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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN DIEGO**

11 MYIAH DORADO, as an aggrieved employee
pursuant to the Private Attorneys General Act
12 (“PAGA”), on behalf of the State of California
and other non-party Aggrieved Employees,

13 Plaintiff,

14 vs.

15 FMS RESTAURANTS INC., a California
16 corporation; FMS MANAGEMENT, a
California corporation; and DOES 1 through 10,
17 inclusive,

18 Defendants.

Case No. 37-2023-00002723-CU-OE-CTL

Assigned to the Hon. Wendy M. Behan

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

Date: December 5, 2025

Time: 10:15 a.m.

Place: Department C-66

Complaint Filed: July 19, 2022

Trial Date: None Set

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

2 **PLEASE TAKE NOTICE** that on December 5, 2025, at 10:15 a.m., or as soon thereafter as
3 counsel may be heard, in Department C-66 of the above-captioned court, located at 330 W. Broadway,
4 San Diego, California 92101, the Honorable Wendy M. Behan presiding, Plaintiff Myiah Dorado will,
5 and hereby does, move this Court for entry of an order and judgment approving the Parties' PAGA
6 settlement pursuant to Labor Code section 2699(l)(2).¹

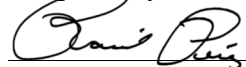
7 This Motion is based upon: (1) this Notice of Motion and Motion; (2) the Memorandum of
8 Points and Authorities in Support of Motion for Court Approval of the PAGA Settlement; (3) the
9 Declaration of Raul Perez, which attaches the PAGA Settlement Agreement; (4) the Declaration of
10 Myiah Dorado;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

13 As this Motion is unopposed, Plaintiff respectfully requests relief from the page limit
14 requirement set by California Rules of Court, Rule 3.1113(d).

15
16 Dated: November 10, 2025

Respectfully submitted,

17 By: _____


18 Raul Perez
19 Roxanna Tabatabaeepour
20 Ryan Tish
21 Alexander Wallin
22 **CAPSTONE LAW APC**

23 Attorney for Plaintiff Myiah Dorado
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25
26
27

28 ¹ All references to Labor Code sections 2699, *et seq.* are to the PAGA statute in effect at the time
the Action was filed (July 19, 2022).

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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”), Plaintiff Myiah Dorado (“Plaintiff”) seeks Court approval of the settlement of her claim for PAGA civil penalties with Defendants FMS Restaurants, Inc. and FMS Management (“Defendants”) (collectively with Plaintiff, the “Parties”). The total amount of the settlement for this hard-fought litigation is \$1,140,000.

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). In *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021), the Court of Appeal explained that similar to class action settlements, the trial court should satisfy itself that the settlement is “fair, adequate, and reasonable” in view of PAGA’s “purposes and policies.” The statute does not, however, 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). Nothing in the PAGA changes the strong judicial preference in support of approving settlements.

The principal terms of the PAGA Settlement Agreement² are as follows:

- (1) A non-reversionary Gross Settlement Amount of \$1,140,000, which includes payments to the LWDA and Aggrieved Employees for their respective shares of the Net Settlement Amount, Plaintiff’s attorneys’ fees and litigation costs, and settlement administration costs.
- (2) The creation of a Net Settlement Amount of approximately \$736,494.09, which will be paid to Aggrieved Employees and the LWDA in full satisfaction of all released claims (“Net Settlement Amount”).
 - (a) Seventy-five percent of the Net Settlement Amount, or approximately \$552,370.57, will be paid to the LWDA pursuant to Labor Code section

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.

2699(i).³

(b) Twenty-five percent of the Net Settlement Amount, or approximately \$184,123.52, will be paid to Aggrieved Employees.

(c) Aggrieved Employees are all current and former non-exempt or hourly paid employees of Defendants that have worked for Defendants in the State of California at any time during the PAGA Period (“Aggrieved Employees”).

There are approximately 1,800 Aggrieved Employees.

(3) Reasonable attorneys’ fees and costs under Labor Code section 2699(g)(1) for Plaintiff’s Counsel’s successful prosecution and resolution of this action. Plaintiff requests \$380,000 in attorneys’ fees and \$13,505.91 in costs for her counsel, Capstone Law APC (“Plaintiff’s Counsel”).

(4) Settlement Administration Costs of approximately \$10,000 to ILYM Group, Inc.

The civil penalties secured by the settlement represent a fair compromise of Plaintiff’s PAGA claim 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, 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, Plaintiff respectfully requests that the Court approve the Settlement and enter the proposed Order Approving the PAGA Settlement Agreement and the proposed Judgment.

II. FACTS AND PROCEDURE

A. Brief Overview of the Litigation

During the PAGA Period, Defendants operated at least a dozen McDonald’s fast-food franchises in California. Plaintiff worked for Defendants as an hourly paid, non-exempt Crew Member at their McDonald’s restaurant in Oceanside, California during the PAGA Period. (Declaration of Myiah

³ The PAGA statute was recently amended on July 1, 2024. Certain citations to the PAGA’s provisions in this Motion relate to the pre-amendment version of the statute, which applies to this action based on the pre-amendment filing date of the initial complaint and related administrative exhaustion letter.

1 Dorado ¶ 2.)

2 On July 19, 2022, Plaintiff commenced this Action by filing a putative class action complaint in
3 Superior Court of the State of California, County of San Diego. (Declaration of Raul Perez [“Perez
4 Decl.”] ¶ 2.) On October 4, 2022, Plaintiff filed a First Amended Complaint withdrawing the putative
5 class claims pursuant to the terms of an arbitration agreement, and adding a representative claim against
6 Defendants for penalties pursuant to Labor Code section 2698, *et seq.* (the “FAC”) (*Id.*)

7 In the FAC, Plaintiff asserts a single claim for penalties pursuant to the PAGA, based on alleged
8 violations of Labor Code sections 201, 202, 204, 210, 226(a), 226.3, 226.7, 246, 248.5, 256, 510, 512(a),
9 516, 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802 and 2810.5. (Perez Decl. ¶ 3.) Pursuant
10 to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the
11 LWDA by sending the PAGA Notice. (*Id.* at ¶ 4.)

12 After the action was filed, the Court entered an order compelling the arbitration of Plaintiff’s
13 individual claims and staying the representative PAGA claim pending resolution of the arbitration.
14 (Perez Decl. ¶ 5.) During the pendency of the arbitration proceedings, the Parties agreed to participate in
15 a mediation in an attempt to resolve the entire Action. (*Id.*)

16 On March 13, 2025, the Parties participated in a mediation with Jeffrey Fuchsman, Esq. of
17 Fuchsman Mediation, LLC. (Perez Decl. ¶ 5.) Mr. Fuchsman helped to manage the Parties’ expectations
18 and provided a useful, neutral analysis of the issues and risks to both sides. (*Id.*) With Mr. Fuchsman’s
19 guidance, the Parties were eventually able to negotiate a complete settlement of Plaintiff’s PAGA claim.
20 (*Id.*)

21 **B. The Parties Negotiated a Fair and Reasonable Settlement of Plaintiff’s Claims**

22 **1. Terms of the Settlement and Distribution of PAGA Penalties**

23 The Settlement Agreement provides that Defendants will pay a total of \$1,140,000 to settle this
24 Action. (Settlement Agreement ¶ 3.1.) From this amount, payments will be made to: (a) the LWDA and
25 Aggrieved Employees; (b) Plaintiff’s Counsel for their attorneys’ fees and litigation costs; and (c) the
26 Settlement Administrator (ILYM) for settlement administration costs. (*Id.* at ¶ 3.2.)

27 The resulting balance will be distributed to the LWDA and Aggrieved Employees: the LWDA
28 will receive approximately \$552,370.57, and Aggrieved Employees will receive approximately

1 \$184,123.52. (*Id.* at ¶ 3.2.3) The Aggrieved Employees encompassed by the proposed Settlement are all
2 current and former non-exempt or hourly paid employees of Defendants that have worked for
3 Defendants in the State of California at any time during the PAGA Period. (*Id.* at ¶ 1.4.) There are
4 approximately 1800 Aggrieved Employees. (Perez Decl. ¶ 12.)

5 **2. Allocations to the LWDA and Aggrieved Employees**

6 Payments to Aggrieved Employees will be made from the Net Settlement Amount. The
7 individual allocations will be calculated on a pro-rata basis using the number of pay periods worked by
8 each employee. Defendants will provide the total number of pay periods worked by each Aggrieved
9 Employee and the total number of pay periods worked by all Aggrieved Employees during the
10 Settlement Period. (Settlement Agreement ¶ 3.2.3.1.) The Settlement Administrator will calculate each
11 Aggrieved Employee's payment using the proportional number of pay periods during which the
12 employee worked. (*Id.*) Thus, the Settlement Administrator will perform the following calculation to
13 calculate individual payments: Settlement Payment = (25% of Net Settlement Amount) × (pay periods
14 worked by individual Aggrieved Employee during the Settlement Period ÷ total pay periods worked by
15 all Aggrieved Employees during the Settlement Period). (*Id.*)

16 This is a fair and equitable means of allocating the penalties. Aggrieved Employees who worked
17 for a longer duration during the Settlement Period will receive proportionally larger payments than those
18 employees who worked for shorter durations.

19 **3. The Settled PAGA Claims**

20 Effective on the date when Defendants fully fund the entire Gross Settlement Amount, all
21 Aggrieved Employees will be deemed to have released, on behalf of themselves and their former and
22 present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
23 successors, and assigns, all claims for PAGA penalties that were alleged, or reasonably could have been
24 alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.
25 (Settlement Agreement ¶ 5.2.)
26
27
28

1 **III. ARGUMENT**

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

4 Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other
5 current or former employees to recover civil penalties for Labor Code violations. *Iskanian*, 59 Cal. 4th at
6 380. Seventy-five percent of any penalties recovered go to the LWDA, leaving the remaining twenty-
7 five percent for aggrieved employees. *Id.* PAGA is intended “to augment the limited enforcement
8 capability of [LWDA] by empowering employees to enforce the Labor Code as representatives of the
9 Agency.” *Id.* at 383. A judgment in a PAGA action binds all those, including non-party aggrieved
10 employees, who would be bound by a judgment in an action brought by the government. *Id.* at 381.

11 A superior court must review and approve any PAGA settlement. Cal. Lab. Code § 2699(l)(2).
12 The court’s review “ensur[es] that any negotiated resolution is fair to those affected.” *Williams v.*
13 *Superior Court*, 3 Cal. 5th 531, 549 (2017). The Court’s evaluation of the settlement must “determine
14 whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law
15 violations, deter future ones, and to maximize enforcement of state labor laws.” *Moniz*, 72 Cal. App. 5th
16 at 77.

17 The Court’s evaluation of the settlement should therefore not focus on “restitution”—the average
18 recovery per aggrieved employee, as in a class action settlement, but rather take into account PAGA’s
19 statutory purpose in deterring Labor Code violations through the imposition of civil penalties, with
20 special attention on whether the relief is “genuine and meaningful.” *Salazar*, 2017 WL 1135801 at *2.

21 **B. Plaintiff’s Counsel Conducted a Thorough Investigation of the Factual and Legal**
22 **Issues and Were Thus Able to Objectively Assess the Settlement’s Reasonableness**

23 As set forth in greater detail in Plaintiff’s Counsel’s declaration in support of the Motion, based
24 on their analysis of documents and data produced by Defendants—including a sampling of Aggrieved
25 Employees’ wage statements, clock in and clock out times, times taken for meal breaks, wages earned
26 during the relevant pay periods, copies of all relevant written labor policies and procedures on meal
27 breaks, rest breaks, overtime compensation, and reimbursement for business expenses, and statistical
28 information about the Aggrieved Employees, including their rates of pay, positions held, dates of

1 employment, number of pay periods worked—Plaintiff’s Counsel were able to realistically assess the
2 value of Plaintiff’s claims and intelligently engage defense counsel in settlement discussions that
3 culminated in the proposed settlement now before the Court. (Perez Decl.¶¶ 6-9.)

4 By engaging in a thorough investigation and evaluation of Plaintiff’s claims, Plaintiff’s Counsel
5 can opine that the Settlement, for the consideration and on the terms set forth in the Settlement
6 Agreement, is fair, reasonable, and adequate, and is in the best interests of the LWDA and Aggrieved
7 Employees in light of all known facts and circumstances, including the risk of significant delay and
8 uncertainty associated with litigation, various defenses asserted by Defendants. (*Id.* at ¶ 10.)

9 **C. The Settlement Is Reasonable Given the Risks of Further Litigation**

10 In assessing whether the amount of civil penalties is genuine and meaningful, the Court may
11 balance the amount in penalties against the risks of further litigation. Here, Plaintiff obtained a
12 meaningful amount of civil penalties despite facing hurdles had the litigation continued. Based on
13 information and evidence produced by Defendants during discovery, Plaintiff’s Counsel determined that
14 Aggrieved Employees worked during a total of approximately 45,595 pay periods during the PAGA
15 statute of limitations period. Statutory penalties would be calculated according to Labor Code 2699(f)(2):
16 If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is
17 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
18 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

19 However, a number of courts have found that the “subsequent” penalty under PAGA applies
20 only after a court or the Labor Commissioner determines that the employer has violated the Labor Code.
21 *See Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 356 (2021) (“the increased \$200 civil penalty
22 for ‘subsequent violation[s]’ does not apply unless [Plaintiff] presents evidence that the Labor
23 Commission or a court notified [Defendant] that it was in violation of the Labor Code.”); *Bernstein v.*
24 *Virgin Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) (reversing judgment as to “heightened civil
25 penalties” because the defendant was not given notice by the Labor Commissioner when the
26 “subsequent” violations occurred).⁴ Under this line of cases, Defendants’ exposure would be

27
28 ⁴ *See also Vieyara-Flores v. Sika Corp.*, No. EDCV19606JVSKKX, 2019 WL 2436998, at *5

1 approximately \$4,559,500 = 45,595 violative pay periods × \$100.

2 It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil
3 penalties “based on the facts and circumstances of a particular case” when “to do otherwise would result
4 in an award that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code § 2699(e)(2). In
5 reducing PAGA penalties, courts have considered issues including whether the employees suffered
6 actual injury from the violations, whether the defendant was aware of the violations, and the employer’s
7 willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018)
8 (awarding PAGA penalties of only 0.2% of the maximum); *see also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d
9 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX), 2011 WL
10 7563047, at *4 (C.D. Cal. Aug. 12, 2011).

11 For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA
12 penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—
13 **or 0.21% of the calculated maximum**—and stated that this reduction was warranted because (a) the
14 Court did not believe it was appropriate to impose multiple penalties per pay period in which a violation
15 occurred and (b) imposing the maximum penalty would be “unjust, arbitrary, and oppressive” based on
16 Starbucks’s “good faith attempts” to comply with meal period obligations and because the court found
17 the violations were minimal. *Carrington*, 30 Cal. App. 5th at 517-18. The Court of Appeal affirmed the
18 lower court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529.

19 Likewise, in *Covidien*, the Court reduced the potential penalties by over 82%, awarding
20 \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also*
21 *Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction

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24 (C.D. Cal. June 10, 2019) (“employers are not subject to heightened penalties . . . until a court or
25 commissioner notifies the employer that it is in violation of the Labor Code . . . [Plaintiff] has not offered
26 evidence that the Labor Commission or a court has notified them of PAGA violations [thus] PAGA’s
27 heightened penalty of \$200 for subsequent violations will not be calculated to determine the amount in
28 controversy”); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014
WL 4961182 (C.D. Cal., October 2, 2014) (“Under the Labor Code, if an employer does not have notice
that they are committing a violation, they are not subject to the heightened penalties.”); *Trang v. Turbine
Engine Components Technologies Corp.*, No. CV 12-07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal.
Dec. 19, 2012) (“courts have held that employers are not subject to heightened penalties for subsequent
violations unless and until a court or commissioner notifies the employer that it is in violation of the
Labor Code”), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008).

1 under specified PAGA claim where the employer produced evidence that it took its obligations
2 seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May
3 12, 2011) (reversing trial court decision denying any civil penalties where violations had been proven,
4 remanding for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A*
5 *Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15,
6 2012) (denying PAGA penalties for violation of California Labor Code section 226 as redundant with
7 recovery on a class basis pursuant to California Labor Code section 226, directly); *Aguirre v. Genesis*
8 *Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013)
9 (reducing penalty for past PAGA violations from \$1.8 million to \$500,000, after rejecting numerous
10 other PAGA claims).

11 If a similar *Covidien* reduction had been applied here, Plaintiff would have recovered only
12 approximately \$820,710. Considering the issues, defenses, and the risks, a \$1,140,000 settlement for a
13 limited release of PAGA penalties—no individual wage and hour claims will be extinguished by the
14 Settlement—is a fair and just result and furthers PAGA’s objectives, and is not “unjust, arbitrary, and
15 oppressive.”

16 **D. The Court Should Award the Requested Attorneys’ Fees in the Amount of**
17 **Approximately One-Third of the Gross Settlement Fund**

18 For the reasons discussed in detail below, an award of attorneys’ fees in the amount of
19 approximately one-third of the gross settlement fund is fair and reasonable, and in line with what other
20 California courts, both state and federal, have awarded in settlements of similar litigation.

21 The PAGA provides that a plaintiff is entitled to recover reasonable attorneys’ fees, expenses,
22 and costs. Section 2699(g)(1) of the California Labor Code provides that “[a]ny employee who prevails
23 in any action shall be entitled to an award of reasonable attorney’s fees and costs.” In a *qui tam* action,
24 reasonable attorneys’ fees and costs are typically awarded under the common fund doctrine where, as
25 here, the litigation creates a common fund of money in a specific amount for the benefit of others. PAGA
26 “is a type of *qui tam* action.” *See Iskanian*, 59 Cal. 4th at 382. “A *qui tam* action ‘is a type of private
27 attorney general lawsuit’ [citation], in which ‘the *qui tam* plaintiff stands in the shoes of the state or
28 political subdivision [citation].” *People ex rel. Strathmann v. Acacia Research Corp.*, 210 Cal. App. 4th

1 487, 501 (2012).

2 A PAGA action is a *qui tam* action because the statute allows the employee plaintiff, acting as
3 the proxy of the State's labor law enforcement agency, to sue his or her employer for Labor Code
4 violations and recover civil penalties that otherwise would have been assessed and collected by the
5 LWDA. *See Iskanian*, 59 Cal. 4th at 382. Indeed, the majority of the civil penalties recovered in a PAGA
6 action are paid to the State, with a smaller portion paid to the aggrieved employees (e.g., 75% paid to the
7 state; 25% paid to the aggrieved employees). *See* Cal. Lab. Code § 2699(i). Where, as here, a common
8 fund is created in a *qui tam* action by the successful litigation of a plaintiff and her attorneys, the
9 plaintiff's attorneys are entitled to recover their fees from the common fund:

10 Those benefiting from the recovery of the fund, in this case some depositors and eventually
11 the People of the State of California, must bear their share of the cost of litigation. Fees for
12 taxpayers' attorneys will be deducted from the judgment, and each claimant's share
13 reduced proportionately. To the extent the judgment relies upon section 1021.5 for recovery
14 of attorney fees, it must be modified to confine the award of fees to the common fund
15 theory.

14 *Bank of America v. Cory*, 164 Cal. App. 3d 66, 91 (1985) (authorizing common fund fees in a *qui tam*
15 taxpayer suit against certain banks).

16 Likewise, through the successful efforts of Plaintiff and her attorneys, a common fund was
17 created in the amount of \$1,140,000 for the benefit of the employees and the State of California. Thus,
18 these beneficiaries must bear their share of the costs and attorneys' fees, to be deducted from the gross
19 settlement fund under the common fund theory. *Id.* Such fees are deducted as a percentage of the
20 settlement amount. *See, e.g., Boeing Co. v. Van Gernert*, 444 U.S. 472, 478-482 (1980); *Six (6) Mexican*
21 *Workers v. Arizona Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990); *Williams v. MGM-Pathe*
22 *Communications Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997); *Staton v. Boeing Co.*, 327 F.3d 938, 967 (9th
23 Cir. 2003).

24 The California Supreme Court recently upheld the use of the common fund theory of recovery
25 for attorneys' fees in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 506 (2016). In *Laffitte*, the
26 settlement created a common fund of \$19 million. The Court approved the award of attorneys' fees in
27 the amount of one third of the gross \$19 million settlement (e.g., an award of \$6.33 million) under the
28 common fund theory. *Id.* By awarding counsel a percentage of the total recovery, rather than fees based

1 on hours worked, the common fund method encourages attorneys to efficiently litigate to achieve the
2 best results possible. *See Laffitte*, 1 Cal. 5th at 492-494. Indeed, “the percentage method is generally
3 favored in common fund cases because it allows courts to award fees from the fund in a manner that
4 rewards counsel for success and penalizes it for failure. *Id.* at 493 (quoting *In re Rite Aid Corp. Securities*
5 *Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) (internal quotations omitted).

6 As a California appellate court very recently confirmed, “fee awards in class actions average
7 around one-third of the recovery’ regardless of ‘whether the percentage method or the lodestar method is
8 used.” *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021) (quoting *Chavez v.*
9 *Netflix, Inc.*, 162 Cal. App. 4th 43, 66, fn. 11 (2008)).

10 Consistent with that observation, California state and federal courts routinely award attorneys’
11 fees equaling one-third of the common fund. *See, e.g. Laffitte v. Robert Half Internat. Inc.*, 231 Cal. App.
12 4th 860, 871 (2016) (“33 1/3 percent of the common fund is consistent with, and in the range of, awards
13 in other class action lawsuits”); *Chavez*, 162 Cal. App. 4th at 66 n.11 (“Empirical studies show that,
14 regardless whether the percentage method or the lodestar method is used, fee awards in class actions
15 average around one-third of the recovery.”); Eisenberg & Miller, *Attorney Fees in Class Action*
16 *Settlements: An Empirical Study*, J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35
17 (independent studies of class action litigation nationwide conclude that fees representing one-third of the
18 total recovery is consistent with market rates). Notably, the California Supreme Court in *Laffitte v.*
19 *Robert Half Internat. Inc.* affirmed a fee award representing one-third of the fund. *Laffitte*, 231 Cal. App.
20 4th at 506.

21 A fee award in the amount of one-third of the common fund is also reasonable because it best
22 reflects the market rate for contingency fees. *See Lealao v. Beneficial Cal. Inc.*, 82 Cal. App. 4th 19, 47
23 (2000) (“attorneys providing the essential enforcement services must be provided incentives roughly
24 comparable to those negotiated in the private bargaining that takes place in the legal marketplace. . . .”).
25 Fees representing one-third of the recovery reflect the rate negotiated in “typical contingency fee
26 agreements [which] provide that class counsel will recover 33% if the case is resolved before trial and
27 40% if the case is tried.” *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-04149 MMM SHX,
28 2008 WL 8150856, at *16 (C.D. Cal. July 21, 2008) (citing an academic study collecting contingency

1 fee agreements and finding that a fee award constituting 34% of the fund is reasonable on that basis).
2 Because the negotiated fee structure mimics the marketplace, it is reasonable and should be approved.

3 A one-third common fund⁵ attorneys' fee award is also consistent with what courts have
4 awarded in other representative action cases. The following list shows PAGA actions where attorneys'
5 fees were awarded on a common fund basis:

- 6 • *Cruz v. Wal-Mart Associates, Inc.*, Los Angeles Superior Court, No. 18STCV03128 (May 28,
7 2021) (approving fee award from PAGA-only settlement of \$5 million against a common fund
8 of \$15 million);
- 9 • *Jones v. J.C. Penney Corporation*, Los Angeles Superior Court, Case No. BC451823 (April 20,
10 2017) (approving fee award from PAGA-only settlement of \$1.375 million against a common
11 fund of \$3.2 million (42%));
- 12 • *Garcia v. Macy's*, San Bernardino County Superior Court, Case No. CIVDS1516007 (Sept. 13,
13 2017) (33.33% fee awarded on \$12,500,000 settlement of a PAGA only case);
- 14 • *Garcia v. Pep Boys*, Orange County Superior Court, Case No. 30-2014-00720574-CU-OE-CJC
(July 14, 2016) (33.33% fee awarded on a \$1,030,000 settlement of a PAGA only case);
- 15 • *Brewer v. Connell Chevrolet*, Orange County Superior Court, Case No. 30-2016-00852123-CU-
16 OC-CXC (June 15, 2017) (33.33% fee awarded on a PAGA only case);
- 17 • *Perez v. Staffmark Investment, LLC*, Riverside County Superior Court, Case No. MCC1401137
18 (May 23, 2016) (33.33% fee awarded on a \$650,000 settlement of a PAGA only case).

19 An award of fees from the gross settlement amount under the common fund doctrine prevents
20 unjust enrichment of those who benefit from the common fund created through the successful efforts of
21 plaintiff's counsel and furthers the important goal of attracting competent counsel to handle
22 representative actions enforcing minimum labor standards. *Laffitte*, 1 Cal. 5th at 503. In affirming the use
23 of the common fund doctrine in California, the California Supreme Court summarized the benefits of the
24 percentage method of recovery stating: "The recognized advantages of the percentage method—
25 including relative ease of calculation, alignment of incentives between counsel and the class, a better
26

27 ⁵ Court have also approved fees in amounts greater than one-third of the common fund. *See*
28 *Charles v. JPMorgan Chase Bank*, No. CGC-14-538933 (San Francisco County Superior Court June 18,
2019) (awarding plaintiffs \$2.88 million in attorneys' fees on PAGA penalties totaling \$2.7 million);
Boseman v. VXi Global Solutions, LLC, No. BC602442 (Los Angeles County Superior Court Jan. 3,
2019) (awarding plaintiff \$750,000 in attorneys' fees and costs on general PAGA penalties totaling
\$585,000); *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 (N.D. Cal. Aug. 25,
2017) (awarding attorneys' fees under the lodestar method with no regard to the proportion of the fees to
civil penalties).

1 approximation of market conditions in a contingency case, and the encouragement it provides counsel to
2 seek an early settlement and avoid unnecessarily prolonging the litigation [citations]—convince us the
3 percentage method is a valuable tool that should not be denied our trial courts.” *Id.*

4 For these reasons, a common fund fee award in the amount of \$380,000 is fair and reasonable.

5 **E. A Lodestar Cross-Check Confirms that the Requested Attorneys’ Fees Are Fair**
6 **and Reasonable**

7 The trial court may use an abbreviated lodestar “cross-check” for common fund awards if the
8 court considers it useful. *Laffitte II*, 1 Cal. 5th at 504-05. However, under *Laffitte II*, this is not meant to
9 displace the percentage analysis, but rather to act as a backstop. Indeed, the Supreme Court expressly
10 instructed that “the lodestar calculation, when used in this manner, does not override the trial court’s
11 primary determination of the fee as a percentage of the common fund and thus does not impose an
12 absolute maximum or minimum on the fee award.” *Laffitte II*, 1 Cal. 5th at 505. Critically, the Court in
13 *Laffitte II* emphasized that only where the “multiplier calculated by means of a lodestar cross-check is
14 **extraordinarily high or low**” should the court “consider whether the percentage should be adjusted so
15 as to bring the imputed multiplier within a justifiable range.” *Id.* (emphasis added). Accordingly, when
16 the cross-check multiplier is within a normal range, the lodestar-cross check does not provide a basis for
17 a court to reduce the fee award. Furthermore, in conducting a lodestar cross-check, the court is not
18 “required to closely scrutinize each claimed attorney-hour.” *Laffitte II*, 1 Cal. 5th at 505. An evaluation
19 may be done by reviewing “counsel declarations summarizing overall time spent.” *Id.*

20 In conducting a lodestar cross-check, the Court first determines a lodestar value for the fees by
21 multiplying the time reasonably spent by plaintiffs’ counsel on the case by a reasonable hourly rate. *In re*
22 *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-57 (2009). To determine whether the requested
23 rate is reasonable, courts look to the prevailing rate for similar work in the pertinent geographic region.
24 *PLCM Group v. Drexler*, 22 Cal. 4th 1084, 1096-97 (2000) (using prevailing hourly rate in community
25 for comparable legal services even though party used in-house counsel). Here, Plaintiff’s Counsel’s
26 hourly rates are comparable to, or less than, those charged by other representative action plaintiffs’
27 counsel and the firms defending PAGA actions, and have been approved by numerous federal and state
28 courts. (Perez Decl. ¶¶ 25-28, Ex. 3.)

1 Likewise, the total attorney hours expended on this action are reasonable and in line with
2 comparable cases. In determining the reasonableness of the hours expended, “the court should defer to
3 the winning lawyer’s professional judgment as to how much time he was required to spend on the case;
4 after all, he won, and might not have, had he been more of a slacker.” *Kerkeles v. City of San Jose*, 243
5 Cal. App. 4th 88, 104 (2015) (quoting *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir.
6 2008)). Plaintiff’s Counsel billed a total of 338.2 hours. (Perez Decl. ¶ 25.)

7 Multiplying the total hours billed by Plaintiff’s Counsel to the litigation by their reasonable
8 hourly rates yields a lodestar of \$236,825. (Perez Decl. ¶ 25.) Applying a 1.6 multiplier to that lodestar
9 yields the requested fees. A 1.6 multiplier is not “extraordinarily high”—to the contrary, the normal
10 range for a multiplier on a lodestar cross-check “can range from 2 to 4 or even higher.” *Wershba v. Apple*
11 *Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001); *see also Vizcaino v. Microsoft Corp.*, 290 F.3d 1043,
12 1047 (9th Cir. 2002) (multipliers “ranging from one to four are frequently awarded ... when the lodestar
13 method is applied”; affirming fees where the cross-check multiplier is 3.65).

14 Courts routinely accept multipliers ranging from 2 to 4 on a lodestar cross-check. *See, e.g., Sutter*
15 *Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a
16 lodestar cross-check); *Chavez.*, 162 Cal. App. 4th at 66 (applying a 2.5 multiplier in a consumer class
17 action); *Willner v. Manpower Inc.*, No. 11-CV-02846-JST, 2015 WL 3863625, at *7 (N.D. Cal. June 22,
18 2015) (approving a 2.10 multiplier on settlement of California Labor Code violations); *Dyer v. Wells*
19 *Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) (approving attorneys’ fees that resulted in
20 lodestar multiplier of 2.83); *Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358,
21 at *5 (N.D. Cal. Feb. 6, 2013) (approving a multiplier of 2.76 in settlement of Labor Code violations).

22 Indeed, courts following *Laffitte* have reaffirmed that a multiplier between 2 and 4 to be
23 reasonable and not so “extraordinarily high” as to require greater judicial scrutiny. *See Spann v. J.C.*
24 *Penney Corp.*, 211 F. Supp. 3d 1244, 1265 (C.D. Cal. Sept. 30, 2016) (finding that a 3.07 multiplier is
25 “well within the range for reasonable multipliers” under *Laffitte II*); *Beaver v. Tarsadia Hotels*, No. 11-
26 CV-01842-GPC-KSC, 2017 WL 4310707, at *13 (S.D. Cal. Sept. 28, 2017) (“The one-third fee Class
27 Counsel seeks reflects a multiplier of 2.89 on the lodestar which is reasonable for a complex class action
28 case.”).

The lodestar cross-check thus confirms that Plaintiff's fee request is fair and reasonable and should be approved.

F. The Requested Recovery In Litigation Expenses Is Reasonable

Plaintiff's Counsel are entitled to reimbursement of their 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 v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1218 n.27 (2008) (awarding costs that are necessarily incurred). The following chart reflects the costs incurred by Plaintiff's Counsel:

Cost & Expense Categories	Amount
Copying, Printing & Scanning and Facsimiles	\$66.25
Court Fees, Courier Fees, Filings & Service of Process	\$2,689.23
Court Reporters, Transcripts & Depositions	\$686.62
Delivery & Messenger (UPS, FedEx, messenger, etc.)	\$41.31
Fountain Consulting	\$4,840.00
Mediation Fees	\$5,000.00
Postage & Mailings	\$6.54
Research Services (PACER, Westlaw, etc.)	\$59.52
Travel-Related Costs & Expenses	\$116.44
Total	\$13,505.91

(Perez Decl. ¶ 30.)

Because these reasonable costs were necessarily incurred during the case's pendency, these costs are reasonable and should be awarded. *See also* Cal. Civ. Pro. Code § 1033.5(c)(4) ("[i]tems not mentioned in this section and items assessed upon application may be allowed or denied in the court's discretion."); *Hsu v. Semiconductor Sys., Inc.*, 126 Cal. App. 4th 1330, 1341 (2005) ("[W]hile it is reasonable to interpret a general contractual cost provision by reference to an established statutory definition of costs, we do not discern any legislative intent to prevent sophisticated parties from freely choosing a broader standard authorizing recovery of reasonable litigation charges and expenses.").

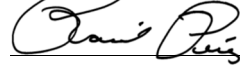
1 **IV. CONCLUSION**

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

5
6 Dated: November 10, 2025

Respectfully submitted,

7 By: _____



8 Raul Perez
9 Roxanna Tabatabaeepour
10 Ryan Tish
11 Alexander Wallin
12 **CAPSTONE LAW APC**

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28 Attorney for Plaintiff Myiah Dorado

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **November 10, 2025**, I served the document described as: **NOTICE OF MOTION AND MOTION FOR COURT APPROVAL OF THE PARTIES' PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** on the interested parties in this action by sending ☐ the original ☐ [or] ☒ a true copy thereof ☒ to interested parties as follows ☐ [] as stated on the attached service list:

Edwin M. Boniske (Bar No. 265701)
boniske@higgslaw.com
Kyle W. Nageotte (Bar No. 285599)
nageottek@higgslaw.com
Steven M. Brunolli (SBN: 331694)
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Attorneys for Defendants
FMS RESTAURANTS INC. and FMS
MANAGEMENT

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **November 10, 2025**, at Los Angeles, California.

Julia Urquizo

Type/Print Name

Julia Urquizo

Signature

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Attorneys for Plaintiff Myiah Dorado

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

MYIAH DORADO, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California
and other non-party Aggrieved Employees,

Plaintiff,

vs.

FMS RESTAURANTS INC., a California
corporation; FMS MANAGEMENT, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 37-2023-00002723-CU-OE-CTL

Assigned to the Hon. Wendy M. Behan

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

Date: December 5, 2025

Time: 10:15 a.m.

Place: Department C-66

Complaint Filed: July 19, 2022

Trial Date: None Set

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1 as **Exhibit 1**. A copy of the Settlement Agreement has been uploaded to the LWDA's website.

2 6. It is my opinion that the Settlement Agreement, constitutes a fair, adequate, and
3 reasonable compromise of the claims at issue. This opinion is informed by my experience litigating and
4 settling wage and hour actions, and my firm's thorough investigation into the factual and legal issues
5 implicated by Plaintiff's claims and Defendants' defenses.

6 7. Prior to filing the action, Plaintiff contacted Plaintiff's Counsel to discuss the factual
7 bases for pursuing an action against Defendants for Labor Code violations. Plaintiff was intimately
8 familiar with Defendants' labor policies and practices, knowledgeably summarized those policies and
9 practices to Plaintiff's Counsel. She explained how the policies and practices were instituted and
10 provided valuable insight into how they gave rise to the alleged Labor Code violations. Based on this
11 information, Plaintiff's Counsel determined that there were legally sufficient grounds for pursuing an
12 action against Defendants.

13 8. In preparation for drafting the complaint, Plaintiff's Counsel conducted their own
14 preliminary investigation into the factual bases for Plaintiff's claims. Plaintiff's Counsel also prepared a
15 detailed letter (13 pages) to notify the LWDA of Plaintiff's intent to seek civil penalties and other
16 available relief recoverable under PAGA for Labor Code violations. Significant research and effort were
17 expended to prepare a PAGA notice that was consistent with the developing legal requirements so as to
18 withstand any challenge from Defendants regarding the notice's sufficiency.

19 9. In advance of the Parties' mediation, Plaintiff's Counsel received a considerable amount
20 of documents and data with which to value Plaintiff's PAGA claim, including a sampling of Aggrieved
21 Employees' wage statements, clock in and clock out times, times taken for meal breaks, wages earned
22 during the relevant pay periods, copies of all relevant written labor policies and procedures on meal
23 breaks, rest breaks, overtime compensation, and reimbursement for business expenses, and statistical
24 information about the Aggrieved Employees, including their rates of pay, positions held, dates of
25 employment, and the number of pay periods worked. The document and data exchanges allowed
26 Plaintiff's Counsel to fully assess the nature and magnitude of the claims being settled, as well as the
27 impediments to recovery, and ultimately enabled Plaintiff's Counsel so as to make an independent
28 assessment of the reasonableness of the settlement's terms.

10. By engaging in such a thorough investigation and evaluation of Plaintiff's claims, Plaintiff's Counsel can opine that the Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, and various defenses asserted by Defendants.

THE PARTIES NEGOTIATED A FAIR AND REASONABLE SETTLEMENT OF PLAINTIFF'S CLAIMS

11. **Terms of the Settlement and Distribution of PAGA Penalties**—The Settlement Agreement provides that Defendants will pay a total of \$1,140,000 to settle this Action. (Settlement Agreement ¶ 3.1.) From this amount, payments will be made to: (a) the LWDA and Aggrieved Employees; (b) Plaintiff's Counsel for their attorneys' fees and litigation costs; and (c) the Settlement Administrator (ILYM) for settlement administration costs. (*Id.* at ¶ 3.2.)

12. The resulting balance will be distributed to the LWDA and Aggrieved Employees: the LWDA will receive approximately \$552,370.57, and Aggrieved Employees will receive approximately \$184,123.52. (*Id.* at ¶ 3.2.3) The Aggrieved Employees encompassed by the proposed Settlement are all current and former non-exempt or hourly paid employees of Defendants that have worked for Defendants in the State of California at any time during the PAGA Period. (*Id.* at ¶ 1.4.) There are approximately 1800 Aggrieved Employees.

13. **Allocations to the LWDA and Aggrieved Employees**—Payments to Aggrieved Employees will be made from the Net Settlement Amount. The individual allocations will be calculated on a pro-rata basis using the number of pay periods worked by each employee. Defendants will provide the total number of pay periods worked by each Aggrieved Employee and the total number of pay periods worked by all Aggrieved Employees during the Settlement Period. (Settlement Agreement ¶ 3.2.3.1.) The Settlement Administrator will calculate each Aggrieved Employee's payment using the proportional number of pay periods during which the employee worked. (*Id.*) Thus, the Settlement Administrator will perform the following calculation to calculate individual payments: Settlement Payment = (25% of Net Settlement Amount) × (pay periods worked by individual Aggrieved Employee during the Settlement Period ÷ total pay periods worked by all Aggrieved Employees during the Settlement Period). (*Id.*)

14. This is a fair and equitable means of allocating the penalties. Aggrieved Employees who worked for a longer duration during the Settlement Period will receive proportionally larger payments than those employees who worked for shorter durations.

15. **The Settled PAGA Claims**—Effective on the date when Defendants fully fund the entire Gross Settlement Amount, all Aggrieved Employees will be deemed to have released, on behalf of themselves and their former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns, all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. (Settlement Agreement ¶ 5.2.)

CAPSTONE LAW APC FIRM PROFILE

16. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues.

17. In February, 2015, Ryan H. Wu and I were honored with the *California Lawyer* Attorney 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.

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

19. Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state’s consumer protection laws cannot be waived and that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed

1 a denial of class certification, making law that clarified the use of “benefit of the bargain” damages
2 models in consumer class actions.

3 20. Capstone served as class counsel in a number of significant wage and hour settlements,
4 including \$16.5 million on behalf of approximately 180,000 non-exempt employees for wage and hour
5 violations in *Navarro v. United Parcel Service, Inc.*, No. BC592098 (LA County Superior Court); \$12
6 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802
7 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life &*
8 *Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of pharmacists in
9 *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*,
10 No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA
11 settlement on behalf of over 36,000 employees for Labor Code violations.

12 21. Capstone has an established practice in automotive defect class actions and is currently
13 appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No.
14 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A.,*
15 *Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

16 22. Capstone has settled hundreds of high-stakes class and representative actions.
17 Capstone’s settlements have directly compensated hundreds of thousands of California workers and
18 consumers. Capstone’s actions have also forced employers to modify their policies for the benefit of
19 employees, including changing the compensation structure for commissioned employees and changing
20 practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting
21 PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of
22 California.

23 23. The following is a representative sample of Capstone’s settlements:

24 a. *Navarro v. United Parcel Service, Inc.*, No. BC592098 (LA County Superior
25 Court): gross settlement of \$16.5 million on behalf of approximately 180,000
26 non-exempt employees for wage and hour violations;

27 b. *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA
28 (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;
- c. *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program for nearly 2 million consumers;
- d. *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;
- e. *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;
- f. *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;
- g. *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;
- h. *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- i. *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- j. *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;
- k. *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 non-exempt employees;
- l. *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;
- m. *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;

- n. *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;
- o. *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.

24. Attached as **Exhibit 2** is a true and correct copy of Capstone's firm resume.

ATTORNEYS' FEES AND COSTS

25. I have reviewed a summary of the billing records for this action, which are maintained during the regular course of business and billed contemporaneously. The bill for attorneys' fees is summarized in the chart below:

Attorney	Title	CA Bar Yr.	Rate	Hours	Fees
Raul Perez	Partner	1994	\$1,050	19	\$19,950.00
Mark Ozzello	Fmr. Senior Counsel	1984	\$1,050	17	\$17,850.00
Bevin Pike	Partner	2002	\$850	17.8	\$15,130.00
Roxanna Tabatabaepour	Senior Counsel	2008	\$725	56.3	\$40,817.50
John Stobart	Senior Counsel	2007	\$725	33	\$23,925.00
Mao Shiokura	Senior Counsel	2009	\$700	25.8	\$18,060.00
Anthony Castillo	Senior Counsel	2009	\$700	9.6	\$6,720.00
Ryan Tish	Senior Counsel	2010	\$675	52.3	\$35,302.50
Alexander Wallin	Associate	2018	\$550	78.7	\$43,285.00
Sairah Budhwani	Associate	2019	\$550	28.7	\$15,785.00
Total				338.2	\$236,825.00

26. 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. *See, e.g., Cancino v. Cotton on USA Inc.*, No. 22CV405002 (Santa Clara County Superior Court) (approving Capstone's rates for Associates (\$550-\$625) and Senior Counsel/Partners (\$700-\$1050)); *Guitron v. California Natural Products*, No. STK-CV-UOE-2022-

0010423 (San Joaquin County Superior Court) (approving Capstone's rates for Senior Counsel/Partners (\$700-\$1050)); *Ayala v. RHR California Services, LLC*, No. (San Mateo Superior Court April 25, 2025) (approving Capstone's rates for Associates (\$425-\$475) and Senior Counsel/Partners (\$625-\$950)); *Manriquez v. Sonic*, No. STK-CV-UOE-2021-0006622 (San Joaquin County Superior Court April 17, 2025) (approving Capstone's rates for Associates (\$450-\$525) and Senior Counsel/Partners (\$625-\$950)); *Torres v. Hard Rock International, Inc.*, No. 23STCV11468 (Los Angeles Superior Court Jan. 21, 2025) (approving Capstone's rates for Associates (\$425-\$475) and Senior Counsel/Partners (\$625-\$950)); *Quintero v. JC Resorts LLC*, No. CIVSB2115731 (San Bernardino County Superior Court Dec. 9, 2024) (approving Capstone's rates for Senior Counsel/Partners (\$600-\$950)); *Simmons v. Gary & Becky Vick, Inc.*, No. 23CV000951 (Monterey County Superior Court Nov. 18, 2024) (approving Capstone's rates for Associates (\$425-\$550) and Senior Counsel/Partners (\$625-\$950)); *Bainbridge v. Avanti Install California, LLC*, No. 34-2022-00331897-CU-OE-GDS (Sacramento County Superior Court Nov. 18, 2024) (approving Capstone's rates for Senior Counsel/Partners (\$475-\$950)); *Le v. Independent Options, Inc.*, No. 37-2022-00046457-CU-OE-CTL (San Diego County Superior Court Aug. 30, 2024) (approving Capstone's rates for Associates (\$425-\$475) and Senior Counsel/Partners (\$625-\$950)); *Jones v. LA Live Theatre LLC*, No. BC687908 (Los Angeles County Superior Court Aug. 22, 2024) (approving Capstone's rates for Associates (\$475-\$550) and Senior Counsel/Partners (\$600-\$950)); *Qadree v. ADT LLC*, No. STK-CV-UOE-20203022 (San Joaquin County Superior Court Aug. 20, 2024) (approving Capstone's rates for an Associate (\$500) and Senior Counsel/Partners (\$625-\$950)); *Moreno v. Farooqi Food Management, Inc.*, No. 37-2022-00033791-CU-OE-CTL (San Diego County Superior Court July 31, 2024) (approving Capstone's rates for an Associate (\$475) and Senior Counsel/Partners (\$625-\$950)); *Hussain v. Wilshire HM, LLC*, No. 20STCV37515 (Los Angeles County Superior Court July 2, 2024) (approving Capstone's rates for Associates (both \$475) and Senior Counsel/Partners (\$600-\$950)).

27. Other courts have approved hourly rates in this range for plaintiff's side law firms. *See Marshall v. Northrup Grumman Corp.*, No. 16-cv-06794, 2020 WL 5668935, at *7 (C.D. Cal. Sept. 18, 2020) (approving attorney rates between \$490 and \$1,060 per hour); *Edwards v. First Am. Corp.*, No. 07-cv-03796, 2016 WL 8999934, at *5 (C.D. Cal. Oct. 4, 2016) (rates of up to \$990 found reasonable);

Urakhchin v. Allianz Asset Mgmt. of Am., L.P., No. 15-cv-01614, 2018 WL 8334858, at *6 (C.D. Cal. July 30, 2018) (approving billing rates between \$600 and \$825 per hour for attorneys with more than ten years of experience, \$325 to \$575 per hour for attorneys with 10 or fewer years of experience, and \$250 per hours for paralegals and clerks); *Gutierrez v. Wells Fargo Bank, N.A.*, No. 07-cv-05923, 2015 WL 2438274, at *5 (N.D. Cal. May 21, 2015) (rates ranging \$475-\$975 for partners, \$300-\$490 for associates); *In re Toyota Motor Corp. Unint. Accel. Mktg., Sales Pracs., & Prods. Liab. Litig.*, No. 10-ml-02151, 2013 WL 12327929, at *33 n.13 (C.D. Cal. July 24, 2013) (rates ranging from \$150-\$950); *Hashemi v. Bosley, Inc.*, No. CV 21-946 PSG (RAOX), 2022 WL 18278431, at *10 (C.D. Cal. Nov. 21, 2022) (finding that, in Los Angeles, partners litigating class action matters have hourly rates ranging from \$304 to \$965, and associates have hourly rates ranging from \$287 to \$719); *Alvarez v. Sirius XM Radio Inc.*, No. CV 18-8605 JVS(SSX), 2021 WL 1234878, at *11 (C.D. Cal. Feb. 8, 2021) (finding hourly rates ranging from \$450 for an associate to \$950 for a partner “are reasonable given prevailing rates in the Los Angeles region”); *In re MacBook Keyboard Litig.*, No. 5:18-CV-02813-EJD, 2023 WL 3688452, at *15 (N.D. Cal. May 25, 2023) (approving rates in a class action of \$875–\$1,195 per hour for partners; \$385–\$850 per hour for associates).

28. Finally, Capstone’s rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. *See Exhibit 3.*

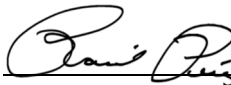
29. Capstone agreed to represent Plaintiff on a contingency basis, meaning compensation for our services was entirely contingent upon a successful outcome. Absent a favorable resolution, no fees would have been recovered by our firm. This arrangement was crucial to Plaintiff because she otherwise would not have been able to afford Capstone’s hourly rates. Furthermore, the substantial time and resources dedicated to this matter required us to forgo other fee-generating work.

30. As summarized in the table below, counsel has incurred a total of \$13,505.91 in costs and expenses to date.

Cost & Expense Categories	Amount
Copying, Printing & Scanning and Facsimiles	\$66.25
Court Fees, Courier Fees, Filings & Service of Process	\$2,689.23
Court Reporters, Transcripts & Depositions	\$686.62
Delivery & Messenger (UPS, FedEx, messenger, etc.)	\$41.31

Cost & Expense Categories	Amount
Fountain Consulting	\$4,840.00
Mediation Fees	\$5,000.00
Postage & Mailings	\$6.54
Research Services (PACER, Westlaw, etc.)	\$59.52
Travel-Related Costs & Expenses	\$116.44
Total	\$13,505.91

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 10th day of November, 2025, at Los Angeles, California.


 Raul Perez

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **November 10, 2025**, I served the document described as: **DECLARATION OF RAUL PEREZ IN SUPPORT OF MOTION FOR COURT APPROVAL OF THE PARTIES' PAGA SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Edwin M. Boniske (Bar No. 265701)
boniske@higgslaw.com
Kyle W. Nageotte (Bar No. 285599)
nageottek@higgslaw.com
Steven M. Brunolli (SBN: 331694)
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HIGGS FLECHER & MACK LLP
401 West A Street, Suite 2600
San Diego, CA 92101
Tel.: (619) 236-1551
Fax: 619) 696-1410

Attorneys for Defendants
FMS RESTAURANTS INC. and FMS
MANAGEMENT

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **November 10, 2025**, at Los Angeles, California.

Julia Urquizo

Type/Print Name

Julia Urquizo

Signature

Exhibit 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff MYIAH DORADO (“Plaintiff”) and Defendants FMS RESTAURANTS, INC. and FMS MANAGEMENT (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or to each individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Dorado v. FMS Restaurants, Inc., et al*, initiated on July 19, 2022, in Superior Court of the State of California, County of San Diego, Case No. 37-2023-00002723-CU-OE-CTL.

1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. “Aggrieved Employee” means all current and former non-exempt or hourly paid employees of Defendants that have worked for Defendants in the State of California at any time during the PAGA Period.

1.5. “Court” means the Superior Court of California, County of San Diego.

1.6. “Defense Counsel” means Edwin M. Boniske of Higgs Fletcher & Mack, LLP.

1.7. “Effective Date” means the date the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.8. “Gross Settlement Amount” means \$1,140,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

1.9. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period. Individual PAGA Payments will be calculated pro rata based on the pay periods worked by each Aggrieved Employee during the PAGA Period. No portion of the payment to any Aggrieved Employee will be classified as wages or subject to W2 reporting/treatment.

1.10. “Judgment” means the judgment entered by the Court based upon its order approving this Settlement.

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

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

1.13. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

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

1.15. “PAGA Counsel” means Capstone Law APC, the attorneys representing the Plaintiff in the action.

1.16. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.17. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.18. “PAGA Period” means the period from July 17, 2021, through April 15, 2025.

1.19. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (the Individual PAGA Payments) and the 75% to LWDA (the LWDA PAGA Payment) in settlement of PAGA claims.

1.20. “PAGA Notice” means Plaintiff’s letter to Defendants and the LWDA dated July 17, 2022 providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.21. “Plaintiff’s General Release Payment” means the special payment made to Plaintiff to compensate her for initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event she was unsuccessful in the prosecution of the Action, and for her agreement to execute a general release and Civil Code § 1542 waiver, as set forth herein. The General Release Payment will be paid by Defendant separately from the Gross Settlement Amount.

1.22. “Released Parties” means: Defendants FMS Restaurants, Inc. and FMS Management and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

2. RECITALS.

2.1. On July 19, 2022, Plaintiff commenced this Action by filing a putative class action complaint in Superior Court of the State of California, County of San Diego. On October 4, 2022, Plaintiff filed a First Amended Complaint withdrawing the putative class claims pursuant to the terms of an arbitration agreement, and adding a representative claim against Defendants for penalties

pursuant to Labor Code section 2698, *et seq.* (the “Operative Complaint.”) In the Operative Complaint, Plaintiff asserts a single claim for penalties pursuant to the PAGA, based on alleged violations of Labor Code sections 201, 202, 204, 210, 226(a), 226.3, 226.7, 246, 248.5, 256, 510, 512(a), 516, 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802 and 2810.5. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. After the action was filed, the Court entered an order compelling the arbitration of Plaintiff’s individual claims and staying the representative PAGA claim pending resolution of the arbitration. During the pendency of the arbitration proceedings, the Parties agreed to participate in a mediation in an attempt to resolve the entire Action. On March 13, 2025, the Parties participated in a mediation with Jeffrey Fuchsman, Esq. of Fuchsman Mediation, LLC, through which they reached an agreement to settle and resolve the Action. The Parties entered into a Memorandum of Understanding (“MOU”) to document the terms of their agreement, which was signed on or around April 27, 2025, and are entering into this Agreement with the specific intent to supersede and replace the MOU and set forth all material terms of the Parties’ agreement.

2.4. Prior to the mediation, Plaintiff obtained, through informal discovery, documents and information about Plaintiff and the Aggrieved Employees, including a sampling of wage statements, clock in and clock out times, times taken for meal breaks, wages earned during the relevant pay periods, copies of all relevant written policies and procedures on meal breaks, rest breaks, overtime compensation, and reimbursement for business expenses, and statistical information about the Aggrieved Employees, including their rates of pay, positions held, dates of employment, number of pay periods worked, and other relevant information. The information produced prior to mediation was sufficient to permit a thorough analysis of the alleged wage and hour violations in anticipation of the mediation.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$1,140,000.00, and no more, as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To PAGA Counsel and Plaintiff: A PAGA Counsel Fees Payment of up to \$380,000.00 and a PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA

Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and shall indemnify Defendants from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment estimated at \$10,000.00 and as approved by the Court. To the extent the Court approves payment less than \$10,000.00, the unused funds will revert to the NSA to be distributed to the Aggrieved Employees and the State of California.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties, in the amount estimated to be \$735,000.00 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment (\$551,250.00) and 25% allocated to the Individual PAGA Payments (\$183,750.00).

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendants estimate the Aggrieved Employees worked a total of 45,595 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 14 calendar days of the Court's Order approving the Settlement, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and the General Release Payment by transmitting the funds to the Administrator no later than 21 calendar days after Defendants receive notice of the Court's order granting approval of the PAGA Settlement.

4.4. Payments from the Gross Settlement Amount. Within 14 calendar days after Defendants funds the Gross Settlement Amount, the Administrator will transmit the Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's General Release Payment, the Administration Expenses Payment, and the PAGA Counsel Fees and Expenses Payments. Disbursement of PAGA Counsel Fees and Expenses Payments shall not precede Individual PAGA Payments.

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

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and the General Release Payment, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during Plaintiff's employment with Defendants, of whatsoever kind or nature, including without limitation all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security

benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges she may discover facts or law different from, or in addition to, the facts or law that which she now knows or believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns, all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3 Release By PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION FOR COURT APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file a motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel a draft of the Motion for Court Approval of Settlement and proposed order/judgment at least a week before the filing deadline.

6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for promptly delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and

otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendants estimate that, as of the date of this Agreement, there were 45,595 Pay Periods during the PAGA Period. If the actual number of PAGA Pay Periods exceeds this estimate by more than 10% (i.e., is greater than 50,155), then, at Defendant's option: (1) the PAGA Period will end on the date the total number of pay periods is 50,155; or (2) Defendants will proportionately increase the Gross Settlement Amount by the number of pay periods above 50,155.

9. CONTINUING THE JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (a) enforcing this Agreement and/or Judgment, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as are permitted by law.

10. WAIVER OF RIGHT TO APPEAL. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another Party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims

asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any arbitration or litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

11.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

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

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

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

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

11.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation

of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

11.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants.

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

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

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

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

11.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to C.C.P. section 583.330 to extend the date to bring a case to trial under C.C.P. section 583.310 for the entire period of this settlement process.

By Plaintiff:

7/21/2025
Dated: July __, 2025

DocuSigned by:

F4E8CCEFF79C4E8...
Myiah Dorado

By Defendants:

11/6/2025
Dated: ~~July __, 2025~~

FMS RESTAURANTS, INC.

DocuSigned by:

263F28949735414...
By: Francisco Sanchez, its Authorized Signatory

11/6/2025
Dated: ~~July __, 2025~~

FMS MANAGEMENT

DocuSigned by:

263F28949735414...
By: Francisco Sanchez, its Authorized Signatory

Approved as to form:

Dated: July 21 2025

CAPSTONE LAW APC


Raul Perez
Counsel for Plaintiff

11/4/2025
Dated: ~~July __, 2025~~

HIGGS FLETCHER & MACK, LLP

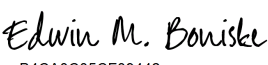
DocuSigned by:

B4CA0G05CF09442...
Edwin M. Boniske
Counsel for Defendants

Exhibit 2

FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining over five hundred million dollars in recovery for employees and consumers:

- In February, 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the *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 (Marshall's 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 successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state's consumer protection laws cannot be waived and that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed a denial of class certification, making law that clarified the use of "benefit of the bargain" damages models in consumer class actions.
- Capstone served as class counsel in a number of significant wage and hour settlements, including \$16.5 million on behalf of a California class in *Navarro v. United Parcel Service, Inc.*, BC592098 (Los Angeles Super. Ct.), \$12 million on behalf of a nationwide class of 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 pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.
- Capstone has an established practice in automotive defect class actions and is currently appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No. 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019). Capstone was also lead counsel in *Vargas v. Ford Motor Co.*, No. 12-08388-AB, 2020 WL 1164066 (C.D. Cal. Mar. 5, 2020), which delivered over \$100 million to the Class.

SUMMARY OF SIGNIFICANT SETTLEMENTS

Since its founding, Capstone has settled over 500 high-stakes class and representative actions totaling well over \$500 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:

- *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program that will pay out more than \$100 million to class members;
- *Navarro et al v. United Parcel Service, Inc.*, No. BC592098 (Los Angeles Super. Ct.): gross settlement of \$16.5 million on behalf of approximately 180,000 non-exempt employees;
- *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;
- *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.

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 and lead trial attorney at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions and PAGA cases. The author of

numerous successful motions for class certification, Ms. Grant is the lead or co-lead attorney on numerous certified class actions currently on track for trial, representing over hundreds of thousands of California employees in pursuit of their wage and hour claims. She is also at the forefront in developing the law on the California Labor Code's Private Attorneys General Act (PAGA), including administrative exhaustion, the scope of discovery, manageability, and PAGA trial plans. Recently, Ms. Grant has taken two PAGA cases to trial and worked on several key PAGA appellate decisions, including *Williams v. Superior Court (Marshall's of CA LLC)*, 3 Cal.5th 531 (2017). Ms. Grant also represented the plaintiff in *Davidson v. Seterus, Inc.*, 21 Cal. App. 5th 283 (2018), which, in a case of first impression, found that the Defendant, a mortgage servicer, was a debt collector under California's Rosenthal Fair Debt Collection Practices Act. The case led to enactment of legislation that expressly includes "mortgage debt" within the Rosenthal Act's definition of "consumer credit" and amends the Rosenthal Act to expressly apply to debt collection activities involving residential mortgage loans.

Ms. Grant began her legal career as a law clerk for the Honorable Harry Pregerson, Justice, Ninth Circuit Court of Appeals. Thereafter, she was an associate with Sidley Austin LLP, where she represented Fortune 500 companies in commercial litigation and consumer class actions. Before joining Capstone, Ms. Grant was a Senior Associate with Quinn Emanuel Trial Attorneys, where she was on the trial team that prosecuted *Mattel v. Bratz (I)*, and a staff attorney in the Enforcement Division of the Securities and Exchange Commission, investigating ongoing violations of federal securities regulations and statutes. Ms. Grant graduated summa cum laude and first in her class from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review. She earned her undergraduate degree from Cornell University's College of Arts & Sciences, where she received the JFK Public Service Award and the Outstanding Senior Award (graduating class of 4,000 students). Ms. Grant has been a panelist and speaker on PAGA actions and wage-and-hour class actions at various annual and biannual California Bar Association, California Law Association, and Bridgeport Continuing Education conferences. Her published articles include: Los Angeles Lawyer: A PAGA Rollercoaster (September 2023), 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).

Ms. Grant is a member of the Los Angeles County Women Lawyers Association of Los Angeles, the Consumer Attorneys Association of Los Angeles (CAALA), and the Consumer Attorneys of California. She was recently named a 2024 Worker Health & Safety Hero by Worksafe for her work in advancing workplace safety and justice. She also currently serves on the Los Angeles County Bar Association's President's Commission on Women in the Legal Profession, the Subcommittee on Gender Bias and Civility, and the Amicus Subcommittee, and is a member of the Executive Board of Los Angeles Lawyer magazine. Ms. Grant was recognized by the Daily Journal as a Top Employment & Labor Attorney in 2023 and has been selected as one of Southern California's "Super Lawyers" in 2022, 2023, and 2024.

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 recently achieved an important consumer victory in *Nguyen v. Nissan N.A.*, 932 F.3d 811 (9th Cir. 2019), which clarified the use of “benefit of the bargain” damages models in consumer class actions. He also oversees the firm’s high-stakes fee disputes and settlement approval, with a highlight being his central role in achieving the highly publicized Ford transmission settlement, valued at over \$100 million.

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 is a State Bar-certified Specialist in Appellate Law, and currently serves on the Committee for Appellate Courts for the California Lawyers Association (CLA) and the Los Angeles County Bar’s State Appellate Judicial Evaluation Committee. He is an editor of CLA’s monthly *Litigation Update*, and his work has been published by the *California Litigation Review*, *California Labor & Employment Review*, *Daily Journal*, and the *Los Angeles Lawyer*. He is a contributor to Continuing Education of the Bar (CEB) and is regularly invited to speak at professional conferences. He was named a Southern California Super Lawyer for 2023, 2024, 2025 and the 2024 Worker Health & Safety Hero by Worksafe for his work in advancing workplace safety and justice.

Robert Drexler. Robert Drexler is a partner 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” in 2009 and every year from 2001 through 2024.

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 The Ohio State University where he graduated *cum laude*. Mr. Drexler has been 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*.

Jamie Greene. Jamie Greene is a partner with Capstone Law, where she leads the firm’s business development and case generation team. Ms. Greene is responsible for evaluating all potential new cases and referrals, developing new claims, and managing the firm’s client and cocounseling relationships. She also supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation.

Before joining Capstone, 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. Ms. Greene 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.

Bevin Allen Pike. Bevin Allen Pike is a partner 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.

Senior Counsel

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, Ms. Carroll 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. Ms. Carroll received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

Liana Carter. Liana Carter is a 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.

Anthony Castillo. Anthony Castillo is a senior counsel with Capstone Law. His practice focuses on analyzing and developing pre-litigation wage-and-hour and consumer claims, including PAGA representative actions and class actions for failure to pay overtime and minimum wages, meal and rest period violations, and claims under the Fair Labor Standards Act and the Investigative Consumer Reporting Agency Act. 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.

Abigail Gertner. Abigail Gertner is a senior counsel with Capstone Law. Ms. Gertner pursues automotive defect and other consumer class action litigation, with a focus on defective products. Her efforts have contributed to the successful resolution of numerous cases, including *Weckwerth v. Nissan North America, Inc.*, No. 18-00588 (M.D. Tenn.) (providing a \$407 to \$547 million-dollar benefit to a class of nearly 3 million consumers); *Hickman v. Subaru of America, Inc.*, No. 21-02100 (D.N.J.) (providing reimbursements transmission repairs and warranty extensions to approximately 160,000 consumers); *Rieger v. Volkswagen Group of America, Inc.*, No. 21-10546 (D.N.J.) (providing reimbursements for engine repairs and warranty extensions to over 300,000 consumers); and *Gioffe v. Volkswagen Group of America, Inc.*, No. 22-00193 (D.N.J.) (providing 100% reimbursement for repairs or replacement of gateway control modules damaged by water intrusion).

Prior to joining Capstone Law, Ms. Gertner accumulated over two decades of litigation experience as a class action attorney, working in consumer protection, ERISA, healthcare, securities, and antitrust litigation at several nationally recognized law firms. During her time at Santa Clara University School of Law, she interned at the Santa Clara County District Attorney's Office in the Child and Elder Abuse unit. Prior to that, she graduated from Tulane University with a Bachelor of Science in Psychology and a Bachelor of Arts in Classical Studies.

Helga Hakimi. Helga Hakimi is a senior counsel at Capstone Law. Her practice primarily involves employment law class action litigation, namely wage-and-hour class actions and PAGA 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, and related employer violations under the Fair Labor Standards Act and California Labor Code.

Prior to joining Capstone, Ms. Hakimi was a partner at a civil litigation firm in West Los Angeles, where she handled mainly real estate litigation, business litigation, and defense of some employment law matters; prior to that, she worked as a civil litigation attorney handling complex personal injury litigation. Ms. Hakimi's interest in advocating for employee rights began in law school, where she volunteered for the Workers' Rights Clinic and assisted low-income community members in Northern California's greater Bay Area region with employment-related legal issues. Upon graduating from law school, Ms. Hakimi worked as an associate for a municipal law firm, and thereafter at the local City Attorney's Office, where she advised municipalities and cities in civil matters involving land use, environmental law, development issues, Constitutional law, and First Amendment rights. Ms. Hakimi graduated from Berkeley Law (Boalt Hall School of Law), where she earned her Juris Doctorate and was awarded the Prosser Award in Remedies. Ms. Hakimi received her Bachelor of Arts degree in Political Science with a minor in Education Studies from the University of California, Los Angeles, and graduated summa cum laude and with Departmental Highest Honors.

Majdi Hijazin. Majdi Hijazin is a senior counsel at Capstone Law. His practice primarily focuses on representing consumers in complex litigation matters. Currently, Mr. Hijazin prosecutes automotive defect and other consumer class action lawsuits throughout the United States. Prior to joining Capstone, Mr. Hijazin

led a national team of six attorneys in bringing claims under the Illinois Biometric Information Privacy Act (BIPA), where he and his team routinely obtained high-value settlements for their clients.

Mr. Hijazin has prosecuted many individual and class action lawsuits under the Fair Credit Reporting Act (FCRA), the Fair Debt Collection Practices Act (FDCPA), the Telephone Consumer Protection Act (TCPA), and the Illinois Consumer Fraud Act (ICFA). On behalf of aggrieved homeowners, Mr. Hijazin was part of a trial team where his efforts were instrumental in securing two multi-million-dollar jury verdicts. See *Hammer v. Residential Credit Solutions, Inc.*, No. 13 C 6397 (N.D. Ill. Dec. 3, 2015), and *Saccameno v. Ocwen Loan Servicing, LLC*, 372 F. Supp. 3d 609 (N.D. Ill. 2019). Most recently, in late 2023, Mr. Hijazin's work was vital in securing a seven-digit settlement on the third day of trial. Mr. Hijazin graduated from the University of Illinois Chicago School of Law.

Daniel Jonathan. Daniel Jonathan 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, Mr. Jonathan began his career as an associate at Kirkland & Ellis representing Fortune 500 clients in high-stakes litigation in various matters, including class action defense and plaintiff's actions for accounting fraud. Following that, he was a senior counsel at a boutique litigation firm where he successfully first-chaired several trials. Mr. Jonathan graduated from the Northwestern University School of Law. He received his undergraduate degree in Accounting from the University of Southern California, where he graduated cum laude. He has passed the CPA examination and worked as an auditor at Deloitte before attending law school.

Jonathan Lee. A senior counsel 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.

Shealene Mancuso. Shealene Mancuso is a senior counsel with Capstone, specializing in employment class action litigation. Her practice is devoted to wage-and-hour class actions and Private Attorneys General Act litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, failure to provide compensation for off-the-clock work, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone Law, Ms. Mancuso was a Partner at a California maritime law firm, representing employers in federal claims brought by domestic and foreign civilian employees for benefits for injuries sustained while working on U.S. military bases for government contractors. She also has extensive litigation experience representing individuals in federal vaccine injury, personal injury, and family law matters. She served on the Board of Directors of a Philadelphia domestic violence organization and as a pro bono attorney assisting low-income families with custody and grandparent's rights matters. In 2020, she was recognized as a Rising Star by Super Lawyers.

Ms. Mancuso graduated from Temple University, Beasley School of Law in 2014, where she was a Fellow in the Rubin Public Interest Law Honor Society, served as the Volunteer Chair of the Women's Law Caucus, Women's Rights Chair of the National Lawyers Guild, Membership Coordinator of the American Constitution Society, and board member of the School to Prison Pipeline, and volunteered with the Domestic Violence Assistant Project. She began to develop her litigation skills through the Integrated Trial Advocacy Program at Temple Law, as a certified law clerk with the Ventura County District Attorney's Office, and through internships with non-profit organizations. She received her undergraduate degree from the University of California, Riverside, where she majored in Sociology: Law and Society.

Trisha Monesi. Trisha Monesi is a senior counsel at Capstone Law. Her practice focuses on 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 practicing wage-and-hour class actions and PAGA litigation, Ms. Monesi prosecuted consumer class actions in state and federal court, focusing on automotive and consumer product defects, data breaches, and false advertising. Ms. Monesi 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.

Robert Myong. Robert Myong is a senior counsel at Capstone Law. His practice focuses on helping employees recover their unpaid wages, overtime, and penalties in class actions and PAGA representative actions in state and federal court.

Prior to joining Capstone, Mr. Myong managed a team of attorneys that recovered millions of dollars on behalf of employees for their unpaid wages, discrimination, harassment, retaliation, and wrongful termination claims. Robert is a graduate of Whittier Law School and earned his bachelor's degree in economics from the University of Southern California.

Cody Padgett. Cody Padgett is a senior counsel with Capstone Law. Mr. Padgett prosecutes automotive defect and other consumer class action lawsuits during all stages of litigation. His work has been integral to achieving contested class certification in several automotive defect cases, including *Falco v. Nissan N. Am. Inc.*, No. 13-00686 (C.D. Cal.) (certifying a class of owners/lessees of Nissan vehicles), *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-08629 (C.D. Cal.) (certifying a class of owners/lessees of Toyota vehicles), and *Victorino v. FCA US, LLC*, No. 16-01617 (S.D. Cal.) (certifying a class of owners/lessees of Dodge Dart vehicles). Mr. Padgett's efforts have also contributed to major settlements of automotive defect and consumer cases, providing substantial monetary relief to millions of class members, valued in the hundreds of millions of dollars. See, e.g., *Weckwerth v. Nissan North America, Inc.*, No. 18-00588 (M.D. Tenn.) (providing a \$407 to \$547 million-dollar benefit to a class of nearly 3 million consumers).

Prior to joining Capstone Law, Mr. Padgett assisted with the defense of major felony cases at 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*. Mr. Padgett is admitted to practice in California, before

the Ninth Circuit Court of Appeals, and before United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

Shahin Rezvani. Shahin Rezvani is a senior counsel with Capstone Law. His practice involves litigating consumer class action lawsuits. Mr. Rezvani has significant experience in high-stakes trials. He played a pivotal role in the *Freedom Wireless v. Boston Communications* five-month patent infringement jury trial, securing a then-monumental \$128 million verdict. Equally significant was his role in the *Rambus v. Micron* antitrust jury trial, defeating a \$4 billion claim, and the *Micron v. Rambus* spoliation trial resulting in Rambus's SDRAM and DDR SDRAM patents being rendered unenforceable. Mr. Rezvani's impact extends beyond big cases as well, including securing a favorable verdict for an executive in the entertainment industry and successfully defending against claims for breach of contract and fraud in the electronics sector. He has also obtained judgments as a matter of law on post-trial motions and secured summary judgments, such as a victory in an early cybersquatting suit for the Academy of Motion Picture Arts and Sciences.

Prior to Capstone, Mr. Rezvani was a senior attorney at a plaintiff's class action firm, where he handled wage & hour, consumer fraud, data breach, and other class actions. While there, he helped achieve the second largest settlement in the nation for an ADA class action case against Hyatt Corporation. With over two decades of legal expertise in antitrust, class action, consumer fraud, copyright, employment, patent, securities, and trademark disputes, his skills and accomplishments span a wide range of practice areas. Mr. Rezvani has previously represented both plaintiffs and defendants in antitrust, ERISA, employment and other matters. Mr. Rezvani graduated from UC Berkeley School of Law, and earned his Bachelor of Arts from University of California, Los Angeles.

Eduardo Santos. Eduardo Santos is a senior counsel at Capstone Law, and concentrates 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.

Mao Shiokura. Mao Shiokura is a senior counsel with Capstone. Her practice focuses on identifying, evaluating, and developing new claims, including PAGA representative actions and class actions for wage-and-hour violations and consumer actions under the Consumers Legal Remedies Act, False Advertising Law, Unfair Competition Law, and other consumer protection statutes. 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.

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. Mr. Stobart 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, Mr. Stobart 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.

Roxanna Tabatabaeepour. Roxanna Tabatabaeepour is a senior counsel with Capstone Law. Her practice primarily involves representing employees in class actions and representative actions for various violations of the California Labor Code.

Before joining Capstone, Ms. Tabatabaeepour's experience included representing workers in single-plaintiff and class/representative action lawsuits regarding wage-and-hour violations, as well as individual claims for discrimination, retaliation, failure to accommodate, harassment, and wrongful termination, under both California and federal laws. Ms. Tabatabaeepour received her undergraduate degrees from the University of California San Diego. She subsequently graduated from the American University, Washington College of Law, where she was a Marshall-Brennan Constitutional Literacy Fellow and taught Constitutional Literacy to teens in marginalized communities.

Ryan Tish. Ryan Tish is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and Private Attorneys General Act ("PAGA") representative actions on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, failure to reimburse necessary business expenses, and other claims under the Fair Labor Standards Act and California Labor Code.

Before joining Capstone, Mr. Tish was an associate at a civil litigation firm in Los Angeles, handling a variety of matters, including commercial contracts, real estate, and employment law. Mr. Tish has represented both employers and employees in actions ranging from individual claims of discrimination, harassment, retaliation, and wrongful termination, to class and representative actions for wage-and-hour and privacy law violations. Mr. Tish is a graduate of the University of Southern California Gould School of Law and earned his bachelor's degree in civil and environmental engineering from the University of California, Los Angeles. Mr. Tish is admitted to practice law in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

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.

Mr. Villalba 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. Mr. Villalba 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.

Associates

Tyler Anderson. Tyler Anderson is an associate with Capstone Law. His practice focuses on complex motions, writs, and appeals. Before joining Capstone, Mr. Anderson was Co-Director of the Los Angeles Center for Community Law and Action (“LACCLA”), a nonprofit law firm that represents tenant unions and union organizers. While there, Mr. Anderson tried a disparate impact federal Fair Housing Act case that resulted in a jury verdict of over \$1,000,000. He also frequently used California Anti-SLAPP laws to block attempts to silence tenant union organizers. Prior to working at LACCLA, Mr. Anderson clerked for the Honorable Martha Vazquez, a federal district court judge for the District of New Mexico who, at the time, sat on the Executive Committee of the Federal Judiciary. Before that, Mr. Anderson was a litigation associate at the international law firm Jenner & Block LLP. Mr. Anderson graduated from Harvard Law School, where he was the Executive Articles Editor of the Harvard Journal on Legislation as well as President of one of the largest student-run pro bono organizations at Harvard University, Project No One Leaves. He graduated with several “Dean’s Scholar” prizes for receiving top grades in his constitutional law courses.

Afife Bicakci. Afife Bicakci is an associate with Capstone Law. Her practice focuses on prosecuting wage-and-hour class actions and representative actions under the Private Attorneys General Act (“PAGA”) on behalf of employees. Before joining Capstone, she also represented employees in actions brought under the Fair Employment and Housing Act (“FEHA”) involving discrimination, harassment, and retaliation claims. Earlier in her career, in Turkey, she litigated employment disputes from the defense side. Ms. Bicakci earned her Bachelor of Laws (J.D. equivalent) from Baskent University in Ankara, Turkey, and her LL.M. from Lincoln Law School of San Jose.

Sairah Budhwani. Sairah Budhwani is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Previously, Ms. Budhwani litigated employment discrimination, harassment, and retaliation claims, and also represented incarcerated individuals contesting the conditions of their confinement. Ms. Budhwani graduated from UCLA School of Law in 2019 and received an undergraduate degree in Urban Studies from University of California, Irvine in 2012. Ms. Budhwani is admitted to practice law in California. She is fluent in Urdu.

Jaime “Jimmy” Castañeda. Jaime Castañeda is an associate with Capstone Law. His practice focuses on prosecuting wage-and-hour class actions and Private Attorneys General Act (“PAGA”) representative actions on behalf of employees. Mr. Castañeda has experience representing both plaintiffs and defendants in employment law matters. Before joining Capstone, Mr. Castañeda was an associate at a California civil litigation firm where he represented employees in cases involving whistleblower retaliation, disability discrimination, racial discrimination, wrongful termination, and other forms of discrimination in the workplace. Mr. Castañeda graduated from Boston University School of Law in 2021. Prior to attending law school, Mr. Castañeda worked in the non-profit sector, providing free legal immigration services to the

undocumented community in Los Angeles County. He received his undergraduate degree from the University of California, Los Angeles, where he double majored in Political Science and History.

Richard J. Hogan. Richard J. Hogan is an associate with Capstone Law. Mr. Hogan represents employees and consumers in complex litigation, primarily wage-and-hour class actions and PAGA representative actions. Mr. Hogan focuses on matters proceeding to trial, arbitration, and mediation. Over the course of his career, Mr. Hogan has argued over 40 combined jury and bench trials in the criminal, family, and general civil law arenas. Prior to joining Capstone, Mr. Hogan advocated for clients in a wide range of cases including complex product liability, professional negligence, and homicide. Mr. Hogan graduated from University of California, Hastings College of the Law, where he was an editor on the Hastings Business Law Journal.

Jeffrey “Jeff” Jimenez. Jeffrey “Jeff” Jimenez is an associate with Capstone. His practice focuses on prosecuting wage-and-hour class actions and Private Attorneys General Act (“PAGA”) representative actions on behalf of employees. Before joining Capstone, Mr. Jimenez was an associate at a plaintiff’s law firm where he represented employees in class and PAGA actions, and Fair Employment Housing Act (“FEHA”) actions for discrimination, harassment, and retaliation claims. Mr. Jimenez graduated from Southwestern School of Law. He obtained his undergraduate degree from the University of California, Irvine, where he majored in History. Prior to transitioning to law, Mr. Jimenez worked as a special education teacher in southern California.

Ninel Kocharyan. Ninel Kocharyan is an associate with Capstone. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violation of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Ms. Kocharyan began her career in entertainment law reviewing, drafting, and negotiating contracts for talent and ensuring FTC compliance. She immigrated to the United States from Russia at the age of 15 with a passion to pursue a career in law. Ms. Kocharyan graduated from Thomas Jefferson School of Law in 2014 and received her undergraduate degree from University of California, Los Angeles where she majored in Political Science. Ms. Kocharyan is admitted to practice law in California.

Chase Laurent. Chase Laurent is an associate with Capstone Law. His practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violation of overtime and minimum wage law, meal and rest period requirements, off-the-clock work violations, and unpaid business expenses. Previously, he litigated individual employment actions on behalf of plaintiffs, including discrimination, harassment, retaliation, wrongful termination, and wage-and-hour claims. Mr. Laurent graduated from University of San Francisco School of Law, where he served as the Technical Editor for the USF Law Review and twice competed on the USF Moot Court Competition Team. He earned his undergraduate degree at California Polytechnic State University, San Luis Obispo, where he majored in Psychology, with a double-minor in Child Development and Law & Society.

Alexander Lima. Alexander Lima is an associate with Capstone Law. His practice focuses on evaluating pre-litigation wage-and-hour claims, including potential violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work issues, as well as consumer protection claims. Previously, Mr. Lima was an associate at a California civil litigation practice representing individuals and entities in real estate disputes. Mr. Lima graduated from Santa Clara University, School of Law in 2018, where he served as an Executive Board Member of the Honors Moot Court and was selected as a regional finalist for the American Bar Association Negotiation Competition. He received his undergraduate degree from the University of California, Riverside in 2014.



Alexander Wallin. Alexander Wallin is an associate at Capstone Law. He is a passionate litigator who has successfully represented employees against corporate injustice. Mr. Wallin has recovered millions of dollars in numerous wage-and-hour class actions, PAGA actions, and individual discrimination lawsuits. He has a particular interest in representing economically disadvantaged employees who cannot afford legal representation on a retainer-fee basis. Mr. Wallin is a member of the Los Angeles County Bar Association's Employment Law Section and stays up-to-date with the rapidly evolving areas of wage-and-hour protections. He graduated from Loyola Law School in 2017 and is admitted to practice law in California, as well as before the United States District Court for Central and Northern Districts of California. He has been selected as a Southern California "Super Lawyers – Rising Star" in 2022 and 2023.

Exhibit 3

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}$ 4-7" on June 1, 1999, and tier $i_{\frac{1}{2}}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

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8 Attorneys for Plaintiff Myiah Dorado

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 10 **FOR THE COUNTY OF SAN DIEGO**

11 MYIAH DORADO, as an aggrieved employee
 pursuant to the Private Attorneys General Act
 12 (“PAGA”), on behalf of the State of California
 and other non-party Aggrieved Employees,

13 Plaintiff,

14 vs.

15 FMS RESTAURANTS INC., a California
 16 corporation; FMS MANAGEMENT, a
 California corporation; and DOES 1 through 10,
 17 inclusive,

18 Defendants.

Case No. 37-2023-00002723-CU-OE-CTL

Assigned to the Hon. Wendy M. Behan

**DECLARATION OF MYIAH DORADO IN
 SUPPORT OF MOTION FOR COURT
 APPROVAL OF THE PAGA SETTLEMENT
 AGREEMENT**

Date: December 5, 2025

Time: 10:15 a.m.

Place: Department 66

Complaint Filed: July 19, 2022

Trial Date: None Set

DECLARATION OF MYIAH DORADO

I, Myiah Dorado, hereby declare as follows:

1. I am over eighteen years old. 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 the named 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 FMS Restaurants, Inc. and FMS Management ("Defendants") as an hourly paid, non-exempt Crew Member at their McDonald's restaurant in Oceanside, California during the PAGA Period. My primary job duties included cashiering, grilling and cooking food, preparing orders, and mopping and sweeping the premises.

3. I decided to file this lawsuit because I had a number of grievances against Defendants stemming from their labor policies. These grievances are set forth in detail in the operative Complaint and my letter to California Labor and Workforce Development Agency ("LWDA").

4. Prior to filing 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 the representative Plaintiff.

5. After retaining my attorneys, I spent considerable time on the phone discussing the facts of my case with my attorneys. I discussed the facts related to my employment with Defendants, including discussing my job duties and responsibilities, my job position, the hours and days I worked, and how I was compensated.

6. When I agreed to represent the LWDA as a deputized private attorney general, I understood it was my duty to be readily available and to participate actively in this case. I knew that I would be required to review documents, search for documents and produce them to my attorneys, answer written questions, potentially answer oral questions and testify truthfully under oath, and be available to appear in court, if necessary.

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 7. I understood that I needed to maintain awareness of the status and progress of the
2 lawsuit.

3 8. My attorneys provided me with a draft of the Complaint for my review and approval. I
4 closely reviewed the Complaint to ensure accuracy and completeness. Following the filing of the
5 Complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly contacted
6 my attorneys to stay current on the status of the litigation, and to discuss my attorneys' progress in
7 prosecuting the claims.

8 9. I have worked to the best of my ability to prosecute this action on behalf of the LWDA,
9 always considering the interests of the LWDA just as I would consider my own interests. I believe
10 PAGA actions are an important tool to assure compliance with the Labor Code.

11 10. Since initiating this lawsuit until now, I have kept aware of the status of the lawsuit and
12 provided my attorneys with information used by them in the litigation. I have spent large amounts of
13 time and effort pursuing my claims and the claims of the other employees from the time I retained my
14 attorneys to the present date.

15 11. Defendants' counsel took my deposition on June 5, 2024. Prior to my deposition, I
16 conferred with my attorneys to prepare, and to learn more about the deposition process. Following my
17 deposition, I carefully reviewed the deposition transcript to ensure that my testimony was properly and
18 accurately recorded.

19 12. I have carefully reviewed the terms of the proposed settlement. My attorneys explained
20 the specifics of how the settlement would work and I accepted the settlement only after I had spent time
21 evaluating the proposed outcome to assure that it was fair. Based on my attorneys' evaluation and
22 recommendation, and my own review, I believe the settlement is fair and reasonable in light of PAGA's
23 policies and purposes.

24 13. In summary, over the course of this litigation I have spent a significant amount of time
25 conferring and working with my attorneys on the prosecution of my claims and evaluating the settlement
26 and related documents. I estimate that I have spent between 30 and 40 hours assisting my attorneys in the
27 prosecution of this lawsuit.

28 14. I am committed to this case and will continue to make myself available as needed in the

1 settlement process.

2 I declare under penalty of perjury under the laws of the State of California that the foregoing is
3 true and correct. Executed on [Date] 11/7/2025 12:19:05 AM, at [City] True and correct, California.

4 DocuSigned by:

Myiah Dorado

5 F4E8CG5FF79C4E8...
Myiah Dorado

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **November 10, 2025**, I served the document described as: **DECLARATION OF MYIAH DORADO IN SUPPORT OF MOTION FOR COURT APPROVAL OF THE PAGA SETTLEMENT AGREEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Edwin M. Boniske (Bar No. 265701)
boniske@higgslaw.com
Kyle W. Nageotte (Bar No. 285599)
nageottek@higgslaw.com
Steven M. Brunolli (SBN: 331694)
brunollis@higgslaw.com
HIGGS FLECHER & MACK LLP
401 West A Street, Suite 2600
San Diego, CA 92101
Tel.: (619) 236-1551
Fax: 619) 696-1410

Attorneys for Defendants
FMS RESTAURANTS INC. and FMS
MANAGEMENT

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **November 10, 2025**, at Los Angeles, California.

Julia Urquizo

Type/Print Name

Julia Urquizo

Signature

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Roxanna Tabatabaeepour (SBN 260187)
Roxanna.Taba@capstonelawyers.com
Ryan Tish (SBN 274284)
Ryan.Tish@capstonelawyers.com
Alexander Wallin (SBN 320420)
Alexander.Wallin@capstonelawyers.com
CAPSTONE LAW APC
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Myiah Dorado

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

MYIAH DORADO, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California
and other non-party Aggrieved Employees,

Plaintiff,

vs.

FMS RESTAURANTS INC., a California
corporation; FMS MANAGEMENT, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 37-2023-00002723-CU-OE-CTL

Assigned to the Hon. Wendy M. Behan

**[PROPOSED] ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: December 5, 2025

Time: 10:15 a.m.

Place: Department C-66

Complaint Filed: July 19, 2022

Trial Date: None Set

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1 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
2 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
3 concession, or liability whatsoever by or against Defendants.

4 8. The Court approves the gross settlement amount of \$1,140,000. After deducting the
5 approved amounts for attorneys' fees and costs and settlement administration costs, the net settlement
6 amount of \$736,494.09 will be allocated as follows: Seventy-Five Percent (75%), or approximately
7 \$552,370.57, shall be paid to the California Labor and Workforce Development Agency, and the
8 remaining Twenty-Five Percent (25%), or approximately \$184,123.52, shall be paid to Aggrieved
9 Employees.

10 9. The Court hereby awards \$380,000 in attorneys' fees and \$13,505.91 costs to Plaintiff's
11 Counsel, Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable
12 for a contingency fee in a PAGA action such as this; i.e., one-third of the common fund created by the
13 settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees
14 via their lodestar crosscheck (i.e., the product of reasonable hourly rates and hours billed).

15 10. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator, and
16 approves Settlement Administration Costs of \$10,000.

17 11. This Judgment shall be binding on all Aggrieved Employees and the State of California.
18 *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative
19 action brought by an aggrieved employee under PAGA is binding not only on the named employee
20 plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to the
21 proceeding).

22 12. Effective on the date when Defendants fully fund the entire Gross Settlement Amount,
23 all Aggrieved Employees will be deemed to have released, on behalf of themselves and their former and
24 present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
25 successors, and assigns, all claims for PAGA penalties that were alleged, or reasonably could have been
26 alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice

27 13. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
28 and continuing jurisdiction under California Code of Civil Procedure section 664.6, over the above-

1 captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.
2 This document shall constitute a judgment under California Code of Civil Procedure section 664.6.

3 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

4 Date _____
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6 Hon. Wendy M. Behan
7 San Diego County Superior Court Judge
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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **November 10, 2025**, I served the document described as: **[PROPOSED] ORDER APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT AND JUDGMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Edwin M. Boniske (Bar No. 265701)
boniske@higgslaw.com
Kyle W. Nageotte (Bar No. 285599)
nageottek@higgslaw.com
Steven M. Brunolli (SBN: 331694)
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San Diego, CA 92101
Tel.: (619) 236-1551
Fax: 619) 696-1410

Attorneys for Defendants
FMS RESTAURANTS INC. and FMS
MANAGEMENT

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **November 10, 2025**, at Los Angeles, California.

Julia Urquizo

Type/Print Name

Julia Urquizo

Signature

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Roxanna Tabatabaeepour (SBN 260187)
Roxanna.Taba@capstonelawyers.com
3 Ryan Tish (SBN 274284)
Ryan.Tish@capstonelawyers.com
4 Alexander Wallin (SBN 320420)
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5 CAPSTONE LAW APC
1875 Century Park East, Suite 1860
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Myiah Dorado

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN DIEGO**

11 MYIAH DORADO, as an aggrieved employee
pursuant to the Private Attorneys General Act
12 (“PAGA”), on behalf of the State of California
and other non-party Aggrieved Employees,

13 Plaintiff,

14 vs.

15 FMS RESTAURANTS INC., a California
16 corporation; FMS MANAGEMENT, a
California corporation; and DOES 1 through 10,
17 inclusive,

18 Defendants.

Case No. 37-2023-00002723-CU-OE-CTL

Assigned to the Hon. Wendy M. Behan

**NOTICE RE SUBMISSION OF THE
SETTLEMENT AGREEMENT TO THE
LWDA**

Date: December 5, 2025

Time: 10:15 a.m.

Place: Department C-66

Complaint Filed: July 19, 2022

Trial Date: None Set

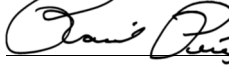
1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that a copy of the PAGA Settlement Agreement has been uploaded
3 to the LWDA's website. Attached as Exhibit 1 is a true and correct copy of the LWDA's confirmation of
4 receipt.

5
6 Dated: November 10, 2025

Respectfully submitted,

7 By:



8 Raul Perez
9 Roxanna Tabatabaeepour
10 Ryan Tish
11 Alexander Wallin
12 **CAPSTONE LAW APC**

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Attorney for Plaintiff Myiah Dorado

Exhibit 1

Eduardo Santos

From: no-reply@formassembly.com
Sent: Monday, November 10, 2025 9:23 AM
To: Eduardo Santos
Subject: Thank you for your Proposed Settlement Submission

11/10/2025 09:23:12 AM

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

Item submitted: Proposed Settlement

On 11/10/2025 09:23:12 AM your Proposed Settlement was successfully processed for case number LWDA-CM-897964-22

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PROOF OF SERVICE

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On **November 10, 2025**, I served the document described as: **NOTICE RE SUBMISSION OF THE SETTLEMENT AGREEMENT TO THE LWDA** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Edwin M. Boniske (Bar No. 265701)
boniske@higgslaw.com
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Julia Urquizo

Type/Print Name

Julia Urquizo

Signature