	Deadline: [30 days from mailing of notice]
GO TO THE "FAIRNESS HEARING"	The Court will hold a "Fairness Hearing" to consider the Settlement, the request for attorneys' fees and costs by the attorneys representing the Class in the Case, and the Representative Plaintiff's request for an enhancement award for bringing and maintaining this action. You may, but are not required to, speak at the Fairness Hearing about any objection to the Settlement that you submitted. If you intend to speak at the Fairness Hearing, you must also provide a "Notice of Intention to Appear," indicating your intention to do so.	Hearing Date: [TBD]

The Court in charge of this Case has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will only be provided if the Court gives final approval to the Settlement, and if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION.....	X
1. Why did I get this notice?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. Why is there a settlement?	
5. How do I know if I am part of the Settlement?	
6. I'm still not sure if I am included.	
THE PROPOSED SETTLEMENT.....	X
7. What relief does the Settlement provide to the Class Members?	
PAYMENT TO THE CLASS.....	X
8. How can I get a payment?	
9. When will I get a payment?	
10. What if I disagree with the calculation regarding my estimated settlement payment?	
11. If I receive a settlement payment will I have to pay taxes on it?	
12. No retaliation or discrimination	
THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF.....	X
13. Do I have a lawyer in this case?	
14. How will the lawyers be paid?	
15. Will the Representative Plaintiff receive any compensation for their efforts in bringing and maintaining this Case?	
RELEASE OF ALL CLAIMS.....	X
16. What am I giving up to obtain relief under the Settlement?	
HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT.....	X
17. How do I exclude myself from the Settlement?	
HOW TO OBJECT TO THE SETTLEMENT.....	X
18. How do I tell the Court that I do not like the Settlement?	
19. What is the difference between excluding myself and objecting to the Settlement?	
FAIRNESS HEARING.....	X
20. What is the Fairness Hearing?	
21. When and where is the Fairness Hearing?	
22. May I speak at the Fairness Hearing?	
ADDITIONAL INFORMATION.....	X
23. How do I get more information?	
24. What if my address or other information has changed?	

BACKGROUND INFORMATION

1. Why did I receive this notice?

You received this Notice because a Settlement has been reached in this Case. According to Defendant's available records you are a member of the Settlement Class and may be eligible for the relief below.

This Notice explains the nature of the Case, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 23 below.

2. What is this lawsuit about?

The Case alleges that Defendant failed to pay minimum wages, failed to pay overtime wages, failed to provide meal periods, failed to provide rest breaks, failed to reimburse necessary business expenses, failed to provide accurate wage statements, failed to timely pay wages, failed to pay wages at separation, engaged in unfair competition, and violated the Private Attorneys General Act, and are thus subject to damages under the California Labor Code.

Defendant denies Plaintiff's allegations in their entirety. Defendant contends that it paid all minimum wages owed, paid all overtime wages owed, provided all meal periods required, provided all rest breaks required, reimbursed all necessary business expenses, provided accurate wage statements, paid all wages in a timely manner, paid all wages at separation, did not engage in any unfair competition, complied with the Private Attorneys General Act, and complied with all other requirements of state and federal law. Defendant contends that its affirmative defenses to this action may otherwise prevent or limit Plaintiff's class claims.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Representative Plaintiff's claims in the Case.

For information about how to learn about what has happened in this Case to date, please see Section 23 below.

3. Why is this a class action?

In a class action lawsuit, a "Representative Plaintiff" (in this case, Kalaina A. Dula) sues on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this case, 2 Kings Gaming, Inc., is called the Defendant.

4. Why is there a settlement?

The Representative Plaintiff made claims against Defendant. Defendant denies that it has done anything wrong or illegal, and admits no liability. **The Court has not decided whether the Representative Plaintiff or the Defendant should win in this Case. Instead, both sides have agreed to a Settlement.** That way, both sides avoid the cost of a trial, and the Class Members will receive payment now rather than years from now, if at all.

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Class Member for purposes of the proposed Settlement: "all individuals who are or were previously employed by Defendant in California and were classified as non-exempt employees at any time during the period between August 12, 2016 and [REDACTED]."

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can write to the Settlement Administrator for help. The address for the Settlement Administrator is [ADDRESS]

THE PROPOSED SETTLEMENT

7. What relief does the Settlement provide to the Class Members?

Defendant has agreed to fund a settlement with a maximum value of \$97,500.00. This settlement amount will be used to pay the claims of the Class Members, and the following amounts requested by Plaintiff and subject to Court

approval: the cost of providing notice to the Class and administering the Settlement (up to \$15,000); to pay any awards by the Court for attorneys' fees (up to \$32,500) and costs (up to \$10,000) to Plaintiff's counsel; to pay the California Labor and Workforce Development Agency its share of the Settlement (up to \$3,750); and any enhancement award the Court awards to the Representative Plaintiff (up to \$5,000). The estimated Net Settlement Amount to be used to pay the claims of Class Members is approximately \$ [REDACTED].

Your estimated Settlement Payment is stated on the Workweek Dispute Form included with this Notice. Your estimated payment was calculated using Defendant's payroll and employee records. Individual Settlement Payments will be calculated and apportioned as follows:

- (a) The "Net Settlement Amount" shall be calculated by subtracting the payments to Class Counsel, the Representative Plaintiff, the Settlement Administrator, and payment of \$3,750 to the California Labor and Workforce Development Agency for penalties under PAGA from the Maximum Settlement Amount.
- (b) The Net Settlement Amount will be divided up and paid to Participating Class Members on a pro-rata basis based on each Participating Class Member's total number of "Individual Workweeks" divided by the aggregate Individual Workweeks of all Participating Class Members according to the following formula:
 1. For each Participating Class Member, Defendant will calculate the total number of weeks that the individual worked for Defendant during the Class Period.
 2. The "Individual Settlement Payment" for each Participating Class Member will equal the individual's Individual Workweeks divided by the aggregate Individual Workweeks for all Participating Class Members multiplied by the Net Settlement Amount.
- (c) For tax purposes, one hundred percent (100%) of each Participating Class Member's Individual Settlement Payment shall be treated as civil and/or statutory penalties and shall be reported on an IRS Form 1099.

PAYMENT TO THE CLASS

8. How can I get a payment?

If you wish to remain a Class Member and obtain any share of the Settlement to which you may be entitled, then you do not have to do anything and you will automatically receive a settlement payment in the mail if the Court approves the proposed Settlement. You are not required to go to court or pay anything to the lawyers in this case. The Settlement Payment you will receive will be a full and final settlement of your Released Claims described below.

9. When will I get a payment?

As described in Sections 20 and 21, the Court will hold a hearing on [DATE FOR FAIRNESS HEARING] to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. *Please be patient.*

10. What if I disagree with Defendant's calculation regarding my estimated settlement payment?

If you believe that the number of Workweeks with which you have been credited is incorrect, you may produce evidence to the Settlement Administrator by [TBD] showing that such information is inaccurate. The Settlement Administrator shall then decide the dispute between your calculation and that of Defendant. Defendant's records will be presumed to be correct, but the Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the merits of the dispute. You can submit the Workweek Dispute Form by mail to the Settlement Administrator at: 2 Kings Gaming, Inc. Settlement Administration, c/o Simpluris, Inc. [ADDRESS].

Alternatively, you may submit your dispute form via facsimile to [REDACTED], or you can submit your dispute to the Settlement Administrator via e-mail to the following e-mail address: [REDACTED].

11. If I receive a settlement payment will I have to pay taxes on it?

One Hundred Percent (100%) of your Individual Settlement Payment will be reported on IRS Form 1099. You should consult with a tax professional for more information about your own specific situation.

12. No retaliation or discrimination.

Defendant respects your right to participate in this lawsuit and will take no adverse action against you should you accept payment under the Settlement.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF

13. Do I have a lawyer in this case?

The Court has preliminarily approved Zakay Law Group, APLC and JCL Law Firm, APC (“Class Counsel”) to represent the interests of all Class Members. You will not be separately charged for these lawyers. If you have a question about the settlement, you may contact Class Counsel by writing to them at Zakay Law Group, 3990 Old Town Avenue, Suite C204, San Diego, CA 92110, by emailing them at shani@zakaylaw.com, or by calling them at (619) 255-9047; or by writing to them at JCL Law Firm, 3990 Old Town Avenue, Suite C204, San Diego, CA 92110, by emailing them at jlapuyade@jcl-lawfirm.com, or by calling them at (619) 599-8292. Alternatively, if you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Defendant has agreed to pay Class Counsel’s attorney’s fees up to \$32,500 and costs of up to \$10,000 for their services in litigating the Case, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs.

15. Will the Representative Plaintiff receive any compensation for her efforts in bringing and maintaining this Case?

The Representative Plaintiff will request an enhancement award of up to \$5,000 for her services as class representatives and their efforts in bringing and maintaining this action. The Court will make the final decision as to the amount to be paid to the Representative Plaintiff.

RELEASE OF ALL CLAIMS

16. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Defendant. Specifically, you will release the Released Parties from any and all class action and representative claims asserted in Plaintiff’s First Amended Complaint in this Case, including but not limited to: (1) Failure to Pay Minimum Wage, (2) Failure to Pay Overtime, (3) Failure to Provide Meal Periods, (4) Failure to Provide Rest Breaks, (5) Failure to Reimburse Business Expenses, (6) Failure to Provide Accurate Wage Statements, (7) Failure to Timely Pay Wages, (8) Violation of CA Business & Professions Code §17200, and (9) Violation of Private Attorneys General Act (hereinafter the “Released Claims”). The release shall not extend to any claims outside of the Class Period of August 12, 2016, to [REDACTED].

The Released Parties include Defendant and each of Defendant’s respective past, present and future parent companies, subsidiaries, affiliates, principals and any other person, corporation, association or partnership responsible or potentially responsible for the claims made in the Action, and the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, and successors and assigns of any of the foregoing.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

17. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Settlement (*i.e.* “opt out”). If you want to be excluded, you must send a written request via U.S. Mail or other delivery service to the Settlement Administrator that states: (a) the case name and number of the Case “*Kalaina A. Dula v. 2 Kings Gaming, Inc.*, Case No. 20CV-02289”; (b) your full name, address, and telephone number; and (c) a statement that you have received notice of the Settlement and have decided that you do not wish to participate in the Settlement. You must sign the written request for it to be valid. The written request must be sent (*i.e.*, postmarked or delivery date stamped) no later than [REDACTED], and sent to the Settlement Administrator at: **Simpluris, Inc.**, [ADDRESS]. You may also fax the letter or postcard to the Settlement Administrator at [REDACTED], or submit it to the Settlement Administrator via e-mail to [REDACTED].

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Case, and you will not be precluded from prosecuting any timely individual claim against Defendant based on the conduct complained of in the Case.

HOW TO OBJECT TO THE SETTLEMENT

18. How do I tell the Court that I do not like the Settlement?

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before the Court grants final approval. You can ask the Court to deny approval by filing an objection. You **cannot** ask the Court to order a larger settlement; the Court can only approve or deny the settlement.

You may object to the Settlement in writing. You may also appear at the Fairness Hearing at the date, time and location stated in Section 21 below.

To be valid, any objection must: (a) state the case name and number of the Case “*Kalaina A. Dula v. 2 Kings Gaming, Inc.*, Case No. 20CV-02289”; (b) state your full name, address, telephone number, and dates of employment with Defendant; (c) state your objection to the settlement and the legal and/or factual arguments supporting the objection; (d) be filed with the Merced Superior Court on or before [REDACTED]; and (e) copies of the objection must be served on the Settlement Administrator, Plaintiff’s counsel, and Defendant’s counsel via U.S. Mail or other delivery service with proof of submission date (such as a U.S. Postal Service postmark or other delivery service date stamp no later than [REDACTED]). You may, but need not, submit your objection through counsel of your choice. If you make your objection through counsel, you will be responsible for your attorneys’ fees and costs.

If you make an objection and the Court disagrees with your objection and grants final approval of the Settlement, you will have released all Released Claims against Released Parties as described in Section 16 above and will receive your Individual Settlement Payment.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

19. What is the difference between excluding myself and objecting to the Settlement?

Objecting is telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FAIRNESS HEARING

20. What is the Fairness Hearing?

The Court has preliminarily approved the Settlement, meaning only that it concluded that there is sufficient evidence to suggest that the Agreement falls within the range of possible approval as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Fairness Hearing. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, and adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel and to consider the request for an enhancement award for the Representative Plaintiff.

21. When and where is the Fairness Hearing?

On [REDACTED], at [REDACTED], a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable [REDACTED] in Department [REDACTED] of the Merced Superior Court, located at [REDACTED]. The hearing may be postponed to a different date, time or location without notice. It is not necessary for you to appear at this hearing unless you want to object to the settlement.

22. May I speak at the hearing?

At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to.

ADDITIONAL INFORMATION

23. How do I get more information?

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, and/or the Complaint filed in the Case, please visit the Merced Superior Court Clerk's Office during regular business hours at [REDACTED].

24. What if my address or other information has changed?

It is your responsibility to inform the Settlement Administrator of your updated information. You may make corrections to your address by sending in the Workweek Dispute Form. Alternatively, you may contact the Settlement Administrator at: **Simpluris, Inc.**, [REDACTED].

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE CLASS LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

EXHIBIT 2

Zakay Law Group, APC
3990 Old Town Ave. Suite C204
San Diego, California 92110
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Court of California (all courts)
United States District Court of Indiana for the Northern District
United States Court of Appeals for the 9th Circuit

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. **Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	Settled

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	In Litigation

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	In Litigation

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	In Litigation

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	In Litigation

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	In Litigation

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	In Litigation

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	In Litigation

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	In Litigation

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	In Litigation

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	In Litigation

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	In Litigation

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	In Litigation

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	In Litigation

63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	In Litigation

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	In Litigation

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	In Litigation

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
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Case No.	34-2020-00287054
Nature	Regular Rate
Status	In Litigation

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	In Litigation

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	In Litigation

71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	In Litigation

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	In Litigation

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	In Litigation

76. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	In Litigation

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	In Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	In Litigation

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	
Nature	Meal and Rest Break + Regular Rate
Status	In Litigation

86. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	In Litigation

87. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

EXHIBIT 3

Tesla Stone

From: Shani Zakay <shani@zakaylaw.com>
Sent: Thursday, June 4, 2020 10:59 AM
To: Claude Lapuyade; Tesla Stone
Subject: FW: Thank you for submission of your PAGA Case.
Attachments: PAGA Letter.pdf

-----Original Message-----

From: noreply@salesforce.com [mailto:noreply@salesforce.com] On Behalf Of LWDA DO NOT REPLY
Sent: Thursday, June 4, 2020 10:55 AM
To: Shani Zakay <shani@zakaylaw.com>
Subject: Thank you for submission of your PAGA Case.

6/4/2020

LWDA Case No. LWDA-CM-792316-20

Law Firm : Zakay Law Group, APC

Plaintiff Name : Kalaina Dula

Employer: 2 Kings Gaming, Inc.

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

Tesla Stone

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Thursday, September 3, 2020 2:45 PM
To: Tesla Stone
Subject: Thank you for your Court Complaint Submission

09/03/2020 02:44:29 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 5