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Attorneys for Plaintiff

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

ERICK ULISSES FELIX individually,
and on behalf of other aggrieved
employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

GEN RESTAURANT GROUP, LLC, a
California limited liability company;
JAE CHANG, individually; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21STCV34502

Honorable Michelle Williams Court
Department 1

**DECLARATION OF JOANNA GHOSH IN
SUPPORT OF PLAINTIFF’S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (CAL. LABOR CODE § 2698,
ET SEQ.) SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS’ FEES AND
EXPENSES PAYMENT, GENERAL RELEASE
FEE, AND ADMINISTRATION EXPENSES
PAYMENT**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys’ Fees and Expenses Payment, General
Release Fee, and Administration Expenses
Payment; Declaration of Plaintiff ([Erick Ulisses
Felix]); and [Proposed] Order and Judgment filed
concurrently herewith]

Reservation ID: 800250953782
Date: August 1, 2024
Time: 8:30 a.m.
Department: 1

Complaint Filed: September 17, 2021
Trial Date: None Set

DECLARATION OF JOANNA GHOSH

I, Joanna Ghosh, hereby declare as follows:

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

**EXPERIENCE AND ADEQUACY OF
LAWYERS *for* JUSTICE, PC**

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment representative and class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in dozens of employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving nearly every aspect of California wage and hour law, including payment of overtime and minimum wages, provision of meal and rest breaks and/or premiums wages for same, timely payment of wages, provision of compliant wage statements, reimbursement of business expenses, executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements, PAGA claims, and sister statutes under federal law. Lawyers *for* Justice, PC has recovered (sometimes in association with other law firms) millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of attorneys at Lawyers *for* Justice, PC who most recently have been involved in the representation of Plaintiff in this matter. Additional attorney and non-attorney staff have also worked on the matter.

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3. Edwin Aiwazian is a Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. For over a decade, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the

Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative cases have resulted in settlements that have been granted court approval, including and not limited to, those listed in paragraph 6 herein. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. I am a Managing Member of Lawyers for Justice, PC. I received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. I am admitted to practice in California (since 2010) and in New York (since 2013) and I am admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. I have taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. I have successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). I have significant experience with class actions, including and not limited to working on cases to

1 obtain class certification through contested motion practice and working on cases in the post-
2 certification stage (e.g., post-certification discovery, appeal, statistical sampling and
3 pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified
4 class consisting of approximately 2,600 individuals). I also have extensive experience with class
5 action and/or representative action settlements, and I have handled this process in over three
6 hundred (300) cases. Under Edwin Aiwarzian, Arby Aiwarzian, and my supervision, Lawyers *for*
7 Justice, PC has handled the class certification and court approval process for hundreds of class
8 action and/or representative action matters that have successfully resolved. I am a member of the
9 California Employment Lawyers Association.

10 **EXAMPLES OF RESULTS IN REPRESENTATIVE AND CLASS ACTION CASES**

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

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

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

23 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against a national property management company involving
25 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
26 granted final approval of the class action settlement. The Los Angeles County Superior Court
27 Case Number is BC430918.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
20 wage-and-hour class and PAGA representative action against a medical equipment supplier on
21 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
22 for class certification and certified a class. The San Bernardino County Superior Court Case
23 Number is CIVDS1505744.

24 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
28 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted

1 approval of the PAGA representative action settlement. The San Diego County Superior Court
2 Case Number is 34-2015-00175330.

3 jj) Lfj, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a large national drug testing
5 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
6 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
7 granted final approval of the class and PAGA representative action settlement. The San Diego
8 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

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

15 ll) Lfj, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class action against manufacturer and supplier of power products and services on
17 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'
18 motion for class certification and certified a class. On August 27, 2021, the court granted final
19 approval of the class action settlement. The San Diego County Superior Court Case Number is
20 37-2015-00025968-CU-OE-CTL.

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

25 nn) Lfj represents the plaintiffs in a wage-and-hour class action against a
26 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for
27 the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On
28 July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class.

The Los Angeles County Superior Court Case Number is BC707670.

THE SETTLEMENT REACHED IN THE ACTION

7. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff Erick Ulisses Felix, for himself and on behalf of the State of California with respect to aggrieved employees pursuant to the Private Attorneys General Act, and Defendants Gen Restaurant Group, LLC and Jae Chang (together, “Defendants”).

8. The Settlement pertains to the following allegedly aggrieved employees: any person who worked for any of the Defendants in California and classified as an hourly-paid or non-exempt employee during the PAGA Period (“Aggrieved Employees”). The “PAGA Period” means the period between April 6, 2020 through May 28, 2023, subject to possible modification pursuant to Section 8 of the Settlement Agreement.

9. Defendants have represented that, as of April 21, 2023, there are approximately seven hundred seventy (770) Aggrieved Employees.

10. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on July 14, 2021 (“PAGA Notice”). The PAGA Notice was sent by U.S. Certified Mail to the employer and submitted to the LWDA by way of online submission on the LWDA’s website. A true and correct copy of the July 14, 2021 PAGA Notice is attached hereto as “**EXHIBIT 2.**”

11. The Settlement is for the gross amount of Four Hundred Thirty-Five Thousand Dollars (\$435,000.00) (“Gross Settlement Amount”), subject to possible increase pursuant to Section 8 of the Settlement Agreement. The Settlement Agreement provides that the “Net Settlement Amount” will be the Gross Settlement Amount less the following amounts: (1) Attorneys’ Fees and Expenses Payment in the amount of up to \$165,300.00 for attorneys’ fees

and \$10,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”); (2) General Release Fee of \$7,500.00 to Plaintiff; and (3) Administration Expenses Payment of up to \$8,000.00 to the Administrator. Assuming that the requested Attorneys’ Fees and Expenses Payment, General Release Fee, and Administration Expenses Payment, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$244,200.00. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$183,150.00 (“LWDA PAGA Payment”), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$61,050.00, will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked any hours for any of the Defendants for at least one day during the PAGA Period (“PAGA Pay Periods”). The parties have agreed to retain ILYM Group, Inc (“ILYM Group” or “Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint ILYM Group to serve as the third-party administrator. The Administration Expenses Payment is estimated not to exceed \$8,000.00 and will be paid out of the Gross Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL

12. The effectiveness of Plaintiff’s Counsel, Lawyers *for* Justice PC, in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

13. After engaging in extensive investigations, formal and informal discovery, and exchange of information, the parties participated in settlement negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a full-day mediation on March

23, 2023, conducted by Brandon McKelvey, of McKelvey Resolution, a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the parties reached the Settlement described herein. In the course of mediation and settlement negotiations, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest breaks, wage-and-hour enforcement, and arbitration agreements, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

14. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation, formal and informal discovery, and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a volume of information, documents, and data obtained from Plaintiff, Defendants, and other sources. Plaintiff's Counsel propounded multiple sets of formal written discovery requests onto Defendants (specifically, Requests for Production of Documents (Set One), Special Interrogatories (Sets One and Two), Requests for Admissions (Set One), and Form Interrogatories – General (Set One)), served notices of depositions of Defendant Jae Chang and employee David Lai, along with requests for production of documents, and reviewed Defendants' responses and objections thereto. The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and was not limited to, employment records of Plaintiff, the Employee Handbook, various agreements and acknowledgments (such as Acknowledgement of Receipt of Employee Handbook, Meal Period and Rest Break Waivers, and Employee Policies Acknowledgement Form), Arbitration Agreement, and Defendants' operations and employment policies, practices, and procedures (such as, Overtime Compensation Including Meal and Rest Break Requirements, Cell Phone Usage Policy, Policy Against Harassment and Discrimination, Vacation Policy, Leaves of Absence Policies, and Sick Time Policy), among other documents. Counsel for the parties undertook significant investigation and

1 evaluation Plaintiff's claim and allegations, including, and not limited to, calculating the
2 potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel
3 included, but was not limited to: meeting and conferring with Defendants' counsel regarding the
4 pleadings, case management, the mediation, and settlement, among other issues; case strategy
5 and analysis; drafting, reviewing, and revising the pleadings, court filings, the mediation brief,
6 settlement agreement, and settlement approval motion papers; preparing for the mediation and
7 settlement negotiations; and preparing for and appearing for court proceedings and mediation
8 and settlement negotiations. Counsel for the parties have further invested time to research the
9 applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock
10 theory, meal and rest breaks, meal waivers, wage-and-hour enforcement, Plaintiff's claims and
11 allegations, and Defendants' defenses, as well as facts discovered.

12 15. Based on investigation and information discovered, Plaintiff's Counsel believes
13 that there is sufficient evidence to support the allegations that Defendants violated the California
14 Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff
15 will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also
16 recognize Defendants' defenses, the costs of further litigation, and multiple risks to recovery.

17 16. Plaintiff and his counsel have also considered the uncertainty and risk of the
18 outcome of further litigation, including the difficulties and delays inherent in such litigation. In
19 order to prevail on the PAGA claim, Plaintiff would have to prove that Defendants engaged in
20 the alleged California Labor Code violations and demonstrate that Defendants' conduct warrants
21 the imposition of penalties. Plaintiff's core allegation is that Defendants has violated the
22 California Labor Code by failing to pay all wages, failing to provide compliant meal and rest
23 periods and associated premiums, failing to timely pay wages during employment and upon
24 termination of employment, failing to provide complete and accurate wage statements, failing to
25 keep complete and accurate payroll records, failing to provide a day of rest, failing to provide
26 reporting time pay, and failing to reimburse necessary business-related expenses and costs.

27 ///

28 ///

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

12 18. Importantly, Defendants also contended that the claims of other Aggrieved
13 Employees whom Plaintiff seeks to represent are subject to enforceable agreements. Defendants
14 contended that, taken together, these agreements would have claim preclusive impact, or
15 otherwise, could effectively be used to require Aggrieved Employees to engage in individual
16 arbitration of their individual claims on which the PAGA claim is predicated. Although the
17 parties disagree on whether or not Defendants’ various agreements are enforceable and their
18 impact, there is more uncertainty regarding the viability of PAGA claims in the judicial forum,
19 arising from the U.S. Supreme Court’s decision in *Viking River Cruises, Inc. v. Moriana*, (2022)
20 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. The California Supreme Court recently confirmed that
21 PAGA representative claims are viable and can continue to be prosecuted in *Adolph v. Uber*
22 *Technologies* (2023) 14 Cal.5th 1104. However, the decision by the California Supreme Court
23 in *Adolph v. Uber Technologies* suggests, and it is still possible that, trial courts will stay the
24 representative/non-individual PAGA claims pending arbitration of a plaintiff’s individual PAGA
25 claims and if a plaintiff is determined to not be an “aggrieved employee” for PAGA purposes,
26 issue preclusion could apply and, once reduced to a final judgment, trial courts are bound by the
27 arbitrator’s determination and the plaintiff loses standing to pursue non-individual PAGA claims.
28 It should be noted that at the time that the Parties reached the settlement, and also now, there is

1 uncertainty regarding the PAGA claim.

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

18 20. The parties invested time reviewing, analyzing, and considering relevant
19 information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment
20 with Defendants, and this information made it possible to calculate the potential value and
21 strength of the PAGA claim. Accordingly, the parties have conducted sufficient investigation
22 and review of information to be adequately apprised of the nature and extent of the PAGA claim
23 asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness,
24 adequacy, and reasonableness. The parties have also considered the settlement negotiations and
25 the recommendations of the mediator, Brandon McKelvey, of McKelvey Resolution, who is
26 highly experienced in mediating complex labor and employment matters. The parties have
27 agreed that this case is well-suited for settlement given the legal issues relating to the PAGA
28 claim, as well as the costs and risks to both sides that would attend further litigation. The

Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, in arbitration proceedings, and/or upon appeal.

21. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of \$165,300.00, which represents approximately Thirty-Eight percent (38%) of the Gross Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency fee of at least thirty-eight percent (38%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

22. While not necessarily required to be demonstrated because a percentage of the fund is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a simple lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **240.80 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "EXHIBIT 3" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred in performing those services. These hours include work done by myself and several other attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

23. The work performed in this particular case, the background of our firm, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a

reasonable blended hourly rate of compensation of at least \$850 for work performed by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$850 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; and final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

24. Plaintiff's Counsel seeks reimbursement of \$10,000.00 for litigation costs and expenses incurred in this case as reflected in the Case Cost Detail attached hereto as "EXHIBIT 4." The costs and expenses that were incurred were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this case.

GENERAL RELEASE FEE TO PLAINTIFF

25. In recognition of his efforts and work in spearheading the litigation of this matter, as well as for his broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 5.1 of the Settlement Agreement), the Settlement provides a General Release Fee to Plaintiff in the amount of \$7,500.00 to be paid out of the Gross Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity.

1 Plaintiff has spent a substantial amount of time and effort discussing his employment with his
2 counsel, gathering and producing relevant documents and information, and providing the facts
3 and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever his
4 counsel needed him and actively tried to obtain and provide information that would facilitate the
5 pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a
6 General Release Fee.

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

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

14 Executed this 31st day of May 2024, at Glendale, California.

15 

16 _____
Joanna Ghosh

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between plaintiff ERICK ULISSES FELIX (“Plaintiff”), for himself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Paragraph 1.4 below) and defendants GEN RESTAURANT GROUP, LLC and JAE CHANG (together, “Defendants”), subject to approval by the Court. The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”) lawsuit seeking civil penalties for alleged wage and hour violations captioned ERICK ULISSES FELIX v. GEN RESTAURANT GROUP, LLC, a California limited liability company; JAE CHANG, individually; and DOES 1 through 100, inclusive initiated on September 17, 2021, and pending in Superior Court of the State of California, County of Los Angeles (Case No. 21STCV34502).
- 1.2. “Administrator” means ILYM Group, Inc. the neutral third-party settlement administrator the Parties have agreed to appoint to administer the Settlement, subject to approval by the Court.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Parties in connection with preparing this Settlement Agreement, subject to approval by the Court.
- 1.4. “Aggrieved Employee” means any person who worked for any of the Defendants in California and classified as an hourly-paid or non-exempt employee during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s full name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for Aggrieved Employees’ current mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Attorneys’ Fees and Expenses Payment” means attorneys’ fees in the amount of thirty-eight percent (38%) of the approved Gross Settlement Amount and reimbursement of litigation costs and expenses in the amount of up to Ten Thousand Dollars (\$10,000.00) (collectively, “Attorneys’ Fees and Expenses Payment”) to Plaintiff’s Counsel, which Defendants will not contest.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.
- 1.9. “Defendants” means, collectively, named defendants Gen Restaurant Group, LLC and Jae Chang.

- 1.10. "Defense Counsel" means Eugene C. Ryu, Penny Chen Fox, and Yesi Lagunas of K&L Gates LLP.
- 1.11. "Effective Date" means the date by when all of the following have occurred: (i) the Court has held a settlement approval hearing and entered the Court's Final Order and Judgment; and (ii) the later of the following events: (A) when the period for filing any appeal, writ, intervention, or other proceeding challenging the Final Order and/or Judgment has elapsed without any appeal, writ, intervention, or other proceeding having been filed; or (B) when any appeal, writ, intervention, or other proceeding challenging the Final Order and/or Judgment has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ, intervention, or other proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief.
- 1.12. "Final Order" means the determination by the Court that the Settlement is fair, just, reasonable and adequate, and entry of the proposed order.
- 1.13. "General Release Fee" means a general release fee paid to Plaintiff, subject to Court approval, as provided in Paragraph 3.2.2 below.
- 1.14. "Gross Settlement Amount" means Four Hundred Thirty-Five Thousand Dollars (\$435,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the General Release Fee, Individual PAGA Payments, the LWDA PAGA Payment, Attorneys' Fees and Expenses Payment, and the Administration Expenses Payment.
- 1.15. "Individual PAGA Payment" means each Aggrieved Employee's *pro rata* share of the twenty-five percent (25%) portion of the PAGA Penalties to be distributed to all Aggrieved Employees, calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.16. "Judgment" means the judgment entered by the Court based upon the Final Order.
- 1.17. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to receive a portion of civil penalties under California Labor Code section 2699, subd. (i).
- 1.18. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under California Labor Code section 2699, subd. (i).
- 1.19. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the General Release Fee, Attorneys' Fees and Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to the LWDA as the LWDA PAGA Payment, to the Aggrieved Employees as Individual PAGA Payments.
- 1.20. "PAGA Pay Period," "Pay Period," or "pay period" means any pay period during which an Aggrieved Employee worked any hours for any of the Defendants for at least one day during the PAGA Period.
- 1.21. "PAGA Period" means the period from April 6, 2020 to May 28, 2023.
- 1.22. "PAGA" means the Private Attorneys General Act (California Labor Code § 2698, *et seq.*).

- 1.23. "PAGA Notice" means Plaintiff's July 14, 2021, letter to Defendants and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd.(a), assigned LWDA Case No. LWDA-CM-837975-21.
- 1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount and to be allocated 25% to the Aggrieved Employees and 75% to the LWDA for the settlement of PAGA claims.
- 1.25. "Plaintiff" means Erick Ulisses Felix, the named plaintiff in the Action.
- 1.26. "Plaintiff's Counsel" means Arby Aiwarzian, Joanna Ghosh, and Helene Mayer of Lawyers *for* Justice, PC.
- 1.27. "Released PAGA Claims" means the claims being released by Plaintiff, and Plaintiff's Counsel, and by the State of California and the LWDA with respect to the Aggrieved Employees, as described in Paragraph 5 below.
- 1.28. "Released Parties" means: Defendants Gen Restaurant Group, LLC and Jae Chang, and each of its and his former and present directors, officers, shareholders, owners, members, attorneys, agents, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and past or present employees.
- 1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Final Order and Judgment.

2. RECITALS.

- 2.1. Plaintiff is a former employee of Defendant Gen Restaurant Group, LLC. Plaintiff was employed by Gen Restaurant Group, LLC from approximately October 10, 2020 to May 3, 2021 in an hourly-paid or non-exempt position.
- 2.2. On July 14, 2021, Plaintiff's Counsel submitted a letter on behalf of Plaintiff to the LWDA and Defendants, to notify the LWDA and Defendants, pursuant to PAGA, California Labor Code section 2698, *et seq.* of Plaintiff's intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-837975-21.
- 2.3. On September 17, 2021, Plaintiff commenced the Action by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Complaint") asserting a single cause of action for civil penalties under PAGA against Defendants for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders, including: (1) Failure to Pay Overtime; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Pay Minimum Wage; (5) Failure to Timely Pay Wages Due Upon Termination; (6) Failure to Timely Pay Wages During Employment; (7) Failure to Provide Complete and Accurate Wage Statements; (8) Failure to Keep Complete and Accurate Payroll Records; (9) and Failure to Reimburse Necessary Business-Related Expenses and Costs. Defendants deny the allegations in the Complaint, deny any failure to comply with the laws identified in the Complaint and deny any and all liability for the cause of action alleged.

- 2.4. On March 23, 2023, the Parties participated in an all-day mediation presided over by mediator Brandon McKelvey, of McKelvey Resolution. With the aid of the mediator, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety.
- 2.5. There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Paragraph 5 below).
- 2.6. The matter settled after mediation through Mr. McKelvey. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.
- 2.7. Prior to meditation and negotiating the Settlement, Plaintiff obtained, through informal discovery, Defendants' relevant policies and the employee handbook, exemplar wage statements, as well as information and data points regarding, *inter alia*, total current and former Aggrieved Employee count, Pay Period counts, meal break premiums paid, and sample of pay and time records.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendants shall pay \$435,000.00 and no more as the Gross Settlement Amount subject to Paragraph 8. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Settlement Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants. In no circumstance shall Defendants be liable to pay an amount greater than the Gross Settlement Amount, subject to Paragraph 8.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Order:
 - 3.2.1. To Plaintiff's Counsel: An Attorneys' Fees and Expenses Payment of not more than 38% of the Gross Settlement Amount for attorneys' fees and not more than \$10,000.00 for reimbursement of litigation costs and expenses, subject to Court approval. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or Plaintiff's Counsel will file an application or motion for Attorneys' Fees Payment and Attorneys' Litigation Expenses Payment at the same time as filing the Motion for Approval of PAGA Settlement. If the Court approves an Attorneys' Fees and Expenses Payment in less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel arising from any claim to any portion any Attorneys' Fees Payment and Expenses Payment. The Administrator will pay the Attorneys' Fees Payment and Expenses Payment using one or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees Payment and Expenses Payment and holds Released Parties harmless, and indemnifies Released Parties, from any dispute or controversy regarding any division or sharing of any of these payments. The Court's modification or denial of Plaintiff's Counsel's request for fees and/or costs shall not serve as grounds to nullify or modify the

Settlement, increase the Gross Settlement Amount, or appeal a Final Order and/or Judgment approving the Settlement.

- 3.2.2. To Plaintiff: A general release fee of up to the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“General Release Fee”) to Plaintiff, which Defendants will not contest provided that the amount sought does not exceed \$7,500, subject to Court approval.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Eight Thousand Dollars (\$8,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$8,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Net Settlement Amount, with seventy-five percent (75%) of the PAGA Penalties to be distributed to the LWDA and the remaining twenty-five percent (25%) to be distributed to the Aggrieved Employees.

3.2.4.1. Defendants will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, then (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. The Attorneys’ Fees and Expenses Payment, General Release Fee, and the PAGA Penalties to be paid to the LWDA and Aggrieved Employees will be treated and reported for tax purposes as non-wage payments and the Administrator will be responsible for issuing IRS Forms 1099 as required.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of their records to date, Defendants estimate that there are seven hundred seventy 770 Aggrieved Employees who worked an estimated thirteen thousand (13,000) PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within fifteen (15) days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees’ privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to implement the terms of, and perform under, this Settlement Agreement. Defendants have a continuing duty to immediately notify Plaintiff’s Counsel if they discover that the Aggrieved Employee Data omitted information or contained incorrect information regarding any Aggrieved Employees, and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, meet and confer regarding whether or not they can resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fifteen (15) days after the

Effective Date. Once Defendants have made such payments, they will be deemed to have satisfied all terms and conditions under this Settlement, shall be entitled to all protections afforded to Defendants under this Settlement, and shall have no further obligations under the terms of the Settlement.

- 4.4. Payments from the Gross Settlement Amount. Within fifteen (15) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Attorneys' Fees and Expenses Payment, and the General Release Fee. Disbursement of the Attorneys' Fees and Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (that is 180 days after the date of mailing ("Void Date")) when the check will be voided. The Administrator will cancel all checks not cashed, deposited by the Void Date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The Parties acknowledge and agree that there are no opt out rights of Aggrieved Employees, and therefore no notice of settlement shall be sent to Aggrieved Employees.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address within sixty (60) days of initial mailing. Within seven (7) days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided, or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the Void Date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is not cashed, deposited, and is cancelled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Division in the name of the Aggrieved Employee and in the respective amount of funds payable to them.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Settlement Agreement.

5. **RELEASES OF CLAIMS.** Upon the Effective Date and full funding of the entire Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and Plaintiff's Counsel, and the State of California with respect to Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. Upon the Effective Date and full funding of the entire Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including Plaintiff's Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences arising from or

relating to his employment and/or separation from employment to the fullest extent of the law, including, but not limited to: any claims for wages, penalties, bonuses, severance pay, vacation pay, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendants' right to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law ("Plaintiff's Release"). Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

- 5.2. Release by the State of California with respect to Aggrieved Employees:

Upon the Effective Date and full funding of the entire Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, the State of California with respect to Aggrieved Employees is deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and the PAGA Notice. Such released claims specifically include but are not limited to PAGA penalties for: failure to pay overtime; failure to provide meal periods, and failure to pay associated premiums for missed, late, short or interrupted meal periods; failure to provide rest periods, and failure to pay associated premiums for missed, late, short or interrupted rest periods; failure to provide one day of rest in a seven-day work week; failure to pay minimum wages; failure to pay reporting time pay when employees were required to report to work, but were not put to work; failure to timely pay wages due upon termination; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses and costs; and violations of IWC Wage Orders 4-2001 and 5-2001, as well as all claims for attorney's fees and costs, and interest under the Private Attorneys General Act.

- 5.3. Release by Plaintiff's Counsel:

Upon the Effective Date and full funding of the entire Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement (including and not limited to, pertaining to the Attorneys' Fees and Expense Payment), Plaintiff's Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for attorney's fees incurred in connection with bringing and pursuing the Complaint and the PAGA Notice, as well as any fees incurred in connection with effectuating the Settlement.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiff's Counsel shall file a Motion for Approval of PAGA Settlement, with input from Defense Counsel.

- 6.1. Termination and Dismissal of the Action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the Settlement and terminate the Action pursuant to Settlement (i.e., to terminate the Action by way of judgment or dismissal).
- 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and file all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Final Order and Judgment; and (ii) draft the motion for approval of this Settlement. Plaintiff will also ensure delivery of the Settlement Agreement to the LWDA concurrently with Plaintiff's filing of his motion for approval of this Settlement. Prior to filing approval papers, Plaintiff will deliver a draft of the motion for approval of this Settlement and the proposed Final Order and Judgment thereon to Defense Counsel.
- 6.3. Responsibilities of Plaintiff's Counsel. Plaintiff's Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff's Counsel is responsible for delivering the Court's Final Order and Judgment to the Administrator.
- 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Settlement Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties to meet and confer to attempt to modify the Agreement and otherwise satisfy the Court's concerns. However, if the Court does not grant approval of the Settlement in a form substantively similar to the version agreed to by the Parties, this Settlement Agreement becomes null and void as if no settlement of any claim was ever reached. All negotiations, statements and proceedings and data relating thereto shall be protected by California Evidence Code § 1152 and shall be without prejudice to the rights of any of the Parties.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Settlement Agreement and to perform, as a fiduciary, all duties specified in this Settlement Agreement in exchange for payment of Administration Expenses, subject to Court approval. The Parties and their Counsel represent that they have no interest in, or relationship,

financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 468B-1.

7.3. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Settlement Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, there are seven hundred seventy (770) Aggrieved Employees who worked thirteen thousand (13,000) PAGA Pay Periods during the PAGA Period. Should the actual number of pay periods during the PAGA Period increase beyond thirteen thousand (13,000) by more than 10% (i.e. increase to over fourteen thousand three hundred (14,300) PAGA Pay Periods), Defendants, at their sole discretion, may either: (1) increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of pay periods worked by the Aggrieved Employees above that 10% threshold (for example, if the number of pay periods increases by 11%, then the Gross Settlement Amount will increase by 1%); or (2) modify the end date of the PAGA Period to the date that the Pay Period count increases in excess of 10% of the 13,000 (i.e., fourteen thousand three hundred (14,300) Pay Periods). Prior to calculating and mailing Individual PAGA Payments, the Defendants will inform Plaintiff’s Counsel of the number of PAGA Pay Periods for the PAGA Period, and whether or not the threshold set forth in this paragraph has been exceeded. Defendants shall inform Plaintiff’s Counsel and the Administrator of their decision on which option they are electing under this paragraph, within five (5) business days of the Administrator informing the Parties of the number of PAGA Pay Periods for the PAGA Period.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Final order and Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Settlement Agreement and/or Final Order and Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. Provided the Final Order and Judgment is consistent with the terms and conditions of this Settlement Agreement, the Parties waive their rights to appeal, object to, or otherwise challenge the Final Order and Judgment approving the Settlement. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Final Order and Judgment, seeks to intervene, or otherwise seeks to challenge the Settlement, the Parties’ obligations to perform under this Settlement Agreement will be suspended until such time as the appeal is finally resolved and the Final Order and Judgment becomes final.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by

- Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement Agreement).
- 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Settlement Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
 - 10.3. Attorney Authorization. Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Settlement Agreement including any amendments to this Settlement Agreement.
 - 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
 - 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
 - 10.6. No Tax Advice. Neither Plaintiff, Plaintiff's Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
 - 10.7. Modification of the Settlement Agreement. This Settlement Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
 - 10.8. Settlement Agreement Binding on Successors. This Settlement Agreement will be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.
 - 10.9. Applicable Law. All terms and conditions of this Settlement Agreement will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Settlement Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Settlement Agreement relating to the confidentiality of information shall survive the execution of this Settlement Agreement. Further, the Parties and their Counsel will not make any public disclosure of the Settlement except for informing the Court that the matter has settled (e.g., by way of a notice of settlement, status report, or similar statement that is filed with the Court), until after the filing of the motion for approval of the Settlement. Plaintiff and Plaintiff's Counsel represent that, except for informing the Court that the matter has settled (e.g., by way of a notice of settlement, status report, or similar statement that is filed with the Court), they have not made any such disclosure. Plaintiff and Plaintiff's Counsel shall not encourage any Aggrieved Employees to intervene, object, or appeal the Settlement. Plaintiff's Counsel and named Plaintiff agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website. This provision does not apply to any publications ordered by the Court, any disclosures or submission of information and documents necessary for Plaintiff and Plaintiff's Counsel to obtain advice of a tax, accounting, or legal professional in connection with tax and financial matters related to this Settlement, any disclosures or submission of information and documents required to be made to the LWDA pursuant to the PAGA statute, any statements to the Court regarding the Action, Settlement, and Plaintiff's experiences that are reasonably required to demonstrate to the Court that this Settlement should be granted approval by the Court. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submission regarding Plaintiff's Counsel's qualifications and experience.
- 10.12. Use and Return of Aggrieved Employee Data. Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Aggrieved Employee Data provided to Plaintiff's Counsel or the Administrator by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court, or disclosed to any party other than Plaintiff's Counsel and the Administrator. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants.
- 10.13. Headings. The descriptive heading of any section or paragraph of this Settlement Agreement is inserted for convenience of reference only and does not constitute a part of this Settlement Agreement.
- 10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Settlement Agreement shall be to calendar days. In the event any date or deadline set forth in this Settlement Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15. Notice. All notices, demands, or other communications to the Parties in connection with this Settlement Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Arby Aiwarzian
Joanna Ghosh
Helene Mayer
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203
Arby@calljustice.com; Joanna@calljustice.com; Helene@calljustice.com

To Defendants: Eugene C. Ryu
Penny Chen Fox
Yesi Lagunas
K&L Gates LLP
10100 Santa Monica Blvd., 8th Floor,
Los Angeles, CA 90067
Gene.Ryu@klgates.com; Penny.Chen@klgates.com; Yesi.Lagunas@klgates.com

10.16. Execution in Counterparts. This Settlement Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Settlement Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Settlement Agreement.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Settlement Agreement the litigation shall be stayed, except to effectuate the terms of this Settlement Agreement. The Parties further agree that upon the signing of this Settlement Agreement, pursuant to CCP section 583.330 the time to extend the date to bring a case to trial under CCP section 583.310 is extended for the entire period of this settlement process.

IT IS SO AGREED:

Electronically Signed: 2023-11-21 02:48:08 UTC - 172.56.208.199
Nintex AssureSign® (7443687-a2b3-47aa-9140-b0c001886b14)

11/20/2023

ERICK ULISSES FELIX, Plaintiff

DATE

DAVID LAI for Defendant, GEN RESTAURANT
GROUP

DATE

JAE CHANG, Defendant

DATE

To Plaintiff: Arby Aiwarzian
Joanna Ghosh
Helene Mayer
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203
Arby@calljustice.com; Joanna@calljustice.com; Helene@calljustice.com

To Defendants: Eugene C. Ryu
Penny Chen Fox
Yesi Lagunas
K&L Gates LLP
10100 Santa Monica Blvd., 8th Floor,
Los Angeles, CA 90067
Gene.Ryu@klgates.com; Penny.Chen@klgates.com; Yesi.Lagunas@klgates.com

10.16. Execution in Counterparts. This Settlement Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Settlement Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Settlement Agreement.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Settlement Agreement the litigation shall be stayed, except to effectuate the terms of this Settlement Agreement. The Parties further agree that upon the signing of this Settlement Agreement, pursuant to CCP section 583.330 the time to extend the date to bring a case to trial under CCP section 583.310 is extended for the entire period of this settlement process.

IT IS SO AGREED:

ERICK ULISSES FELIX, Plaintiff

DATE

DAVID LAI for Defendant, GEN RESTAURANT
GROUP

DATE

JAE CHANG, Defendant

DATE

November 21, 2023

11/22/2023

SIGNED ONLY AS TO FORM:

Helene Mayer

November 21, 2023

ARBY AIWAZIAN
JOANNA GHOSH
HELENE MAYER
Counsel for Plaintiff

DATE

PENNY CHEN FOX, Counsel for Defendants

DATE

SIGNED ONLY AS TO FORM:

ARBY AIWAZIAN
JOANNA GHOSH
HELENE MAYER
Counsel for Plaintiff

DATE



11/30/23

PENNY CHEN FOX, Counsel for Defendants

DATE

EXHIBIT 2

LAWYERS FOR JUSTICE_®

July 14, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: GEN RESTAURANT GROUP, LLC; JAE CHANG, AN INDIVIDUAL

Dear Representative:

We have been retained to represent Erick Ulisses Felix against Gen Restaurant Group, LLC and Jae Chang, an individual (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Gen Restaurant Group") for violations of California wage-and-hour laws. Mr. Felix seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Jae Chang is the Chief Executive Officer of Gen Restaurant Group, LLC. Jae Chang, at all times herein relevant, was acting either individually or as an officer, owner, director, agent, or employee of Gen Restaurant Group, LLC, who caused and continues to cause all of the wage and hour violations alleged herein against the "aggrieved employees," as defined herein, including without limitation violations of Labor Code Section 558 and 1197.

Mr. Felix seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Gen Restaurant Group employed Mr. Felix as an hourly-paid, non-exempt employee since approximately October 2020, in the State of California.

The "aggrieved employees" that Mr. Felix may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Gen Restaurant Group has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001.

Gen Restaurant Group required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and

failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Felix and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Felix and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Gen Restaurant Group required Mr. Felix and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Gen Restaurant Group failed to pay Mr. Felix and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Gen Restaurant Group failed to pay Mr. Felix and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Gen Restaurant Group did not provide Mr. Felix and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Gen Restaurant Group were in violation of California Labor Code section 226(a). The violations include, but are

not limited to, the failure to include the total hours worked by Mr. Felix and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Felix and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Felix and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Felix and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Felix and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Gen Restaurant Group failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Felix and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Gen Restaurant Group did not provide Mr. Felix and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Gen Restaurant Group failed to pay Mr. Felix and other aggrieved employees half the usual or scheduled day's work in an amount no less than

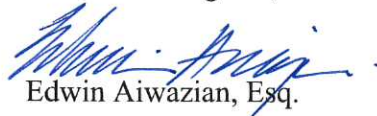
two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Felix and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Gen Restaurant Group failed to pay Mr. Felix and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Felix and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Felix and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Gen Restaurant Group. These costs include, but are not limited to, the use of personal phone for business-related purposes, the purchasing and maintenance of clothing in compliance with the dress code, the purchasing and maintenance of shoes in compliance with the dress code, and the purchasing and maintenance of tools, equipment, and supplies, including but not limited to masks, shields, sanitizer, and Lysol.

Therefore, on behalf of all aggrieved employees, Mr. Felix seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Gen Restaurant Group, LLC
c/o Jae Chang
Agent for Service of Process
3930 Broadway Place
Los Angeles, CA 90037

Jae Chang
3930 Broadway Place
Los Angeles, CA 90037

Gen Restaurant Group, LLC
c/o Shaun J. Voigt
FISHER & PHILLIPS
Attorney
444 South Flower Street, Suite 1590
Los Angeles, CA 90071

EXHIBIT 3

ERICK ULISSES FELIX V. GEN RESTAURANT GROUP, LLC
Los Angeles County Superior Court Case No. 21STCV34502

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS FOR JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts with a Focus on the Merits of Plaintiff Erick Ulisses Felix's ("Plaintiff") Private Attorneys General Act ("PAGA") Claims on Behalf of the State of California with Respect to Plaintiff and the Aggrieved Employees	7.50
Investigation of Defendants' Organizational, Corporate, and Executive Reporting Structures as They Relate to the Employment and Management of the Aggrieved Employees	3.30
Investigation of Defendants' Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity; and Research and Analysis of Defendants' Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	3.10
Analysis of Competitors in Various Relevant Geographic Areas within which Defendants Operate, and Comparing and Contrasting Defendants' Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendants' Competitors	3.50
Research and Investigation Re: Location(s), Department(s), and/or Division(s) Owned, Managed, Serviced, and/or Operated by Defendants in California, Including Differences Between Them to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	4.50

Research and Investigation Re: Workforce, Staffing Models and Staffing Levels at Defendants' Location(s) at Which Aggrieved Employees Worked Throughout California	5.10
Research and Investigation Re: Defendants' Policies, Practices, and Procedures Relating to Timekeeping, Meal/Rest Breaks, On-Premises Breaks, Meal and Rest Break Premiums, Overtime Compensation, Non-Discretionary Performance/Bonus Pay, Schedules, On-Call, Donning and Doffing, Dress Code, Supplies/PPE, Personal Cell Phone Use and Data/Internet, Personal Vehicle Use, Reimbursement of Business-Related Expenses, and Arbitration Agreements	14.50
Research and Analysis of Potential Defenses Defendants May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, Compliant Policies, and Arbitration Agreements	6.90
Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	4.20
Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Liability and Civil Penalties	3.60
Research and Investigation of Impact of COVID-19 Pandemic on Defendants, Their Operations, and Aggrieved Employees' Work	3.70
Communicate with Plaintiff Erick Ulisses Felix During the Case	33.50
Investigate, Meet and Communicate with, and/or Conduct Interviews of Aggrieved Employees and/or Percipient Witnesses	9.70
Pleadings and Court Filings	
Research and Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on September 17, 2021)	7.50

Review Court's Notice of Case Assignment (filed on September 17, 2021)	0.10
Review Court's Notice of Case Management Conference (filed on September 21, 2021)	0.10
Review Court's Notice of Case Reassignment and Order for Plaintiff to Give Notice (filed on October 14, 2021)	0.10
Review and Analyze Defendant Gen Restaurant Group, LLC's Answer to Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Research Allegations and Affirmative Defenses in Defendant's Answer (served on December 23, 2021)	1.10
Review Defendant's Case Management Statement (served on December 31, 2021)	0.50
Draft Plaintiff's Case Management Statement (filed on January 3, 2022)	0.50
Review Court's Minute Order Re: Case Management Conference (filed on January 18, 2022)	0.10
Review Court's Case Management Order (filed on January 18, 2022)	0.10
Draft Plaintiff's Notice of Posting Jury Fees (filed on January 26, 2022)	0.20
Review and Analyze Defendant Jae Chang's Answer to Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Research Allegations and Affirmative Defenses in Defendant's Answer (served on February 1, 2022)	1.50
Meet and Confer with Defendants' Counsel, and Draft Joint Stipulation to Stay Proceedings Pending Mediation; [Proposed Order] (filed on December 23, 2022)	1.20
Review Court's Order Granting Joint Stipulation to Stay Proceedings Pending Mediation (filed on December 23, 2022)	0.10

Meet and Confer with Defendants' Counsel, and Draft Joint Notice of Settlement and Stipulation to Continue Hearing on Defendants' Motion to Compel Arbitration; [Proposed Order] (filed on April 4, 2023)	1.20
Review Court's Order Granting Joint Notice of Settlement and Stipulation to Continue Hearing on Defendants' Motion to Compel Arbitration (filed on April 4, 2023)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Stipulation to Continue Hearing on Defendants' Motion to Compel Arbitration; [Proposed Order] (filed on August 2, 2023)	1.20
Review Court's Order Granting Joint Stipulation to Continue Hearing on Defendants' Motion to Compel Arbitration (filed on August 3, 2023)	0.10
Draft Plaintiff's Notice of Order Granting Joint Stipulation to Continue Hearing on Defendants' Motion to Compel Arbitration (filed on August 8, 2023)	0.20
Meet and Confer with Defendants' Counsel, and Draft Joint Stipulation to Continue Hearing on Defendants' Motion to Compel Arbitration and Related Deadlines; [Proposed Order] (filed on October 27, 2023)	1.20
Review Court's Order Granting Joint Stipulation to Continue Hearing on Defendants' Motion to Compel Arbitration and Related Deadlines (filed on November 3, 2023)	0.10
Draft Plaintiff's Notice of Order Granting Joint Stipulation to Continue Hearing on Defendants' Motion to Compel Arbitration and Related Deadlines (filed on November 3, 2023)	0.20
Meet and Confer with Defendants' Counsel, and Draft Joint Stipulation to Continue Hearing on Defendants' Motion to Compel Arbitration and Related Deadlines; [Proposed Order] (filed on January 9, 2024)	1.20

Review Court's Order Granting Joint Stipulation to Continue Hearing on Defendants' Motion to Compel Arbitration and Related Deadlines (filed on January 10, 2024)	0.10
Draft Plaintiff's Notice of Order Granting Joint Stipulation to Continue Hearing on Defendants' Motion to Compel Arbitration and Related Deadlines (filed on January 19, 2024)	0.20
Appearances	
Prepare for and Telephonically Attend Initial Status Conference (January 18, 2022)	1.10
Discovery and Deposition	
Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Erick Ulisses Felix (served on May 5, 2021)	1.90
Review and Analyze Payroll Records Produced by Defendants in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Erick Ulisses Felix (served on May 26, 2021)	1.70
Review and Analyze Personnel File Records Produced by Defendants in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Erick Ulisses Felix (served on June 4, 2021)	2.50
Draft Plaintiff's Form Interrogatories - General (Set One), Requests for Admission (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Gen Restaurant Group, LLC (served on April 15, 2022)	6.50
Draft Plaintiff's Notice of Deposition of Jae Chang (June 22, 2022) (served on April 15, 2022)	1.20
Review Defendant Gen Restaurant Group, LLC's Objections to Plaintiff's Notice of Deposition of Jae Chang (served on June 14, 2022)	0.50
Review Defendant Gen Restaurant Group, LLC's Responses to Plaintiff's Form Interrogatories - General (Set One), Requests for Admission (Set One), Special Interrogatories (Set One), Special Interrogatories	5.90

(Set Two), and Requests for Production of Documents (Set One) to Defendant Gen Restaurant Group, LLC (June 22, 2022) (served on July 15, 2022)	
Draft Plaintiff's Notice of Videotaped Deposition of David Lai and Requests for Production of Documents (December 12, 2022) (served on December 2, 2022)	2.10
Review Defendant Gen Restaurant Group, LLC and David Lai's Objections to Plaintiff's Notice of Deposition of David Lai (December 12, 2022) (served on December 9, 2022)	2.40
Letters and Correspondence	
Draft PAGA Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Erick Ulisses Felix for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on July 14, 2021)	4.50
Meet and Confer with Defendants' Counsel, and Draft Correspondence to, and Respond to Correspondence from, Defendants' Counsel	14.30
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendants (served on March 14, 2023, March 16, 2023, March 17, 2023, and March 20, 2023), and Other Sources Prior to Mediation • Employee Handbooks and Policies Redacted Employee Earnings Statements • Sampling of Employee Time and Pay Data	18.30
Prepare for Mediation, Including Researching Settlement-Related Issues and Merits of Claims, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Mediation Brief, and Performing Penalties Analysis and Calculations (submitted on March 22, 2023)	13.30
Attend Mediation Session (March 23, 2023; Zoom Video Conference)	8.10

Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on November 30, 2023)	11.80
Law and Motion	
Review Defendants' Notice of Motion; Motion to Compel Arbitration and Dismiss, or Alternatively, Stay Proceedings; Declaration if Penny Chen Fox in Support Thereof; Declaration of David Lai in Support Thereof; and [Proposed] Order Thereon (served on November 28, 2022)	1.50
Draft Plaintiff's Opposition Defendants' Motion to Compel Arbitration and Dismissing Or, Alternatively, Stay Proceedings; Objections to Defendants' Purported Evidence Provided in Support of Defendants' Motion to Compel Arbitration and Dismissing Or, Alternatively, Stay Proceedings; Objections to Defendants' Purported Evidence Provided in Support Thereof; Request for Judicial Notice in Support Thereof; Declaration of Charles T. Sweeny in Support Thereof; and Declaration of Plaintiff in Support Thereof (filed on December 14, 2022)	12.50
Review Defendant's Reply in Support of Defendants' Motion to Compel Arbitration and Dismissing Or, Alternatively, Stay Proceedings; Supplemental Declaration of David Lai in Support Thereof; Supplemental Declaration of Penny Chen Fox in Support Thereof; Response to Plaintiff's Objections; Request for Judicial Notice in Support Thereof; and Objections to Plaintiff's Evidence (served on December 20, 2022)	1.70
Review Defendants' Amended Notice of Hearing on Defendants' Motion to Compel Arbitration and Dismiss, Or Alternatively, Stay Proceedings (served on December 21, 2022)	0.10
Review Defendants' Amended Notice of Hearing on Defendants' Motion to Compel Arbitration and Dismiss, Or Alternatively, Stay Proceedings (served on March 31, 2023)	0.10
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Expenses Payment, General Release Fee, and Administration Expenses Payment, Declaration of Joanna Ghosh in Support Thereof, and [Proposed] Order and Judgment (filed on May 31, 2024)	14.30

Total Hours:	240.80
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EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL
Felix v. Gen Restaurant Group, LLC (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
7/14/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
7/14/2021	U.S. Postmaster	Postage	\$7.50
9/20/2021	One Legal	Attorney Service	\$29.51
9/20/2021	Los Angeles Superior Court	Court Filing Fee	\$435.00
10/26/2021	ProLegal	Attorney Service	\$128.58
1/3/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
1/13/2022	Los Angeles Superior Court	Document Download Fee	\$2.00
1/14/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
1/26/2022	Legal Document Server, Inc.	Attorney Service	\$22.33
1/26/2022	Los Angeles Superior Court	Jury Fee	\$150.00
10/19/2022	Los Angeles Superior Court	Motion Fee	\$82.20
12/13/2022	San Diego Superior Court	Document Download Fee	\$4.00
12/13/2022	Sacramento Superior Court	Document Download Fee	\$5.00
12/13/2022	Alameda Superior Court	Document Download Fee	\$15.00
12/14/2022	Los Angeles Superior Court	Document Download Fee	\$7.00
12/15/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
1/24/2023	Los Angeles Superior Court	Document Download Fee	\$2.00
2/2/2023	Medina McKelvey LP	Mediation Fee	\$7,500.00
8/2/2023	Legal Document Server, Inc.	Attorney Service	\$17.54
8/2/2023	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
8/8/2023	Los Angeles Superior Court	Document Download Fee	\$5.00
8/8/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
10/18/2023	Abrams, Mah & Kahn Reporting Service	Court Reporter	\$1,421.50
10/27/2023	Legal Document Server, Inc.	Attorney Service	\$17.54
10/27/2023	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
11/3/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
1/9/2024	Legal Document Server, Inc.	Attorney Service	\$17.54
1/9/2024	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
1/11/2024	Legal Document Server, Inc.	Attorney Service	\$11.95
		Total:	\$10,094.84