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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF PLACER**

STEPHANIE KARABINUS, as an  
individual and on behalf of all others  
similarly situated,

Plaintiff,

vs.

CIRCLE PIZZA, LLC, a Delaware  
Limited Liability Company; and DOES 1  
through 50, inclusive,

Defendants.

Case No.: S-CV-0048669

**DECLARATION OF KRISTEN M. AGNEW IN  
SUPPORT OF PLAINTIFF'S MOTION TO  
APPROVE SETTLEMENT AGREEMENT  
PURSUANT TO THE PRIVATE ATTORNEYS  
GENERAL ACT**

Date: December 5, 2023  
Time: 8:25 a.m.  
Dept: 42

Complaint Filed: June 27, 2022  
Trial Date: None

1 I, Kristen M. Agnew, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of  
3 California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff  
4 Stephanie Karabinus ("Plaintiff"). I have personal knowledge of the facts set forth below and if  
5 called to testify I could and would do so competently.

6 **PROCEDURAL HISTORY**

7 2. From the inception of the case, Plaintiff's Counsel has zealously represented the  
8 interests of the Aggrieved Employees.

9 3. On June 13, 2022, Plaintiff submitted written notice under Labor Code section  
10 2699.3 to the California Labor and Workforce Development Agency ("LWDA") and Defendant,  
11 alleging that Defendant violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 510,  
12 512, 558, 1194, 1197, and 1197.1 (the "PAGA Notice"). Attached hereto as **Exhibit 1** is a true  
13 and correct copy of the PAGA Notice.

14 4. As set forth in the PAGA Notice, Plaintiff contends that, as matter of policy and  
15 practice, Defendant: (1) failed to properly pay minimum, regular, and overtime wages for all  
16 hours worked, in violation of Labor Code sections 201, 202, 203, 204, 510, 558, 1194, 1197, and  
17 1197.1; (2) failed to provide duty free meal and rest periods and/or pay premium compensation  
18 in lieu thereof at the regular rate of pay, in violation of Labor Code sections 226.7 and 512; (3)  
19 failed to provide accurate itemized wage statements, in violation of Labor Code section 226; and  
20 (4) failed to pay sick pay at the correct regular rate of pay, in violation of Labor Code sections  
21 201, 202, 203, 204 and 246.

22 5. On May 27, 2022, Plaintiff filed a putative class action against Defendant in the  
23 matter of *Stephanie Karabinus v. Circle Pizza LLC*, Placer County Superior Court Case No. S-  
24 CV-0048669 (the "Action"). Counsel for Defendant informed me that Plaintiff was bound by an  
25 arbitration agreement that contained a class action waiver and provided a copy of the arbitration  
26 agreement, which I reviewed. In light of the arbitration agreement, Plaintiff agreed to the  
27 dismissal of the class claims without prejudice and to proceed on a representative basis only.

28 6. On August 8, 2022, Plaintiff filed the operative First Amended Representative

1 Action Complaint. As set forth in the Complaint, Plaintiff asserts a single cause of action for  
2 violation of PAGA predicated on the alleged Labor Code violations set forth in the PAGA  
3 Notice. Plaintiff seeks civil penalties under PAGA, as well as attorneys' fees, and costs.

4 7. On or about August 18, 2022, Defendant filed an Answer in the Action.  
5 Defendant disputes and denies Plaintiff's allegations and claims asserted in the operative  
6 Complaint.

### 7 **DISCOVERY & INVESTIGATION**

8 8. On August 26, 2022, Plaintiffs propounded written discovery, including Special  
9 Interrogatories (Set One) and Requests for Production of Documents (Set One). The discovery  
10 required Defendant to produce Plaintiff's time and payroll records, Defendant's non-  
11 discretionary bonus plans, meal and rest period policy, store opening and closing procedures, as  
12 well as Circle Pizza's policies relating to the calculation of hours worked (including whether  
13 time spent arming and disarming the alarm is compensable), the calculation of the regular rate of  
14 pay for the purpose of paying meal/rest period premiums and/or overtime wages, and the  
15 calculation of sick pay wages.

16 9. The discovery further required Defendant to provide information relevant to the  
17 number of alleged aggrieved employees, the aggregate number of pay periods worked by  
18 aggrieved employees, the number of pay periods in which aggrieved employees worked at least  
19 one workweek in which he or she earned both non-discretionary incentive pay and overtime  
20 wages, the number of pay periods in which aggrieved employees worked at least one workweek in  
21 which he or she earned both non-discretionary incentive pay and sick pay wages, the number of  
22 pay periods in which aggrieved employees worked at least one workweek in which he or she  
23 earned both non-discretionary incentive pay and meal/rest period premiums, and the number of  
24 aggrieved employees who separated employment.

25 10. Defendant provided substantive responses to the Requests for Production of  
26 Documents and Special Interrogatories.

27 11. The Parties further stipulated to the production of the contact information of  
28 aggrieved employees through the *Belaire-West* process. Through the *Belaire-West* process,

1 Plaintiff received the contact information of approximately 900 alleged aggrieved employees.

2 Plaintiff's Counsel interviewed several employees regarding their experience with Circle Pizza.

3 12. Shortly after the completion of the initial round of written discovery, the Parties  
4 agreed to redirect their efforts towards an early resolution of the Action and agreed to participate  
5 in private mediation.

6 13. In connection with the Parties' negotiations, Defendant produced updated data  
7 points relating to: (1) the number of aggrieved employees; (2) the number of aggrieved  
8 employees who earned non-discretionary incentive pay; (3) the number of pay periods worked by  
9 aggrieved employees; (4) the number of pay periods in which aggrieved employees earned non-  
10 discretionary incentive pay and meal/rest period premiums, overtime and/or sick pay during the  
11 same workweek; (5) the number of pay periods in which aggrieved employees worked at least  
12 one meal/rest period eligible shift; and (6) the number of aggrieved employees who separated  
13 employment.

14 14. Based on the information provided by Defendant, I conducted a full penalties  
15 analysis as to the value of the PAGA claims. I also investigated the applicable law as applied to  
16 the facts discovered regarding Plaintiff's alleged claims and potential defenses thereto. Thus, I  
17 entered mediation with a clear understanding of Defendant's maximum exposure.

### 18 **SETTLEMENT NEGOTIATIONS**

19 15. On June 29, 2023, the Parties engaged in a full-day mediation with the Honorable  
20 Brian C. Walsh (Ret). As a result of the mediation, Plaintiff and Defendant reached the present  
21 settlement, memorialized by a written Memorandum of Understanding ("MOU").

22 16. The Parties subsequently negotiated and executed the Joint Stipulation of  
23 Settlement and Release Under the Private Attorneys General Act ("Agreement" or "Settlement"),  
24 a true and correct copy of which is attached herewith as **Exhibit 2**. The settlement discussions  
25 were conducted at arm's length.

### 26 **MONETARY TERMS OF SETTLEMENT**

27 17. As defined by the Agreement, "Aggrieved Employees" means all current and  
28 former California non-exempt employees who worked at least one pay period for Circle Pizza in

1 California at any time during the period of June 13, 2021, to June 29, 2023 (“PAGA Period”)  
2 (“Aggrieved Employees”). *See* Settlement Agreement (“SA”) §§ B-2, B-14. Based on  
3 Defendant’s records, there are approximately 1,400 Aggrieved Employees. These individuals  
4 were issued approximately 11,933 pay checks during the PAGA Period. *See* SA § C-2.

5 18. The Settlement Agreement requires Defendant to pay the gross amount of Three  
6 Hundred Fifty Thousand Dollars (\$350,000.00) (the “Gross Settlement Amount”). *See* SA § B-  
7 11. Based on the Gross Settlement Amount, Defendant will pay approximately \$29.33 per pay  
8 period to resolve the claims in this case.

9 19. The balance of the Gross Settlement Amount remaining after deduction of the  
10 approved attorneys’ fees and litigation costs, Settlement Administration Costs, and Plaintiff’s  
11 Enhancement Payment (the “PAGA Penalties Fund”), will be available for distribution to the  
12 LWDA and Aggrieved Employees. *See* SA §§ B-13, C-4.

13 20. Seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the  
14 LWDA for PAGA penalties (“LWDA Payment”). *See* SA § C-4. The remaining twenty-five  
15 percent (25%) will be distributed to Aggrieved Employees (“Net PAGA Payment”). *See* SA § C-  
16 4.

17 21. As part of the Settlement, Defendant does not object to Plaintiff’s Counsel’s  
18 request for attorneys’ fees of approximately one-third of the Gross Settlement Amount, *i.e.*, One  
19 Hundred Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty-Six Cents (\$116,666.66),  
20 and reimbursement for litigation costs in an amount up to Fifteen Thousand Dollars  
21 (\$15,000.00), subject to the Court finally approving this Settlement. *See* SA § C-9. Plaintiff’s  
22 Counsel’s anticipated actual litigation costs total \$7,590.80. Any partition of the requested  
23 attorneys’ fees and/or costs not approved by the Court shall be added to the PAGA Penalties  
24 Fund. *See id.*

25 22. Defendant has also agreed to not object to Plaintiff’s request for a Enhancement  
26 Payment to Plaintiff in an amount not to exceed Ten Thousand Dollars (\$10,000.00). *See* SA §§  
27 B-10, C-8. Any portion of the Enhancement Payment to Plaintiff that is not approved by the  
28 Court shall become part of the PAGA Penalties Fund. *See id.*

1           23.     Finally, the Settlement Agreement provides for the payment of the fees and  
2 expenses reasonably incurred by the Settlement Administrator. *See* SA § C-10. The Parties have  
3 agreed to utilize Phoenix Settlement Administrators to administer the settlement, with the  
4 administration costs estimated to be Ten Thousand Five Hundred Dollars and Zero Cents  
5 (\$10,500.00). *See id.* at §§ B-19, C-10.

6                   **PAYMENTS TO AGGRIEVED EMPLOYEES AND THE LWDA**

7           24.     Assuming that the Court approves the Enhancement Payment to Plaintiff  
8 (\$10,000), attorney's fees (\$116,666.66), actual litigation costs (\$7,590.80) and the Settlement  
9 Administrator's costs (\$10,500.00), I estimate that the PAGA Penalties Fund will total  
10 \$205,242.54. Seventy-Five percent of the PAGA Penalties Fund (approximately \$153,931.90)  
11 will be paid to the LWDA for PAGA penalties. The remaining twenty-five percent  
12 (approximately \$51,310.64) will be distributed to Aggrieved Employees.

13           25.     The Individual Settlement Payments to each Aggrieved Employee will be based  
14 on the number of pay checks wherein he or she received the payment of wages during the PAGA  
15 Period. *See* SA §§ C-2, C-5. Based on the number of Aggrieved Employees, employees will be  
16 entitled to recover, on average, up to approximately \$36.65 each. The amount any particular  
17 Aggrieved Employee will be entitled to recover will be greater or lower than this average  
18 depending on the number of pay checks issued to each individual employee who performed work  
19 during the PAGA Period, with some entitled to receive more, and others less. The Individual  
20 Settlement Payments to Aggrieved Employees shall be categorized as penalties for tax purposes.  
21 *See* SA § C-6.

22           26.     If any checks from the Settlement remain uncashed after 180 days, the Settlement  
23 Administrator will distribute the funds represented by the uncashed checks to the following *cy*  
24 *pres* recipient: Legal Aid at Work, a 501(c)(3) non-profit organization that provides legal  
25 services to low-income families. *See* SA § D-5. The Parties warrant and represent that they do  
26 not have a relationship, financial or otherwise, with the *cy pres* recipient. *See id.*

27                   **POTENTIAL CIVIL PENALTIES**

28           27.     Due to the discretionary nature of PAGA penalties, PAGA civil penalties are

difficult to evaluate. Defendant has indicated that there were approximately 11,933 pay checks issued to Aggrieved Employees who received the payment of wages during the PAGA Period. Assuming that Plaintiff was to prevail on the merits of the PAGA claim, applying the standard penalty of \$100 per pay period yields approximately \$1,193,300 in potential liability.

### **FAIRNESS OF THE SETTLEMENT**

28. The above penalty calculations assume that Plaintiff will prevail on the merits. Plaintiff would be required at trial to provide each Aggrieved Employee experienced a violation(s) of the Labor Code during every pay period in the PAGA Period. However, Plaintiff's claims are contested. Furthermore, the penalty calculation also assumes that the Court would award full PAGA penalties for each pay period during the PAGA Period. However, based on the arguments set for the below, the PAGA penalties are subject to reduction.

29. The Gross Settlement Amount (\$350,000.00) amounts to approximately 29.33% of the total estimated liability. Settlement for this reduced value allows for the distribution of penalties in an amount which accounts for the risk of continued litigation, and Defendant's likely arguments that higher penalties would have been confiscatory.

30. **Unpaid Minimum and Overtime Wages.** Plaintiff contends that Defendant required Aggrieved Employees to perform opening and closing procedures, including disarming/arming the store alarm and unlocking/locking doors, without the payment of wages for such time. Upon arriving at the store for the opening shift, Aggreived Employees spent between approximately three to five minutes unlocking the main entrance, walking to the security pad in the kitchen and entering the code to turn off the alarm. Only after disarming the alarm, were employees able to clock in using Defendant's computer. Similarly, in the evenings, after clocking out, Aggrieved Employees spent approximately three to five minutes setting the alarm and locking the main door.

31. Defendant denies that it failed to pay wages for all hours worked. Defendant contends that it invested in a state-of-the-art electronic timekeeping system (PosNet), where employees were able to keep accurate track of their worked time on a computer. Defendant further argues that the minimum wage and overtime claims are not suitable to be adjudicated on

1 a representative basis because its policies and training materials required accurate recording of  
2 time and prohibited off-the-clock work. As articulated in the employee handbook, Defendant's  
3 written policy strictly prohibits non-exempt employees from working off the clock for any  
4 reason. Furthermore, all time spent working must be reported, including any work activity  
5 performed pre-shift and post-shift. Defendant contends that during the on-boarding process,  
6 employees are provided with a copy of the employee handbook and sign an acknowledgement  
7 that they have read and understood the handbook. Citing to *Brinker Restaurant Corp. v. Superior*  
8 *Court*, 53 Cal. 4th 1004 (2012) and its progeny, Defendant argues that its liability is contingent  
9 on proof that Defendant knew or should have known that off-the-clock work was occurring. In  
10 the absence of a uniform policy, Defendant contends that Plaintiff will not be able to establish  
11 the requisite knowledge through common proof.

12       32.     **Failure to Provide Meal and Rest Periods.** Plaintiff contends that Defendant  
13 failed to provide proper duty-free meal and rest periods. Specifically, Defendant scheduled  
14 Aggrieved Employees to work solo shifts without any relief for breaks. By way of example,  
15 Plaintiff was scheduled to open the store at 6:00 a.m. Due to Defendant's concerns regarding  
16 labor expenses, the next employee was not scheduled to work until between 2:00 p.m. and 4:00  
17 p.m. Since Plaintiff was the only employee, the demands of work frequently required her to  
18 interrupt and/or shorten her breaks. Arguably, Defendant's written policies also contemplate that  
19 employees may be required to work during their meal and rest breaks.

20       33.     Defendant maintains that it complied with the law, had lawful and compliant  
21 practices, and provided Aggrieved Employees with duty-free meal and rest periods. According to  
22 Defendant, an adjudication of the alleged meal and rest period violation would require  
23 individualized assessments as to the circumstances of each missed, delayed or interrupted break.  
24 Defendant argues that, even if Plaintiff was able to establish that some Aggrieved Employees  
25 experienced a meal and/or rest period violation, such a claim would not be manageable.

26       34.     **Meal and Rest Period Regular Rate Violation.** Plaintiff contends that  
27 Defendant did not pay meal and rest period premiums at the regular rate of pay to Aggrieved  
28 Employees. Aggrieved Employees earned non-discretionary incentive wages, such as bonuses.

1 As these items are non-discretionary forms of remuneration, they should have been include in the  
2 regular rate of pay for purposes of paying meal and rest period premium compensation.

3 However, during workweeks when Aggrieved Employees earned non-discretionary incentives  
4 and meal/rest period premiums, Defendant paid the premiums at the employee's base rate of pay.  
5 I reviewed Plaintiff's time and payroll records, which were produced by Defendant. The wage  
6 statements do not reflect the payment of a meal or rest period penalties paid at the regular rate of  
7 pay.

8 35. Defendant denies that Aggrieved Employees received non-discretionary bonus  
9 payments. Defendant further maintains that a limited number of employees received  
10 discretionary bonus payments based on the performance of their store location. As alleged by  
11 Defendant, management would review how each store performed and if there was extra money, a  
12 bonus would be paid to eligible employees. However, the bonus was not guaranteed.

13 36. **Overtime Regular Rate Violation.** Plaintiff contends that Defendant failed to  
14 incorporate the incentive wages in the calculation of the regular rate used to pay overtime.  
15 During workweeks where employees earned both overtime and a "BONUS" payment, the  
16 overtime was paid at a rate below 1.5x the regular rate of pay.

17 37. Defendant denies that Aggrieved Employees received non-discretionary bonus  
18 payments. The occasional bonuses paid to eligible employees were discretionary in nature and  
19 did not need to be factored into the regular rate of pay.

20 38. **Sick Pay Regular Rate Violation.** Plaintiff contends that Defendant did not pay  
21 sick pay wages at the regular rate of pay, as required by the Healthy Workplaces, Healthy  
22 Families Act of 2014, Cal. Lab. Code section 245 *et seq.* ("HWHFA"). Pursuant to the HWHFA,  
23 "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the  
24 regular rate of pay for the workweek in which the employee uses paid sick time, whether or not  
25 the employee actually works overtime in that workweek." Cal. Lab. Code § 226(l)(1) (emphasis  
26 added). Here, Plaintiff alleges that during workweeks where an Aggrieved Employees earned  
27 incentive wages and sick pay earnings, Defendant paid the sick pay at the employee's base  
28 hourly rate. Plaintiff contends that the sick pay should have been paid at the employee's regular

1 rate of pay, which includes all non-discretionary pay, such as incentive wages.

2 39. Defendant contests the sick pay claim on a number of grounds. Defendant  
3 maintains that there is no private right of action to bring a paid sick pay claim. This argument  
4 presents novel legal issues and there is substantial ground for difference of opinion as to the  
5 remedies, if any, available to employees who have experienced a violation of the HWHFA. Even  
6 had Plaintiff ultimately prevailed on the merits, given the novelty of the legal questions it raised,  
7 Defendant may have sought immediate appellate review through a writ or appeal.

8 40. **Derivative Wage Statement Violation.** Plaintiff alleges a derivative wage  
9 statement violation. As a result of the alleged underpayment and/or non-payment of wages to  
10 Aggrieved Employees, Plaintiff contends that the wage statements omit information required by  
11 Labor Code 226, including all applicable hourly rates and the total hours worked.

12 41. As argued by Defendant, Plaintiff's derivative wage statement violation is  
13 vulnerable to a motion for summary judgment based on the weaknesses of the underlying  
14 primary claims. *See Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018) (finding  
15 that the employees did not suffer a violation under 226(a) where their wage statement cause of  
16 action was derived from an underlying wage and hour violation for overtime).

17 42. In negotiating the amount of the settlement, I took into account the strengths and  
18 weaknesses of each alleged violation and the inherent uncertainty in the potential recovery in a  
19 PAGA action. By statute, the Court can decline to award the full amount of PAGA penalties  
20 where "...if, based on the facts and circumstances of the particular case, to do otherwise, would  
21 result in an award that is unjust, arbitrary and oppressive, or confiscatory." *See* Cal. Labor Code  
22 § 2699(e)(2). Assuming that Plaintiff prevailed on liability, under the facts of this case, I  
23 appreciate the substantial risk that Defendant could present a persuasive argument to reduce the  
24 amount of PAGA penalties at trial.

25 43. In this case, Defendant asserted that a substantial reduction in potential PAGA  
26 penalties was warranted because: (1) even assuming that Plaintiff could establish the predicate  
27 violations, the alleged violations were inadvertent; and (2) Aggrieved Employees did not suffer  
28 substantial economic harm as a result of the alleged violations of Labor Code. Thus, Defendant

1 contends that no PAGA penalties were needed to punish or deter Defendant for its inadvertent  
2 behavior, much less to deter it from committing any future violations that were completely  
3 foreclosed by its new payroll practices.

4 44. I am also aware that Courts routinely award far less than the statutory maximum  
5 amount of civil penalties, even where an underlying violation of the Labor Code is found. As  
6 shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while the plaintiff  
7 prevailed on his PAGA claim at trial, the trial court reduced the maximum PAGA penalty  
8 amount by 90%, citing the employer's good faith attempt at complying with the law. 30 Cal.  
9 App. 5th 504, 517 (2018). Upon review, the Court of Appeal found such reduction to be proper.  
10 *Id.* at 539; *see O'Connor v. Uber Technologies, Inc.*, 201 F.Supp.3d 1110, 1133 (N.D. Cal.,  
11 2016). Thus, assuming that the Court uses *Carrington* as a benchmark and assesses PAGA  
12 penalties of approximately 10% of the total maximum, a more realistic estimate of the maximum  
13 PAGA penalties at issue \$119,330.

14 45. Even though I strongly believe that Plaintiff can prevail at trial, given Defendant's  
15 potential defenses to the alleged violations at issue, the risks and costs of continued litigation, I  
16 believe that the Settlement is fair and reasonable. After taking into account sharply disputed  
17 factual and legal issues involved in this litigation, the merits of Defendant's potential defenses,  
18 and the significant delay and potential appellate issues inherent to litigation, I have concluded  
19 that settlement on the terms set forth in the Settlement Agreement is appropriate and in the best  
20 interests of Plaintiff and the Aggrieved Employees.

#### 21 **ATTORNEY EXPERIENCE**

22 46. Diversity Law Group has a great deal of experience in wage and hour class action  
23 litigation and has been approved as class counsel in a number of class actions.

24 47. My qualifications are as follows: I was the 2003 recipient of the Spelman  
25 Presidential Scholarship to Emory University School of Law. During law school, I was a summer  
26 associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the Atlanta  
27 office of the Equal Employment Opportunity Commission. I received my J.D. from Emory  
28 University in 2006 and was admitted to the California Bar in December 2006. Following law

1 school, I was an associate at Sonnenschein from September 2006 to May 2009.

2 48. Since 2009, my primary area of practice has been employment litigation. I have  
3 practiced law at two preeminent employment defense firms. From May 2009 to June 2011, I was  
4 an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and then  
5 senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP from June  
6 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune 500  
7 companies in employment litigation in both state and federal courts, as well as before  
8 government agencies, including the California Department of Labor. My practice included the  
9 defense of single plaintiff and multi-plaintiff lawsuits involving claims under the California Fair  
10 Employment and Housing Act, the California Labor Code and the Fair Labor Standards Act. I  
11 also handled a number of wage and hour class actions.

12 49. While at Ogletree and Seyfarth, I served as the lead associate on a number of  
13 wage and hour class actions, including *Martha Cardenas v. Gold's Gym*, Los Angeles County  
14 Superior Court Case No. BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los  
15 Angeles County Superior Court Case No. BC439428; *Christopher Williams v. Allstate Insurance*  
16 *Co.*, Los Angeles County Superior Court Case No. BC382577; *Hwang v. Caltech*, Los Angeles  
17 County Superior Court Case No. BC464894; *Melissa Roberts v. Zale Delaware, Inc.*, Los  
18 Angeles Superior Court Case No. BC523610; *Michael Oliver v. Konica Minolta Business*  
19 *Solutions U.S.A., Inc.*, Santa Clara County Superior Court Case No. 114-CV-263183; *Tessa*  
20 *Hodge v. Zale Delaware, Inc., d/b/a Piercing Pagoda*, San Bernardino Superior Court Case No  
21 CIVVS1301632; *Warren v. Paychex, Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia v. Zale*  
22 *Delaware Inc. et al*, S.D. Cal. Case No. 3:13-cv-01565; and *Benjamin Burgess et al v. Tesoro*  
23 *Refining and Marketing Company et al*, C.D. Cal. Case No. 2:10-cv-05870.

24 50. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time  
25 handling employment cases. I primarily represent employees.

26 51. I have been approved as class counsel in numerous other wage/hour class actions  
27 that have been granted class certification and final approval, including: *Antonio Becerra-Mata v.*  
28 *PSC Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030;

1 *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court Case  
2 No. BC608609; *Sarah Rodriguez v. Manpower, Inc.*, Santa Clara County Superior Court Case  
3 No. 1-16-CV-294904; *Shannon Sanchez v. American Para Professional Systems, Inc.*, Santa  
4 Clara County Superior Court Case No. 17CV306751; *Foaad Hanna v. Equinix, LLC*, Santa Clara  
5 County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles  
6 County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community*  
7 *Hospital*, Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v. Pacific Racing*  
8 *Association*, Alameda County Superior Court Case No. RG18908139; *Cody Wirbick v. Sundt*  
9 *Construction, Inc.*, U.S. District Court for the Eastern District of California Case No. 2:19-cv-  
10 02067-MCE-CKD; *Jose Vasquez Ruiz v. Perdue Foods, LLC*, Sonoma County Superior Court  
11 Case No. SCV 264649; *Delmer Wood III v. Reeve Trucking Company Inc.*, San Joaquin  
12 Superior Court Case No. STK-CV-UOE-2018-0004414; *Eric Chavez v. Converse, Inc.*, U.S.  
13 District Court for the Northern District of California Case No. 15-cv-03746-NC; *Jharett Siron v.*  
14 *Raypak, Inc.*, Ventura County Superior Court Case No. 56-2019-00527959-CU-OE-VTA;  
15 *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara Superior Court  
16 Case No. 19CV345211; and *Markham v. Quik Stop Markets, Inc.*, Santa Clara Superior Court  
17 Case No. 19CV341582.

18 52. I also second chaired two jury trials where I represented the prevailing defendant.  
19 Both cases involved employees who brought claims against their former employers pursuant to  
20 the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*,  
21 Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt &*  
22 *Whitney Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909. More  
23 recently, I was lead trial counsel on a PAGA bench trial, in which the plaintiff was the prevailing  
24 party.

### 25 **LITIGATION COSTS**

26 53. At the time the Parties negotiated the Settlement Agreement, I did not have a final  
27 tally of the litigation costs incurred to date. As such, the Parties included a maximum amount  
28 that could be attributed to costs under the settlement. To date, Diversity Law Group has incurred

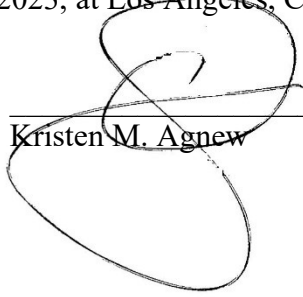
1 costs in the amount of \$7,590.80 for litigation related expenses, including filing fees, postage,  
2 copying, court reporter fees and mediation. Attached hereto as **Exhibit 3** is a true and correct  
3 copy of the cost report.

4 **NOTICE TO LWDA**

5 54. Concurrent with the filing of the Motion to Approve PAGA Settlement, my office  
6 uploaded the Motion, Settlement Agreement, and proposed order to the LWDA's website.  
7 Attached hereto as **Exhibit 4** is a true and correct copy of proof of submission of the settlement  
8 documents to the LWDA's website. In addition, my office shall submit to the LWDA a copy of  
9 the Court's judgment and order approving the Settlement Agreement within ten (10) days after  
10 entry of judgment or order.

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

13 Executed on this 2<sup>nd</sup> day of October 2023, at Los Angeles, California.

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# EXHIBIT 1

# STEPHANIE KARABINUS

c/o DIVERSITY LAW GROUP, P.C.  
515. S. Figueroa St., Suite 1250  
LOS ANGELES, CALIFORNIA 90071  
TELEPHONE (213) 488-6555  
FACSIMILE (213) 488-6554

June 9, 2022

## VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612  
[PAGA@dir.ca.gov](mailto:PAGA@dir.ca.gov)

Re: *Karabinus v. Circle Pizza, LLC*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly aggrieved employees against my former employer, Circle Pizza, LLC (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying wages, including minimum, regular, and overtime wages, to me and other similarly situated aggrieved employees for all time spent opening and closing up the stores, including, but not limited to setting the store alarm and locking the doors. I and other employees were required to perform such tasks before clocking in and after clocking out, without the payment of any wages for such time. In addition, throughout our employment with the Company, non-exempt employees and I earned non-discretionary remuneration, including, but not limited to bonuses. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our overtime wages. However, whenever the Company paid me and other employees our overtime wages during periods in which we earned such non-discretionary remuneration, the overtime wages were not paid at 1.5 times the regular rate of pay but rather were paid at 1.5 times our base rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned and the applicable/total hours worked shown on the wage statements were inaccurate due to the wage violations set forth above.

2. Violated Labor Code §§ 226.7 and 512 by failing to provide duty free meal and rest periods to me and other similarly situated aggrieved employees. Specifically, the Company required us to work through our meal and rest periods, including, but not limited to, requiring us to work solo shifts without any relief for breaks. Moreover, when break premiums were paid, they were not paid at the regular rate of pay. Labor Code § 226.7(c) states that "the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided." Throughout our employment with the Company, other non-exempt employees and I earned non-discretionary remuneration, including, but not limited to bonuses. As these items are non-discretionary forms of remuneration,

June 9, 2022

Page 2

they should have been included in the regular rate of pay for purposes of paying me and other employees our meal and rest period premium pay. However, whenever the Company paid me and other employees our meal and rest period premium pay during periods in which we earned this non-discretionary remuneration, the meal and rest period premium was always paid at our base rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the unpaid meal and rest break premiums and Labor Code § 226(a) as the net/gross wages earned shown on the wage statements were inaccurate due to the wage violations set forth above.

3. Violated Labor Code §§ 201-204 and 246 by failing to pay all similarly situated aggrieved employees sick pay at the regular rate of pay as the Company failed to include non-discretionary incentives, including without limitation, bonuses, into the regular rate of pay for sick pay wages. Further, as a result of such violations, the Company violated Labor Code § 226 as the wage statements failed to accurately identify the accurate rates of pay and gross/net wages earned.

The address for the Company is:

Circle Pizza, LLC  
8755-A Sierra College  
Roseville, CA 95661

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,



ID HMvr3tGz5rAtdSsNFXQiYBSX

Stephanie Karabinus

cc: Circle Pizza, LLC (by certified mail)

# EXHIBIT 2

Larry W. Lee (State Bar No. 228175)  
Kristen M. Agnew (State Bar No. 247656)  
Nicholas Rosenthal (State Bar No. 268297)  
**DIVERSITY LAW GROUP, P.C.**  
515 S. Figueroa Street, Suite 1250  
Los Angeles, CA 90071  
(213) 488-6555  
(213) 488-6554 facsimile

Kelsey Webber  
Kelsey.Webber@WebberLawGroup.com  
Shaelyn A. Stewart  
Shaelyn.Stewart@webberlawgroup.com  
**Webber Law Group, P.C.**  
1610 R. Street, Suite 300  
Sacramento, California 95811  
Telephone: (916) 588-0683

Attorneys for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF PLACER**

STEPHANIE KARABINUS, as an  
individual and on behalf of all others  
similarly situated,

Plaintiff,

vs.

CIRCLE PIZZA, LLC, a Delaware  
Limited Liability Company; and DOES 1  
through 50, inclusive,

Defendants.

Case No.: S-CV-0048669

**JOINT STIPULATION OF SETTLEMENT  
AND RELEASE UNDER THE PRIVATE  
ATTORNEYS GENERAL ACT, CALIFORNIA  
LABOR CODE § 2698, ET SEQ.**

Complaint Filed: June 27, 2022  
Trial Date: None

1 This Joint Stipulation of Settlement and Release (“Agreement” or “Settlement”) under the  
2 Private Attorneys General Act, California Labor Code section 2698 *et seq.* (“PAGA”), is made by and  
3 between Stephanie Karabinus (“Karabinus” or “Plaintiff”), individually and as representative on behalf  
4 of Aggrieved Employees as further defined herein and the State of California, and Circle Pizza, LLC  
5 (“Circle Pizza” or “Defendant”). Karabinus and Circle Pizza are collectively referred to herein as the  
6 “Parties” and may be individually referred to as a “Party.”

7 **A. FACTUAL BACKGROUND**

8 1. This Settlement is made and entered into by and between Plaintiff and Defendant, and is  
9 subject to the terms and conditions hereof, and to the Court’s approval. The Parties expressly  
10 acknowledge that this Agreement is entered into solely for the purpose of compromising significantly  
11 disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant.  
12 Defendant denies that it is liable to Plaintiff or the Aggrieved Employees and denies that it has violated  
13 any law.

14 2. On June 13, 2022, Plaintiff filed a notice with the Labor & Workforce Development  
15 Agency (“LWDA”) alleging that Defendant violated Labor Code sections 201, 202, 203, 204, 226, 226.7,  
16 246, 510, 512, 558, 1194, 1197, and 1197.1 (“PAGA Notice”).

17 3. On June 27, 2022, Plaintiff filed a Class Action Complaint for Violation of Labor Code  
18 Section 2698 *et. seq.* (the “Complaint”) in the matter of *Stephanie Karabinus v. Circle Pizza, LLC*, Placer  
19 Superior Court Case No. S-CV-0048669 (the “Action”).

20 4. On August 8, 2022, Plaintiff filed the operative First Amended Representative Action  
21 Complaint. As set forth in the Complaint, Plaintiff seeks civil penalties predicated on Defendant’s  
22 alleged violation of Labor Code sections 201201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194,  
23 1197, 1197.1 and 2698.

24 5. On August 18, 2022, Defendant filed an Answer denying all allegations in the Action and  
25 all claims of any wrongdoing whatsoever by Defendant or any of its parents, subsidiaries, affiliates,  
26 divisions, agents, servants, or employees for any claims.

27 6. The Parties attended mediation on June 29, 2023, with mediator Brian C. Walsh. The  
28 Parties reached a settlement of the Action during mediation.

1           7.     The Parties recognize the risk, expense, and delay in continuing the Action, and therefore  
2 believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties desire to settle,  
3 compromise, and discharge all disputes and claims arising from or relating to the Action.

4                                   **B. DEFINITIONS**

5           1.     “Action” means *Stephanie Karabinus v. Circle Pizza, LLC*, filed on June 27, 2022, in the  
6 Superior Court of California, County of Placer Superior Court Case No. S-CV-0048669.

7           2.     “Aggrieved Employees” means all current and former California non-exempt employees  
8 who worked at least one pay period for Circle Pizza in California at any time during the PAGA Period.

9           3.     “Agreement” or “Settlement” means this Joint Stipulation of Settlement and Release.

10          4.     “Plaintiff’s Counsel” means Larry W. Lee, Kristen M. Agnew and Nicholas Rosenthal of  
11 Diversity Law Group, P.C., and Kelsey Webber and Shaelyn A. Stewart of Webber & Egbert  
12 Employment Law, P.C.

13          5.     “Complaint” means the operative First Amended Representative Action Complaint Under  
14 the Private Attorneys General Act of 2004 in this Action.

15          6.     “Court” means the Placer County Superior Court of California.

16          7.     “Defendant” or “Circle Pizza” mean Circle Pizza, LLC

17          8.     “Defense Counsel” or “Counsel for the Defendant” means Ellen Arabian-Lee of Arabian-  
18 Lee Law Corporation.

19          9.     “Effective Date” means the date on which the Superior Court or any Party hereto serves  
20 notice of entry of the Superior Court’s order and judgment approving the Settlement.

21          10.    “Enhancement Payment” means the amount that the Court authorizes to be paid to  
22 Plaintiff, in addition to her Individual Settlement Payment, in recognition of her efforts and risks in  
23 assisting with the prosecution of the Action. Subject to the Court granting approval of the Settlement,  
24 the Parties agree that Plaintiff shall be paid up to Ten Thousand Dollars (\$10,000.00). The Enhancement  
25 Payment will be paid from the Gross Settlement Amount. It is understood by Plaintiff that the Court has  
26 final discretion in any Enhancement Payment.

27          11.    “Gross Settlement Amount” means the gross amount of Three Hundred Fifty Thousand  
28 Dollars (\$350,000.00) to be paid by Defendant as provided by this Agreement to fully and finally settle,

1 resolve, and conclude this Action as to Released Parties, as providing under this Agreement, without any  
2 admission of fault or liability. The Gross Settlement Amount includes all Individual Settlement Payments  
3 to Aggrieved Employees, payment to the LWDA, the Enhancement Payment to Plaintiff, Settlement  
4 Administration Costs, and Attorneys Fees and Costs.

5 12. "Individual Settlement Payment" means the amount payable from the Net PAGA Payment  
6 to each Aggrieved Employee.

7 13. "PAGA Penalties Fund" means the balance of the Gross Settlement Amount remaining  
8 after deduction of the approved Enhancement Payment to Plaintiff, Attorneys' Fees and Costs, and  
9 Settlement Administration Costs

10 14. "PAGA Period" means the period of June 13, 2021, to June 29, 2023.

11 15. "Parties" means Plaintiff and Defendant, together.

12 16. "Plaintiff" means Stephanie Karabinus.

13 17. "Released Claims" means all claims for civil PAGA penalties predicated on Labor Code  
14 sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, including but not limited  
15 to costs and attorneys' fees related thereto, that were alleged in the operative First Amended Complaint  
16 filed in the Action and accrued during the PAGA Period.

17 18. "Released Parties" means Defendant and any and all parents, affiliated companies,  
18 subsidiaries, divisions, predecessors, successors, subsidiaries of Circle Pizza, and each of their respective  
19 past, present, and future parents, affiliated companies, subsidiaries, divisions, predecessors, successors,  
20 partners, joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns and each of  
21 their past, present and future officers, investors, directors, executives, trustees, agents, employees,  
22 attorneys, representatives, benefit plans sponsored or administered by the Released Parties, and any other  
23 persons or entities acting on behalf of or in concert with any of the foregoing.

24 19. "Settlement Administration Costs" means the fees and expenses reasonably incurred by  
25 the Settlement Administrator as a result of the procedures and processes expressly required for  
26 completion of the settlement and by this Agreement, which are estimated at Ten Thousand Five Hundred  
27 Dollars and Zero Cents (\$10,500.00). Any portion of the Settlement Administration Costs not used or  
28 approved by the Court shall be added to the PAGA Penalties Fund.

1           20.   “Settlement Administrator” means Phoenix Settlement Administrators.

2                                   **C. PAYMENT OF CONSIDERATION**

3           1.   Settlement Consideration. Defendant shall pay the sum of the Gross Settlement Amount  
4 as specified in this Agreement, which shall be used to pay: (1) Individual Settlement Payments; (2)  
5 Attorneys’ Fees and Costs; (3) Enhancement Payment; (4) Settlement Administration Costs; and (5)  
6 payment to the LWDA. The Parties agree that this is a non-reversionary Settlement and that no portion  
7 of the Gross Settlement Amount shall revert to Defendant. Payment shall be made to the Settlement  
8 Administrator for disbursement in accordance with the Court’s order and judgment approving the PAGA  
9 Settlement.

10          2.   Escalator Clause. The Gross Settlement Amount was calculated with, and is premised on,  
11 Defendant’s representation that Aggrieved Employees were issued approximately 11,933 paychecks in  
12 California during the PAGA Period. Should the number of paychecks exceed this amount by more than  
13 ten percent (i.e., 13,127.00 or more paychecks), the Gross Settlement Amount shall be increased  
14 proportionally to the amount of the total increase. For instance, a twelve percent (12%) increase in the  
15 number of paychecks will result in a two percent (2%) increase in the Gross Settlement Amount. Should  
16 the increase in paychecks beyond the ten (10%) buffer result in there being additional settlement  
17 administration costs, this amount shall not be taken out of the Gross Settlement Amount but will be  
18 separately be paid for by Defendant.

19          3.   Funding of the Gross Settlement Amount. In exchange for the releases, obligations, and  
20 promises set forth in this Agreement (and subject to the terms and conditions contained in this  
21 Agreement), Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator  
22 by the later of: (1) sixty (60) days from the date the Court signs the approval order of the PAGA  
23 settlement; or 2) November 28, 2023.

24               The Settlement Administrator shall place the Gross Settlement Amount into a Qualified  
25 Settlement Fund (“QSF”). The QSF shall be an interest-bearing account established by the Settlement  
26 Administrator at a federally-insured bank that is mutually acceptable to the Parties and the Settlement  
27 Administrator. The funds in the QSF shall be invested either in short-term U.S. Treasury securities with  
28 maturity dates of less than 90 days at the time of deposit, or in an SEC-registered money market fund

investing exclusively in U.S. Treasury securities with average maturities of less than 90 days and rated AAA by Standard & Poor's. The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. With respect to the QSF, the Settlement Administrator shall: (1) open and administer the Settlement Account in such a manner as to qualify and maintain the qualification of the QSF as a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1; (2) satisfy all federal, state, and local income and other tax reporting, return, and filing requirements with respect to the QSF, and any interest or other income earned by the QSF, and (3) satisfy out of the QSF all (i) taxes (including any estimated taxes, interest, or penalties) with respect to the interest or other interest earned by the QSF, and (ii) fees, expenses and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Agreement. The aforementioned taxes, fees, costs, and expenses shall be treated as, and shall be, included in the costs of administering the QSF and as Claims Administration Expenses. The Parties and the Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(e)(ii). The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section.

4. Allocation of the PAGA Penalties Fund. The PAGA Penalties Fund shall be used to satisfy Individual Settlement Payments to Aggrieved Employees and payment to the LWDA in accordance with the terms of this Agreement. The PAGA Penalties Fund is the maximum amount that will be available for distribution to the LWDA and Aggrieved Employees in full satisfaction of all Released Claims. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining twenty-five percent (25%), will be paid to all Aggrieved Employees ("Net PAGA Payment").

5. Calculation of Individual Settlement Payment. The Settlement Administrator shall calculate the Individual Settlement Payments by dividing the Net PAGA Payment by the total number

1 of paychecks issued to Aggrieved Employees during the PAGA Period. That value will then be  
2 multiplied by the number of paychecks issued to each respective Aggrieved Employee during the PAGA  
3 Period. Aggrieved Employees are entitled to 100% of the Net PAGA Payment.

4 6. Tax Treatment of Individual Settlement Payment. All Individual Settlement Payments  
5 shall be allocated as 100% as penalties. The amount of payments shall be reported on an IRS Form 1099  
6 (to the extent required by law) by the Settlement Administrator and shall not be subject to local, state or  
7 federal tax withholdings.

8 7. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein  
9 will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved  
10 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,  
11 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it  
12 is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or  
13 amounts to which any Aggrieved Employee may be entitled under any benefit plans.

14 8. Enhancement Payment. Defendant agrees not to oppose or impede any application or  
15 motion by Plaintiff for an Enhancement Payment of up to Ten Thousand Dollars (\$10,000.00) to  
16 Plaintiff. The Enhancement Payment shall be paid from the Gross Settlement Amount, and shall be paid  
17 in addition to Plaintiff's Individual Settlement Payment as an Aggrieved Employee. It is understood by  
18 Plaintiff that the Court has final discretion in any Enhancement Payment. The Settlement Administrator  
19 shall issue an IRS Form 1099 to Plaintiff reflecting the Enhancement Payment. Plaintiff shall be solely  
20 and legally responsible to pay any and all applicable taxes on her Enhancement Payment and shall  
21 hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result  
22 of the Enhancement Payment. Any portion of the Enhancement Payment not awarded to Plaintiff shall  
23 be added to the PAGA Penalties Fund and shall be distributed to Aggrieved Employees as provided in  
24 this Agreement.

25 9. Attorneys' Fees and Costs: In full satisfaction of all claims Plaintiff may have for  
26 attorneys' fees, litigation costs, and expenses arising out of the Action, Defendant agrees that Plaintiff's  
27 Counsel may apply to the Court for an amount of reasonable attorneys' fees not to exceed One Hundred  
28 Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty-Six Cents (\$116,666.66) and will request

1 actual costs, up to a maximum of Fifteen Thousand Dollars (\$15,000.00) (“Attorneys’ Fees and Costs”),  
2 pursuant to PAGA, which provides for the recovery of attorneys’ fees and costs, which shall be paid  
3 from the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to  
4 Plaintiff’s Counsel reflecting the awarded attorneys’ fees, costs, and expenses. The Parties understand  
5 that the Court makes the final determination on the award of Attorneys’ Fees and Costs, and that any  
6 portion of these amounts not awarded as Attorneys’ Fees and Costs shall be added to the PAGA  
7 Penalties Fund and distributed to Aggrieved Employees and LWDA as provided in this Agreement.

8 10. Settlement Administration Costs. The Settlement Administrator shall be paid for the  
9 reasonable costs of administration of the Settlement from the Gross Settlement Amount, currently  
10 estimated at Ten Thousand Five Hundred Dollars and Zero Cents (\$10,500.00). These costs, which shall  
11 be paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the  
12 Individual Settlement Payments, the issuance of Form 1099 IRS forms, establishing a Qualified  
13 Settlement Fund, administering and distributing the Gross Settlement Amount, and providing necessary  
14 reports and declarations. Any portion of the Settlement Administration Costs not allowed shall be added  
15 to the PAGA Penalties Fund and shall be distributed to Aggrieved Employees and the LWDA as  
16 provided in this Agreement.

#### 17 **D. ADMINISTRATION OF SETTLEMENT**

18 1. Approval of PAGA Settlement. Plaintiff’s Counsel shall request the entry of an order  
19 granting approval of the Settlement, which shall include findings and orders: (i) approving the  
20 Settlement, (ii) adjudging the terms to be fair, reasonable, and adequate and binding on the State of  
21 California, (iii) reciting the release terms, (iv) directing that the Settlement’s terms and provisions be  
22 carried out; (v) entering final judgment in accordance with this Agreement and without further fees or  
23 costs to any party except as expressly set forth in this Agreement; and (vi) retaining jurisdiction to  
24 oversee administration and enforcement of the terms of this Agreement and the Court’s orders. Plaintiff’s  
25 motion shall be unopposed by Defendant, unless Plaintiff’s approval motion seeks relief inconsistent  
26 with or not specified by this Agreement. In such event, Defendant reserves the right to address any  
27 assertions that are not contained in this Agreement.

28 2. Settlement Administration. The Parties agree to cooperate in the administration of the

Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Settlement Administrator shall provide the following services:

- a. Establish and maintain a Qualified Settlement Fund account;
- b. Calculate the Individual Settlement Payment to be paid to each Aggrieved Employee in accordance with the terms and provisions of this Agreement;
- c. Print and issue Individual Settlement Payment checks;
- d. Verify the last known address for each Aggrieved Employee through a generally utilized, national address update database prior to mailing the Individual Settlement Payment check;
- e. Disburse any awards of costs and attorneys' fees and the Enhancement Payment;
- f. Prepare and issue 1099 Forms; and
- g. Perform such other tasks necessary to effectuate the terms of this Agreement or as the Parties mutually agree or the Court orders the Parties to perform.

3. Delivery of the Aggrieved Employee List and Data. Within ten (10) business days after the Effective Date, Defendant shall provide the Settlement Administrator with a Microsoft Office Excel spreadsheet and shall include each Aggrieved Employee's: full name; employee number; most recent mailing address; social security number; and the number of pay periods worked by the employee during the PAGA Period.

4. Timing of Distribution. Within ten (10) business days after the payment of the entire Gross Settlement Amount, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Plaintiff's Counsel. The Settlement Administrator will issue the appropriate tax forms for all payments issued under this Settlement.

5. Mailing of Individual Settlement Payments to Aggrieved Employees: The Settlement Administrator will issue each Aggrieved Employee a check for his or her share of the PAGA Penalties Fund, along with an explanatory letter attached hereto as Exhibit A. Checks will remain negotiable for 180 days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. Funds represented by settlement checks that remained un-cashed for more than 180 days after issuance shall be paid out

pursuant to California Code of Civil Procedure section 384 to the following *cy pres* recipient: Legal Aid at Work.

**E. RELEASE OF CLAIMS & DENIAL OF LIABILITY**

6. Release of Claims by Aggrieved Employees Upon the payment of the Gross Settlement Amount by Defendant, Plaintiff and all Aggrieved Employees, hereby do and shall be deemed to have fully and finally released and discharged the Released Parties from all Released Claims that that arose during the PAGA Period, including any related claims for attorneys' fees, costs, or interest resulting therefrom. It is understood and agreed that this Agreement neither releases the Released Parties from liability, if any, to Aggrieved Employees for violations of any predicate statutes other than PAGA, nor effects a waiver of claims by Aggrieved Employees against the Released Parties for any individual wage and hour claims.

7. No Right to Opt-Out. The Parties agree there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the Settlement.

8. General Release and Waiver of Claims by Plaintiff. As a condition to obtaining the Enhancement Payment provided for herein, Plaintiff (on behalf of herself and her spouse, heirs, executors, administrators, trustees, and/or permitted assigns) also agrees to a general release of any and all claims against Defendant—which shall include without limitation any and all claims which in any way relate to her employment with Defendant or termination thereof, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Complaint or not, including but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof. Plaintiff further expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides: “**A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.**” It is understood by the Parties that Plaintiff's individual release does not extend to, and specifically excludes, the claims she

1 asserted in the matter of *Stephanie Karabinus v. Circle Pizza, LLC*, Sacramento County Superior Court  
2 Case No. 34-2022-00330540.

3 9. Denial of Liability. The Parties expressly recognize that the making of this Agreement  
4 does not in any way constitute an admission or concession of wrongdoing on the part of Defendant.  
5 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,  
6 discussions or communications, nor any materials prepared, exchanged, issued or used during the course  
7 of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be  
8 used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other  
9 forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance,  
10 regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the  
11 foregoing, this Agreement may be used in any proceeding in the Court that has as its purpose the  
12 interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court  
13 entered into in connection therewith, including, without limitation, by Defendant should any party seek  
14 relief against any of the Released Parties on any Released Claims.

15 10. No Additional Attorneys' Fees or Costs. The Parties agree to bear their own attorneys'  
16 fees and costs related to this Action except as specifically provided in this Agreement with respect to  
17 Attorneys' Fees and Cost.

#### 18 **F. MISCELLANEOUS**

19 1. Tax Liability. Defendant, Defendant's counsel, the Settlement Administrator, and  
20 Plaintiff's Counsel make no representation as to the tax treatment or legal effect of the payments called  
21 for hereunder, and Plaintiff and Aggrieved Employees are not relying on any statement, representation,  
22 or calculation by Defendant, Defendant's counsel, Plaintiff's Counsel, or by the Settlement  
23 Administrator in this regard. Plaintiff and Aggrieved Employees understand and agree that they will be  
24 solely responsible for the payment of any and all taxes and penalties assessed on their respective  
25 payments described herein and will defend, indemnify, and hold Defendant, Defendant's counsel,  
26 Plaintiff's Counsel and the Settlement Administrator free and harmless from and against any claims  
27 resulting from treatment of such payments as non-taxable penalties/damages.

28 2. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF

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

3. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Plaintiff’s Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff expressly warrants that Plaintiff has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

1           4.    Nullification of Settlement Agreement. In the event that: (i) the Court does not approve  
2 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then  
3 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,  
4 and the Parties will be returned to their original respective positions.

5           5.    Continued Jurisdiction. After entry of the judgment, the Court will have continuing  
6 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the  
7 Settlement, (ii) settlement administration matters, and (iii) such post-Court Approval matters as may be  
8 appropriate under court rules or as set forth in this Settlement.

9           6.    Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'  
10 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding  
11 on the Parties.

12           7.    Amendment or Modification. This Settlement Agreement may be amended or modified  
13 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all  
14 Parties.

15           8.    Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and  
16 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement  
17 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this  
18 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of  
19 this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts  
20 to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form  
21 or content of any document needed to implement the Settlement, or on any supplemental provisions that  
22 may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of  
the Court to resolve such disagreement.

23           9.    Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and  
24 inure to the benefit of, the successors or assigns of the Parties hereto.

25           10.   California Law Governs. All terms of this Settlement Agreement and Exhibit A will be  
26 governed by and interpreted according to the laws of the State of California.

27           11.   Execution and Counterparts. This Agreement is subject only to the execution of all Parties.  
28

1 However, the Agreement may be executed in one or more counterparts. All executed counterparts and  
2 each of them, including facsimile and scanned copies of the signature page, will be deemed to be one  
3 and the same instrument provided that counsel for the Parties will exchange among themselves original  
4 signed counterparts.

5 12. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
6 Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement  
7 after arm's-length negotiations. The Parties further acknowledge that they are each represented by  
8 competent counsel and that they have had an opportunity to consult with their counsel regarding the  
9 fairness and reasonableness of this Settlement.

10 13. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
11 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with  
12 applicable precedents so as to define all provisions of this Agreement valid and enforceable. If any  
13 provision of this Agreement is or becomes invalid or unenforceable in any respect, the validity and  
14 enforceability of the remaining provisions contained herein shall not be affected.

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

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

21 16. Enforcement Action. In the event that one or more of the Parties institutes any legal action  
22 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to  
23 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to  
24 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert  
25 witness fees incurred in connection with any enforcement actions.

26 17. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
27 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against  
28 one party than another merely by virtue of the fact that it may have been prepared by counsel for one of

the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

18. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full.

19. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

**IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

DATED: 8/13/2023

**PLAINTIFF STEPHANIE KARABINUS**

  
ID qkDErAo5wAtY4r1PNGSMKgp5

Plaintiff Stephanie Karabinus

DATED: Aug 21, 2023

**DEFENDANT CIRCLE PIZZA, LLC**

  
kuljeet singh (Aug 21, 2023 11:53 PDT)

**President**

Please Print Name of Authorized Signatory

1 **APPROVED AND ACKNOWLEDGED**

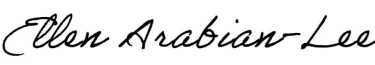
2  
3 DATED: August 14, 2023

**DIVERSITY LAW GROUP, P.C.**

4  
5   
6 \_\_\_\_\_  
7 Larry W. Lee  
8 Kristen M. Agnew  
9 Nicholas Rosenthal  
10 Attorneys for Plaintiff and the Aggrieved Employees

11  
12 DATED: August 16, 2023

**ARABIAN-LEE LAW CORPORATION**

13   
14 \_\_\_\_\_  
15 Ellen Arabian-Lee  
16 Attorney for Defendant Circle Pizza, LLC  
17  
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**EXHIBIT A**

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>  
<<ADDRESS>>

Re: *Stephanie Karabinus v. Circle Pizza, LLC*  
Placer Superior Court Case No. S-CV-0048669

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Stephanie Karabinus v. Circle Pizza, LLC*, Placer Superior Court Case No. S-CV-0048669 (the “Action”).

Stephanie Karabinus (“Named Plaintiff”) filed the Action against Circle Pizza, LLC (“Circle Pizza”) pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”). Named Plaintiff brought the Action on behalf of the State of California and all current and former California non-exempt employees who worked at least one pay period for Circle Pizza in California at any time during the period of June 13, 2021, onward. You have been identified as one of the individuals on whose behalf the case was brought.

The Named Plaintiff in the Action claimed that Circle Pizza owed penalties under PAGA for alleged violations of the California Labor Code. More specifically, the Named Plaintiff alleged that Circle Pizza: (i) failed to pay wages for time spent opening and closing the stores, including time spent setting the store alarm and locking the doors; (ii) failed to pay overtime wages based on the correct regular rate of pay; (iii) failed to provide proper duty-free meal and rest periods; (iv) failed to pay premium compensation at the regular rate of pay in lieu of missed and/or shortened breaks; (v) failed to pay sick pay wages at the regular rate of pay; and (vi) as a result of the underpayment and/or non-payment of wages, sick pay and break premiums, Circle Pizza failed to provide accurate wage statements.

The Court has not ruled on the merits of the lawsuit, but it has approved the settlement amount the parties agreed to. The settlement provides for a cash payment by Circle Pizza in the amount of \$350,000 (“Gross Settlement Amount”). After deducting the service award to Plaintiff (\$10,000), attorneys’ fees (\$116,666.66), actual litigation costs (\$TBD) and the Settlement Administrator’s costs (\$10,500.00) from the Gross Settlement Amount, the remaining balance represents the PAGA Penalties Fund.

The Court has approved a PAGA Penalties Fund in the amount of \$TBD. By statute, seventy-five percent of the PAGA Penalties Fund (\$TBD) goes to the State of California’s Labor and Workforce Development Agency. The remaining twenty-five percent (\$TBD) will be paid to the

**Signature:**

**Email:** kuljeetsingh7@outlook.com

1 individuals who were allegedly affected by the Labor Code violations at issue in the case. Pursuant to  
2 the settlement, enclosed is a check for your share of a portion of the civil penalties.

3 You are not a party to this lawsuit, but you and the government will be bound by the judgment  
4 in this matter as to civil penalties. As such, you will be giving up or “releasing” Circle Pizza from all  
5 claims for civil PAGA penalties predicated on Labor Code sections 201, 202, 203, 204, 226, 226.7,  
6 246, 510, 512, 558, 1194, 1197, 1197.1, including but not limited to costs and attorneys’ fees related  
7 thereto, that were alleged in the operative First Amended Complaint filed in the Action and accrued  
8 during the PAGA Period (June 13, 2021 through June 29, 2023). However, you retain the right to  
9 pursue any individual wage and hour claims that you may have against Circle Pizza.

7 Circle Pizza maintains that it complied with the requirements of the California Labor Code and  
8 denies that it owes any penalties. In agreeing to this settlement, Circle Pizza does not admit that it is  
9 liable in any way to current or former employees.

10 Should you have any questions regarding the settlement, the contact information for the  
11 attorneys representing the Named Plaintiff is:

12 DIVERSITY LAW GROUP, P.C.

Larry W. Lee

Kristen M. Agnew

Nicholas Rosenthal

14 515 S. Figueroa Street, Suite 1250

Los Angeles, CA 90071

15 Telephone: (213) 488-6555

16 [lwlee@diversitylaw.com](mailto:lwlee@diversitylaw.com)

[kagnew@diversitylaw.com](mailto:kagnew@diversitylaw.com)

17 [nrosenthal@diversitylaw.com](mailto:nrosenthal@diversitylaw.com)

WEBBER & EGBERT EMPLOYMENT

LAW, P.C.

Kelsey Webber

Shaelyn A. Stewart

1215 K Street, 17th Floor

Sacramento, California 95814

15 Telephone: (916) 588-0683

16 [Kelsey.Webber@WebberLawGroup.com](mailto:Kelsey.Webber@WebberLawGroup.com)

[Shaelyn.Stewart@webberlawgroup.com](mailto:Shaelyn.Stewart@webberlawgroup.com)

19 Sincerely,

21 [NAME AND TITLE OF SIGNATORY]

# EXHIBIT 3

10/2/2023  
12:03 PM

DIVERSITY LAW GROUP  
Slip Listing

Page 1

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Selection Criteria

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Slip Classification Open  
Client (hand select) Include: Karabinus, Stephanie v. Circle  
Slip.Transaction Ty 2 - 2

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Rate Info - identifies rate source and level

| Slip ID                                                        |     | Timekeeper                    | Units     | Rate        | Slip Value |
|----------------------------------------------------------------|-----|-------------------------------|-----------|-------------|------------|
| Dates and Time                                                 |     | Activity                      | DNB Time  | Rate Info   |            |
| Posting Status                                                 |     | Client                        | Est. Time | Bill Status |            |
| Description                                                    |     | Reference                     | Variance  |             |            |
| 72181                                                          | EXP | Mariana Becerra               | 1         | 75.00       | 75.00      |
| 6/13/2022                                                      |     | Court fees                    |           |             |            |
| WIP                                                            |     | Karabinus, Stephanie v. Circl |           |             |            |
| LWDA                                                           |     |                               |           |             |            |
| 72268                                                          | EXP | Erika Mejia                   | 1         | 1478.41     | 1478.41    |
| 6/27/2022                                                      |     | Court fees                    |           |             |            |
| WIP                                                            |     | Karabinus, Stephanie v. Circl |           |             |            |
| Placer E Filing - Complaint                                    |     |                               |           |             |            |
| 72525                                                          | EXP | Olympia                       | 2         | 0.25        | 0.50       |
| 6/30/2022                                                      |     | Photocopies                   |           |             |            |
| WIP                                                            |     | Karabinus, Stephanie v. Circl |           |             |            |
| Photocopies                                                    |     |                               |           |             |            |
| 72526                                                          | EXP | Olympia                       | 1         | 6.13        | 6.13       |
| 6/30/2022                                                      |     | Postage                       |           |             |            |
| WIP                                                            |     | Karabinus, Stephanie v. Circl |           |             |            |
| Postage                                                        |     |                               |           |             |            |
| 72426                                                          | EXP | Erika Mejia                   | 1         | 3.95        | 3.95       |
| 7/8/2022                                                       |     | Court fees                    |           |             |            |
| WIP                                                            |     | Karabinus, Stephanie v. Circl |           |             |            |
| Placer E Filing - POS of Summons,<br>Acknowledgment of Receipt |     |                               |           |             |            |
| 72784                                                          | EXP | Erika Mejia                   | 1         | 11.70       | 11.70      |
| 8/17/2022                                                      |     | Court fees                    |           |             |            |
| WIP                                                            |     | Karabinus, Stephanie v. Circl |           |             |            |
| ACE E Filing - FAC                                             |     |                               |           |             |            |
| 73365                                                          | EXP | Erika Mejia                   | 1         | 11.70       | 11.70      |
| 10/13/2022                                                     |     | Court fees                    |           |             |            |
| WIP                                                            |     | Karabinus, Stephanie v. Circl |           |             |            |
| ACE E Filing - CMS                                             |     |                               |           |             |            |
| 73407                                                          | EXP | Kristen Agnew                 | 1         | 71.00       | 71.00      |
| 10/20/2022                                                     |     | Court fees                    |           |             |            |
| WIP                                                            |     | Karabinus, Stephanie v. Circl |           |             |            |
| Placer Superior Court Remote Appearance                        |     |                               |           |             |            |

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12:03 PM

DIVERSITY LAW GROUP  
Slip Listing

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| Slip ID                                            |     | Timekeeper                    | Units     | Rate        | Slip Value |
|----------------------------------------------------|-----|-------------------------------|-----------|-------------|------------|
| Dates and Time                                     |     | Activity                      | DNB Time  | Rate Info   |            |
| Posting Status                                     |     | Client                        | Est. Time | Bill Status |            |
| Description                                        |     | Reference                     | Variance  |             |            |
| 73616                                              | EXP | Olympia                       | 1         | 32.30       | 32.30      |
| 11/23/2022                                         |     | Court fees                    |           |             |            |
| WIP                                                |     | Karabinus, Stephanie v. Circl |           |             |            |
| ACE E Filing - Stip re Belaire                     |     |                               |           |             |            |
| 74308                                              | EXP | Erika Mejia                   | 1         | 12.70       | 12.70      |
| 1/31/2023                                          |     | Court fees                    |           |             |            |
| WIP                                                |     | Karabinus, Stephanie v. Circl |           |             |            |
| ACE E Filing - Oppo to Mtn for Protective Order    |     |                               |           |             |            |
| 74729                                              | EXP | Olympia                       | 1         | 35.55       | 35.55      |
| 2/1/2023                                           |     | Delivery serv                 |           |             |            |
| WIP                                                |     | Karabinus, Stephanie v. Circl |           |             |            |
| Federal Express                                    |     |                               |           |             |            |
| 74730                                              | EXP | Olympia                       | 1         | 35.55       | 35.55      |
| 2/1/2023                                           |     | Delivery serv                 |           |             |            |
| WIP                                                |     | Karabinus, Stephanie v. Circl |           |             |            |
| Federal Express                                    |     |                               |           |             |            |
| 74407                                              | EXP | Erika Mejia                   | 1         | 12.70       | 12.70      |
| 2/10/2023                                          |     | Court fees                    |           |             |            |
| WIP                                                |     | Karabinus, Stephanie v. Circl |           |             |            |
| ACE E Filing - CMS                                 |     |                               |           |             |            |
| 74412                                              | EXP | Kristen Agnew                 | 1         | 5.00        | 5.00       |
| 2/14/2023                                          |     | Court fees                    |           |             |            |
| WIP                                                |     | Karabinus, Stephanie v. Circl |           |             |            |
| Placer Superior Remote Appearance Cancellation Fee |     |                               |           |             |            |
| 74495                                              | EXP | Kristen Agnew                 | 1         | 27.50       | 27.50      |
| 2/27/2023                                          |     | Court fees                    |           |             |            |
| WIP                                                |     | Karabinus, Stephanie v. Circl |           |             |            |
| Placer Superior Remote Appearance                  |     |                               |           |             |            |
| 74558                                              | EXP | Kristen Agnew                 | 1         | 57.50       | 57.50      |
| 3/7/2023                                           |     | Court fees                    |           |             |            |
| WIP                                                |     | Karabinus, Stephanie v. Circl |           |             |            |
| Placer Superior Remote Appearance                  |     |                               |           |             |            |
| 74778                                              | EXP | Erika Mejia                   | 1         | 12.70       | 12.70      |
| 3/21/2023                                          |     | Court fees                    |           |             |            |
| WIP                                                |     | Karabinus, Stephanie v. Circl |           |             |            |
| ACE E Filing - Protective Order                    |     |                               |           |             |            |

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DIVERSITY LAW GROUP  
Slip Listing

Page 3

| Slip ID<br>Dates and Time<br>Posting Status<br>Description               | Timekeeper<br>Activity<br>Client<br>Reference           | Units<br>DNB Time<br>Est. Time<br>Variance | Rate<br>Rate Info<br>Bill Status | Slip Value                 |
|--------------------------------------------------------------------------|---------------------------------------------------------|--------------------------------------------|----------------------------------|----------------------------|
| 74900 EXP<br>4/12/2023<br>WIP<br>Odyssey - NOE                           | Olympia<br>Court fees<br>Karabinus, Stephanie v. Circl  | 1                                          | 12.70                            | 12.70                      |
| 75496 EXP<br>6/15/2023<br>WIP<br>JAMS Mediation                          | Olympia<br>Arbitrators<br>Karabinus, Stephanie v. Circl | 1                                          | 5475.00                          | 5475.00                    |
| 75747 EXP<br>6/29/2023<br>WIP<br>Meal                                    | Kristen Agnew<br>Meals<br>Karabinus, Stephanie v. Circl | 1                                          | 35.21                            | 35.21                      |
| 76000 EXP<br>8/22/2023<br>WIP<br>ACE E Filing - Stip to Cont CMC         | Olympia<br>Court fees<br>Karabinus, Stephanie v. Circl  | 1                                          | 33.30                            | 33.30                      |
| 76019 EXP<br>8/25/2023<br>WIP<br>ACE E Filing - NOE                      | Olympia<br>Court fees<br>Karabinus, Stephanie v. Circl  | 1                                          | 12.70                            | 12.70                      |
| 76199 EXP<br>9/19/2023<br>WIP<br>ACE E Filing - Est Motion for PAGA Fees | Olympia<br>Court fees<br>Karabinus, Stephanie v. Circl  | 1                                          | 74.50                            | 74.50                      |
| 76200 EXP<br>12/5/2023<br>WIP<br>Placer Remote Appearance Est Fees       | Olympia<br>Court fees<br>Karabinus, Stephanie v. Circl  | 1                                          | 57.50                            | 57.50                      |
| Grand Total                                                              | Billable<br>Unbillable<br>Total                         | 0.00<br>0.00<br>0.00                       |                                  | 7590.80<br>0.00<br>7590.80 |

# EXHIBIT 4