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Attorneys for Plaintiff Apolinar Garcia, individually and as an aggrieved employee on behalf of the State of California and other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

APOLINAR GARCIA, individually and as an aggrieved employee on behalf of the State of California and other aggrieved employees,

Plaintiff,

vs.

LAWRY'S RESTAURANTS, INC., and DOES 1-10, inclusive,

Defendants.

Case No.: 22STCV25409

Assigned for All Purposes to:
Hon. Carolyn B. Kuhl
Dept.: 12

DECLARATION OF LANCE DACRE IN SUPPORT OF THE UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT

Date: April 6, 2027
Time: 1:45p.m.
Dept.: 12

FAC Filed: October 11, 2022
Complaint Filed: August 5, 2022
Trial Date: Not Set

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DECLARATION OF LANCE DACRE

I, Lance Dacre, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff Apolinar Garcia (hereinafter referred to as "Plaintiff"). I submit this declaration in support of Plaintiff's Unopposed Motion for Approval of PAGA Settlement. I have personal knowledge of the facts set forth below and if called to testify regarding them, I could and would do so competently.

2. Plaintiff Apolinar Garcia was employed by Defendant as a non-exempt, hourly employee in California. Defendant Lawry's Restaurants, Inc. operates restaurants in California and employed non-exempt employees during the relevant time period.

3. On August 5, 2022, Plaintiff commenced this Action against Defendant by filing a Complaint alleging various causes of action for wage and hour violations under the California Labor Code for failure to: (1) Pay Lawful Wages; (2) Provide Lawful Meal Periods or Compensation in Lieu Thereof; (3) Provide Lawful Rest Periods or Compensation in Lieu Thereof; (4) Pay Employee Expenses; (5) Timely Pay Wages During Employment; (6) Timely Pay Wages at Termination; (7) Provide Accurate Itemized Wage Statements; (8) Follow the Unfair Competition Law. On that same date, pursuant to Labor Code section 2699.3(a), Plaintiff provided written notice to the LWDA and to Defendant of the Labor Code violations alleged in the Action.

4. On October 11, 2022, Plaintiff filed an amended complaint adding a representative cause of action for civil penalties pursuant to PAGA. The PAGA claims are premised, in part, on allegations that Defendant's payroll and compensation practices resulted in underpayment of wages, including issues relating to the calculation of the regular rate of pay where multiple pay rates were utilized, as well as alleged failures to provide compliant meal and rest periods and to provide accurate wage statements. Plaintiff also contends that such alleged violations give rise to derivative PAGA penalties. Plaintiff subsequently stipulated to individual arbitration and dismissed his class claims. Plaintiff's arbitration is JAMS Case No. 5220004473.

5. During the course of the litigation, Plaintiff's counsel engaged in informal discovery of Defendant's alleged Labor Code violations, which specifically targeted evaluating the strength

and value of the PAGA claims in preparation for resolution of this Action. Plaintiff's counsel obtained and reviewed documents and data including Plaintiff's wage and timekeeping records, wage and timekeeping records for a substantial sampling of Aggrieved Employees, relevant employment policies, payroll data, and information sufficient to evaluate the estimated number of Aggrieved Employees and PAGA Pay Periods during the PAGA Period.

6. Based on the information and documents produced by Defendant, Plaintiff's counsel was able to evaluate the alleged violations, determine the approximate number of Aggrieved Employees and PAGA Pay Periods, and construct a damages and exposure model for the PAGA claims.

7. Defendant denies the allegations in the Operative Complaints and disputes any failure to comply with the Labor Code or applicable Wage Orders, including paying all wages owed, maintaining lawful compensation practices, providing compliant meal and rest periods, issuing accurate itemized wage statements, timely paying all wages, and reimbursing any necessary business expenses. Defendant further denies that any Aggrieved Employee, including Plaintiff, is entitled to PAGA penalties. Defendant maintains that Plaintiff and aggrieved employees entered into arbitration agreements that, pursuant to *Viking River Cruises, Inc. v. Moriana* (2022) 142 S. Ct. 1906, require (1) Plaintiff to arbitrate his individual claims, and (2) present significant issues as to the scope of representative PAGA claims remaining before this Court.

8. Based on Plaintiff's counsels' experience in litigating wage and hour representative actions, the investigation conducted and the data obtained were sufficient to evaluate the strength, risks, and potential value of the PAGA claims for purposes of settlement.

9. On May 21, 2025, the Parties participated in a full-day mediation with the reputable employment mediator Robert Coviello. At the conclusion of the mediation, the Parties did not reach a settlement. Thereafter, the Parties continued in litigation and engaged in settlement discussions. On January 22, 2026, the Parties participated in a second full-day private mediation with mediator Coviello, which led to the PAGA Settlement Agreement. After further negotiations and exchanges regarding the proposed settlement agreement, the Parties agreed to the final terms set forth in the PAGA Settlement Agreement. Plaintiff submitted the Settlement Agreement to the LWDA

concurrently with the filing of this Motion, pursuant to Labor Code section 2699(l)(2). A true and correct copy of the Settlement Agreement is attached hereto as Exhibit 1 and included by reference.

10. Defendant maintains that even if the Court were to award penalties, the Court could significantly reduce any such penalties based on the discretionary factors contained in Labor Code section 2699(e)(2) ("In an action by an aggrieved employee . . . a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory"). These factors weighed heavily in the analysis of the claims.

11. Based on these factors and defenses, which had the potential to completely eliminate or significantly reduce Plaintiff's recovery, the range of realistic "litigation outcomes" on Plaintiff's PAGA claims was defined by a "maximum possible liability" of approximately $2,519,700 (assuming Plaintiff could prove the alleged violations occurred, which Defendant denies). This figure attributes the maximum penalty of $100 to each of the estimated 25,197 pay periods in scope during the PAGA period. The figure also assumes that there is a 100% violation rate during the PAGA period, such that every pay period involved at least one Labor Code violation, despite disputes regarding Defendant's liability. Plaintiff's analysis also considers that the purpose of PAGA is to help enforce workplace rules and safety and encourage employer compliance through financial penalties. In applying PAGA, the Court retains discretion to reduce the penalty to encourage compliance without it being unjust or oppressive. Defendant does not concede that any penalty, in whole or in part, is applicable to any of Plaintiff's alleged claims.

12. The estimated valuations attributed to the claims for purposes of settlement reflect these risks, defenses, and limitations, and were not aggregated due to the unavailability of stacking.

a. Failure to Pay Wages Claim

Plaintiff's claim for failure to pay all lawful wages owed is premised on allegations that, during the PAGA Period, Plaintiff and Aggrieved Employees were not paid for all hours worked during their work shifts while under the control of Defendants. Plaintiff alleges that, during the PAGA Period, Defendants implemented policies and practices which resulted in Plaintiff and aggrieved employees working off the clock and without compensation. Plaintiff alleges that he and

aggrieved employees were required to work through meal and rest breaks even though they had clocked out due to the demands of the workload. Plaintiff further alleges that he and aggrieved employees were required to perform pre- and post-shift work duties while clocked out and were not compensated for this work performed "off the clock." Defendant disputes these allegations and contends that it properly calculated all wages owed, and fully compensated all non-exempt employees for all hours worked.

Taking into consideration the nature of the allegations and Defendant's defenses thereto, including disputes regarding whether any violations occurred, this claim presents significant litigation risk. These risks include challenges in establishing uniform policies or practices giving rise to PAGA penalties, as well as the inherent difficulty in proving liability and damages on a representative basis. This claim was valued at an 8% to 10% violation rate and thus between $201,576 and $251,970 in estimated maximum realistic PAGA penalties.

b. Meal Period Claim

The meal period claim is based on allegations that Defendant did not always provide compliant meal periods to Plaintiff and Aggrieved Employees. Plaintiff alleges that Defendant failed to ensure that compliant meal periods were provided in accordance with California law. Plaintiff further alleges that he and Aggrieved Employees were required to miss meal breaks due to time constraints and demands of their work shifts. Defendant disputes Plaintiff's allegations and contends that its meal period policies and practices complied with applicable law, including by providing employees with the opportunity to take compliant meal periods and by paying premium wages when required. Defendant further contends that any alleged violations were not widespread and that individual issues would predominate with respect to any determination of liability.

Taking into consideration the nature of the claim, Defendant's defenses, and the legal standards governing meal period compliance, including *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004 ("*Brinker*"), this claim presents substantial litigation risk. These risks include challenges in establishing that any alleged violations occurred on a uniform or representative basis, as well as Defendant's contention that it satisfied its legal obligations under California law. Based on these factors, this claim was valued at a 5% to 8% violation rate and thus between $125,985 and

$201,576 in estimated maximum realistic PAGA penalties.

c. Rest Period Claim

As with the meal period claim, the rest period violation claim is based on allegations that Defendant did not always authorize and permit compliant rest periods to Plaintiff and Aggrieved Employees. Plaintiff alleges that Defendant failed to ensure that rest periods were provided in accordance with California law. Defendant disputes Plaintiff's allegations and contends that it maintained lawful rest period policies and practices, including authorizing and permitting compliant rest periods. Defendant further asserts that Plaintiff lacks evidence demonstrating that any Aggrieved Employee was denied a compliant rest period, and contends that such claims would require individualized inquiries, particularly given that rest periods are not recorded.

Taking into consideration the nature of the claim, Defendant's defenses, and the legal standards governing rest period compliance, including *Brinker*, this claim presents significant litigation risk including challenges in establishing liability on a representative basis and Defendant's contention that it satisfied its legal obligations. This claim was valued at a 2% to 5% violation rate and thus between $50,394 and $125,985 in estimated maximum PAGA penalties.

d. Failure to Reimburse Employee Expenses Claim

The claim for business expense reimbursement under Labor Code section 2802 is premised on allegations that Defendant failed to reimburse Plaintiff and Aggrieved Employees for necessary business expenses. Specifically, Plaintiff alleges that Defendant failed to adequately reimburse Plaintiff and aggrieved employees for the use of their personal cell phones and vehicles in the performance of their job duties. Plaintiff alleges that Defendant required aggrieved employees to use their personal cell phone to speak with and respond to managers for scheduling purposes and to use their personal vehicles at times for work-related purposes. Defendant disputes this claim and contends that employees were not required to incur unreimbursed business expenses and that any such expenses were properly reimbursed. Defendant further asserts that resolution of this claim would require individualized inquiries into whether any expenses were incurred and whether reimbursement was required. Taking into consideration the individualized nature of this claim and Defendant's defenses, this claim was valued at a 1% to 3% violation rate and thus between an

estimated maximum of $25,197 and $75,591 in realistic PAGA penalties.

e. Failure to Timely Pay Wages During Employment Claim

This claim is derivative of the underlying wage and hour claims. Plaintiff alleges that Defendant failed to timely pay all wages due during employment. Defendant disputes these allegations and contends that all wages owed—including any minimum wages, overtime wages, and premium wages—were timely paid in accordance with California law. Defendant further maintains that because the underlying wage claims lack merit, any derivative claims for penalties based on alleged untimely payment likewise fail. Taking into consideration the derivative nature of this claim and Defendant's defenses, this claim was valued at an 8% to 10% violation rate and thus between $201,576 and $251,970 in realistic PAGA penalties.

f. Failure to Timely Pay Wages at Termination Claim

This claim is derivative of the underlying claims. Defendant once again asserts that no unpaid wages are owed as Defendant did not fail to pay the correct wages owed, including overtime or minimum wages, nor did they fail to pay premium wages for meal and rest breaks. This claim was valued at a 0% to 5% violation rate and thus between an estimated maximum $0 and $125,985 in PAGA penalties.

g. Failure to Provide Accurate Itemized Wage Statements

This claim is derivative of the underlying wage claims and is based on allegations that Defendant failed to provide accurate itemized wage statements. Plaintiff alleges that wage statements did not accurately reflect hours worked, applicable rates of pay, and total wages earned. Defendant denies these allegations and contends that it provided compliant wage statements in accordance with Labor Code section 226(a). Defendant further asserts that any alleged inaccuracies are dependent on the resolution of the underlying wage claims.

Taking into consideration the derivative nature of this claim and Defendant's defenses, this claim was valued at a 0% to 5% violation rate and thus between an estimated maximum $0 and $125,985 in realistic PAGA penalties.

h. Violation of the Unfair Competition Law

The UCL claim is based on the above wage claims which Defendant disputes. A zero-dollar

value was assigned to the UCL claim because it does not provide any additional value in this Action other than to increase the statute of limitations to four years for the underlying claims.

13. The above factors and analysis, including the potential for the PAGA claims to be completely eliminated or significantly reduced, weigh heavily in favor of resolution by way of the compromise set forth in the Settlement. In the view of Plaintiff's counsel, the benefit conferred by the proposed Settlement is fair, reasonable, and adequate under the circumstances, as it reflects a reasoned compromise which takes into consideration the risks inherent in this case, including the potential for no recovery.

14. Plaintiff recognizes the expense and length of continued proceedings necessary to litigate the matter through trial and any possible appeals and has also considered the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation based upon the burdens of proof. Plaintiff is also aware of the burdens of proof necessary to establish liability, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing Defendant's liability for, and the right to recover, penalties on behalf of Plaintiff, the State of California, and the other putative Aggrieved Employees. Additionally, there is a real possibility that Plaintiff would recover nothing, either individually or on behalf of the State of California or other Aggrieved Employees, after years of costly and labor-intensive litigation. Avoiding these risks and the likelihood of future contentious litigation, which would involve significant costs, favors settlement.

15. The LWDA was provided notice of this Motion and the Settlement Agreement pursuant to Labor Code section 2699(l)(2) as evidenced by the proof of service for the Motion for Approval of PAGA Settlement.

16. In addition to the Settlement Agreement presented herein, Plaintiff Garcia and Defendant have entered into a separate, confidential agreement resolving Plaintiff's individual claims. Under that separate agreement, Plaintiff will receive a modest payment of $10,000.00 in exchange for a general release of all his individual claims, including a waiver under Civil Code section 1542. This individual payment is entirely separate from, and does not dilute, the $470,000.00 Gross Settlement Amount dedicated to the PAGA Settlement.

17. The parties' contractual agreement to pay counsel's attorneys' fees is reasonable. James Hawkins APLC firm has been the Plaintiff's law firm to represent Plaintiff and the Aggrieved Employees in this matter, and we have borne the risk and cost of this litigation on a pure contingency basis. To date, James Hawkins, APLC has not received any compensation and has expended litigation costs on behalf of the Plaintiff and the Aggrieved Employees. PAGA action contingency cases are inherently risky. Upon retention, James Hawkins, APLC makes a commitment to litigate the case through trial. These types of cases can take years, hundreds of hours of work and cost an enormous amount of money; these risks are known upon retention. The risks involved coupled with the contingency basis of this case further support counsels' request for attorneys' fees and costs.

18. Over the past twenty plus years, attorneys at James Hawkins APLC have represented, mediated, and settled many class and PAGA actions filed by employees alleging wage and hour violations and have knowledge of the strengths and weaknesses of the claims pled and defenses available in this case and the benefits of the proposed settlement under the circumstances of the case.

19. James Hawkins APLC has a great deal of experience in wage and hour class action litigation. The law firm and its lawyers have obtained certification of multiple classes, have been approved as class counsel in many other wage/hour class actions, and are currently litigating numerous others. Although not an all-inclusive list, over the years the law firm has prosecuted the following class and/or PAGA action matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those associated with this action:

a. *Aguilar v. 7-Eleven, Inc*., et al., Orange County Superior Court- Case No.: 30-2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium wages for meal period and rest periods and resultant penalties. Class Notice pending.

b. *Carey, et al. v. Arthur J. Gallagher*, et al., USDC, SOUTHERN DISTRICT- Case No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-classification of insurance claims adjusters employed by Gallagher Bassett, a third party administrator (TPA) in the State of California. Certification granted. Plaintiffs' counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

c. *Dao v. 3M Company*, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-04554. Wage and Hour Class Action case seeking past wages for "off the clock", overtime and meal and rest break violations for production workers in the State of California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW. Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail employees in the State of California. Plaintiff's counsel appointed co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No. SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail employees in the State of California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

f. *West v. Iron Mountain Information Management, Inc., et al.*; Los Angeles County Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for driver employees in the State of California. Settlement for "binding arbitration." Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiff's counsel, lead trial counsel and class counsel.

g. *Gonzalez v. Superior Industries Inter, Inc., et al.,* Los Angeles County Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime, meal and rest breaks violations for production employees in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

h. *Acosta v. Fleetwood Travel Trailers of California, Inc*., et al., Riverside County Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production employees in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.

Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break violations for restaurant employees in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted and funds fully distributed.

j. *Padron v. Universal Protection Service, et al,* Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for security officers in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

k. *Martinez v. Securitas Security Services USA*, et al., Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for meal and rest break violations for security officers employed by defendant in the State of California. Plaintiff's counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.

l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc*. et al., Riverside Superior Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for housekeepers employed by defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

m. *Ruiz, et al. v. Unisourse Worldwide, Inc., et al*., USDC, CENTRAL DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period violations for non-exempt employees employed by defendant in the state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has petitioned the Court for Lead Counsel.

n. *Herrador v. Culligan International Company, et al*., USDC, CENTRAL DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field and branch employees of defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled and awaiting Final Approval.

o. *Defries v. Domain Restaurants, et al.,* Orange County Superior Court, Case No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

p. *Denton v. BLB Enterprises, Inc., et al*., Orange County Superior Court, Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations for security guards employed by defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

q. *Rios v. Sandberg Furniture Manufacturing Co*., Inc, et al., Los Angeles Superior Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break violations for production employees employed by defendant in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

r. *McMurray v. Dave and Busters, Inc*., et al., Orange County Superior Court, Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break violations for restaurant employees employed by defendant in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendant, DBA Carl's Jrs. in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

t. *Burns v. Gymboree Operations, Inc*., et al., San Francisco Superior Court, Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break violations for retail employees employed by defendant in the State of California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

u. *Willems v. Diedrich Coffee, Inc.,* et al., Orange County Superior Court, Case No. 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendant in the State of California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

v. *Davila, et al. v. Beckman Coulter, Inc*., et al., Orange County Superior Court, Case

No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production workers employed by defendant in the State of California. Plaintiff's counsel appointed lead counsel. Case settled; final approval granted; no objections and funds fully distributed.

w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for production employees employed by defendant in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

20. Mr. Hawkins has been practicing law in California since 1997 and in 2007 incorporated his wage and hour class action practice as James Hawkins APLC. Since its inception, Mr. Hawkins has been lead and/or co-lead counsel in hundreds of wage and hour class action and PAGA cases.

21. Isandra Fernandez, my co-counsel on this matter, has been a member of the Florida Bar since January 1996 and a member of the California Bar since August 2002. Ms. Fernandez has specialized in employment-related litigation, including complex wage and hour civil litigation, since 2003.

22. I have been practicing law in California since 1997 and joined the James Hawkins, APLC law firm in February 2022, and now exclusively litigate plaintiff-related wage and hour class action cases. I have been involved in litigating, mediating and settling numerous wage and hour class and PAGA actions dealing with class sizes ranging from several hundred to several thousand class members in both State and Federal courts.

23. Ms. Melissa Whitson holds a B.A. in Liberal Studies from California State University Fullerton. Ms. Whitson has been a paralegal in the employment law field for more than 20 years.

24. James Hawkins APLC is a boutique law firm that specializes in wage and hour class actions and is comprised of several seasoned attorneys and staff. The hourly rates for the attorneys who worked on this case, Isandra Fernandez and me, are respectfully submitted as reasonable rates

in line with comparable hourly rates charged by other firms that handle complex litigation in California. These rates have been approved in wage and hour class and PAGA actions by courts in counties throughout California, including San Bernardino, Los Angeles, Riverside, Sacramento, and Sutter. These hourly rates also fall within the rates of the commonly accepted Laffey Matrix of rates charged by attorneys and paralegals. (A true and correct copy of the Laffey Matrix is attached hereto as Exhibit 2 and included by reference).

25. Since on or about April of 2022, prior to the inception of the filing of this action on August 5, 2022, through the present, James Hawkins APLC has had to, among other things, expend time on the following: engage in numerous discussions with Plaintiff, conduct comprehensive investigations including but not limited to researching Defendant's structure, business relationship, positions, locations; conduct research and analysis regarding potential class members and/or aggrieved employees within the scope of the putative class and potential claims; draft Complaint and PAGA letter; file a first amended complaint adding PAGA; attend status conferences; prepare reports for status conferences; prepare a discovery plan on PAGA issues related to the case; discussions with Defendant; review and discuss arbitration; prepare arbitration demand; attend arbitration status conferences; review and respond to discovery; discuss and prepare client for deposition; discussions with defendant regarding mediation; review extensive documents and information for mediations; discussions with plaintiff and expert regarding mediation; attend two full days of mediation; review and discuss mediator's proposal; draft and exchange multiple drafts of formal settlement agreement and supporting documents; discussions with client regarding settlement agreement; finalize settlement and PAGA notice; draft, review and revise plaintiff's PAGA approval motion and supporting documents. A great amount of time and effort has been expended to properly and comprehensively perform the job required of this case and prepare for all contingencies that may arise, regardless of whether the case settles.

26. The attorneys who have worked on this matter are Mr. Hawkins, Ms. Fernandez, Anthony Draper, and me. My hourly rate is $925, Mr. Draper's hourly rate is $550, Ms. Fernandez's hourly rate is $975 and Mr. Hawkins' hourly rate is $1,000. The hourly rate for the paralegal, Ms. Melissa Whitson, is $220. Since the inception of this matter, prior to filing the Complaint, the total

amount of attorney time and paralegal time estimated to have been expended and also estimated to be expended in finalizing this matter is 324.4 hours (Mr. Hawkins. 15 hours, Ms. Fernandez 119 hours, Mr. Draper 20 hours, Mr. Dacre 170.4 hours, and Ms. Whitson 10 hours) which equates to $299,645 in total fees.

27. In the course of this litigation, James Hawkins APLC has incurred costs of $18,673.15 through the conclusion of this matter. (A true and correct copy of James Hawkins APLC cost invoice is attached hereto as Exhibit 3)

I hereby declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed on September 22, 2026, at San Clemente, California.



Lance Dacre

EXHIBIT 1

Docusign Envelope ID: B87227F7-4835-4CAE-AFE4-B5F1C63CC548

PAGA SETTLEMENT AGREEMENT

This agreement to settle claims asserted pursuant to the Private Attorneys General Act ("PAGA Settlement Agreement") is made by and between Apolinar Garcia (misspelled Apolina in the Action) ("Plaintiff"), on behalf of himself, all alleged aggrieved employees, and the State of California, and defendant Lawry's Restaurants, Inc. ("Defendant"). This PAGA Settlement Agreement refers to Plaintiff and Defendant collectively as the "Parties," or each side individually as a "Party."

1. DEFINITIONS.

1.1 "Action" means, collectively, Plaintiff's Private Attorneys General Act ("PAGA") cause of action alleging wage and hour violations, contained within the lawsuit *Garcia v. Lawry's Restaurants, Inc.* filed on August 5, 2022, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 22STCV25409, Plaintiff's PAGA Notice(s), as amended (Case No. LWDA-CM-899889-22), and Plaintiff's claims in arbitration, JAMS Case No. 5220004473.

1.2 "Administrator" means Simpluris, 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 "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means Plaintiff and any person who worked as a non-exempt employee for Defendant in California during the PAGA Period.

1.5 "Aggrieved Employee Data" means the Aggrieved Employees' full name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked by each Aggrieved Employee.

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

1.7 "Court" means the Superior Court of California, County of Los Angeles.

1.8 "Court Approval Order and Judgment" means the Court order and judgment granting final approval of the Settlement.

1.9 "Defendant" means and refers to the named defendant Lawry's Restaurants, Inc.

1.10 "Defense Counsel" means Sheppard, Mullin, Richter & Hampton LLP by and through Greg Labate, Esq., the attorney representing the Defendant in the Action.

Docusign Envelope ID: B87227F7-4835-4CAE-AFE4-B5F1C63CC548

1.11 "Effective Date" means the date by which the Settlement, including the Court Approval Order and Judgment, becomes final. For purposes of this PAGA Settlement Agreement, the Settlement "becomes final" only after the latest of (i) the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed, which is no sooner than 61 days following the Court Approval Order and Judgment; (ii) any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; (iii) any appeal, write, or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief; or (iv) the period for filing any motion to intervene, motion to vacate or similar motion attempting to disrupt the Settlement has elapsed without any such motion having been filed, or such motion has been denied and is itself unappealable. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court Approval Order and Judgment is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

1.12 "Gross Settlement Amount" means Four Hundred Seventy Thousand Dollars, and Zero Cents ($470,000.00), which is the total gross amount Defendant agrees to pay under the Settlement. 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.

1.13 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

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

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

1.16 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount which is also the same as the PAGA Penalties.

1.17 "PAGA Counsel" means James Hawkins APLC by and through James Hawkins, Isandra Fernandez, and Lance Dacre, the attorneys representing the Plaintiff in the Action.

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1.18 "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.

1.19 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant in California for at least one day during the PAGA Period.

1.20 "PAGA Period" means the period from August 5, 2021, to the date that the Court approves this settlement.

1.21 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*, §§ 2699, *et seq.*).

1.22 "PAGA Notice" means Plaintiff's letter to Defendant and the LWDA dated August 5, 2022 (Case No. LWDA-CM-899889-22), providing notice pursuant to Labor Code section 2699.3, subd.(a) of Defendant's alleged Labor Code violations.

1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid, allocated 75% to the LWDA and 25% to the Aggrieved Employees in settlement of PAGA claims asserted in the Action.

1.24 "Plaintiff" means Apolinar Garcia, the named plaintiff in the Action.

1.25 "Released PAGA Claims" means the claims being released by the Plaintiff, the Aggrieved Employees, and PAGA Counsel as described in Paragraph 5 below.

1.26 "Released Parties" means: Defendant and each and all of its past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, divisions, assigns, predecessors, successors, insurers, joint venturers, joint employers, temporary staffing agencies and employees thereof, dual employers, co-employers, common law employers, and alter-egos.

1.27 "Settlement" means the disposition of the Action effected by this PAGA Settlement Agreement and any related Court orders.

1.28 "Settlement Cover Letter" means the cover letter to be mailed by the Settlement Administrator to each Aggrieved Employee along with Individual PAGA Payment checks, substantially in the form attached hereto as **Exhibit A**. This letter will be mailed in both English and Spanish.

2. RECITALS.

2.1 On August 5, 2022, Plaintiff commenced the Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay lawful wages;

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(2) failure to provide lawful meal periods or compensation thereof; (3) failure to provide lawful rest periods or compensation in lieu thereof; (3) failure to pay employee expenses; (5) failure to timely pay wages during employment; (6) failure to timely pay wages at termination; (7) failure to provide accurate, itemized wage statements; and (8) violation of the unfair competition law. On October 11, 2022, Plaintiff filed an amended complaint, adding a cause of action under PAGA ("Operative Complaint.") Plaintiff subsequently stipulated to individual arbitration and dismissed his class claims. Plaintiff's arbitration is JAMS Case No. 5220004473. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all wrongdoing, legal liability, penalties, interest, and damages arising out of any of the facts or conduct alleged in the Action. Neither this PAGA Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this PAGA Settlement Agreement, is, may be construed as, or may be used as an admission, concession or indication by or against Defendant of any fault, wrongdoing, or liability whatsoever.

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

2.3 On January 22, 2026, the Parties participated in a second full-day private mediation with the help of a reputable employment mediator, Bob Coviello, which led to this PAGA Settlement Agreement to settle the Action.

2.4 The Parties engaged in informal discovery. Among other things, Plaintiff obtained, through informal discovery wage and timekeeping records for Plaintiff and a substantial sampling of the Aggrieved Employees.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay the total gross amount of Four Hundred Seventy Thousand Dollars and Zero Cents ($470,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this PAGA Settlement 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 Defendant, nor will Defendant under any circumstances be liable for an amount that exceeds the Gross Settlement Amount.

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 in the Court Approval Order and Judgment:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment totaling not more than one third (1/3) of the Gross Settlement Amount, which is One

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Hundred Sixty Thousand Dollars and Zero Cents ($160,000.00) and a PAGA Counsel Litigation Expenses amount not to exceed $20,000. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for approval of PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and 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 counsel retained by Plaintiff and/or PAGA Counsel arising from any claim to any portion of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation 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 PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, 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 not to exceed $5,856 except for a showing of good cause and as approved by the Court. To the extent the actual administration expenses are less or the Court approves payment less than $5,856, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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 Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the count of each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments. No Aggrieved Employee may opt out of or be excluded from participating in the portion of the Settlement that releases PAGA claims, and each Aggrieved Employee shall be bound by the release of PAGA claims as specified under the "Release by Aggrieved Employees," regardless of whether they cash their Individual PAGA Payment check.

3.2.3.2. Payments. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. No person shall have any claim against Defendant, Defense Counsel, Plaintiff, PAGA

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Counsel, or the Administrator based on distributions and payments made in accordance with this PAGA Settlement Agreement. Additionally, the Individual PAGA Payments shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff and/or any of the other Aggrieved Employees.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to December 2025, Defendant estimates there are approximately 651 Aggrieved Employees who worked a total of approximately 25,197 PAGA Pay Periods during the PAGA Period.

4.2 Aggrieved Employee Data. Within fourteen (14) calendar days after entry of the Court Approval Order and Judgment, Defendant, through Defense Counsel, will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the 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 only those Administrator employees who need access to the Aggrieved Employee Data to effectuate and perform the Administrator's duties under this PAGA Settlement Agreement. Defendant has a continuing duty to immediately notify the Administrator if it discovers that the Aggrieved Employee Data omitted any information intended to be included, and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible, to the extent such information is available to Defendant. Without any extension of the deadline by which Defendant 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, incorrect, or omitted Aggrieved Employee Data.

4.3 Escalator Clause. Defendant estimates there is approximately 25,197 pay periods through December 2025. If it is determined that the number of pay periods within the PAGA Period exceeds 25,197 by more than ten percent (10%) (*i.e.*, exceeds 27,717 pay periods), then Defendant has the option to either: (1) increase the Gross Settlement Amount by the percentage increase over the ten percent (10%) increase (*i.e.*, if the number of pay periods increases by 11%, then the Gross Settlement Amount will increase by 1%); or (2) end the PAGA Period on the date when the number of pay periods reaches 27,717 pay periods.

4.4 Tax Allocation. Because this Settlement resolves claims for civil penalties under PAGA only, and does not resolve claims for unpaid wages, no portion of the Settlement shall be treated as wages. One hundred percent (100%) of the payments made pursuant to this Agreement, including Attorneys' Fees and Costs,

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LWDA Payments, and Individual PAGA Payments to Aggrieved Employees, shall be treated as non-wage income for tax purposes and shall not be subject to payroll tax withholdings. The Settlement Administrator shall issue IRS Forms 1099 as required by law.

4.5 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator into an account set up solely for distribution of funds pertaining to this Settlement within fourteen (14) calendar days of the Effective Date.

4.6 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail the Settlement Cover Letter and checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.6.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees along with the Settlement Cover Letter via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided. The checks shall be valid for 180 days from the date of mailing. 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.

4.6.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (7) calendar 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. At the request of an Aggrieved Employee prior to the void date, the Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced.

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

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4.6.4 The payment of Individual PAGA Payments shall not obligate Defendant or any of the other Released Parties to confer any additional benefits or make any additional payments to the Aggrieved Employees or any other employee (such as 401(k) contributions or bonuses) beyond those specified in this PAGA Settlement Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant has fully funded the entire Gross Settlement Amount, Plaintiff, individually and on behalf of the State of California, the Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by the State of California and Aggrieved Employees. The State of California and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the LWDA, the Released Parties from all claims for civil penalties under PAGA that were alleged, or could reasonably have been alleged, based on the facts and allegations in the Action and/or in the PAGA Notices, including but not limited to, claims relating to failure to pay minimum wages, straight time compensation, overtime wages and compensation, double-time compensation, and/or interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages and wages due upon separation; collecting and/or receiving from Aggrieved Employees part of their wages; failing to provide Aggrieved Employees with paid sick leave; failing to pay Aggrieved Employees wages for unused vested vacation time; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; reimbursement for all necessary business expenses; failure to indemnify employees for necessary expenditures incurred in discharge of duties; payment for all hours worked, including off-the-clock work and walking time; failure to furnish accurate itemized wage statements; failure to maintain required records; unlawful deductions and/or withholdings from wages; unlawful failure to keep accurate payroll records of daily hours worked; failure to permit inspection of personnel and payroll records; any violations of the California Labor Code that could have been alleged, including without limitation sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, , 210, 216, 218, 218.5, 218.6, 221, , 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246-248.5, 247.5, 248.5, 256, , 450, 510, , 512, , 550, 551, 552, 558, , 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2698, *et seq.*, 2699 *et seq.*, 2800, 2802, and 2804, and any violations of the unfair competition law or Wage Orders of the California Industrial Welfare Commission that could reasonably have been alleged ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. All such claims, liabilities or causes of action (including, without limitation, claims for related attorneys' fees and costs) are forever barred by this PAGA Settlement Agreement regardless of the forum in

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which they may be brought. The Parties intend for this release to be as broad as lawfully possible. Non-signatories can avail themselves of the PAGA Settlement Agreement, and this PAGA Settlement Agreement is for their respective benefit and use.

5.2 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors, assigns, the State of California, and the LWDA, the Released Parties from all claims for any attorneys' fees or costs incurred in connection with the Action, except as provided for in this Settlement Agreement.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subd. (f)(2)) including (i) a draft proposed Court Approval Order and Judgment; (ii) a draft Settlement Cover Letter; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (notices of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this PAGA Settlement Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. Pursuant to Labor Code section 2669 subd. (l)(2), PAGA Counsel shall submit the proposed settlement to the LWDA at the same time that the proposed settlement is submitted to the Court. Moreover, pursuant to Labor Code section 2699 subd. (l)(3), PAGA Counsel shall submit a copy of the Court's judgment following approval of this PAGA Settlement Agreement, and any other order in the Action that either provides for or denies an award of PAGA civil penalties shall be submitted to the LWDA within ten (10) calendar days after entry of the Court Approval Order and Judgment.

6.2 Responsibilities of PAGA and Defense Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) calendar days after the full execution of this PAGA Settlement Agreement, 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 delivering the Court Approval Order and Judgment to the Administrator.

6.3 Duty to Cooperate. At least seven (7) calendar days before filing any application or motion for approval, PAGA Counsel shall provide a copy of the proposed filing to Defense Counsel for Defense Counsel's review. 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 remote means, and in good faith, to resolve the

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disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any change to this PAGA Settlement Agreement or any other term of Settlement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by remote means, and in good faith, to modify the PAGA Settlement Agreement and/or Settlement and otherwise satisfy the Court's concerns. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Aggrieved Employees to submit written objections to the Settlement, or appeal from the Court Approval Order and Judgment.

6.4 Nullification of Settlement. In the event the Court does not enter a Court Approval Order and Judgment as provided herein, which becomes final as a result of the occurrence of the Effective Date, or the Settlement does not become final for any other reason, this PAGA Settlement Agreement, shall become null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void *ab initio*. In such a case, the Parties will seek to reach a revised agreement acceptable to them to be presented to the Court. In the event the Parties cannot reach a mutually acceptable revised agreement, they shall ask the mediator to assist them in resolving the remaining disputes before litigating further. In the event the Parties are unable to reach a revised agreement, or any such revised agreement is not approved by the Court, the Parties shall proceed in all aspects as if this PAGA Settlement Agreement had not been executed, submitted, and/or filed, and Defendant will not make any payments under either agreement, except that any fees already incurred by the Administrator shall be paid for by Defendant. In the event any motion to intervene or to vacate, or similar motion is filed prior to the Effective Date, or an appeal is filed from the Court Approval Order and Judgment, or any other appellate review is sought prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the motion, appeal, or other appellate review. The Parties will work cooperatively in connection with defending the Settlement, and each Party will file papers in support of the Settlement as necessary and appropriate.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees to be bound by this PAGA Settlement Agreement and to perform, as a fiduciary, all duties specified in this PAGA Settlement Agreement in exchange for the Administration Expenses Payment. 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 generate and use its own unique identification number for each Aggrieved Employee ("Employee Identification Number") for the purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. 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 PAGA Settlement Agreement or otherwise.

8. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of the Approval Order, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this PAGA Settlement Agreement, and/or the Court Approval Order and Judgement, (ii) addressing settlement administration matters, and (iii) addressing such matters after entry of the Court Approval Order and Judgment as are permitted by law.

8.1 Waiver of Right to Appeal. Provided the Court's final judgment pertaining to the Settlement is consistent with the terms and conditions of this PAGA Settlement Agreement, including without limitation 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 a third party appeals the judgment, the Parties' obligations to perform under this PAGA Settlement Agreement will be suspended until such time as the appeal is finally resolved and the judgment becomes final.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability or Representative Manageability for Other Purposes. This PAGA Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's 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 not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. This PAGA Settlement Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this PAGA Settlement Agreement).

9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this PAGA Settlement Agreement, shall constitute the entire agreement between the

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Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

9.4 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 PAGA Settlement Agreement, and submitting supplemental evidence and supplementing points and authorities to the extent 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 PAGA Settlement Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

9.5 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

9.7 No Effect on Employee Benefits. All payments to be issued in connection with this Settlement, including without limitation the Individual PAGA Payments made to the Aggrieved Employees, shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff or any other Aggrieved Employee. The Parties agree that any payment made pursuant to the PAGA Settlement Agreement do not represent any modification of Plaintiff's or the Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by any Defendant. Further, any payment made pursuant to the PAGA Settlement Agreement shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan sponsored by any Defendant, or unemployment benefits. No

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Defendant shall take 401(k) or other benefits deductions from any payments made pursuant to the PAGA Settlement Agreement.

9.8 No Injunctive Relief. As part of this Settlement, Defendant shall not be required to enter into any consent decree, nor shall Defendant be required to agree to any provision for injunctive relief, or to modify or eliminate any of its personnel, compensation, or payroll practices, or adopt any new personnel, compensation, or payroll practices.

9.9 Modification of Agreement. This PAGA Settlement 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.

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

9.11 Applicable Law. All terms and conditions of this PAGA Settlement Agreement will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

9.12 Interpretation. In interpreting this PAGA Settlement Agreement, a masculine, feminine, or neutral pronoun shall not exclude other genders. The singular shall include the plural and the plural shall include the singular. The term "any" should be understood to include and encompass "all," and "or" should be understood to encompass "and," and vice versa.

9.13 Cooperation in Drafting. The Parties have jointly cooperated in the negotiation, drafting, and preparation of this PAGA Settlement Agreement. Hence, this PAGA Settlement Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Additionally, Plaintiff and PAGA Counsel each agree that they read and understand English and have carefully read, explained, and fully understand all of the provisions of this PAGA Settlement Agreement.

9.14 Invalidity of Any Provision. Before declaring any provision of this PAGA Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this PAGA Settlement Agreement valid and enforceable.

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

9.16 Publicity. Except as necessary to obtain Court approval, including prior submission to the LWDA, Plaintiff and PAGA Counsel shall not communicate the

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terms or the fact of this PAGA Settlement Agreement to any third party or parties other than (1) employees or law partners of PAGA Counsel and/or Plaintiff's immediate family members; and (2) their respective accountants or lawyers as necessary for tax purposes. Plaintiff and PAGA Counsel agree not to publicize the Action or this Settlement in any way, such as through press statements, press releases, or internet or social media posts/publications. Plaintiff and PAGA Counsel further agree to respond to any press inquiries by stating only that the Action has been resolved. The Administrator shall not host or publish any website in connection with the Settlement unless required by Court order.

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

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

9.19 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 State court holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:
James Hawkins APLC
Tel. (949) 387-7200
Fax. (949) 387-6676
Email: lance@jameshawkinsaplc.com

To Defendant:
Sheppard, Mullin, Richter & Hampton LLP
350 South Grand Ave., 40th Floor
Los Angeles, CA 90071
Tel. 213-620-1780
Fax 213-620-1398
Email: glabate@sheppard.com

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

10.1 Stay of Litigation. The Parties agree that upon the execution of this PAGA Settlement Agreement, the Action shall be stayed, except to effectuate the terms of the Settlement. The Parties further agree that upon the signing of this PAGA Settlement Agreement, and pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 shall be tolled pending Settlement approval.

This Agreement is eighteen (18) pages in length, including the following signature page

On Behalf of Plaintiff:

Dated: 2/27/2026

DocuSigned by:
DC72063903E84FB...
Apolinar Garcia Plaintiff

On Behalf of Defendant Lawry's Restaurants, Inc.:

Dated: 3/3/2026

Name: Ryan Wilson
Title: Chief Executive Officer

APPROVED AS TO FORM & CONTENT

Docusign Envelope ID: B87227F7-4835-4CAE-AFE4-B5F1C63CC548

JAMES HAWKINS APLC

Dated: 2/27/2026

Lance Dacre, Esq.

Attorney for Plaintiff Apolinar Garcia

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Dated: 3/10/2026

Greg Labate, Esq.
Attorney for Defendant Lawry's Restaurants, Inc.

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Exhibit A

Docusign Envelope ID: B87227F7-4835-4CAE-AFE4-B5F1C63CC548

Garcia v. Lawry's Restaurants, Inc.
Los Angeles County Superior Court Case No. 22STCV25409

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

If you are or were an hourly-paid, non-exempt employee of Lawry's Restaurants, Inc. at any time between August 5, 2021 to [PAGA Period End Date], you are entitled to receive money from a Settlement brought under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

The Superior Court of California approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why Am I Getting This Notice?

A settlement (the "Settlement") has been reached in the representative action lawsuit entitled *Garcia v. Lawry's Restaurants, Inc.,* Los Angeles County Superior Court Case No. 22STCV25409 (the "Action"). The defendant in the Action is Lawry's Restaurants, Inc. ("Lawry's") (collectively the "Parties"). The Action was brought by Plaintiff Apolinar Garcia ("Plaintiff"), a former employee of Defendant, on behalf of the State of California and all alleged "Aggrieved Employees," who are defined as any person who worked as a non-exempt employee for Defendant in California during August 5, 2021 to [PAGA Period End Date] (the "PAGA Period").

The Court has granted approval of the settlement amount to be paid by Defendants for settlement of the Action for civil penalties under PAGA. Lawry's employment records indicate that you meet the definition of an Aggrieved Employee. The Court directed that this Notice be sent to all Aggrieved Employees to inform you about the case and your rights.

This Notice explains the Action, the Settlement, your legal rights, and what benefits are available to you.

2. What is This Lawsuit About?

On August 5, 2021, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that they contend were violated (the "PAGA Notice"). On August 5, 2021, Plaintiff filed a Complaint against Defendant. On October 11, 2022, Plaintiff amended his complaint to add a cause of action for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq. ("PAGA") seeking penalties on behalf of themselves, the State of California, and any person who worked as a non-exempt employee for Defendant in California within the PAGA Period. Plaintiff alleges that Defendant owed penalties under California's Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. ("PAGA"). In agreeing to this settlement, Defendants do not admit to any wrongdoing or that it is liable in any way for any damages or civil penalties under PAGA.

3. Why is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. Plaintiff and Plaintiff's attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of the Aggrieved Employees.

4. What Are the Terms of the Settlement?

Defendant will pay Four Hundred Seventy Thousand Dollars and Zero Cents ($470,000.00) to settle the Action (the "Gross Settlement Amount"). The Gross Settlement Amount includes: (a) all Individual PAGA Payments to be paid to Aggrieved Employees ("Aggrieved Employees' Fund"); (b) a payment to the LWDA for civil penalties brought under PAGA; (c) Plaintiff's Counsel's reasonable attorneys' fees and costs as approved by the Court; and (d) the reasonable fees and costs of the Settlement Administrator.

After deductions are made from the Gross Settlement Amount for Plaintiff's Counsel's attorneys' fees and costs and the reasonable fees and costs of the Settlement Administrator, the remaining money (the "Net Settlement Amount" or "PAGA Penalties") will be split between the LWDA and the Aggrieved Employees. California law requires that 75% of the Net

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Settlement Amount be paid to the LWDA. The remaining 25% of the Net Settlement Amount will be paid to the Aggrieved Employees. No portion of the Gross Settlement Amount will be returned to Defendant.

5. How Much Am I Receiving?

Each Aggrieved Employee will receive a *pro rata* share of the PAGA Payment based on the number of pay periods they worked for Defendant as a non-exempt employee during the PAGA Period. Any pay period in which an Aggrieved Employee worked at least one day shall be counted as a pay period.

To calculate each Aggrieved Employee's Individual PAGA Payment, the Aggrieved Employees' 25% share was divided by the total number of PAGA Pay Periods of all Aggrieved Employees, resulting in the Pay Period Value. Each Aggrieved Employee's Individual PAGA Payment was then calculated by multiplying his or her individual Pay Periods by the Pay Period Value.

Your Eligible Pay Periods are: _____

Your Individual PAGA Payment is: $_____

The Settlement checks will be valid for 180 days after they are issued. After 180 days, the Settlement checks will be void. Any Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq*. in the names of those Aggrieved Employees who did not cash their Settlement checks until such time as they claim their funds.

6. What Claims are Being Released by the Settlement?

A Judgment approving the PAGA settlement has been entered by the Court. Upon funding of the Gross Settlement Amount, all Aggrieved Employees will have released the Released Parties from the Released Claims for the PAGA Period, which is defined as the period of time between August 5, 2021, to [PAGA Period End Date].

The Released Parties include Defendant Lawry's Restaurants, Inc. and all of its past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, divisions, assigns, predecessors, successors, insurers, joint venturers, joint employers, temporary staffing agencies and employees thereof, dual employers, co-employers, common law employers, and alter-egos.

The Released Claims means all claims for civil penalties under PAGA that were alleged, or could reasonably have been alleged, based on the facts and allegations in the Action and/or in the PAGA Notices, including but not limited to, claims relating to failure to pay minimum wages, straight time compensation, overtime wages and compensation, double-time compensation, and/or interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages and wages due upon separation; collecting and/or receiving from Aggrieved Employees part of their wages; failing to provide Aggrieved Employees with paid sick leave; failing to pay Aggrieved Employees wages for unused vested vacation time; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; reimbursement for all necessary business expenses; failure to indemnify employees for necessary expenditures incurred in discharge of duties; payment for all hours worked, including off-the-clock work and walking time; failure to furnish accurate itemized wage statements; failure to maintain required records; unlawful deductions and/or withholdings from wages; unlawful failure to keep accurate payroll records of daily hours worked; failure to permit inspection of personnel and payroll records; any violations of the California Labor Code that could have been alleged, including without limitation sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, , 210, 216, 218, 218.5, 218.6, 221, , 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246-248.5, 247.5, 248.5, 256, , 450, 510, , 512, , 550, 551, 552, 558, , 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2698, *et seq.*, 2699 *et seq.*, 2800, 2802, and 2804, and any violations of the unfair competition law or Wage Orders of the California Industrial Welfare Commission that could reasonably have been alleged ("Released PAGA Claims"). This release is limited to claims arising during the PAGA Period. Aggrieved Employees cannot opt out of or object to the foregoing PAGA Release.

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If you have questions, you can call the Settlement Administrator at [Toll-free Number] or you may contact Plaintiffs' attorneys:

Isandra Fernandez
Lance Dacre
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK OF THE COURT OR THE JUDGE. THE COURT WILL NOT BE ABLE TO ASSIST YOU.

EXHIBIT 2

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 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
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)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" 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.

EXHIBIT 3

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: **01/01/1900 to 10/07/2026**
Client: **LAWRYREST - Apolinar Garcia**
Matter: **LAWRYS RESTAUR - Lawry's Restaurants, Inc.- Apolinar Garcia**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
	Balance Forward:		$0.00						
08/05/2022	FST	First Legal Network- E-Filing: Complaint, Civil Case Cover Sheet, Class complaint, Initial Docs, POS by Substituted IN#30209403	$1,853.52		Unbilled				
08/16/2022	FIL	Filing Fee - LWDA 8.5.22	$75.00		Unbilled				
08/16/2022	POS	Postage 8.5.22 - mailing LWDA letter	$9.17		Unbilled				
10/11/2022	FST	First Legal Network - E-Filing (3) - Amended Complaint, Proof of Service, Declaration of Kacey E Cook in Res, Process Serve - FAC IN# 30216387	$324.63		Unbilled				
02/06/2023	CAS	Case Anywhere E-Service IN#278284 CK#10674	$110.70		Unbilled				
05/10/2023	CAS	Case Anywhere E-Service IN# 287143	$135.00		Unbilled				
08/05/2023	CAS	Case Anywhere E-Service IN# 296249 CK# 11047	$135.00		Unbilled				
09/12/2023	FST	First Legal Network - Filing - Joint Non Appearance Case Review IN# 30252348	$39.95		Unbilled				
10/25/2023	ARB	Arbitration FEE- JAMS (visa card)	$411.96		Unbilled				
10/25/2023	FST	First Legal Network - Filing - Dec of Lance Dacre in Respon IN# 30256289	$39.95		Unbilled				
11/02/2023	CAS	Case Anywhere E-Service - IN# 305945 Ck# 11274	$147.00		Unbilled				
11/03/2023	FST	First Legal Network - Filing - Plaintiffs Notice of Oct 30, IN# 30260163	$39.95		Unbilled				
02/03/2024	CAS	Case Anywhere E-Service - IN# 315763 CK# 11559	$141.00		Unbilled				
03/12/2024	POS	Postage - Crs to Client re Contact	$8.69		Unbilled				
03/12/2024	POS	POS - Crs to Client re Contact (U.S Mail)	$0.64		Unbilled				
04/29/2024	FST	First Legal Network - E-Filing - Joint Non-Appearance Case Review re IN# 30279435	$42.15		Unbilled				
05/06/2024	CAS	Case Anywhere E-Service - IN# 326068 CK# 11824	$141.00		Unbilled				
08/01/2024	CAS	Case Anywhere E-Service - IN# 337008 CK# 1092	$135.00		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
08/06/2024	POS	Postage - Contact Letter	$9.64		Unbilled				
11/05/2024	CAS	Case Anywhere E-Service - IN# 348571 Ck# 1337	$135.00		Unbilled				
11/14/2024	LDS	Legal Document Server - EFiling - Status Report IN# 10774886	$30.75		Unbilled				
02/03/2025	CAS	Case Anywhere E-Service - IN# 360331 CK# 1569	$141.00		Unbilled				
02/19/2025	MED	Mediation Services IN#25-0912-RDC CK#1587	$5,675.00		Unbilled				
03/05/2025	CAS	Case Anywhere E-Service - IN# 370488	$45.00		Unbilled				
04/04/2025	CAS	Case Anywhere E-Service - IN# 382821 CK# 1710	$45.00		Unbilled				
05/02/2025	CAS	Case Anywhere E-Service - IN# 394762 CK# 1840	$45.00		Unbilled				
05/07/2025	TRN	Transcript IN#169821 CK# 1844	$842.95		Unbilled				
05/30/2025	EXA	Expert Analysis - Berger Consulting Group, 05.29.25, Invoice #: 14609			Unbilled				
06/02/2025	CAS	Case Anywhere E-Service - IN# 406777 CK# 2055	$45.00		Unbilled				
06/05/2025	EXA	Expert Analysis - IN# 14609 CK# 2005	$4,485.00		Unbilled				
07/01/2025	CAS	Case Anywhere E-Service - In# 419043 CK# 2101	$45.00		Unbilled				
08/04/2025	CAS	Case Anywhere E-Service - IN# 431601 Ck# 2180	$45.00		Unbilled				
09/02/2025	CAS	Case Anywhere E-Service - IN# 444040 CK# 2254	$45.00		Unbilled				
10/01/2025	CAS	Case Anywhere E-Service - IN# 456697 CK# 2329	$45.00		Unbilled				
10/08/2025	LDS	Legal Document Server - EFiling - Status Report In# 13061564	$35.75		Unbilled				
11/03/2025	CAS	Case Anywhere E-Service - IN# 469571 CK# 2407	$51.00		Unbilled				
12/01/2025	CAS	Case Anywhere E-Service - IN# 482462 CK# 2488	$45.00		Unbilled				
12/02/2025	MED	Mediation Services Second Mediation IN#25-0912-RDC-03 CK#2475	$1,575.00		Unbilled				
01/02/2026	CAS	Case Anywhere E-Service - IN# 495386 CK# 2575	$45.00		Unbilled				
02/02/2026	CAS	Case Anywhere E-Service - In# 508569 Ck# 2682	$45.00		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
02/17/2026	MED	Mediation Services-Overtime Mediation IN#25-0912-RDC-05 CK#2678	$1,050.00		Unbilled				
03/02/2026	CAS	Case Anywhere E-Service - IN# 521874 CK# 2738	$45.00		Unbilled				
04/01/2026	CAS	Case Anywhere E-Service - IN# 535240 CK# 2782	$45.00		Unbilled				
		Total:	$18,406.40	$0.00					
		Balance:	$18,406.40						

Total Fees Billed- - - - - - - - - - - - - - - - - - - $0.00
Total Fees Unbilled : - - - - - - - - - - - - - - - - $0.00
Total Fees Received : - - - - - - - - - - - - - - - - $0.00
Total Soft Cost Billed : - - - - - - - - - - - - - - $0.00
Total Soft Cost Unbilled : - - - - - - - - - - - $0.00
Total Soft Cost Received : - - - - - - - - - - - $0.00
Total Hard Cost Billed : - - - - - - - - - - - - - $0.00
Total Hard Cost Unbilled : - - - - - - - - - - - $18,406.40
Total Hard Cost Received : - - - - - - - - - - - $0.00
Total Taxes Billed : - - - - - - - - - - - - - - - - $0.00
Total Taxes Unbilled : - - - - - - - - - - - - - - - $0.00
Total Taxes Received : - - - - - - - - - - - - - - - $0.00
Total Late Charges Billed : - - - - - - - - - $0.00
Total Late Charges Unbilled: - - - - - - - - $0.00
Total Late Charges Received : - - - - - - - - $0.00

Trust Balance: - - - - - - - - - - - - - - - - - - - $0.00

Activities Export

10/07/2026
4:20 PM

Date	Type	Description	Matter	User	Qty	Rate (USD)	Non-billable (USD)	Billable (USD)
09/01/2026	$	CAS - IN# 601889 CK# 3171 Unbilled	Lawry's Restaurants, Inc.- Apolinar Garcia .	Nicole Miccolis	1.00	$45.00	-	$45.00
08/11/2026	$	CAS- IN#588614 CK#3102 Unbilled	Lawry's Restaurants, Inc.- Apolinar Garcia .	Nicole Miccolis	1.00	$51.00	-	$51.00
07/09/2026	$	CAS - IN# 575455 CK# 3038 Unbilled	Lawry's Restaurants, Inc.- Apolinar Garcia .	Nicole Miccolis	1.00	$45.00	-	$45.00
07/07/2026	$	LDS - Efiling - JOint Status Conference Report IN# 15234343 Unbilled	Lawry's Restaurants, Inc.- Apolinar Garcia .	Nicole Miccolis	1.00	$35.75	-	$35.75
06/01/2026	$	CAS - IN# 562132 Ck# 2907 Unbilled	Lawry's Restaurants, Inc.- Apolinar Garcia .	Nicole Miccolis	1.00	$45.00	-	$45.00
05/01/2026	$	CAS - IN# 548736 CK# 2852 Unbilled	Lawry's Restaurants, Inc.- Apolinar Garcia .	Nicole Miccolis	1.00	$45.00	-	$45.00
							$0.00 USD 0.00h	**$266.75 USD** 0.00h