

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Triana Henderson (SBN 359833)

thenderson@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff KAMAYA DUNN,
as an aggrieved employee, and on behalf of
all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KAMAYA DUNN, as an aggrieved employee,
and on behalf of all other aggrieved employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiff,

v.

CORINTHIAN INTERNATIONAL
PARKING LA, INC., a California corporation;
and DOES 1through 100, inclusive,

Defendants.

CASE NO.: 22STCV29224

*[Assigned for all purposes to the Hon. William
F. Highberger, Dept. 10]*

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR APPROVAL OF
REPRESENTATIVE ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

**[Filed concurrently with Declarations of
David D. Bibiyan, Vedang J. Patel, Kamaya
Dunn, and Jodey Lawrence; [Proposed]
Order; and [Proposed] Judgment]**

HEARING INFORMATION:

DATE: November 4, 2026

TIME: 10:00 a.m.

DEPT: 10

Action Filed: September 8, 2022

FAC Filed: May 26, 2023

Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on November 4, 2026, at 10:00 a.m., or as soon thereafter
3 as Plaintiff Kamaya Dunn (“Plaintiff”) may be heard in Department 10 of the Los Angeles County
4 Superior Court of California, Plaintiff will, and hereby does move this Court for entry of an order
5 approving the Joint Stipulation Re: PAGA Settlement (“Settlement Agreement”), under the Labor
6 Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”), entered into
7 by an between Plaintiff, on the one hand; and defendant Corinthian International Parking LA, Inc.
8 (“Defendant”) on the other hand; in the above-referenced action.

9 This motion is based upon this Notice, the attached Memorandum of Points and Authorities,
10 the accompanying Declarations of David D. Bibiyan, Vedang J. Patel, Plaintiff Kamaya Dunn, and
11 Jodey Lawrence, and exhibits attached thereto, the [Proposed] Order Granting Motion for Approval
12 of the Representative Action Settlement, the [Proposed] Judgment and any other evidence or
13 argument that may be presented at the hearing.

14
15 Dated: September 10, 2026

BIBIYAN LAW GROUP, P.C.

16
17 BY: /s/ Vedang Patel
18 VEDANG J. PATEL
19 Attorneys for Plaintiff Kamaya Dunn,
20 on behalf of herself and all others
21 similarly aggrieved
22
23
24
25
26
27
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Labor Code section 2699(l)(2) requires that the Superior Court review and approve any
4 settlement of a civil action filed pursuant to the Private Attorneys General Act of 2004, codified at
5 Labor Code section 2698, *et seq.*, (“PAGA”). Plaintiff Kamaya Dunn (“Plaintiff”) and defendant
6 Corinthian International Parking LA, Inc. (“Defendant,” and together with Plaintiff, the “Parties”),
7 have agreed to settle Plaintiff’s PAGA claims, fully resolving this case pursuant to the Joint
8 Stipulation Re: PAGA Settlement¹ (“Settlement” or “Settlement Agreement” or “Agreement”).

9 The approximately 120 “Aggrieved Employees” who are covered by the Settlement
10 Agreement are all persons currently or formerly employed by Defendant, either directly or through
11 any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid
12 employees during the period from June 1, 2021 through December 16, 2025 (“PAGA Period”).

13 The Settlement Agreement provides that Defendant pays \$160,000.00² as the Gross
14 Settlement Amount. From this amount, Plaintiff requests an award of \$3,950.00 in administration
15 costs, attorneys’ fees in the amount of not more than one-third (1/3) of the Gross Settlement Amount,
16 or \$53,333.33 (as the same may be escalated pursuant to the Settlement Agreement), and
17 reimbursement of \$29,480.01 in litigation costs. Of the remaining sum (hereinafter, the “Net
18 Settlement Amount), and pursuant to the PAGA statute, seventy-five percent (75%) shall be paid to
19 the California Labor and Workforce Development Agency (“LWDA”) and twenty-five percent
20 (25%) of which will be paid to Aggrieved Employees. These penalties are genuine and meaningful

21
22
23 ¹ A true and correct copy of the Settlement Agreement is attached as Exhibit “1” to the Declaration of Vedang J. Patel
24 (“Patel Decl.”) for the Court’s convenience.

25 ² Defendant represents that there are no more than 9,500 PAGA Pay Periods during the PAGA Period. In the event the
26 number of PAGA Pay Periods during the PAGA Period increases by more than ten percent (10%), or 950 PAGA Pay
27 Periods, then the GSA shall be increased proportionally by the PAGA Pay Periods in excess of 10,450 multiplied by the
28 Pay Period Value. The Pay Period Value shall be calculated by dividing the GSA by 9,500. The Parties agree that the
Pay Period Value amounts to \$16.84 per pay period (\$160,000 / 9,500 pay periods). Thus, for example, should there be
15,000 PAGA Pay Periods in the PAGA Period, then the GSA shall be increased by \$76,622 [(15,000 PAGA Pay
Periods – 10,450 PAGA Pay Periods) x \$16.84/pay period)]. Alternatively, should the number of pay periods increase
by more than ten percent (10%), then Defendant may elect to end the PAGA Period on the day the number of PAGA
Pay Periods reaches 10,450. Defendant shall make its election no later than forty-five (45) calendar days after full
execution of this Agreement, or within a reasonable time after the date Defendant is notified by the Administrator that
there are more than 10,450 PAGA Pay Periods in the proposed PAGA Period, whichever is later.

1 and fulfill PAGA's underlying purpose to benefit the public. Accordingly, Plaintiff requests that the
2 Court approve the Settlement as such awards are reasonable and also warrant approval.

3 **II. FACTUAL AND PROCEDURAL BACKGROUND**

4 **A. The Parties**

5 Plaintiff was a non-exempt hourly-paid employee of Defendant from approximately July of
6 2021 through approximately March of 2022. Plaintiff was employed as a Security Guard with duties
7 that included, but were not limited to, monitoring security cameras, performing regular rounds, and
8 granting access to residents who were locked out.

9 Based on information provided by Defendant, Plaintiff believes there are approximately 120
10 Aggrieved Employees in the PAGA Period.

11 **B. Procedural History**

12 Also on June 13, 2022, Plaintiff filed with the LWDA and served on Defendant a notice
13 under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to
14 recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations
15 ("PAGA Notice"). A true and correct copy of the PAGA Notice is attached to the Declaration of
16 Vedang J. Patel as Exhibit "2."

17 On September 8, 2022, Plaintiff filed representative Action by filing a Complaint in
18 Superior Court of California, for the County of Los Angeles, Case no. 22STCV29224, alleging
19 causes of action against Defendant for civil penalties under the Labor Code Private Attorneys
20 General Act of 2004 ("PAGA") based on the Labor Code violations alleged in the PAGA Notice.
21 Defendant denies the allegations in the Complaint, denies any failure to comply with the laws
22 identified therein, and denies any and all liability for the causes of action alleged.

23 On May 26, 2023, Plaintiff filed a first amended Complaint on May 26, 2023, clarifying the
24 allegations as asserted in the PAGA Notice and original complaint ("Operative Complaint").

25 Thereafter, the Parties agreed to exchange informal discovery and participate in mediation.

26 Prior to mediation, Plaintiff obtained, through informal discovery: (1) Defendant's
27 workforce, payroll and timekeeping practices during the PAGA Period; (2) all relevant policy
28 documents from Defendant; and (3) Plaintiff's personnel records.

1 On December 16, 2025, the Parties participated in a mediation presided over by Nikki Tolt,
2 Esq., of ACT Mediation, Inc., which led to this Agreement to settle the Action on a PAGA only
3 basis.

4 PAGA Counsel has conducted significant investigation of the law and facts relating to the
5 claims asserted in the Action, and has concluded that the Settlement set forth herein is fair,
6 reasonable, adequate and in the best interests of the Aggrieved Employees, and, to the extent
7 permitted by law, the State of California, taking into account the sharply contested issues involved,
8 the expense and time necessary to litigate the Action through trial and any appeals, the risks and
9 costs of further litigation, the risk of an adverse outcome, the uncertainties of complex litigation, the
10 information learned through informal discovery regarding Plaintiff's allegations, and the substantial
11 benefits to be received by Aggrieved Employees.

12 Defendant has concluded that, because of the substantial expense of defending against the
13 Action, the length of time necessary to resolve the issues presented herein, the inconvenience
14 involved and the concomitant disruption to their business operations, it is in their best interests to
15 accept the terms of the Agreement. Defendant denies each of the allegations and claims asserted
16 against it in the Action. However, Defendant nevertheless desires to settle the Action for the purpose
17 of avoiding the burden, expense, and uncertainty of continuing litigation, and for the purpose of
18 putting to rest the controversies engendered by the Action.

19 **C. Discovery and Investigation**

20 In the leadup to mediation, PAGA Counsel³ investigated Plaintiff's claims, performed legal
21 research regarding Defendant's defenses, and engaged in informal discovery. During that time,
22 Defendant produced: (1) Defendant's workforce, payroll and timekeeping practices during the
23 PAGA Period; (2) all relevant policy documents of Defendant'; and (4) Plaintiff's personnel records.

24 The above information and sampling yielded sufficient information to determine, for the
25 PAGA Period, the total number of Aggrieved Employees, the total number of shifts and PAGA pay
26 periods, the average length of shifts for Aggrieved Employees, average rates of pay, detailed
27 analyses of meal period and rest period violations, the number of Aggrieved Employees eligible for
28

³ "PAGA Counsel" means David D. Bibiyan, and Vedang J. Patel of Bibiyan Law Group, P.C.

1 waiting time penalties and wage statement penalties, and the policies and practices in play during
2 the PAGA Period. The documents and information produced enabled PAGA Counsel to analyze
3 the law and facts relating to Plaintiff's claims. PAGA Counsel also retained an expert to review and
4 analyze the time and payroll records and prepare a model setting forth Defendant's potential
5 exposure for civil penalties for use in mediation. The documents and information shared also
6 enabled Plaintiff to evaluate the potential hurdles to recovery, including in connection with the
7 merits of the claims and manageability. Based on this investigation and discovery, Plaintiff was
8 able to act intelligently and effectively in negotiating the proposed Settlement.

9 **D. Mediation**

10 On December 16, 2025, the Parties participated in a mediation presided over by Nikki Tolt,
11 Esq., of ACT Mediation, Inc., which led to this Agreement to settle the Action on a PAGA only
12 basis.

13 The Settlement negotiations were at arm's length and, although conducted in a professional
14 manner, were adversarial. The Parties went into mediation willing to explore the potential for a
15 settlement of the Action, but each side was also prepared to litigate their position through trial and
16 appeal if a settlement had not been reached. After several exchanges of a memorandum of
17 understanding and ultimately a long form draft settlement agreement, the Parties fully executed the
18 Settlement Agreement, a copy of which is attached to the Declaration of Vedang J. Patel as Exhibit
19 "1" thereto.

20 Based on PAGA Counsel's investigation, informal discovery, and evaluation of Plaintiff's
21 claims, Defendant's defense regarding the merits of the claims and the manageability of a trial
22 thereon, Defendant's potential exposure, the expense and time necessary to pursue this action
23 through trial, the risks and costs of further prosecution of this action, the uncertainties of complex
24 litigation and developing law, and the benefits that will accrue to the LWDA and the Aggrieved
25 Employees, the Parties and their counsel believe that a settlement on the terms set forth herein is
26 fair, reasonable, adequate, and in the best interests of Plaintiff, Aggrieved Employees, the LWDA,
27 and Defendant.

28 ///

1 **III. SUMMARY OF SETTLEMENT**

2 **A. The Aggrieved Employees**

3 The “Aggrieved Employees” who are covered by the Settlement Agreement are all persons
4 currently or formerly employed by Defendant, either directly or through any subsidiary, staffing
5 agency, or professional employer organization, as non-exempt, hourly-paid employees during the
6 period from June 1, 2021, through December 16, 2025 (“PAGA Period”). Based on information
7 provided by Defendant prior to mediation, Plaintiff believes there are approximately 120 Aggrieved
8 Employees in the PAGA Period.

9 **B. Settlement Terms**

10 The Settlement provides for a Gross Settlement Amount (“GSA”) of \$160,000.00, as the
11 same may be escalated pursuant to the Parties’ Settlement Agreement, to be paid by Defendant. The
12 GSA shall be allocated as follows:

13 **1. Net Settlement Amount**

14 The amount of the GSA that remains after deducting the Administration Expenses Payment
15 (\$3,950.00), PAGA Counsel’s Attorneys’ Fees (\$53,333.33), and PAGA Counsel’s Litigation
16 Expenses Payment (\$29,480.01) will be designated as the Net Settlement Amount (“NSA”). If the
17 Court approves those allocations, the total estimated amount of the Net Settlement Amount is
18 \$73,236.66, as the same may be escalated pursuant to the Settlement Agreement. Pursuant to the
19 Settlement Agreement and Labor Code section 2699(i), seventy-five percent (75%) of the Net
20 Settlement Amount, or \$54,927.49 (as the same may be escalated pursuant to the Settlement
21 Agreement) will be paid to the LWDA, and the remaining twenty-five percent (25%), or \$18,309.16
22 (as the same may be escalated pursuant to the Settlement Agreement) of the Net Settlement Amount
23 will be paid to the Aggrieved Employees on a *pro rata* basis using their respective number of PAGA
24 Pay Periods⁴ worked during the PAGA Period. The estimate average payment to Aggrieved
25 Employees is approximately \$152.58 (\$18,309.16 / 120 Aggrieved Employees).

26 ///

27

28 ⁴ “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2. Administrator and Administration Expenses Payment

The Parties have agreed that the Administrator will be Phoenix Class Action Administration Solutions (“Phoenix”). The cost of administering the Settlement, including but not limited to, mailing the Individual PAGA Payments⁵ to the Aggrieved Employees, shall not exceed \$3,950.00 and will be paid to the Administrator from the Gross Settlement Amount.

3. PAGA Counsel’s Attorneys’ Fees and Costs

An award of attorneys’ fees is requested to PAGA Counsel in an amount not more than one-third (1/3) of the Gross Settlement Amount, which unless escalated pursuant to the Settlement Agreement, will be \$53,333.33, as well as reimbursement of litigation costs reasonably incurred in an amount of \$29,480.01.

4. Settlement Administration

Within fourteen (14) days of the Effective Date, as defined in the Agreement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s (1) name; (2) last-known mailing address(es); (3) last known Social Security Number(s); and (4) number of pay periods worked during the PAGA Period. To protect Aggrieved Employees’ privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement.

Defendant shall fund the Gross Settlement Amount as follows: (a) \$40,000.00 shall be paid within thirty (30) days of execution of this Agreement; and (b) Defendant shall thereafter pay \$5,000.00 per month until the Gross Settlement Amount is fully paid. The final payment shall be made on or before December 31, 2027. All funds shall be deposited into an interest-bearing fund account established for the benefit of the Aggrieved Employees and the LWDA. The Administrator

⁵ “Individual PAGA Payments” refers to the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1 will subsequently mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the
2 Administration Expenses Payment, the PAGA Counsel Fees and Expenses Payment. The
3 Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved
4 Employees via First Class U.S. Mail, postage prepaid, along with the PAGA Payment Letter, the
5 substance of which is attached to the Patel Decl. as Exhibit “3.”

6 The face of each check shall prominently state the date (not less than 180 days after the date
7 of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by
8 the void date. Before mailing any checks, the Administrator must update the recipients’ mailing
9 addresses using the National Change of Address Database. The Administrator must conduct an
10 Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned
11 undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check,
12 the Administrator must re-mail checks to the USPS forwarding address provided or to an address
13 ascertained through the Aggrieved Employee Address Search. For any Aggrieved Employee whose
14 check is uncashed and cancelled after the void date, the Administrator shall transmit the funds
15 represented by such checks, together with any accrued interest, to Legal Aid at Work, 180
16 Montgomery Street, Suite 600, San Francisco, California 94104, for use in Los Angeles County in
17 the name of the Aggrieved Employee.

18 **5. Taxes**

19 The Administrator will report Individual PAGA Payments on IRS Form 1099. Aggrieved
20 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
21 Payment. The Parties do not expect there to be any employer-side taxes arising from this Settlement
22 because this is a settlement of a representative action for civil penalties. If it is determined that
23 employer-side taxes exist on the Gross Settlement Amount, such taxes will be funded by the Gross
24 Settlement Amount.

25 **6. Release**

26 Effective on the date when Defendant fully funds the entire Gross Settlement Amount, for
27 the duration of the PAGA Period, Plaintiff, PAGA Counsel, and all Aggrieved Employees are
28 deemed to release, on behalf of themselves, and their respective former and present representatives,

1 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims
2 for civil penalties under PAGA that were asserted in Plaintiff's PAGA Notice and the Operative
3 Complaint, or that reasonably could have been asserted based on the facts alleged in the PAGA
4 Notice and the Operative Complaint.

5 **7. Escalator Provision**

6 Defendant represents that there are no more than 9,500 PAGA Pay Periods during the PAGA
7 Period. In the event the number of PAGA Pay Periods during the PAGA Period increases by more
8 than 10%, or 950 PAGA Pay Periods, then the GSA shall be increased proportionally by the PAGA
9 Pay Periods in excess of 10,450 multiplied by the Pay Period Value. The Pay Period Value shall be
10 calculated by dividing the GSA by 9,500. The Parties agree that the Pay Period Value amounts to
11 \$16.84 per pay period (\$160,000 / 9,500 pay periods). Thus, for example, should there be 15,000
12 PAGA Pay Periods in the PAGA Period, then the GSA shall be increased by \$76,622 [(15,000
13 PAGA Pay Periods – 10,450 PAGA Pay Periods) x \$16.84/pay period)]. Alternatively, should the
14 number of pay periods increase by more than ten percent (10%), then Defendant may elect to end
15 the PAGA Period on the day the number of PAGA Pay Periods reaches 10,450. Defendant shall
16 make its election no later than forty-five (45) calendar days after full execution of this Agreement,
17 or within a reasonable time after the date Defendant is notified by the Administrator that there are
18 more than 10,450 PAGA Pay Periods in the proposed PAGA Period, whichever is later.

19 **8. Uncashed Checks**

20 All checks mailed to the Settlement Class Members and Aggrieved Employees that are not
21 cashed within 180 days of the date of issuance of the check shall be transmitted to Legal Aid at
22 Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, for use in Los Angeles
23 County in the name of the Aggrieved Employee who did not claim the funds.

24 **IV. ARGUMENT**

25 **A. The PAGA Penalties Secured By The Settlement Are Genuine And Meaningful And** 26 **Fulfill PAGA's Underlying Purpose To Benefit The Public**

27 The PAGA statute specifically provides that "[t]he superior court shall review and approve
28 any settlement of any civil action filed pursuant to this part." (Lab. Code, § 2699, subd. (1)(2).) The

1 statute, however, does not require a two-step process or otherwise mimic the class action approval
2 requirements when the parties reach a settlement only as to PAGA civil penalties. (*Salazar v. Sysco*
3 *Central Cal., Inc.* (E.D. Cal. Feb. 2, 2017) 2017 WL 1135801, *2 [rejecting the application of class
4 action settlement rules and procedures for PAGA settlement approval]). In the absence of an
5 explicit statutory requirement, the LWDA has provided guidance, explaining that courts should
6 evaluate settlements of PAGA claims based on whether “the relief provided for under the PAGA
7 [is] genuine and meaningful, consistent with the underlying purpose of the statute to benefit the
8 public.” (*O’Connor v. Uber Techs., Inc.* (N.D. Cal. 2016) 201 F. Supp. 3d 1110, 1133.). Courts
9 defer to the agency’s interpretation of a statute where authority has been delegated to that agency.
10 (*New Cingular Wireless PCS, LLC v. Pub. Utilities Comm’n* (2016) 246 Cal.App.4th 784, 807.)
11 When evaluating a PAGA settlement, the Court should analyze whether the amount of civil penalties
12 obtained is “genuine and meaningful” in light of the PAGA’s statutory purpose.

13 The California Legislature enacted PAGA to “augment the limited enforcement capability
14 of the [LWDA] by empowering employees to enforce the Labor Code as representatives of the
15 Agency.” (*Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 383.). This statute
16 authorizes an employee to bring an action for “civil penalties on behalf of the state against his or
17 her employer for Labor Code violations committed against the employee and fellow employees.”
18 (*Id.* at 360.). An action under PAGA to recover civil penalties “is essentially a law enforcement
19 action designed to protect the public and not benefit private parties.” (*Id.* at 381.). Fundamentally,
20 “a PAGA action is a statutory action in which the penalties available are measured by the number
21 of Labor Code violations committed by the employer.” (*Sakkab v. Luxottica Retail North America,*
22 *Inc.* (9th Cir. 2015) 803 F.3d 425, 435.) “As the state’s proxy, an employee-plaintiff may obtain
23 civil penalties for violations committed against absent employees [citation], just as the state could
24 if it brought an enforcement action directly.” (*Id.*)

25 Under the general provisions of the PAGA scheme, seventy-five (75%) of the civil penalties
26 recovered go to the State, while the remaining amount is given to the aggrieved employees. (Lab.
27 Code, § 2699, subd. (i).) The PAGA action is one of the “primary mechanisms for enforcing the
28 Labor Code.” (*Iskanian*, 59 Cal.4th at 383.) As the State’s proxy or agent, “the employee plaintiff

1 represents the same legal right and interest as state labor law enforcement agencies- namely,
2 recovery of civil penalties that otherwise would have been assessed by and collected by the
3 [LWDA].” (*Id.*) “[A]n aggrieved employee’s action under [PAGA] functions as a substitute for an
4 action brought by the government itself.” (*Id.*) The goal of PAGA is to impose civil penalties for
5 Labor Code violations “significant enough to deter violations.” (*Id.* at 379.)

6 Thus, a PAGA action is “fundamentally different from a class action.” (*Baumann v. Chase*
7 *Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1123 [“These differences stem from the central
8 nature of PAGA. PAGA plaintiffs are private attorneys general who, stepping into the shoes of the
9 LWDA, bring claims on behalf of the state agency.”]. The PAGA statute expressly distinguishes
10 and preserves the right of employees to separately (or concurrently) pursue their own causes of
11 action against their employers and to recover other available federal and state remedies. (Lab. Code,
12 § 2699, subd. (g)(1); *see Baumann*, 747 F.3d at 1123 [explaining the differences between the finality
13 in class action judgments and the limited res judicata effect of PAGA judgments].) “Unlike a class
14 action seeking damages or injunctive relief for injured employees, the purpose of PAGA is to
15 incentivize private parties to recover civil penalties for the government that otherwise may not have
16 been assessed and collected by overburdened state enforcement agencies.” (*McKenzie v. Federal*
17 *Exp. Corp.* (C.D. Cal. 2011) 765 F. Supp. 2d 1222, 1233.) PAGA penalties do not seek damages
18 that are compensatory in nature. (*ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 188.)

19 Here, PAGA Counsel believes the Settlement penalizes Defendant for its alleged violation
20 of California’s labor laws, provide a significant benefit of \$73,236.66 (as the same may be escalated
21 pursuant to the Settlement) to the State and also provides relief to the Aggrieved Employees that is
22 genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public.
23 Lastly, the Gross Settlement Amount of \$160,000.00, as the same may be escalated pursuant to the
24 Settlement Agreement, is significant enough to deter Defendant from future violations.
25 Accordingly, the Settlement fulfills the underlying purpose of the statute and confers a substantial
26 benefit on the public.

27 ///

28 ///

1 **B. The Settlement Is Reasonable Given The Risks Of Further Litigation**

2 In assessing whether the amount in civil penalties is genuine and meaningful, the Court may
3 balance the amount in penalties with the risks of further litigation. Here, Plaintiff obtained a
4 meaningful amount in civil penalties despite facing significant challenges had the litigation
5 continued.

6 The potential claims for penalties include, failure to pay all wages due, failure to provide
7 minimum wages or pay for all hours worked, failure to pay overtime compensation, failure to
8 provide meal and/or rest periods, failure to pay proper meal or rest period premiums, failure to
9 provide and maintain accurate itemized wage statements, failure to timely pay wages due at the time
10 of separation of employment, and failure to reimburse all business-related expenses.

11 Moreover, only initial violation rates were used in calculating potential penalties as, until
12 “notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware
13 that its continuing underpayment of employees is a “violation” subject to penalties.” (*Amaral v.*
14 *Cintas Corp. No. 2 [Amaral]* (2008) 163 Cal. App. 4th 1157, 1209.) Thus, subsequent violations
15 in the PAGA context means not just later in time but following notice to the employer that it is in
16 violation of the Labor Code. (*Patel v. Nike Retail Servs., Inc.* (N.D. Cal. 2014) 58 F.Supp.3d 1032,
17 1042; *accord Amaral*, 163 Cal. App. 4th at 1209 [only “after the employer has learned its conduct
18 violates the Labor Code, the employer is on notice that any future violations will be punished ... at
19 twice the rate of penalties ... that were imposed for the initial violation”].) Because in this instance
20 there was no evidence that Defendant was provided notice that they were in violation of the Labor
21 Code, initial violation rates were used to calculate penalties.

22 At the time of mediation and based on the records produced by Defendant, Plaintiff
23 understood there to be 9,500 PAGA Pay Periods during the PAGA Period. While PAGA Counsel
24 are informed and believe that reasonable minds differ with regard to calculation of PAGA penalties,
25 PAGA Counsel believes one reasonable calculation of Defendant’s maximum exposure in PAGA
26 penalties is as follows:

27 ///

28 ///

- 1 1. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of \$100 for
2 an initial violation and \$200 for each subsequent violation. Using the initial pay period
3 rate for all violations, and a violation every single pay period for every single non-exempt
4 employee in the PAGA Period, this amounts to a maximum exposure of \$950,000 (9,500
5 pay periods x \$100).
- 6 2. Overtime Violations: Labor Code section 558 prescribes penalties of \$50 for an initial
7 violation and \$100 for each subsequent violation. Using the initial pay period rate for
8 all violations, and a violation every single pay period for every single non-exempt
9 employee in the PAGA Period, this amounts to a maximum exposure of \$475,000 (9,500
10 pay periods x \$50).
- 11 3. Meal Period Violations: Labor Code section 558 prescribes penalties of \$50 for an initial
12 violation and \$100 for each subsequent violation. Using the initial pay period rate for
13 all violations, and a violation every single pay period for every single non-exempt
14 employee in the PAGA Period, this amounts to a maximum exposure of \$475,000 (9,500
15 pay periods x \$50).
- 16 4. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50 for an initial
17 violation and \$100 for each subsequent violation. Using the initial pay period rate for
18 all violations, and a violation every single pay period for every single non-exempt
19 employee in the PAGA Period, this amounts to a maximum exposure of \$475,000 (9,500
20 pay periods x \$50).
- 21 5. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021) 287
22 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate
23 penalty for wage statement violations that are inaccurate, which prescribes penalties of
24 \$100 for an initial violation and \$200 for each subsequent violation. (*Id.* at 247-248.)
25 Using the initial pay period rate for all violations, and a violation every single pay period
26 for every single Aggrieved Employee in the PAGA Period, this amounts to a maximum
27 exposure of \$950,000 (9,500 pay periods x \$100).

28 ///

1 6. Waiting Time Penalties: Labor Code section 558 prescribes penalties of \$50 for an initial
2 violation and \$100 for each subsequent violation. Because this violation is merited only
3 at separation of employment, a one hundred percent (100%) violation rate would likely
4 include be just one violation per employee. Plaintiff's Counsel contends that there were
5 approximately 120 Aggrieved Employees separated from the company during the
6 relevant time period. This amounts to a maximum exposure of \$12,000 (120 Aggrieved
7 Employees x \$100).

8 7. Failure to Reimburse Work Expenses: Labor Code section 2699 would be the appropriate
9 penalty for failure to reimburse work expenses, which prescribes penalties of \$100 for
10 an initial violation and \$200 for each subsequent violation. Using the initial pay period
11 rate for all violations, and a violation every single pay period for every single Aggrieved
12 Employee in the PAGA Period, this amounts to a maximum exposure of \$950,000 (9,500
13 pay periods x \$100).

14 In sum, PAGA Counsel calculated Defendant's total maximum exposure for PAGA
15 violations if the Court were to find a one hundred percent (100%) violation rate for every Aggrieved
16 Employee every pay period, allow "stacking" of PAGA Penalties (i.e. multiple penalties for
17 different Labor Code violations in the same pay period), and not exercise its discretion to reduce
18 any of those penalties to be \$4,287,000.

19 On the other hand, PAGA Counsel understands that Defendant argued the following in
20 connection with this claim: Defendant contends that no PAGA penalties are likely to be awarded
21 and, even if they were, the maximum exposure calculated by Plaintiff is vastly overstated. First,
22 Defendant defends that PAGA penalties cannot and should not be stacked, specifically including
23 penalties arising from violations of Labor Code sections 201–203, 204, and 226, and that, even if
24 they could, very few Courts have ever exercised discretion to stack them. Second, Defendant denies
25 that a violation for each pay period can be established. Third, Defendant contends that a Court is
26 unlikely to exercise its discretion to award civil penalties under PAGA where, as here, Defendant
27 contends there is no conduct that would show any Labor Code violations by Defendant, if any, is
28 knowing and intentional that would justify PAGA penalties. Finally, Defendant asserts that

1 individualized issues predominate the PAGA claims, making the claims unmanageable for trial.
2 Thus, Defendant contends that the Court cannot, should not, and will not exercise its discretion to
3 award any penalties under PAGA.

4 While Plaintiff is confident in the merits of the case, a legitimate controversy exists as to
5 each predicate Labor Code violation. For example, Plaintiff contends that the Aggrieved Employees
6 were subjected to, *inter alia*, not being paid for all time under Defendant's control, unlawful meal
7 and rest break policies, and were denied meal and rest break premiums. Defendant refutes these
8 contentions, claiming, for example, that everyone was paid for all time worked, they authorized and
9 permitted rest breaks, and provided meal periods.

10 Plaintiff also considered the fact that continued litigation would be expensive, time-
11 consuming and an uncertain proposition, involving a trial and possible appeals, and would delay
12 any recovery to the State and the Aggrieved Employees. There is also a substantial risk that the
13 Court would reduce the award even if Plaintiff was successful or otherwise exercises its discretion
14 not to award penalties at all even if Labor Code violations are found. In contrast, if the Court
15 approves the Settlement, the Aggrieved Employees will receive timely relief and avoid the risk of
16 an unfavorable judgment. Plaintiff objectively and knowledgably balanced the strengths and
17 weaknesses of their claims, the likelihood of reaching a trial, and the likelihood of success at trial
18 against the risk of continued litigation and was able to determine a realistic range of settlement
19 recovery for PAGA penalties.

20 As such, PAGA Counsel believes a twenty-five (25%) valuation of this theoretical maximum
21 exposure, resulting in **\$1,071,750.00 to be a reasonable estimate of the likelihood of what**
22 **Plaintiff may potentially recover at trial for PAGA penalties** (\$4,287,000 x 0.25). In all, PAGA
23 Counsel obtained a Gross Settlement Amount of \$160,000.00.

24 Thus, when the risks of litigation, including, without limitation, the burdens of proof
25 necessary to establish liability, and the mixed case law on manageability, that no recovery may have
26 been possible whatsoever, as well as the probability of appeal of a favorable judgment are
27 considered, it is clear that the Settlement is reasonable and in the best interest of the State and the
28 public. The Settlement therefore accomplishes PAGA's objectives by imposing sufficient civil

1 penalties “to punish and deter” Defendant from future alleged Labor Code violations, while also
2 ensuring that the penalties are not “unjust, arbitrary and oppressive, or confiscatory.” (Lab. Code,
3 § 2699, subd. (e)(2); *Iskanian*, 59 Cal.4th at 384.)

4 **C. PAGA Counsel’s Requested Fees and Costs Are Reasonable**

5 PAGA Counsel are entitled to reasonable attorneys’ fees pursuant to Labor Code section
6 2699(g)(1) which provides that “[a]ny employee who prevails in any action shall be entitled to an
7 award of reasonable attorney’s fees and costs.” (Lab. Code, § 2699, subd. (g)(1); see also *Gouskos*
8 *v. Aptos Village Garage, Inc.* (2001) 94 Cal.App.4th 754, 765 [holding that attorneys’ fees to
9 prevailing party are mandatory when the statute uses the word “shall”].) Additionally, PAGA
10 Counsel are entitled to fees based on the contingent agreement with its clients. It is undisputed that
11 Plaintiffs are the prevailing party. (*See Graciano v. Robinson Ford Sales, Inc.* (2006) 144
12 Cal.App.4th 140, 153, internal citations omitted [“[P]laintiffs may be considered ‘prevailing parties’
13 for attorney’s fee purposes if they succeed on any significant issue in the litigation that achieves
14 some of the benefit the parties sought in bringing suit.”])

15 Accordingly, Plaintiff is entitled to recover attorneys’ fees and costs. Plaintiff requests a fee
16 of one-third (1/3) of the Gross Settlement Amount, which, unless and until escalated pursuant to the
17 Parties’ Settlement Agreement, amounts to \$53,333.33, is reasonable, is well within the range of
18 fees generally sought and approved in other class and representative cases and is also reasonable
19 based on PAGA Counsel’s lodestar.

20 **1. An Award of Fees Based on a Percentage of the Common Fund is Appropriate** 21 **and Reasonable**

22 The percentage of attorneys’ fees set forth in the Settlement (*i.e.*, not more than one-third
23 (1/3) of the GSA) is reasonable. Historically, courts have awarded percentage fees in the range of
24 20% to 50% in collective actions, depending on the circumstances of the case. (Newberg on Class
25 Actions, 4th Ed. 2002, § 14: 6.) Furthermore, California and federal courts have long recognized
26 that a percentage of recovery for attorneys’ fees is properly awarded on the basis of the total
27 recovery. (*Boeing v. Van Gemert* (1980) 444 U.S. 472, 480-481; *see also In re Consumer Privacy*
28 *Cases* (2009) 175 Cal.App.4th 545, 558, fn.13, emphasis added [“Empirical studies show that,

1 regardless whether the percentage method or the lodestar method is used, fee awards in class actions
2 average around *one-third* of the recovery”].)

3 Here, the requested fee of only one-third (1/3) of the Gross Settlement Amount is consistent
4 with the fees awarded in other PAGA settlements approved by California courts. (*See, e.g., Ortiz v.*
5 *Morgan Stanley Smith Barney, LLC* San Francisco County Superior Court, Case No. CGC-17-
6 560139 [awarding attorneys’ fees of one-third under percentage method]; *Chavez v. Saticoy Lemon*
7 *Ass’n Case No. 56-2015-00468600-CU-OE-VTA*, 2015 WL 5561118, Ventura County Superior
8 Court Aug. 29, 2015) [approving attorneys’ fees of one-third of PAGA settlement fund]; *Tocci v.*
9 *Yard House Northridge LLC*, Los Angeles County Superior Court Case No. BC625604 [same];
10 *Jozami v. Twilio Inc.*, San Francisco County Superior Court Case No. CGC-18-566356 [same].)

11 PAGA Counsel invested time and resources into litigating this Action, with nearly \$30,000
12 of costs to date and counting deferred to the end of the case and entirely contingent on the outcome
13 which, as set forth above, the recovery of which was far from certain with much of the litigation
14 still potentially pending. It has been a long-recognized principle that an attorney merits a
15 significantly larger fee when the compensation is contingent, rather than being fixed on a time or
16 contractual basis. (*Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1048-51.) During
17 the period that this Action has been pending, PAGA Counsel has advanced all expenses, and has
18 not received any compensation for prosecuting the Action on behalf of the State and other Aggrieved
19 Employees.

20 The significant outlay of monetary and personnel resources has been completely at risk and
21 wholly dependent upon obtaining a substantial settlement or the imposition of civil penalties at trial.
22 Plaintiff’s Counsel should not be penalized with a lower fee for settling the case prior to trial,
23 because the percentage of the fund method “encourages early settlement, which avoids protracted
24 litigation.” (*Laffitte v. Robert Half Int’l* (2016) 1 Cal.5th 480, 489.) Thus, the requested award of
25 attorneys’ fees is reasonable under the percentage of the fund method.

26 ///

27 ///

1 **2. The Requested Fees are Also Reasonable Under a Lodestar Crosscheck.**

2 To measure reasonableness, the Court may cross-check the percentage of recovery against
3 Plaintiff's Counsels' lodestar. (*Laffitte*, 1 Cal.5th at 506; *see Privacy Cases*, 175 Cal.App.4th at 556-
4 58.) PAGA Counsel's lodestar is based upon a total of 240.3 hours at customary hourly rates.

5 To summarize PAGA Counsel's lodestar request, PAGA Counsel at Bibiyan Law Group,
6 P.C., will have collectively worked approximately 240.3 hours. PAGA Counsel's hourly rate in this
7 case for David D. Bibiyan is \$1,200 per hour (approx. 11.4 hours); Sarah Cohen is \$1,000 per hour
8 (approx. 45.3 hours); Vedang J. Patel is \$900 per hour (approx. 26.7 hours); Keaton Mendoza is
9 \$450 per hour (approx. 21.9 hours); Triana Henderson is \$450 per hour (approx. 14.2 hours);
10 Paralegals are \$200 per hour (approx. 14.3 hours); and Legal Assistants are \$95 per hour (approx.
11 9.1 hours). At PAGA Counsel's hourly rates, this results in a total lodestar amount of \$161,240.

12 In total, PAGA Counsel have expended 240.3 hours, and at their hourly rates, this results in
13 a total lodestar amount of \$161,240. PAGA Counsel requests attorneys' fees of only \$56,000.00.

14 **3. PAGA Counsel's Hours Are Reasonable**

15 In determining whether the number of hours expended on the litigation was reasonable, the
16 court must determine that "the time spent was reasonably necessary and that [] counsel made 'a
17 good faith effort to exclude from the fee request hours that are excessive, redundant, or otherwise
18 unnecessary.'" (*Jordan v. Multnomah County* (9th Cir. 1987) 815 F.2d 1258, 1263 fn. 8.) The court
19 "should defer to the winning lawyer's professional judgment as to how much time he was required
20 to spend on the case." (*Moreno v. City of Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112 [noting
21 that "[l]awyers are not likely to spend unnecessary time on contingency fee cases in the hope of
22 inflating their fees. The payoff is too uncertain, as to both the result and the amount of the fee."]).
23 "Testimony of an attorney as to the number of hours worked on a particular case is sufficient
24 evidence to support an award of attorney fees, even in the absence of detailed time records" (*Martino*
25 *v. Denevi* (1986) 182 Cal.App.3d 553, 559, citations omitted; *see also Wershba*, 91 Cal.App.4th at
26 255 ["California permits fee awards in the absence of detailed time sheets"]; *Laffitte*, 1 Cal.5th at
27 505 [trial court properly exercised its discretion to perform the lodestar cross-check "using counsel
28 declarations summarizing overall time spent rather than demanding and scrutinizing daily time

1 sheets in which the work performed was broken down by individual task”].)

2 PAGA Counsel at Bibiyan Law Group, P.C., has spent over 240 hours litigating this Action
3 to bring it to resolution, not including time which will be expended monitoring the administration
4 of the settlement and distribution of funds to Aggrieved Employees. The efforts expended by PAGA
5 Counsel to achieve this result include, but are not limited to, the following:

- 6 • Investigation of the matter, including meeting with Plaintiff, reviewing policies provided
7 by Plaintiff, reviewing documents in Plaintiff’s possession, reviewing and analyzing
8 Plaintiff’s personnel files, and exploring Defendant’s corporate structure to determine
9 whether any other individuals or entities should be named in the litigation;
- 10 • Compliance with prerequisites in connection with Plaintiff’s cause of action under
11 PAGA;
- 12 • Filing and serving of the PAGA Notice;
- 13 • Filing and serving pleadings in the Action, including the initial complaint in both the Class
14 Action and instant PAGA Action, as well as the First Amended Complaint in the instant
15 Action;
- 16 • Reviewing and analyzing Defendant’s answers to Plaintiff’s initial complaints;
- 17 • Meeting and conferring with Defendant’s counsel regarding the enforceability of the
18 purported arbitration agreement signed by Plaintiff;
- 19 • Meeting and conferring with counsel for Defendant regarding same while the Parties
20 engaged in informal discovery and focused their efforts on mediation;
- 21 • Drafting Stipulation for Order Granting Plaintiff Leave to File First Amended Complaint;
- 22 • Review and analysis of informal discovery, consisting of time and payroll records for a
23 sampling of the Aggrieved Employees, employee handbooks containing Defendant’s
24 policies and procedures;
- 25 • Review and analysis of the Court’s Minute Orders, attention to scheduling and delegation of
26 actions in light thereof, meeting and conferring with Defendant’s counsel, drafting and filing
27 Joint Reports and Joint Statements in advance of conferences and hearings held by the Court,
28 and preparation and attendance of the same;

1 ///

- 2 • Discussing the potential merits of mediation, as well as negotiating the parameters thereof
- 3 and the informal discovery to be exchanged beforehand, which involved iterations of written
- 4 correspondence back and forth and several telephone discussions between counsel regarding
- 5 the potential scope of discovery, as well as the scope of the pleadings;
- 6 • Working with opposing counsel and consultants for the receipt of time records, payroll
- 7 records, and data points for Aggrieved Employees, and analyzing the same with the aid of
- 8 retained expert data consultants and Plaintiff to perform analyses of liability and exposure;
- 9 • Selecting a mediator and scheduling a mediation date;
- 10 • Preparation of mediation brief, analysis, and damages model in conjunction with expert data
- 11 consultants, for use at the mediation session;
- 12 • Attendance at a full-day session of mediation by various attorneys;
- 13 • Extensive negotiation over the course of several months, with the assistance of a mediator,
- 14 regarding the terms and parameters of the settlement;
- 15 • Extensive negotiation regarding the terms of the memorandum of understanding, finalizing
- 16 and fully executing the same;
- 17 • Extensive negotiation regarding the terms of the long form settlement agreement, finalizing
- 18 and fully executing the same;
- 19 • Drafting and reviewing the PAGA Payment Letter;
- 20 • Selecting a third-party administrator with counsel for Defendant for administration of the
- 21 PAGA Payment Letter to Aggrieved Employees and obtaining bids for settlement
- 22 administration;
- 23 • Communicating with Plaintiff who requested updates or other information regarding this
- 24 matter;
- 25 • Working with opposing counsel and the Administrator to ensure timely administration of the
- 26 PAGA Payment Letter to Class Members; and
- 27 • Preparing the instant Motion for Approval.

28 ///

1 ///

2 PAGA Counsel also bears the risk of taking whatever actions are necessary if Defendant
3 fails to pay. Thus, the Court should find that PAGA Counsel's hours were necessary and reasonable
4 to achieve the excellent result here. PAGA Counsel's hourly rates are in line with, and, in fact,
5 modest, compared with the hourly rates of other Counsel in similar actions.

6 And, the over 240 hours expended by the lawyers and staff members of Bibiyan Law Group,
7 P.C. in connection with this Action and more fully detailed in the Declaration of David D. Bibiyan
8 filed concurrently herewith, is only a calculation of efforts made thus far; it does not include the
9 time that will be spent preparing for and attending the approval hearing, reviewing the
10 Administrator's final calculations, and subsequent coordination with the Administrator to ensure
11 payments to Aggrieved Employees are timely distributed. Thus, PAGA Counsel request that the
12 Court find that these hours are reasonable in this litigation.

13 The courts are quite liberal in the evidence required to prove an attorney's hours. Detailed
14 time records are not required. An attorney's testimony alone may suffice. "Testimony of an attorney
15 as to the number of hours worked on a particular case is sufficient evidence to support an award of
16 attorney fees, even in the absence of detailed time records." (*Martino v. Denevi* (1986) 182
17 Cal.App.3d 553, 559.).

18 Reasonable hours include, in addition to time spent during litigation, the time spent before
19 the action is filed, including time spent interviewing the clients, investigation of the facts and the
20 law, and preparing the initial pleadings. (*New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S.
21 54, 62. Further, the fee award should include fees incurred to establish and defend the attorney's
22 fee claim. (*Serrano v. Priest* (1982) 32 Cal. 3d 621, 639.). Here, PAGA Counsel has established
23 by declaration testimony the over 240 hours spent in this case, which suffices for evidentiary
24 purposes.

25 Once the Court establishes the lodestar amount, it may enhance the fee award by a multiplier
26 in order to make an appropriate fee award. (*Serrano*, 20 Cal.3d at 48). The pertinent factors include
27 the difficulty of the questions involved and the skill in presenting them, the contingent nature of the
28 fee award, the extent to which the litigation precluded other employment, and the percentage-of-

1 the-fund the attorney would have received on the fair market. (*Id.*) However, this list is not
2 exhaustive, and the Court can consider other factors it deems important in setting the multiplier.
3 (*Id.* at 40.) A limitation in setting the multiplier is that the Court cannot duplicate factors already
4 included in the lodestar. (*Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1139.).

5 Multipliers are commonly awarded in cases accepted on a contingent basis. (*Ketchum v.*
6 *Moses* (2001) 24 Cal.4th 1122, 1133 [contingent risk multipliers applied to attract attorneys to cases
7 of significant societal importance and “to compensate them for the risk of loss generally in
8 contingency cases *as a class.*”]; *Krumme v. Mercury Ins. Co.* (2004) 123 Cal.App.4th 924, 947
9 [contingency fee factor *alone* supported a multiplier].) Indeed, it is virtually impossible to bring a
10 plaintiff’s counsel’s compensation “into line with incentives they have to undertake claims for which
11 they are paid on a fee-for-services basis” unless a premium (*i.e.*, a multiplier) is provided. (*Ketchum*,
12 24 Cal.4th at 1132.) “Multipliers can range from two to four or even higher”. (*Wershba v. Apple*
13 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 254, disapproved on another ground in *Hernandez*
14 *Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 273-74, fn. 4.)

15 PAGA Counsel has been representing Plaintiff for nearly four years, while never receiving
16 any compensation, and expending significant time and resources which could have been directed
17 towards other cases. In agreeing to litigate this case on a contingent fee basis, PAGA Counsel
18 assumed considerable risk given the uncertain outcome of PAGA actions.

19 In applying a multiplier, *Newberg on Class Actions* states that “[m]ultipliers ranging from
20 one to four frequently are awarded in common fund cases when the lodestar method is applied. A
21 large common fund award may warrant an even larger multiplier.” (*Id.*, Vol. 3, §14.03, pp. 14-5,
22 Dec. 1992.)

23 Here, no multiplier is necessary as PAGA Counsel has incurred far more in attorneys’ fees
24 than Plaintiff’s Counsel requests in fees from the Gross Settlement Amount. The risk of nonpayment
25 in this Action was particularly acute, too, because litigating a PAGA representative action through
26 trial takes years and requires the investment of tens (if not hundreds) of thousands of dollars and
27 thousands of hours of time. Attorneys willing to undertake this risk deserve a high rate of recovery.
28 Should a multiplier have been requested, it would have been warranted.

1 ///

2 a. Plaintiff Would Be Entitled to a Multiplier Based on a Percentage of the Fund to
3 Ensure that the Fee Awarded is Within the Range of Fees Freely Negotiate in the
4 Legal Marketplace in Comparable Litigation

5 Here, a multiplier is not necessary. Had it been necessary, a multiplier to reach the fees
6 requested by PAGA Counsel is more than justified to compensate PAGA Counsel at a rate
7 reflecting the risk of nonpayment in this matter, as PAGA Counsel's representation of Plaintiff
8 was purely on a contingent basis. As set forth herein, the risk of nonpayment in this Action was
9 particularly acute, too. This is because litigating a PAGA representative action through trial takes
10 years and requires the investment of tens (if not hundreds) of thousands of dollars and thousands
11 of hours of time. Attorneys willing to undertake this risk deserve a high rate of recovery.

12 Moreover, wage-and-hour laws are still developing, and change in the law always threaten
13 to wipe out the plaintiff's attorney. In fact, numerous appellate decisions and decisions of both
14 the California and United States Supreme Courts have attacked the validity of PAGA actions
15 directly relevant to this case, which, as set forth herein, could have significantly affected its value.
16 It is this contingent nature of these cases that justify an award when and if PAGA Counsel are
17 able to obtain a settlement or verdict, because oftentimes no money is recovered in a case,
18 including plaintiff's counsel's costs, let alone their time.

19 b. The Quality of Representation, the Novelty, and Complexity of the Issues and
20 Results Obtained

21 PAGA Counsel used a high level of skill in addressing the difficult questions presented in
22 this case, which involved the contested issues regarding: the compliance of various of Defendant's
23 policies with the Labor Code, including whether all time worked was paid for; whether meal
24 and/or rest breaks were given in compliance with the Labor Code; issues regarding the timeliness
25 of pay, including whether all pay was received by termination or resignation; the sufficiency and
26 accuracy of wage statements (including whether issues therewith, if any, were intentional or
27 injurious); and various other issues. Proof of PAGA Counsel's skill in this area of law lies in the
28 size of this Settlement and the recoveries of the State and Aggrieved Employees despite

1 Defendant's contentions that Plaintiff's unpaid wages claims are speculative; Defendant's
2 contention that its meal and rest period policies were compliant; and other hurdles encountered by
3 PAGA Counsel that were traversed in reaching this Settlement pertaining to evolving case law
4 regarding PAGA actions.

5 *c. This Litigation Precluded Other Employment by PAGA Counsel*

6 A practitioner can only properly litigate so many cases at one time. The requirements of
7 this case were significant, requiring over 240 hours to be expended to date by PAGA Counsel,
8 and another twenty-five (25) to fifty (50) hours conservatively expected to be expended in the
9 future in connection with approval, settlement administration, answering questions of Aggrieved
10 Employees, and updates to this Court regarding uncashed checks. PAGA Counsel was also most
11 definitely precluded from other employment. This factor must also be considered.

12 **4. PAGA Counsel's Hourly Rates Are Reasonable**

13 PAGA Counsel's hourly rates for attorneys are: \$1,200, \$1,000, \$900, \$600, and \$450, with
14 paralegal and legal assistant's hourly rates at \$200 and \$95, respectively.

15 At this requested rate, this results in a total lodestar amount of \$161,420. A reasonable hourly
16 rate is the prevailing rate charged by attorneys of similar skill and experience in the relevant
17 community. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084, 1095.) The Court may consider
18 other factors when determining a reasonable hourly rate, *e.g.*, the attorney's skill and experience, the
19 nature of the work performed, the relevant area of expertise, and the attorney's customary billing
20 rates. (*Flannery v. California Highway Patrol* (1998) 61 Cal. App. 4th 629, 632.)

21 One difficulty in determining the hourly rate of attorneys of similar skill and experience in
22 the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a
23 practical matter, few if any consumers, pay attorneys' fees on an hourly basis for such extensive
24 litigation, and thus retainer agreements in such cases are based on a contingency fee relationship.
25 Although there is no customary billing rate, the nature of class action work should be strongly
26 considered by the court. Courts have upheld rates as high as \$450⁶ per hour (in 1993) in employment
27

28 _____
⁶ Adjusted for inflation, \$450 in 1993 equals nearly \$1,054 in 2026.

1 matters. (*Bihun v. AT&T Information Systems, Inc.* (1993) 13 Cal. App. 4th 976, overruled on other
2 grounds.)

3 A survey conducted by the National Law Journal for the year 2002 provides a sample of a
4 billing rate for California Lawyers. In that survey, six California firms provided their hourly billing
5 rates. Of those six firms, five regularly charge in excess of \$500.00 per hour for their partners. In
6 fact, four of the firms charge as high as \$600.00, \$620.00, \$650.00, and up to \$850.00 per hour.
7 These firms are located in Orange County, Los Angeles County, San Francisco County and San
8 Diego County and are the types of firms that PAGA Counsel regularly opposes in these class action
9 cases. (See National Law Journal Survey, attached as Exhibit “4” to the Declaration of Vedang J.
10 Patel). The only difference is that these defense attorneys are paid on a monthly basis and do not
11 have to advance any costs on a case.

12 Finally, Plaintiff’s Counsel attaches the Declaration of Richard Pearl in support of the
13 Motion for Final Approval in the case of *Rosa Cantu, et al v. Pacific Bell Telephone Company*, Los
14 Angeles Superior Court Case No. BC441237, dated January 4, 2011. (See Declaration of Richard
15 Pearl attached as Exhibit “5” to the Declaration of Vedang J. Patel). Mr. Pearl specializes in issues
16 related to cost-award attorney’s fees, including the representation of parties in fee litigation and
17 appeals, serving as an expert witness, mediator and arbitrator in disputes concerning attorney’s fees
18 and related issues. Mr. Pearl is also the author of California Attorney’s Fee Awards (3d ed. Cal.
19 CEB 2010), as well as the author of the Second Edition, years 1994 through 2008. He has also
20 authored numerous other publications on attorney’s fees, as set forth in his Declaration.

21 Mr. Pearl has reviewed the comparable hourly rates of attorney fees in California. He
22 confirms that courts have approved hourly rates of attorneys as follows:

- 23 • Rates of up to \$875.00 in *Savaglio, et al. v. Wal-Mart*, Alameda County Superior
24 Court, Case No. C-835687-7 (before applying a 2.36 multiplier);
- 25 • Rates of up to \$750.00 in *Kashmiri et al. v. Regents of UC*, San Francisco County
26 Superior Court (before applying a 3.7 multiplier); and
- 27 • Rates of up to \$750.00 in *Environmental Law Foundation v. Laidlaw Transit, Inc.*,
28 San Francisco Superior Court, Case No. CGC-06-451832 (before applying a 1.25 multiplier). *Id* at

1 pages 4 and 5.

2 Additionally, Mr. Pearl has reviewed numerous declarations, depositions and surveys of
3 legal rates on a non-contingent basis for the year 2009 and found hourly rates of up to \$775.00,
4 \$795.00, \$800.00, \$855.00, \$950.00, etc. (*Id.* at pp. 6-12). These are non-contingent rates where
5 payment in full is expected promptly upon billing. (*Id.* at p. 13).

6 PAGA Counsel are experienced litigators who specialize in employment law, with a
7 substantial PAGA and wage hour class action practice. Moreover, similar rates for the attorneys
8 and staff of Plaintiff's Counsel have been approved by various courts, including in Los Angeles
9 Superior Court just this month. Given the skill and experience of PAGA Counsel in this case, and
10 the excellent result achieved for the State and other Aggrieved Employees, the requested rates are
11 reasonable.

12 **5. PAGA Counsel's Litigation Expenses Are Reasonable**

13 The Settlement provides for reimbursement of PAGA Counsel's reasonable litigation costs
14 in an amount of up to \$30,000.00. PAGA Counsel requests \$29,480.01 in total for costs incurred.
15 Because these costs are reasonable, PAGA Counsel request that the Court approve those costs.

16 **6. The Administrator Costs Are Reasonable**

17 The Administrator's request for costs of up to \$3,950.00 is reasonable, given the tasks to be
18 performed by the Administrator, including but not limited to: establishing and administering the
19 QSF; calculating, processing and mailing payments to PAGA Counsel, Plaintiff, the LWDA, and
20 Aggrieved Employees; printing and mailing the Notice of PAGA Settlement to the Aggrieved
21 Employees as directed by the Court; calculating, and distributing tax forms for the Aggrieved
22 Employee Payments; providing declaration(s) as necessary in support of approval of this Settlement;
23 and other tasks as the Parties mutually agree or the Court orders the Administrator to perform. The
24 Administrator shall keep the Parties timely apprised of the performance of all Administrator
25 responsibilities. Thus, the Administrator's costs should be approved.

26 ///

27 ///

28 ///

1 **V. CONCLUSION**

2 For the foregoing reasons, Plaintiff respectfully requests that the Court approve the PAGA
3 Settlement Agreement in its entirety.

4 Dated: September 9, 2026

BIBIYAN LAW GROUP, P.C.

5

6

BY: /s/ Vedang Patel

7

VEDANG J. PATEL

8

Attorneys for Plaintiff Kamaya Dunn, on
behalf of herself and all others similarly
aggrieved

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT 1

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Keaton D. Mendoza (SBN 321172)

kmendoza@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, KAMAYA DUNN,
as an aggrieved employee, and on behalf of all other
aggrieved employees

Jaimee K. Wellerstein, Esq.

Jean-Paul Le Clercq, Esq.

BRADLEY + WELLERSTEIN LLP

3601 W. Olive Ave., Suite 625

Burbank, California 91505

jwellerstein@bwlawpros.com

jpleclercq@bwlawpros.com

Attorneys for Defendant, CORINTHIAN INTERNATIONAL PARKING LA, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KAMAYA DUNN, as an aggrieved
employee and on behalf of all other aggrieved
employees under the Labor Code Private
Attorney's General Act of 2004,

Plaintiff,

v.

CORINTHIAN INTERNATIONAL
PARKING LA, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 22STCV19143

[Assigned for all purposes to the Hon.
William F. Highberger, Dept. 10]

REPRESENTATIVE ACTION

**JOINT STIPULATION RE: PAGA
SETTLEMENT**

Action Filed: September 8, 2022

This Joint Stipulation re: PAGA Settlement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff Kamaya Dunn (“Plaintiff”), individually, and on behalf of the Aggrieved Employees, on one hand; and defendant Corinthian International Parking LA, Inc. (“Defendant”), on the other hand, in the lawsuit entitled Kamaya Dunn v. Corinthian International Parking LA, Inc., filed in the Superior Court of the State of California for the County of Los Angeles, Case No. 22STCV19143. Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

1.1. “**Action**” means Plaintiff’s PAGA lawsuit, alleging wage and hour violations against Defendant, captioned Kamaya Dunn v. Corinthian International Parking LA, Inc., Case No. 22STCV19143, initiated on September 8, 2022, and pending in the Superior Court of the State of California, County of Los Angeles.

1.2. “**Administrator**” means the neutral entity selected by Plaintiff to administer the Settlement, which shall be Phoenix Class Action Administration Solutions (“Phoenix”).

1.3. “**Administration Expenses Payment**” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s bid submitted to the Court in connection with approval of this Settlement.

1.4. “**Aggrieved Employees**” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the PAGA Period.

1.5. “**Aggrieved Employee Data**” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of pay periods worked during the PAGA Period.

1.6. **“Aggrieved Employee Address Search”** means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. **“Court”** means the Superior Court of California, County of Los Angeles.

1.8. **“Defense Counsel”** means Bradley + Wellerstein, LLP, including Jaimee K. Wellerstein and Jean-Paul Le Clercq counsel for Defendant in the Action.

1.9. **“Effective Date”** means the date by when the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.10. **“Gross Settlement Amount”** means \$160,000.00, which is the total amount Defendant agrees to pay under the Settlement, subject to increase as provided in this Agreement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

1.11. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties, calculated according to the number of pay periods the Aggrieved Employee worked during the PAGA Period.

1.12. **“Judgment”** means the judgment entered by the Court based upon the Final Approval.

1.13. **“LWDA”** means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. **“LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. **“Net Settlement Amount”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration

Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. **“PAGA Counsel”** means David D. Bibiyan, and Vedang J. Patel of Bibiyan Law Group, P.C., the attorneys representing the Plaintiff in the Action.

1.17. **“PAGA Counsel Fees Payment”** and **“PAGA Counsel Litigation Expenses Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, as described in paragraph 3.2.1 below.

1.18. **“PAGA Pay Period”** or means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. **“PAGA Period”** means the period from June 1, 2021 through December 16, 2025.

1.20. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).

1.21. **“PAGA Notice”** means the June 1, 2022 letter that Plaintiff sent to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.22. **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA, in settlement of the PAGA claims.

1.23. **“Plaintiff”** means Kamaya Dunn, the named plaintiff in the Action.

1.24. **“Approval Order”** means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. **“Released PAGA Claims”** means the claims being released by Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. **“Released Parties”** means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.27. **“Settlement”** means the disposition of the Action effected by this Agreement and the Judgment.

1 **2. RECITALS**

2 2.1. On September 8, 2022, Plaintiff commenced this Action by filing a Complaint
3 (the “Operative Complaint”), alleging causes of action against Defendant for civil penalties under
4 the Labor Code Private Attorneys General Act of 2004 (“PAGA”) based on the Labor Code
5 violations alleged in the PAGA Notice. Defendant denies the allegations in the Operative
6 Complaint, denies any failure to comply with the laws identified therein, and denies any and all
7 liability for the causes of action alleged.

8 2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff provided timely
9 written notice to Defendant and the California Labor and Workforce Development Agency
10 (“LWDA”) by serving the PAGA Notice on June 1, 2022.

11 2.3. On December 16, 2025, the Parties participated in a mediation presided over by Nikki
12 Tolt, Esq., of ACT Mediation, Inc., which resulted in the Parties’ agreement to resolve the Action
13 pursuant to the terms set forth in this Settlement Agreement.

14 2.4. Prior to mediation, Plaintiff obtained, through informal discovery and investigation,
15 information sufficient to evaluate the merits of the PAGA claims and the risks of continued
16 litigation, including information concerning Defendant’s workforce, payroll and timekeeping
17 practices during the PAGA Period, applicable policies, and Plaintiff’s personnel records.

18 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware
19 of any other pending matter or action asserting claims that will be extinguished or affected by
20 the Settlement.

21 **3. MONETARY TERMS**

22 3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below,
23 Defendant promises to pay \$160,000.00 and no more as the Gross Settlement Amount. Defendant
24 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph
25 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
26 without asking or requiring Aggrieved Employees to submit any claim as a condition of payment.
27 None of the Gross Settlement Amount will revert to Defendant.
28

1 **3.2. Payments from the Gross Settlement Amount.** The Administrator will make
2 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
3 by the Court in the Final Approval:

4 **3.2.1. To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than
5 thirty-five percent (35%) of the Gross Settlement Amount, subject to
6 escalation pursuant to Section 8.1 of this Agreement and approval by the
7 Court, which is currently estimated to be \$56,000.00, and a PAGA Counsel
8 Litigation Expenses Payment of not more than \$30,000.00. Defendant will
9 not oppose requests for Court approval of these payments provided that
10 they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file
11 an application or motion for PAGA Counsel Fees Payment and PAGA
12 Counsel Litigation Expenses Payment. If the Court approves a PAGA
13 Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
14 Payment less than the amounts requested, the Administrator will allocate
15 the remainder to the Net Settlement Amount. Released Parties shall have
16 no liability to PAGA Counsel or any other Plaintiff's Counsel arising from
17 any claim to any portion of any PAGA Counsel Fees Payment and/or
18 PAGA Counsel Litigation Expenses Payment. The Administrator will pay
19 the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses
20 Payment using one or more IRS Form 1099s. PAGA Counsel assume full
21 responsibility and liability for taxes owed on the PAGA Counsel Fees
22 Payment and the PAGA Counsel Litigation Expenses Payment and shall
23 hold Defendant harmless and indemnify Defendant from any dispute or
24 controversy regarding any division or sharing of any of these payments.
25 There will be no additional charge of any kind to Aggrieved Employees or
26 request for additional consideration from Defendant for such work unless
27 Defendant materially breaches this Agreement, including any term
28 regarding funding, and further efforts are necessary from PAGA Counsel

to remedy said breach, including, without limitation, moving the Court to enforce the Agreement.

3.2.2. **To the Administrator:** An Administration Expenses Payment in an amount approved by the Court not to exceed \$3,950.00, consistent with the Administrator's bid submitted in connection with approval of the Settlement. To the extent the Administration Expenses are less than the amount requested or approved, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3. **To the LWDA and Aggrieved Employees:** PAGA Penalties in an amount to be paid from the Gross Settlement Amount as approved by the Court, with seventy-five percent (75%) of such PAGA Penalties allocated to the LWDA PAGA Payment and twenty-five percent (25%) allocated to the Individual PAGA Payments, in accordance with Labor Code section 2699, subdivision (i).

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of the PAGA Penalties by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by the number of pay periods worked by each Aggrieved Employee during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties in an amount less than requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS Form 1099.

//

1 **4. SETTLEMENT FUNDING PAYMENTS**

2 4.1. **Aggrieved Employee Pay Periods.** Defendants represent that there are
3 approximately 120 Aggrieved Employees who worked a total of approximately 9,500 PAGA Pay
4 Periods during the PAGA Period.

5 4.2. **Aggrieved Employee Data.** Within fourteen (14) days of full execution of this
6 Agreement, Defendant will simultaneously deliver the Aggrieved Employee Data to the
7 Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees'
8 privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use
9 the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and
10 restrict access to the Aggrieved Employee Data to Administrator employees who need access to
11 the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a
12 continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved
13 Employee Data omitted employee identifying information and to provide corrected or updated
14 Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline
15 by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties
16 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
17 resolve any issues related to missing or omitted Aggrieved Employee Data.

18 4.3. **Funding of Gross Settlement Amount.** Defendant shall fund the Gross
19 Settlement Amount as follows: (a) \$40,000.00 shall be paid within thirty (30) days of execution
20 of this Agreement; and (b) Defendant shall thereafter pay \$5,000.00 per month until the Gross
21 Settlement Amount is fully paid. The final payment shall be made on or before December 31,
22 2027. All funds shall be deposited into an interest-bearing fund account established for the benefit
23 of the Aggrieved Employees and the LWDA.

24 4.4. **Payments from the Gross Settlement Amount.** After the Gross Settlement
25 Amount has been fully funded pursuant to Section 4.3, the Administrator shall disburse payments
26 in accordance with Section 3 of this Agreement. Disbursement of the PAGA Counsel Fees
27 Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement
28 of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (one hundred eighty (180) calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks, together with any accrued interest, as unpaid, unclaimed, or abandoned residue pursuant to Code of Civil Procedure section 384 to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, for use in Los Angeles County.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

Effective upon the Effective Date, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Release by Aggrieved Employees:** For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) that were asserted in Plaintiff’s PAGA Notice and the Operative Complaint, or that reasonably could have been asserted based on the facts alleged in the PAGA Notice and the Operative Complaint.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to Plaintiff’s filing of a motion for approval of this Settlement.

6.1. **Plaintiff’s Responsibilities.** Plaintiff will prepare and endeavor to deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2), including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notices of violations (Labor Code section 2699.3, subdivision (a)), Operative Complaint (Labor Code section 2699, subdivision (l)(1)), this

1 Agreement (Labor Code section 2699, subdivision (1)(2)); and (iv) all facts relevant to any actual
2 or potential conflict of interest with Aggrieved Employees and/or the Administrator.

3 **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel are responsible for
4 expeditiously finalizing and filing the motion for approval of this Settlement after the full
5 execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion
6 and appearing in Court to advocate in favor of the motion. PAGA Counsel are responsible for
7 delivering the Court's Order Granting Approval of PAGA Settlement to the Administrator.

8 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
9 application or motion for approval of this Settlement and/or the supporting declarations and
10 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
11 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
12 If the Court does not grant the motion for approval of this Settlement or conditions its approval
13 on any material change to this Agreement, PAGA Counsel and Defense Counsel will
14 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
15 in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

16 **7. SETTLEMENT ADMINISTRATION**

17 **7.1. Selection of Administrator.** Plaintiff shall select a neutral third-party settlement
18 administrator to serve as the Administrator for this Settlement, which shall be Phoenix Class
19 Action Administration Solutions ("Phoenix"). As a condition of appointment, the Administrator
20 shall agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified
21 herein in exchange for payment of Administration Expenses. The Parties and their counsel
22 represent that they have no interest or relationship, financial or otherwise, with the Administrator
23 other than a professional relationship arising out of prior experiences administering settlements.

24 **7.2. Employer Identification Number.** The Administrator shall have and use its own
25 Employer Identification Number for purposes of issuing IRS Forms 1099 and making any
26 required reports to state and federal tax authorities.

1 7.3. **Qualified Settlement Fund.** To the extent required by law or ordered by the
2 Court, the Administrator shall establish a settlement fund that meets the requirements of a
3 Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 1.468B-1.

4 7.4. **Administrator Duties.** The Administrator has a duty to perform or observe all
5 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

6 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR**
7 **CLAUSE**

8 Based on Defendant’s records, the Parties understand that, as of mediation, there were no
9 more than 9,500 PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period.

10 8.1. **Escalator Clause.** Defendant represents that there are no more than 9,500 PAGA
11 Pay Periods during the PAGA Period. In the event the number of PAGA Pay Periods during the
12 PAGA Period increases by more than 10%, or 950 pay periods, then the GSA shall be increased
13 proportionally by the PAGA Pay Periods in excess of 10,450 multiplied by the Pay Period Value.
14 The Pay Period Value shall be calculated by dividing the GSA by 9,500. The Parties agree that
15 the Pay Period Value amounts to \$16.84 per pay period (\$160,000 / 9,500 pay periods). Thus,
16 for example, should there be 15,000 pay periods in the PAGA Period, then the GSA shall be
17 increased by \$76,622. [(15,000 PAGA Pay Periods – 10,450 PAGA Pay Periods) x \$16.84/pay
18 period.]]. Alternatively, should the number of pay periods increase by more than 10%, then
19 Defendant may elect to end the PAGA Period on the day the number of PAGA Pay Periods
20 Reaches 10,450. Defendant shall make its election no later than 45 days after full execution of
21 this Agreement, or within a reasonable time after the date Defendant is notified by the Claims
22 Administrator that there are more than 10,450 Pay Periods in the proposed PAGA Period,
23 whichever is later.

24 **9. CONTINUING JURISDICTION OF THE COURT**

25 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
26 Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
27 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
28 Judgment matters as are permitted by law.

1 **9.1. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
2 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
3 PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all
4 rights to appeal from the Judgment, including all rights to post-judgment and appellate
5 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
6 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
7 motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to
8 perform under this Agreement will be suspended until such time as the appeal is finally resolved
9 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
10 Settlement Amount.

11 **10. ADDITIONAL PROVISIONS**

12 **10.1. No Admission of Liability or Representative Manageability for Other**
13 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
14 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
15 any of the allegations in the Operative Complaint have merit or that Defendant has any liability
16 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
17 Defendant's defenses in the Action have merit. The Parties agree that representative treatment is
18 for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement,
19 Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the
20 right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to
21 settle the Action will have no bearing on, and will not be admissible in connection with, any
22 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

23 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
24 Agreement together with its attached exhibits shall constitute the entire agreement between the
25 Parties relating to the Settlement, superseding any and all oral representations, warranties,
26 covenants, or inducements made to or by any Party.

27 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
28 warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take

1 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
2 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
3 terms of this Agreement including any amendments to this Agreement.

4 **10.4. Cooperation.** The Parties and their counsel will cooperate with each other and
5 use their best efforts, in good faith, to implement the Settlement by, among other things,
6 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
7 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
8 the form or content of any document necessary to implement the Settlement, or on any
9 modification of the Agreement that may become necessary to implement the Settlement, the
10 Parties will seek the assistance of a mediator and/or the Court for resolution.

11 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they
12 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
13 or encumber to any person or entity, any portion of any liability, claim, demand, action, cause of
14 action, or right released and discharged by the Party in this Settlement.

15 **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant nor Defense
16 Counsel is providing any advice regarding taxes or taxability, nor shall anything in this
17 Settlement be relied upon as such within the meaning of United States Treasury Department
18 Circular 230 (31 CFR Part 10, as amended) or otherwise.

19 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be
20 amended, modified, changed, or waived only by an express written instrument signed by all
21 Parties or their representatives, and approved by the Court.

22 **10.8. Agreement Binding on Successors.** This Agreement will be binding upon, and
23 inure to the benefit of, the successors of each of the Parties.

24 **10.9. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
25 be governed by and interpreted according to the internal laws of the state of California, without
26 regard to conflict of law principles.

10.10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11. **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. **Use of Aggrieved Employee Data.** Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

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

10.14. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

BIBIYAN LAW GROUP, P.C.
 Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
 1460 Westwood Boulevard
 Los Angeles, California 90024
 Tel: (310) 438-5555; Fax: (310) 300-1705

To Defendant:

Jaimee K. Wellerstein, Esq.
Jean-Paul Le Clercq, Esq.
BRADLEY + WELLERSTEIN LLP
3601 W. Olive Ave., Suite 625
Burbank, California 91505
jwellerstein@bwlawpros.com
jpleclercq@bwlawpros.com

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

10.17. **Stay of Litigation.** The Parties further agree that, upon the signing of this Agreement, the time to bring the Action to trial shall be extended pursuant to Code of Civil Procedure section 583.330 for the entire period of this settlement process.

10.18. **Severability.** In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect any other provision if Defendant's Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

[Signatures on following page]

//

//

//

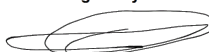
1 **IT IS SO AGREED:**

2 *Kamaya Dunn*

07/15/2026

3 Plaintiff KAMAYA DUNN

DocuSigned by:


8874C1F44D454C8...

Defendant CORINTHIAN
INTERNATIONAL PARKING LA, INC.

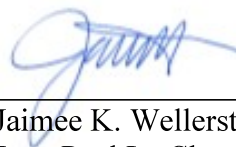
By: Jason Spaits

6 *David D. Bibiyan*

07/21/2026

7 David D. Bibiyan
8 Vedang J. Patel
9 Keaton D. Mendoza
Counsel for Plaintiff KAMAYA DUNN

Its: Chief Executive Officer



Jaimee K. Wellerstein
Jean-Paul Le Clercq.
Counsel for Defendant CORINTHIAN
INTERNATIONAL PARKING LA, INC.

EXHIBIT 2



BIBIYAN LAW GROUP, P.C.

8484 Wilshire Blvd., Suite 500
Beverly Hills, California, 90211
310.438.5555 T
310.300.1705 F
www.employmentlawyerla.com

June 13, 2022

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter of Kamaya Dunn on Behalf of Herself and
Aggrieved Employees Under California Labor section 2699.3

Employer:

Corinthian International Parking LA, Inc.
1823 Sorrell Cir
Rocklin, CA 95765

Corinthian International Parking Services, Inc.
19925 Stevens Creek Blvd, Ste 126
Cupertino, CA 95014

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter "PAGA Notice"). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Kamaya Dunn ("Employee") employment with Employee's former employers: Corinthian International Parking LA, Inc.; and Corinthian International Parking Services, Inc. Employee was employed as a non-exempt employee of Corinthian International Parking LA, Inc.; Corinthian International Parking Services, Inc., with duties that included, but were not limited to, providing security services for these employers from approximately July 14, 2021 and through approximately March 21, 2022. In connection with the alleged claims for failure to comply with Labor Code section 6409.6, Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent all employees of Corinthian International Parking LA, Inc.; Corinthian International Parking Services, Inc.; and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, "Employer"). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work

off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, and for paying straight pay instead of overtime pay to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 223, 1197, 1182.12, Cal. Code Regs, title 8, section 110404(5)(A), and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or

compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other aggrieved employees from taking cooldown rest periods in the shade as required under California Code of Regulations, Title 8, Section 3395 and premium pay in lieu thereof under Labor Code section 226.7. As a result, Employer would be liable for civil penalties under Labor Code sections 558 and 2699.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees

upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5 and 2699.

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other aggrieved employees and the rates of pay at which they were or should have been paid, thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment or any scrip, coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the "regular rate" of compensation as provided under Labor Code sections 226.7 and 510, subsection (a). Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code sections

212, 213, 226.7, and 510 subsection (a). Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employer are liable to reimburse Employee and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code section 404, entitling Employee and other aggrieved employees to damages in the amount of the deposit and accrued interest. Employer would also be liable for civil penalties under Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code section 246, *et seq.*, Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. Employee is additionally informed and believes

that the notice requirement of Labor Code section 246 *et seq.* involves a mandatory payroll or workplace injury reporting. As such, Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employer would be liable for civil penalties pursuant to Labor Code sections 201.3.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of

the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employer would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employer to their managers or outside Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5. These violations of the Labor Code would expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to furnish and use safety devices and safeguards. And adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of requiring or permitting employees to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing or neglecting to: provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employee is informed and believes, and based thereon alleges that these failures include, without limitation, failing to disinfect time clocks and other surfaces after use by Employee and/or other aggrieved employees; failing to provide adequate protection equipment to Employee and/or other aggrieved employees; and failing to provide adequate distance in working conditions between Employee and/or other aggrieved employees.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to give sufficient, adequate and proper notice to employees of the

Covid-19 exposure within one business day of receiving notice of potential Covid-19 workplace exposure from a qualifying individual as required by Labor Code section 6409.6. Employee is informed and believes that numerous employees contracted Covid-19 during the relevant time periods, but that Employer failed to provide notice to employees. Employee is additionally informed and believes that Defendant does not or did not keep adequate records of written notifications required in subdivision (a) for a period of at least three years.

Specifically, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing within one business day after Employer or a representative of Employer received a notice of potential exposure to COVID-19 to provide written notice to Employee and other aggrieved employees, or their exclusive representatives, who were on the premises at the same worksite as a qualifying individual who was within the infectious period that they may have been exposed to COVID-19. Furthermore, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing within one business day after Employer or a representative of Employer received a notice of potential exposure to COVID-19 to provide Employee and other aggrieved employees who were on the premises at the same worksite as the qualifying individual within the infectious period and the exclusive representative, if any, with information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as antiretaliation and antidiscrimination protections of the employee. Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 6409.6 and 6432.

Additionally, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing within one business day after Employer or a representative of Employer received a notice of potential exposure to COVID-19 to notify Employee and other aggrieved employees who were on the premises at the same worksite as the qualifying individual within the infectious period, and the employers of subcontracted employees who were on the premises at the same worksite as the qualifying individual within the infectious period and the exclusive representative, if any, of the cleaning and disinfection plan that the employer is implementing per the guidelines of the federal Centers for Disease Control and Prevention and the COVID-19 prevention program per the Cal-OSHA COVID-19 Emergency Temporary Standards. Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 6409.6 and 6432.

Moreover, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to notify the local public health agency in the jurisdiction of the worksite of the names, number, occupation, and worksite of employees who had a laboratory-confirmed case of COVID-19, as defined by the State Department of Public Health; a positive COVID-19 diagnosis from a licensed health care provider; a COVID-19-related order to isolate provided by a public health official; or died due to COVID-19, in the determination of a county public health department or per inclusion in the COVID-19 statistics of a county. Employee

is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 6409.6 and 6432.

Employee is informed and believes, and based thereon alleges that Employer violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Employee is further informed and believes, and based thereon alleges that Employer had and has a policy or practice of requiring, as a condition of employment, its applicants or employees to waive any right, forum, or procedure for a violation of any provision of the California Fair Employment and Housing Act or the Labor Code, including the right to file and pursue a civil action or a complaint with, or otherwise notify, any state agency, other public prosecutor, law enforcement agency, or any court or other governmental entity of any alleged violation, in violation of Labor Code section 432.6. Employee is additionally informed and believes that Employer knew that requiring such a condition was prohibited by law. Accordingly, for violations of Labor Code sections 432.5 and 432.6, Employee and aggrieved employees are entitled to attorneys' fees, an injunction, as well as civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.7 and Government Code section 12952, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.3 entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3 and 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Alexander D. Wallin

Alexander D. Wallin

cc: Corinthian International Parking LA, Inc. (via U.S. Certified Mail, Return Receipt Requested)
Corinthian International Parking Services, Inc. (via U.S. Certified Mail, Return Receipt Requested)

EXHIBIT 3

NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

Kamaya Dunn v. Corinthian International Parking LA, Inc.
Superior Court of the State of California, County of Los Angeles, Case No. 22STCV29224

[Aggrieved
Employee] [Address]
[Address]

You are receiving this notice in connection with a Court-approved settlement (the “Settlement”) in the lawsuit entitled *Kamaya Dunn v. Corinthian International Parking LA, Inc.*, filed in the Superior Court of the State of California for the County of Los Angeles, Case No. 22STCV29224 (the “Action”), brought on a representative basis under the Labor Code Private Attorneys General Act of 2004 codified at California Labor Code section 2698, et seq. (“PAGA”). The plaintiff in the lawsuit is Kamaya Dunn (“Plaintiff”) and the defendant is Corinthian International Parking LA, Inc. (“Defendant”). The Settlement provides for recovery of civil penalties for alleged violations of the California Labor Code on behalf of all Aggrieved Employees, defined as all persons currently or formerly employed by Defendant as non-exempt employees during the PAGA Period in the State of California. The PAGA statute provides that 75% of any recovery pursuant to the Settlement be paid to the State of California Labor and Workforce Development Agency and 25% of any recovery be paid to the Aggrieved Employees.

Defendant denies all claims and allegations in the Action, denies that it owes any penalties, and asserts that it has fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action. By settling the lawsuit, Defendant is not admitting that it has done anything wrong.

Effective upon the Effective Date of the Settlement, as approved by the Court, Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code section 2698, et seq., that were alleged in the Operative Complaint or in the PAGA Notice, or that reasonably could have been alleged based on the facts and theories asserted therein, arising during the PAGA Period. This release is limited solely to claims for civil penalties under PAGA and does not include any claims for unpaid wages, damages, interest, or other non-PAGA relief.

“Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a share of the Settlement based upon the Court-approved allocation. Enclosed with this Notice is your settlement check representing your Individual PAGA Payment. The settlement check shall remain valid for one hundred eighty (180) days from the date of issuance. If the check is not cashed within that time, it will be void and canceled, and the funds represented by the uncashed check shall be transmitted to the California Controller’s Unclaimed Property Fund in your name, as required by law.

Defendant’s records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the PAGA Period. Based on these records, your estimated payment as a PAGA Member would be [\$Estimated Award].

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

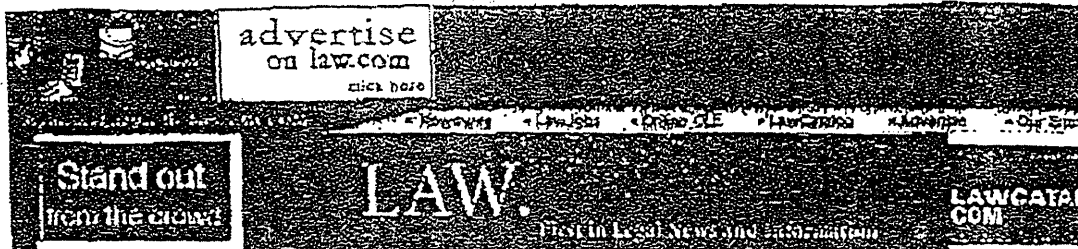
PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:

INSERT NAME OF ADMINISTRATOR

WEBSITE

Phone:

EXHIBIT 4



A Firm-by-Firm Sampling of Billing Rates Nationwide

The *National Law Journal* asked the respondents to its 2002 survey of the nation's 250 largest law firms to provide hourly billing rate information for partners and associates firmwide. The firms that supplied information -- including some firms that are not in the NLJ 250 -- are listed below in alphabetical order. A number after a firm's name indicates the total number of attorneys at that firm. The city listed below the name of a firm is the location of the firm's principal office or largest office.

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

A B C D

Akin, Gump, Strauss, Hauer & Feld (1,017)
(Washington, D.C.)
Partners \$330-\$500
Associates \$170-\$330

Alston & Bird (674)
(Atlanta)
Partners \$330-\$575
Associates \$170-\$500

Altholmer & Gray (361)
(Chicago)
Partners \$220-\$525
Associates \$115-\$360

Andrews & Kurth (375)
(Houston)
Partners \$310-\$595
Associates \$170-\$400

Arent Fox Kintner Plotkin & Kahn (249)
(Washington, D.C.)
Partners \$215-\$560
Associates \$165-\$360

Armstrong Teasdale (230)
(St. Louis)
Partners \$210-\$310
Associates \$105-\$240

Artor & Madden (273)
(Cleveland)
Partners \$215-\$450
Associates \$150-\$285

Baker, Donelson, Bearman & Caldwell (240)
(Memphis, Tenn.)
Partners \$175-\$480
Associates \$110-\$275

Ballard Spahr Andrews & Ingersoll (441)
(Philadelphia)

Kelley Drye & Warren (356)
(New York)
Partners \$300-\$590
Associates \$180-\$375

Kramer Levin Natolis & Frankel (285)
(New York)
Partners \$440-\$625
Associates \$210-\$440

L M N

Lane Powell Spears Lubetkin (175)
(Seattle)
Partners \$225-\$380
Associates \$175-\$260

Lewis, Rice & Fierstein (170)
(St. Louis)
Partners \$360-\$355
Associates \$110-\$270

Little Mendelson (395)
(San Francisco)
Partners \$220-\$440
Associates \$135-\$350

Locke Liden & Sapp (408)
(Houston)
Partners \$300-\$595
Associates \$150-\$340

Loeb & Loeb (175)
(Los Angeles)
Partners \$350-\$650
Associates \$185-\$325

Lord, Bissell & Brook (325)
(Chicago)
Partners \$255-\$510
Associates \$140-\$285

Lowenstein Sandler (193)
(Roseland, N.J.)

04/15/11

Partners \$240-\$525
Associates \$145-\$300

Bell, Boyl & Lloyd (226)
(Chicago)
Partners \$250-\$550
Associates \$200-\$275

Blackwell Sanders Peper Martin (301)
(Kansas City, Mo.)
Partners \$165-\$410
Associates \$110-\$210

Blank Rome Comisky & McCauley (398)
(Philadelphia)
Partners \$285-\$565
Associates \$175-\$360

Boutt, Cummings, Connors & Barry (89)
(Nashville, Tenn.)
Partners \$185-\$375
Associates \$138-\$235

Bracewell & Patterson (362)
(Houston)
Partners \$210-\$600
Associates \$125-\$325

Bradley, Arant, Rose & White (181)
(Birmingham, Ala.)
Partners \$205-\$365
Associates \$150-\$275

Brink, Hofer Olson & Liene (138)
(Chicago)
Partners \$295-\$500
Associates \$165-\$290

Bryan Cave (841)
(St. Louis)
Partners \$225-\$710
Associates \$135-\$410

Buchalter, Nemer, Fields & Younger (137)
(Los Angeles)
Partners \$310-\$450
Associates \$160-\$350

Buchanan Ingersoll (302)
(Pittsburgh)
Partners \$225-\$720
Associates \$135-\$360

Buckingham, Doolittle & Burroughs (135)
(Akron, Ohio)
Partners \$205-\$360
Associates \$135-\$280

Burns, Deane, Swicker & Mathis (37)
(Alexandria, Va.)
Partners \$300-\$550
Associates \$175-\$300

Burr & Perman (169)
(Birmingham, Ala.)
Partners \$205-\$365
Associates \$140-\$225

Burton Long (204)
(Detroit)
Partners \$205-\$380
Associates \$135-\$215

Partners \$285-\$525
Associates \$140-\$295

Luce, Forward, Hamilton & Scripps (202)
(San Diego)
Partners \$310-\$500
Associates \$150-\$300

Manatt, Phelps & Phillips (244)
(Los Angeles)
Partners \$375-\$600
Associates \$200-\$355

Marshall, Dennehey, Warner, Coleman & Goggin
(288)
(Philadelphia)
Partners \$130-\$255
Associates \$115-\$180

Mathews and Branscomb (51)
(San Antonio)
Partners \$175-\$325
Associates \$125-\$195

McCarter & English (270)
(Newark, N.J.)
Partners \$250-\$495
Associates \$140-\$285

McGuireWoods (538)
(Richmond, Va.)
Partners \$210-\$575
Associates \$85-\$325

Michael Best & Friedrich (349)
(Milwaukee)
Partners \$180-\$425
Associates \$120-\$210

Miller, Canfield, Paddock and Stone (301)
(Detroit)
Partners \$210-\$475
Associates \$125-\$230

Miller & Chevalier (123)
(Washington, D.C.)
Partners \$320-\$650
Associates \$175-\$340

Miller Nash (140)
(Portland, Ore.)
Partners \$210-\$350
Associates \$125-\$225

Milten Mullins Rhy & Scarborough (202)
(Columbia, S.C.)
Partners \$200-\$390
Associates \$145-\$270

Nutter, McClennen & Fish (170)
(Boston)
Partners \$330-\$480
Associates \$175-\$300

O - R

Obermayer Rebmann Maxwell & Hippel (110)
(Philadelphia)
Partners \$300-\$475
Associates \$145-\$325

Ogletree, Deakins, Nash, Smoak & Stewart
(162)

06/15/11

Jenkins & Gilchrist (373)
(Dallas)
Partners \$275-\$525
Associates \$165-\$380

Jenner & Block (390)
(Chicago)
Partners \$350-\$625
Associates \$185-\$350

Jones, Walker, Waechter, Poltavant, Carrère &
Denègre (217)
(New Orleans)
Partners \$170-\$335
Associates \$110-\$185

Womble Carlyle Sandridge & Rice (437)
(Winston-Salem, N.C.)
Partners \$190-\$500
Associates \$125-\$265

Wyatt, Tarrant & Combs (201)
(Louisville, Ky.)
Partners \$150-\$310
Associates \$100-\$190

(The National Law Journal, December 2002)

• [About law.com](#)

• [Privacy Policy](#)

• [Terms & Conditions](#)

Copyright 2003 ALM Properties, Inc. All rights reserved.

02/15/11

EXHIBIT 5

1 JOSEPH E. JARAMILLO, CA Bar No. 178566
jjaramillo@gdblegal.com
2 ROBERTA L. STEELE, CA Bar No. 188198
rstele@gdblegal.com
3 GOLDSTEIN, DEMCHAK, BALLER,
BORGAN & DARDARIAN
4 300 Lakeside Drive, Suite 1000
Oakland, CA 94612
5 (510) 763-9800
(510) 835-1417 (fax)
6

7 GRAHAM S.P. HOLLIS, CA Bar No. 120577
ghollis@gracehollis.com
8 MARTA MANUS CA Bar No. 260132
mmanus@gracehollis.com
GRACEHOLLIS LLP
9 3555 Fifth Avenue
San Diego, CA 92103
10 (619) 692-0800
(619) 692-0822 (fax)
11

12 Attorneys for Plaintiffs ROSA CANTU and
SANDRA CHU

13 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES
15

16 ROSA CANTU AND SANDRA CHU,
individually and on behalf of others similarly
17 situated,

18 Plaintiffs,

19 vs.

20 PACIFIC BELL TELEPHONE COMPANY
d/b/a AT&T CALIFORNIA, and Does 1 through
21 100, inclusive,

22 Defendants.
23
24
25
26
27
28

Case No.: BC441237

CLASS ACTION [Code Civ. Proc. § 382]

REPRESENTATIVE ACTION
[Labor Code § 2698, et seq.]

DECLARATION OF RICHARD M. PEARL
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AN AWARD
OF REASONABLE ATTORNEYS' FEES
AND COSTS

Date: February 4, 2011
Time: 9:00 a.m.
Dept: 324
Judge: Emilie H. Elias

DECLARATION OF RICHARD M. PEARL IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AN AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS - CASE NO.: BC441237

234747-2

1 I, Richard M. Pearl, declare:

2 I make this Declaration of my own personal knowledge, and if called to testify, I could
3 and would testify competently to the matters stated herein.

4 A. Background

5 2. I am a member in good standing of the California State Bar. I am in private practice as
6 the principal of my own law firm, the Law Offices of Richard M. Pearl. I specialize in issues related to
7 court-awarded attorneys' fees, including the representation of parties in fee litigation and appeals,
8 serving as an expert witness, and serving as a mediator and arbitrator in disputes concerning attorneys'
9 fees and related issues. In this case, I have been asked by Plaintiffs' counsel to express my expert
10 opinion regarding their claim for reasonable attorneys' fees.

11 3. Briefly summarized, my background is as follows: I am a 1969 graduate of Boalt Hall
12 School of Law, University of California, Berkeley, California. After graduation, I spent fourteen years
13 in federally-funded legal services programs before going into private practice in 1982. From 1977 to
14 1982, I was Director of Litigation for California Rural Legal Assistance, Inc., a statewide legal services
15 program with more than fifty attorneys. Since April 1987, I have been a sole practitioner in the San
16 Francisco Bay Area. Martindale Hubbell rates my law firm "AV." I also have been selected as a
17 Northern California "Super Lawyer" in Appellate Law for 2005, 2006, 2007, 2008, and 2010. A copy
18 of my Resume is attached hereto as Exhibit A.

19 4. Since 1982, my practice has been a general civil litigation and appellate practice, with an
20 emphasis on cases and appeals involving court-awarded attorneys' fees. I have lectured and written
21 extensively on court-awarded attorneys' fees. I have been a member of the California State Bar's
22 Attorneys Fees Task Force and have testified before the State Bar Board of Governors and the
23 California Legislature on attorneys' fee issues. I am the author of California Attorney Fee Awards, (3d
24 ed Cal. CEB 2010). I also was the author of California Attorney Fee Awards, 2d Ed. (Calif. Cont. Ed.
25 of Bar 1994), and its 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007,
26 and 2008 Supplements. This treatise has been cited by the California appellate courts on more than 35
27 occasions. I also authored the 1984, 1985, 1987, 1988, 1990, 1991, 1992, and 1993 Supplements to its
28 predecessor, CEB's California Attorney's Fees Award Practice. In addition, I authored a federal

1 manual on attorneys' fees entitled Attorneys' Fees: A Legal Services Practice Manual, published by the
2 Legal Services Corporation. I also co-authored the chapter on "Attorney Fees" in Volume 2 of CEB's
3 Wrongful Employment Termination Practice, 2d Ed. (1997).

4 5. More than 90% of my practice is devoted to issues involving court-awarded attorney's
5 fees. I have been counsel in over 140 attorneys' fee applications in state and federal courts, primarily
6 representing other attorneys. I also have briefed and argued more than 40 appeals, at least 25 of which
7 have involved attorneys' fees issues. In the past ten or so years, I have successfully handled four cases
8 in the California Supreme Court involving court-awarded attorneys' fees: (1) *Delaney v. Baker* (1999)
9 20 Cal. 4th 23, which held that heightened remedies, including attorneys' fees, are available in suits
10 against nursing homes under California's Elder Abuse Act; (2) *Ketchum v. Moses* (2001) 24 Cal. 4th
11 1122, which held, inter alia, that contingent risk multipliers remain available under California attorney
12 fee law, despite the United States Supreme Court's contrary ruling on federal law (note that in
13 *Ketchum*, I was primary appellate counsel in the Court of Appeal and "second chair" in the Supreme
14 Court); (3) *Flannery v. Prentice* (2001) 26 Cal. 4th 572, which held that in the absence of an agreement
15 to the contrary, statutory attorneys' fees belong to the attorney whose services they are based upon; and
16 (4) *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553, which I handled, along with trial counsel,
17 in both the Court of Appeal and Supreme Court. I also successfully represented the plaintiffs in a
18 previous attorneys' fee decision in the Supreme Court, *Maria P. v. Riley* (1987) 43 Cal. 3d 1281, and
19 represented amicus curiae, along with Richard Rosfisch, in the Supreme Court's most recent fee
20 decision, *Vasquez v. State of California* (2009) 45 Cal. 4th 243. I also have handled several Ninth
21 Circuit attorneys' fees matters, including *Davis v. City & County of San Francisco* (9th Cir. 1992) 976
22 F.2d 1536, *Mangold v. CPUC* (9th Cir. 1995) 67 F.3d 1470, *Velez v. Wynne* (9th Cir. 2007) 2007 U.S.
23 App. LEXIS 2194, and *Camacho v. Bridgeport Financial, Inc.* (9th Cir. 2008) 523 F.3d 973. See
24 Exhibit A.

25 B. Plaintiffs' Counsel's Rates

26 6. I have been asked by Plaintiffs' counsel to submit this declaration in support of
27 Plaintiffs' Motion for Final Approval of Class Action Settlement and an Award of Reasonable
28 Attorneys' Fees and Costs. I submit this declaration to provide the Court information concerning

2
DECLARATION OF RICHARD M. PEARL IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AN AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS - CASE NO. BC441277

284747-2

1 hourly rates for attorneys in the San Francisco Bay Area, and in particular to provide information
2 demonstrating that the hourly rates requested by Plaintiffs' counsel in this matter are within the range of
3 market rates being charged in the San Francisco Bay Area and the San Diego market for similar
4 services, i.e. handling and trying complex class actions on behalf of employees against large employers
5 like Pacific Bell Telephone Company in this case.

6 7. I understand that Plaintiffs' counsel are requesting an award of attorneys' fees at the
7 following rates:

8 a. Goldstein Demchak Baffer Borgen & Dardarian, Oakland, CA

9

Name	Grad Year	Billing Rate
Robert L. Steele	1993	\$600
Laura L. Ho	1994	\$600
Joseph E. Jaramillo	1995	\$550
Senior Paralegal		\$195
Paralegal		\$150

10
11
12

13 b. Grace Hollis LLP, San Diego, CA

14

Name	Grad Year	Billing Rate
Graham S.P. Hollis	1985	\$600
Marta Manus	2008	\$375
Senior Paralegal		\$170

15
16

17 8. Through my writing and practice, I have become familiar with the non-contingent
18 market rates charged by attorneys in California and elsewhere. This familiarity has been obtained in
19 several ways: (1) by handling attorneys' fee litigation; (2) by discussing fees with other attorneys;
20 (3) by obtaining declarations regarding prevailing market rates in cases in which I represent attorneys
21 seeking fees; and (4) by reviewing attorneys' fee applications and awards in other cases, as well as
22 surveys and articles on attorney's fees in the legal newspapers and treatises.

23 9. The information I have gathered, some of which is summarized below, shows that the
24 rates requested by Plaintiffs' counsel in this case are well in line with the non-contingent market rates
25 charged by litigation attorneys of similar qualifications and experience in San Francisco, San Diego,
26 and similar markets.

27 ///

28 ///

c. Rates found reasonable in other cases.

Set forth below are rates that were awarded by the courts in the following cases:

2010 Rates

(1) *Savaglio, et al. v. WalMart*, Alameda County Superior Court No. C-835687-7, Order Granting Class Counsel's Motion for Attorneys' Fees, filed September 10, 2010, a wage and hour class action, in which the court found the following hourly rates reasonable (before applying a 2.36 multiplier):

Years of Experience	Rate
51	\$875
39	\$750
38	\$600
33	\$775
25	\$550
23	\$650
21	\$625
19	\$610
18	\$600
17	\$585
16	\$570
15	\$560
14	\$550
13	\$525
12	\$515
11	\$510
10	\$505
9	\$500
7	\$460
4	\$435
Law Clerks	\$125-\$260

2009 Rates

(1) *Center for Biological Diversity v. California Fish & Game Commission*, San Francisco Superior Court No. CPF-08-508759, Order Granting Petitioners' Motion for Attorneys' Fees, filed December 1, 2009, in which the court found reasonable the following hourly rates:

Years of Experience	Rate
25	\$650
8	\$375
4	\$250
Law Clerks	\$150

(2) *Kashmiri et al v. Regents of U.C.*, San Francisco Superior Court, Order Granting Plaintiffs' Motion for Common Fund Attorneys' Fees and Expenses, filed September 30, 2008, in which the court found the following rates reasonable, plus a 3.7 lodestar multiplier:

Years of Experience	Rate
40	\$750
22	\$690
14	\$590
7	\$420
4	\$345
2	\$295
Law Clerks	\$200
Paralegals	\$195

(4) *Environmental Law Foundation v. Laidlaw Transit, Inc.*, San Francisco Superior Court No. CGC-06-451832, Order Granting Motion for Court Approval of Parties Joint Stipulated Judgment, filed September 22, 2008, in which the court found the following hourly rates reasonable in a Proposition 65 action, plus a 1.25 multiplier:

Years of Experience	Rate
29	\$750
26	\$700
24	\$700
23	\$650
18	\$650
16	\$625
14	\$600
10	\$560
9	\$495-\$575
8	\$475
7	\$450
6	\$395
4	\$325
2	\$300
1	\$250
Paralegals	\$145-\$175
Interns	\$125

(5) *Gardner v. Schwarzenegger*, Alameda County Superior Court No. RG06-278911, Order After Hearing filed April 20, 2009, aff'd by unpublished opinion, 2010 Cal. App. Unpub. LEXIS 1240, in which the court found the following 2008 rates reasonable, plus a 1.75 multiplier:

Years of Experience	Rate
17	\$640
14	\$590
8	\$445
Paralegal	\$170

a. Rate Information from Surveys and Other Cases:

I have reviewed numerous declarations and depositions filed in other cases, as well as various surveys of legal rates. These include the Westlaw CourtExpress Legal Billing Reports for May, August, and December 2009 (attached hereto as Exhibit B). These sources show the hourly rates for litigation undertaken on a non-contingent basis by the following California law firms, listed in alphabetical order:

Altshuler Berzon LLP

2009 Rates:

Years Experience	Rate
32	\$775
15	\$625
8	\$475
Law Clerks	\$200
Paralegals	\$195

2007 Rates:

Years Experience	Rate
23	\$700
15	\$550
5	\$325
Paralegals	\$155-\$190

Cooley Godward Kronish LLP

2008 Rates:

Years Experience	Rate
Partners	\$525-\$980
Associates	\$285-\$570

2007 Rates:

Years Experience	Rate
Partners	\$470-\$875 (average \$673)
Associates	\$250-\$555 (average \$403)

Coughlin Stoia Geller Rudman & Robbins, LLP

2007 Rates:

Years Experience	Rate
42	\$700
19	\$650
14	\$650
14	\$600
13	\$585
11	\$510
6	\$460
5	\$285

Duane Morris LLP

2009 Rates:

Years Experience	Rate
Partners	\$325-\$795
Associates	\$225-\$450

Epstein Becker & Green LLP

2009 Rates:

Years Experience	Rate
Partners	\$350-\$855
Associates	\$180-\$475

Fenwick & West

2007 Rates:

Years Experience	Rate
Partners	\$500-\$775 (average \$590)
Associates	\$245-\$500 (average \$370)

Hadsell Stormer

2009 Rates:

Years Experience	Rate
35	\$775
20	\$575

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Howard, Rice, Nemerovski, Canady, Falk & Rabkin

2008 Rates:

Years Experience	Rate
Partners	\$515-\$795
Associates	\$275-\$510

2007 Rates:

Years Experience	Rate
Partners	\$495-\$775
Associates	\$275-\$485

Litt, Estuar, Harrison & Kitson, LLP

2009 Rates:

Years Experience	Rate
39	\$800
16	\$550
3	\$320
2	\$285
Paralegals	\$125-\$235
Law Clerks	\$225

Loeb & Loeb

2009 Rates:

Years Experience	Rate
Partners	\$475-\$950
Associates	\$285-\$450

2008 Rates:

Years Experience	Rate
Partners	\$450-\$925
Associates	\$260-\$500

2007 Rates:

Years Experience	Rate
Partners	\$475-\$875 (average \$600)
Associates	\$240-\$500 (average \$400)

Manatt, Phelps & Phillips

2009 Rates:

Years Experience	Rate
Partners	\$495-\$850
Associates	\$250-\$505

2008 Rates:

Years Experience	Rate
Partners	\$495-\$850
Associates	\$290-\$505

2007 Rates:

Years Experience	Rate
Partners	\$520-\$785 (average \$600)
Associates	\$265-\$480 (average \$395)

Morrison Foerster

2009 Rates:

Years Experience	Rate
24	\$750

2008 Rates:

Years Experience	Rate
45	\$675
36	\$725
33	\$785
14	\$650
12	\$600
9	\$560
7	\$535
5	\$485
1	\$520
Paralegals	\$185-\$230

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2007 Rates:

Years Experience	Rate
44	\$675
11	\$550
8	\$520
6	\$475
3	\$250

O'Melveny & Myers

2009 Rates:

Years Experience	Rate
36-37	\$860-\$950
21	\$820
16-18	\$700-\$710
14	\$595-\$675
10	\$590
8	\$565
7	\$540-\$565
5-6	\$480-\$520
2-4	\$395-450
Paralegals	\$225-310

Reed Smith

2008 Rates:

Years Experience	Rate
Partners	\$375-\$900 (average \$626)
Associates	\$235-\$580 (average \$423)

2007 Rates:

Years Experience	Rate
Partners	\$350-\$825 (average \$558)
Associates	\$200-\$510 (average \$374)

Rudy, Exelrod & Zieff

2009 Rates:

Years Experience	Rate
Partners 31	\$700
Associates 3	\$305

2007 Rates:

Years Experience	Rate
Partners 29	\$700
12	\$500
Associates 10	\$400
8	\$330
Law Clerk	\$200
Paralegal	\$150

Schonbrun, DeSimone, Seplow, Harris & Hoffman

2009 Rates:

Years Experience	Rate
33	\$750
25	\$625
24	\$625
8	\$375
6	\$370
Paralegals	\$125

Sheppard, Mullin, Richter & Hampton

2008 Rates:

Years Experience	Rate
Partners	\$475-\$795
Associates	\$275-\$455

2007 Rates:

Years Experience	Rate
Partners	\$425-\$795
Associates	\$260-\$550

Townsend and Townsend and Crew

2009 Rates:

Years Experience	Rate
Partners	\$480-\$750
Associates	\$260-\$460

Winston & Strawn

2009 Rates:

Years Experience	Rate
Partners	\$400-\$995
Associates	\$210-\$670

10. The hourly rates set forth above pertain largely to law firms headquartered in the San Francisco Bay Area and Los Angeles. To the extent those law firms handle cases in other jurisdictions, like San Diego, they almost always charge the same rates that they do for litigation in the Bay Area. To the extent Plaintiffs' claim is based upon San Diego rates, however, I also am of the opinion that they are in line with the rates charged by lawyers of comparable skill, experience, and reputation for comparable work, *i.e.*, complex representative litigation in San Diego. I base that opinion on the following facts:

a. In a report filed with the California Public Utilities Commission (attached as Exhibit C), the San Diego Gas & Electric Co. reported that in 2003, it hired outside counsel at rates of from \$477-\$625 per hour for partners with 13 or more years experience, \$435 per hour for partners with 8-12 years of practice, and \$239-\$425 per hour for associate attorneys with up to 7 years of practice. Hourly rates have increased significantly since then.

b. San Diego law firm Luce, Forward, Hamilton & Scripps reports that in 2010, its partner rates ranged from \$350 to \$670 per hour, and its associate rates ranged from \$245 to \$445 per hour. In 2009, its partner rates ranged from \$360 to \$650 per hour, and its associate rates ranged from \$240 to \$540 per hour.

11. My research regarding attorneys' fees in California has indicated a consistent increase in fees over the last several years. Most firms increased their rates over these periods. Consistent with this market, I raised my rates in 2009 and 2010, and will raise it again in 2011, to reflect both the

1 demand for my services and inflation in costs and legal rates; my rate is still significantly less than
2 many attorneys with comparable experience, expertise, and skills at other firms.

3 12. The hourly rates set forth above are those charged where full payment is expected
4 promptly upon the rendition of the billing and without consideration of factors other than hours and
5 rates. If any substantial part of the payment were to be deferred for any substantial period of time, for
6 example, or if payment were to be contingent upon outcome or any other factor, the fee arrangement
7 would be adjusted accordingly to compensate the attorneys for those factors.

8 13. In my experience, fee awards are almost always determined based on current rates, i.e.,
9 the attorney's rate at the time a motion for fees is made, rather than the historical rate at the time the
10 work was performed. This is a common and accepted practice to compensate attorneys for the delay in
11 being paid.

12 C. Plaintiffs' Counsel's Requested Percentage Fee

13 14. I understand that Plaintiffs request an award of fees under the common fund doctrine as a
14 percentage of the fund recovered in this litigation sufficient to provide them with a reasonable fee. This
15 is an appropriate request because this is a fully-paid, non-reversionary settlement in which the value of
16 the class recovery is fully monetized at \$2,000,000, inclusive of fees, expenses, and settlement
17 administration costs. Under these circumstances, courts award fees as percentages of the common fund
18 where they are in line with the range of fees freely negotiated in the legal marketplace in comparable
19 litigation.

20 15. Based on the information I have gathered and my own experience and expertise, it is my
21 opinion that the 33 1/3% common fund fee recovery requested by Class Counsel is, in the
22 circumstances of this case, reasonable and consistent with awards approved by other California state
23 courts reviewing class action settlements, based on the factors discussed below.

24 16. My opinion is based in part on the fact that, as a common fund case with the fund
25 consisting of \$2 million, Plaintiffs' claimed fee of 33 1/3% is entirely consistent with the legal
26 marketplace for attorneys' services in contingency fee cases involving similar financial recoveries. In
27 the course of my practice, I have become familiar with the contingency fee percentages charged by law
28 firms to sophisticated institutional clients in large damage cases. Based on that knowledge and my

13
DECLARATION OF RICHARD M. PEARL IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AN AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS - CASE NO.: DC441237

234747-2

1 experience in the attorneys' fees field generally, it is my opinion that if competent and experienced
2 attorneys and a sophisticated client were to negotiate a contingency fee agreement under the
3 circumstances where (a) a high risk, complex case was being contemplated, (b) it is anticipated that the
4 opposition would be vigorous, and (c) the attorneys would not be paid unless and until they were able to
5 obtain significant relief for the client, the sophisticated client would be more than willing to enter into a
6 retainer agreement under which the client would pay only the litigation out-of-pocket costs, and the
7 attorneys could reasonably expect to recover 5% to 35% of the total value of any recovery as fees.

8 17. An award of 33 1/3% of the common fund requested by Class Counsel here is consistent
9 with legal marketplace for attorneys' services in contingency fee cases because of (a) the high risk
10 involved in litigating an incentive compensation plan case on behalf of nearly 100 California
11 employees; (b) the vigorous defense presented by the large defense firm that represents Defendant here;
12 (c) the relatively small size of the common fund, which weighs toward a higher percentage; and (d) the
13 fact that here, unlike in the paradigm market practices situation described in the previous paragraph,
14 Class Counsel were obligated to advance the substantial litigation costs on a contingent basis with risk
15 of delay in repayment as well as possible non-repayment, and to represent Plaintiffs through appeal of
16 any judgment in this case. This award would also be appropriate to encourage settlement, reward
17 counsel for maximizing their clients' recoveries, and promote the private enforcement of the wage and
18 hour laws Plaintiffs allege were violated.

19 D. Plaintiffs' Counsel's Lodestar Multiplier

20 18. Courts often cross-check a percentage-based fee against a lodestar based fee to determine
21 if it is reasonable. I understand that Plaintiffs' lodestar here is \$332,383.88 on non-fees work. The
22 \$666,667 fee award requested represents a 2 multiplier on the non-fees lodestar.

23 19. The expense and risk of public interest litigation has not diminished over the years; to
24 the contrary, these cases are in many ways more difficult than ever. As a result, fewer and fewer
25 attorneys and firms are willing to take on such litigation, and the few who are willing to do so can only
26 continue if their fee awards reflect true market value. Attorneys who litigate on a wholly or partially
27 contingent basis expect to receive significantly higher effective hourly rates in cases where
28 compensation is contingent on success. As the case law recognizes, this does not result in any

1 "windfall" or undue "bonus." In the legal marketplace, a lawyer who assumes a significant financial
2 risk on behalf of a client rightfully expects that his or her compensation will be significantly greater
3 than if no risk was involved (i.e., if the client paid the bill on a monthly basis), and that the greater the
4 risk, the greater the "enhancement." Adjusting court-awarded fees upward in contingent fee cases to
5 reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor simply makes
6 them competitive in the legal marketplace, helping to ensure that meritorious cases will be brought to
7 enforce important public interest policies and that clients who have meritorious claims will be more
8 likely to obtain qualified counsel.

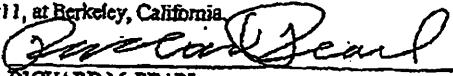
9 20. In my experience, lodestar multipliers of 2 to 4 are typical for class actions such as this
10 case. Plaintiffs' requested fee falls well within this range.

11 **E. Plaintiffs' Counsel's Out-of-Pocket Expenses.**

12 21. I have reviewed the billing practices of hundreds of attorneys in California. Based on
13 my experience and knowledge of these billing practices, I am aware that it is a common practice for
14 firms to bill their clients for out-of-pocket expenses incurred in litigation on a monthly basis as they are
15 incurred. Such expenses include, but are not limited to, charges incurred for copying, long-distance
16 telephone calls, postage, messengers, travel, deposition and hearing transcripts, legal and non-legal
17 computer research services, mediation services, and expert witnesses. I am informed that Plaintiffs
18 expended \$16,258.08 in out-of-pocket litigation expenses in this case, including \$8,000 for the services
19 of an experienced and skilled mediator, David Rotman, who brokered the settlement in this case. Based
20 on my knowledge and experience of such costs and billing practices, it is my opinion that these
21 expenses are reasonable given the complex nature of this case.

22 If called as a witness, I could and would competently testify from my personal knowledge to the
23 facts stated herein. I declare under penalty of perjury under the laws of the state of California the
24 foregoing is true and correct.

25 Executed this 4th day of January, 2011, at Berkeley, California.

26 
27 RICHARD M. PEARL
28

15
DECLARATION OF RICHARD M. PEARL IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AN AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS - CASE NO. SCW1127

234747-2

EXHIBIT 6