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on behalf of himself and all others similarly situated  
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF MONTEREY**

12 CESAR RODRIGUEZ VINALAY, on  
13 behalf of himself and all others similarly  
situated,

14 Plaintiff,

15 vs.

16 RESTAURANT PACIFIC GROUP, LLC, a  
17 California Limited Liability company, and  
DOES 1-50, inclusive ,

18 Defendants.  
19  
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Case No. 22CV000486  
ASSIGNED FOR ALL PURPOSES TO:  
Judge: Thomas W. Mills  
Dept.: 15  
Class Action

**DECLARATION OF JAMES R. HAWKINS IN  
SUPPORT OF FINAL APPROVAL MOTION**

Date: June 28, 2024  
Time: 8:30 p.m.  
Dept.: 15

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**DECLARATION OF JAMES R. HAWKINS**

I, JAMES R. HAWKINS, declare as follows:

1. I am an individual over the age of 18. I am a partner at the Law Firm of James Hawkins APLC. I am one of the attorneys of record for Plaintiff Cesar Rodriguez Vinalay. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. On February 18, 2022, Plaintiff Cesar Rodriguez Vinalay initiated this action styled *Cesar Rodriguez Vinalay v. Restaurant Pacific Group, LLC (Monterey County Case No. 22CV000486)*. On the same date Plaintiff provided notice to the Labor and Workforce Development Agency (“LWDA”) and the Defendant of his intent to seek civil penalties against Defendant for alleged Labor Code violations, pursuant to Labor Code Section 2699 *et seq.* The Complaint asserted causes of action for; (1) failure to pay all lawful wages; (2) failure to provide lawful meal and rest periods or compensation in lieu thereof; (3) failure to reimburse employee expenses; (4) failure to timely pay all wages owed during employment and at the termination of employment; (5) failure to comply with itemized wage statement provisions; (6) violations of the unfair competition law (Bus. & Prof. Code § 17200 *et seq.*). On April 26, 2022, Plaintiff filed a First Amended Complaint (“FAC”), adding a claim for violations of the Private Attorney General Act (Labor Code § 2699 *et seq.*). The FAC is the operative pleading (the “Action”).

3. Through formal and informal discovery, Plaintiffs and Defendant have exchanged extensive documents and information related to the claims asserted. Plaintiff propounded written discovery but, in an effort, to focus on resolution, the Parties agreed on exchanging informal discovery. The named Defendant produced timecard and payroll records, and reports related to putative class members. The timekeeping and payroll data was submitted to an expert, Berger Consulting Group, Inc, for extensive analysis. This discovery and analysis resulted in the parties having a clear view of the strengths and weaknesses of their respective cases.

4. After conducting formal and informal discovery, exchanging relevant information and engaging in numerous discussions regarding the claims alleged, on September 27, 2022, the Parties participated in a private mediation with the Honorable Leo Wagner (Ret.), an experienced

1 wage and hour class action mediator. During the course of the mediation, the Parties exchanged  
2 further information and documentation concerning Plaintiff's claims and Defendant's defenses  
3 thereto, and aggressively advocated for their respective positions but were unable to reach a  
4 resolution.

5 5. Over the next several months the Parties, with the assistance of the mediator,  
6 continued discussions to resolve the matter, culminating in a mediator's proposal. On February  
7 13, 2023, the Parties accepted the mediator's proposal. The Parties executed the Joint Stipulation  
8 of Class Action Settlement ("Settlement Agreement" or "Settlement") on May 22, 2023, and  
9 which the court preliminarily approved on December 8, 2023. The Parties now seek the Court's  
10 final approval of this Settlement Agreement (See **Exhibit 1**- "Settlement Agreement" attached  
11 hereto and incorporated by reference).

12 6. The predominant claims in this action arise from alleged violations of California  
13 law with respect to hours worked, meal breaks and rest breaks. Specifically, the claim for failure  
14 to pay wages for all hours worked is based on allegations that Plaintiffs and Class Members were  
15 required to engage in pre and post shift work duties. They were not paid for this "off the clock"  
16 work and thus were not paid all lawful wages owed including overtime and/or minimum wage.  
17 Plaintiffs further allege that they were required to work through meal and rest breaks and were  
18 not compensated for that time.

19 7. Defendant adamantly disputes Plaintiff's claim and asserts that: (i) employees  
20 were not required to work "off the clock" and (ii) Plaintiffs have no evidence of any "off the  
21 clock" work. Defendant further contends that this claim would be difficult to certify given the  
22 predominance of individualized inquiries that would be necessary to obtain certification.

23 8. The meal period violation claim is based primarily on allegations that Defendant  
24 failed to provide an uninterrupted thirty (30) minute meal break by the end of the fifth hour and  
25 failed to pay putative Class Members, one hour of pay at their regular rate of compensation for  
26 each workday that a meal period was not lawfully provided. Specifically, due to their work  
27 requirements and Defendant's policies and practices, Plaintiff alleges that they and Class  
28 Members routinely worked in excess of five hours without being provided a compliant thirty-

1 minute meal break and were not compensated one (1) hour of pay at their regular rate of  
2 compensation for each workday that a lawful meal break was not provided.

3 9. Similarly, with respect to the rest break claim, Plaintiff and Class Members were  
4 not provided a net 10-minute rest break and were not compensated one (1) hour of pay at their  
5 regular rate of compensation for each workday that a lawful rest period was not provided.

6 10. Defendant disputes Plaintiff's meal and rest break claims and contends that: (i)  
7 Class Members were allowed to take 30-minute meal breaks (ii) were allowed ten-minute rest  
8 periods; and (iii) regularly took lawful meal and rest breaks. Defendant also disputes the propriety  
9 of certification in this case and contends that its policies and practices concerning the claims  
10 asserted in this lawsuit are compliant with California law. Defendant has also denied and  
11 continues to deny that the lawsuit is appropriate for class treatment for any purpose other than for  
12 settlement.

13 11. As thoroughly discussed in Plaintiff's motion for preliminary approval, Plaintiff's  
14 counsels' estimated range of maximum potential liability is \$141,040 to \$319,314 that may be  
15 owed to the putative class, assuming Plaintiff and the Class were able to obtain an order certifying  
16 the class and were also able to fully prove all their claims. Similarly, Plaintiff estimated a  
17 maximum potential liability of \$101,000 for the PAGA claim that may be owed to the Aggrieved  
18 Employees.

19 12. Through their counsel, Plaintiff took into consideration the significant risk that  
20 class certification could be denied on the central claims, or that a merits decision on the central  
21 claims would not favor the Class. Plaintiff considered the expense and length of continued  
22 proceedings necessary to continue the Action against Defendant through trial and any possible  
23 appeals along with Defendant's financial position. Thus, the settlement for Settlement Class  
24 members is fair, reasonable, and adequate, given the inherent risk of litigation, the risk relative to  
25 class certification and the costs of pursuing such litigation.

26 13. Class Counsel also has considerable experience and has demonstrated competence  
27 with litigating wage and hour class actions and all facets of litigation in state and federal court,  
28 including discovery, law and motion, trial, appeals, arbitration and mediation. Class Counsel have

1 litigated numerous class actions on behalf of plaintiffs and have been lead counsel or otherwise  
2 exercised significant case handling responsibilities in numerous cases resulting in millions of  
3 dollars in class action settlements.

4 14. Class Counsel have represented, mediated and settled many other employee class  
5 actions in wage and hour litigation. In 2007, I incorporated my wage and hour class action  
6 practice as James Hawkins, APLC, and the Court has preliminarily approved my firm as Class  
7 Counsel in this matter. Since its inception, this law firm has been exclusively involved in class  
8 actions and complex litigation. Our office is litigating at least 60 other class actions.

9 15. Since 2002, I have been lead or co-lead counsel in all of the cases listed below,  
10 along with many others. Plaintiffs' counsel has been certified and approved as Class Counsel in  
11 other wage/hour class actions including: Mancel v. United Parcel Service, Inc. dba UPS, LASC  
12 No. BC 325902 [Wage and Hour Class Action]; Acosta v. Fleetwood Travel Trailers of  
13 California, Inc., et al., RSC, No. RIC 440630 [Wage and Hour Class Action]; Adame v. Pacific  
14 Messenger Service, Inc., OCSC No. 05CC00013 [Wage and Hour Class Action]; Chandler v. Mi  
15 Piacce, LLP, et al., LASC No. BC 337780 [Wage and Hour Class Action]; Defries v. Domain  
16 Restaurants, et al., OCSC No. 05CC00128 [Wage and Hour Class Action]; Denton v. BLB  
17 Enterprises, Inc., et al., OCSC No. 07CC01292 [Wage and Hour Class Action]; Maciel v. Orkin  
18 Exterminating Company, Inc., LASC No. BC 357911 [Wage and Hour Class Action]; Martinez v.  
19 Securitas Security Services USA, et al., SCSC No. 105-CV047499, et al. J.C.C.P. No. 4460  
20 [Wage and Hour Class Action]; Martinez v. Saint-Gobain Containers, USDC CD Cal. No. SA  
21 CV06-00690-CJC [Wage and Hour Class Action]; McMurray v. Dave and Busters, Inc., OCSC  
22 No. 06CC00099 [Wage and Hour Class Action]; Osuna v. DFG Restaurants, Inc., et al., LASC  
23 No. BC330145 [Wage and Hour Class Action]; Padron v. Universal Protection Service, OCSC  
24 No. 05CC00013 [Wage and Hour Class Action]; Ortiz v. Kmart, USDC CD Cal. No. SACV 06-  
25 638 ODW (Anx) [Wage and Hour Class Action]; Willems v. Diedrich Coffee, Inc., OCSC No.  
26 07CC00015, and numerous others.

27 16. Class Counsel commands a high hourly rate due to our success in overtime, meal  
28 and rest period, expense reimbursement, misclassification, vacation pay, and various other wage

1 and hour class actions, and we take pride in being held in very high regard by the legal  
2 community.

3 17. James Hawkins APLC is a boutique law firm that specializes in wage and hour  
4 class actions and is primarily comprised of several seasoned attorneys and staff. While this matter  
5 did not conclusively preclude other employment, it did impact our ability to take on other cases.  
6 The hourly rates for the attorneys who worked on this case, Isandra Fernandez, Lance Dacre,  
7 Kacey Cook, Anthony Draper, and myself are hourly rates charged by other firms that handle  
8 complex litigation in California. Numerous California firms provided their hourly billing rates in  
9 connection with a survey conducted by the National Law Journal. Of these California law firms,  
10 ten regularly charge hourly rates of \$660, \$795, \$850, and even \$980 per hour. (A true and  
11 correct copy of this National Law Journal 2011 survey is attached hereto as **Exhibit 2**).

12 18. Ms. Fernandez, my co-counsel on this matter, has been a member of the Florida  
13 Bar since January 1996 and member of the California Bar since August 2002. Ms. Fernandez has  
14 specialized in employment related litigation including complex wage and hour civil litigation  
15 since 2003. Ms. Fernandez has been, and currently is, co-counsel in over 60 wage and hour class  
16 action litigations for our firm and has produced excellent results for this firm's clients in the wage  
17 and hour class actions. Mr. Dacre joined the law firm on February 7, 2022. He has been a member  
18 of the California bar since November 1997. His experience has been in both criminal and civil  
19 litigation. Ms. Whitson, a paralegal who worked on this matter, has worked for my firm since  
20 2002. She assists the attorneys in managing client cases, such as attending client meetings, taking  
21 notes, reviewing documents, managing the file, and filing documents.

22 19. Ms. Cook, an associate who worked on this matter, has been a member of the  
23 California Bar since June 2021 and involved in class action litigation since 2019. Prior to joining  
24 our firm, she participated in litigating mass tort cases, including California wildfire and mudslide  
25 cases. Ms. Cook is currently working on over 40 wage and hour class action litigations for our  
26 firm. Mr. Draper, an associate attorney who worked on this matter, has been a member of the  
27 California Bar since June 2022 and involved in class action litigation since 2021. Mr. Draper is  
28 currently working on over 40 wage and hour class action litigations for our firm.

1           20.     The Enhancement Payment is intended to compensate named Plaintiff Cesar  
2 Rodriguez Vinalay as the Class Representative for his willingness to accept the responsibility of  
3 representing the interests of all Class Members. The purpose is to provide an incentive payment,  
4 taking into consideration the risks, time, and effort expended by their coming forward to provide  
5 invaluable information and to litigate this matter on behalf of all Class Members. The  
6 Enhancement Payment is also in consideration for executing a general release of all his claims  
7 against Defendant. Plaintiff also risked being liable for defendant's costs if this case had been  
8 unsuccessful. Plaintiff further risked this lawsuit having a negative impact on future employment  
9 opportunities, as prospective employers may be less inclined to hire an employee who has served  
10 as a class representative.

11           21.     Class Counsel represented the class members in this matter and have borne the  
12 entire risk and costs of litigation on a pure contingency basis. To date, Class Counsel have not  
13 received any compensation but have expended litigation costs on behalf of the class. Class action  
14 contingency cases are inherently risky. Upon retention, Class Counsel makes a commitment to  
15 litigate the case through trial. These types of cases can take years, hundreds of hours of work and  
16 cost an enormous amount of money; these risks are known upon retention. The risks involved  
17 coupled with the contingency basis of this case further support Class Counsel's request for  
18 attorneys' fees and costs.

19           22.     Since on or about June, 2021, prior to the inception of the filing of this lawsuit on  
20 February 18, 2022, through the present, James Hawkins APLC has had to, among other things,  
21 expend time on the following: numerous discussions with client; conducting comprehensive  
22 investigations including but not limited to researching Defendants' structures, positions,  
23 locations; conduct research and analysis regarding potential class members within the scope of  
24 the putative class and potential claims; draft Complaint and PAGA letter to the LWDA; draft First  
25 Amended Complaint; review answers to complaint; discussions with defense counsel; prepare  
26 joint status conference reports; attend the same; engage in formal and informal discovery; stay  
27 abreast of developments in case law; review hundreds of pages of records, manuals and data;  
28 review documents produced in advance of mediation, engage in discussions; prepare for

1 mediation; draft mediation briefs; participate in full day mediations; engage in post mediation  
2 discussions; engage in numerous discussions with Defendant regarding the specific terms of the  
3 Settlement and exchange multiple drafts of the settlement agreement; prepare motion for  
4 preliminary approval and supporting documents; draft class notice; prepare for preliminary  
5 approval hearing, research issues presented; review minute order granting preliminary approval;  
6 draft order granting preliminary approval; draft correspondence and discussions with settlement  
7 administrator re: notice documents; discussions with settlement administrator and defense  
8 regarding class data and potential impact on settlement amount; discussions with defendants and  
9 settlement administration regarding final approval; prepare final approval moving papers; take all  
10 actions to finalize a settlement through the final approval phases and beyond. A great amount of  
11 time and effort has been expended to properly and comprehensively perform the job required of  
12 this case and prepare for all contingencies that may arise, regardless of whether the case settles  
13 regardless of whether the case settles and allows us to determine the strengths and weaknesses of  
14 the claims. The tasks and work performed by Class Counsel were reasonable and necessary to the  
15 prosecution of this case and justified, particularly in light of the result achieved.

16 23. The attorneys who have worked on this matter are Ms. Fernandez, Mr. Dacre, Ms.  
17 Cook, Mr. Draper, and me. My hourly rate is \$950, Ms. Fernandez's hourly rate is \$900, Mr.  
18 Dacre's hourly rate is \$850, Ms. Cook's hourly rate is \$475, and Mr. Draper's hourly rate is \$475.  
19 Since the inception of this matter, prior to filing the Complaint, the total amount of attorney time  
20 and paralegal time estimated to have been expended and also estimated to be expended in  
21 finalizing this matter is 181.3 (James Hawkins 10 hours, Ms. Fernandez 80 hours, Mr. Dacre 64.3  
22 hours, Kacey Cook 2 hours, and Anthony Draper 25 hours) which equates to \$148,980 in fees.  
23 Class Counsel does not have a fee-splitting arrangement in this matter.

24 24. Here, the parties' contractual agreement to pay counsel's attorneys' fees is  
25 reasonable. My firm has been the only counsel to represent Plaintiffs and the Class Members in  
26 this matter, and we have borne the entire risk and cost of this litigation on a pure contingency  
27 basis. To date, Class Counsel has not received any compensation and expended litigation costs on  
28 behalf of the class. Class action contingency cases are inherently risky. Upon retention, Class

1 Counsel makes a commitment to litigate the case through trial. These types of cases can take  
2 years, hundreds of hours of work and cost an enormous amount of money; these risks are known  
3 upon retention. The risks involved coupled with the contingency basis of this case further support  
4 Class Counsels' request for attorneys' fees and costs.

5 25. Class Counsel's costs in this litigation are \$11,220.97 (A true and correct copy of  
6 Class Counsel's cost invoice is attached hereto as **Exhibit 3**.)

7 26. On May 28, 2024, notice was provided to the LWDA of the Order Granting  
8 Preliminary Approval and of the Order Continuing the Final Approval Hearing (See **Exhibit 4**  
9 "LWDA Notice of Preliminary Approval" attached hereto and incorporated by reference).

10  
11 I declare under penalty of perjury under the laws of the state of California that the  
12 foregoing is true and correct. Executed this 3<sup>rd</sup> day of June 2024, in Irvine, California

13  
14   
James R. Hawkins, Esq.

## **EXHIBIT 1**

James R. Hawkins (SBN 192925)  
 Isandra Fernandez (SBN220482)  
 Lance Dacre (SBN190305)  
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 CESAR RODRIGUEZ VINLAY on behalf  
 of himself and all others similarly situated

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Attorneys for Defendant  
 RESTAURANT PACIFIC GROUP, LLC

## SUPERIOR COURT OF CALIFORNIA

### COUNTY OF MONTEREY

CESAR RODRIGUEZ VINLAY on  
 behalf of himself and all others similarly  
 situated,

Plaintiff,

v.

RESTAURANT PACIFIC GROUP, LLC, a  
 California limited liability company; and  
 DOES 1 through 50, inclusive,

Defendants.

Case No. 22CV000486

### **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

Complaint Filed: February 18, 2022  
 FAC Filed: April 26, 2022  
 Trial Date: Not Set

### **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

This Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement”) is made  
 and entered into by and between Plaintiff Cesar Rodriguez Vinalay (“Plaintiff”) and Defendant

1 Restaurant Pacific Group, LLC (“Defendant”). Plaintiff and Defendant are collectively referred  
2 to as the “Parties” or a “Party”.

### 3 DEFINITIONS

4 The following definitions are applicable to this Agreement. Definitions contained  
5 elsewhere in this Agreement shall also be effective:

6 1. “Action” means *Cesar Rodriguez Vinalay v. Restaurant Pacific Group, LLC, et*  
7 *al.*, Monterey County Case No. 22CV000486 (filed on February 18, 2022, and amended on  
8 April 26, 2022) and all pleadings filed therein, including the operative pleadings.

9 2. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class  
10 Action Settlement.

11 3. “Aggrieved Employees” means all current and former non-exempt employees of  
12 Defendant who worked for Defendant in the State of California at any time from February 18,  
13 2021, through August 13, 2021. Defendant’s records indicate that there are approximately 123  
14 Aggrieved Employees. Defendant represents that the Aggrieved Employees worked  
15 approximately 1,010 pay periods during the Class Period.

16 4. “Class” or “Class Member(s)” mean all current and former non-exempt  
17 employees of Defendant who worked for Defendant in the State of California at any time from  
18 February 18, 2018 through August 13, 2021. Defendant’s records indicate that there are  
19 approximately 315 Class Members. Defendant represents that the Class Members worked  
20 approximately 12,756 workweeks during the Class Period.

21 5. “Class Counsel” means James R. Hawkins, Isandra Fernandez, and Lance Dacre  
22 of James Hawkins APLC.

23 6. “Class Counsel Award” means such award of fees and costs and expenses as the  
24 Court may authorize to be paid to Class Counsel for the services they have rendered and will  
25 render to Plaintiff and the Class in the Action. Defendant agrees not to oppose Class Counsel  
26 Award not to exceed one-third of the Gross Settlement Amount (\$275,000.00), *i.e.*, the sum of  
27 Ninety-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$91,666.66), and  
28 litigation costs in the amount of up to Fifteen Thousand Dollars (\$15,000.00), subject to the

1 Court finally approving this Settlement. Any portion of the Class Counsel Award not awarded  
2 to Class Counsel shall be added to the Net Settlement Amount and shall be distributed to Class  
3 Members as provided in this Agreement.

4 7. "Class List and Data" means information regarding all Class Members that  
5 Defendant will diligently and in good faith compile from its records and provide to the  
6 Settlement Administrator after Preliminary Approval of this Settlement. The Class List shall be  
7 formatted as a Microsoft Office Excel spreadsheet and shall include: each Class Member's full  
8 name, most recent mailing address, employee number, Social Security number, hire date,  
9 separation date (if applicable), the estimated number of workweeks worked by each Class  
10 Member during the Class Period, and the number of pay periods worked by each Aggrieved  
11 Employee during the PAGA Period.

12 8. "Class Period" means the period from February 18, 2018, through August 13,  
13 2021.

14 9. "Class Representative" means Plaintiff Cesar Rodriguez Vinalay.

15 10. "Class Representative Enhancement Payment" means the amount that the Court  
16 authorizes to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payment, in  
17 recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action and in  
18 consideration for providing a general release of all claims and a waiver under Civil Code § 1542.  
19 Subject to the Court granting final approval, the Parties agree that Plaintiff shall be paid up to  
20 Five Thousand Dollars (\$5,000.00) from the Gross Settlement Amount for Plaintiff's Class  
21 Representative Enhancement Payment.

22 11. "Counsel for Defendant" or "Defense Counsel" means Christopher E. Panetta  
23 and Marco A. Lucido of the law firm of Fenton & Keller.

24 12. "Court" means the Superior Court for the State of California, County of Monterey,  
25 or any other court taking jurisdiction of the Action.

26 13. "Defendant" means Defendant Restaurant Pacific Group, LLC, including its  
27 predecessors, if any, as well as each of its respective predecessors, successors, and all former,  
28 current, related organizations, companies, divisions, subsidiaries, affiliates, insurers, and

1 parents, and collectively, their respective former, current and future owners, directors, officers,  
2 employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors,  
3 administrators, beneficiaries, insurers, and trustees.

4 14. "Effective Date" means: (a) the date when the Final Approval Order is signed,  
5 if there are no objections, or if an objection is withdrawn prior to the Final Approval hearing,  
6 or (b) in the event there are objectors, sixty (60) days after service of notice of entry of the  
7 Final Approval Order and Judgment on the Parties and all objectors to the Settlement without  
8 any appeals or request for review being taken, or orders affirming said Final Approval Order  
9 and Judgment or denying review after exhaustion of all appellate remedies, if appeals or  
10 requests for review have been taken.

11 15. "Final Approval" means that the Final Approval Order and Judgment have been  
12 entered by the Court.

13 16. "Gross Settlement Amount" means the all-inclusive maximum settlement amount  
14 of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) to be paid by Defendant as a  
15 result of this Stipulation. The Gross Settlement Amount includes all Individual Settlement  
16 Payments to Participating Class Members, Class Representative Enhancement Payment to  
17 Plaintiff, Settlement Administration Costs to the Settlement Administrator, PAGA Payment, and  
18 Class Counsel Award. The Gross Settlement Amount shall also include any interest that accrues  
19 in the escrow account created by the Settlement Administrator.

20 17. "Individual Settlement Payment" means the amount payable from the Net  
21 Settlement Amount to each Participating Class Member and the amount payable from the PAGA  
22 Payment to each Aggrieved Employee.

23 18. "Net Settlement Amount" means the balance of the Gross Settlement Amount  
24 remaining after deduction of the approved Class Representative Enhancement Payment,  
25 Settlement Administration Costs, the PAGA Payment, and Class Counsel Award. The entire  
26 Net Settlement Amount is the maximum amount that will be available for distribution to  
27 Participating Class Members.

28 //

1           19. “Notice of Objection” means a Class Member’s valid and timely written objection  
2 to the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector’s full  
3 name, address, and telephone number; (b) a written statement of basis for the objection; and (c)  
4 the objector’s signature. The objector may include any copies of papers, briefs, or documents  
5 upon which the objection is based. The Notice of Objection must be returned by mail or fax to  
6 the Settlement Administrator at the specified address/facsimile indicated in the Notice Packet  
7 and be postmarked by the Response Deadline.

8           20. “Notice Packet” means the Notice of Proposed Class Action Settlement,  
9 substantially in the form attached as Exhibit A.

10           21. “PAGA Payment” means the portion of the Gross Settlement Amount that the  
11 Parties have agreed will be allocated to resolve all claims and remedies under the Labor Code  
12 Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, “PAGA”). The amount  
13 of the PAGA Payment is subject to Court approval pursuant to California Labor Code § 2699(l).  
14 The Parties have agreed that Ten Thousand Dollars (\$10,000.00) of the Gross Settlement  
15 Amount shall be allocated to the resolution of any Aggrieved Employees’ claims arising under  
16 PAGA. Pursuant to the PAGA, 75% of the PAGA Payment, *i.e.*, the sum of Seven Thousand  
17 Five Hundred Dollars (\$7,500.00), shall be paid to the California Labor and Workforce  
18 Development Agency (“LWDA”), and 25% of the PAGA Payment, *i.e.*, the sum of Two  
19 Thousand Five Hundred Dollars (\$2,500.00), shall be distributed to Aggrieved Employees  
20 pursuant to Paragraph 44.

21           22. “PAGA Period” means the period from February 18, 2021, through August 13,  
22 2021.

23           23. “Parties” means Plaintiff, on behalf of himself and the Class, and Defendant  
24 collectively.

25           24. “Participating Class Members” means all Class Members who do not submit valid  
26 and timely Requests for Exclusion. Participating Class Members does not include Aggrieved  
27 Employees.

28           25. “Plaintiff” means Plaintiff Cesar Rodriguez Vinalay.

1           26. “Preliminary Approval” means the Court’s order granting preliminary approval of  
2 the Settlement.

3           27. “Released Class Claims” means all claims that were alleged in the operative  
4 complaint of the Action and any claims that could have been alleged based on the facts as  
5 alleged in the operative complaints of the Action.

6           28. “Released Claims Period” means the period from February 18, 2018, through  
7 August 13, 2021.

8           29. “Released PAGA Claims” means all claims under the Private Attorneys General  
9 Act that were alleged in the operative complaint in the Action and any claims that could have  
10 been alleged based on the facts as alleged in the operative complaint in the Action.

11           30. “Released Parties” means Defendant Restaurant Pacific Group, LLC and any of  
12 its past and present affiliated entities, parents, subsidiaries, owners, officers, shareholders,  
13 executives, managers, and employees.

14           31. “Request for Exclusion” means a timely written letter submitted by a Class  
15 Member indicating a request to be excluded from/opt out of the Settlement. The Request for  
16 Exclusion must: (a) state that the Class Member does not wish to be included in the Settlement;  
17 (b) set forth the name, address, and telephone number of the Class Member requesting exclusion;  
18 and (c) be signed by the Class Member. The Request for Exclusion must be returned by mail or  
19 fax to the Settlement Administrator at the specified address/facsimile indicated in the Notice  
20 Packet and must be postmarked on or before the Response Deadline. If a Class Member submits  
21 both a valid Request for Exclusion and a valid Notice of Objection, the Request for Exclusion  
22 shall control.

23           32. “Response Deadline” means forty-five (45) days after the Settlement  
24 Administrator initially mails the Notice Packet to Class Members, and the last date on which  
25 Class Members may submit Requests for Exclusion or Notices of Objections to the Settlement.  
26 Those Class Members who receive a re-mailed Notice Packet shall have their Response  
27 Deadline extended fifteen (15) calendar days from the original Response Deadline.

28           33. “Settlement” means the agreement among parties to resolve the Action, as set forth

1 in this Stipulation.

2 34. "Settlement Administration Costs" means the fees and expenses reasonably  
3 incurred by the Settlement Administrator as a result of the procedures and processes expressly  
4 required by this Agreement, which are not to exceed Eight Thousand Eight Hundred Fifty  
5 Dollars (\$8,850). Any portion of the Settlement Administration Costs not approved by the Court  
6 shall become part of the Net Settlement Amount.

7 35. "Settlement Administrator" means ILYM Group, Inc.

8 36. "Settlement Payment Check" means the payment to Participating Class Members  
9 and/or Aggrieved Employees pursuant to this Settlement.

### 10 RECITALS

11 35. This Settlement is made and entered into by and between Plaintiff and Defendant,  
12 and is subject to the terms and conditions hereof, and to the Court's approval. The Parties  
13 expressly acknowledge that this Agreement is entered into solely for the purpose of  
14 compromising significantly disputed claims and that nothing herein is an admission of liability  
15 or wrongdoing by Defendant.

16 36. Procedural History. On February 18, 2022, Plaintiff initiated this Action in  
17 Monterey County Superior Court. On April 26, 2022, Plaintiff filed a first amended class and  
18 representative action complaint. Defendant timely answered Plaintiff's initial and amended  
19 complaints.

20 37. On September 27, 2022, the Parties participated in private mediation with  
21 experienced mediator Hon. John Leo Wagner of Judicate West. The matter did not immediately  
22 settle. After mediation, Hon. John Leo Wagner continued settlement discussions with the  
23 Parties, and on February 13, 2023, the Parties and their counsel agreed to settle the Action on  
24 the terms set forth herein.

25 38. The Parties recognize the risk, expense, and delay in continuing the Action, and  
26 therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties  
27 desire to settle, compromise, and discharge all disputes and claims arising from or relating to  
28 the Action.

1 **TERMS OF AGREEMENT**

2 Plaintiff, on behalf of himself and the Class, and Defendant agree as follows:

3 39. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement  
4 Amount as specified in this Agreement, which shall be used to pay: (1) Individual Settlement  
5 Payments to Class Members; (2) Class Counsel Award; (3) Class Representative Enhancement  
6 Payment; (4) Settlement Administration Costs to the Settlement Administrator; and (5) the  
7 PAGA Payment. The Parties agree that this is a non-reversionary Settlement and that no portion  
8 of the Gross Settlement Amount shall revert to Defendant. In no event shall Defendant be  
9 required to pay more than the Gross Settlement Amount as specified in this Agreement, with the  
10 exception of Defendant's share of employer payroll taxes, which shall be paid separate and in  
11 addition to the Gross Settlement Amount.

12 40. Funding of the Gross Settlement Amount. Within fifteen (15) calendar days after  
13 the Effective Date, Defendant shall make a one-time deposit of the Gross Settlement Amount  
14 into a Qualified Settlement Account to be established by the Settlement Administrator.

15 41. Class Counsel Award. Defendant agrees not to oppose or impede any application  
16 or motion by Class Counsel for attorneys' fees not to exceed one-third of the Gross Settlement  
17 Amount (\$275,000.00), *i.e.*, the sum of Ninety-One Thousand Six Hundred Sixty-Six Dollars  
18 and Sixty-Six Cents (\$91,666.66), and litigation costs in the amount of up to Fifteen Thousand  
19 Dollars (\$15,000.00), which shall be paid from the Gross Settlement Amount. The Settlement  
20 Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys'  
21 fees and costs. Any portion of the Class Counsel Award not awarded to Class Counsel shall  
22 become part of the Net Settlement Amount and shall be distributed to Class Members as  
23 provided in this Agreement.

24 42. Class Representative Enhancement Payment. Defendant agrees not to oppose or  
25 impede any application or motion by Plaintiff for a Class Representative Enhancement Payment  
26 of up to Five Thousand Dollars (\$5,000.00). The Class Representative Enhancement Payment  
27 shall be paid from the Gross Settlement Amount and shall be paid in addition to the Class  
28 Representatives' Individual Settlement Payments as Class Members. The Settlement

1 Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Class Representative  
2 Enhancement Payment. Plaintiff shall be solely and legally responsible to pay any and all  
3 applicable taxes on Plaintiff's Class Representative Enhancement Award and shall hold  
4 harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a  
5 result of the Class Representative Enhancement Award. Any portion of the Class  
6 Representative Enhancement Payment not awarded to Plaintiff shall become part of the Net  
7 Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

8 43. Settlement Administration Costs. The Settlement Administrator shall be paid for  
9 the reasonable costs of administration of the Settlement from the Gross Settlement Amount, not  
10 to exceed Eight Thousand Eight Hundred Fifty Dollars (\$8,850.00) except for a showing of good  
11 cause and as approved by the Court. These costs, which shall be paid from the Gross Settlement  
12 Amount, shall include, *inter alia*, distributing the Notice Packet, the required tax reporting on  
13 the Individual Settlement Payments, the issuing of 1099 IRS Forms, establishing a Qualified  
14 Settlement Fund, administering and distributing the Gross Settlement Amount and Class  
15 Counsel Award, providing necessary reports and declarations, and providing notice to the  
16 Participating Class Members of the Final Order and Judgment. Any portion of the Settlement  
17 Administration Costs not approved by the Court shall become part of the Net Settlement Amount  
18 and shall be distributed to Class Members as provided in this Agreement.

19 44. PAGA Payment. Subject to Court approval, the Parties agree that the amount of  
20 Ten Thousand Dollars (\$10,000.00) of the Gross Settlement Amount shall be designated for  
21 satisfaction of claims for civil penalties under the Labor Code Private Attorneys General Act of  
22 2004. The Settlement Administration shall pay seventy-five percent (75%) of the PAGA  
23 Payment, *i.e.*, the sum of Seven Thousand Five Hundred Dollars (\$7,500.00), shall be paid to  
24 the California Labor and Workforce Development Agency ("LWDA"), and 25% of the PAGA  
25 Payment, *i.e.*, the sum of Two Thousand Five Hundred Dollars (\$2,500.00), shall be distributed  
26 to Aggrieved Employees on a pro rata basis, based on the number of pay periods each respective  
27 Aggrieved Employee worked during the PAGA Period as compared to all aggregate pay periods  
28 worked by all Aggrieved Employees during the PAGA Period.

1           45. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy  
2 Individual Settlement Payments to Participating Class Members in accordance with the terms  
3 of this Agreement. The Settlement Administrator will allocate the Individual Settlement  
4 Payments by first dividing the Net Settlement Amount by the total number of approximate  
5 workweeks worked by Class Members during the Class Period. That value will then be  
6 multiplied by the number of approximate workweeks each respective Participating Class  
7 Member worked during the Class Period to arrive at the Individual Settlement Amount for  
8 each respective Participating Class Member. Participating Class Members are entitled to  
9 100% of the Net Settlement Amount. Defendant maintains no reversionary right to any portion  
10 of the Net Settlement Amount. If there are any timely submitted Requests for Exclusion, the  
11 Settlement Administrator shall proportionately increase the Individual Settlement Payments  
12 for each Participating Class Member so that the amount actually distributed to Participating  
13 Class Members equals 100% of the Net Settlement Amount.

14           46. No Credit Toward Benefit Plans. The Individual Settlement Payments made to  
15 Participating Class Members under this Agreement, as well as any other payments made  
16 pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any  
17 benefit plans to which any Class Members may be eligible, including, but not limited to: profit-  
18 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,  
19 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement  
20 will not affect any rights, contributions, or amounts to which any Class Members may be entitled  
21 under any benefit plans.

22           47. Settlement Administration Process. The Parties agree to cooperate in the  
23 administration of the Settlement and to make all reasonable efforts to control and minimize the  
24 costs and expenses incurred in the administration of the Settlement. The Settlement  
25 Administrator shall provide the following services:

- 26           a. Establish and maintain a Qualified Settlement Fund account;  
27           b. Calculate the amount of the Settlement each Class Member/Aggrieved  
28 Employee is eligible to receive;

1 c. Prior to mailing the Notice Packet, the Settlement Administrator will  
2 verify the last known address for each Class Member through a generally utilized, national  
3 address update database;

4 d. Translating, printing, and mailing the Notice Packet;

5 e. Establishing and maintaining a toll-free informational telephone support  
6 line in English and Spanish to assist Class Members who have questions regarding the Notice  
7 Packet;

8 f. Conducting additional address searches for mailed Notice Packets that are  
9 returned as undeliverable, and to the extent new and more current addresses are found, the  
10 Settlement Administrator will also reprint and re-mail Notice Packets accordingly;

11 g. Calculating Participating Class Members' settlement share, fielding  
12 inquiries from Class Members, and administration of any Requests for Exclusion. This service  
13 will include settlement proceed calculations, printing and issuance of checks, and preparation of  
14 IRS Forms W-2 and 1099. Basic accounting for and payment of employee tax withholdings  
15 will also be included as part of this service;

16 h. Providing declarations and/or other information to the Court as requested.

17 i. Providing notice to the Participating Class Members of the Final Order and  
18 Judgment by posting the Final Order and Judgment, and other related documents as may be  
19 necessary, on the administrator's website.

20 48. Delivery of the Class List and Data. Within fifteen (15) calendar days of  
21 Preliminary Approval, Defendant shall provide the Class List and Data to the Settlement  
22 Administrator.

23 49. Notice by First-Class U.S. Mail. Within seven (7) calendar days after receiving  
24 the Class List and Data from Defendant, the Settlement Administrator shall mail the Notice  
25 Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known  
26 mailing addresses identified in the Class List.

27 50. Confirmation of Contact Information in the Class List. Prior to mailing, the  
28 Settlement Administrator shall perform a search based on the National Change of Address

1 Database for information to update and correct for any known or identifiable address changes.

2 51. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice  
3 Packet will include without limitation: (1) information regarding the nature of the Action; (2) a  
4 summary of the Settlement's principal terms; (3) each Class Member's estimated Individual  
5 Settlement Payment and the formula for calculating Individual Settlement Payments, if they do  
6 not request to be excluded; (4) information about the PAGA Payment and that the Aggrieved  
7 Employees have no right to opt out of the PAGA Payment; (5) instructions on how to submit  
8 valid opt outs or objections; (6) the deadlines by which the Class Member must submit their  
9 exclusions or objections to the Settlement; (7) the date for the final approval hearing; and (8)  
10 the claims to be released. The Notice Packet will also inform Class Members that in order to  
11 receive the Individual Settlement Payment, they do not need to do anything except keep the  
12 Settlement Administrator apprised of their current mailing addresses.

13 52. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement  
14 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly  
15 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement  
16 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding  
17 address is provided, the Settlement Administrator shall promptly attempt to determine the  
18 correct address using a skip-trace, or other search using the name, address and/or Social Security  
19 number of the Class Member involved, and shall then perform a re-mailing. Those Class  
20 Members who receive a re-mailed Notice Packet shall have their Response Deadline extended  
21 fifteen (15) calendar days from the original Response Deadline.

22 53. Request for Exclusion Procedures. Aggrieved Employees may not opt-out from  
23 the Settlement as to the PAGA Payment. However, any Class Member may opt-out from the  
24 Settlement as to the class claims and release by submitting a written Request for Exclusion to  
25 the Settlement Administrator postmarked by the Response Deadline. Requests for Exclusion  
26 must: (1) contain the name, address, and telephone number of the person requesting exclusion;  
27 (2) state that the Class Member does not wish to be included in the Settlement; and (3) be signed  
28 by the Class Member. The Request for Exclusion must be returned by mail or fax to the

1 Settlement Administrator at the specified address/facsimile number, and be postmarked on or  
2 before the Response Deadline. The date of the postmark or date of the fax shall determine  
3 whether a Request for Exclusion has been timely submitted. By submitting such a Request for  
4 Exclusion, a Class Member shall be deemed to have exercised his or her option to opt out of the  
5 Action and not be bound by this Agreement. Accordingly, a Class Member that timely submits  
6 a valid Request for Exclusion will not be entitled to the Class Member's portion of the Net  
7 Settlement Amount as to the Class Payments and will not be bound by this Agreement as to the  
8 release of the class claims. However, if the same employee is also an Aggrieved Employee, the  
9 employee will still receive his or her share of the PAGA Payment because Aggrieved Employees  
10 cannot opt out of a PAGA. Any Class Member who fails to submit a valid and timely Request  
11 for Exclusion on or before the Response Deadline shall be deemed a Participating Class  
12 Member, and will be bound by all terms of the Settlement, if the Settlement is granted final  
13 approval by the Court. If a Class Member submits both a valid Request for Exclusion and a valid  
14 Notice of Objection, the Request for Exclusion shall control.

15 54. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class  
16 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely  
17 Request for Exclusion shall be bound by all of its terms, including those pertaining to the  
18 Released Claims, as well as any Judgment that may be entered by the Court.

19 55. No PAGA Opt-Out. The Parties acknowledge and agree that for purposes of the  
20 Settlement, all Aggrieved Employees were allegedly aggrieved in the same manner pursuant to  
21 Labor Code § 2698, *et seq.*, in that each Aggrieved Employee allegedly suffered at least one of  
22 the alleged Labor Code violations asserted in the operative Complaint for which the PAGA  
23 provides an available remedy. In light of the binding nature of a PAGA judgment on non-party  
24 employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), and *Cardenas v.*  
25 *McLane Foodservice, Inc.*, 2011 WL 379413 at \*3 (C.D. Cal. Jan. 31, 2011), individuals  
26 otherwise meeting the definition of Aggrieved Employees who exclude themselves from the  
27 Settlement, nonetheless shall be bound by the Judgment of the Released PAGA Claims and will  
28 receive their proportionate share of the PAGA Payment. All Aggrieved Employees shall be

1 bound by the Judgment entered herein and will have released the Released PAGA Claims upon  
2 the final approval of this Settlement and the payment of the Settlement Payment Check.

3 56. Objection Procedures. Any Class Member who does not opt-out of this Settlement  
4 shall be entitled to object to the Settlement. To submit a written objection or Notice of Objection  
5 to the Settlement, a Class Member should return by mail or fax a written statement of objection  
6 to the Settlement Administrator at the specified address or facsimile by the Response Deadline.  
7 The Notice of Objection must include: (a) the objector's full name, address, and telephone  
8 number; (b) a written statement of basis for the objection; and (c) the objector's signature. The  
9 objector may include any copies of papers, briefs, or documents upon which the objection is  
10 based. The Notice of Objection must be returned by mail and/or fax to the Settlement  
11 Administrator at the specified address/facsimile indicated in the Notice Packet, and should be  
12 postmarked and/or fax stamped on or before the Response Deadline. The date of the  
13 postmark/fax stamp on the Notice of Objection shall be deemed the exclusive means for  
14 determining that a Notice of Objection is timely. Any Class Member who does not submit a  
15 Notice of Objection in compliance with this paragraph may nevertheless appear at the final  
16 approval hearing and present an oral objection to the Settlement. An attorney who will represent  
17 an individual objecting to this Settlement who has not filed a written objection must file a notice  
18 of appearance with the Court and serve Class Counsel and counsel for Defendant with this notice  
19 no later than the Response Deadline. Any Class Member who does not submit a Notice of  
20 Objection in compliance with this section, or who does not appear at the final approval hearing  
21 and present an oral objection to the Settlement, shall be deemed to have waived any objection(s),  
22 shall be conclusively deemed a Participating Class Member, and shall be precluded from making  
23 any objection (including by appeal or otherwise) to the Settlement. At no time shall any of the  
24 Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the  
25 Settlement or appeal from the Order and Judgment. Class Counsel shall not represent any Class  
26 Members with respect to any such objections to this Settlement. Any Class Member who  
27 submits a valid Request for Exclusion shall not be allowed to object to this Settlement. If a Class  
28 Member submits both a valid Request for Exclusion and a valid Notice of Objection, the Request

1 for Exclusion shall control.

2 57. Defendant's Right to Rescind. If the number of Class Members opting out of the  
3 Settlement by submitting valid and timely Requests for Exclusion account for more than ten  
4 percent (10%) of the total approximate workweeks worked by Class Members during the Class  
5 Period, Defendant has the right in its sole discretion to elect to rescind the Parties' Settlement.  
6 The Parties agree that they will not encourage any Class Member to object or to opt out. If  
7 Defendant exercises its option to rescind, Defendant shall: (a) provide written notice to Class  
8 Counsel at least ten (10) business days prior to the final approval hearing. In the event the  
9 Settlement is terminated, the Parties shall proceed in all respects as if this Agreement had not  
10 been executed.

11 58. Certification Reports Regarding Individual Settlement Payment Calculations.  
12 The Settlement Administrator shall provide Defense Counsel and Class Counsel a weekly report  
13 which certifies the number of Class Members who have submitted valid Requests for Exclusion.  
14 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated  
15 reports regarding the administration of the Settlement as needed or requested.

16 59. Distribution Timing of Individual Settlement Payments. Within seven (7)  
17 calendar days of Defendant funding the Gross Settlement Amount, the Settlement Administrator  
18 shall issue respective payments to (1) Participating Class Members; (2) Aggrieved Employees;  
19 (3) the Labor and Workforce Development Agency; (4) Plaintiff; and (5) Class Counsel. The  
20 Settlement Administrator shall also issue a payment to itself for services performed in  
21 connection with the Settlement.

22 60. Uncashed Settlement Payment Checks. Any checks issued by the Settlement  
23 Administrator to Class Members shall be negotiable for not less than one hundred and eighty  
24 (180) days from the date of their issuance. In the event an Individual Settlement Payment check  
25 has not been cashed within one hundred and eighty (180) days, all funds represented by such  
26 uncashed checks, shall be transmitted by the Settlement Administrator to the California  
27 Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no  
28 "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384,

1 subd. (b). In such event, those Class Members will nevertheless remain bound by the Settlement.

2 61. Certification of Completion. Upon completion of administration of the  
3 Settlement, the Settlement Administrator shall provide a written declaration under oath to certify  
4 such completion to the Court and counsel for all Parties.

5 62. Administration Costs if Settlement Fails or is Delayed. If an objection to the  
6 Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if  
7 the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall  
8 be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

9 63. Treatment of Individual Settlement Payments. All Individual Settlement  
10 Payments to Class Members shall be allocated as follows: 10% as payment for wages, of which  
11 an IRS Form W-2 shall issue, and 90% as penalties and interest, of which an IRS Form 1099  
12 shall issue. 100% of the PAGA Payment distributed to Aggrieved Employees shall be allocated  
13 as penalties and reported on IRS Form 1099.

14 64. Administration of Taxes by the Settlement Administrator. The Settlement  
15 Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, and  
16 Class Counsel, 1099 forms or other tax forms as may be required by law for all amounts paid  
17 pursuant to this Agreement.

18 65. Tax Liability. Defendant makes no representation as to the tax treatment or legal  
19 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are  
20 not relying on any statement, representation, or calculation by Defendant or by the Settlement  
21 Administrator in this regard. Plaintiff and Participating Class Members understand and agree  
22 that they will be solely responsible for the payment of any employee's payroll withholdings and  
23 taxes (*i.e.*, Social Security, Medicare, federal and state income taxes, SDI, etc.) assessed on their  
24 respective payments described herein and will defend, indemnify, and hold Defendant free and  
25 harmless from and against any claims, taxes, penalties, and/or assessments resulting from  
26 treatment of such payments as wages or non-taxable damages.

27 66. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR  
28 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY

1 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER  
2 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
3 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN  
4 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR  
5 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR  
6 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX  
7 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT  
8 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING  
9 PARTY (A) HAS RELIED EXCLUSIVELY UPON HER OR ITS OWN, INDEPENDENT  
10 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN  
11 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS  
12 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR  
13 ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED  
14 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR  
15 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE  
16 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR  
17 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT  
18 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S  
19 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY  
20 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX  
21 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY  
22 TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

23 67. No Prior Assignments. The Parties and their counsel represent, covenant, and  
24 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported  
25 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,  
26 demand, action, cause of action or right herein released and discharged.

27 68. Release of Claims by Participating Class Members. Upon the Effective Date and  
28 funding of the Gross Settlement Amount, all Participating Class Members, on behalf of

1 themselves and their heirs, executors, representatives, administrators, trustees, and/or permitted  
2 assigns, hereby do and shall be deemed to have fully, finally and forever released, settled,  
3 compromised, relinquished and discharged any and all of the Released Parties of and from any  
4 and all Released Class Claims that accrued during the Released Claims Period.

5 69. Release of Claims by Aggrieved Employees. Upon the Effective Date and funding  
6 of the Gross Settlement Amount, all Aggrieved Employees, on behalf of themselves and the  
7 State of California, hereby do and shall be deemed to have fully, finally and forever released,  
8 settled, compromised, relinquished and discharged any and all of the Released Parties of and  
9 from any and all Released PAGA Claims that accrued during the PAGA Period.

10 70. Release of Claims by Class Representative. Upon the Effective Date and funding  
11 of the Gross Settlement Amount, Plaintiff Cesar Rodriguez Vinalay, on behalf of himself and  
12 his heirs, executors, administrators, and representatives, will and hereby does forever release,  
13 discharge, and agree to hold harmless the Released Parties from any and all charges, complaints,  
14 claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of  
15 action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees and  
16 costs), known or unknown, at law or in equity, which they may now have or may have after the  
17 signing of this Agreement, against the Released Parties including, but not limited to, the  
18 Released Claims, claims that were asserted or could have been asserted in the Complaint, and  
19 claims of any kind related to any and all transactions, occurrences, or matters between the parties  
20 occurring prior to and through the Effective Date. Without limiting the generality of the  
21 foregoing, this release shall include, but not be limited to, any and all claims under the (a)  
22 Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as  
23 amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age  
24 Discrimination in Employment Act, as amended; (f) the Fair Labor Standards Act, as amended;  
25 (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the  
26 Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the  
27 Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair  
28 Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code;

(p) the California Government Code; (q) the California Civil Code; and (r) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs, and Plaintiff hereby forever releases, discharges, and agrees to hold harmless Defendant and the Released Parties from any and all claims for attorney fees and costs arising out of the matters released in this Agreement.

Plaintiff specifically acknowledges that Plaintiff is aware of and familiar with the provisions of Civil Code § 1542, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Plaintiff, being aware of Section 1542, hereby expressly waives and relinquishes all rights and benefits they may have under Section 1542 as well as any other statutes or common law principles of a similar effect. Plaintiff understands that Plaintiff may hereafter discover facts in addition to or different from those which Plaintiff now knows or believes to be true with respect to the subject matter of all the claims referenced herein, but stipulates and agrees that, upon the Effective Date, Plaintiff shall and hereby does fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or

1 additional facts.

2 71. Nullification of Settlement. If the Settlement does not become final for any  
3 reason, then this Agreement, and any documents generated to bring it into effect, shall be null  
4 and void. Any order or judgment entered by the Court in furtherance of this Agreement shall  
5 likewise be treated as void from the beginning.

6 72. Disputes Regarding Individual Settlement Payments. If Class Members have a  
7 dispute as to the data provided by the Defendant, Class Members will have the opportunity to  
8 provide documentation and/or an explanation. If there is a dispute, the Settlement Administrator  
9 will consult with the Parties to determine whether an adjustment is warranted. The Settlement  
10 Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement  
11 Payments under the terms of this Agreement, and that determination shall be binding, subject to  
12 final resolution by the Court if the Court decides to rule on the dispute. If the Court does not  
13 issue a ruling on the dispute, the Settlement Administrator's determination of the dispute will  
14 be binding upon Class Members.

15 73. Disputes Regarding Administration of Settlement. Any disputes not resolved by  
16 the Settlement Administrator concerning the administration of the Settlement will be resolved  
17 by the Court under the laws of the State of California. Prior to any such involvement of the  
18 Court, counsel for Parties will confer in good faith to resolve the disputes without the necessity  
19 of involving the Court.

20 74. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court  
21 to request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval  
22 Order: (i) approving of the proposed Settlement, and (ii) setting a date for a Final  
23 Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the  
24 Notice Packet to be sent to all Class Members as specified herein. In conjunction with the  
25 Preliminary Approval hearing, Plaintiff shall submit this Agreement, which sets forth the terms  
26 of this Settlement, and will include the proposed Notice Packet, attached to this Agreement as  
27 Exhibit A.

28 75. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit

1 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's  
2 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the  
3 Final Approval of the Settlement along with the amounts properly payable for (i) Individual  
4 Settlement Payments; (ii) the payment to the Labor and Workforce Development Agency; (ii)  
5 the Class Counsel Award; (iii) the Class Representative Enhancement Payment; and (iv)  
6 Settlement Administration Costs. Class Counsel will be responsible for drafting all documents  
7 necessary to obtain final approval. Class Counsel will also be responsible for drafting the  
8 attorneys' fees and costs application to be heard at the final approval hearing.

9 76. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the  
10 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent  
11 with the terms of this Agreement. After entry of the Judgment, the Court shall have continuing  
12 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms  
13 of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters  
14 as may be appropriate under court rules or as set forth in this Agreement.

15 77. Mutual Non-Disparagement. Neither Party shall disparage or defame one another  
16 to any third parties with or through any written or oral statement or image (including, but not  
17 limited to, any statements made via websites, blogs, postings to the internet, or emails).

18 78. Exhibits Incorporated by Reference. The terms of this Agreement include the  
19 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully  
20 set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

21 79. Entire Agreement. This Agreement and any attached Exhibits constitute the  
22 entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral  
23 agreements may be deemed binding on the Parties.

24 80. Amendment or Modification. This Agreement may be amended or modified only  
25 by a written instrument signed by the Parties, their counsel, or their successors-in-interest.

26 81. Authorization to Enter Into Agreement. Counsel for all Parties warrant and  
27 represent they are expressly authorized by the Parties whom they represent to negotiate this  
28 Agreement and to take all appropriate action required or permitted to be taken by such Parties

1 pursuant to this Agreement to effectuate its terms and to execute any other documents required  
2 to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with  
3 each other and use their best efforts to effect the implementation of the Settlement. If the Parties  
4 are unable to reach agreement on the form or content of any document needed to implement the  
5 Settlement, or on any supplemental provisions that may become necessary to effectuate the  
6 terms of this Settlement, the Parties may seek the assistance of the Court to resolve such  
7 disagreement.

8 82. Binding on Successors and Assigns. This Agreement shall be binding upon, and  
9 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10 83. California Law Governs. All terms of this Agreement and Exhibits hereto shall  
11 be governed by and interpreted according to the laws of the State of California.

12 84. Execution and Counterparts. This Agreement is subject only to the execution of  
13 all Parties. However, the Agreement may be executed in one or more counterparts, including  
14 by electronic scan, .pdf, or DocuSign. All executed counterparts and each of them, including  
15 facsimile and scanned or electronic copies of the signature page, shall be deemed to be one and  
16 the same instrument provided that counsel for the Parties shall exchange among themselves  
17 original signed counterparts.

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

24 86. Invalidity of Any Provision. Before declaring any provision of this Agreement  
25 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent  
26 possible consistent with applicable precedents so as to define all provisions of this Agreement  
27 valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the Court  
28 shall in no way affect any other provision if Defendant and Class Counsel, on behalf of the

Parties and the Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

87. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel's Award below the amount Class Counsel requests, and either party may appeal any order that materially alters the Agreement's terms.

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

89. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

90. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

//

1           91. Enforcement Actions. Pursuant to California Code of Civil Procedure § 664.6,  
2 the Court shall retain jurisdiction with respect to the interpretation, implementation, and  
3 enforcement of the terms of this Agreement and all orders and judgments entered in connection  
4 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for  
5 purposes of interpreting, implementing, and enforcing the settlement embodied in this  
6 Agreement and all orders and judgments entered in connection therewith. In the event that one  
7 or more of the Parties institutes any legal action or other proceeding against any other Party or  
8 Parties to enforce the provisions of this Settlement, or to declare rights and/or obligations under  
9 this Settlement, the prevailing Party or Parties shall be entitled to recover from the non-  
10 prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees  
11 incurred in connection with any enforcement actions.

12           92. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms  
13 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more  
14 strictly against one party than another merely by virtue of the fact that it may have been prepared  
15 by counsel for one of the Parties, it being recognized that, because of the arm's-length  
16 negotiations between the Parties, all Parties have contributed to the preparation of this  
17 Agreement.

18           93. Representation by Counsel. The Parties acknowledge that they have been  
19 represented by counsel throughout all negotiations that preceded the execution of this  
20 Agreement, and that this Agreement has been executed with the consent and advice of counsel.  
21 Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the  
22 Agreement.

23           94. Cooperation and Execution of Necessary Documents. All Parties shall cooperate  
24 in good faith and execute all documents to the extent reasonably necessary to effectuate the  
25 terms of this Agreement.

26           95. Binding Agreement. The Parties warrant that they understand and have full  
27 authority to enter into this Agreement, and further intend that this Agreement shall be fully  
28 enforceable and binding on all Parties, and agree that it shall be admissible and subject to

disclosure in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement Between Plaintiff and Defendant as of the date(s) set forth below:

**SIGNATURES**  
**READ CAREFULLY BEFORE SIGNING**

DATED: May 22, 2023

**PLAINTIFF CESAR RODRIGUEZ  
VINALAY**

DocuSigned by:  
  
B4AC4B06F4298FF...  
Cesar Rodriguez Vinalay

DATED: May \_\_, 2023

**DEFENDANT RESTAURANT PACIFIC  
GROUP, LLC**

\_\_\_\_\_  
Please Print Name of Authorized Signatory

**APPROVED AS TO FORM**

DATED: May 22, 2023

**JAMES HAWKINS APLC**

  
James R. Hawkins  
Isandra Fernandez  
Lance Dacre  
Attorneys for Plaintiff Cesar Rodriguez Vinalay

DATED: May \_\_, 2023

**FENTON & KELLER**

\_\_\_\_\_  
Christopher E. Panetta  
Marco A. Lucido  
Attorneys for Defendant Restaurant Pacific  
Group, LLC

disclosure in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement Between Plaintiff and Defendant as of the date(s) set forth below:

**SIGNATURES  
READ CAREFULLY BEFORE SIGNING**

DATED: May \_\_, 2023

**PLAINTIFF CESAR RODRIGUEZ  
VINALAY**

\_\_\_\_\_  
Cesar Rodriguez Vinalay

DATED: May 10, 2023

**DEFENDANT RESTAURANT PACIFIC  
GROUP, LLC**

\_\_\_\_\_  
Chair Shake

\_\_\_\_\_  
en

Please Print Name of Authorized Signatory

**APPROVED AS TO FORM**

DATED: April \_\_, 2023

**JAMES HAWKINS APLC**

\_\_\_\_\_  
James R. Hawkins  
Isandra Fernandez  
Lance Dacre  
Attorneys for Plaintiff Cesar Rodriguez Vinalay

May  
DATED: April 11, 2023

**FENTON & KELLER**

\_\_\_\_\_  
Christopher E. Panetta  
Marco A. Lucido  
Attorneys for Defendant Restaurant Pacific  
Group, LLC

# Exhibit *A*

**NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

**[CLASS MEMBER NAME]**

*Cesar Rodriguez Vinalay v. Restaurant Pacific Group, LLC*

**Superior Court of the State of California, County of Monterey  
Case No.: 22CV000486**

If you are a current or former employee of Restaurant Pacific Group, LLC dba Scales Restaurant (“Restaurant Pacific Group” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT  
INFORMATION ABOUT YOUR RIGHTS.**

**YOUR ESTIMATED TOTAL INDIVIDUAL SETTLEMENT PAYMENT AMOUNT  
FROM THIS CLASS ACTION SETTLEMENT IS \$ [REDACTED].**

According to Restaurant Pacific Group’s records, the total number of workweeks that you worked as an employee in California between February 18, 2018, through and including August 13, 2021, is [REDACTED]. Based on this number, your Individual Settlement Payment Amount as a member of the Class is estimated to be \$[REDACTED].

**[PAGA MEMBERS ONLY:]**

**YOUR ESTIMATED TOTAL PAGA PAYMENT AMOUNT FROM THIS CLASS  
ACTION SETTLEMENT IS \$ [REDACTED].**

According to Restaurant Pacific Group’s records, the total number of pay periods that you worked as an employee in California between February 18, 2021, through and including August 13, 2021, is [REDACTED]. Based on this number, your PAGA Payment is estimated to be \$[REDACTED].

- This lawsuit involves a class defined as: All current and former non-exempt employees employed by Restaurant Pacific Group in the State of California from February 18, 2018, through August 13, 2021. It also asserts claims on behalf of aggrieved employees from February 18, 2021, through August 13, 2021.

- You are receiving this Notice because the records reflect that you may be a class member.
- In the lawsuit, Plaintiff *Cesar Rodriguez Vinalay* (“Plaintiff”) alleged that Defendant failed to pay wages for all hours worked, provide proper meal and rest breaks, pay premiums for missed meal and rest breaks, reimburse work-related expenses, provide accurate itemized wage statements, and timely pay all wages at the time owed and upon separation of employment, and that Defendant engaged in unfair business practices. Based on these allegations, Plaintiff sought unpaid wages and penalties. Defendant denies Plaintiff’s allegations. After the exchange of relevant information and evidence, the parties agreed to enter settlement negotiations in an attempt to resolve the claims in the case.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or Defendant’s defenses.
- You will not be penalized or retaliated against by Restaurant Pacific Group for participating in this settlement.
- You have several options available to you, which are explained in the chart below:

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING</b>                   | <p>By doing nothing, you <u>will</u> receive a share of the settlement proceeds. In exchange for the settlement proceeds, you will give up any rights to sue Restaurant Pacific Group separately for claims based on the facts pled in the operative Complaint, which are or could be the basis of claims that Restaurant Pacific Group failed to pay wages for all hours worked, provide proper meal and rest breaks, pay premiums for missed meal and rest breaks, reimburse work-related expenses, provide accurate itemized wage statements, and timely pay all wages at the time owed and upon separation of employment. See Section 8 below for an explanation of the claims you are giving up.</p> <p>If you move, you must notify the Settlement Administrator of your new address.</p> |
| <b>ASK TO BE EXCLUDED (OPT OUT)</b> | <p>You can exclude yourself from this lawsuit. If you ask to be excluded, you <b>will not</b> receive a share of the class settlement proceeds, but you keep any rights you may have to bring your own separate suit against Restaurant Pacific Group for the same legal claims in this lawsuit that are released in this settlement.</p> <p>You cannot ask to be excluded <u>and</u> still get a settlement payment for the class claims. If you ask to be excluded from the settlement, you cannot object to the settlement.</p>                                                                                                                                                                                                                                                              |

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                          | Even if you request to be excluded from the class settlement, you may not exclude yourself from the settlement of claims under the Private Attorneys' General Act ("PAGA") and will receive your portion of the PAGA Payment and give up your right to pursue the Released PAGA Claims.                                                                                                                                 |
| <b>OBJECT</b>                            | <p>If you do not agree with the settlement, you can object to the terms of this settlement. The Court may or may not agree with your objection. If you object to the settlement and the Court does not agree with your objection, you will still be bound by the terms of the settlement and will receive a settlement payment.</p> <p>Objecting to the settlement will <b>not</b> exclude you from the settlement.</p> |
| <b>ATTEND THE FINAL APPROVAL HEARING</b> | You can ask to speak in Court about the fairness of the settlement at the Final Approval Hearing. The Court will hold a Final Approval Hearing to determine whether the settlement is fair, reasonable, and adequate on <b>[DATE]</b> , 2023 at <b>[TIME]</b> . More information regarding this hearing is set forth in Section 12.                                                                                     |

**Your options are explained in this notice.**  
**To opt out or object, you must act by **[DATE]**.**

### **1. Why did I get this notice?**

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Restaurant Pacific Group's non-exempt employees. You have received this notice because Restaurant Pacific Group's records indicate that you are a member of the settlement class or are an aggrieved employee.

### **2. What is this lawsuit about?**

Plaintiff filed this lawsuit on February 18, 2022, on behalf of individuals who are employed or have been employed by Restaurant Pacific Group as non-exempt employees in the State of California, during the Class Period. Plaintiff amended his lawsuit on April 26, 2022.

"Class Period" is defined as the period from February 18, 2018, through August 13, 2021. The operative complaint alleges class and representative PAGA claims against Restaurant Pacific Group for (1) failure to pay wages for all hours worked including overtime and minimum wage in violation of Labor Code sections 210, 1194, and 1199 and applicable Wage Orders; (2) failure to provide meal periods or meal period premiums in violation of Labor Code sections 226.7, 512 and applicable Wage Orders; (3) failure to provide rest periods or rest period premiums in violation of

Labor Code sections 226.7 and applicable Wage Orders; (4) failure to reimburse work-related expenses in violation of Labor Code section 2802 and applicable Wage Orders; (5) failure to timely pay wages during employment in violation of Labor Code section 204 and applicable Wage Orders; (6) failure to timely pay wages upon separation of employment in violation of Labor Code sections 201-203 and applicable Wage Orders; (7) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and applicable Wage Orders; (8) unfair competition in violation of Business and Professions Code section 17200 et seq.; and (9) PAGA penalties under Labor Code section 2699 et seq.

### **3. Has the Court decided who is right?**

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Restaurant Pacific Group's defenses.

### **4. Why did this case settle?**

The Parties reached a settlement in order to avoid the risk, inconvenience, and expense of further litigation. Plaintiff and his attorneys believe the proposed settlement is fair, adequate, and in the best interest of the class members to whom it applies given the outcome of their investigation, and the consumption of time and resources required in connection with further litigation. Although Restaurant Pacific Group disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be expensive and would divert management and employee time.

### **5. What are the terms of the settlement and how much will I receive?**

The Gross Settlement Amount is \$275,000.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$91,666.66
- Litigation Costs: \$15,000.00
- Settlement Administration Costs to the Settlement Administrator: \$8,850.00
- Class Representative Enhancement Award to Class Representative: \$5,000.00
- Payment to the Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees: \$10,000.00, representing its share of the settlement payment for the PAGA claims made in this lawsuit, pursuant to the California Labor Code section 2699.

After these deductions, and to the extent that the Court approves these amounts in full, approximately \$125,516.66 is estimated to be available for payment to the Class Members receiving this notice ("Net Settlement Amount"). These amounts may change and are subject to Court approval.

Each class member's Individual Settlement Payment shall be determined as follows:

- The Net Settlement Amount will be apportioned among Class Members on a pro rata basis,

based on the number of workweeks worked by each respective Class Member during the Class Period.

All Individual Settlement Payments will be treated as follows: 10% as payment for wages (subject to withholding of employment taxes and to be reported on IRS Forms W-2, and 90% as penalties and interest (not subject to withholding of employment taxes and to be reported on IRS Forms 1099).

According to Restaurant Pacific Group's records, the total number of workweeks you worked during the Class Period is [REDACTED].

If you disagree with the above information regarding your number of workweeks worked and would like someone to look into the matter, please follow the procedure below. Based on the above information, your estimated Individual Settlement Payment from the class settlement is [REDACTED].

[PAGA MEMBERS ONLY: In addition, you are also eligible to receive a payment under the PAGA, California Labor Code section 2698, *et seq.* Your PAGA payment constitutes 100% penalties, not wages. Restaurant Pacific Group's records indicate that you worked for Restaurant Pacific Group as a non-exempt employee from February 18, 2021, through August 13, 2021 (the "PAGA Period"). Individual payments under the PAGA will be paid to employees who worked during the PAGA Period on a pro rata basis, based on the number of pay periods each respective employee worked during the PAGA Period. Based Restaurant Pacific Group's records, it has been determined that you worked a total of [REDACTED] pay periods during the PAGA Period. Based on that, your individual share of the PAGA Payment is \$ [REDACTED].]

#### **6. What if I disagree with information or the number of workweeks shown above?**

If you believe the information in the notice is incorrect regarding the number of workweeks or number of pay periods you worked, you can provide documentation or explanation to the Settlement Administrator to show contrary information. You can write a letter setting forth the number of workweeks or pay periods that you believe you worked as a non-exempt employee in California during the Class Period or the PAGA Period that you believe are correct. You may attach any relevant documentation in support thereof. You must mail or fax your letter to:

ILYM Group, Inc.

[INSERT SETTLEMENT ADMINISTRATION INFORMATION]

You must submit such information by [REDACTED]. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. The Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute, subject to the final resolution by the Court if the Court decides to rule on the dispute. If the Court does not issue a ruling on the dispute, the Settlement Administrator's determination of the number of workweeks you worked will be binding.

#### **7. What do I have to do to receive a share of the settlement?**

If you would like to receive an award under the terms of this settlement, **you do not have to do anything**. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. If you move, you must notify the Settlement Administrator of your new address. You will be covered by the release summarized in Section 8, below.

## **8. What rights am I giving up?**

The class claims you will release by doing nothing and participating in the settlement are as follows:

All claims that were alleged in the operative complaints of the Action and any claims that could have been alleged based on the facts as alleged in of the operative complaints of the Action.

This includes claims that accrued during the Class Period for (1) failing to pay wages for all hours worked including overtime and minimum wage; (2) failing to provide compliant meal or rest periods or pay meal or rest period premiums; (3) failing to reimburse work-related expenses; (4) failing to timely pay all wages owed during employment or upon separation of employment; (5) failing to provide accurate itemized wage statements, and (6) engaging in unfair business practices.

**PAGA MEMBERS ONLY:** If you are an Aggrieved Employee, you are also giving up the right to sue for the Released PAGA Claims, which means all claims under the Private Attorneys General Act that were alleged in the operative complaints in the Action and any claims that could have been alleged based on the facts as alleged in the operative complaints in the Action.

This includes claims under the PAGA premised on Defendant's alleged failure to: (1) pay wages for all hours worked including overtime and minimum wage; (2) provide compliant meal or rest periods or pay meal or rest period premiums; (3) reimburse work-related expenses; (4) timely pay all wages owed during employment or upon separation of employment; or (5) provide accurate itemized wage statements.

Class Members and PAGA Members will be releasing these claims against Restaurant Pacific Group and any and all of its past and present affiliated entities, parents, subsidiaries, owners, officers, shareholders, executives, managers, and employees.

## **9. What if I do not wish to be involved?**

Anyone not wishing to participate in the settlement may exclude himself or herself ("opt out") by completing, signing, and mailing/faxing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, ILYM Group, Inc., at the following address by **XXXX**.

ILYM Group, Inc.

**[INSERT SETTLEMENT ADMINISTRATION INFORMATION]**

Your letter must include (1) your name, address, and telephone number; (2) a statement indicating

that you wish to be excluded from the settlement; and (3) your signature. Your letter must be postmarked or fax stamped on or before XXX.

If your Request for Exclusion is postmarked or fax stamped after XXX, it will be rejected as untimely, and you will be a Settlement Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Settlement Class Member and will not receive any payment as part of this settlement. Such individuals will keep any right to sue Restaurant Pacific Group separately about the claims made in this lawsuit. If a Class Member submits both a valid Request for Exclusion and a valid Notice of Objection, the Request for Exclusion shall control. Aggrieved Employees cannot opt out of the PAGA Settlement.

#### **10. What if I have an objection?**

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator, ILYM Group, Inc., by mail or fax no later than XXXX. The Court will decide on the objections at the Final Approval Hearing. If your objection is overruled at the Final Approval Hearing, you will still be bound by the terms of this settlement and will receive a settlement payment. If a Class Member submits both a valid Request for Exclusion and a valid Notice of Objection, the Request for Exclusion shall control.

For written objections to be valid, it must contain (1) your name, address, and phone number; (2) the written basis of your objection, and (3) your signature. You may include copies of any papers, briefs, or documents upon which the objection is based. The written objection must be post marked or fax stamped on or before XXX. The postmark or fax stamp date shall be the exclusive means for determining that a written objection is timely and valid.

Any class member may nevertheless appear and make an objection at the Final Approval Hearing. The class member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and Defense Counsel no later than . The Final Approval Hearing will be held in Dept. 15 of the Monterey County Superior Court, Monterey Courthouse, located at 1200 Aguajito Road, Monterey, California 93940 on , 2023, at XXX (Pacific Time). Information on appearing remotely can be found here: <https://www.monterey.courts.ca.gov/remote>.

#### **11. Do I need a lawyer? Who are the lawyers in this case?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

The below are Class Counsel:

James R. Hawkins (SBN 192925)  
Isandra Fernandez (SBN220482)

Lance Dacre (SBN190305)  
**JAMES HAWKINS APLC**  
9880 Research Drive, Suite 200  
Irvine, CA 92618  
Telephone: (949) 387-7200  
Facsimile: (949) 387-6676

## **12. What happens next in the case?**

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 15 of the Monterey County Superior Court, Monterey Courthouse, located at 1200 Aguajito Road, Monterey, California 93940 at \_\_\_\_\_, 2023, at XXX (Pacific Time), to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's enhancement award, and the costs of settlement administration. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, **but you are not required to do so**. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

## **13. How can I receive more information?**

This Notice is a summary of the basic terms of the settlement. For further information, you may telephone ILYM Group, Inc. [INSERT SETTLEMENT ADMINISTRATION INFORMATION], or you may go to the Administrator's website at \_\_\_\_\_ admin website. This website will contain pertinent documents including the operative Complaint, the Settlement Agreement, and the Final Approval and Judgment. You may also contact Class Counsel (listed above). You may also review the settlement agreement and other filed documents, which are on file with the Clerk of the Monterey Superior Court, 1200 Aguajito Road, Monterey, California 93940.

**ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFF'S ATTORNEYS:**

James R. Hawkins (SBN 192925)  
Isandra Fernandez (SBN220482)  
Lance Dacre (SBN190305)  
**JAMES HAWKINS APLC**  
9880 Research Drive, Suite 200  
Irvine, CA 92618  
Telephone: (949) 387-7200  
Facsimile: (949) 387-6676

**Please do not telephone the Court, the Office of the Clerk, or Restaurant Pacific Group's counsel for information regarding this settlement.**

## **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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| 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 |
|------------------------------------|--------------------|-----------------------|-------------------------------|---------------------------|---------------------------|--------------------------|------------------------------|--------------------------|--------------------------|-------------------------|-----------------------------|-------------------------|
| 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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## 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: 5/24/2024  
Report Time: 10:24AM  
Page: 1 of 2  
User ID: R. Hawkins

## JAMES HAWKINS APLC

Date Range: 01/01/1900 to 05/24/2024

Client: SCALESSEAFOO - Cesar Rodriguez Vinalay

Matter: SCALESSEAFOOD - Restaurant Pacific Group LLC -Scales Seafood & Steaks--Cesar Vinalay

| Date       | Expense Code | Description                                                                                                                            | Debit      | Credit | Billing Status | On Hold | Invoice Number | Check Number | Payee |
|------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------|------------|--------|----------------|---------|----------------|--------------|-------|
|            |              | <b>Balance Forward:</b>                                                                                                                | \$0.00     |        |                |         |                |              |       |
| 09/15/2021 | LRE          | Legal Research                                                                                                                         | \$117.69   |        | Unbilled       |         |                |              |       |
| 09/16/2021 | POS          | Postage - Crs to Client with pre-paid envelope for client produced docs                                                                | \$13.99    |        | Unbilled       |         |                |              |       |
| 10/18/2021 | POS          | Postage - Returning client documents produced                                                                                          | \$8.60     |        | Unbilled       |         |                |              |       |
| 02/18/2022 | FIL          | Filing Fee - LWDA Filing fee                                                                                                           | \$75.00    |        | Unbilled       |         |                |              |       |
| 02/18/2022 | POS          | Postage - LWDA Cert mail                                                                                                               | \$8.56     |        | Unbilled       |         |                |              |       |
| 02/18/2022 | FST          | First Legal Network - E-Filing, class action complaint IN#30188503                                                                     | \$1,615.75 |        | Unbilled       |         |                |              |       |
| 03/09/2022 | LRE          | Legal Research                                                                                                                         | \$516.99   |        | Unbilled       |         |                |              |       |
| 03/22/2022 | FST          | First Legal Network - Research forward same day, 02.22.2022 ntc of Judicial assignment , IN#30192286                                   | \$178.55   |        | Unbilled       |         |                |              |       |
| 03/23/2022 | FST          | First Legal Network - Process forward same day, class complaint and initial docs, E-Filing, plaintiffs ntc of assignment , IN#30192286 | \$235.42   |        | Unbilled       |         |                |              |       |
| 04/26/2022 | FST          | First Legal Network- Filed First Amended Complaint 1) Failure IN30199329                                                               | \$37.25    |        | Unbilled       |         |                |              |       |
| 05/23/2022 | MED          | Mediation Services- IN#563442 CK#9976                                                                                                  | \$6,500.00 |        | Unbilled       |         |                |              |       |
| 07/01/2022 | FST          | First Legal Network - E-Filing, POS; E-Filing, Plaintiff                                                                               | \$74.50    |        | Unbilled       |         |                |              |       |
| 07/01/2022 | FST          | First Legal Network - E-Filing, Pos; E-Filing Plaintiff's CM Statement IN#30205948                                                     | \$74.50    |        | Unbilled       |         |                |              |       |
| 08/01/2022 | CCL          | 8.2.22 CCL Confirmation - CMC - KC                                                                                                     | \$94.00    |        | Unbilled       |         |                |              |       |
| 11/28/2022 | FST          | First Legal Network - E-Filing - Case Management Statement IN# 30222171                                                                | \$33.50    |        | Unbilled       |         |                |              |       |
| 07/31/2023 | FST          | First Legal Network - E-Filing - Notice of class Action settlement, ntc of withdrawal of class IN# 30248438                            | \$78.70    |        | Unbilled       |         |                |              |       |
| 11/14/2023 | FST          | First Legal Network - Filing - Dec of James Hawkins, Proposed Order Granting Plaintiff, Courtesy Del - Proposed Order IN# 30260163     | \$473.85   |        | Unbilled       |         |                |              |       |
| 12/22/2023 | FST          | First Legal Network - Research - 1208/2023 Minute Order IN# 30263586                                                                   | \$175.22   |        | Unbilled       |         |                |              |       |

Matter Billing Detail

Report Date: 5/24/2024  
Report Time: 10:24AM  
Page: 2 of 2  
User ID: R. Hawkins

JAMES HAWKINS APLC

| Date                                | Expense Code | Description                                                                                                                                                 | Debit       | Credit | Billing Status | On Hold | Invoice Number | Check Number | Payee |
|-------------------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------|----------------|---------|----------------|--------------|-------|
| 01/02/2024                          | FST          | First Legal Network - Filing - Proposed Order After Hearing Grant (2) IN# 30267292                                                                          | \$158.55    |        | Unbilled       |         |                |              |       |
| 02/09/2024                          | FST          | First Legal Network - Research IN# 30271388                                                                                                                 | \$189.85    |        | Unbilled       |         |                |              |       |
| 03/21/2024                          | FST          | First Legal Network - Filing - Stip to REquest Continuance IN# 30275374                                                                                     | \$110.25    |        | Unbilled       |         |                |              |       |
| 05/23/2024                          | FIL          | Filing Fee - Motion for Final Approval, Supplemental Documents for Final Approval; Order granting Final Approval; Admins Declaration regarding Disbursement | \$450.25    |        | Unbilled       |         |                |              |       |
| Total:                              |              |                                                                                                                                                             | \$11,220.97 | \$0.00 |                |         |                |              |       |
| Balance:                            |              |                                                                                                                                                             | \$11,220.97 |        |                |         |                |              |       |
| 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 : -----    |              |                                                                                                                                                             | \$11,220.97 |        |                |         |                |              |       |
| 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**



State of California  
Labor and Workforce Development Agency /  
Department of Industrial Relations

## Private Attorneys General Act (PAGA) – Filing

### Other Document

PAGA Number (LWDA-CM-): \*

*Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".*

[Search for PAGA Case number](#)

#### Your Information (Person Who is Filing)

Your First Name \*

Your Last Name \*

Your Email Address \*

Your Street Name, Number and Suite/Apt \*

Your Mobile Phone Number

Your City \*

Your Work Phone Number

Your State \*



Your Zip/Postal Code \*

## Documents

**Other Document \*** 01.31.24 OR...Prelim App.pdf**Other Attachment (if any)** 03.22.24 Ord...al Hearing.pdf[Add Another Attachment](#)

Should you have questions regarding this online form, please contact [PAGInfo@dir.ca.gov](mailto:PAGInfo@dir.ca.gov)

**IMPORTANT NOTICE OF REDACTION RESPONSIBILITY:** All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

## Irma Ceja

---

**From:** Lance Dacre  
**Sent:** Tuesday, May 28, 2024 11:25 AM  
**To:** Staff  
**Subject:** FW: Thank you for your Other Response or Document Submission

LANCE DACRE, ESQ.

9880 Research Dr., Irvine, CA 92618  
Office: (949) 387-7200  
Fax: (949) 387-6676  
Website: [www.jameshawkinsaplc.com](http://www.jameshawkinsaplc.com)  
Email: [lance@jameshawkinsaplc.com](mailto:lance@jameshawkinsaplc.com)

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

From: DIR PAGA Unit <[ldadonotreply@dir.ca.gov](mailto:ldadonotreply@dir.ca.gov)>  
Sent: Tuesday, May 28, 2024 11:21 AM  
To: Lance Dacre <[lance@jameshawkinsaplc.com](mailto:lance@jameshawkinsaplc.com)>  
Subject: Thank you for your Other Response or Document Submission

05/28/2024 11:20:58 AM

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

Item submitted: Other Response or Document Submission If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)