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Attorneys for Plaintiff Robert Shannon, individually
and on behalf of all others similarly situated

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

ROBERT SHANNON, BRENELL
WHITFIELD, and ADRIANA VALDEZ,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

BURTON RESTAURANTS, LLC; HIGH
PERFORMANCE HOSPITALITY LLC;
and DOES 1-20, inclusive,

Defendants.

Case No. 37-2022-00025778-CU-OE-CTL

*Assigned for All Purposes to:
Hon. Blaine Bowman, Dept. C-74*

**DECLARATION OF JESSICA CAMPBELL
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 I, Jessica L. Campbell, hereby declare as follows:

2 1. I am an attorney at law licensed to practice before all the courts of the State of
3 California. I am a partner with Aegis Law Firm, PC, counsel for Plaintiff Robert Shannon
4 (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge of all
5 the facts set forth herein.

6 2. I submit this declaration in support of Plaintiff’s Motion for Final Approval of
7 Class Action Settlement (“Final Approval Motion”). If called as a witness, I could and would
8 competently testify thereto.

9 **Case History**

10 3. On June 30, 2022, Plaintiff provided written notice to the LWDA as required by
11 Lab. Code § 2699.3(a). Plaintiff alleged the following causes of action in the Complaint: (1)
12 failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal
13 periods; (4) failure to permit rest breaks; (5) failure to reimburse business expenses; (6) failure to
14 provide accurate itemized wage statements; (7) failure to pay wages timely during employment;
15 (8) failure to pay all wages due upon separation of employment; and (9) violation of Business and
16 Professions Code § 17200, et seq., based on the preceding claims.

17 4. The Parties in the three Shannon, Whitfield Class, and Whitfield PAGA cases
18 attended a global mediation with Hon. Carl J. West (Ret.) on March 30, 2023. Prior to mediation,
19 Defendants produced time and payroll records for all class members and a sample of a meal and
20 rest break attestations. Though the Parties did not reach a settlement at mediation, the mediator
21 continued to communicate with the Parties and ultimately a deal was reached in July 2023. The
22 negotiations were adversarial, conducted at arm’s length and tempered by the efforts of both sides
23 to serve the interests of their clients. The Parties spent the next several months negotiating the
24 terms of the Settlement, which was finalized on October 25, 2023. That same day, my office
25 submitted the Settlement to the LWDA pursuant to Lab. Code § 2699(l)(2).

26 5. Plaintiffs’ Counsel thoroughly investigated the class claims, applicable law, and
27 potential defenses. In particular, Plaintiffs’ Counsel assessed the value of the claims using
28 Defendants’ data and documents produced prior to mediation. Plaintiffs’ Counsel engaged an

1 expert to quantify the potential exposure using the time and payroll records, and then assessed the
2 risks associated with each claim meriting reduction in the likely recovery at trial. Accordingly,
3 Plaintiffs' Counsel fully understood the strengths and weaknesses of the claims before the Parties
4 reached a settlement.

5 6. While Plaintiffs and their counsel believed and continue to believe this is a strong
6 case for certification, the significant risks and expenses associated with class certification and
7 liability proceedings were taken into account.

8 7. To determine if the amount offered to settle was reasonable, Plaintiffs' Counsel
9 weighed that figure against many risk factors. If Plaintiffs continued to prosecute the claims rather
10 than accept a settlement, Plaintiffs would have faced deadlines to file a motion for class
11 certification, had to engage in formal written discovery and taken depositions, expended time and
12 resources to resolve disputes, prepared and filed potential dispositive motions and/or discovery
13 motions, and engaged in extensive trial preparation. An adverse ruling at any one of these stages
14 could have prevented the Class from obtaining any recovery.

15 8. Plaintiffs contend that their claims are based on Defendants' common, class-wide
16 policies and procedures, and that liability could be determined on a class-wide basis without
17 dependence on individual assessments of liability. Although the amount of Defendants' potential
18 exposure – if proven – is substantial, the legitimate and serious risks of succeeding at class
19 certification and trial compelled a serious consideration of the benefit of a settlement.

20 9. Plaintiffs' unpaid overtime claim was potentially worth up to approximately
21 \$50,000 based on Defendants' records. This claim was based on Plaintiffs' theory that Defendants
22 failed to include retention bonuses in the overtime rate of Class Members and failed to pay for
23 time spent watching mandatory training videos.

24 10. Plaintiffs found a violation rate of 28.9% for the meal period claim, which resulted
25 in potential damages of approximately \$620,000. Plaintiffs felt this claim was relatively strong,
26 but discounted the claim for settlement based on Defendants' arguments that it made meal periods
27 available but was "not obligated to police meal breaks."
28

1 11. Plaintiffs’ theory of liability for rest break violation was based on Defendant’s
2 allegedly unlawful practice of requiring Plaintiffs and Class Members to work through their rest
3 periods. This claim was potentially worth approximately \$200,000. However, this claim would
4 have relied heavily on Class Member testimony. Defendants surely would have obtained
5 opposing declarations confirming its defenses.

6 12. Plaintiffs’ Counsel also considered the arguable presence of various penalties, and
7 weighed the potential recoveries against probable defenses. Specifically, Defendants could argue
8 that Plaintiffs could not prove the “willful” prong needed to obtain waiting time penalties under
9 Lab. Code § 203. Additionally, Defendants could argue that Plaintiffs could not show that Class
10 Members suffered an “injury” as a result of wage statement violations, as required by Labor Code
11 § 226, or that the wage statements correctly reflected the wages paid. Moreover, Plaintiffs would
12 not recover any of these derivative penalties if they failed to prove the underlying claims. Thus,
13 although these penalty claims could have reached approximately \$3,000,000 combined if Plaintiffs
14 prevailed on every claim, they were heavily discounted.

15 13. For the PAGA claim, Plaintiffs determined that Defendants’ exposure could
16 potentially reach \$441,200, assuming an \$100 initial violation rate for each pay period in the
17 PAGA Period. However, the Court would have discretion to reduce the PAGA award based on
18 whether the amount of the award would be “unjust, arbitrary and oppressive, or confiscatory.” If
19 the Court were to award half of the initial penalty of \$100 for each aggrieved employee, the award
20 would be \$50,000. Thus, the settlement allocates \$50,000 of the Gross Settlement Amount to
21 PAGA. Seventy-five percent (75%) of the PAGA allocation, or \$37,500, will be paid to the
22 California Labor and Workforce Development Agency pursuant to PAGA, and the remaining
23 \$12,500 will be distributed to Class Members who worked for Defendants during the PAGA period.

24 14. Class Counsel’s skill in researching and presenting these issues at mediation
25 resulted in a fair settlement for the class, and weighs in favor of approving the fee request.

26 **Counsel’s Qualifications**

27 15. Aegis Law Firm prosecutes wage and hour cases, including class actions on
28 behalf of employees and others who have had their rights violated. Aegis, either on its own or

1 with co-counsel is currently serving as plaintiffs' counsel of record in dozens of wage and hour
2 and employment class action cases pending in both state and federal court.

3 16. The attorneys working on this case have been appointed class counsel in many
4 cases, through both contested motions and settlement approval motions.

5 17. Aegis has litigated and successfully resolved many wage and hour class action
6 cases involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g.,*
7 *Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior Court, Case No. RIC1706458 (class
8 certification granted on December 17, 2020 for all current and former non-exempt workers' on
9 issues of rounding, meal period, and rest period claims); *Gamboa v. Kamran, et al.*, San Bernardino
10 Superior Court, Case No. CIVDS1605273 (class certification granted on September 16, 2019, for
11 factory workers on issues of rounding, automatic deduction of first meal period, and second meal
12 period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden*, United States District Court Central
13 District of California, Case No. EDCV-12-0715-JLQ (class certification granted for restaurant
14 workers' rest period claims); *Sawyer v. Retail Data, LLC*, Orange County Superior Court, Case
15 No. 30-2014-00753767-CU-OE-CXC (unpaid wage and rest break claims for piece rate workers);
16 *Gonzalez v. SFFI Company, Inc., et. al*, San Bernardino County Superior Court, Case No. CIV
17 DS1504287 (unpaid wages, meal period and rest break claims for non-exempt employees);
18 *Antoine v. Riverstone Residential California, Inc., et. al*, Sacramento County Superior Court,
19 Case No. 34-2013-00155974 (rate of pay, on-call time, unpaid wage, meal period, rest break, and
20 expense reimbursement claims for non-exempt employees); *Nguyen v. Pharmerica*, Orange
21 County Superior Court, Case No. 30-2014-00716072-CU-OE-CXC (unpaid wages and
22 unreimbursed expenses for pharmacists); *Orellana v. Westlake*, Los Angeles County Superior
23 Court, Case No. BC539614 (unpaid overtime, meal period and rest break claims for call center
24 employees); *Kent v. Mountain View Child Care, Inc.*, Los Angeles County Superior Court, Case
25 No. BC539633 (minimum wage, overtime, meal period, and rest break claims for hospital
26 workers); *Durroh v. East West Bank*, Los Angeles County Superior Court, Case No. BC528860
27 (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *O'Brien*
28 *et al. v. Pizza Hut of Southeast Kansas, Inc. et al.*, Riverside County Superior Court, Case No

1 MCC 1301030 (meal period and expense reimbursement claims for delivery drivers); *Bell v.*
2 *Prime Healthcare*, Orange County Superior Court, Case No. 30-2011-00475240-CU-OE-CXC
3 (overtime claims for failure to include shift premiums in regular rate of pay and failure to provide
4 meal and rest periods to hospital workers), *Grana v. Toys R US-Delaware, Inc.*, Central District
5 of California, Case No. 2:13-cv-01302-DSF-JCG (bag check claims for unpaid wages and failure
6 to provide meal periods and rest breaks to retail employees); *Mendez v. H.J. Heinz Company,*
7 *L.P., et. al*, Orange County Superior Court, Case No. 30-2013-00644915-CU-OE-CXC (failure
8 to pay all wages to factory workers due to rounding practice); *Fresh & Easy Wage and Hour*
9 *Cases*, Los Angeles Superior Court, Cas No. JCCP 4705 (failure to provide meal and rest periods
10 to supermarket workers); *Lunsford v Stater Bros.*, Riverside Superior Court, Case No. RIC
11 1104475 (failure to provide meal and rest periods to supermarket workers); *Gregg v. Belo,*
12 Riverside Superior Court, Case No. RIC 523697 (unpaid wages and missed meal and rest periods
13 due to misclassification of newspaper delivery employees); *Brown v. Experian Information*
14 *Solutions, Inc., et. al.*, Orange County Superior Court, Case No. 30-2012-00375163
15 (misclassification of engineers and similar positions); *Tereth v. Shakey's USA, Inc.*, Los Angeles
16 Superior Court, Case No. BC441359 (failure to provide meal and rest periods to restaurant
17 employees); *Azurin v. Harbor Distributing LLC, et. al.*, Los Angeles Superior Court, Case No.
18 BC421392 (failure to pay overtime wages, provide meal and rest periods, reimburse business
19 expenses to Account Managers); *Caffero v. ABC* (failure to provide meal periods and reimburse
20 expenses of therapists).

21 18. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where
22 he received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the
23 University of California at Berkeley in 1997.

24 19. After graduation from law school in 2001, the same year in which Mr. Wong took
25 and successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles,
26 California where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in
27 the employment department at Paul Hastings, he was involved in numerous wage and hour class
28 action lawsuits and other employment related matters.

1 20. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused
2 his practice on plaintiff's side employment work. Throughout his years of practice, Mr. Wong
3 represented and obtained successful outcomes for his clients, including awards through
4 arbitration and trial.

5 21. Mr. Wong is a member of the Orange County Bar Association, Orange County
6 Trial Lawyers Association, and California Employment Lawyers Association.

7 22. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising
8 Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012,
9 2013, and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016,
10 2017, and 2018. Mr. Wong was also chosen as a Top Attorney in the field of employment law by
11 OC Metro in 2014, 2015, and 2018. Mr. Wong currently bills at a rate of \$950 per hour.

12 23. Kashif Haque received his J.D. in 2001 from Washington University School of
13 Law. While in law school, Mr. Haque was a member of the Law Review Editorial Board, author
14 of an article published in the Law Review, Executive Board Member of Moot Court, and a
15 member of the Dean's List. He received a Bachelor's of Science in Business Administration from
16 the University of Central Missouri in 1998, where he was a member of the Beta Alpha Psi honors
17 fraternity.

18 24. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's
19 employment litigation with a specific focus on wage and hour claims. Since then, he has
20 represented over 500,000 employees with their employment claims, many of which included
21 wage and hour claims. He has been appointed class counsel in approximately 100 cases and is
22 currently litigating over 150 employment wage and hour class action cases.

23 25. Mr. Haque authored a book on employment litigation strategies with West
24 Publishing and has been invited to speak on class action and wage and hour issues on numerous
25 occasions. He has spoken at seminars by the State Bar of California, California Employment
26 Lawyer's Association (CELA), Orange County Bar Association, and various other CLE
27 providers. Mr. Haque is the former Chair for the Labor and Employment Section of the Orange
28 County Bar Association. He was selected as one of the Top 50 Attorneys in Orange County by

1 Super Lawyers for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the
2 present. OC Register/Metro has selected him as one of the Top 5 Employment Lawyers in
3 Orange County for every year the list was published, from 2012 to 2021. Mr. Haque currently
4 bills at a rate of \$950 an hour.

5 26. I am a partner at Aegis Law Firm. I was admitted to the California Bar in December
6 of 2011, and received my J.D. from Santa Clara University School of Law and my B.A. from the
7 University of California, Berkeley. I have dedicated my career to plaintiffs' side class actions.
8 My experience includes successful work on class action appeals, class certification motions, and
9 class settlements. I was chosen by Law and Politics Magazine as a Super Lawyer Rising Star,
10 representing one of the top 2.5% of lawyers under 40 in Southern California in 2018-2021. I
11 currently bill at \$800 an hour.

12 27. Fawn F. Bekam was a senior associate at Aegis Law Firm, PC. She is a graduate
13 of University of California, Irvine School of Law, where she received her J.D. in 2015. She
14 received her B.A. from University of California, Los Angeles in 2012. While in law school, she
15 was a recipient of numerous honors, including multiple Dean's Awards, Dean's Merit
16 Scholarship, and pro bono graduation honors. She has been chosen as Super Lawyer – Rising
17 Star since 2020, and Best Lawyers: Ones to Watch since 2021. She billed at a rate of \$700 an
18 hour.

19 **Class Counsel's Fees and Costs**

20 28. Aegis' hourly rates are comparable to those charged by other class action
21 plaintiff's counsel and the firms defending class actions. Aegis' hourly rates have been approved
22 by other courts in the same geographical area. *See, e.g., Perez v. Hal Hays*, C.D. Cal, Case No.
23 EDCV 16-01461 AG (SPx) (approving Aegis hourly rates);
24 <http://www.laffeymatrix.com/see.html> (Laffey Matrix).

25 29. Aegis' current lodestar reflects 250.3 hours of work resulting in \$205,125.00 in
26 fees, excluding the time Counsel will spend at the final approval hearing and helping with
27 Settlement Administration after final approval.

30. Aegis dedicated significant resources to this case by dividing the tasks required according to skill level, and the professional hours generated by each attorney are neither unreasonable nor duplicative. This time could have been spent on other potentially lucrative cases. Aegis' lodestar reflects the efficiencies achieved by a law firm experienced in this field. The chart below shows the calculation of hours spent by each of Aegis' attorneys on this case.

Attorney	Hours	Hourly Rate	Total
Samuel Wong	78.4	\$950.00	\$74,480.00
Kashif Haque	14.5	\$950.00	\$13,775.00
Jessica L. Campbell	66.9	\$800.00	\$53,520.00
Fawn Bekam	90.5	\$700.00	\$63,350.00
Totals	250.3		\$205,125.00

31. Class Counsel bore the entire risk of recovery. Class Counsel took this case on a pure contingency basis, with no guarantee of any payment. Before mediation, Class Counsel spent significant time on discovery, resolving discovery disputes and preparing for mediation despite the risk of recovering nothing. Had the litigation continued, Defendants would undoubtedly have mounted an aggressive defense at the certification stage and at the merits stage. A defeat at one of these stages could have foreclosed the possibility of Class Counsel recovering any remuneration for their time and effort. Given the extensive discovery and exhaustive negotiations in this case, Class Counsel have achieved a large settlement through efficient and diligent work. The result achieved by Class Counsel in this case merits applying a multiplier to reward counsel for taking on the risk of filing a case, and achieving a great result through efficient means.

32. In litigation costs, Aegis has spent \$17,429.15 on items such as filing fees, postage, mediation fees, and other fees related to the litigation. A true and correct copy of Aegis' Cost Report is attached hereto as Exhibit 1. All of the costs were reasonable and necessary for the prosecution of this case.

Exhibits

33. A true and correct copy of Class Counsel's cost report for costs incurred in this Action is attached hereto as **Exhibit 1**.

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

3 Executed on September 10, 2024 at Irvine, California.
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6 _____
7 Jessica Campbell
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EXHIBIT 1

Matter Billing Detail

Aegis Law Firm, PC

Date Range: 03/01/2011 to 09/09/2024

Client: 47908 - Robert Shannon

Matter: 1137 - Shannon v. Burton Restaurants LLC dba Dunkin Donuts

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
06/30/2022	FF	Filing Fee - Summons, Complaint, and Complex Fee	\$1,502.15		Unbilled				
08/08/2022	SOP	Service of Process - Dunkin' Donuts LLC	\$132.65		Unbilled				
08/08/2022	SOP	Service of Process - Burton Restaurants	\$91.78		Unbilled				
08/10/2022	FF	Filing Fee - POS	\$31.25		Unbilled				
09/13/2022	FF	Filing Fee - RFD	\$9.75		Unbilled				
09/29/2022	FF	Filing Fee - Amended Complaint	\$9.75		Unbilled				
11/22/2022	FF	Filing Fee - CMS	\$9.75		Unbilled				
03/14/2023	MED	Vendor: JAMS, Inc.; Date: 3/14/2023 - Mediation Services-	\$8,664.97		Unbilled			996305	JAMS, Inc.
04/13/2023	FF	Filing Fee	\$10.25		Unbilled				
05/31/2023	EXP	Vendor: Berger Consulting Group, LLC; Date: 5/31/2023 - Expert Witness Fee-	\$5,075.00		Unbilled			996393	Berger Consulting Group, LLC
10/12/2023	FF	Filing Fee	\$10.25		Unbilled				
10/25/2023	FF	Filing Fee	\$10.25		Unbilled				
10/26/2023	FF	Filing Fee	\$10.25		Unbilled				
10/27/2023	FF	Filing Fee	\$31.05		Unbilled				
10/30/2023	FF	Filing Fee	\$72.65		Unbilled				
11/07/2023	FF	Filing Fee	\$10.25		Unbilled				
04/05/2024	FF	Filing Fee	\$14.95		Unbilled				
04/15/2024	FF	Filing Fee	\$14.95		Unbilled				
04/16/2024	FF	Filing Fee	\$35.00		Unbilled				
09/09/2024	CC	Cumulative Copies, Faxes, Scans, Postage	\$1,682.25		Unbilled				
		Total:	\$17,429.15	\$0.00					
		Balance:	\$17,429.15						

Matter Billing Detail

Aegis Law Firm, PC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
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 : -----			\$17,429.15						
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						