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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11
12 ALEJANDRO VALENZUELA, MOSAIC
13 SOLOMON, and ROYA MOUSSEAU, as
aggrieved employees pursuant to the Private
14 Attorneys General Act ("PAGA"),

15 Plaintiff,

16 vs.

17 URGP, LLC, a California limited liability
company; A.F. RESTAURANT
18 CONSULTING GROUP, INC., a California
corporation; COMESA 92626, LLC, a
California limited liability company; RAIDER
19 94612, LLC, a California limited liability
company; ROSEY SPOT 91105, LLC, a
California limited liability company; TALK
20 SHOW 91505, LLC, a California limited
liability company; TOAKS 91362, LLC, a
California limited liability company; U-KO
21 GROVE, LLC, a California limited liability
company; UMAMI BURGER ANAHEIM,
22 LLC, a California limited liability company;
UMAMI BURGER HOLLYWOOD
23 RESTAURANT, LLC, a California limited
liability company; UMAMI BURGER
24 HOLLYWOOD, LLC, a California limited
liability company; UMAMI BURGER
25 LICENSING USA, LLC, a Delaware limited
liability company; UMAMI BURGER SANTA
26 MONICA, LLC, a California limited liability
company; UMAMI BURGER SF, LLC, a
27 Delaware limited liability company; UMAMI
28 Delaware limited liability company; UMAMI

Case No. BC622088

**NOTICE OF MOTION AND MOTION FOR
COURT APPROVAL OF THE PARTIES'
PAGA SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT**

Date: July 9, 2019
Time: 8:30 a.m.
Place: Department 15

Complaint Filed: May 31, 2016

RES ID: 657439104767

1 BURGER URBAN JUNGLE, LLC, a
2 California limited liability company; UMAMI
3 BURGER VALLI, LLC, a California limited
4 liability company; UMAMI BURGER, LLC, a
5 California limited liability company; UMAMI
6 HERMOSA, LLC, a California limited liability
7 company; UMAMI LAGUNA, LLC, a
8 California limited liability company; UMAMI
9 RESTAURANT GROUP, LLC, a Delaware
10 limited liability company;
11 UMAMICATESSEN, LLC, a California limited
12 liability company; UMAMICATESSEN
13 HOLDINGS, LLC, a Delaware limited liability
14 company; UMAMI-LEVITY, LLC, a California
15 limited liability company; URGF SFV, LLC, a
16 California limited liability company; and DOES
17 1 through 10, inclusive,

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Defendants.

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on July 9, 2019 at 8:30 a.m., or as soon thereafter as counsel
3 may be heard, in Department 15 of the above-captioned court, located at 111 North Hill Street, Los
4 Angeles, CA 90012, the Honorable Richard L. Fruin presiding, Plaintiffs Roya Mousseau and Mosaic
5 Solomon will, and hereby do, move this Court for entry of an order and judgment approving the Parties'
6 PAGA settlement pursuant to Labor Code section 2699(l)(2).

7 This Motion is based upon: (1) this Notice of Motion and Motion; (2) the Memorandum of
8 Points and Authorities in Support of Motion for Court approval of the PAGA Settlement; (3) the
9 Declaration of Raul Perez,¹ which attaches the PAGA Settlement Agreement; (4) the Declaration of
10 Mosaic Solomon; (5) the Declaration of Roya Mousseau; (6) the Declaration of Janel R. Ablon on behalf
11 of Defendants; (7) the [Proposed] Order Approving the PAGA Settlement Agreement; (8) the
12 [Proposed] Judgment; (9) the records, pleadings, and papers filed in this action; and (10) upon such other
13 documentary and oral evidence or argument as may be presented to the Court at or prior to the hearing of
14 this Motion.

15
16 Dated: June 12, 2019

Respectfully submitted,

Capstone Law APC

17
18
19 By: _____



Raul Perez
Arnab Banerjee
Brandon Brouillette
Ariel Harman-Holmes

20
21
22 Attorneys for Plaintiffs Roya Mousseau and Mosaic
Solomon

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27 ¹ Plaintiff has e-filed a copy of the PAGA Settlement Agreement with the LWDA. See
28 Declaration of Raul Perez, Exhibit 2 (confirmation of receipt from LWDA).

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Lab. Code. §§ 2698, *et seq.*, “PAGA”), Plaintiffs Roya Mousseau and Mosaic Solomon seek Court approval of the PAGA Settlement Agreement² with Defendants URGP, LLC, and URGP SFV, LLC (“Defendants” or “Umami”) (collectively with Plaintiffs, the “Parties”).

The PAGA provides that “[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part.” Lab. Code § 2699(l)(2). The statute does not require the two-step process utilized in class actions. *See Salazar v. Sysco Central Cal.*, No. 15-01758-DAD, 2017 WL 1135801, *2 (E.D. Cal. Feb. 2, 2017) (rejecting the application of class action settlement rules and procedures for PAGA settlement approval). The California Labor Workforce and Development Agency (“LWDA”) has explained that when trial courts are reviewing PAGA settlements, they should consider whether “the relief provided for under the PAGA [is] genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public.” *O’Connor v. Uber Techs., Inc.*, No. 13-03826-EMC, 201 F. Supp. 3d 1110, 1133 (N.D. Cal. Aug. 18, 2016). And nothing in the PAGA changes the strong judicial preference in support of approving settlements.

The principal terms of the PAGA Settlement Agreement³ are as follows:

- (1) The creation of a PAGA Penalties Fund of approximately \$182,500, which will be paid to aggrieved employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the operative Complaint with respect to aggrieved employees (“PAGA Penalties Fund”).
 - (a) Seventy-five percent of the PAGA Penalties Fund, or approximately \$136,875, will be paid to the LWDA pursuant to Labor Code section 2699(i).
 - (b) Twenty-five percent of the PAGA Penalties Fund, or approximately \$45,625,

² Unless indicated otherwise, all capitalized terms used herein have the same meaning as those defined by the PAGA Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Raul Perez filed in conjunction with this motion.

³ Defendants have aggressively defended themselves against Plaintiffs’ allegations for nearly three years, and have maintained throughout the pendency of this action that their wage and hour policies are fully compliant with the Labor Code, the Wage Orders and California law generally. *See Declaration of Janel R. Ablon* ¶ 4. That said, Defendants have represented that they will “continue to promote an open-door policy, encouraging its employees to submit any concerns or complaints to their supervisors and/or Human Resources.” *Id.* ¶ 5.

will be paid to all persons who were employed in non-exempt or hourly positions at Defendants' restaurants in California from November 8, 2016 to the date on which the Court enters the Order and Judgment approving the Settlement ("Aggrieved Employees"). There are approximately 2,000 Aggrieved Employees.

- (2) General Release Payments of \$10,000, each, to the two named Plaintiffs in exchange for general releases of all claims they may have against Defendants arising out of their employment.
- (3) Reasonable attorneys' fees and costs under Labor Code section 2699(g) for Plaintiffs' Counsel's prosecution and resolution of this action. Plaintiffs request \$165,000 in attorneys' fees and costs for their counsel, Capstone Law APC ("Plaintiffs' Counsel").
- (4) Settlement Administration Costs estimated at \$7,500.

The settlement was negotiated by the parties at arm's length over the course of several weeks following the parties' full-day mediation with the assistance of the Hon. Dickran Tevrizian (Ret.), an experienced and well-respected mediator of wage and hour actions, including PAGA actions. The civil penalties secured by the settlement represent a fair compromise of Plaintiffs' PAGA claims in view of the risks of continued litigation and the hotly contested issues of law and fact relating to PAGA claims. The Settlement accomplishes PAGA's objectives by imposing sufficient civil penalties "to punish and deter" Defendants from committing any of the Labor Code violations alleged (Defendants deny the commission of any such violations), while also ensuring that the penalties are not "unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2); *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal. 4th 348, 384 (2014).

For these reasons, Plaintiffs respectfully request that the Court approve the Settlement and enter the proposed Order Approving the PAGA Settlement Agreement and the proposed Judgment.

II. FACTS AND PROCEDURE

Umami Burger is a national restaurant chain offering gourmet burgers and craft beers. It was founded in 2009 and has approximately 16 locations in California.

Plaintiff Roya Mousseau worked as an hourly-paid, non-exempt Server from about October 2015 to about April 2017 at Defendants' restaurant location in Anaheim. Plaintiff Mosaic Solomon worked for a short stint as an hourly-paid, non-exempt Line Cook in Defendants' Burbank location.

On May 31, 2016, Plaintiffs filed suit in Los Angeles Superior Court as an enforcement action under PAGA, asserting the following California Labor Code provisions: (1) failure to pay all overtime

1 wages; (2) failure to pay for all hours worked; (3) failure to provide meal and rest periods; (4) failure to
2 provide accurate and complete wage statements; (5) failure to maintain accurate and complete payroll
3 records; (6) failure to timely pay all unpaid wages upon termination; (7) failure to timely pay all earned
4 wages during employment; (8) failure to reimburse employees for business expenses necessarily
5 incurred; (9) failure to pay for costs of obtaining any pre-employment medical or physical examination
6 taken as a condition of employment; (10) failure to provide written notice of paid sick leave or paid time
7 off balance; and, (11) failure to provide written notice of material terms of employment. (Declaration of
8 Raul Perez [“Perez Decl.”] ¶ 2.)

9 The Parties have engaged in significant discovery, with discovery propounded by both sides.
10 Plaintiffs have been deposed, and on May 30, 2018 and April 26, 2018, Plaintiffs took the depositions of
11 Defendant’s Persons Most Qualified. After the Parties agreed to mediation, a significant amount of
12 informal discovery was also exchanged, including time and payroll records and pertinent data points for
13 the PAGA group. (Perez Decl. ¶ 3.)

14 Following years of contentious litigation, the Parties agreed to participate in a mediation with the
15 Hon. Dickran M. Tevrizian (Ret.) on October 24, 2018. Although the Parties did not settle at mediation,
16 Judge Tevrizian continued to counsel the Parties over the ensuing weeks to help bridge the gap between
17 their respective positions. Judge Tevrizian ultimately presented them with a “mediator’s proposal” that
18 recommended the principal terms of a PAGA settlement. The Parties eventually accepted Judge
19 Tevrizian’s mediator’s proposal, the terms of which are set forth in complete and final form in the
20 Parties’ PAGA Settlement Agreement. (Perez Decl. ¶ 4.)

21 **III. ARGUMENT**

22 **A. The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful, and** 23 **Fulfill PAGA’s Underlying Purpose To Benefit the Public**

24 The PAGA statute specifically provides that “[t]he superior court shall review and approve any
25 settlement of any civil action filed pursuant to this part.” Lab. Code § 2699(l)(2). The statute, however,
26 does not require a two-step process or otherwise mimic the class action approval requirements when the
27 parties reach a settlement only as to PAGA civil penalties. *See Salazar v. Sysco Central Cal.*, No. 15-
28 01758-DAD, 2017 WL 1135801, *2 (E.D. Cal. Feb. 2, 2017) (rejecting the application of class action

1 settlement rules and procedures for PAGA settlement approval). In the absence of an explicit statutory
2 requirement, the LWDA has provided guidance, explaining that courts should evaluate settlements of
3 PAGA claims based on whether “the relief provided for under the PAGA [is] genuine and meaningful,
4 consistent with the underlying purpose of the statute to benefit the public.” *O’Connor v. Uber Techs.,*
5 *Inc.*, No. 13-03826-EMC (N.D. Cal. Jul. 29, 2016), ECF No. 736 at 2-3; *see also, Salazar*, 2017 WL
6 1135801, *2 (quoting the above passage). As courts defer to the agency’s interpretation of a statute
7 where authority has been delegated to that agency (*see New Cingular Wireless PCS, LLC v. Pub.*
8 *Utilities Comm’n*, 246 Cal. App. 4th 784, 807 (2016)), the Court should analyze the PAGA settlement
9 by focusing on whether the amount of civil penalties obtained is “genuine and meaningful” in light of
10 PAGA’s statutory purpose.

11 The California legislature enacted PAGA to “augment the limited enforcement capability of the
12 [LWDA] by empowering employees to enforce the Labor Code as representatives of the Agency.”
13 *Iskanian*, 59 Cal. 4th at 383. This statute authorizes an employee to bring an action for “civil penalties
14 on behalf of the state against his or her employer for Labor Code violations committed against the
15 employee and fellow employees” *Id.* at 360. The goal of a PAGA enforcement action is to impose
16 civil penalties for Labor Code violations “significant enough to deter violations.” *Id.* at 379.

17 Fundamentally, “a PAGA action is a statutory action in which the penalties available are
18 measured by the number of Labor Code violations committed by the employer.” *Sakkab v. Luxottica*
19 *Retail N. Am., Inc.*, 803 F.3d 425, 435 (9th Cir. 2015). Under the general provisions of the PAGA
20 scheme, 75% of the civil penalties recovered goes to the state while the remaining amount is given to the
21 aggrieved employees. Lab. Code § 2699(i). For Labor Code violations for which no penalty is provided,
22 PAGA provides that the penalties are generally \$100 for each aggrieved employee per pay period for the
23 initial violation and \$200 per pay period for each subsequent violation. Cal. Lab. Code § 2699(f)(2).
24 Although PAGA penalties are mandatory and must be awarded by a court if a violation is found, the
25 court “may award a lesser amount than the maximum civil penalty amount specified by this part if, based
26 on the facts and circumstances of the particular case, to do otherwise would result in an award that is
27 unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code § 2699(e)(2); *see also Amaral v. Cintas*
28 *Corp.* No. 2, 163 Cal. App. 4th 1157, 1213 (2008).

Moreover, the PAGA statute expressly distinguishes and preserves the right of employees to separately (or concurrently) pursue their own causes of action against their employers and to recover other available federal and state remedies. Cal. Lab. Code § 2699(g)(1); *see Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir. 2014) (explaining the differences between the finality in class action judgments and the limited res judicata effect of PAGA judgments). “Unlike a class action seeking damages or injunctive relief for injured employees, the purpose of PAGA is to incentivize private parties to recover civil penalties for the government that otherwise may not have been assessed and collected by overburdened state enforcement agencies.” *McKenzie v. Federal Express Corp.*, 765 F. Supp. 2d 1222, 1233 (C.D. Cal. 2011).

The Court’s evaluation of the settlement should therefore not focus on “restitution”—the average recovery per aggrieved employee, as in a class action settlement, but rather take into account PAGA’s statutory purpose in deterring Labor Code violations through the imposition of civil penalties, with special attention on whether the relief is “genuine and meaningful.”

B. The Settlement Is Reasonable Given the Risks of Further Litigation

In assessing whether the amount of civil penalties is genuine and meaningful, the Court may balance the amount in penalties against the risks of further litigation. Here, Plaintiffs obtained a meaningful amount of civil penalties despite facing hurdles had the litigation continued. Based on information and evidence produced by Defendants during discovery, Plaintiffs’ Counsel determined that Aggrieved Employees worked a combined total of approximately 44,000 pay periods during the PAGA statute of limitations period, to the date on which the Court enters the Order and Judgment (“Settlement Period”). Statutory penalties would be calculated according to Labor Code 2699(f)(2): If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

It should be noted, however, that some courts have interpreted Labor Code section 2699(f)(2) to impose the enhanced “subsequent violation penalty” or “heightened penalty” only after an employer has been notified that its conduct violates the Labor Code, which is not the case here. *See Trang v. Turbine Engine Components Technologies Corp.*, No. CV 12–07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal.

1 Dec. 19, 2012) (“courts have held that employers are not subject to heightened penalties for subsequent
2 violations unless and until a court or commissioner notifies the employer that it is in violation of the
3 Labor Code”); *Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Services, Inc.*, No.
4 05cv1199–IEG–CAB, 2009 WL 2448430 (S.D. Cal. 2009) (finding that California law imposes the
5 “subsequent violation penalty” only after an employer has been notified its conduct violates the Labor
6 Code). While Plaintiffs regard this interpretation as flawed, they nonetheless recognizes that this
7 interpretation has gained traction with some courts, and elected therefore to conservatively estimate
8 Defendants’ maximum potential exposure for PAGA penalties by assessing a \$100 penalty for all pay
9 periods during the one-year statute of limitations.

10 To roughly approximate Defendants’ potential exposure for PAGA penalties, Plaintiff
11 conservatively assumed that at least every pay period worked during the Settlement Period had at least
12 one of the violations alleged in Plaintiffs’ Complaint, or 44,000. In other words, Defendants’ exposure
13 for PAGA penalties would be approximately \$4.4 million = 44,000 x \$100 per pay period.

14 After calculating Defendants’ maximum exposure under PAGA, Plaintiffs then discounted that
15 exposure for settlement purposes to account for the risks of continued litigation, including: (i) the
16 strength of Defendants’ defenses on the merits; (ii) the risk of losing on any of a number of dispositive
17 motions that could have been brought between now and trial (indeed, at the time of the parties’
18 mediation and subsequent settlement discussions, both Defendants had pending summary judgment
19 motions on file that may have disposed of the entire action) which may have eliminated all or some of
20 Plaintiffs’ claims, or barred evidence necessary to prove such claims; (iii) the risk of losing at trial or
21 prevailing only on some of the claims; (iv) the risk that the Court would exercise its discretion under
22 PAGA to significantly reduce the maximum civil penalties available by statute;⁴ (v) the chances of a
23 favorable verdict being reversed on appeal; and (vi) the difficulties attendant to collecting on a judgment;
24 e.g., solvency issues.

25 It should be noted that the PAGA gives the Court wide latitude to reduce the amount of civil

26 ⁴ See Lab. Code § 2699(e) (“In any action by an aggrieved employee seeking recovery of a civil
27 penalty available under subdivision (a) or (f), a court may award a lesser amount than the maximum civil
28 penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do
otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”).

1 penalties “based on the facts and circumstances of a particular case” when “to do otherwise would result
2 in an award that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code § 2699(h). In
3 reducing PAGA penalties, courts have considered issues including whether the employees suffered
4 actual injury from the violations, whether the defendant was aware of the violations, and the employer’s
5 willingness to fix the violation. See *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018)
6 (awarding PAGA penalties of only 0.2% of the maximum); see also *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d
7 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien*, 2011 WL 7563047, at *4 (C.D. Cal. 2011).

8 For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA
9 penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—
10 **or 0.21% of the maximum**—and stated this reduction was warranted because imposing the maximum
11 penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’s “good faith attempts” to
12 comply with meal period obligations and because the court found the violations were minimal.
13 *Carrington*, 30 Cal. App. 5th at 517. The Court of Appeal affirmed the lower court’s reduced award of a
14 \$150,000 penalty under PAGA. *Id.* at 529.

15 Likewise, in *Lyft*, the Court found that a \$1 million PAGA settlement was fair and reasonable in
16 light of the unsettled nature of the law, resulting in a \$2.52 per pay period award to the aggrieved
17 employees (there were 397,110 pay periods in a \$1 million PAGA settlement, resulting in a 97.5%
18 reduction from the maximum). *Lyft*, 193 F. Supp. 3d at 1037. In *Covidien*, the Court reduced the
19 potential penalties by over 82%, awarding \$500,000 for 28,742 pay periods at issue, or approximately
20 \$17.40 per pay period. See also, e.g., *Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112,
21 1135-36 (2012) (affirming 30% reduction under specified PAGA claim where the employer produced
22 evidence that it took its obligations seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL
23 1797254, at *5-*7 (Cal. Ct. App. May 12, 2011) (reversing trial court decision denying any civil
24 penalties where violations had been proven, remanding for the trial court to exercise discretion to reduce,
25 but not wholly deny, civil penalties); *Li v. A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK,
26 2012 WL 2236752, at *17 (N.D. Cal. June 15, 2012) (denying PAGA penalties for violation of
27 California Labor Code § 226 as redundant with recovery on a class basis pursuant to California Labor
28 Code § 226, directly); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPx), 2011 WL 7563047,

at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties from \$2.8 million to \$500,000.00); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations from \$1.8 million to \$500,000.00, after rejecting numerous other PAGA claims).

Considering the issues, defenses, and the risks, a \$375,000 settlement is a fair and just result and furthers PAGA's objectives, and is not "unjust, arbitrary, and oppressive." Accordingly, for the reasons discussed above, Plaintiffs objectively and knowledgably balanced the strengths and weaknesses of their claims against the risk of continued litigation, arriving at a settlement that is fair and reasonable in light of those risks.⁵ The Settlement therefore accomplishes PAGA's objectives by imposing sufficient civil penalties "to punish and deter" Defendants from future alleged Labor Code violations, while also ensuring that the penalties are not "unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2); *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal. 4th 348, 384 (2014).

C. The Parties' Settlement of Attorneys' Fees Is Reasonable In Light of Plaintiffs' Counsel's Lodestar

The Settlement provides attorneys' fees and costs in the amount of \$165,000 to Plaintiffs' Counsel. Plaintiffs' Counsel are entitled to attorneys' fees as a matter of right under California Labor Code section 2699(g)(1), which provides that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs." See *Gouskos v. Aptos Village Garage, Inc.*, 94 Cal. App. 4th 754, 765 (2001) (holding that attorneys' fees to prevailing party are mandatory when the statute uses the word "shall"). It is undisputed that by obtaining PAGA penalties for the LWDA and Aggrieved Employees, Plaintiffs have prevailed. See *Graciano v. Robinson Ford Sales*, 144 Cal. App.

⁵ See, e.g., *In re Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231, 256-58 (D. Del. 2002) (recognizing that a reasonable settlement amount can be 1.6% to 14% of the total estimated damages); *In Re Armored Car Antitrust Litig.*, 472 F. Supp. 1357, 1373 (N.D. Ga. 1979) (settlements with a value of 1% to 8% of the estimated total damages were approved); *In Re Four Seasons Secs. Laws Litig.*, 58 F.R.D. 19, 37 (W.D. Okla. 1972) (approving 8% of damages); *Balderas v. Massage Envy Franchising, LLP*, 2014 WL 3610945, at *5 (N.D. Cal. July 21, 2014) (finding that settlement which amounted to 8% of maximum recovery "[fell] within the range of possible initial approval based on the strength of plaintiff's case and the risk and expense of continued litigation."); *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1042 (N.D. Cal. 2008) (approving settlement of 6% to 8% of estimated damages); *In re Uber FCRA Litig.*, No. 14-cv-05200-EMC, 2017 U.S. Dist. LEXIS 101552, at *23- 24 (N.D. Cal. June 29, 2017) (granting preliminary approval to class action settlement where gross settlement fund, prior to deducting attorneys' fees and services awards, was valued at 7.5% or less of total possible verdict).

4th 140, 153 (2006) (“[P]laintiffs may be considered ‘prevailing parties’ for attorney’s fee purposes if they succeed on any significant issue in the litigation that achieves some of the benefit the parties sought in bringing suit.” (internal citation omitted)).

In fixing fees under the lodestar method, successful attorneys should recover “all attorney fees reasonably expended, **without limiting the fees to a proportion of [the] actual recovery.**” *Graciano*, 144 Cal. App. 4th at 164 (emphasis added). “[T]here is ‘no mathematical rule requiring proportionality between compensatory damages and attorneys’ fees award.’” *Harman v. City and County of San Francisco*, 158 Cal. App. 4th 407, 421 (2007) (citation omitted). For instance, in *Harman*, the court affirmed a fee award of \$1.1 million on damages of \$33,300 under the Civil Rights Act after determining that it cannot be tied to a proportion of the recovery. *Id.* at 419-22.

The non-proportionality rule applies generally to attorneys prosecuting employment cases. *See, e.g., Taylor v. Nabors Drilling U.S.A.*, 222 Cal. App. 4th 1228 (2014) (affirming \$680,520 in attorneys’ fees on a \$150,000 recovery in an employment discrimination case).⁶ And it applies with equal force to PAGA cases. *See Salas v. Hallmark Aviation Services LP*, No. BC586585 (Los Angeles County Superior Court February 17, 2017) (awarding plaintiff \$600,000 in attorneys’ fees on PAGA penalties totaling \$605,000); *Monroe v. Continental Design Co., Inc.*, No. RG16817667 (Alameda County Superior Court June 21, 2017) (awarding plaintiff \$110,000 in fees on PAGA penalties totaling \$90,000); *Ramirez v. Benito Valley Farms, LLC*, No. 16-CV-04708-LHK, 2017 WL 3670794, at *6

⁶ Plaintiffs who prevail on a private attorney general action are also not limited to a proportion of the damages recovered. *See Building a Better Redondo, Inc. v. City of Redondo Beach*, 203 Cal. App. 4th 852, 870-73 (2012) (awarding fees under the private attorney general statute in an action to compel a city to put a measure on the ballot); *Vo v. Las Virgenes Mun. Water Dist.*, 79 Cal. App. 4th 440, 445 (2000) (affirming a \$470,000 fee award when plaintiff recovered only \$37,500); *Engel v. Washington*, 60 Cal. App. 4th 628, 635 (1997) (a plaintiff who recovered only \$250 “may well be entitled to every penny of the requested [\$80,875] fee award” and that “[t]o deny him the full amount of requested fees would be tantamount to finding that the fees were unreasonable per se, some of his efforts unwarranted, or his goals unworthy”). Outside of common fund recoveries, the rule that fees cannot be tied to proportional recovery applies across the board, to all types of cases involving fee-shifting statutes, in both federal and state courts. *See, e.g., City of Riverside v. Rivera*, 477 U.S. 561, 578-79 (1986) (awarding \$245,000 in attorneys’ fees for damages of \$33,350); *Hasbrouck v. Texaco, Inc.*, 879 F.2d 632, 639 (9th Cir. 1989) (“[T]here is no reason to treat attorney’s fees in antitrust cases under [the Clayton Act] different from attorney’s fees in civil rights cases under section 1988. We have recognized the public benefit of antitrust litigation.”); *Lytle v. Carl*, 382 F.3d 978, 988 (9th Cir. 2004) (fee award more than three times damages); *Fair Housing of Marin v. Combs*, 285 F.3d 899 (9th Cir. 2002) (affirming \$508,606 fee award that was more than five times damages awarded); *Niederer v. Ferreira*, 189 Cal. App. 3d 1485 (1987) (applying the anti-proportionality logic in an action to collect from the guarantor of a note).

1 (N.D. Cal. Aug. 25, 2017) (awarding attorneys’ fees under the lodestar method with no regard to the
2 proportion of the fees to civil penalties).⁷

3 In determining the reasonableness of statutory fees, the court should apply the lodestar method.
4 See *Ketchum v. Moses*, 24 Cal. 4th 1122, 1136 (2001) (holding that the court should “presume that the
5 Legislature intended courts to use the prevailing lodestar adjustment method” in fixing statutory fees).
6 This method most effectively compensates successful counsel for “all the hours reasonably spent.” *Id.* at
7 1133. The base lodestar is produced by multiplying the number of hours reasonably expended by
8 counsel by a reasonable hourly rate. *Id.* at 1134-36. The base lodestar then may be adjusted by a
9 multiplier to account for contingent risk and other factors.

10 For hourly rates, the Court must evaluate whether that rate is “within the range of reasonable
11 rates charged by and judicially awarded comparative attorneys for comparable work.” *Children’s*
12 *Hospital & Med. Ctr. v. Bontá*, 97 Cal. App. 4th 740, 783 (2002). Determination of a reasonable rate is
13 derived from the community “where the services are rendered.” *MBNA Am. Bank v. Gorman*, 147 Cal.
14 App. 4th Supp. 1, 13 (2006). Plaintiffs’ Counsel’s rates reasonable and are within the range of similar
15 attorneys in the Southern California area where the services are rendered and where the action was
16 litigated. In the past few years, numerous courts have approved the exact same rates requested here. As
17 the requested rates are within the range of market rates, they should be approved.

18 In evaluating hours worked, the general principle is that “the attorney who takes [a statutory fee-
19 shifting] case can anticipate receiving full compensation for every hour spent litigating a claim even
20 against the most polemical opponent.” *Weeks v. Baker & McKenzie*, 63 Cal. App. 4th 1128, 1175
21 (1998). However, courts should not be “enmeshed in a meticulous analysis of every detailed facet of the
22 professional representation.” *Serrano v. Unruh*, 32 Cal. 3d 621, 642 (1982). Rather, “[t]he essential goal
23 in shifting fees (to either party) is to do rough justice, not to achieve auditing perfection.” *Fox v. Vice*,
24 131 S. Ct. 2205, 2216 (2011).

25 In determining the reasonableness of the hours expended, “the court should defer to the winning
26

27 ⁷ Likewise, the non-proportionality rule applies generally to attorneys prosecuting employment
28 cases. See, e.g., *Taylor v. Nabors Drilling U.S.A.*, 222 Cal. App. 4th 1228 (2014) (affirming \$680,520 in
attorneys’ fees on a \$150,000 recovery in an employment discrimination case).

lawyer's professional judgment as to how much time he was required to spend on the case; after all, he won, and might not have, had he been more of a slacker.” *Kerkeles v. City of San Jose*, 243 Cal. App. 4th 88, 196 Cal. Rpt. 3d 252, 265 (2015) (quoting *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008)). Whether attorneys expended reasonable hours in pursuit of the litigation is the major building block of any fee award. See *Serrano v. Unruh*, 32 Cal. 3d at 632 (“absent facts rendering the award unjust, parties who qualify for a fee should recover for all hours reasonably spent.”). Typically, all time reasonably spent by prevailing attorneys during the course of litigation should be awarded if it is the type of work that would be paid by a fee-paying client. *Hensley v. Eckerhart*, 461 U.S. 424, 431 (1983).

The chart below provides a summary of the hours billed by Plaintiffs’ Counsel to the litigation:

Lawyer	Title	CA Bar Yr.	Rate	Hours	Fees
Raul Perez	Partner	1994	\$725	6.9	\$5,002.50
Stan Karas	Fmr. Senior Counsel	2002	595	24.5	\$14,577.50
Arnab Banerjee	Senior Counsel	2007	495	106.5	\$52,717.50
Jamie Greene	Senior Counsel	2007	495	32.2	\$15,939.00
Eduardo Santos	Senior Counsel	2007	495	15.4	\$7,623.00
Mao Shiokura	Associate	2009	435	46.6	\$20,271.00
Ari Basser	Fmr. Associate	2010	395	80.2	\$31,679.00
Ruhandy Glezakos	Fmr. Associate	2015	295	160.9	\$47,465.50
Total				473.2	\$195,275.00

As shown above, multiplying Plaintiffs’ Counsel’s hourly rates by hours billed to the litigation to date (not including anticipated additional work on this case, such as supervising the administration of the settlement) yields a lodestar of \$195,275, which is 1.33 times more than the amount of fees requested (i.e., \$165,000 minus \$18,308.91 for costs).

Although Plaintiffs do not request a multiplier for contingent risk, courts recognize that contingent-fee attorneys should obtain a larger fee than the market-value if their services help to secure adequate representation for Plaintiff unable to afford an accomplished attorney’s hourly rates. See *Ketchum*, 24 Cal. 4th at 1132 (“[A] contingent fee contract, since it involves a gamble on the result, may properly provide for a larger compensation than would otherwise be reasonable.”). To factor in contingent risk, courts will apply a “risk multiplier” to the base lodestar if circumstances warrant. See *Graham*, 34 Cal. 4th at 580 (explaining California’s policy of adjusting the lodestar upward to account for contingent risk). A court abuses its discretion if it fails to apply a risk multiplier where the attorneys

undertook the case with the expectation that they would receive a risk enhancement if they prevailed, the case was risky, and the hourly rate does not reflect that risk. *See Fischel v. Equitable Life Assur. Society of U.S.*, 307 F.3d 997, 1008 (9th Cir. 2002).

D. The Requested Recovery In Litigation Expenses Is Reasonable

Plaintiffs' Counsel is also entitled to reimbursement of its discretionary litigation costs. Cal. Lab. Code §2699(g)(1). Out-of-pocket discretionary expenses are compensable if they would normally be billed to a fee-paying client. *See Beasley v. Wells Fargo Bank*, 235 Cal. App. 3d 1407, 1419 (1991), *overruled in part on other grounds in Olson v. Automobile Club of Southern Calif.*, 42 Cal. 4th 1142 (2008). Such discretionary costs may be claimed as part of an attorneys' fees motion when seeking statutory fees under the Labor Code. *See Amaral*, 163 Cal. App. 4th at 1218 n. 27 (awarding costs that are necessarily incurred). The following chart reflects the costs incurred by Plaintiffs' Counsel:

Cost & Expense Categories	Amount
Copying, Printing & Scanning and Facsimiles	\$1,191.88
Court Fees, Filings & Service of Process	\$6,399.18
Court Reporters, Transcripts & Depositions	\$4,792.73
Delivery & Messenger (UPS, FedEx, messenger, etc.)	\$80.24
Document Management and Production Services	\$336.00
Fountain Consulting, Inc.	\$470.00
Investigation Services	\$3,981.57
Postage & Mailings	\$674.85
Research Services (PACER, Lexis, etc.)	\$22.00
Travel-Related Costs and Expenses	\$360.46
Total	\$18,308.91

As indicated above, Plaintiffs' Counsel advanced \$18,308.91 in out-of-pocket costs to the State for, among other things, filing fees, postage, photocopying, mediation fees, and travel-related costs and expense. (Perez Decl. ¶ 14.) Because these reasonable costs were necessarily incurred during the case's pendency, they should be reimbursed to Plaintiffs' Counsel.

IV. CONCLUSION

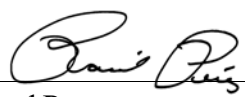
The Parties have negotiated a fair and reasonable settlement of Plaintiffs' PAGA claims. Having appropriately presented the materials and information necessary for approval, the Parties request that the Court approve the PAGA Settlement Agreement.

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Dated: June 12, 2019

Respectfully submitted,

Capstone Law APC

By: 

Raul Perez
Arnab Banerjee
Brandon Brouillette
Ariel Harman-Holmes

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Solomon

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8 Attorneys for Plaintiffs Roya Mousseau and Mosaic Solomon

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11
12 ALEJANDRO VALENZUELA, MOSAIC
13 SOLOMON, and ROYA MOUSSEAU, as
aggrieved employees pursuant to the Private
14 Attorneys General Act ("PAGA"),

15 Plaintiff,

16 vs.

17 URGP, LLC, a California limited liability
company; A.F. RESTAURANT
18 CONSULTING GROUP, INC., a California
corporation; COMESA 92626, LLC, a
California limited liability company; RAIDER
19 94612, LLC, a California limited liability
company; ROSEY SPOT 91105, LLC, a
California limited liability company; TALK
20 SHOW 91505, LLC, a California limited
liability company; TOAKS 91362, LLC, a
California limited liability company; U-KO
21 GROVE, LLC, a California limited liability
company; UMAMI BURGER ANAHEIM,
22 LLC, a California limited liability company;
UMAMI BURGER HOLLYWOOD
23 RESTAURANT, LLC, a California limited
liability company; UMAMI BURGER
24 HOLLYWOOD, LLC, a California limited
liability company; UMAMI BURGER
25 LICENSING USA, LLC, a Delaware limited
liability company; UMAMI BURGER SANTA
26 MONICA, LLC, a California limited liability
company; UMAMI BURGER SF, LLC, a
27 Delaware limited liability company; UMAMI
28 Delaware limited liability company; UMAMI

Case No. BC622088

**DECLARATION OF RAUL PEREZ IN
SUPPORT OF THE MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT**

Date: July 9, 2019
Time: 8:30 a.m.
Place: Department 15

Complaint Filed: May 31, 2016

RES ID: 657439104767

BURGER URBAN JUNGLE, LLC, a California limited liability company; UMAMI BURGER VALLI, LLC, a California limited liability company; UMAMI BURGER, LLC, a California limited liability company; UMAMI HERMOSA, LLC, a California limited liability company; UMAMI LAGUNA, LLC, a California limited liability company; UMAMI RESTAURANT GROUP, LLC, a Delaware limited liability company; UMAMICATESSEN, LLC, a California limited liability company; UMAMICATESSEN HOLDINGS, LLC, a Delaware limited liability company; UMAMI-LEVITY, LLC, a California limited liability company; URGP SFV, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

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Parties' PAGA Settlement Agreement.

5. A true and correct copy of the PAGA Settlement Agreement is attached as Exhibit 1.

6. The PAGA Settlement Agreement has been e-filed with the LWDA (see Exhibit 2, a true and correct copy of the confirmation of receipt).

QUALIFICATIONS AND EXPERIENCE

7. I received both my undergraduate degree and my law degree from Harvard University and was admitted to the California Bar in December 1994. I have more than 20 years of litigation experience representing clients in complex litigation in state and federal courts, and since 2011, I have focused exclusively on wage and hour and consumer class actions.

8. Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. With over twenty seasoned attorneys, Capstone has the experience, resources, and expertise to successfully prosecute complex employment and consumer actions.

9. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining tens of millions of dollars in recovery for employees and consumers. The firm's accomplishments include:

- a. In February 2015, Ryan H. Wu and I were honored with the prestigious California Lawyer of the Year (CLAY) award in labor and employment for our work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- b. Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshalls of Calif.)*, 2017 WL 2980258, Capstone attorneys achieved a landmark decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone

attorneys successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.

- c. In April 2017, Capstone obtained another important decision, *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017). In *McGill*, the California Supreme Court held that the right to seek public injunctive relief under the state's consumer protection laws cannot be waived by agreement and that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public.
- d. Capstone and co-counsel negotiated one of the largest PAGA settlements on record. See *Vorise v. 24 Hour Fitness USA, Inc.*, Case No. CIV-MS15-02051 (Contra Costa County Superior Court) (\$11 million PAGA settlement).
- e. Capstone serves as class counsel in a number of significant wage and hour settlements, including \$12 million on behalf of a nationwide class of nonexempt tellers and personal bankers in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of non-exempt hourly workers in *Dittmar v. Costco Wholesale Corp.*, No. 3:14-cv-01156-LAB-JLB (S.D. Cal.).
- f. Capstone is class counsel in a number of significant consumer actions, including *Aarons v. BMW of North America*, Case No. 11-7667 (C.D. Cal.), *Asghari v. Volkswagen Group of America*, No. 13-02529 (C.D. Cal.), *Klee v. Nissan North America*, Case No. 12-08238 (C.D. Cal.), *MacDonald v. Ford Motor Co.*, 142 F. Supp. 3d 884 (N.D. Cal. 2015) (finding action was catalyst for nationwide recall), *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.), *Fernandez v. Home Depot U.S.A.*, No. 13-648 (C.D. Cal.), and *Ford v. CEC Entertainment*, No. 14-677 (S.D. Cal.), that have conferred benefits to class members valued in the tens of millions. These benefits include cash payments for statutory violations, complementary automotive repairs, costs reimbursement, parts replacement and

extension of express warranties.

10. Attached as Exhibit 3 is a true and correct copy of Capstone's firm resume.

LODESTAR AND COST ANALYSIS

11. I have reviewed a summary of Capstone's billing records, which are maintained during the regular course of business and billed contemporaneously. The following chart sets forth the billable hourly rate and the hours billed by each attorney to the litigation. In the exercise of billing discretion, I voluntarily wrote off approximately \$20,000 in attorneys' fees (i.e., not included in the chart below).

Lawyer	Title	CA Bar Yr.	Rate	Hours	Fees
Raul Perez	Partner	1994	\$725	6.9	\$5,002.50
Stan Karas	Fmr. Senior Counsel	2002	595	24.5	\$14,577.50
Arnab Banerjee	Senior Counsel	2007	495	106.5	\$52,717.50
Jamie Greene	Senior Counsel	2007	495	32.2	\$15,939.00
Eduardo Santos	Senior Counsel	2007	495	15.4	\$7,623.00
Mao Shiokura	Associate	2009	435	46.6	\$20,271.00
Ari Basser	Fmr. Associate	2010	395	80.2	\$31,679.00
Ruhandy Glezakos	Fmr. Associate	2015	295	160.9	\$47,465.50
Total				473.2	\$195,275.00

12. While adjusting our rates to track market increases, Capstone's rates have steadily remained reasonable and competitive, and have been consistently approved by many federal and state courts over the past several years, including this judicial district. *See, e.g., Aguilar v. Marriott Int'l., Inc.*, No. BC513197 (Los Angeles County Superior Court Apr. 9, 2019) (approving Capstone's rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Garrido v. J. C. Penney Corporation, Inc.*, No. 5:18-cv-02051-JVS-SP (C.D. Cal. Jan. 25, 2019) (approving Capstone's rates for Associates (\$435 to \$455) and Senior Counsel/Partners (\$495 to \$725)); *Boseman v. VXi Global Solutions, LLC*, No. BC602442 (Los Angeles County Superior Court Jan. 3, 2019) (approving Capstone's rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Mansilla v. XPO Logistics Worldwide, Inc.*, No. RG17865271 (Alameda County Superior Court Nov. 16, 2018) (approving Capstone's rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Carbajal v. Tom's Famous Family Restaurants*, No. CIVDS1601821 (San Bernardino County Superior Court July 31, 2018) (approving Capstone's rates for Associates (\$295 to \$395) and Senior Counsel/Partners (\$495 to \$725)); *Cuellar v. Towne Park, LLC*, No. PSC1600142 (Riverside County

1 Superior Court Apr. 27, 2018) (approving Capstone's rates for Associates (\$245 to \$420) and Senior
2 Counsel/Partners (\$470 to \$725)); *Williams v. Marshalls of CA, LLC*, No. BC503806 (Los Angeles
3 County Superior Court Feb. 15, 2018) (approving Capstone's rates for Associates (\$420) and Senior
4 Counsel/Partners (\$570 to \$725)); *Grove v. Halston Operating Co.*, No. 37-2016-00029271-CU-OE-
5 CTL (San Diego County Superior Court Feb. 9, 2018) (approving Capstone's rates for Associates (\$395)
6 and Senior Counsel/Partners (\$470 to \$725)); *McKinney v. Blue Shield of California Life & Health*
7 *Insurance Co.*, No. SC RD CV-CV-15-0183766-000 (Shasta County Superior Court Dec. 2, 2017)
8 (approving Capstone's rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$595 to \$725));
9 *Lopez v. Kmart Corp.*, No. CIVMSC15-00134 (Contra Costa County Superior Court Nov. 29, 2017)
10 (approving Capstone's rates for Associates (\$395 to \$470) and Senior Counsel/Partners (\$595 to \$725));
11 *Chambless v. Islands Restaurants, L.P.*, No. BC458426 (Los Angeles County Superior Court Aug. 22,
12 2017) (approving Capstone's rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$595 to
13 \$725)); *Linares v. Ann Inc.*, No. BC605635 (Los Angeles County Superior Court Aug. 22, 2017)
14 (approving Capstone's rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$570 to \$725));
15 *Grillo v. Key Energy Services, LLC*, No. 2:14-cv-00881-AB-AGR (C.D. Cal. Oct. 13, 2017) (approving
16 Capstone's rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$595 to \$725)); *Newberry*
17 *v. Cotti Foods California, Inc.*, No. RIC1504918 (Riverside County Superior Court Feb. 9, 2017)
18 (approving Capstone's rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$570 to \$695));
19 *Carter v. GMRI, Inc.*, No. RIC1506085 (Riverside County Superior Court Jan. 10, 2017) (approving
20 Capstone's rates for Associates (\$345 to \$470) and Senior Counsel/Partners (\$570 to \$695)); *Rodriguez*
21 *v. Swissport North America, Inc.*, No. BC441173 (Los Angeles County Superior Court April 17, 2017)
22 (approving Capstone's rates for Associates (\$370 to \$470) and Senior Counsel/Partners (\$520 to \$695));
23 *Luxottica Wage and Hour Cases*, No. FCS041512 (Solano County Superior Court April 4, 2017)
24 (approving Capstone's rates for Associates (\$395 to \$470) and Senior Counsel/Partners (\$595 to \$695));
25 *Emmons v. Quest Diagnostics Clinical Laboratories, Inc.*, No. 1:13-cv-00474-DAD-BAM (E.D. Cal.
26 Feb. 27, 2017) (approving Capstone's rates for Associates (\$370 to \$495) and Senior Counsel/Partners
27 (\$545 to \$695)); *Rickerd v. OneWest Resources LLC*, No. BC562538 (Los Angeles County Superior
28 Court Jan. 19, 2017) (approving Capstone's rates for Associates (\$245 to \$470) and Senior

Counsel/Partners (\$595 to \$695)); *Nunnally v. Dave & Busters, Inc.*, No. 8:16-cv-00855-DOC-KES (C.D. Cal. Jan. 9, 2017) (approving Capstone’s rates for Associates (\$395 to \$495) and Senior Counsel/Partners (\$545 to \$695)); *Ford v. CEC Entertainment, Inc.*, No. 3:14-cv-01420-RS (N.D. Cal. Nov. 18, 2016) (approving Capstone’s rates for Associates (\$420 to \$470) and Senior Counsel/Partners (\$545 to \$695)); *Lutin v. Lerner New York, Inc.*, No. BC498443 (L.A. County Super. Ct. Sept. 20, 2016) (approving Capstone’s rates for Associates (\$370-470) and Senior Counsel/Partners (\$695)); *The Children’s Place Retail Stores Wage & Hour Cases*, No. JCCP4790 (L.A. County Super. Ct. Sept. 1, 2016) (approving Capstone’s rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$520 to \$695)); *Coffey v. Beverages & More, Inc.*, No. BC477269 (L.A. County Super. Ct. July 26, 2016) (L.A. County Super. Ct. Sept. 1, 2016) (approving Capstone’s rates for Associates (\$370 to \$470) and Senior Counsel/Partners (\$545 to \$695)); *Guitar Center Stores Wage and Hour Cases*, No. JCCP 4818 (San Francisco Superior Court June 7, 2016) (approving Capstone’s rates for Associates (\$370 to \$470) and Senior Counsel/Partners (\$545 to \$695)); *King v. Burke Williams, Inc.*, No. BC467906 (L.A. County Super. Ct. Mar. 4, 2015) (“the Court finds that the rates and hours billed to the litigation are fair and reasonable”); *Morales v. Daniel’s Jewelers*, Case No. BC513353 (L.A. County Super. Ct. February 4, 2015) (“the award [of attorneys’ fees is] reasonable in light of [Capstone’s] actual lodestar, which the court finds to be based on reasonable market rates”); *Thompson v. Smart & Final, Inc.*, Case No. BC497198 (L.A. County Super. Ct. Nov. 18, 2014) (finding that Capstone had “demonstrated to the Court’s satisfaction that the attorney rates and hours billed to the litigation were reasonable”); *Marquez v. Shakey’s USA, Inc.*, Case No. BC424205 (L.A. County Super. Ct. July 30, 2014) (“the hourly rates charged also appear to be reasonable and in line with prevailing rates in the community”).

13. Capstone’s rates are comparable to those judicially approved for other plaintiff’s firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-\$630 for non-partners), Wasserman Comden Casselman & Essensten (rates ranging from \$670-750 for partners and \$300-500 for associates), and Blood Hurst & Reardon (\$510-695 for partners). *See Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D. Cal. Apr. 29, 2014) (also approving rates of Strategic and Capstone). Other courts have approved hourly rates in this range for plaintiff’s side law firms in the Southern California area. *See, e.g., Kearney v. Hyundai Motor Am.*,

2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650-\$800 for senior attorneys in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F. Supp. 2d 1160, 1172 (C.D. Cal. 2010) (approving hourly rates between \$445 and \$675); *Faigman v. AT&T Mobility LLC*, 2011 U.S. Dist. LEXIS 15825, * 2 (N.D. Cal. Feb. 15, 2011) (approving hourly rates of \$650 an hour for partner services and \$500 an hour for associate attorney services); *Richard v. Ameri-Force Mgmt. Servs., Inc.*, No. 37-2008-00096019 (San Diego Super. Ct., Aug. 27, 2010) (\$695 to \$750 an hour for partners; \$495 an hour for associates); *Barrera v. Gamestop Corp.*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010) (\$700 an hour for partners; \$475 an hour for associates); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010) (\$655 to \$750 an hour for partners; \$300 to \$515 an hour for associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Super. Ct.) (approving 2012 partner rates between \$550 and \$850 per hour); and *Holloway v. Best Buy Co.*, C-05-5056-PJH (MEJ) (N.D. Cal.) (approving 2011 partner rates of \$825 to \$700 an hour, associate rates between \$355 and \$405 per hour).

14. As summarized in the table below, Capstone has incurred a total of \$18,308.91 in costs and expenses to date.

Cost & Expense Categories	Amount
Copying, Printing & Scanning and Facsimiles	\$1,191.88
Court Fees, Filings & Service of Process	\$6,399.18
Court Reporters, Transcripts & Depositions	\$4,792.73
Delivery & Messenger (UPS, FedEx, messenger, etc.)	\$80.24
Document Management and Production Services	\$336.00
Fountain Consulting, Inc.	\$470.00
Investigation Services	\$3,981.57
Postage & Mailings	\$674.85
Research Services (PACER, Lexis, etc.)	\$22.00
Travel-Related Costs and Expenses	\$360.46
Total	\$18,308.91

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 12th day of June, 2019, at Los Angeles, California.

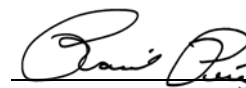

Raul Perez

Exhibit 1

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2
3
4
5
6
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10

11 ALEJANDRO VALENZUELA, MOSAIC
12 SOLOMON, and ROYA MOUSSEAU, as
13 aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA"),

14 Plaintiff,

15 vs.

16 URGP, LLC, a California limited liability
17 company; A.F. RESTAURANT
CONSULTING GROUP, INC., a California
18 corporation; COMESA 92626, LLC, a
California limited liability company; RAIDER
19 94612, LLC, a California limited liability
company; ROSEY SPOT 91105, LLC, a
20 California limited liability company; TALK
SHOW 91505, LLC, a California limited
21 liability company; TOAKS 91362, LLC, a
California limited liability company; U-KO
22 GROVE, LLC, a California limited liability
company; UMAMI BURGER ANAHEIM,
23 LLC, a California limited liability company;
UMAMI BURGER HOLLYWOOD
24 RESTAURANT, LLC, a California limited
liability company; UMAMI BURGER
25 HOLLYWOOD, LLC, a California limited
liability company; UMAMI BURGER
26 LICENSING USA, LLC, a Delaware limited
liability company; UMAMI BURGER SANTA
27 MONICA, LLC, a California limited liability
company; UMAMI BURGER SF, LLC, a
28 Delaware limited liability company; UMAMI
BURGER URBAN JUNGLE, LLC, a
California limited liability company; UMAMI

Case No. BC622088

PAGA SETTLEMENT AGREEMENT

1 BURGER VALLI, LLC, a California limited
liability company; UMAMI BURGER, LLC, a
2 California limited liability company; UMAMI
HERMOSA, LLC, a California limited liability
3 company; UMAMI LAGUNA, LLC, a
California limited liability company; UMAMI
4 RESTAURANT GROUP, LLC, a Delaware
limited liability company;
5 UMAMICATESSEN, LLC, a California limited
liability company; UMAMICATESSEN
6 HOLDINGS, LLC, a Delaware limited liability
company; UMAMI-LEVITY, LLC, a California
7 limited liability company; URGP SFV, LLC, a
California limited liability company; and DOES
8 1 through 10, inclusive,

9 Defendants.

1 **PAGA SETTLEMENT AGREEMENT**

2 Subject to Court approval by the Superior Court of the State of California for the County of Los
3 Angeles ("Court"), Plaintiffs Roya Mousseau and Mosaic Solomon ("Plaintiffs") and Defendants
4 URGP, LLC, and URGP SFV, LLC ("Defendants") (collectively with Plaintiffs, the "Parties") hereby
5 agree to the following binding settlement ("Settlement" or "Settlement Agreement") of the above-
6 captioned action entitled *Alejandro Valenzuela v. URGP LLC*, No. BC622088 (Los Angeles County
7 Superior Court) (the "Action").

8 **RECITALS**

9 1. On May 31, 2016, Plaintiffs filed suit in Los Angeles Superior Court as an enforcement
10 action under PAGA, asserting the following California Labor Code provisions: (1) failure to pay all
11 overtime wages; (2) failure to pay for all hours worked; (3) failure to provide meal and rest periods; (4)
12 failure to provide accurate and complete wage statements; (5) failure to maintain accurate and complete
13 payroll records; (6) failure to timely pay all unpaid wages upon termination; (7) failure to timely pay all
14 earned wages during employment; (8) failure to reimburse employees for business expenses necessarily
15 incurred; (9) failure to pay for costs of obtaining any pre-employment medical or physical examination
16 taken as a condition of employment; (10) failure to provide written notice of paid sick leave or paid time
17 off balance; and (11) failure to provide written notice of material terms of employment.

18 2. For well over two years, the parties litigated this case extensively, taking the depositions
19 of Plaintiffs and Defendants' corporate witnesses, exchanging and responding to document requests and
20 interrogatories, exchanging hundreds of pages of Defendants' records and labor policies, including time
21 and payroll records, and engaging in active motion practice.

22 3. Ultimately, the parties came to the table; the mediation took place on October 24, 2018
23 at JAMS in Los Angeles, California. The mediation was conducted by the Hon. Dickran M. Tevrizian
24 (Ret.), an experienced wage and hour mediator. No settlement was reached that day, but eventually with
25 the assistance of the mediator and persistence of the Parties, the outlined settlement in principle was
26 reached and now the Parties seek approval of this Settlement Agreement.

27 4. In negotiating this settlement, Plaintiffs have considered the expense and length of
28 continued proceedings necessary to litigate their case through trial and through any possible appeals, and

1 the burdens of proof necessary to establish liability for the claims asserted in the action, both generally
2 and in response to Defendants' defenses thereto. Plaintiffs' have also taken into account the uncertainty
3 and risk of the outcome of further litigation, the complexity of creating a trial plan in the representative
4 context, and the difficulties and delays inherent in such litigation. Based on the foregoing, Plaintiffs have
5 determined that the settlement is fair, appropriate and promotes PAGA's objectives.

6 5. The Parties expressly recognize that the making of this Settlement Agreement does not
7 in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in
8 this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or
9 communications, nor any materials prepared, exchanged, issued or used during the pendency of the
10 Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be
11 admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or
12 proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation,
13 rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this
14 agreement may be used in any proceeding in the Court that has as its purpose the interpretation,
15 implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in
16 connection therewith.

17 6. Under California Law, the State may assess and collect civil penalties from employers
18 for violations of certain provisions of the Labor Code. *See* Cal. Lab. Code §§ 2699(a). Under PAGA,
19 however, if an "aggrieved" employee gives written notice to the State and the employer of the specific
20 provision of the Labor Code alleged to have been violated, and the State thereafter decides not to
21 investigate, or does investigate and determines that a citation against the employer should not issue, the
22 employee may, "as an alternative" to enforcement by the State, bring a civil action under PAGA to
23 recover the civil penalties "on behalf of himself or herself and other current or former employees." *Id.*
24 Civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the state
25 and 25 percent to the aggrieved employees. Labor Code § 2699(i).

26 7. Labor Code section 2699(I)(2) provides that "[t]he superior court shall review and
27 approve any settlement of any civil action filed pursuant to this part." Accordingly, the Parties hereby
28 seek approval from this Court of the Settlement Agreement pursuant to California Labor Code section

1 2699(l)(2).

2 **DEFINITIONS**

3 The following definitions are applicable to this Settlement Agreement. Definitions contained
4 elsewhere in this Settlement Agreement will also be effective:

5 8. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and
6 approved by the Court for Plaintiffs' Counsel's litigation and resolution of the Action, and all costs
7 incurred and to be incurred by Plaintiffs' Counsel in the Action.

8 9. "Defendants' Counsel" means Littler Mendelson, P.C.

9 10. "General Release Payments" means the amounts to be paid by Defendants to Plaintiffs
10 as payment for a general release of all claims arising out of their employment with Defendants.

11 11. "PAGA Penalties Fund" means the portion of the Settlement Consideration remaining
12 after deducting the Attorneys' Fees and Costs, the General Release Payments, and Settlement
13 Administration Costs. The PAGA Penalties Fund is currently estimated at One Hundred Eighty-Two
14 Thousand Five Hundred Dollars (\$182,500).

15 12. "Parties" means Plaintiffs Roya Mousseau and Mosaic Solomon and Defendants
16 URGP, LLC, and URGP SFV, LLC. "Released Parties," as referenced herein and as released in the
17 Settlement, will include Defendants URGP, LLC, and URGP SFV, LLC and their present and former
18 parent companies, present and former owners, subsidiaries, shareholders, officers, directors, employees,
19 agents, attorneys, insurers, successors, and assigns, and any individual or entity which could be jointly
20 liable with Defendants, or any of them.

21 13. "Plaintiffs' Counsel" means Capstone Law APC.

22 14. "Settlement Administration Costs" means the costs payable from the Settlement
23 Consideration to the Settlement Administrator for administering this Settlement, including, but not
24 limited to, printing, distributing, and tracking documents for this Settlement, distributing the Settlement
25 Consideration, and providing necessary reports and declarations, as requested by the Parties or the Court.

26 15. "Settlement Consideration" means the maximum settlement amount of Three Hundred
27 Seventy-Five Thousand Dollars (\$375,000) to be paid by Defendants in full satisfaction of all Settled
28 Claims arising from the Action, which includes all payments to Aggrieved Employees, Attorneys' Fees

and Costs, the General Release Payments, the payment to the California Labor and Workforce Development Agency ("LWDA"), and Settlement Administration Costs.

PERSONS COVERED BY THE SETTLEMENT

16. Aggrieved Employees: This Settlement covers all persons non-exempt or hourly employees who worked at Defendants' restaurants in California from November 8, 2016 to the date on which the Court enters the Order and Judgment approving the Settlement ("Aggrieved Employees").

17. Settlement Period: The Settlement covers the period from November 8, 2015 to the date on which the Court enters the Order and Judgment approving the Settlement ("Settlement Period").

SETTLEMENT CONSIDERATION

18. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the California Labor and Workforce Development Agency ("LWDA") in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) (or approximately One Hundred Thirty-Six Thousand Eight Hundred Seventy-Five Dollars (\$136,875)) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) (or approximately Forty-Five Thousand Six Hundred Twenty-Five Dollars (\$45,625)) will be paid to all Aggrieved Employees according to the following formula:

18(a) All Aggrieved Employees will be deemed to have worked during at least one Pay Period during the Settlement Period.

18(b) Defendants will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

18(c) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, Defendants will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund ($\approx$ \$45,625) $\times$ [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period $\div$

Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

18(d) Aggrieved Employees worked during a combined total of approximately 44,000 pay periods during the Settlement Period.

19. Attorneys' Fees and Costs. In full satisfaction of all claims Plaintiffs may have for attorneys' fees, litigation costs, and expenses arising out of the Action, the Parties agree that Defendant will pay Plaintiffs' Counsel a total of One Hundred Sixty-Five Thousand Dollars (\$165,000) in attorneys' fees and litigation costs/expenses ("Attorneys' Fees and Costs").

20. General Release Payments. In exchange for general releases of all claims Plaintiffs may have against Defendants arising out of their employment, Defendants agrees to pay Plaintiffs payments ("General Release Payments") of Ten Thousand Dollars (\$10,000) each. Upon receipt of the General Release Payments, Plaintiffs will be deemed to have fully released and discharged Defendants from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendants and the Released Parties arising out of or relating to Plaintiffs' employment with Defendants or separation thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

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

21. Settlement Administration Costs. The Parties will retain ILYM Group, Inc. as the third-

1 party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be
2 responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate
3 tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement
4 Administration Costs will be paid from the Settlement Consideration. Based on the estimate that there
5 are approximately Two Thousand (2,000) Aggrieved Employees, Settlement Administration Costs are
6 estimated at Seven Thousand Five Hundred Dollars (\$7,500).

7 22. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties
8 will present this Settlement Agreement to the Court and provide notice of this Settlement to the LWDA.
9 The Parties will request that the Court issue an order and judgment approving and incorporating by
10 reference the terms and conditions of the Settlement Agreement (the "Order and Judgment"). This Order
11 and Judgment will be submitted to the LWDA within ten (10) days after entry, pursuant to California
12 Labor Code section 2699(l)(3). In the event that: (i) the Court does not approve the Settlement as
13 provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement
14 Agreement, and any documents generated to bring it into effect, will be null and void. Any order or
15 judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as
16 void from the beginning.

17 23. List of Aggrieved Employees. Within twenty (20) calendar days after entry of the Order,
18 Defendants will provide the Settlement Administrator a complete list of all Aggrieved Employees
19 ("Aggrieved Employee List"). The Settlement Administrator will keep the Aggrieved Employee List
20 confidential. The Aggrieved Employee List is private employee information and will not be released to
21 Plaintiffs' Counsel. The Aggrieved Employee List will be formatted in Microsoft Office Excel and will
22 include each Aggrieved Employees full name; last-known mailing address and telephone number; Social
23 Security number; the respective number of pay periods and/or employment dates during which each
24 Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to
25 calculate settlement payments.

26 24. Funding of the Settlement. Within twenty (20) calendar days after entry of the Order,
27 Defendant will deposit the Settlement Consideration into the QSF to be established by the Settlement
28 Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement

1 Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce
2 Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The Settlement Administrator,
3 and not Defendants, will issue the appropriate tax forms for all payments issued under this Settlement.

4 25. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue
5 each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an
6 explanatory notice in the form attached as Exhibit A. The notice will clearly identify the nature of the
7 Settlement, but it will not provide the Aggrieved Employees with the opportunity to opt out of, or object
8 to, the PAGA payment or release of the PAGA claims. Plaintiffs will vigorously defend against any
9 attempt by any Aggrieved Employee or by any entity or agency to intervene in this matter or object to
10 this settlement, and Defendants will cooperate with Plaintiffs. Plaintiffs will defend against any appeal
11 filed with respect to the Court's Order, and Defendants will cooperate with Plaintiffs. Prior to mailing,
12 the Settlement Administrator will perform a search based on the National Change of Address Database
13 for information to update and correct for any known or identifiable address changes. Any checks
14 returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular
15 First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the
16 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or
17 other search using the name, address or Social Security number of the Aggrieved Employee involved,
18 and will then perform a single re-mailing. Checks will remain negotiable for 120 days. Those funds
19 represented by un-cashed checks which remain outstanding 120 days after the mailing of the Settlement
20 checks by the Settlement Administrator will be tendered to the unclaimed property fund of The State
21 Controller's Office. The Parties agree that the monies paid to the PAGA Penalties Fund will be attributed
22 as 100% penalties, and that individuals in PAGA Settlement Group will be issued an IRS Form 1099.

23 26. Settled Claims & Release. Payment to Aggrieved Employees of their portion of the
24 PAGA Penalties Fund shall be paid to each of them by way of a single check ("PAGA Settlement
25 Check"). The check represents the portion of civil penalties awarded directly under PAGA, and shall be
26 considered 100% penalties. The PAGA Settlement Group will not be required to submit a claim form in
27 order to be issued a check for their share of the PAGA Payment. The PAGA Settlement Group will not
28 have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims.

1 Upon entry of the Order and Judgment approving the Settlement, Plaintiffs, individually and in their
2 capacity as private attorney generals, the LWDA as the real party in interest, and Aggrieved Employees
3 will irrevocably release, acquit, and forever discharge Defendants and the Released Parties (including
4 their past, present and/or future, direct and/or indirect officers, owners, directors, employees, agents) of
5 and from all claims for civil penalties recoverable under the California Private Attorneys General Act,
6 Labor Code section 2698 *et seq.*, that were or reasonably could have been brought in this Action based
7 on the facts alleged in the Third Amended Complaint, including but not limited to claims under Labor
8 Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 246(h), 510, 512(a), 558(a), 1174(d), 11821.12,
9 1194, 1197, 1197.1, 1198, 2802, and 2810.5 ("Settled Claims"). Aggrieved Employees, other than
10 Plaintiffs, will not be deemed to have released any individual wage and hour claims by virtue of this
11 Settlement.

12 27. Charges. The Plaintiffs are enjoined from filing any DLSE/DOL claims, or from
13 initiating other proceedings, regarding Settled Claims by this Settlement pending approval of the
14 Settlement Agreement by the approving court. Plaintiffs' Counsel further confirms that it is unaware of
15 any current or anticipated DLSE/DOL claims, or any claims whatsoever, from any Aggrieved
16 Employees.

17 28. No Public Disclosure. Plaintiffs, Defendants, and Plaintiffs' Counsel will not make any
18 public disclosure of the Settlement, except to the extent required by the PAGA statute, including and not
19 limited to Cal. Lab. Code section 2699(l)(1)-(4), but may refer to the settlement in adequacy of counsel
20 declarations/settlement filings in other actions. Plaintiffs, Defendants, and Plaintiffs' Counsel represent
21 that they have not made any such disclosure but for court filings. Notwithstanding the foregoing, the
22 Parties agree that Defendants may make such disclosures that in Defendants' judgment are required in
23 the ordinary course of business. Plaintiffs' Counsel will take all steps necessary to ensure that Plaintiffs
24 are aware of, and will encourage them to adhere to, the restriction against any public disclosure of the
25 Settlement. Plaintiffs' Counsel and Plaintiffs agree not to publicize the terms of this Settlement with the
26 media, including but not limited to, any newspaper, journal, magazine, website and/or on-line reporter of
27 settlements, except as directed by the approving court. Further, Plaintiffs' Counsel agree not to reflect
28 this settlement on any of its websites or in any other place of public disclosure other than documents filed

1 in a court of law.

2 29. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
3 herein will not be utilized to calculate any additional benefits under any benefit plans to which any
4 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
5 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
6 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
7 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

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

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

16 32. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
17 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
18 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such matters as may be
19 appropriate under court rules or as set forth in this Settlement.

20 33. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
21 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
22 on the Parties.

23 34. Amendment or Modification. This Settlement Agreement may be amended or modified
24 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
25 Parties.

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

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

7 36. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
8 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9 37. California Law Governs. All terms of this Settlement Agreement will be governed by
10 and interpreted according to the laws of the State of California.

11 38. Execution and Counterparts. This Settlement Agreement is subject only to the execution
12 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
13 executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and
14 scanned copies of the signature pages, will be deemed to be one and the same instrument.

15 39. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
16 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
17 Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that
18 they are each represented by competent counsel and that they have had an opportunity to consult with
19 their counsel regarding the fairness and reasonableness of this Settlement.

20 40. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
21 Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request
22 from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

23 41. Invalidity of Any Provision. Before declaring any provision of this Settlement
24 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
25 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
26 valid and enforceable.

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

1 provisions of this Settlement Agreement.

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

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

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

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

19 47. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
20 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
21 Settlement Agreement.

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

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 5/13/2019

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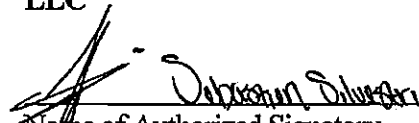
PLAINTIFF

Dated: _____

Mosaic Solomon

DEFENDANTS URGP, LLC, and URGP SFV, LLC

Dated: 5.8.19


Name of Authorized Signatory

APPROVED AS TO FORM

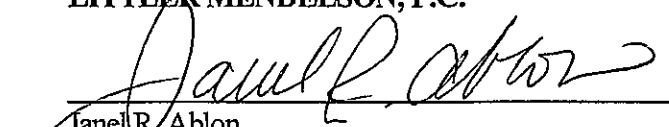
CAPSTONE LAW APC

Dated: _____

Raul Perez
Attorneys for Plaintiffs Roya Mousseau and Mosaic Solomon

LITTLER MENDELSON, P.C.

Dated: 5/9/19


Janel R. Ablon
Attorneys for Defendants URGP, LLC, and URGP SFV, LLC

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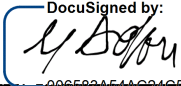
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Dated: _____

Roya Mousseau

PLAINTIFF

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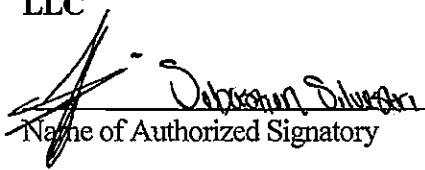
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Mosaic Solomon

Dated: 5/15/2019

DEFENDANTS URGP, LLC, and URGP SFV, LLC

Dated: 5.8.19


Name of Authorized Signatory

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CAPSTONE LAW APC

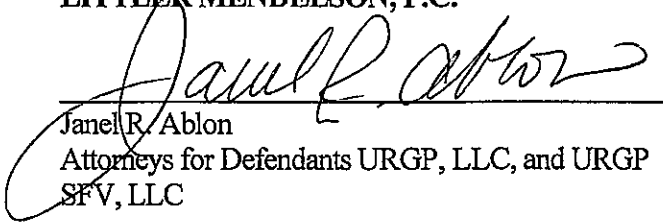
Dated: _____

Raul Perez

Attorneys for Plaintiffs Roya Mousseau and Mosaic Solomon

LITTLER MENDELSON, P.C.

Dated: 5/9/19


Janel R. Ablon
Attorneys for Defendants URGP, LLC, and URGP SFV, LLC

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PLAINTIFF

Dated: _____

Roya Mousseau

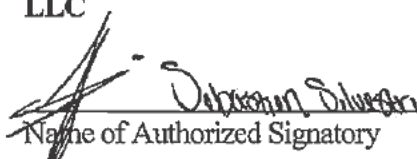
PLAINTIFF

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Mosaic Solomon

DEFENDANTS URGP, LLC, and URGP SFV, LLC

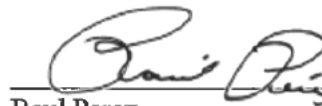
Dated: 5/8/19


Name of Authorized Signatory

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: May 9, 2019



Raul Perez

Attorneys for Plaintiffs Roya Mousseau and Mosaic Solomon

LITTLER MENDELSON, P.C.

Dated: 5/9/19

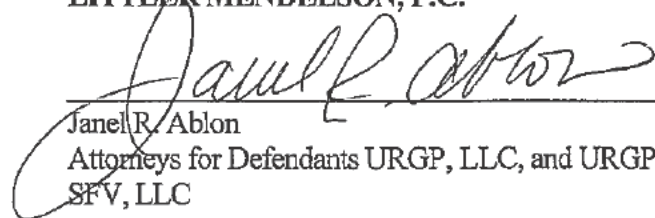

Janel R. Ablon
Attorneys for Defendants URGP, LLC, and URGP SFV, LLC

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment From *Alejandro Valenzuela v. URGP LLC*, No. BC622088 (Los Angeles County Superior Court)

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 *Alejandro Valenzuela v. URGP LLC*, No. BC622088 (Los Angeles County Superior Court) (the "Action").

The Action was filed against Defendants URGP, LLC, and URGP SFV, LLC (collectively, "Defendants") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The Action was brought by former employees of Defendants on behalf of the State of California and all alleged "aggrieved employees" of Defendants. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiffs in the Action claimed that Defendants owed civil penalties under PAGA for alleged violations of California Labor Code. Defendants deny that they did anything unlawful or that they owe any unpaid wages or penalties, and assert that they have fully complied with all applicable wage and hour laws. Nevertheless, to avoid further costs and time in defending the case, Defendants have settled the case, and the Court has approved the settlement and release of claims described below. By settling this case, Defendants are not admitting they have done anything wrong.

The Court has not ruled on the merits of the Action, but it has approved the settlement amount to be paid by Defendants in civil penalties. A portion of the civil penalty settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to the current and former employees who were allegedly affected by Defendants' wage-hour practices at issue in the case. In agreeing to this settlement, Defendants do not admit that they are liable in any way to its current or former employees for underpaid wages, nor any penalties.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You will not be retaliated against for cashing the check. It is entirely up to you if you cash your check or not. Checks that are not cashed within 120 days of mailing shall escheat to the State Controller's Office, Unclaimed Property Division. Regardless of what you do with this check, by law and Court order, your claims have been released, as set forth below.

This settlement resolves any and all claims for civil penalties recoverable under the California Private Attorneys General Act, Labor Code section 2698 *et seq.*, that were or reasonably could have been brought in this Action based on the facts alleged in the Third Amended Complaint, including but

not limited to claims under Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 246(h), 510, 512(a), 558(a), 1174(d), 11821.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Please Note: One hundred percent (100%) of your individual settlement payment under this settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You will receive appropriate tax forms pertaining to your payment.

You are not a party to this lawsuit, but you and the government will be bound by the judgment in this matter as to civil penalties. Please do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write the Settlement Administrator using the contact information at the top of this correspondence.

Very Truly Yours,

[Administrator]

Exhibit 2

Exhibit 3

FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. With over twenty seasoned attorneys, many formerly with prominent class action or defense firms, Capstone has the experience, resources, and expertise to successfully prosecute complex employment and consumer actions.

Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining over a hundred million dollars in recovery for employees and consumers. The firm's accomplishments include:

- In February, 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the prestigious *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshalls of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone attorneys successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- In April 2017, Capstone achieved a major victory for consumers in *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court held that: (1) the right to seek public injunctive relief under the state's consumer protection laws cannot be waived; and (2) that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public.
- Capstone served as class counsel in a number of significant wage and hour settlements, including \$12 million on behalf of a nationwide class of nonexempt tellers and personal bankers in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of non-exempt pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.).
- Capstone serves class counsel in a number of significant consumer actions, including *Falco v. Nissan N. Am. Inc.*, No. 13-00686 (C.D. Cal.) (certifying a class of owners/lessees of Nissan vehicles) and obtained final approval in *Vargas v. Ford Motor Co.*, No. 12-08388 (C.D. Cal.); *Chan v. Porsche Cars N.A., Inc.*, No. 15-2106 (D.N.J.); *Batista v. Nissan N.Am., Inc.*, No. 14-24728-RNS (S.D. Fla.); *Klee v. Nissan North America*, Case No. 12-08238 (C.D. Cal.); *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.); *Asghari v. Volkswagen Group of America*, No. 13-02529 (C.D. Cal.); *Aarons v. BMW of North America*, Case No. 11-7667 (C.D. Cal.); *Fernandez v. Home Depot U.S.A.*, No. 13-648 (C.D. Cal.), and *Ford v. CEC Entertainment*, No. 14-677 (S.D. Cal.), that have conferred benefits to class members valued in the hundreds of millions.

SUMMARY OF SIGNIFICANT SETTLEMENTS

In the past four years, Capstone has settled over 100 high-stakes class and representative actions totaling well over \$200 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program for nearly 2 million consumers valued at well over \$30 million;
- *Moore v. PetSmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

PROFESSIONAL BIOGRAPHIES

Partners

Rebecca Labat. Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

Raul Perez. Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

Melissa Grant. Melissa Grant is a partner at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions. The author of numerous successful motions for class certification, Ms. Grant is the lead or co-lead attorney on multiplied certified class actions currently on track for trial, representing over 140,000 California employees in pursuing their wage and hour claims. She is also at the forefront in developing the law on PAGA, including administrative exhaustion, standing, the nature of PAGA violations, the scope of discovery, and trials.

Prior to joining Capstone, Ms. Grant worked at the Securities and Exchange Commission as a staff attorney in the Enforcement Division, investigating ongoing violations of federal securities regulations and statutes and for Quinn Emanuel Urquhart & Sullivan, LLP, where she was an associate on the trial team that prosecuted the *Mattel v. Bratz* case. Ms. Grant began her legal career as a law clerk to the Honorable Harry Pregerson, Justice of the Ninth Circuit Court of Appeals before joining Sidley & Austin as an associate. She graduated from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review, and graduated *summa cum laude* and first in her class. Ms. Grant earned her undergraduate degree from Cornell University, where she received the JFK Public Service Award and the Outstanding Senior Award. Her published articles include: *Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review*, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: *Early Decisions on Commencement and Removal of Actions* (2006).

Ryan H. Wu. Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshall's of CA LLC)*, 3 Cal.5th 531 (2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He began his career litigating international commercial disputes and commercial actions governed by the Uniform Commercial Code. Mr. Wu is co-author of "*Williams v. Superior Court: Employees' Perspective*" and "*Iskanian v. CLS Transportation: Employees' Perspective*," both published in the *California Labor & Employment Law Review*.

Senior Counsel

Arnab Banerjee. Arnab Banerjee is a senior counsel with Capstone Law, where he leads one of the firm's litigation teams prosecuting employment and consumer class actions. Mr. Banerjee has spent the past eight

years focused on complex employment law cases, assisting in obtaining millions of dollars in recovery for employees. He focuses primarily on wage-and-hour class action litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations. Arnab has successfully certified several classes for claims meal and rest breaks, and off-the-clock work.

Arnab began his career at Latham & Watkins LLP where he handled a wide variety of business litigation matters ranging from white collar defense to environmental litigation. Arnab has also had experience representing employers and litigating on behalf of individual plaintiffs, focusing primarily on discrimination, wrongful termination, and sexual harassment cases. Arnab graduated from the University of Southern California Gould School of Law, where he served as an editor on the Interdisciplinary Law Journal. During law school, he also interned for the Department of Homeland Security. He received his undergraduate degrees from the University of California, Irvine, where he graduated cum laude and Phi Beta Kappa. Arnab is admitted to practice in California, before the United States District Court for the Northern, Eastern, and Central Districts of California, and before the United States Court of Appeals for the Ninth Circuit. He has been selected as one of Southern California's "Super Lawyers – Rising Star" since 2016.

Theresa Carroll. Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Theresa was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O'Donnell & Mandell litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Theresa received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

Liana Carter. Liana Carter is senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

Molley Desario. Molly DeSario is a senior counsel with Capstone Law, specializing in employment class action litigation. Molly's practice focuses primarily on wage-and-hour class action and Private Attorneys General Act litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work. Molly has experience briefing and arguing a multitude of dispositive motions in state and federal court and has successfully certified and settled

numerous classes for claims such as exempt misclassifications, unpaid wages, missed meal and rest breaks, and unreimbursed business expenses.

Molly began her career as a general practice litigation associate with Sandler & Mercer in Rockville, Maryland, handling a wide range of civil and criminal matters. Since 2005, Molly has primarily litigated class action cases and, for the last seven years, has focused on representing employees and consumers in class and collective actions across California and the nation, helping them recover millions of dollars in unpaid wages, restitution, and penalties. Molly graduated from Northeastern University School of Law in 2002. During law school, she interned for the U.S. Attorney's Office in Boston, Massachusetts, and the Honorable Paul L. Friedman at the U.S. District Court for the District of Columbia. She received her undergraduate degree in Marketing and International Business from the University of Cincinnati, where she graduated *summa cum laude*.

Robert Drexler. Robert Drexler is senior counsel with Capstone Law where he leads one of the firm's litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance cases. Mr. Drexler has been selected as one of Southern California's "Super Lawyers" every year from 2009 through 2015.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the Case Western Reserve Law Review and authored *Defective Prosthetic Devices: Strict Tort Liability for the Hospital?* 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at Ohio State University where he graduated *cum laude*. Mr. Drexler is a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC's Forum Magazine and The Daily Journal. Mr. Drexler was named a "Super Lawyer" in 2017.

Robert Friedl. Robert Friedl is senior counsel at Capstone, where he devotes most of his time to the briefing and litigation strategy of consumer protection cases. Mr. Friedl has over 20 years of experience representing plaintiffs and defendants in consumer class actions, insurance coverage and defense, employment law, and personal injury. His lengthy service as an appellate attorney has yielded several published cases, including successful outcomes in *Goldstein v. Ralphs*, 122 Cal. App. 4th 229 (2004), *Morgan v. AT&T*, 177 Cal. App. 4th 1235 (2009), and *Hecimovich v. Encinal School Parent Teacher Organization*, 203 Cal. App. 4th 450 (2012). At Capstone, Mr. Friedl was responsible for the appellate win in *Grant v. Unifund CCR, LLC*, 577 Fed. Appx. 693 (9th Cir. 2014).

Prior to joining Capstone, Mr. Friedl was a partner at civil litigation boutique, where he handled the firm's most complex briefing. He is a graduate of the University of Connecticut, and received his law degree from Southwestern School of Law, where he earned an American Jurisprudence Book Award.

Jamie Greene. Jamie Greene is senior counsel at Capstone where she evaluates potential new cases, develops new claims, and manages client relations. Well-versed in wage and hour law and federal and state consumer protection statutes, Ms. Greene supervises the pre-litigation phase for all cases, including

investigation, analysis, and client consultation. Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury, construction defect, consumer protection, and privacy law. She is a graduate of the University of Southern California Gould School of Law and earned her bachelor's degree from Scripps College in Claremont, California. She is an active member of the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills, Los Angeles County, and Santa Monica Bar Associations.

Mark A. Ozzello. Mark A. Ozzello is a senior counsel with Capstone Law, where he leads the firm's consumer team. He is a nationally recognized and respected consumer and employment attorney who has litigated those issues throughout the country. Mark has always been at the forefront of consumer rights, sitting on the Board of Governors for the Consumer Attorneys of California and regularly appearing as a featured speaker on consumer rights issues nationwide.

Mark is a former partner of Arias Ozzello & Gignac and, most recently, was Of Counsel to Markun Zusman Freniere & Compton, LLP. In his capacity as a litigator, he has obtained results for his clients in excess of \$200 million dollars. Mark has also achieved consistent success in the California Courts of Appeal, and several judicial opinions regularly cite to his matters as authority for class certification issues. He has also argued appellate issues in several Circuit Courts of Appeals with great success. Mark attended Pepperdine University School of Law where he was an Editor to the Law Review, publishing several articles during his tenure in that capacity. He received his undergraduate degree from Georgetown University.

Mark has always strived to be an integral part of local communities. He has established educational scholarship programs at several charitable organizations, including El Centro De Amistad in Los Angeles and St. Bonaventure Indian Mission and School in Thoreau, New Mexico, and presides over a legal clinic in Los Angeles which provides pro bono legal assistance to non-English speaking individuals. Mark is admitted to practice in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California and the United States Court of Appeals for the Eighth and Ninth Circuits.

Bevin Allen Pike. Bevin Allen Pike is a senior counsel with Capstone Law where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

Eduardo Santos. Eduardo Santos is a senior counsel at Capstone Law, concentrating his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over \$100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement. He is admitted to practice law in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

John Stobart. John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. John has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, John was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

Orlando Villalba. Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone, Orlando began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Orlando graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor's degree in International Business from the University of Southern California.

Orlando is admitted to practice in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California and the United States Court of Appeals for the Ninth Circuit.

Tarek Zohdy. An associate with Capstone, Tarek Zohdy litigates automotive defect class actions, along with other consumer class actions for breach of warranty and consumer fraud. At Capstone, he has worked on several large-scale automotive class action settlements that have provided significant relief to thousands of defrauded car owners. Before joining Capstone, Mr. Zohdy spent several years representing individual consumers in their actions against automobile manufacturers and dealerships for breaches of express and implied warranties pursuant to the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, commonly referred to together as "Lemon Law." He also handled fraudulent misrepresentation and

omission cases pursuant to the Consumers Legal Remedies Act. Mr. Zohdy graduated from Louisiana State University *magna cum laude* in 2003, and Boston University School of Law in 2006, where he was a member of the criminal clinic representing underprivileged criminal defendants.

Associates

Ari Bassar. Ari Bassar is an associate with Capstone Law, where his practice focuses on litigating complex wage-and-hour class actions and PAGA representative actions. Prior to joining Capstone, Mr. Bassar litigated consumer fraud, antitrust, product defect, securities, and employment class actions at several prominent plaintiffs' firms. Mr. Bassar earned his Juris Doctor from Santa Clara University School of Law, where he spent his summers as a Bar Certified Law Clerk in the Economic Crimes Unit of the Santa Clara County Office of the District Attorney. He received dual-degrees in Economics and Psychology from the University of California, San Diego. He is admitted to practice law in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California and is a contributing author to the Competition Law Journal, the official publication of the Antitrust, UCL, and Privacy Section of the State Bar of California. His publications have examined trends in employment and antitrust litigation and the regulatory authority of the Federal Trade Commission.

Jordan Carlson. Jordan Carlson is an associate with Capstone Law. His practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. Mr. Carlson began his career as an associate at a civil litigation firm where he handled a wide variety of matters including environmental contamination defense, bad faith insurance litigation, wrongful death, employment, real estate, and business litigation. He graduated from Whittier Law School in 2013. While attending law school, he served as a Summer Associate for the California Department of Justice. Mr. Carlson earned his bachelor's degree from Boston University where he graduated cum laude and is admitted to practice law in California and before the United States District Court for the Central District of California.

Anthony Castillo. Anthony Castillo is an associate with Capstone Law. His practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues. Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

Joseph Hakakian. Joseph Hakakian is an associate with Capstone Law. His practice focuses on prosecuting wage-and-hour class and representative actions in state and federal court. Prior to joining Capstone Law, Joseph served as a summer clerk for Mark Ozzello at Markun Zusman Freniere & Compton, LLP, working on various actions including wage-and-hour claims, unpaid overtime, false advertising, and unfair competition. Joseph graduated from UCLA School of Law, with a business law specialization, where he served as a staff editor for the Journal of Environmental Law and Policy and worked as a law clerk with the Consumer Protection Division of the Los Angeles District Attorney's Office. Prior to attending law school, Joseph received his undergraduate degree from University of California, Los Angeles, in 2013, where he graduated summa cum laude, Dean's Honor List, and College Honors, and received scholastic achievement

awards from Golden Key Honor Society and Phi Alpha Theta Honor Society. Joseph is an active member of the Consumer Attorneys Association of Los Angeles (CAALA), Consumer Attorneys of California (CAOC), and Beverly Hills, Los Angeles County, and Santa Monica Bar Associations. He is admitted to practice law in California and before the United States District Court for the Northern, Eastern, and Central Districts of California and the United States Court of Appeals for the Ninth Circuit.

Robin Hall. Robin Hall is an associate with Capstone Law, where she heads the firm's research department. Ms. Hall assists in pre-litigation investigation of employment and consumer statutory claims, and handles complex research projects. A founding editor of the Impact Litigation Journal (ILJ), Ms. Hall has authored numerous articles on emerging legal issues published on ILJ. Ms. Hall began her career and received her training as an associate at Baker & Hostetler LLP, where she represented Fortune 500 companies in labor and employment litigation, including class actions. She attended Indiana University's Maurer School of Law, where she graduated *cum laude* in 2007. During law school, Ms. Hall served as Editor-in-Chief of the Indiana Journal of Global Legal Studies and Director of the Inmate Legal Assistance Clinic. She received her undergraduate degree from the University of Missouri and is admitted to practice law in California.

Ariel Harman-Holmes. Ariel Harman-Holmes is an associate at Capstone Law. Her practice is focused on wage-and-hour class and PAGA representative actions. She began her career in New Orleans as a public defender, and then founded her own firm handling appeals and plaintiff-side insurance matters. After relocating to California, until just prior to joining Capstone, Ariel worked for The Rudd Law Firm where her practice involved intellectual property, commercial disputes, and torts. Ariel is a graduate of New York University and Cornell Law School, where she obtained her Juris Doctor in 2007.

Jonathan Lee. An associate with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California. Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

Trisha Monesi. Trisha Monesi is an associate with Capstone. Her practice focuses on prosecuting consumer class actions in state and federal court. Trisha graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations. She is an active member of the Women Lawyers Association of Los Angeles, and the Los Angeles County and Beverly Hills Bar Associations. Trisha is admitted to practice law in California and before the United States District Court for the Northern, Eastern, and Central Districts of California.

Cody Padgett. An associate with Capstone, Cody Padgett's practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. He handles consumer cases at all stages of litigation, and has contributed to major settlements of automobile defect actions valued in the tens of millions. Prior to joining Capstone Law, Mr. Padgett was a certified legal intern with the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California

Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*.

Mao Shiokura. Mao Shiokura is an associate with Capstone. Her practice focuses on identifying, analyzing, and developing new wage-and-hour and consumer claims, including violations of the Fair Credit Reporting Act, Consumers Legal Remedies Act, False Advertising Law, and Unfair Competition Law. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships. Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

Brooke Waldrop. Brooke Waldrop is an associate with Capstone Law. Her practice focuses on the pre-litigation analysis of wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work. Brooke graduated from University of Utah S.J. Quinney College of Law in 2008, where she was a member of Extra Muros, an international law journal and think tank. During law school, she volunteered and clerked for the Disability Law Center, International Rights Advocates in Washington, D.C., the Utah Crime Victims Legal Center, and the Utah Council for Victims of Crime. After law school, Brooke obtained an MFA at USC's School of Cinematic Arts Writing for Screen and Television program where she was also awarded the prestigious Annenberg Fellowship. Before joining Capstone as an associate, she worked at Capstone as a contract attorney and settled a copyright infringement suit for a commercially-successful property. She earned her undergraduate degree from Westminster College of Salt Lake, majoring in Political Studies with an emphasis in Philosophy, and minoring in Theater, where she graduated summa cum laude.

OUTREACH AND EDUCATION

To increase public awareness about the issues affecting class action and other representative litigation in the consumer and employment areas, Capstone publishes the Impact Litigation Journal (www.impactlitigation.com). Readers have access to news bulletins, op-ed pieces, and legal resources. By taking advantage of social media, Capstone hopes to spread the word about consumer protection and employee rights to a larger audience than has typically been reached by traditional print sources, and to thereby contribute to the enforcement of California's consumer and workplace protection laws.

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8 Attorneys for Plaintiffs Roya Mousseau and Mosaic Solomon

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11
12 ALEJANDRO VALENZUELA, MOSAIC
13 SOLOMON, and ROYA MOUSSEAU, as
aggrieved employees pursuant to the Private
14 Attorneys General Act ("PAGA"),

15 Plaintiff,

16 vs.

17 URGP, LLC, a California limited liability
company; A.F. RESTAURANT
18 CONSULTING GROUP, INC., a California
corporation; COMESA 92626, LLC, a
California limited liability company; RAIDER
19 94612, LLC, a California limited liability
company; ROSEY SPOT 91105, LLC, a
California limited liability company; TALK
20 SHOW 91505, LLC, a California limited
liability company; TOAKS 91362, LLC, a
California limited liability company; U-KO
21 GROVE, LLC, a California limited liability
company; UMAMI BURGER ANAHEIM,
22 LLC, a California limited liability company;
UMAMI BURGER HOLLYWOOD
23 RESTAURANT, LLC, a California limited
liability company; UMAMI BURGER
24 HOLLYWOOD, LLC, a California limited
liability company; UMAMI BURGER
25 LICENSING USA, LLC, a Delaware limited
liability company; UMAMI BURGER SANTA
26 MONICA, LLC, a California limited liability
company; UMAMI BURGER SF, LLC, a
27 Delaware limited liability company; UMAMI
28

Case No. BC622088

**DECLARATION OF MOSAIC SOLOMON IN
SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT**

Date: July 9, 2019
Time: 8:30 a.m.
Place: Department 15

Complaint Filed: May 31, 2016

RES ID: 657439104767

BURGER URBAN JUNGLE, LLC, a California limited liability company; UMAMI BURGER VALLI, LLC, a California limited liability company; UMAMI BURGER, LLC, a California limited liability company; UMAMI HERMOSA, LLC, a California limited liability company; UMAMI LAGUNA, LLC, a California limited liability company; UMAMI RESTAURANT GROUP, LLC, a Delaware limited liability company; UMAMICATESSEN, LLC, a California limited liability company; UMAMICATESSEN HOLDINGS, LLC, a Delaware limited liability company; UMAMI-LEVITY, LLC, a California limited liability company; URGP SFV, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

DECLARATION OF MOSAIC SOLOMON

I, Mosaic Solomon, hereby declare as follows:

1. I am over eighteen years old and unless the context indicates otherwise, I have personal knowledge of the following facts and if called as a witness, I could and would testify competently to them. I am a Plaintiff in the above-captioned action. I make this declaration in support of the Motion for Court Approval of the Parties' PAGA Settlement.

2. I was employed by Defendants as an hourly-paid, non-exempt Line Cook. I worked at Defendants' Umami Burger restaurant location in Burbank, California. I decided to join this lawsuit to redress employment-related grievances that I had against Defendants for their failure to comply with certain requirements of the California Labor Code, which I believed impacted not only myself, but all the other employees I worked with during my employment.

3. Prior to joining the action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendants.¹ During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as a representative Plaintiff in a PAGA action.

4. I also understood the risks of litigation, including being potentially liable for Defendants' costs if the lawsuit were unsuccessful, that the lawsuit could continue for several years requiring significant time and expense, and that it would be public knowledge to other potential employers that I was involved in a PAGA action against a former employer. Notwithstanding, I was willing to serve as a PAGA representative because I believed Defendants had unlawful wage and hour policies/practices.

5. My attorneys provided me with a draft of the First Amended Complaint ("FAC") for my review and approval. I closely reviewed the FAC to ensure accuracy and completeness, and my attorneys filed the FAC only after I had approved its content.

6. Following the filing of the FAC on November 8, 2016, I collaborated with my attorneys

¹ Although the preservation of my attorney-client privilege requires that I refrain from revealing the specifics of my communications with my attorneys, I understand that the privilege is not waived by stating generally the matters that I have discussed with my attorneys.

1 on the prosecution of my claims, provided additional facts and information to assist my attorneys in the
2 litigating the claims, and responded to my attorneys' questions. Throughout the case's pendency, I
3 remained in regular contact with my attorneys to stay apprised of the status of the litigation.

4 7. I worked closely with my attorneys during the discovery phase of the litigation, and in
5 particular, I spent considerable time working with my attorneys to prepare responses to Defendants'
6 discovery requests, including special interrogatories and document requests. I also answered any
7 questions my attorneys had stemming from Defendants' production of company documents.

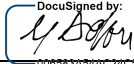
8 8. Defendants' counsel took my deposition on March 1, 2017. Prior to my deposition, I
9 conferred with my attorneys to prepare and to learn more about the deposition process. Following my
10 deposition, I carefully reviewed the deposition transcript to ensure that my testimony was properly and
11 accurately recorded.

12 9. I have carefully reviewed the terms of the proposed settlement and long-form settlement
13 agreement. My attorneys explained the specifics of how the settlement would work and I accepted the
14 settlement only after I had spent time evaluating the proposed outcome to assure that it was fair. Based
15 on my attorneys' evaluation and recommendation, and my own review, I believe the settlement is fair
16 and reasonable.

17 10. In summary, over the course of this litigation I have spent a significant amount of time
18 conferring and working with my attorneys on the prosecution of my claims and discovery, and
19 evaluating the settlement. I estimate that I have spent between 50 and 55 hours assisting my attorneys in
20 the prosecution of this lawsuit.

21 11. I believe my negotiated General Release Payment is reasonable compensation for the
22 general release that I am required to provide Defendants as a condition of settlement. This general release
23 requires me to waive *all* claims that I may have arising out of my employment, and is considerably
24 broader than the Settled Claims.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing is
26 true and correct. Executed on 6/12/2019 at Los Angeles, California.

27 
28 Mosaic Solomon

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Raul.Perez@capstonelawyers.com
2 Arnab Banerjee (SBN 252618)
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8 Attorneys for Plaintiffs Roya Mousseau and Mosaic Solomon

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11
12 ALEJANDRO VALENZUELA, MOSAIC
13 SOLOMON, and ROYA MOUSSEAU, as
aggrieved employees pursuant to the Private
14 Attorneys General Act ("PAGA"),

15 Plaintiff,

16 vs.

17 URGP, LLC, a California limited liability
company; A.F. RESTAURANT
18 CONSULTING GROUP, INC., a California
corporation; COMESA 92626, LLC, a
California limited liability company; RAIDER
19 94612, LLC, a California limited liability
company; ROSEY SPOT 91105, LLC, a
California limited liability company; TALK
20 SHOW 91505, LLC, a California limited
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California limited liability company; U-KO
21 GROVE, LLC, a California limited liability
company; UMAMI BURGER ANAHEIM,
22 LLC, a California limited liability company;
UMAMI BURGER HOLLYWOOD
23 RESTAURANT, LLC, a California limited
liability company; UMAMI BURGER
24 HOLLYWOOD, LLC, a California limited
liability company; UMAMI BURGER
25 LICENSING USA, LLC, a Delaware limited
liability company; UMAMI BURGER SANTA
26 MONICA, LLC, a California limited liability
company; UMAMI BURGER SF, LLC, a
27 Delaware limited liability company; UMAMI
28

Case No. BC622088

**DECLARATION OF ROYA MOUSSEAU IN
SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT**

Date: July 9, 2019
Time: 8:30 a.m.
Place: Department 15

Complaint Filed: May 31, 2016

RES ID: 657439104767

BURGER URBAN JUNGLE, LLC, a California limited liability company; UMAMI BURGER VALLI, LLC, a California limited liability company; UMAMI BURGER, LLC, a California limited liability company; UMAMI HERMOSA, LLC, a California limited liability company; UMAMI LAGUNA, LLC, a California limited liability company; UMAMI RESTAURANT GROUP, LLC, a Delaware limited liability company; UMAMICATESSEN, LLC, a California limited liability company; UMAMICATESSEN HOLDINGS, LLC, a Delaware limited liability company; UMAMI-LEVITY, LLC, a California limited liability company; URGP SFV, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

DECLARATION OF ROYA MOUSSEAU

I, Roya Mousseau, hereby declare as follows:

1. I am over eighteen years old and unless the context indicates otherwise, I have personal knowledge of the following facts and if called as a witness, I could and would testify competently to them. I am a Plaintiff in the above-captioned action. I make this declaration in support of the Motion for Court Approval of the Parties' PAGA Settlement.

2. I was employed by Defendants as an hourly-paid, non-exempt Server from about October 2015 to April 2017. I worked at Defendants' Umami Burger restaurant location in Anaheim, California. I decided to join this lawsuit to redress employment-related grievances that I had against Defendants for their failure to comply with certain requirements of the California Labor Code, which I believed impacted not only myself, but all the other employees I worked with during my employment.

3. Prior to joining the action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendants.¹ During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as a representative Plaintiff in a PAGA action.

4. I also understood the risks of litigation, including being potentially liable for Defendants' costs if the lawsuit were unsuccessful, that the lawsuit could continue for several years requiring significant time and expense, and that it would be public knowledge to other potential employers that I was involved in a PAGA action against a former employer. Notwithstanding, I was willing to serve as a PAGA representative because I believed Defendants had unlawful wage and hour policies/practices.

5. My attorneys provided me with a draft of the Second Amended Complaint ("SAC") for my review and approval. I closely reviewed the SAC to ensure accuracy and completeness, and my attorneys filed the SAC only after I had approved its content.

6. Following the filing of the SAC on July 28, 2017, I collaborated with my attorneys on

¹ Although the preservation of my attorney-client privilege requires that I refrain from revealing the specifics of my communications with my attorneys, I understand that the privilege is not waived by stating generally the matters that I have discussed with my attorneys.

1 the prosecution of my claims, provided additional facts and information to assist my attorneys in the
2 litigating the claims, and responded to my attorneys' questions. Throughout the case's pendency, I
3 remained in regular contact with my attorneys to stay apprised of the status of the litigation.

4 7. I worked closely with my attorneys during the discovery phase of the litigation, and in
5 particular, I spent considerable time working with my attorneys to prepare responses to Defendants'
6 discovery requests, including special interrogatories and document requests. I also answered any
7 questions my attorneys had stemming from Defendants' production of company documents.

8 8. Defendants' counsel took my deposition on February 21, 2018. Prior to my deposition, I
9 conferred with my attorneys to prepare and to learn more about the deposition process. Following my
10 deposition, I carefully reviewed the deposition transcript to ensure that my testimony was properly and
11 accurately recorded.

12 9. I have carefully reviewed the terms of the proposed settlement and long-form settlement
13 agreement. My attorneys explained the specifics of how the settlement would work and I accepted the
14 settlement only after I had spent time evaluating the proposed outcome to assure that it was fair. Based
15 on my attorneys' evaluation and recommendation, and my own review, I believe the settlement is fair
16 and reasonable.

17 10. In summary, over the course of this litigation I have spent a significant amount of time
18 conferring and working with my attorneys on the prosecution of my claims and discovery, and
19 evaluating the settlement. I estimate that I have spent between 55 and 60 hours assisting my attorneys in
20 the prosecution of this lawsuit.

21 11. I believe my negotiated General Release Payment is reasonable compensation for the
22 general release that I am required to provide Defendants as a condition of settlement. This general release
23 requires me to waive *all* claims that I may have arising out of my employment, and is considerably
24 broader than the Settled Claims.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing is
26 true and correct. Executed on 6/12/2019 at Covina, California.

27 DocuSigned by: Roya Mousseau
28 26C673B56A80415...
Roya Mousseau

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Arbab Banerjee (SBN 252618)
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Attorneys for Plaintiffs Roya Mousseau and Mosaic Solomon

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALEJANDRO VALENZUELA, MOSAIC
SOLOMON, and ROYA MOUSSEAU, as
aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

URGP, LLC, a California limited liability
company; A.F. RESTAURANT
CONSULTING GROUP, INC., a California
corporation; COMESA 92626, LLC, a
California limited liability company; RAIDER
94612, LLC, a California limited liability
company; ROSEY SPOT 91105, LLC, a
California limited liability company; TALK
SHOW 91505, LLC, a California limited
liability company; TOAKS 91362, LLC, a
California limited liability company; U-KO
GROVE, LLC, a California limited liability
company; UMAMI BURGER ANAHEIM,
LLC, a California limited liability company;
UMAMI BURGER HOLLYWOOD
RESTAURANT, LLC, a California limited
liability company; UMAMI BURGER
HOLLYWOOD, LLC, a California limited
liability company; UMAMI BURGER
LICENSING USA, LLC, a Delaware limited
liability company; UMAMI BURGER SANTA
MONICA, LLC, a California limited liability
company; UMAMI BURGER SF, LLC, a
Delaware limited liability company; UMAMI

Case No. BC622088

**DECLARATION OF JANEL R. ABLON,
DEFENSE COUNSEL, IN SUPPORT OF
MOTION FOR COURT APPROVAL OF THE
PARTIES' PAGA SETTLEMENT**

Date: July 9, 2019
Time: 8:30 a.m.
Place: Department 15

Complaint Filed:

RES ID: 657439104767

1 BURGER URBAN JUNGLE, LLC, a
2 California limited liability company; UMAMI
3 BURGER VALLI, LLC, a California limited
4 liability company; UMAMI BURGER, LLC, a
5 California limited liability company; UMAMI
6 HERMOSA, LLC, a California limited liability
7 company; UMAMI LAGUNA, LLC, a
8 California limited liability company; UMAMI
9 RESTAURANT GROUP, LLC, a Delaware
10 limited liability company;
11 UMAMICATESSEN, LLC, a California limited
12 liability company; UMAMICATESSEN
13 HOLDINGS, LLC, a Delaware limited liability
14 company; UMAMI-LEVITY, LLC, a California
15 limited liability company; URGP SFV, LLC, a
16 California limited liability company; and DOES
17 1 through 10, inclusive,

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Defendants.

DECLARATION OF JANEL R. ABLON

I, Janel R. Ablon, declare as follows:

1. I am Special Counsel with Littler Mendelson, P.C., counsel of record for Defendants URGP, LLC and URGP SFV, LLC (“Defendants”), in connection with the above-captioned matter. I am licensed to practice before the courts of the State of California. I am familiar with the correspondence, pleadings and settlement papers on file in this action. As requested by this Court, I make this declaration in support of Plaintiffs’ motion for court approval of the parties’ PAGA settlement. Unless otherwise stated, all of the information in this declaration is based upon my personal knowledge, and if called as a witness I could and would competently testify thereto.

2. Defendants have aggressively defended themselves against Plaintiffs’ allegations for nearly three years because Defendants maintain that their wage and hour policies covering its nonexempt restaurant work force – the putative PAGA members here – are fully compliant with the Labor Code, the Wage Orders and California law generally.

3. Indeed, Defendants’ summary judgment motions on behalf of both Defendants were on file at the time the parties mediated and eventually settled this action. Defendants felt reasonably confident that their summary judgment motions would be successful and, if not, that they would prevail at the bench trial. Nonetheless, in the interest of avoiding future costly litigation and inevitable uncertainties, Defendants agreed to settle.

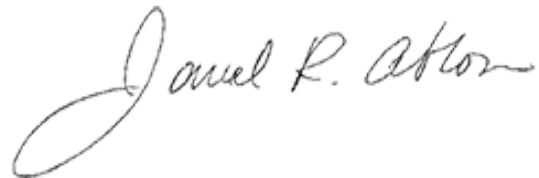
4. Although Defendants have no plans to modify any of their policies, and therefore agreed only to a money settlement to avoid further litigation, occasional and unintentional mistakes may be made, as is common with any large enterprise, particularly one operating 16 restaurants in California with numerous employees and managers and a high-level of turnover. While such errors are unquestionably the exception, Defendant hereby warrants that it will continue to be vigilant to ensure that all of its nonexempt work force are relieved of work for their meal and rest periods in a timely fashion, and that these breaks are uninterrupted. However, if an interruption were to occur, or an employee was unable to take a break due to business needs or a break started late or was cut short, Defendants will continue to ensure that

1 the worker is compensated with an extra hour of premium pay for that missed break, as has been
2 and continues to be company practice.

3 5. Furthermore, Defendants will continue to promote an open-door policy,
4 encouraging its employees to submit any concerns or complaints to their supervisors and/or
5 Human Resources.

6 I declare under penalty of perjury under the laws of the State of California and the
7 United States of America that the foregoing is true and correct.

8 Executed this 30 day of May, 2018, at Los Angeles, California.

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JANEL R. ABLON

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Attorneys for Plaintiffs Roya Mousseau and Mosaic Solomon

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ALEJANDRO VALENZUELA, MOSAIC
SOLOMON, and ROYA MOUSSEAU, as
aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

URGP, LLC, a California limited liability
company; A.F. RESTAURANT
CONSULTING GROUP, INC., a California
corporation; COMESA 92626, LLC, a
California limited liability company; RAIDER
94612, LLC, a California limited liability
company; ROSEY SPOT 91105, LLC, a
California limited liability company; TALK
SHOW 91505, LLC, a California limited
liability company; TOAKS 91362, LLC, a
California limited liability company; U-KO
GROVE, LLC, a California limited liability
company; UMAMI BURGER ANAHEIM,
LLC, a California limited liability company;
UMAMI BURGER HOLLYWOOD
RESTAURANT, LLC, a California limited
liability company; UMAMI BURGER
HOLLYWOOD, LLC, a California limited
liability company; UMAMI BURGER
LICENSING USA, LLC, a Delaware limited
liability company; UMAMI BURGER SANTA
MONICA, LLC, a California limited liability
company; UMAMI BURGER SF, LLC, a

Case No. BC622088

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT AGREEMENT**

Date: July 9, 2019
Time: 8:30 a.m.
Place: Department 15

Complaint Filed: May 31, 2016

RES ID: 657439104767

Delaware limited liability company; UMAMI
BURGER URBAN JUNGLE, LLC, a
California limited liability company; UMAMI
BURGER VALLI, LLC, a California limited
liability company; UMAMI BURGER, LLC, a
California limited liability company; UMAMI
HERMOSA, LLC, a California limited liability
company; UMAMI LAGUNA, LLC, a
California limited liability company; UMAMI
RESTAURANT GROUP, LLC, a Delaware
limited liability company;
UMAMICATESSEN, LLC, a California limited
liability company; UMAMICATESSEN
HOLDINGS, LLC, a Delaware limited liability
company; UMAMI-LEVITY, LLC, a California
limited liability company; URGF SFV, LLC, a
California limited liability company; and DOES
1 through 10, inclusive,

Defendants.

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Hon. Richard L. Fruin
Los Angeles County Superior Court

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8 Attorneys for Plaintiffs Roya Mousseau and Mosaic Solomon

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11
12 ALEJANDRO VALENZUELA, MOSAIC
13 SOLOMON, and ROYA MOUSSEAU, as
aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA"),

14 Plaintiff,

15 vs.

16 URGP, LLC, a California limited liability
17 company; A.F. RESTAURANT
CONSULTING GROUP, INC., a California
18 corporation; COMESA 92626, LLC, a
California limited liability company; RAIDER
19 94612, LLC, a California limited liability
company; ROSEY SPOT 91105, LLC, a
20 California limited liability company; TALK
SHOW 91505, LLC, a California limited
21 liability company; TOAKS 91362, LLC, a
California limited liability company; U-KO
22 GROVE, LLC, a California limited liability
company; UMAMI BURGER ANAHEIM,
23 LLC, a California limited liability company;
UMAMI BURGER HOLLYWOOD
24 RESTAURANT, LLC, a California limited
liability company; UMAMI BURGER
25 HOLLYWOOD, LLC, a California limited
liability company; UMAMI BURGER
26 LICENSING USA, LLC, a Delaware limited
liability company; UMAMI BURGER SANTA
27 MONICA, LLC, a California limited liability
company; UMAMI BURGER SF, LLC, a
28 Delaware limited liability company; UMAMI

Case No. BC622088

[PROPOSED] JUDGMENT

BURGER URBAN JUNGLE, LLC, a California limited liability company; UMAMI BURGER VALLI, LLC, a California limited liability company; UMAMI BURGER, LLC, a California limited liability company; UMAMI HERMOSA, LLC, a California limited liability company; UMAMI LAGUNA, LLC, a California limited liability company; UMAMI RESTAURANT GROUP, LLC, a Delaware limited liability company; UMAMICATESSEN, LLC, a California limited liability company; UMAMICATESSEN HOLDINGS, LLC, a Delaware limited liability company; UMAMI-LEVITY, LLC, a California limited liability company; URGP SFV, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

1 **JUDGMENT**

2 Pursuant to the Order Approving PAGA Settlement Agreement (the "Order"), it is hereby
3 **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the terms of the Order and the
5 Parties' PAGA Settlement Agreement. Unless otherwise provided herein, all capitalized terms used
6 herein shall have the same meaning as defined by the Parties' PAGA Settlement Agreement.

7 2. This Judgment shall be binding on all Aggrieved Employees and the State of California,
8 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims. *See Arias v.*
9 *Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action brought
10 by an aggrieved employee under PAGA is binding not only on the named employee plaintiff but also on
11 state labor law enforcement agencies and any aggrieved employee not a party to the proceeding).

12 3. Without affecting the finality of the Judgment, the Court shall retain exclusive and
13 continuing jurisdiction over the above-captioned action and the parties for purposes of enforcing the
14 terms of the Judgment entered herein.

15 4. Neither this Judgment, the Order, the Parties' PAGA Settlement Agreement, any
16 document referred to herein, any exhibit to any document referred to herein, any action taken to carry out
17 the settlement, nor any negotiations or proceedings related to the settlement are to be construed as, or
18 deemed to be evidence of, or an admission or concession with regard to, the denials or defenses of
19 Defendant (or any settling party), and shall not be offered in evidence in any proceeding against the
20 Parties hereto in any Court, administrative agency, or other tribunal for any purpose whatsoever other
21 than to enforce the provisions of the Order and Judgment.

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23 **IT IS SO ORDERED.**

24
25 Date _____

26 Hon. Richard L. Fruin
27 Los Angeles County Superior Court
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