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Attorneys for Plaintiff, JASMIN CHUA
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JASMIN CHUA, and on behalf of all others
similarly situated,

Plaintiffs,

v.

KSL ASSOCIATE GROUP, INC. d/b/a KISCO
SENIOR LIVING, a Delaware Corporation, and
DOES 1-10, inclusive,

Defendants.

Case No. CVRI2105259
ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Hon. Harold Hopp
DEPT: 1

**DECLARATION OF ANTHONY L.
DRAPER IN SUPPORT OF MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

I, Anthony L. Draper, declare as follows:

1 1. I am an individual over the age of 18. I am an associate at the law firm of James
2 Hawkins APLC. I am one of the attorneys of record for plaintiff Jasmin Chua (hereinafter
3 referred to as “Plaintiff”). I submit this declaration in support of Plaintiff’s Motion for Approval
4 of PAGA Settlement which Plaintiff filed concurrently herewith, along with the supporting
5 memorandum of points and authorities. I have personal knowledge of the facts set forth below,
6 and if called to testify regarding them, I could and would do so competently.

7 2. On November 17, 2021, Plaintiff commenced this Action against Defendant by
8 filing a class action Complaint alleging causes of action based on purported Labor Code
9 violations. Plaintiff’s Complaint claims that Defendant: failed to pay all minimum and overtime
10 wages; failed to provide compliant meal and rest periods; failed to issue accurate itemized wage
11 statements; failed to timely pay wages; and engaged in unfair competition.

12 3. On November 17, 2021, Plaintiff also provided timely written notice to the
13 LWDA and to Defendant of Plaintiff’s intent to pursue a Labor Code section 2698 Private
14 Attorney General Act (“PAGA”) claim. On February 18, 2022, Plaintiff filed a First Amended
15 Complaint adding a Seventh Cause of Action for Civil Penalties under PAGA.

16 4. Plaintiff subsequently filed a request to dismiss the class action claims against
17 Defendant without prejudice because Plaintiff signed a binding arbitration agreement releasing
18 such claims. The Court approved dismissal of the class claims on June 13, 2022.

19 5. Counsel for Plaintiff (“SAG Counsel” and/or “Plaintiff’s counsel”) engaged in
20 informal discovery of Defendant’s alleged Labor Code violations, which specifically targeted
21 evaluating the strength and value of the PAGA and class claims in preparation for a resolution of
22 this Action.

23 6. SAG Counsel obtained and reviewed multiple documents, including (i) Plaintiff’s
24 employee file and wage statements, (ii) policy documents relating to the employment of Plaintiff
25 and other aggrieved employees, and (iii) timekeeping and payroll data for a randomly-selected
26 sample of the aggrieved employees relating to the number of alleged violations and the value of
27 the recoverable penalties.
28

1 7. Based on the information and documents produced by Defendant, SAG Counsel
2 was able to (i) determine the total number of distinct individuals falling within the definition of
3 Settlement Aggrieved Group for the relevant statutory period, and (ii) construct a damage model
4 that calculated the maximum realistic amount of PAGA penalties that could be levied against
5 Defendant within the PAGA Period. Defendant, however, disputed (and continues to dispute)
6 Plaintiff's claims and disputed both the existence of and extent of liability as alleged by Plaintiff.

7 8. Based on Plaintiff's Counsel's experience in litigating many similar
8 "representative" wage and hour claims, the degree of investigation that was conducted, and the
9 amount of data that was obtained, there was sufficient evidence to determine the potential value
10 of the PAGA claims, and to evaluate their strength for purposes of settlement.

11 9. On November 9, 2023, the Parties participated in a full-day mediation before
12 experienced wage and hour mediator Daniel J. Turner, Esq. At the conclusion of the mediation,
13 the Parties were unable to reach a settlement, however negotiations continued with the assistance
14 of the mediator. A mediator's proposal was ultimately accepted by both Parties in March 2024.

15 10. After further negotiations, multiple discussions and exchanges of the proposed
16 settlement agreement, the Parties agreed to the final terms of the agreement as set forth in the
17 PAGA settlement agreement that is now before the Court for approval. (A true and correct copy
18 of the Joint Stipulation of PAGA Settlement and Release ("Settlement Agreement") is attached
19 hereto as Exhibit 1.
20

21 11. On December 31, 2024, Plaintiff submitted the Settlement Agreement,
22 concurrently with the filing of this motion, to the LWDA.

23 12. The PAGA claims for failure to pay lawful wages are premised on allegations
24 that, due to the demands of the work shift, Plaintiff and SAG Members were not paid for time
25 spent "off the clock" under the direction and control of Defendant. Additionally, Plaintiff
26 contends that Defendant implemented a time clock rounding system that underpaid employees.
27 The PAGA claims for failure to provide compliant rest and meal breaks are likewise also based
28 on allegations that, due to the demands of the shift, Plaintiffs and Aggrieved Employees were

1 unable to take lawful meal and/or rest breaks. The PAGA claims based on Defendant's alleged
2 failure to pay timely wages and provide accurate itemized wage statement are derivative of the
3 failure to pay wage and premium wages claims.

4 13. Defendant disputes Plaintiff's claims and contend that it complied with California
5 law including properly paying for all time worked, providing compliant meal periods,
6 authorizing and permitting compliant rest breaks, providing accurate itemized wage statements
7 and timely paying final wages. Defendant contends that not every pay period at issue involved an
8 alleged Labor Code violation subject to civil penalties. Defendant further denies that any SAG
9 Member, including Plaintiffs, was "aggrieved" under PAGA.

10 14. Defendant additionally maintained that Plaintiff and SAG Members entered into
11 arbitration agreements that required pursuant to *Viking River Cruises, Inc. v. Moriana*,
12 (2022)142 S. Ct. 1906, that Plaintiff and SAG Members individually arbitrate their individual
13 PAGA claims. Defendant specifically disclaims any liability to Plaintiff or any of the allegedly
14 aggrieved employees or the LWDA for any alleged violation of rights, or for any alleged
15 violation of the California Labor Code or Industrial Welfare Commission Wage Orders.

16 15. Moreover, Defendant maintains that even if the Court did award penalties, the
17 Court could *significantly* reduce the penalties awarded based on the discretionary factors
18 contained in Labor Code §2699(e)(2) ("In action by an aggrieved employee . . . , a court may
19 award a lesser amount than the maximum civil penalty amount specified by this part if, based on
20 the facts and circumstances of the particular case, to do otherwise would result in an award that
21 is unjust, arbitrary and oppressive, or confiscatory.") These factors weighed heavily in the
22 analysis of the claims.

23 16. Based on these factors and defenses, which had the potential to completely
24 eliminate or significantly reduce Plaintiff's recovery, the range of realistic "litigation outcomes"
25 on Plaintiff's PAGA claims was defined by a "maximum possible liability" of approximately
26 \$814,200 assuming Plaintiff could prove the alleged violations occurred, which Defendant
27 denies. This figure attributes a \$100 penalty to each of the estimated 8,142 pay periods in scope
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1 during the PAGA period. The figure also assumes that there is a 100% violation rate during the
2 PAGA period, such that every single pay period in question involved at least one Labor Code
3 violation, despite disputes regarding Defendant's liability. From there, Plaintiff applies the full
4 amount of the default initial penalty provided under PAGA, despite the Court's discretion to
5 reduce the penalty structure and award lower than the default amounts. Defendant does not
6 concede that the default penalty, in whole or in part, is applicable to all of Plaintiff's alleged
7 claims.

8 17. The estimated valuations attributed to the claims for purposes of settlement,
9 including the range of violation and resulting potential PAGA penalties are as follows, which,
10 again, were not added together in calculating the maximum potential liability due to the
11 unavailability of stacking: (Draper Decl. ¶ 17.):

12 a. Failure to Pay Wages Due

13 This claim is premised on allegations Plaintiff and SAG Members were not paid for time
14 under Defendant's direction and control. Specifically, Plaintiff alleges that Defendant required
15 employees to undergo temperature checks prior to the start of each shift beginning in May, 2020.
16 These temperature checks were done before Plaintiff and SAG Members clocked in for their
17 shifts for which they did not receive compensation.

18 Plaintiff also alleges that Defendant used automatic time rounding for time punches for
19 clock in and clock out times which resulted in underpayment of wages to Plaintiff and SAG
20 Members. Defendant adamantly disputes Plaintiff's allegations that she and SAG Members were
21 not properly compensated for all hours worked and claim that the time clock rounding was
22 neutral with only a few instances of potential underpayment. Taking into consideration the
23 nature of the claim and Defendant's defenses thereto, this claim was valued in the 60% to 40%
24 violation rate and thus between \$488,520 and \$244,260 in estimated maximum PAGA penalties.

25 b. Meal Period Claim

26 The meal period claim is based on allegations that Plaintiff and SAG Members were
27 required to have their company-issued walkie-talkie type radios on during their meal and rest
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breaks in case they were contacted regarding work. Thus, they were not provided a duty-free meal period. Defendant disputes Plaintiff's allegations and contends that Defendant's meal break policy and practice is compliant. Defendant asserts that neither Plaintiff nor SAG Members were required to have any radios on during their meals nor were they prohibited from taking compliant meal periods. Defendant further contends that meal break premiums were paid during the PAGA Period for non-compliant meal breaks. Taking into consideration the nature of the claim, Defendant's defenses and issues faced due to *Brinker Rest. Corp. v. Super. Ct.*, (2012) 53 Cal. 4th 1004 ("*Brinker*"), this claim was valued in the range of 30% to 20% violation rate and thus between \$244,260 and \$162,840 in estimated maximum PAGA penalties.

c. Rest Period Claim

As with the meal period claim, the rest period violation claim is based on the same allegations with respect to the radio and that also, due to time constraints and work requirements, Plaintiff and SAG Members worked without being able to take a compliant ten (10) minute rest break, or any rest break at all, during their work shifts. Defendant disputes Plaintiff's allegations and contend that Plaintiff and SAG Members were allowed to take compliant rest breaks during their work shifts. Defendant also asserts that Plaintiff lacked any evidence that any individual was not authorized or permitted to take compliant rest periods and noted the unmanageability of such a claim, due to the fact that rest periods are not recorded. Taking into consideration the nature of the claim, Defendant's defenses and issues faced due to *Brinker*, this claim was valued in the range of 15% to 5% violation rate and thus between \$122,130 and \$40,710 in estimated maximum PAGA penalties.

d. Failure to Timely Pay Wages Due at Termination

This claim is derivative of the underlying claims. Defendant once again asserts that no unpaid wages are owed as Defendant did not fail to pay the correct wages owed, including overtime or minimum wages, nor did they owe and/or fail to pay premium wages for meal and/or rest breaks. For purposes of settlement negotiations, said claim was valued in the range of 30% to 20% violation rate and thus between \$244,260 and \$162,840 in estimated maximum PAGA

1 penalties.

2 e. Failure to Provide Accurate Itemized Wage Statements

3 This claim is derivative of the underlying claims based on allegations that Defendants
4 failed to state the correct hours worked, the correct applicable hourly rate and correct total wages
5 earned. Defendant denies that it provided inaccurate wage statements. For purposes of
6 settlement negotiations, said claim was valued in the range of 15% to 5% violation rate and thus
7 between \$122,130 and \$40,710 in estimated maximum PAGA penalties.

8 18. The above factors and analysis, including the potential for the PAGA claims to be
9 completely eliminated or significantly reduced, weigh heavily in favor of resolution by way of
10 the compromise set forth in the Settlement. In the view of SAG Counsel, the benefit conferred by
11 the proposed Settlement is fair, reasonable, and adequate under the circumstances, as it reflects a
12 reasoned compromise which takes into consideration the risks inherent in this case which had the
13 potential to completely eliminate recovery.

14 19. Plaintiff recognizes the expense and length of continued proceedings necessary to
15 litigate the matter through trial and any possible appeals and have also considered the uncertainty
16 and risk of the outcome of further litigation, and the difficulties and delays inherent in such
17 litigation based upon the burdens of proof. (Draper Plaintiff is also aware of the burdens of proof
18 necessary to establish liability, both generally and in response to Defendant's defenses thereto,
19 and the difficulties in establishing Defendant's liability for, and the right to recover, penalties on
20 behalf of Plaintiff, the State of California, and the other purported aggrieved employees.

21 20. Additionally, there is a real possibility that Plaintiff would recover nothing, either
22 for herself or on behalf of the State of California or other aggrieved employees, after years of
23 costly and labor-intensive litigation. Avoiding these risks and the likelihood of future contentious
24 litigation, which would involve significant costs, favors settlement.

25 21. This firm has a great deal of experience in wage and hour class action and
26 representative PAGA litigation. James R. Hawkins has obtained certification of several classes,
27 has been approved as class counsel in many other wage/hour class actions, and is currently
28

1 litigating numerous others. Although not an all-inclusive list, over the years James R. Hawkins
2 has prosecuted the following class action matters as lead and/or co-lead counsel, all of which
3 implicated similar law and facts to those associated with this action:

- 4 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.:
5 30-2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action
6 seeking premium wages for meal period and rest periods and resultant
7 penalties. Class Notice pending.
- 8 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT-
9 Case No.: 09-cv-0168. Wage and Hour Class action seeking past wages of
10 overtime for misclassification of insurance claims adjusters employed by
11 Gallagher Bassett, a third party administrator (TPA) in the State of California.
12 Certification granted. Plaintiffs' counsel co-lead counsel. Case settled, Final
13 Approval granted, no objections and funds fully distributed.
- 14 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-
15 04554. Wage and Hour Class Action case seeking past wages for "off the
16 clock", overtime and meal and rest break violations for production workers in
17 the State of California. Plaintiff's Counsel appointed as Lead Counsel. Case
18 settled, Final Approval granted, no objections and funds fully distributed.
- 19 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638
20 ODW. Wage and Hour Class Action case seeking past wages for meal and
21 rest period violations for retail employees in the State of California.
22 Plaintiff's counsel appointed co-lead counsel. Case settled, Final Approval
23 granted, no objections and funds fully distributed.
- 24 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
25 SACV08-00412. Wage and Hour Class Action case seeking past wages for
26 meal and rest period violations for retail employees in the State of California.
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1 Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final Approval
2 granted, no objections and funds fully distributed.

- 3 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles
4 County Superior Court, Case No. BC393709. Wage and Hour Class Action
5 seeking past wages for overtime, meal and rest break violations for driver
6 employees in the State of California. Settlement for "binding arbitration."
7 Arbitration Award for Plaintiff Class. Arbitration Award confirmed.
8 Plaintiff's counsel, lead trial counsel and class counsel.
- 9 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County
10 Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking
11 past wages for overtime, meal and rest breaks violations for production
12 employees in the State of California. Plaintiff's counsel appointed as lead
13 counsel. Case settled, Final Approval granted, no objections and funds fully
14 distributed.
- 15 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside
16 County Superior Court, Case No. RIC 440630. Wage and Hour Class Action
17 seeking past wages for overtime, meal and rest break violations for production
18 employees in the State of California. Plaintiff's counsel appointed as co-lead
19 counsel. Case settled, Final Approval granted, no objections and funds fully
20 distributed.
- 21 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No.
22 05CC00293. Wage and Hour Class Action seeking past wages for unlawful
23 deductions, meal and rest break violations for restaurant employees in the
24 State of California. Plaintiff's counsel appointed as lead counsel. Case
25 settled, Final Approval granted and funds fully distributed.
- 26 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court,
27 Case No. 05CC00013. Wage and Hour Class Action seeking past wages for
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1 overtime, meal and rest break violations for security officers in the State of
2 California. Plaintiff's counsel appointed as co-lead counsel. Case settled,
3 Final Approval granted, no objections and funds fully distributed.

4 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior
5 Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour
6 Class Action seeking past wages for meal and rest break violations for
7 security officers employed by defendant in the State of California. Plaintiff's
8 counsel and co-counsel. Case settled, Final Approval granted and funds fully
9 distributed.

10 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior
11 Court, Case No. RIC 420909. Wage and Hour Class Action seeking past
12 wages for overtime, meal and rest break violations for housekeepers employed
13 by defendant in the State of California. Plaintiff's counsel appointed as lead
14 counsel. Case settled, Final Approval granted, no objections and funds fully
15 distributed.

16 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL
17 DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking
18 past wages for meal and rest period violations for non-exempt employees
19 employed by defendant in the state of California. Case settled. Awaiting
20 Preliminary Approval hearing. Plaintiff has petitioned the Court for Lead
21 Counsel.

22 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
23 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking
24 past wages for field and branch employees of defendant in the State of
25 California. Plaintiff's counsel appointed as lead counsel. Case settled and
26 awaiting Final Approval.
27
28

- 1 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case
2 No. 05CC00128. Wage and Hour Class Action seeking past wages for
3 restaurant employees of defendant in the State of California. Plaintiff's
4 counsel appointed as lead counsel. Case settled, Final Approval granted, no
5 objections and funds fully distributed.
- 6 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case
7 No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime,
8 meal and rest break violations for security guards employed by defendant in
9 the State of California. Plaintiff's counsel appointed as lead counsel. Case
10 settled, Final Approval granted, no objections and funds fully distributed.
- 11 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles
12 Superior Court, Case No. BC411477. Wage and Hour Class Action seeking
13 unpaid meal and rest break violations for production employees employed by
14 defendant in the State of California. Plaintiff counsel appointed as lead
15 counsel. Case settled, Final Approval granted, no objections and funds fully
16 distributed.
- 17 r. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court,
18 Case No. 06CC00099. Wage and Hour Class Action seeking past wages for
19 meal and rest break violations for restaurant employees employed by
20 defendant in the State of California. Plaintiff's counsel appointed as co-lead
21 counsel. Case settled, Final Approval granted, no objections and funds fully
22 distributed.
- 23 s. *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court, Case No.
24 BC 330145. Wage and Hour Class Action seeking past wages of overtime for
25 mis-classification of managers employed by Defendant, DBA Carl's Jrs. in the
26 State of California. Plaintiff's counsel appointed as co-lead counsel. Case
27 settled, Final Approval granted, no objections and funds fully distributed.
28

- 1 t. *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court,
2 Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages
3 for meal and rest break violations for retail employees employed by defendant
4 in the State of California. Plaintiff's counsel appointed lead counsel. Case
5 settled, Final Approval granted, no objections and funds fully distributed.
6 u. *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior Court, Case
7 No. 07CC00015. Wage and Hour Class Action seeking past wages of
8 overtime for mis-classification of managers employed by Defendant in the
9 State of California. Plaintiff's counsel appointed lead counsel. Case settled,
10 Final Approval granted, no objections and funds fully distributed.
11 v. *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior Court,
12 Case No. 07CC01347. Wage and Hour Class Action seeking past wages for
13 overtime, meal and rest break violations for production workers employed by
14 defendant in the State of California. Plaintiff's counsel appointed lead
15 counsel. Case settled; final approval granted; no objections and funds fully
16 distributed.
17 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior
18 Court, Case No. BC387088. Wage and Hour Class Action seeking past wages
19 for overtime, meal and rest period violations for production employees
20 employed by defendant in the State of California. Plaintiff counsel appointed
21 as lead counsel. Case settled, Final Approval granted, no objections and funds
22 fully distributed.
23

24 22. James Hawkins APLC is a boutique law firm that specializes in wage and hour
25 class and PAGA representative actions, and is comprised of several seasoned attorneys and staff.
26 The hourly rates for the attorneys who worked on this case, James Hawkins, Isandra Fernandez,
27 Samantha Smith, Kacey Cook and myself, are respectfully submitted as reasonable rates in line
28 with comparable hourly rates charged by other firms that handle complex litigation in California.

1 Numerous California firms provided their hourly billing rates in connection with a survey
2 conducted by the National Law Journal. Of these California law firms, ten regularly charge
3 hourly rates of \$660, \$795, \$850, and even \$980 per hour. (A true and correct copy of this
4 National Law Journal 2011 survey is attached hereto as Exhibit 2.)

5 23. Ms. Fernandez, my co-counsel on this matter, has been a member of the Florida
6 Bar since January 1996 and member of the California Bar since August 2002. Ms. Fernandez has
7 specialized in employment-related litigation including complex wage and hour civil litigation
8 since 2003. Ms. Fernandez has been, and currently is, co-counsel in over 50 wage and hour class
9 action litigations for our firm and has produced excellent results for this firm's clients in wage
10 and hour class and PAGA actions.

11 24. I have been a member of the California Bar since July 2022, and was
12 provisionally licensed prior to that time. I have specialized in complex wage and hour litigation
13 since October 2021. I have been, and currently am, co-counsel in over 40 complex wage and
14 hour cases and have successfully litigated wage and hour class and PAGA actions for our firm.

15 25. Ms. Samantha A Smith was formerly employed as a senior attorney by James
16 Hawkins APLC from on or about through on or about April 2020 through December 30, 2021.
17 Ms. Smith became a member of the California Bar on December 1, 2004 and worked on wage
18 and hour class and PAGA cases for the firm.

19 26. Ms. Kacey Cook, was also formerly employed as an attorney by James Hawkins
20 APLC from on or about June 2021 through July 2024. Ms. Cook became a member of the
21 California Bar on June 1, 2021 and worked on wage and hour class action and PAGA cases
22 during her employment.

23 27. Since on or about July 2021, prior to the inception of the filing of this PAGA
24 action through the present, James Hawkins APLC has had to, among other things, expend time
25 on the following: engage in numerous discussions with Plaintiff, conduct comprehensive
26 investigations including but not limited to researching Defendant's structure, business
27 relationship, positions, locations; conduct analysis regarding potential class members within the
28

1 scope of the putative class and potential claims; draft Class Action Complaint and PAGA letter;
2 discussions with Defendant's counsel regarding this matter; draft First Amended Complaint
3 ("FAC") adding PAGA; review arbitration documents produced by Defendant pertaining to
4 Plaintiff; research issues presented; draft requests for dismissal of class action claims and
5 supporting declaration; receive and review rejection; revise request for dismissal, draft
6 declaration from plaintiff in support of request for dismissal of class action claims; discussion
7 with plaintiff regarding the same; prepare joint status conference reports; attend the same;
8 prepare stipulations to continue status conference; discussions re *Viking River Cruises* case and
9 impact on matter; receive and review Defendant's motion to compel arbitration of PAGA claims;
10 research regarding same; discuss non opposition; attend hearing regarding the same; discussion
11 regarding Court's ruling compelling individual PAGA claims to arbitration and stay of
12 representative PAGA claims; discussions with Defendant and Plaintiff regarding mediation and
13 documents and information to be exchanged prior to; review hundreds of pages of records,
14 manuals and data; engage in discussions with Plaintiff in advance of mediation; prepare for
15 mediations; draft mediation brief; participate in a full day mediation; receive and review
16 mediator's proposal; accept the same; engage in numerous discussions with Defendant regarding
17 the specific terms of the Settlement and exchange multiple drafts of the Memorandum of
18 Understanding followed by the exchange of multiple drafts of the PAGA settlement agreement;
19 discussions with Plaintiff regarding settlement agreement; prepare motion for approval and
20 supporting documents. A great amount of time and effort has been expended to properly and
21 comprehensively perform the job required of this case and prepare for all contingencies that may
22 arise, regardless of whether the case settles.

24 28. The attorneys who have worked on this matter are Mr. Hawkins, Ms. Fernandez,
25 Ms. Cook and myself. My hourly rate is \$485, Ms. Fernandez's hourly rate is \$975, Mr.
26 Hawkins' hourly rate is \$1,000, Ms. Smith's hourly rate was \$775 and Ms. Cook's hourly rate
27 was \$450. Since the inception of this matter, prior to filing the Complaint, the total amount of
28 attorney time estimated to have been expended and also estimated to be expended in finalizing

1 this matter is 130 hours (James Hawkins 14 hours, Ms. Fernandez 56 hours, Ms. Smith 5 hours,
2 Ms. Cook 30 hours and Mr. Draper 25 hours) which equates to \$98,100 in total fees.

3 29. Plaintiff's counsel's entitlement to an award of attorneys' fees and costs is
4 warranted on multiple independent grounds. Further, the amount of fees requested falls well
5 within the range of reasonableness under applicable standards. The amount requested constitutes
6 a "percentage of the fund" deemed reasonable in similar wage and hour settlements of this size
7 and approved by California courts. This is not only warranted based on the contingency risk
8 Plaintiff's counsel agreed to incur for the benefit of the State of California and Covered
9 Employees, but also based on the significant results achieved.

10 30. In the course of this litigation, Plaintiff's counsel incurred costs of \$14,312.32
11 through the conclusion of this matter. (A true and correct copy of Plaintiffs counsel's Cost
12 Invoice is attached hereto as Exhibit 3).

13 31. A true and correct copy of the Notice of PAGA Settlement ("Notice") is attached
14 hereto as Exhibit 4. This Notice will be mailed to the Settlement Aggrieved Group along with
15 their individual PAGA payment.
16

17 I declare under the penalty of perjury that the foregoing is true and correct. Executed on
18 December 30, 2024, at Irvine, CA

19 
20 _____
21 Anthony Draper

EXHIBIT 1

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Attorneys for Defendant
KSL ASSOCIATE GROUP, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE, HISTORIC COURTHOUSE

JASMIN CHUA, and on behalf of all
others similarly situated,

Plaintiffs,

v.

KSL ASSOCIATE GROUP, INC. d/b/a
KISCO SENIOR LIVING, a Delaware
Corporation, and DOES 1-10, inclusive,

Defendants.

CASE NO.: CVRI2105259
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Craig Riemer, Dept. 1*

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE**

Complaint Filed: November 17, 2021
Trial Date: Not Yet Assigned

This Joint Stipulation and Settlement Agreement (hereinafter “Settlement,” “Agreement,” or “Settlement Agreement”) is entered into by and between KSL ASSOCIATE GROUP, INC. (“Defendant”) on the one hand, and Plaintiff JASMIN CHUA (“Plaintiff” or “Representative Plaintiff”), on behalf of herself and each member of the Settlement Aggrieved Group, on the other hand, subject to the terms and conditions hereof and the approval of the Court pursuant to California Labor Code section 2699, subdivision (l)(2).

1 **I. SUMMARY OF SETTLEMENT TERMS**

2 Under the terms of this Settlement, Defendant will pay the Gross Settlement Amount of
3 \$315,000.00, without reversion, in exchange for the consideration and subject to the terms and
4 conditions discussed herein. Members of the Settlement Aggrieved Group will not be required
5 to make a claim to receive a Settlement Award. Defendant will not be required to pay anything
6 more than the Gross Settlement Amount.

7 The Parties will seek the Court's approval of this Settlement pursuant to California Labor
8 Code section 2699, subdivision (l)(2). Should the Court not approve this Settlement, the
9 Settlement Agreement shall be deemed null and void *ab initio* and of no force and effect.

10 In exchange for the consideration discussed herein, the State of California and the
11 members of the Settlement Aggrieved Group release the SAG Released Claims by the Settlement.

12 **II. DEFINITIONS**

13 As used in this Settlement Agreement, the following terms shall have the following
14 meanings:

15 1. "Action" means the civil action titled *Jasmin Chua v. KSL Associate Group, Inc.*,
16 pending in Riverside County Superior Court, Case No. CVRI2105259.

17 2. "Approval Date" means the date of entry of the Approval Order.

18 3. "Approval Motion or Stipulation" means the motion or joint stipulation SAG
19 Counsel and Plaintiff will be filing to seek Court approval of this Settlement Agreement per
20 California Labor Code section 2699, subdivision (l)(2).

21 4. "Approval Order" means the Order granting approval of this Settlement and
22 dismissing the Action with prejudice. The Parties' proposed Approval Order is attached as
23 Exhibit "A" hereto.

24 5. "Settlement Administration Costs" means the fees and costs incurred or charged
25 by the Settlement Administrator in connection with the execution of its duties under this
26 Settlement Agreement including, but not limited to: (i) preparing, issuing, mailing and/or
27 monitoring reports, filings, and notices; (ii) computing the amount of the Settlement Awards and
28 any other payments to be made under this Settlement Agreement, and issuing those payments;

(iii) handling inquiries about the calculation of individual Settlement Awards; (iv) establishing and operating a Settlement payment center address and phone number to receive inquiries about the Settlement; and (v) preparing and issuing any tax forms required under the law and/or this Agreement, and preparing and submitting any filings required by any governmental taxing authority or other governmental agency.

6. “Settlement Administrator” means (“Simpluris, Inc.”), the third-party entity that SAG Counsel and Defense Counsel mutually selected to process and administer the terms of this Settlement Agreement.

7. “Complaint” means the First Amended Complaint filed in the Action by Plaintiff, as modified by the Order Re Request For Dismissal of Class Claims Without Prejudice dated June 13, 2022.

8. “Court” means the Riverside County Superior Court, in which the Action is pending, or any other Court with proper jurisdiction over this Action.

9. “Defense Counsel” means Jeffrey R. Thurrell and Bret Martin of FISHER & PHILLIPS LLP.

10. “Effective Date” means the later of the following events: (a) five (5) calendar days after approval is granted by the Court ; or (b) if any appeal, writ or other appellate proceeding opposing this Settlement has been filed, then fourteen (14) days after when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

11. “Final Judgment” or “Judgment” means the judgment entered by the Court pursuant to the terms set forth in this Settlement Agreement, finally and fully giving effect to the terms contained herein. The Parties’ proposed Final Judgment is attached as Exhibit “C” hereto.

12. “Gross Settlement Amount” means the total amount of Three Hundred Fifteen Thousand Dollars and Zero Cents (\$315,000.00) to be paid by Defendant in full satisfaction of the SAG Released Claims and includes all individual Settlement Awards payable to the SAG Members, SAG Counsel’s attorneys’ fees and costs, the Settlement Administration Costs, and the LWDA Payment.

13. “LWDA Payment” means the 75% portion of the Net Settlement Amount which will be paid to the California Labor and Workforce Development Agency (“LWDA”) pursuant to the terms of this Settlement Agreement.

14. “Net Settlement Amount” (“NSA”) means the portion of the Gross Settlement Amount after deducting SAG Counsel’s attorneys’ fees and costs and the Settlement Administration Costs. The NSA will fund (a) the LWDA Payment (75% of the NSA) and (b) the Settlement Awards paid to the SAG Members (25% of the NSA).

15. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 et seq.

16. “Parties” means Plaintiff and Defendant, collectively.

17. “Party” means either Plaintiff or Defendant, individually.

18. “Qualified Settlement Fund Account” means the account into which the Settlement Administrator will transfer the Gross Settlement Amount pursuant to Internal Revenue Code section 1.468B-1.

19. “Released Parties” means (i) Defendant; and (ii) Defendant’s officers, directors, employees, and agents.

20. “SAG Counsel” means James R. Hawkins, Isandra Y. Fernandez, and Anthony Draper of JAMES HAWKINS APLC.

21. “SAG Fund” means the 25% portion of the NSA used to fund the Settlement Awards to the SAG Members.

22. “SAG List” means the list to be provided to the Settlement Administrator, which consists of the following information as pertains to the SAG Members: their first and last names, last-known addresses, social security numbers, and the number of pay periods worked during the SAG Period as a SAG Member.

23. “SAG Member(s)” means all individuals in the Settlement Aggrieved Group.

24. “SAG Period” means the period from November 17, 2020 through December 31, 2023.

25. “SAG Released Claims” means any and all claims to recover civil penalties

pursuant to PAGA for violations of the Labor Code during the SAG Period that were alleged in the LWDA Notice letter that Plaintiff submitted to the LWDA prior to filing this Action and the Complaint in this Action including PAGA penalties premised on violations of Labor Code sections 201, 202, 203, 204, 206, 210, 212, 226, 226.3, 226.7, 227.3, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 1199. The LWDA Notice letter is attached as Exhibit “B” hereto. The release will be effectuated upon entry of the Approval Order.

26. “Settlement Aggrieved Group” (“SAG”) consists of all current and former non-exempt California employees who worked at the Byron Park location at 1700 Tice Valley Blvd., Walnut Creek, California 94595 during the SAG Period and includes Representative Plaintiff.

27. “Settlement Award(s)” means the payments to the SAG Members made from the SAG Fund pursuant to the terms of this Settlement Agreement, which collectively total 25% of the NSA.

III. BACKGROUND

Plaintiff initiated the Action on August 14, 2020 by filing a putative Class Action alleging the following causes of action: (1) Failure to Pay Minimum Wages; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Pay Timely Wages; (5) Failure to Provide Accurate Itemized Wage Statements; and (6) Violation of Business and Professions Code section 17200 et seq. Plaintiff satisfied the administrative exhaustion requirement that is a prerequisite to filing a claim for Civil Penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code section 2699 et seq.] (“PAGA”). On February 18, 2022, Plaintiff filed a First Amended Complaint adding a Seventh Cause of Action for Civil Penalties under PAGA. Plaintiff subsequently filed request to dismiss the class action claims against Defendant without prejudice because Plaintiff signed a binding arbitration agreement releasing such claims. The Court approved dismissal of the class claims on June 13, 2022. Plaintiff thereafter proceeded with a single cause of action for Civil Penalties under PAGA.

The Parties agreed to participate in mediation and in connection with their planned mediation, the Parties informally exchanged documents and information related to the merits of Plaintiff’s claims and Defendant’s defenses, the number of estimated employees in the Settlement

Aggrieved Group during the SAG Period, and the number of estimated pay periods worked by the SAG Members during the SAG Period. On November 9, 2023, the Parties participated in a full-day mediation before Daniel J. Turner, Esq. The Parties were unable to settle at mediation, but negotiations continued with the assistance of the mediator. A mediator's proposal was ultimately accepted by both Parties in March 2024.

SAG Counsel has investigated the facts relating to the claim alleged in the Action and analyzed the legal principles applicable to that claim. Based upon SAG Counsel's investigation and legal evaluation, and taking into account the sharply contested legal and factual issues involved, SAG Counsel's assessment of the uncertainties of complex litigation, and the relative benefits conferred upon the Settlement Aggrieved Group pursuant to this Settlement Agreement, SAG Counsel has concluded that a settlement with Defendant on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interests of Plaintiff and the Settlement Aggrieved Group. In particular, SAG Counsel and Plaintiff understand the risks of the arguments and defenses asserted by Defendant in the Action.

Defendant denied, and continues to deny, the allegations in the Action in their entirety and any and all liability arising out of the conduct alleged in the Complaint. Defendant has asserted defenses to the claim alleged in the Action and has always maintained that it complied at all times with the California Labor Code and the relevant Industrial Welfare Commission Wage Order.

Nevertheless, Defendant has concluded that further defense of the Action would likely be protracted and expensive. Substantial amounts of Defendant's time, energy, and resources have already been expended, and absent this Settlement, will continue to be expended in defense of the claim asserted in this Action. Defendant has therefore agreed to settle in the manner and upon the terms described in this Agreement to put to rest the claim set forth in the Action.

The Parties and their counsel specifically agree that Defendant's agreement to settle this matter is not, and shall not be construed as, an admission of any wrongdoing whatsoever by Defendant.

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1 **IV. SETTLEMENT APPROVAL & IMPLEMENTATION PROCEDURE**

2 **A. Mutual Cooperation**

3 The Parties agree to cooperate fully with each other to accomplish the terms and
4 requirements of this Settlement Agreement, including the execution of such documents and the
5 taking of such other action as may be necessary to implement the terms of this Agreement.

6 **B. Approval Motion or Stipulation**

7 Within 45 calendar days of signing this Settlement Agreement, Plaintiff will file the
8 Approval Motion or Stipulation for Approval, including such papers, pleadings, and evidence as
9 may be required for the Court to approve this Agreement per California Labor Code section 2699,
10 subdivision (1)(2). Defense Counsel shall have a reasonable opportunity to review and comment
11 on that motion or stipulation before it is filed.

12 Thereafter, the Court shall conduct a hearing to determine approval of the Settlement
13 Agreement along with the amounts properly payable for: (i) SAG Counsel's attorneys' fees and
14 costs; (ii) Settlement Administration Costs; (iii) the LWDA Payment; and (iv) the Settlement
15 Awards. Upon approval of the Settlement Agreement by the Court at or after that hearing, the
16 Parties shall present the Approval Order to the Court for entry.

17 If the Settlement fails to be approved or otherwise fails to be consummated for any reason
18 whatsoever, then Defendant retains all rights previously available to it, and the adoption of any
19 procedure herein shall be undone, and the Parties restored to their pre-Settlement status.

20 **C. LWDA Notice**

21 Simultaneously with filing the Approval Motion or Stipulation, SAG Counsel will submit
22 a copy of this Settlement to the LWDA as required by Labor Code section 2699, subdivision
23 (1)(2).

24 **D. Approval Order, Final Judgment, and Continuing Jurisdiction**

25 After entry of the Approval Order, the Court shall have continuing jurisdiction over the
26 Action for purposes of addressing: (i) settlement administration matters; (ii) such post-Approval
27 Order matters as may be appropriate under Court rules or as set forth in this Settlement
28 Agreement; and (iii) ruling on the stipulated request for Final Judgment of the entire Action when

all aspects of the Settlement Agreement have been consummated. Within 10 calendar days of entry of the Approval Order, SAG Counsel will submit a copy thereof to the LWDA as required by Labor Code section 2699, subdivision (l)(3).

E. SAG List and Mailing of Settlement Awards

Following entry of the Approval Order, but before the entry of Final Judgment, the Parties agree that the following procedures shall be followed:

1. No later than 10 calendar days after the date of the entry of the Approval Order, Defendant shall provide the SAG List to the Settlement Administrator.

2. Neither Defendant nor the Settlement Administrator shall provide the identification of SAG Members to the Representative Plaintiff, SAG Counsel, any other SAG Member, or to any other person or entity. However, before the Settlement Administrator sends the Settlement Awards to the SAG Members as outlined below, it will advise the Parties of the total number of SAG Members and the total number of pay periods on the SAG List.

3. If Defendant and the Settlement Administrator determine, based upon further review of available data, that a person previously identified as being a SAG Member should not be so included, or if they identify a person who should have been included as a SAG Member but was not so included, Defendant and the Settlement Administrator shall promptly delete or add such person as appropriate and immediately notify SAG Counsel prior to such deletions or additions (and the reasons therefore).

4. Using the address information contained on the SAG List, the Settlement Administrator shall mail the Settlement Awards to the SAG Members via the United States Postal Service in the amounts and at the time described in section V, below.

5. Any Settlement Awards mailed out to the SAG Members but returned to the Settlement Administrator as non-delivered shall be re-sent to the forwarding addresses affixed thereto. If no forwarding address is provided with a Settlement Award that is returned to the Settlement Administrator as non-delivered, then such Settlement Award will be re-sent by the Settlement Administrator after the address is updated using the following skip-trace procedures: (1) run the SAG List through the United States Postal Service's National Change of Address

1 database; and (2) perform address searches using public and proprietary electronic resources
2 which collect their data from various sources such as utility records, property tax records, motor
3 vehicle registration records, and credit bureaus. Undelivered Settlement Awards will be re-sent
4 within 5 business days after the Settlement Administrator receives notice that the Settlement
5 Award was undeliverable.

6 6. Other than the obligations set forth in this Settlement Agreement, Plaintiff, SAG
7 Counsel, Defendant, Defense Counsel, and the Settlement Administrator shall have no additional
8 obligation to identify or locate any SAG Members or have any liability in connection with the
9 provision of information to the Settlement Administrator or otherwise.

10 **V. SETTLEMENT FUND AND SETTLEMENT AWARD CALCULATION**

11 **A. Gross Settlement Amount**

12 1. Defendant shall pay the Gross Settlement Amount of \$315,000.00 to settle this
13 Action. In no event shall the Gross Settlement Amount exceed that sum. The Gross Settlement
14 Amount is based in part on the following figures applicable to the Settlement Aggrieved Group:
15 approximately 8,142 pay periods (“Affected Pay Periods”) from November 17, 2020 through
16 December 31, 2023. If the actual number of Affected Pay Periods during the SAG Period is more
17 than 10% greater than this number (i.e., if there are more than 8,956.2 Affected Pay Periods
18 during the SAG Period), Defendant shall increase the Gross Settlement Amount in proportion to
19 the increase in Affected Pay Periods over 10% (e.g., if the number of Affected Pay Periods in the
20 SAG Period is 11% greater than 8,142, Defendant will increase the Gross Settlement Amount by
21 1%).

22 2. Deposit. Thirty (30) calendar days after the Effective Date, Defendant shall
23 deliver to the Settlement Administrator the Gross Settlement Amount. Immediately upon receipt
24 by the Settlement Administrator, these funds shall be transferred into a Qualified Settlement Fund
25 Account. No Party shall have any further obligation for any payment under this Settlement
26 Agreement to Plaintiff, the SAG Members, SAG Counsel, or the Settlement Administrator.

27 3. Disbursement by Settlement Administrator. All disbursements hereunder shall be
28 made from the Qualified Settlement Fund Account, and only the Settlement Administrator shall

be authorized to make withdrawals or payments from that account.

4. Payments from the Gross Settlement Amount. Subject to Court approval and for purposes of effectuating this Settlement Agreement, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

(a) SAG Counsel Attorneys' Fees and Costs: SAG Counsel shall make a motion for reasonable attorneys' fees and costs incurred in the Action. The attorneys' fees requested by SAG Counsel shall not exceed 35% of the Gross Settlement Amount, or \$110,250. The costs requested by SAG Counsel shall not exceed \$20,000. This amount will compensate SAG Counsel for work already performed and all remaining work to be performed in the Action.

(i) Defendant and its attorneys agree not to oppose any application or motion by SAG Counsel for their attorneys' fees and costs up to the sums set forth herein, so long as any such application or motion is consistent with the provisions of this Settlement Agreement, and SAG Counsel agrees not to petition the Court for any additional payments for fees, costs, or interest.

(ii) The Settlement Administrator shall pay the attorneys' fees and costs approved by the Court from the Gross Settlement Amount within 10 calendar days after its deposit. Any amounts not approved by the Court in attorneys' fees and costs, up to the amounts set forth herein, shall be added back to the NSA.

(iii) The attorneys' fees and costs approved by the Court shall constitute full satisfaction of Defendant's obligations to pay amounts to any person, attorney, or law firm for attorneys' fees, expenses, or costs incurred in this Action on behalf of Plaintiff and/or the Settlement Aggrieved Group, and shall relieve Defendant from any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Plaintiff and/or the Settlement Aggrieved Group. Plaintiff further agrees that any allocation of fees between or among SAG Counsel and any other attorney representing a plaintiff and/or the Settlement Aggrieved Group shall be the sole responsibility of SAG Counsel, and Plaintiff agrees to hold harmless Defendant from any claim by any other individual, entity, or other third party seeking any additional attorneys' fees or costs.

(iv) An IRS Form 1099 shall be provided to SAG Counsel for the payments made to SAG Counsel. SAG Counsel shall be solely responsible to pay any and all applicable taxes on the payments made to SAG Counsel.

(b) Settlement Administration Costs: up to \$7,000.00. All Settlement Administration Costs shall be paid from the Gross Settlement Amount in an amount not to exceed \$7,000. Any amounts not approved by the Court in Settlement Administration Costs, up to the amount set forth in this paragraph, shall be added back to the NSA. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the Settlement Administration Costs. The Settlement Administrator shall pay itself the Settlement Administration Costs approved by the Court within 10 calendar days after the deposit of the Gross Settlement Amount.

B. Net Settlement Amount; LWDA Payment & Settlement; Formula

1. After the sums described in paragraphs V.A.4.a-c., above, are deducted from the Gross Settlement Amount, the remaining funds shall constitute the Net Settlement Amount. Seventy-five percent of the NSA shall be used to make the LWDA Payment, and the remaining twenty-five percent of the NSA shall constitute the SAG Fund which shall be used to make Settlement Award payments to the SAG Members.

2. The Settlement Administrator shall pay the LWDA Payment from the NSA approved by the Court within 10 calendar days after deposit of the Gross Settlement Amount by Defendant.

3. Solely for purposes of effectuating this Settlement Agreement and in exchange for the release of the SAG Released Claims, SAG Members shall be paid a Settlement Award as follows: each SAG Member will be paid a *pro rata* share of the SAG Fund based on the number of pay periods he or she worked for Defendant during the SAG Period as a SAG Member, divided by the total number of pay periods worked by all SAG Members during the SAG Period.

4. The Settlement Administrator shall be responsible for determining eligibility for, and the amount of, the Settlement Awards to be paid to the SAG Members. Settlement Awards shall be paid and mailed to the SAG Members no later than 10 business days after the deposit of

1 the Gross Settlement Amount.

2 5. The Settlement Awards to the SAG Members shall be treated by all Parties as all
3 penalties, to be reported to the SAG Members on an IRS Form 1099 and shall not be subject to
4 withholdings.

5 6. SAG Members shall be solely and legally responsible to pay any and all applicable
6 taxes on the payments made to them. Defendant makes no representations or warranties regarding
7 the tax consequences or obligations resulting from any payments made to SAG Members.

8 7. All eligibility and Settlement Award determinations shall be based on personnel
9 and payroll data that Defendant will make available as needed to the Settlement Administrator.
10 Any Settlement Awards that are undeliverable to SAG Members, either because the SAG
11 Member cannot be found or if the check sent to a SAG Member is not cashed, or if there is any
12 undistributed residue for any other reason, the unclaimed funds shall be distributed to the
13 California Controller's Unclaimed Property Fund in the name of the SAG Member.

14 8. All checks for Settlement Awards shall remain valid and negotiable for 180 days
15 from the date of their issuance. The Settlement Administrator will include with the checks a letter
16 stating that the check must be cashed or deposited within 180 days. The funds represented by
17 Settlement Award checks returned as undeliverable and those Settlement Award checks
18 remaining uncashed for more than 180 days after issuance shall be retained by the Settlement
19 Administrator. Any amounts from settlement checks that remain uncashed and otherwise
20 unclaimed shall be distributed to the California Controller's Unclaimed Property Fund in the
21 name of the SAG Member . The Parties agree that this disposition results in no "unpaid residue"
22 under California Code of Civil Procedure section 384, as the entire Net Settlement Amount will
23 be paid out to the California Controller's Unclaimed Property Fund and SAG Members.
24 Therefore, Defendant will not be required to pay any interest on said amount.

25 9. The aggregate amount of the Settlement Awards paid to SAG Members shall not
26 under any circumstances exceed the SAG Fund.

27 10. There shall be no right to opt out of the Settlement Aggrieved Group.

28 ///

1 **C. Taxes**

2 1. Withholding and Reporting Requirements. The Settlement Administrator shall be
3 responsible for ensuring that all taxes associated with this Settlement Agreement, if any, are
4 timely paid to the appropriate tax authorities. The Settlement Administrator's responsibilities
5 include the following: (i) filing all federal, state, and local tax deductions; (ii) timely and proper
6 filing of all required federal, state and local forms with the appropriate taxing authorities; and
7 (iii) completing any other steps necessary for compliance with any tax obligations of the
8 Settlement under federal, state, and/or local law, as applicable. To verify the Settlement
9 Administrator's compliance with the foregoing withholding and reporting requirements, as soon
10 as administratively practicable, the Settlement Administrator shall furnish SAG Counsel and
11 Defense Counsel with copies of all forms detailing the payment of taxes sufficient to prove that
12 such payments were properly remitted. The Settlement Administrator shall provide a final
13 accounting declaration adequate to demonstrate full compliance with all duties set forth in this
14 Settlement Agreement, including, but not limited to, tax withholding, payment, and reporting
15 obligations.

16 2. Determination and Payment of Taxes. The Settlement Administrator shall
17 determine the amount of any taxes, if any, to be withheld from each SAG Members' Settlement
18 Award and issue the appropriate IRS Forms to the SAG Members. All such withholdings shall
19 be remitted by the Settlement Administrator to the proper governmental taxing authorities. Each
20 SAG Member shall be responsible for any tax consequences of any funds paid out to him or her
21 pursuant to this Settlement Agreement.

22 3. Circular 230 Disclaimer. Each Party to this Settlement Agreement (for purposes
23 of this paragraph, only, referred to as the "Acknowledging Party"; and each Party to this
24 Settlement Agreement other than the Acknowledging Party, an "Other Party") acknowledges and
25 agrees that (1) no provision of this Settlement Agreement, and no written communication or
26 disclosure between or among the Parties or their attorneys and other advisors, is or was intended
27 to be, nor shall any such communication or disclosure constitute or be construed or be relied
28 upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31

CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

4. Completion of and Report on Settlement Administration. Administration of the Settlement Agreement shall be completed on or before the eleventh business day after the deposit of the Gross Settlement Amount. The Settlement Administrator shall also furnish counsel for the Parties with a report showing the amounts and dates of each payment. Within 10 business days of its completion of administration of the Settlement Agreement, the Settlement Administrator shall provide written certification of such completion and provide proof of payment to Defense Counsel and SAG Counsel in the form of a sworn, executed declaration. The Settlement Administrator shall provide the Parties and the Court with further proof of its compliance with the terms of this Settlement Agreement, upon request.

VI. RELEASES

Pursuant to this Settlement, the State of California, Representative Plaintiff, the SAG Members, and all persons purporting to act on their behalf or purporting to assert a claim under or through them, including, but not limited to their spouses, dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, collective, representative, legal, equitable, direct or indirect, or any other type or in any other capacity fully, finally, and forever settle, compromise, and discharge the Released Parties of the SAG Released Claims. Upon the approval by the Court of this Settlement Agreement and

Defendant's payment of the Gross Settlement Amount, and by operation of the Agreement's terms, and except as to such rights or claims as may be created by this Agreement, all SAG Members fully release and forever discharge the Released Parties from all SAG Released Claims during the SAG Period.

VII. FAILURE OF SETTLEMENT; IMPACT OF APPELLATE REVIEW

A. Invalid without Court Approval

In the event this Settlement Agreement is not approved by the Court, it shall be deemed null and void, of no force and effect, and of no probative or evidentiary value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for any purpose whatsoever. However, in the event the Court initially denies approval of the Settlement Agreement, the Parties will work together in good faith to resubmit appropriate documents and agreements so as to achieve Court approval.

B. Effect of Revocation or Failure of Settlement

In the event that the Settlement does not become final for any reason, this Agreement shall be null and void and any order entered by the Court in furtherance thereof shall be treated as void *ab initio*. In such a case, the Parties shall return to the status quo as if they had not entered into this Settlement Agreement. The Settlement Administrator will be paid in equal parts by Plaintiff and by Defendant for its costs through the date it is notified that the Settlement will not proceed.

C. Impact of Appellate Review

In the event an appeal is filed from any of the Court's Orders, or any other appellate review is sought prior to the Effective Date, administration of the Settlement Agreement shall be stayed pending final resolution of the appeal or other appellate review.

VIII. PARTIES' AUTHORITY

A. Authority

The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to its terms and conditions.

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1 **B. No Signature Required by SAG Members on Settlement Agreement**

2 Because the SAG Members are numerous, it is impossible or impractical to have each
3 member execute this Agreement. The Court's approval of this Agreement shall have the same
4 force and effect as if this Settlement Agreement were executed by each of the SAG Members.

5 **IX. LIMITATIONS ON USE OF THIS AGREEMENT**

6 **A. No Admission of Liability or Wrongdoing**

7 Defendant denies any and all claims alleged in the Complaint and denies all wrongdoing
8 and liability whatsoever. Defendant maintains, among other things, that it has complied at all
9 times with the California Labor Code, relevant Industrial Welfare Commission Wage Order, and
10 all other applicable California and federal law. This Settlement Agreement is not a concession or
11 admission and shall not be used against Defendant as an admission or indication with respect to
12 any claim of any fault, concession, or omission by Defendant. The Parties understand that there
13 are no admissions of liability by Defendant and the Parties shall, in good faith, endeavor to
14 communicate the terms of the Settlement in a manner that is respectful of the fact that no final
15 adjudication of fault was determined by a court or jury.

16 Whether or not the Settlement Agreement is approved by the Court, neither the
17 Agreement, nor any document, statement, proceeding or conduct related to this Agreement, nor
18 any reports or accounts thereof, shall in any event be: (i) construed, offered, or admitted in
19 evidence as, received as, or deemed to be, evidence for any purpose, including, but not limited
20 to, evidence of a presumption, concession, indication or admission by Defendant of any liability,
21 fault, wrongdoing, omission, concession, or damage; or (ii) disclosed or referred to for any
22 purpose, or offered or received in evidence in any further proceeding in this lawsuit, or any other
23 civil, criminal, or administrative action or proceeding against Defendant except for purposes of
24 settling the Action pursuant to this Agreement and for obtaining approval thereof, except that
25 this Agreement may be filed and used in other proceedings, where relevant, to demonstrate the
26 fact of its existence and of this Settlement, including but not limited to, Released Parties filing
27 the Agreement and/or the Approval Order and Final Judgment in any other action that may be
28 brought against them in order to support a defense or counterclaim based on principles of *res*

1 *judicata*, collateral estoppel, release, waiver, or any other theory of claim preclusion, issue
2 preclusion, or similar defense or counterclaim. The limitations set forth in this paragraph do not
3 apply to any use of this Agreement by the Parties to enforce this Settlement following approval
4 by the Court.

5 **B. No Impact on Employee Benefit Plan, Policy or Bonus Program**

6 Defendant states that the amounts paid under this Settlement Agreement will not affect
7 any previously credited hours of service under any employee benefit plan, policy, or bonus
8 program sponsored by Defendant. To the extent permitted by the terms of any plan as exists at
9 the time of the payment, the amounts paid under this Agreement will not form the basis for
10 additional contributions to, benefits under, or any other monetary entitlement under any
11 Defendant employee benefit plans, policies, or bonus programs. Any payments made under the
12 terms of this Agreement shall not be applied retroactively, currently, or on a going forward basis
13 as salary, earnings, wages, bonuses, commissions, or any other form of compensation for the
14 purposes of any Defendant employee benefit plan, policy, or bonus program. Defendant retains
15 the right to modify the language of its employee benefit plans, policies, and bonus programs to
16 effect this intent and to make clear that any amounts paid pursuant to this Agreement are not for
17 “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by
18 applicable plans, policies, and bonus programs for the purpose of eligibility, vesting, benefit
19 accrual or any other purpose, and that additional contributions or benefits are not required by this
20 Agreement. Neither Defendant nor Plaintiff are opining on the terms of any such plan.

21 **C. No Publicity**

22 Plaintiff and SAG Counsel shall not issue, authorize, or contribute to the preparation or
23 dissemination of any press release or any other public statement or advertisement, including but
24 not limited to publishing any information relating to the Agreement on either Parties’ counsel’s
25 website, concerning this Agreement or any of its terms, or sponsor or participate in any press
26 conference, interview, media appearance, or other public discussion concerning this Agreement
27 or any of its terms. If the Parties or their counsel are contacted by the press, media or any industry
28 association, they will respond only that the Action has been amicably resolved to the Parties’

mutual satisfaction. Despite this provision, SAG Counsel can discuss the Resolution with Plaintiff, the Settlement Aggrieved Group, and in disclosures to the Court and LWDA for the purposes of obtaining the approval of this Settlement.

D. Various Proceedings Stayed

The Parties agree to stay all proceedings in the Action, except those proceedings necessary to implement and complete the Settlement, pending the hearing on the Approval Motion.

E. Use of Defendant's Data and Documents

Plaintiff and SAG Counsel agree that none of the documents provided to them by Defendant during the Action shall be used for any purpose other than the Settlement of this Action. Furthermore, should Plaintiff or SAG Counsel possess any originals or copies of Defendant's documents, they agree to destroy or return such originals and copies upon the Effective Date of the Settlement Agreement.

X. MISCELLANEOUS

A. Construction

The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her, or its counsel participated in the drafting of this Settlement Agreement.

B. Captions and Interpretations

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

C. Modification

This Settlement Agreement may not be changed, altered, or modified, except in a writing signed by the Parties hereto and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the

Parties hereto.

D. Integration Clause

This Settlement Agreement and its exhibits constitute the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and the final, complete and exclusive expression of the terms and conditions of their Agreement. Any and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are hereby superseded and merged herein. No rights hereunder may be waived except in writing.

E. Binding on Assigns

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

F. Enforcement

The Parties agree that following entry of the Final Judgment, this Settlement Agreement shall be enforceable by the Court and the Court shall retain exclusive and continuing jurisdiction of this Action over all Parties and the SAG Members to interpret and enforce the terms, conditions, and obligations of the Settlement Agreement. This Agreement may be pleaded or asserted by or on behalf of Defendant as a defense and complete bar to any action or claim that may be brought against or involve Defendant by anyone acting or purporting to act on behalf of Plaintiff and/or the SAG Members with respect to any matters within the scope of this Settlement Agreement and excepting only the obligations of the Parties under this Settlement Agreement.

G. Counterparts

This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties. This Settlement Agreement will become effective on the date when the last person signs and dates it.

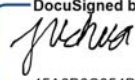
///

///

H. Governing Law

All terms of this Settlement Agreement shall be governed by and interpreted according to the laws of the State of California and the United States of America, where applicable.

DATE: 12/9/2024, 2024

DocuSigned by:

15A0D660054BB403

Jasmin Chua, for herself and the Settlement Aggrieved Group

DATE: 11/19/24, 2024



John Hanna, on behalf of KSL Associate Group, Inc.

APPROVED AS TO FORM

DATE: 12/30/24, 2024

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS
ISANDRA Y. FERNANDEZ
ANTHONY DRAPER
Attorneys for Plaintiff
JASMIN CHUA

DATE: November 21, 2024

FISHER & PHILLIPS LLP

By: 

JEFFREY R. THURRELL
BRET MARTIN
THE-AN HOANG-NGUYEN
Attorneys for Defendant
KSL ASSOCIATE GROUP, INC.

**PROOF OF SERVICE
(CCP §§1013(a) and 2015.5)**

I, the undersigned, am at least 18 years old and not a party to this action. I am employed in the County of San Diego with the law offices of Fisher & Phillips LLP and its business address is 4747 Executive Drive, Suite 1000, San Diego, California 92121.

On November 18, 2024, I served the following document(s) **TITLE** on the person(s) listed below by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

James R. Hawkins
Isandra Fernandez
Anthony Draper
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618

Telephone: (949) 387-7200
Facsimile: (949) 387-6676
E-Mail: James@jameshawkinsaplc.com
isandra@jameshawkinsaplc.com
anthony@jameshawkinsaplc.com
staff@jameshawkinsaplc.com

- ☐ **[by MAIL]** - I enclosed the document(s) in a sealed envelope or package addressed to the person(s) whose address(es) are listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in San Diego California, in a sealed envelope with postage fully prepaid.
- ☐ **[by FAX]** - Based on an agreement of the parties to accept service by fax transmission, I faxed the document(s) to the person(s) at fax number(s) listed above from fax number (858) 597-9601. The fax reported no errors. A copy of the transmission report is attached.
- ☐ **[by OVERNIGHT DELIVERY]** - I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight carrier.
- ☐ **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.
- ☐ **[by PERSONAL SERVICE]** - I delivered the document(s) to the person(s) at the address(es) listed above by (1) (a) personal delivery, or (b) by leaving the documents in an envelope/package with an individual in charge of the office, or (c) by leaving them in a conspicuous place in the office between the hours of 9:00 a.m. and 6:00 p.m., or (2) by messenger – a copy of the Messenger Declaration is attached.

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

Executed November 18, 2024, at San Diego, California.

By: _____
Print Name
Signature

Joint Stipulation of PAGA Settlement - FINAL(52961348.1)

Final Audit Report

2024-11-20

Created:	2024-11-19
By:	Elizabeth Abina (eabina@fisherphillips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVZeo4sb3ulOOFod2aapXHqqKWPv8TXZ

"Joint Stipulation of PAGA Settlement - FINAL(52961348.1)" History

-  Document created by Elizabeth Abina (eabina@fisherphillips.com)
2024-11-19 - 1:20:06 AM GMT
-  Document emailed to John Hanna (john.hanna@kiscosl.com) for signature
2024-11-19 - 1:20:12 AM GMT
-  Email viewed by John Hanna (john.hanna@kiscosl.com)
2024-11-20 - 0:07:21 AM GMT
-  Document e-signed by John Hanna (john.hanna@kiscosl.com)
Signature Date: 2024-11-20 - 0:09:15 AM GMT - Time Source: server
-  Agreement completed.
2024-11-20 - 0:09:15 AM GMT

EXHIBIT 2



2011 NLJ Billing Survey

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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Andrews Kurth	Houston	355										
Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis	527	\$311	\$310	\$595	\$250	\$357	\$345	\$315	\$160	\$228	\$225
Best Best & Krieger	Riverside, CA	195	\$358	\$360	\$575	\$275	\$437	\$420	\$375	\$205	\$265	\$240
Bingham McCutchen	Boston	901										
Briggs and Morgan	Minneapolis	185			\$625	\$325			\$305	\$230		
Broad and Cassel	Orlando	160	\$377	\$350	\$575	\$295	\$435	\$395	\$350	\$180	\$265	\$265
Bryan Cave	St. Louis	908	\$475	\$460	\$795	\$375	\$565	\$553	\$540	\$200	\$356	\$360
Butzel Long	Detroit	176			\$700	\$325	\$440		\$425	\$225	\$274	
Cadwalader, Wickersham & Taft	New York	481										
Carlton Fields	Tampa	270	\$397	\$400	\$815	\$320	\$470	\$470	\$380	\$195	\$262	\$265
Cozen O'Connor	Philadelphia	504	\$439	\$410	\$900	\$305	\$510	\$490	\$550	\$225	\$330	\$330
Day Pitney	Parsippany	324	\$447	\$450	\$960	\$380	\$537	\$525	\$470	\$235	\$317	\$315
Dickinson Wright	Detroit	229			\$600	\$325			\$320	\$200		
Dickstein Shapiro	Washington	335	\$560	\$550	\$1,000	\$540	\$680	\$670	\$545	\$225	\$435	\$465
Dinsmore &	Cincinnati		\$308	\$295	\$630	\$150	\$373	\$370	\$310	\$130	\$217	\$220



2011 NLJ Billing Survey

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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Shohl		407										
DLA Piper	New York	3,348	\$585	\$615	\$1,120	\$530	\$747	\$730	\$730	\$320	\$508	\$510
Dorsey & Whitney	Minneapolis	567	\$426	\$405	\$810	\$295	\$526	\$525	\$465	\$190	\$294	\$275
Duane Morris	Philadelphia	629	\$503	\$500	\$875	\$375	\$575	\$570	\$530	\$225	\$365	\$365
Dykema Gossert	Detroit	333	\$406	\$400	\$665	\$310	\$482	\$485	\$395	\$260	\$309	\$305
Epstein Becker & Green	New York	300	\$428	\$425	\$850	\$350	\$519	\$500	\$550	\$195	\$341	\$325
Fitzpatrick, Cella, Harper & Scinto	New York	168			\$730	\$460		\$525	\$440	\$275		\$325
Ford & Harrison	Atlanta	173										
Fox Rothschild	Philadelphia	450	\$413	\$420	\$725	\$325	\$486	\$483	\$455	\$190	\$297	\$295
Frost Brown Todd	Cincinnati	401	\$296	\$295	\$515	\$205	\$340	\$340	\$265	\$150	\$200	\$200
Gardere Wynne Sewell	Dallas	265	\$435	\$450	\$815	\$380	\$550	\$550	\$500	\$225	\$325	\$320
Gibbons	Newark	199	\$505	\$450	\$725	\$400	\$563	\$505	\$475	\$285	\$380	\$320
Harris Beach	Rochester	176			\$390	\$275			\$260	\$160		
Hiscock & Barclay	Syracuse	174	\$269	\$240	\$750	\$195	\$304	\$265	\$350	\$150	\$207	\$195
Hodgson Russ	Buffalo	199			\$685	\$240	\$378	\$360	\$420	\$180	\$234	\$225
Holland & Knight	Washington	910	\$445	\$455	\$895	\$300	\$530	\$520	\$495	\$175	\$295	\$290



4th Edition Media Company

2011 NLJ Billing Survey

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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Hughes Hubbard & Reed	New York	300	\$633	\$990	\$625	\$828	\$800	\$695	\$270	\$536	\$510
Hunton & Williams	Richmond	855									
Husch Blackwell	St. Louis	551	\$341	\$850	\$225	\$395	\$390	\$425	\$175	\$226	\$210
Jackson Kelly	Charleston, WV	170	\$275	\$505	\$255	\$319	\$325	\$260	\$155	\$208	\$205
Jackson Lewis	White Plains	614									
Kaye Scholer	New York	425	\$661	\$1,080	\$685	\$831	\$835	\$705	\$310	\$519	\$525
Kelley Drye & Warren	New York	321	\$474	\$925	\$480	\$634	\$645	\$595	\$275	\$425	\$420
Knobbe Martens Olson & Bear	Irvine	268	\$439	\$735	\$415	\$525	\$500	\$495	\$295	\$346	\$345
Lane Powell	Seattle	180	\$405	\$645	\$340	\$460	\$450	\$360	\$225	\$295	\$285
Latham & Watkins	New York	1,931									
Lathrop & Gage	Kansas City, MO	281	\$337	\$735	\$275	\$390	\$390	\$410	\$205	\$246	\$245
Lewis, Rice & Fingersh	St. Louis	162	\$275	\$470	\$270			\$320	\$150		
Lowenstein Sandler	Roseland, NJ	249	\$478	\$895	\$435	\$613	\$595	\$660	\$250	\$400	\$390
Manatt, Phelps & Phillips	Los Angeles	322	\$602	\$850	\$540	\$676	\$670	\$550	\$215	\$464	\$500
McElroy, Deutsch,	Morristown, NJ	272	\$245	\$575	\$295	\$350	\$375	\$325	\$185	\$250	\$235



2011 NLJ Billing Survey

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Malveny & Carpenter												
McKenna Long & Aldridge	Atlanta	425	\$472	\$455	\$800	\$405	\$562	\$540	\$510	\$215	\$374	\$375
Michael Best & Friedrich	Milwaukee	208	\$321	\$310	\$650	\$245	\$413		\$310	\$205	\$241	
Miller & Martin	Chattanooga	184	\$313	\$325	\$610	\$240	\$369	\$375	\$275	\$185	\$215	\$215
Nelson Mullins Riley & Scarborough	Columbia, SC	399	\$318	\$310	\$850	\$220	\$412	\$400	\$350	\$170	\$255	\$250
Nexsen Pruet	Columbia, SC	178			\$550	\$235			\$265	\$170		
Orrick, Herrington & Sutcliffe	San Francisco	1,022										
Patton Boggs	Washington	512	\$546	\$540	\$990	\$410	\$659	\$645	\$570	\$240	\$410	\$415
Pepper Hamilton	Philadelphia	459			\$825	\$380	\$557		\$460	\$235	\$344	
Perkins Cole	Seattle	693	\$462		\$875	\$285	\$550	\$545	\$590	\$215	\$368	
Phelps Dunbar	New Orleans	280	\$236	\$225	\$465	\$190	\$281	\$275	\$245	\$150	\$189	\$190
Polsinelli Shughart	Kansas City, MO	466			\$630	\$275			\$335	\$205		
Reed Smith	Pittsburgh	1,449										
Saul Ewing	Philadelphia	220	\$431	\$450	\$750	\$350	\$502	\$490	\$495	\$245	\$326	\$300
Schulte Roth	New York		\$615	\$630	\$935	\$770	\$846	\$840	\$675	\$285	\$608	\$580



2011 NLJ Billing Survey

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[illegible]



2011 NLJ Billing Survey

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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Winstead	Dallas	265	\$406		\$680	\$365	\$477		\$410	\$215	\$301	
Winston & Strawn	Chicago	868	\$557	\$550	\$1,130	\$580	\$713	\$700	\$600	\$350	\$434	\$413
Wyatt, Tarrant & Combs	Louisville	181	\$312	\$350	\$500	\$240	\$325	\$375	\$275	\$180	\$220	\$235

EXHIBIT 3

Matter Billing Detail

Report Date: 12/31/2024
Report Time: 11:20AM
Page: 1 of 3
User ID: R. Hawkins

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 12/31/2024

Client: BEVERAGE005 - Jasmin Chua

Matter: KSL001 - KSL Associate Group Inc. dba Byron Park, a Kisco Community- Jasmin Chua v

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
11/17/2021	FST	First Legal Network - E-file: Complaint for Other Employment - IN #30179004	\$1,629.95		Unbilled				
12/01/2021	CRT	Court Documents- Notice	\$6.00		Unbilled				
12/21/2021	FIL	Filing Fee - 11.17.2021 LWDA Filing Fee	\$75.00		Unbilled				
12/21/2021	POS	Postage - 11.17.2021 Ntc of LWDA Filing to Agent(s) via Certified Mail	\$8.76		Unbilled				
01/03/2022	FST	First Legal Network - process branch same day, service on KSL associate group , E-Filing request to continue case management, request to continue court hearing, proof of service, IN #30185317	\$318.71		Unbilled				
02/18/2022	FST	First Legal Network - E-Filing, ameded complaint, IN#30192286	\$37.30		Unbilled				
04/06/2022	FST	First Legal Network - E-Filing - Request for Dismissal of Class Action IN#30195930	\$78.80		Unbilled				
04/18/2022	CRT	Court Documents - Min. order.	\$1.00		Unbilled				
05/09/2022	ONE	One Legal Services- Declaration iso Mtn to Dismiss- in#04060176	\$16.78		Unbilled				
05/13/2022	CRT	Court Documents - 05.13.22 needed to pull notice off docket	\$3.00		Unbilled				
05/31/2022	CRT	Court Documents - 05.31.22 needed to pull orders off docket	\$2.00		Unbilled				
05/31/2022	FST	First Legal Network- E-Filing: Req for Dismissal of CA, Req for Dismissal of CA IN#30202789	\$74.60		Unbilled				
06/10/2022	CRT	Court Documents - 06.10.22 needed to pull docs off docket	\$9.00		Unbilled				
06/14/2022	CRT	Court Documents - 06.14.22 needed to pull documents off docket	\$17.00		Unbilled				
06/17/2022	CRT	Court Documents- Notice of Court's Ruling and Notice of Return Doc	\$9.00		Unbilled				
07/07/2022	ONE	One Legal Services - Stipulation, proposed order- In#04196133	\$12.87		Unbilled				
07/07/2022	FST	First Legal Network - Filed Joint Report and Stipulation to req IN30205948	\$33.50		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
07/08/2022	ONE	One Legal Services- Stipulation and proposed order- In#04202092	\$37.37		Unbilled				
08/31/2022	CRT	Court Documents - 08.31.22 needed to pull min order off docket	\$1.00		Unbilled				
09/29/2022	CRT	Court Documents - 09.29.22 pulling orders off docket	\$14.50		Unbilled				
10/21/2022	FST	First Legal Network - E-Filing - Declaration of Kacey E Cook in Res IN# 30216387	\$37.30		Unbilled				
11/17/2022	ONE	One Legal Services-Stipulation,Proposed Order - in#04536962	\$16.78		Unbilled				
11/17/2022	ONE	One Legal Services - Declaration of KEC- In#04539507	\$16.78		Unbilled				
11/30/2022	CRT	Court Documents- Minute Orders & Order	\$12.50		Unbilled				
04/10/2023	LRE	Legal Research	\$516.89		Unbilled				
08/23/2023	LRE	Legal Research	\$250.93		Unbilled				
08/31/2023	MED	Mediation Services IN# 606498 CK# 11090	\$5,125.00		Unbilled				
11/21/2023	EXA	Expert Analysis IN#9929 CK#11295	\$5,850.00		Unbilled				
12/31/2024	FIL	Filing Fee - 12/31/2024 Wrap up costs	\$100.00		Unbilled				
Total:			\$14,312.32	\$0.00					
Balance:			\$14,312.32						

Matter Billing Detail

Report Date: 12/31/2024

Report Time: 11:20AM

Page: 3 of 3

User ID: R. Hawkins

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----		\$14,312.32							
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

EXHIBIT 4

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

NOTICE OF PAGA SETTLEMENT

Jasmin Chua v. KSL Associate Group, Inc.

Superior Court of California, County of Riverside, Case No. CVRI2105259

PLEASE READ THIS NOTICE

Enclosed is your payment from the settlement of the lawsuit entitled *Jasmin Chua v. KSL Associate Group, Inc.* (Riverside County Superior Court, Case No. CVRI2105259). The lawsuit was filed by a former employee, Jasmin Chua (“Plaintiff”), against the named defendant KSL Associate Group, Inc. (“Defendant”), pursuant to the California Private Attorneys General Act of 2004, codified at California Labor Code section 2698 et seq. (called “PAGA”).

Plaintiff alleges she and other non-exempt employees of Defendant in California during the PAGA Period (as defined below) were subjected to various Labor Code violations. Defendant denied and continues to deny all allegations and liability. However, to avoid further time and expense of protracted and uncertain litigation, Plaintiff and Defendant have agreed to settle the lawsuit.

The Court approved the Settlement on [DATE]. On the date the Court enters the Order approving the Settlement, and payment of all funds due under the Settlement are made, the Labor and Workforce Development Agency (“LWDA”) and the Settlement Aggrieved Group (“SAG”) (as defined below), including Plaintiff, fully release and forever discharge the Released Parties (as defined below) from any and all SAG Released Claims (as defined below).

““ Settlement Aggrieved Group” means all current and former non-exempt California employees who worked at the Byron Park location at 1700 Tice Valley Blvd., Walnut Creek, California 94595 during the PAGA Period.

The “PAGA Period” resolved by the Settlement is November 17, 2020, to December 31, 2023.

“SAG Released Claims” means that as part of the Settlement, you will be releasing claims for civil penalties that arose during the PAGA Period based on the facts and violations alleged in the pre-litigation notice letter that Plaintiff submitted to the Labor and Workforce Development Agency (“LWDA”) and in the “First Amended Complaint” Plaintiff filed in court, including PAGA penalties premised on violations of Labor Code sections 201, 202, 203, 204, 206, 210, 212, 226, 226.3, 226.7, 227.3, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 1199.

“Released Parties” are Defendant and Defendant’s officers, directors, employees, and agents.

The Gross Settlement Amount is the maximum total payment under the Settlement. The Gross Settlement Amount is \$315,000.00. This sum is comprised of PAGA Counsel attorneys' fees of \$110,250.00; reimbursement of PAGA Counsel's litigation costs of \$14,312.32 ; settlement administration costs of \$7,000; and the remainder as PAGA Penalties. The PAGA Penalties are comprised of the LWDA Payment and the Individual PAGA Payments to Aggrieved Employees. \$137,578.26 or 75% of the PAGA Penalties, will be paid to the LWDA in accordance with the PAGA. \$45,859.42 or 25% of the PAGA Penalties, will be allocated as the Net Settlement Amount, to be paid to the Aggrieved Employees as Individual PAGA Payments, which will be calculated on a pro rata basis, based on the number of each Aggrieved Employee's pay periods worked during the PAGA Period.

Based on Defendant's records, you worked [NUMBER OF PAY PERIODS] pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is 8,142.

The enclosed check represents your share based upon the number of pay periods you worked during the PAGA Period.

An IRS 1099 Form is enclosed. You will be solely responsible for paying federal, state, or local taxes, if any, on the amount of your check.

Your enclosed check is valid for 180 days from the date of its issuance. **It is strongly recommended that you cash or deposit this check immediately.** After that date, you cannot cash the check and it will be null and void and the amount forwarded to the State of California Controller's Office Unclaimed Property Division for further handling.

Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the above-entitled lawsuit as defined above under "SAG Released Claims," including all claims set forth in the release of claims described above.

If the check is lost or misplaced, please contact the Settlement Administrator immediately at [xxx-xxx-xxxx]. If you have any questions about your check, please contact the [insert administrator information].