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10 Attorneys for Plaintiff Marie Elsa Figueroa Garcia, individually and on behalf of similarly
11 aggrieved employees

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

14 MARIE ELSA FIGUEROA GARCIA,
15 individually and on behalf of similarly
16 aggrieved employees,

17 Plaintiffs,

18 v.

19 FRESH GRILL, LLC, an active
20 California Limited Liability Company;
21 PRIORITYWORKFORCE, INC., an
22 active California Corporation; and DOES
23 1 through 10,

24 Defendants.

Case No.: 30-2021-01226519-CU-OE-CXC

REPRESENTATIVE ACTION

*[Assigned to Hon. William D. Claster
in Dept. CX-101]*

**DECLARATION OF ZORIK
MOORADIAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
AND PAYMENT OF ATTORNEYS'
FEES AND COSTS, AND
ADMINISTRATION COSTS**

[CONCURRENTLY SUBMITTED WITH
NOTICE OF MOTION AND MOTION;
AND [PROPOSED] ORDER]

Date: March 14, 2025

Time: 9:00 a.m.

Dept.: CX-101

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1 538257; Uscanga v. Automotive Creations/BC509401; Gonzales v. Nefab
2 Packing/2;13-cv-04499 JAK-ss; Mendoza v. Accentcare/30-2013-00661891-CU-
3 OE-CXC; Nuno v. Universal Building Maintenance/BC541570; Cabrera v.
4 Complete Facilities Maintenance/BC538248; Valencia v. Rubbercraft/BC
5 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
6 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills
7 Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-
8 CXC; Bitton v. Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt.
9 Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-
10 OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Balaguer v. Eminent,
11 Inc./19STCV16803; Avina v. Marriott/30-2017-00945551; Azepta v. Eden
12 Social Restaurants, Inc./30-2019-01077185; Balaguer v. Eminent,
13 Inc./19STCV16803; Barragan v. Golden Hotels Limited Partnership/30-2018-
14 01007420; Boch v. Merchants Building Maintenance/BC681320; Bueno v. Proto
15 Homes/19STCV20011; Cardenas v. Intercon Security/19STCV11259; Castillo v.
16 Robert's Waste/30-2018-01027486; Castro v. Bee Gee Laboratories/BC712857;
17 Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v. Golden State
18 Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura v.
19 WSON-55/19STCV22958; Cruel v. Andreas Elsenhans/19STCV35496;
20 Espinoza v. Don Chava Mgt./19STCV27068; Galvan v. Property Mgt.
21 Associates/BC722781; Godoy v. UCLA/19STCV04634; Gonzalez v. Toyon
22 Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563;
23 Gutierrez v. Anaheim Denn/30-2019-01092546; Guzman v. Millennium
24 Shoes/19STCV33166; Ramos v. Liberty Container Corp./20STCV06560;
25 Hernandez v. Resource Employment Solutions/30-2019-01084740; Herrera v.
26 Color Spot Nurseries/30-2017-00933249; Leon v. Island Hospitality Mgt./30-
27 2019-01060719; Martinez v. Snakerz/19STCV02674; Mendoza v. Savage
28 Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019-
01056796; Mendoza v. United Production Framing/30-2019-01104255; Morales

1 Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL
2 Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247;
3 Contoran Najera v. TOPH I, LLC/30-2018-00999474; Nunez v. Wonderland
4 Montessori, LLC/18STCV06042; Alvarez v. Greenfield Care Center of
5 Fullerton/30-2017-00958478; Pallares - Mercado v. MB Santa Ana
6 Restaurants/30-2019-01047135; Perez v. First Rate Staffing/18STCV02057;
7 Popoca v. Denim Technologies/19STCV11434; Reidy v. City of
8 Inglewood/18STCV09373; Rosales v. DBR Premium/19STCV32726; Salceda v.
9 GBG USA, Inc./ 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778;
10 Torres v. Metro Security/19STCV21114; Torres v. Metro
11 Security/19STCV15680; Trujillo v. Securitas Security Services/19STCV01207;
12 Villacana v. Crothall Laundry Services, Inc./19STCV16330; and Villareal v.
13 Golden Touch Cleaning/30-2019-01108777.

14 4. I am familiar with California wage and hour law and the laws governing the
15 alleged violations in this matter, including but not limited to California Labor Code Sections
16 201 – 203, 226, 226.7, 510, 512, 1194, 1194.2, 2698 and 2802, California Business and
17 Profession Codes 17200 *et. seq.*, the Orders of the Industrial Welfare Commission, and the
18 Private Attorneys General Act.

19 5. As a result of my prior experience in other wage and hour matters, including
20 representative PAGA matters, I believe that the proposed settlement is fair and reasonable
21 and more than adequate in view of (i) the strength of Plaintiff's claims and Defendants'
22 defenses, (ii) the risk, expense, complexity and likely duration of further litigation, (iii) the
23 total settlement amount of \$925,000 offered in settlement, (iv) the risk of significant
24 discretionary reduction of maximum penalties by a court even assuming liability was
25 established for any violations; (v) the discovery conducted by the Parties in this case, (vi) my
26 experience with similar settlements that have received court approval, and (vii) the fact that
27 the settlement involved arms' length negotiations between experienced counsel facilitated by
28 Mr. Tagore Subramaniam, a respected neutral mediator.

1 6. Defendant Fresh Grill is a purveyor of ready-made packaged foods (e.g.
2 sandwiches, fruit cups, etc.) for schools, hospitals, universities, convenience stores, military,
3 government agencies, airports, stadiums and convention centers throughout California and
4 nearby states. Defendant Priority is a staffing agency that placed employees for work with
5 Fresh Grill.

6 7. Aggrieved employees all worked at Fresh Grill's facility and headquarters in
7 Santa Ana, California. Fresh Grill also had direct employees. At the time of mediation, 731
8 Aggrieved Employees (53,322 weekly pay periods) were directly employed by Fresh Grill
9 and 940 Aggrieved Employees (17,982 weekly pay periods) were employed through Priority.
10 Plaintiff Garcia was employed both through Priority and directly by Fresh Grill.

11 8. On October 15, 2021, Plaintiff communicated a PAGA notice to both
12 Defendants and the LWDA. Upon submission of the PAGA Notice to the LWDA, Plaintiff
13 Garcia's PAGA claim was assigned Case No. LWDA-CM-848779-21. On October 18, 2021,
14 Plaintiff Garcia filed the instant lawsuit against Defendant as a wage and hour class action
15 which asserted five causes of action as under the Labor Code and a sixth under UCL.
16 Thereafter, on December 22, 2021, Plaintiff filed the First Amended Complaint ("FAC")
17 which added a representative PAGA claim as the seventh cause of action. (ROA #9). The
18 FAC was submitted to the LWDA online. Both Defendants filed Answers to the First
19 Amended Complaint. (ROA #12 & #15).

20 9. On November 10, 2022, Priority filed a motion to compel arbitration and stay
21 proceedings, or in the alternative stay, dismiss the action. (ROA #54). Thereafter, the Parties
22 submitted a Stipulation and Order to Dismiss Class Allegations without Prejudice, Submit
23 Arbitrable Claims to Arbitration, and Stay Action, which the court approved on December
24 12, 2022. (ROA #66). Pursuant to the United States Supreme Court's decision in *Viking River*
25 *Cruises, Inc. v. Moriana* (2022) 596 U.S. 639, Plaintiff's individual PAGA claims were
26 submitted to the arbitration. Thereafter, the Parties proceeded to individual arbitration before
27 JAMS.
28

1 10. As mentioned, Plaintiff Garcia filed a notice letter with the California Labor
2 and Workforce Development Agency (“LWDA”) on October 15, 2021 giving notice of her
3 intent to pursue a PAGA representative action, on behalf of herself and the State of California
4 as well as on behalf of a group of similarly situated aggrieved employees giving notice of
5 their collective intent to seek penalties under Labor Code sections 2698 et. seq. based on
6 alleged violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, and 1194,
7 (“PAGA letter”). A true and correct copy of the noted PAGA Letter is attached hereto as
8 **Exhibit “1”**.

9 11. This lawsuit has involved production of a sample of employee time and
10 payroll data to Plaintiff for 25% of aggrieved employees employed directly by Fresh Grill
11 (who cover 74.7% of the workweeks for Aggrieved Employees) as well as policies relevant
12 to asserted PAGA claims which included relevant employee handbooks (one effective
13 December 2017 and the other effective January 1, 2023). Defendants provided data regarding
14 the total number of Aggrieved Employees (1,671) and total pay periods implicated (71,304).
15 This information has been reviewed and assessed by Plaintiff with expert assistance. The
16 Parties have conducted investigation of the operative facts and applicable law during the
17 litigation. The Parties have also investigated the applicable law as applied to the facts,
18 potential defenses thereto, and damages claimed by Plaintiff on behalf of Aggrieved
19 Employees. Subsequently, on July 8, 2024 (the end date of the PAGA Period), Plaintiff and
20 Defendants engaged in mediation before a respected mediator, Mr. Tagore Subramaniam.
21 During the Mediation, and with significant assistance from the mediator, the Parties agreed
22 to a PAGA representative settlement, which was negotiated in light of all known facts and
23 circumstances—including the difficulty of proving some of Plaintiff’s underlying bases for
24 the PAGA penalty claims, potential defenses asserted by Defendants to the PAGA penalty
25 claims, the uncertainty associated with litigation, the risks of significant delay, and numerous
26 potential appellate issues. Thereafter, the settlement was solidified between the Parties during
27 the months that followed. Ultimately, the Settlement Agreement was entered into.
28

1 12. The Parties' settlement allocates \$925,000 for settlement of the PAGA claims
2 which is the total amount to be paid by Defendants under this Settlement. The settlement will
3 be funded by three installments to be completed no later than November 7, 2025. (S.A. at p.
4 6, § 4.3). After allocated attorneys' fees of \$308,333.33, requested costs of \$16,572.99,
5 administrative costs of \$10,000, 75% of the Net Settlement Amount, or \$442,570.26, will be
6 paid as the LWDA's 75% share of PAGA penalties, and \$147,523.42 will be payable to
7 Aggrieved Employees . The Individual PAGA Payment will be calculated by (a) dividing the
8 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$147,523.42) by the
9 total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
10 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period
11 Pay Periods. (S.A. at p. 5, § 3.2.3.1). The Gross Settlement Payment is for civil penalties only
12 and does not act as a waiver to any employee's individual claims for individual relief.
13 Assuming participation by 1,671 Aggrieved Employees, the simple average Individual
14 PAGA Payment calculates to \$88.28 ($\$147,523.42 \div 1,671$). Plaintiff has separately agreed
15 to a \$25,000 settlement to resolve her individual claims and is not seeking any enhancement
16 payment from this Settlement.

17 13. A true and correct copy of the PAGA Settlement Agreement ("Settlement
18 Agreement" or "S.A") is attached hereto as **Exhibit "2"**.

19 14. My office is unaware of any other presently pending PAGA matters affected
20 by this settlement. There were other matters which Defendants attempted to relate. There was
21 the earlier filed matter of *Heras Leon v. Fresh Grill, LLC*, OC Sup. Ct Case No. 30-2021-
22 01186501-CU-OE-CXC (filed on March 1, 2021), which was styled as an individual and
23 PAGA case. The docket for that matter reflects dismissal on March 7, 2023 and which did
24 not appear to involve any collective resolution. There were also two later filed actions brought
25 by same counsel which named Fresh Grill and Priority as defendants: *Quetzally Sanchez v.*
26 *Priority Workforce, LLC et al.*, OC Sup. Ct Case No. 30-2021-01237766-CU-OE-CXC (filed
27 on December 21, 2021) and *Maria Valencia v. Priority Workforce, LLC et al.*, OC Sup. Ct
28 Case No. 30-2022-01244163-CU-OE-CXC (filed on February 3, 2022). The dockets of both

1 cases also reflect dismissals entered on August 24, 2024 without any apparent resolution on
2 a collective basis.

3 15. Employees clocked in and out digitally at time clock stations. Plaintiff and
4 other employees routinely complained to managers about wage underpayments. Despite
5 promises by management to look into and correct any underpayment, no additional wages
6 were ever paid. Plaintiff further notes that time clocks were often five minutes behind or five
7 minutes ahead, usually the latter, likely contributing to the underpayment problems.
8 Plaintiff's analysis of the time data identified detrimental rounding at the start of shifts
9 impacting 6.8% of the pay periods (3,607) with an average loss of 3.2 minutes per shift.
10 Plaintiff also identified 6.9% of shifts (3,696) with an overtime underpayment due to payment
11 at 1.5 times an employee's base rate and not the regular rate as employees received
12 quarterly/annual bonuses. Plaintiff also identified 251 pay periods (0.5%) with sick leave
13 underpayments and 592 pay periods (1.1%) with meal premium underpayments due to failure
14 to base payments on employees' regular rate of pay. Further, 1.5% of pay periods would have
15 underpaid overtime, assuming no valid AWS was in place. There is no AWS discussion in
16 the handbooks provided. Plaintiff also contended that employees had to sign in with security
17 guards before clocking in to start their day such that unpaid wages would be owed, however,
18 the available data did not capture this claim, which will be anecdotal and difficult to prove.

19 16. The meal break policies were facially compliant except that the policy in
20 effect prior to January 2023 allowed for waiver only through completion of a "Meal Waiver
21 Request Form" which Plaintiff did not receive any copies of. Plaintiff's analysis reveals
22 27,619 unique meal period violations, which accounts for premiums paid and valid meal
23 waivers. This includes 14,932 shifts over 12 hours without a recorded second meal break. If
24 there are no valid meal waivers, an additional 45,837 shifts between 10 and 12 hours do not
25 have a recorded second meal break.

26 17. As to rest breaks, the written policy in effect prior to January 2023 indicated
27 that employees are to remain on-premises and may only leave with supervisor authorization.
28 The issue of whether there existed rest break violations under this policy would depend on

1 denial and any implementation of authorization by specific managers. The rest period policies
2 were otherwise facially compliant and rest breaks were not tracked.

3 18. The handbook references the availability of a vacation pay/PTO benefit that
4 starts to accrue after 90 days of employment for all administrative/managerial employees,
5 and production employees hired before February 1, 2021, like Plaintiff. Despite this, the
6 records reflect that Plaintiff never received any vacation/PTO payouts including at
7 separation. Plaintiff will note, however, that 20% of former employees had a PTO payout at
8 separation and concludes that the vacation/PTO benefit was not applied evenly.

9 19. The claims wage statement and waiting time violations would be derivative
10 of the above claims. For instance, to the extent wages were underpaid, final wages would not
11 be complete in violation of Labor Code Sections 201-203 and to the extent any additional
12 wages or break premiums are owed, the wage statements would not be accurate.

13 20. This lawsuit implicates 71,304 weekly pay periods during the PAGA Period.
14 Maximum penalties, assuming a violation for each and every pay period, assessed at the \$100
15 violation rate, for each of the 71,304 pay periods results in maximum potential exposure of
16 \$7,130,400. To the extent Plaintiff is able to stack PAGA penalties, the potential maximum
17 could be higher. ZM Decl. ¶23. In light of prevailing authorities, Plaintiff ultimately does not
18 anticipate being able to stack PAGA penalties as she deems it highly likely that a court will
19 potentially be persuaded that assessment of a single penalty per pay period per employee will
20 be sufficient to punish past violations and deter future ones.

21 21. Furthermore, discretionary reductions are anticipated in addition to general
22 litigation risk and delay. Taking the \$7,130,400 sum as the maximum potential figure and
23 applying a discretionary reduction of 80% (consistent with reported cases) results in
24 \$1,426,080 in available penalties. The Gross Settlement Amount of \$925,000 captures 64.8%
25 of this sum. The penalties to be distributed (\$590,093.68) capture 41.3% of this sum. The
26 Parties' settlement substantially captures these valuations, provides for significant recovery
27 of civil penalties by the state, and is expected to deter future Labor Code violations by
28

1 Defendants. Accordingly, Plaintiff's counsel believes that this PAGA settlement is fair,
2 reasonable, and in the best interests of the Aggrieved Employees and the State of California.

3 22. My office is seeking recovery of \$308,333.33 in attorneys' fees, or one-third
4 of the Gross Settlement Amount, which is less than the 35% maximum permitted by the
5 Settlement Agreement. The incurred fees are necessary and reasonable. Significantly, these
6 fees are contingent in nature for my office. The fees received from one case, are often used
7 to finance and move forward other cases that have failed and bring in revenue for my office.

8 23. In my experience, a gross PAGA settlement of \$925,000 is a fair, reasonable,
9 and adequate settlement in light of the strength of the claim, Defendants' defenses, and the
10 strong possibility there would be no recovery without this settlement. Even if Plaintiff was to
11 prevail on the underlying claim, she would face the potential of significant discretionary
12 reduction of maximum penalties by the Court. My office's efforts have resulted in a recovery
13 of over four hundred forty thousand dollars by the State of California.

14 24. Plaintiff Garcia signed a single retainer with my office. The Retainer
15 Agreement had language providing a maximum of thirty-five percent (40%) in attorneys'
16 fees, of course, subject to court approval on class and representative issues. The Retainer
17 Agreement also had a provision for recovery of costs in relation to the representation.

18 25. As for the representation of the individual rights of Ms. Garcia, a retainer
19 agreement for one-third of gross recovery would be consistent with the market rate, and there
20 is no reason to believe that if my office had signed a retainer agreement with the LWDA to
21 prosecute claims on the LWDA's behalf, it would be any different.

22 26. In almost all the mediations that I have attended, a one-third to 35% attorney
23 fee percentage is generally agreed upon by the defendant and the plaintiff subject to court
24 approval. In this matter, the Parties agreed that my office may request up to thirty-five percent
25 due to the amount of the settlement and the significant work completed by counsel in
26 litigation, arbitration, mediation, and seeking approval.

27. Here, it is beyond any reasonable dispute that, if my office had been able to negotiate directly with the LWDA, the LWDA would have found a one-third fee arrangement to be eminently reasonable.

28. My office has handled this matter since May 6, 2021. My billing rate is \$650 per hour. I have spent at least 74 hours on this matter. Thus my present lodestar is \$48,100.00. Attorney Haik Hacopian from my office is also counsel of record and has expended at least 71 hours at his rate of \$450.00 per hour, for an additional \$31,950 lodestar. Thus, the total minimum lodestar for my office tallies to \$80,050. The work performed by my office on this matter can be set forth as follows:

Category/Tasks	ZM	HH
Preliminary case work including intake and retention, assessment of file for potential claims/lawsuits, review of client records, communication of records request letter to employer and review and assessment of produced records, research into parties, claims, and potential defenses, review of other pending and related matters, and incidental work:	12	5
Work on file prior to appearances by Defendants including prep of case initiating pleadings incl complaint, amended pleadings, service, prep and communicate PAGA letter, case calendaring, and incidental work:	7	6
Work on file post-appearance including litigation pleading work, review and assessment of motion to compel arbitration, work on stip to refer to arbitration, conferences with counsel, communications with counsel, work on 9 joint filings, 3 court appearances, and incidental work	25	20
Arbitration related work including commencement, arbitrator selection, scheduling report and conference, communications with counsel, and incidental work:	5	4
Mediation related preparation including review and assessment of informal production, communication and work with expert, preparation of mediation brief, communications with counsel, and incidental work:	5	11
Appear at Full-day mediation with Tagore Subramaniam:	9	9
Post-settlement work including work on MOU, long-form PAGA agreement, long-form individual agreement, communications w/counsel, and incidental work:	5	6

Work on PAGA Approval Motion:	2	6
Future work including appearance at approval hearing, work related to calculations, funding, distribution, and accounting (estimated)	4	4
HOURS	74	71

29. The application of a multiplier of 3.85 to the lodestar of \$80,050 results in the requested fee award of \$308,333.33. To the extent the current Laffey Matrix rates are applied, at \$1,141 for myself (20+ years out of law school) and \$948 for Mr. Hacopian (11-19 years out of law school), the lodestar would calculate to \$151,741 [(74 x \$1,141) + (71 x \$948)]. The application of a 2.03 multiplier to this lodestar will result in the requested fee award. Attached hereto as **Exhibit "3"** is a copy of the Laffey Matrix currently available online at <http://www.laffeymatrix.com/see.html>.

30. My office has also incurred **\$16,572.99** in costs as follows:

2021	8	15	\$8.66	PAGA Notice Postage (Certified Mail)
2021	10	15	\$75.00	LWDA PAGA Notice Fee
2021	1	18	\$1,585.00	OC Superior Lawsuit, Complex, Jury Fees
2021	10	19	\$61.43	OneLegal Lawsuit Filing Charges
2021	12	23	\$14.67	OneLegal Amended Complaint Filing Charges
2021	12	28	\$41.18	OneLegal Company Service Charges (Priority)
2022	1	5	\$116.59	OneLegal Sub-Service Charges (Fresh Grill)
2022	5	11	\$20.33	OneLegal Jt Statement Filing Charges
2022	7	7	\$20.33	OneLegal Jt Statement Filing Charges
2022	10	18	\$21.36	OneLegal Jt Statement Filing Charges
2022	10	18	\$7.50	OC Superior Ct Electronic Doc Retrieval Charge
2022	10	18	\$7.99	OC Superior Ct Electronic Doc Retrieval Charge
2022	11	28	\$21.36	OneLegal Proposed Stip and Order Filing Charge
2023	6	8	\$7.92	OC Superior Ct Electronic Doc Retrieval Charge
2023	6	22	\$19.77	OneLegal Jt Statement Filing Charges
2023	6	29	\$450.00	Claimant's JAMS Arbitration Fees
2023	9	6	\$10,000.00	Plaintiff Share of Fees to First Mediation
2023	11	22	\$19.77	OneLegal Jt Statement Filing Charges
2024	2	6	\$7.50	OC Superior Ct Electronic Doc Retrieval Charge
2024	5	9	\$22.85	OneLegal Jt Statement Filing Charges

2024	7	11	\$3,870.00	Invoice for Berger Consulting
2024	7	23	\$23.88	OneLegal Jt Statement Filing Charges
2024	11	1	\$23.95	OneLegal Jt Statement Filing Charges
2025	1	2	\$23.95	OneLegal Jt Statement Filing Charges
2025	2	11	\$80.00	OneLegal PAGA Motion Filing Charges (est.)
2025	2	11	\$22.00	OneLegal Notice of Ruling Filing Charges (est.)
			\$16,572.99	

31. While it's generally true that the greater the attorney fees, the less funds there will be for distribution as damages, nevertheless, a balance must be achieved. In the instant matter, the LWDA and PAGA Members got a very balanced and fair settlement. Given the strengths and weaknesses of the case, they will be receiving a fair sum of money. The results and the case law support that the settlement was fair, reasonable and adequate. In light of the favorable settlement, giving more money to the LWDA and PAGA Members after an excellent settlement had been achieved punishes the attorneys without whom such a settlement would not have been attained but for the efforts of good lawyering. Punishing lawyers when they do well is potentially sending the wrong message and serves as a disincentive and unjustly enriches the LWDA and PAGA Members who will be receiving a fair and adequate amount of benefits.

32. My office will secure a not to exceed bid from CPT Group, Inc., the Parties' selected administrator, in the amount of \$10,000 in relation to dissemination of payments to the various parties as contemplated by the settlement including to aggrieved employees. CPT will also translate the notice to Aggrieved Employees into Spanish and will be responsible for the escheatment of uncashed checks.

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

Executed on February 11, 2025 in Calabasas, California.

/s/Zorik Mooradian
Zorik Mooradian

Exhibit “1”
PAGA NOTICE

MOORADIAN LAW, APC
24007 Ventura Boulevard, Suite 210
Calabasas, California 91302
Mooradianlaw.com
Telephone 1-818-487-1998
Facsimile 1-888-783-1030

HAIK HACOPIAN

E-mail: haik@mooradianlaw.com

OCTOBER 15, 2021

VIA USPS CERTIFIED MAIL

Fresh Grill, LLC
111 E. Garry Avenue
Santa Ana, CA 92707
7019 0700 0002 2582 8502

Priorityworkforce, Inc.
15941 Red Hill Ave., Suite 100
Tustin, CA 92780
7019 0700 0002 2582 8496

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
Fresh Grill, LLC & Priorityworkforce, Inc.

To Whom It May Concern:

This office represents Marie Elsa Figueroa Garcia with respect to Private Attorneys General Act ("PAGA") claims that she intends to pursue against Fresh Grill, LLC ("Fresh Grill") and Priorityworkforce, Inc. ("Priority") (jointly referred to herein as "Employers") based upon their illegal wage and hour practices in the State of California as to their non-exempt employees. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

Priority is a staffing agency which provides employees to Fresh Grill, which is engaged in the business of food packaging and distribution. Ms. Garcia worked as a non-exempt hourly employee of Employers at the facility located at 111 E. Garry Avenue in Santa Ana, California. Employers employ numerous non-exempt, hourly paid employees such as Ms. Garcia in California. Unfortunately, Employers have engaged in the following practices:

Failure to Pay Wages

Employers implemented the policy and practice of failing to pay employees for all hours worked. Employers engaged in the practice of requiring security pre and/or post shift off-the-clock security check-ins by employees. Employees also did not receive net 30-minute meal breaks. Additionally, the time clock maintained by Employers was frequently minutes ahead or behind of the actual time such that it did not properly log clock in and clock out times. Moreover, Employees had to pick up their weekly physical paychecks from the work location and to the extent the payday was on an employee's day off, such employee would have to travel to the worksite on their day off to pick up their paycheck and such time was not compensated. Furthermore, the wages paid to employees frequently did not reflect the actual time that was worked as separately tracked by employees. The foregoing practices resulted in underpayment of wages, including underpayment of overtime and double-time to the extent applicable.

Late Payment of Wages

Although Employers maintained weekly paydays, physical paychecks were retained and distributed at the job site. To the extent the payday was on an employee's day off and the employee did not travel to the jobsite on payday to pick up the check (which results in off-the-clock work as described above), the paycheck would be available to the employee on the following work day, which was effectively late delivery.

Meal Breaks

Employers engage in the practice of not allowing mandated meal breaks and not compensating employees for any missed, late, or short meal breaks. Employees did not receive premium pay for any missed, late, or short meal period. To the extent meal breaks were permitted, they would occur after the fifth hour of work, normally around the sixth hour. Notably, meal breaks were not at least a net thirty (30) minutes in duration on account of the clock in and out process.

Rest Breaks

Employers engage in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks. Employees did not receive premium pay for these missed rest breaks. Specifically, any first rest breaks were usually permitted three hours after the start of an eight hour shift and any second rest breaks were usually permitted within one hour of the end of a daily shift.

Waiting Time

At the time of an employee's separation (whether it be by termination or resignation) Employers have failed to provide the employee with all monies owed, including meal break premiums, rest break premiums, and unpaid wages for work performed, including overtime and double-time wages to the extent applicable.

Noncompliant Wage Statements

Employers have adopted a custom and practice of failing to provide wage statements which reflect all hours worked during any pay period, whether or not employees received all wages entitled to, including meal and rest break premiums. Additionally, the wage statements issued to employees did not list any employer names or addresses.

Additional Penalties

Ms. Garcia and all other similarly aggrieved California employees intend to seek all available civil penalties for the violations described above.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which Employers have violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: Employers violated, and continue to violate, Labor Code Section 201 by failing to pay the employees they have discharged the complete and correct amount of all wages owing at the time of termination. The wages earned but not paid at termination include uncompensated work time, including overtime and double-time as applicable, and premium wages for missed meal and rest breaks.

Labor Code Section 202: Employers violated, and continue to violate, Labor Code Section 202 by failing to pay employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: Employers violated, and continue to violate, Labor Code Section 203 by failing to pay 30 days of continuing wages to employees owed wages (explained above) whose employment ended.

Labor Code Section 204: Employers violated, and continue to violate, Labor Code Section 204 by failing to pay wages to employees for all hours worked as explained above and within seven (7) calendar days following the close of payroll periods.

Labor Code Section 226: Employers violated, and continue to violate, Labor Code Section 226(a) by failing to provide employees with accurate and compliant itemized wage statements.

Labor Code Section 226.7: Employers violated, and continue to violate, Labor Code Section 226.7 by failing to provide meal periods and/or rest periods that are in accordance and in compliance with the IWC's applicable wage order.

Labor Code Section 510: Employers violated, and continue to violate, Labor Code Section 510 by failing to pay minimum wage or overtime compensation required by law.

Labor Code Section 512: Employers violated, and continue to violate, Labor Code Section 512 by not providing aggrieved employees with legally compliant meal periods.

Labor Code Section 1194: Employers violated, and continue to violate, Labor Code Section 1194 by failing to pay employees minimum wage and overtime compensation required by law.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we may file an appropriate action, pursuant to Labor Code Section 2698 *et seq.* Ms. Garcia and all other similarly aggrieved California employees intend to seek all penalties for the violations described above. Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,

MOORADIAN LAW, APC

/s/ Haik Hacopian

HAIK HACOPIAN

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Total Postage and Fees	\$4.33

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 Street and Apt. No., or PO Box No.
111 E. GARRY AVENUE
 City, State, ZIP+4®
SANTA ANA, CA 92707

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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 Street and Apt. No., or PO Box No.
15941 RED HILL AVE., SUITE 100
 City, State, ZIP+4®
TUSTIN, CA 92780

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Haik Hacopian <haik.hacopian@gmail.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "haik.hacopian@gmail.com" <haik.hacopian@gmail.com>

Fri, Oct 15, 2021 at 3:48 PM

10/15/2021

LWDA Case No. LWDA-CM-848779-21
Law Firm : Mooradian Law, APC
Plaintiff Name : Marie Elsa Figueroa Garcia
Employer: Fresh Grill, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

Exhibit “2”
Settlement Agreement

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and **between** Plaintiff Marie Elsa Figueroa Garcia (“Plaintiff”) and Defendants Fresh Grill, LLC (“Fresh Grill”) and PriorityWorkforce, Inc. (“PriorityWorkforce”) (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Marie Elsa Figueroa Garcia v. Fresh Grill, LLC, et al.* (Orange County Superior Court Case No. 30-2021-01226519-CU-OE-CXC) initiated on October 18, 2021, and arising from LWDA-CM-848779-21 with the California Department of Industrial Relations, Labor and Workforce Development Agency.
- 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 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 Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all hourly non-exempt employees who worked for Fresh Grill in California, including non-exempt employees of PriorityWorkforce who were assigned to work at Fresh Grill from October 15, 2020 through July 8, 2024.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and dates of employment/assignment and/or number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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. “Court” means the Superior Court of California, County of Orange.
- 1.8. “Defense Counsel” means Spencer Waldron of Fisher & Phillips LLP, counsel for Fresh Grill, and Alis Moon of Jackson Lewis P.C., counsel for PriorityWorkforce.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the

Judgment is final. The Parties agree that there is no right to opt-out or object to a PAGA settlement. It is therefore the Parties' intention that the Settlement will be final at the time of the Court's approval of the Settlement and entry of Judgment. Defendants' deadline to fund the Settlement will be based on the Effective Date and there will be no further waiting periods given that there is no right to appeal.

- 1.10. "Gross Settlement Amount" means \$925,000 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the approval of the PAGA Settlement.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Zork Mooradian and Haik Hacopian of Mooradian Law, APC, the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" means the amount allocated to PAGA Counsel for reimbursement of their reasonable attorneys' fees incurred to prosecute the Action.
- 1.18. "PAGA Counsel Litigation Expenses Payment" means the amount allocated to PAGA Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action.
- 1.19. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.20. "PAGA Period" means the period from October 15, 2020 through July 8, 2024.
- 1.21. "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

- 1.22. “PAGA Notice” means Plaintiff’s October 15, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$141,562.50) and the 75% to LWDA (\$424,687.50) in settlement of PAGA claims.
- 1.24. “Plaintiff” means Marie Elsa Figueroa Garcia, the named plaintiff in the Action.
- 1.25. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. “Released PAGA Claims” means the claims being released by the LWDA, the Aggrieved Employees, Plaintiff, and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendants and all of their former and present directors, officers, employees, shareholders, owners, members, agents, trustees, representatives, attorneys, insurers, co-employers, reinsurers, parent companies, predecessors, successors, assigns, subsidiaries, divisions, and affiliates, as any individual or entity that could be alleged to be jointly liable with Defendants.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. “Settlement Notice” means the letter to accompany the Individual PAGA Payments to Aggrieved Employees which will identify this case, notify them of the settlement, and explain how their share is calculated. A true and correct copy of the Settlement Notice is attached hereto as Exhibit “A.” Aggrieved Employees will also receive a Spanish translation of the Settlement Notice.
- 1.30. “Defendants” means Fresh Grill and PriorityWorkforce, the named defendants in the Action.

2. RECITALS.

- 2.1. On October 18, 2021, Plaintiff commenced this Action by filing a Complaint alleging the following causes of action on a class basis against Defendants: (1) Failure to Provide Meal Periods; (2) Failure to Provide Paid Rest Periods; (3) Failure to Pay Wages; (4) Failure to Timely Pay Wages at Termination/Separation; (5) Failure to provide Compliant Itemized Wage Statements; and (6) Violation of Unfair Business Practices Act. On December 22, 2021, Plaintiff filed a First Amended Complaint, adding a seventh cause of action for Penalties Pursuant to PAGA. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Class claims were subsequently dismissed based on a stipulation entered into between the Parties and

approved by the Court. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On July 8, 2024, the Parties participated in an all-day mediation with Tagore Subramaniam, Esq., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, payroll records, personnel policies/handbooks, meal and rest break policies, personnel files, and a random sampling of paystubs and time records for approximately 20% of the PAGA group.
- 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay a total of \$925,000, and no more, as the Gross Settlement Amount. Fresh Grill promises to pay \$775,000 of the Gross Settlement Amount, and PriorityWorkforce promises to pay \$150,000 of the Gross Settlement Amount.

Defendants will only owe the amounts directly specified above. Under no circumstance will PriorityWorkforce owe any portion of the Gross Settlement Amount allocated to Fresh Grill and vice versa. With respect to the Mutual Release set forth in paragraph 5.3 below, failure by either Defendant to fund its portion of the Gross Settlement Amount, will void the release by the paying Defendant of the non-paying Defendant, but will not void the release by the non-paying Defendant of the paying Defendant.

Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this 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.

- 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 Approval:

- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35 % which is currently estimated to be \$323,750 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for

PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 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 \$10,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$566,250 to be paid from the Gross Settlement Amount, assuming maximum awards, with 75% (\$424,687.50) allocated to the LWDA PAGA Payment and 25% (\$141,562.50) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$141,562.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Since this is a Settlement for penalties under PAGA, there will be no tax withholding for each Aggrieved Employees' Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms

3.3 In addition to the Gross Settlement Amount, Fresh Grill shall pay Twenty-Five Thousand Dollars and Zero Cents (\$25,000) to Plaintiff for resolution of Plaintiff's individual claims against Defendants. Plaintiff shall execute a separate confidential settlement agreement and general release and comprehensive release of all known and unknown claims by Plaintiff, including a Section 1542 waiver, against Defendants. Plaintiff shall be responsible for Plaintiff's own attorneys' fees and costs with respect to this additional agreement for release of her individual claims against Defendants.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employees and PAGA Pay Periods. Based on a review of its records to date, Defendants estimate there are 731 Aggrieved Employees who worked a total 71,304 of PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 20 days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' 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 effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information 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, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. PriorityWorkforce shall fund its portion of the Gross Settlement Amount in the amount of \$150,000 by transmitting the funds to the Administrator no later than 60 days after the Effective Date.

Fresh Grill's share of the Gross Settlement Amount shall be made in three (3) installment payments to be completed by November 8, 2025. Within 60 days from the Effective Date, Fresh Grill shall transmit to the Administrator the first payment of the Gross Settlement Amount in the amount of \$250,000, but no sooner than January 8, 2025. Fresh Grill shall transmit to the Administrator the second payment of the Gross Settlement Amount in the amount of \$262,500 within 150 days from date of the first payment. Fresh Grill shall transmit to the Administrator the third payment of the Gross Settlement Amount in the amount of \$262,500 within 120 days from the date of the second payment, but no later than November 7, 2025.

- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the entire Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments. The Administrator shall also mail the Settlement Notices to Aggrieved Employees with the 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 (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all

checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks 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, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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 Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties, and the Defendants will release claims against each other, as follows:

5.1 Release by the LWDA and Aggrieved Employees:

The State of California and all Aggrieved Employees are 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 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. This includes, but it is not limited to, claims for PAGA penalties for violations of the California Labor Code governing minimum wages, overtime and double time wages; meal and rest breaks; untimely payment of regular wages, wage statement violations; and separation pay violations. This release specifically includes, but is not necessarily limited to, PAGA penalties premised on violations of Labor Code sections Labor Code 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 1199.

5.2 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees

incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. This includes, but it is not limited to, claims for PAGA penalties for violations of the California Labor Code governing minimum wages, overtime and double time wages; meal and rest breaks; untimely payment of regular wages, wage statement violations; and separation pay violations. This release specifically includes, but is not necessarily limited to, PAGA penalties premised on violations of Labor Code sections Labor Code 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 1199.

5.3 Defendants' Mutual Release:

In exchange for the promises provided in this Agreement, Defendants agree to release one another and their respective attorneys from any and all claims, actions, charges, and causes of action, of whatever nature, whether known or unknown, which exist or may exist on their behalf as of the date of this Agreement. Each Defendant hereby expressly waives and relinquishes any and all claims, rights, or benefits that either may have against the other Defendant under California Civil Code section 1542, which provides as follows:

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

Either Defendant may hereafter discover claims or facts in addition to, or different from, those which either Defendant now knows or believes to exist, but each Defendant expressly agrees to fully, finally, and forever settle and release any and all claims against one another, known or unknown, suspected or unsuspected, which exist or may exist, at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Defendants' business relationship with each other, the defense of this litigation, or the retention of counsel related to this litigation. This release does not apply to ongoing obligations to perform under the written agreement for contract employees between Defendants, or any other pending, potential, or future claims or lawsuits. Defendants further acknowledge, understand, and agree that this representation and commitment is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation and commitment.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2), including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other

misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

6.3 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, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and 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 Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to

be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 731 Aggrieved Employees who worked 71,304 Pay Periods during the PAGA Period. If the number of Pay Periods worked by the Aggrieved Employees is greater than 10% above that estimated by Defendants, or 78,434 Pay Periods worked, then Plaintiff shall have the right to request a pro-rata increase in the Gross Settlement Amount equal to the percentage increase in Pay Periods above 10% (i.e., if the total Pay Periods increases by 12%, then a 2% increase to the Gross Settlement Amount). However, if the escalator clause is triggered, Defendants may alternatively choose to end the PAGA Period on the date that the increase would otherwise be triggered.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or 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 Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative 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, this 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 and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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. PAGA 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 Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this 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 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, PAGA 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 Agreement. This 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 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits 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 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 Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. PAGA Counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the PAGA Group or the Settlement on their website, and shall not contact any reporters or media regarding the Agreement. Nothing in this provision prevents PAGA Counsel from discussing the Settlement with Plaintiff, the Aggrieved Employees, and in any filings with the LWDA or the Court.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel 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. 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 unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this 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 between the Parties in connection with this 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:

Zork Mooradian
Mooradian Law, APC
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302

To Fresh Grill:

Spencer Waldron
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, CA 92614

To PriorityWorkforce:

Alis Moon
Jackson Lewis P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618

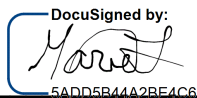
10.16 Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the interpretation, calculations or payments under the settlement, or other disputes regarding compliance with this Agreement shall be resolved as follows: (a) If any Party at any time believes that any other Party has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the alleged violation; (b) Upon receiving notice of the alleged violation or dispute, the responding Party shall have ten (10) business days to correct the alleged violation and/or respond to the initiating Party with the reasons why the party disputes all or part of the allegation; (c) If the response does not address the alleged violation to the initiating Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) business days to resolve their differences; (d) If the Parties are unable to resolve their differences after twenty (20) business days, either Party may file an appropriate motion for enforcement with the Court. The briefing of such motion should be in letter brief form and shall not exceed five (5) single-spaced pages (excluding exhibits); (e) In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. To the extent the dispute concerns Defendants' failure to properly fund the Settlement, Plaintiffs shall be entitled to seek an amended judgment for recovery of legal interest owed on any unfunded sums in addition to reasonable attorneys' fees and costs pursuant to this paragraph.

10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this 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 Agreement.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement

process.

Dated: 1/29/2025

DocuSigned by:

5ADD5B44A2BE4C6

Plaintiff MARIE ELSA FIGUEROA GARCIA

Dated: _____

Defendant FRESH GRILL, LLC

By:

Title:

Dated: 1/30/2025

Defendant PRIORITYWORKFORCE, INC.

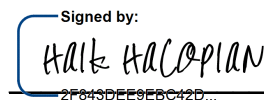
By:

Title:

Approved as to Form:

Dated: 1/30/2025

MOORADIAN LAW, APC

Signed by:

2F843DEE9EBC42D...

Zorik Mooradian

Haik Hacopian

Attorneys for Plaintiff Maria Elsa Figueroa Garcia

Dated: _____

FISHER & PHILLIPS LLP

Spencer Waldron

Attorneys for Defendant Fresh Grill, LLC

Dated: _____

JACKSON LEWIS P.C.

Alis Moon

Attorneys for Defendant PriorityWorkforce, Inc.

process.

Dated: _____

Plaintiff MARIE ELSA FIGUEROA GARCIA

Dated: 2.6.2025

Defendant FRESH GRILL, LLC

By: D. F. HERNANDEZ

Title: MEMBER

Dated: _____

Defendant PRIORITYWORKFORCE, INC.

By:

Title:

Approved as to Form:

Dated: _____

MOORADIAN LAW, APC

Zorik Mooradian

Haik Hacopian

Attorneys for Plaintiff Maria Elsa Figueroa Garcia

Dated: 02/06/25

FISHER & PHILLIPS LLP

Spencer Waldron

Spencer Waldron

Attorneys for Defendant Fresh Grill, LLC

Dated: _____

JACKSON LEWIS P.C.

Alis Moon

Attorneys for Defendant Priority Workforce, Inc.

process.

Dated: _____

Plaintiff MARIE ELSA FIGUEROA GARCIA

Dated: _____

Defendant FRESH GRILL, LLC
By:
Title:

Dated: 2-5-2025

DD S Cox

Defendant PRIORITYWORKFORCE, INC.
By: Daniel Cox
Title: Chief Executive officer

Approved as to Form:

Dated: _____

MOORADIAN LAW, APC

Zorik Mooradian
Haik Hacopian
Attorneys for Plaintiff Maria Elsa Figueroa Garcia

Dated: _____

FISHER & PHILLIPS LLP

Spencer Waldron
Attorneys for Defendant Fresh Grill, LLC

Dated: 2025-02-07

JACKSON LEWIS P.C.

Alis Moon

Alis Moon
Attorneys for Defendant PriorityWorkforce, Inc.

NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

Marie Elsa Figueroa Garcia v. Fresh Grill, LLC, et al.
Superior Court of the State of California,
County of Orange Case No. 30-2021-01226519-CU-OE-CXC

Eligible Employee

Address

Address

You are receiving this notice in connection with a Court-approved settlement (the “Settlement”) in the lawsuit entitled *Marie Elsa Figueroa Garcia v. Fresh Grill, LLC, (“Fresh Grill”) and PriorityWorkforce, Inc. (“PriorityWorkforce”)*, filed in the Superior Court of the State of California for the County of Orange, Case No. 30-2021-01226519-CU-OE-CXC (the “**Action**”), brought on a representative basis under the Private Attorneys’ General Act of 2004 codified at California Labor Code section 2698, *et seq.* (“PAGA”). The Plaintiff in the lawsuit is Marie Elsa Figueroa Garcia (“Plaintiff”) and the Defendants are Fresh Grill, LLC and PriorityWorkforce, Inc. (“Defendants”). The Settlement provides for recovery of civil penalties for alleged violations of the California Labor Code on behalf of all “Aggrieved Employees,” defined as all hourly non-exempt employees who worked for Fresh Grill in California, including non-exempt employees of PriorityWorkforce who were assigned to work at Fresh Grill from October 15, 2020 through July 8, 2024. (“PAGA Period”). The PAGA statute provides that 75% of any recovery pursuant to the Settlement be paid to the State of California and 25% of any recovery be paid to the Aggrieved Employees based upon the number of pay periods worked where there is an alleged California Labor Code violation during the PAGA Period.

Defendants deny all claims and allegations in the Action. Furthermore, Defendants deny they owe any penalties and assert that they have fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendants have settled the Action. By settling the lawsuit, Defendants are not admitting that they have done anything wrong.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, and Aggrieved Employees will release claims against all Released Parties as follows:

The State of California and all Aggrieved Employees are 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 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. This includes, but it is not limited to, claims for PAGA penalties for violations of the California Labor Code governing minimum wages, overtime and double time wages; meal and rest breaks; untimely payment of regular wages, wage statement violations; and separation pay violations. This release specifically includes, but is not necessarily limited to, PAGA penalties premised on violations of Labor Code sections Labor Code 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 1199.

“Released Parties” means: Defendants and all of their former and present directors, officers, employees, shareholders, owners, members, agents, trustees, representatives, attorneys, insurers, co-employers, reinsurers, parent companies, predecessors, successors, assigns, subsidiaries, divisions, and affiliates, as as any individual or entity that could be alleged to be jointly liable with Defendants.

By an Order dated **Approval Date**, the Superior Court of California approved the Settlement of the Released Claims. By approving the Settlement, the Court did not decide in favor of either Plaintiff or Defendants.

According to Defendants’ records, you are an Aggrieved Employee and are therefore entitled to a share of the Settlement based upon the Court-approved allocation. Enclosed with this Notice is your settlement check for your share. Your share is determined by the number of pay periods you worked during the PAGA Period

EXHIBIT "A"

relative to the total of pay periods worked by all Aggrieved Employees. Based on the total number of pay periods, the value of a pay period calculates to [VALUE], which multiplied by your [NUMBER] pay periods, equals your share.

The settlement check shall remain valid for one hundred eighty (180) days. Thereafter, the settlement check shall be canceled, and the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. (sco.ca.gov).

Please Note: One hundred percent (100%) of the payment you are receiving in connection with the Settlement will be considered penalties reported on IRS Form 1099, and may be subject to local, state or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your settlement payment. Neither Plaintiff nor Defendants have made any representations or warranties regarding the taxation of your settlement payment. Nothing in this Notice or any other communication shall constitute or be construed or relied upon as tax advice.

PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:

ADMINISTRATOR NAME

WEBSITE

Phone:

Exhibit “3”

Laffey Matrix

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

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