

CARLOS JATO, SB# 282710
819 Eddy Street
San Francisco, CA 94109
Tel: 415.771.6174
Fax: 415.474.3748
E-mail: cgjato@jato-law.com

Attorneys for Plaintiff HORACIO CAMPOS

SUPERIOR COURT OF CALIFORNIA
FOR THE CITY AND COUNTY OF SAN FRANCISCO

HORACIO CAMPOS

Plaintiff,

-vs-

KEZAR PUB INC et al

Defendants.

Case No. CGC-23-604685

**DECLARATION OF CARLOS JATO
IN SUPPORT OF MOTION TO
APPROVE THE PAGA
SETTLEMENT**

**Date: May 29, 2024
Time: 9:30am
Dpt: 302**

1 I, CARLOS JATO, declare and state as follows:

2 1. I am the attorney for plaintiff HORACIO CAMPOS (Hereinafter Plaintiff) in the case of
3 *CAMPOS v. KEZAR PUB et al* pending before this court.

4 2. The plaintiff has alleged a PAGA claim in their complaint under the 10th Cause of Action. I
5 make this declaration in support of plaintiffs' Motion for an Order Approving the PAGA Settlement.

6 3. I have been an attorney in California for over a decade. I have also been an attorney in the
7 Spanish Jurisdiction - duly admitted to the Spanish Bar ("Ilustre Colegio de Abogados de Madrid") -
8 for over 15 years. During my career as an attorney in California, I have been a solo practitioner
9 working in San Francisco the entire time. My practice focuses in wage and hour litigation and over the
10 years I have represented employees in all kinds of disputes against their employers. I have represented
11 employees against large employers like Comcast, AC Square Inc., NTH Connect, Bath and Body
12 Works, O.C. Communications, Fox Transportation Inc. or Coffee Meets Bagel just to name a few.
13 These involve the complete range of California Labor Code wage and hour claims and many of them
14 included misclassification and wrongful termination claims. Most importantly, most of these cases
15 involve PAGA claims.

16 4. CYRIL HACKETT and KEZAR PUB INC. ("Defendants") operate a bar by the name KEZAR
17 PUB in San Francisco. Plaintiff was employed at KEZAR PUB by Defendants between December
18 2021 and December 2022 as a dishwasher.

19 5. On behalf of the Plaintiff, I served on or about December 9, 2022 the Defendants and the Labor
20 Workforce Development Agency ("LWDA") with a pre-requisite PAGA letter describing the violations
21 of multiple Labor Code sections committed by the Defendants during the employment of the plaintiff
22 and other employees.

23 6. On or about February 15, 2023, I caused to be filed in this court a lawsuit asserting ten causes
24 of action for 1) violations of Labor Code sec. 226 2) Failure to pay overtime under Labor Code §510 3)
25 failure to provide meal and rest breaks under Labor Code sec. 226.7 4) Unfair Business Practices under
26 B&P sec. 17200 5) Late Payment of wages under Labor Code section 203 6) Violation of Lab. Code
27 sec. 226(f) and 1198.5 7) Liability of Owners and managing agents for wages under Labor Code sec.
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558.1 8) Violation of Labor Code sec. 98.6 9) Violation of Labor Code sec. 1102.5 and 10) Violation of the Private Attorney General Act. This motion only pertains to the tenth cause of action.

7. During the course of litigation, Plaintiff propounded discovery and reviewed documents that the Defendants produced related to Plaintiff's employment. These records appeared to support the labor code violations alleged in the complaint. Notably, in response to the discovery request, defendants refused to provide the contact information of the other employees as an attempt to prevent plaintiff from investigating the predicate violations alleged under the PAGA cause of action. After a lengthy meet and confer, plaintiff was forced to file a motion to force the disclosure of the identity of the aggrieved employees on or about July 25, 2023. The issue reached the discovery pro-temp judge and after further rounds of meet-and-confers, defendants conceded and stipulated to the disclosure of the contact information of the employees.

8. The parties engaged a third-party administrator to have a Belaire notice sent out. This was completed on or about December 1, 2023. The administrator released the list of non-optout individuals to my office which allowed for further investigate the claims.

9. by October 26, 2023 the parties had started negotiations on a potential resolution of the litigation. In order to do so, plaintiff's counsel requested information to allow preparing a penalty projection for the PAGA cause of action. Defendant's counsel provided in response information about the size of the workforce of defendants within the PAGA statute of limitations. Specifically, defendants confirmed that there were a total of 699 PAGA pay periods among 39 aggrieved non-exempt employees. Over the next months, Counsel exchanged numerous emails and phone calls to communicate the parties respective settlement positions. By February 27, 2024 the parties reached an agreement in principle to resolved the litigation.

10. Over the next following months, the parties continued to negotiate the details of the settlement until April 4, 2024 at which time the parties entered into two written settlement agreements: (1) a confidential individual settlement of plaintiff's claims against the company and (2) the PAGA settlement (exhibit "A" hereto).

11. Defendants have fiercely defended the claims alleged by plaintiff. As part of their defenses they have alleged that their employment policies fully comply with the California Labor Code at all times. In essence their positions is as follows:

- a. That Defendants provided at all times their employees who work more than five hours in a day with an unpaid 30 minute, uninterrupted meal period starting no later than the end of the fifth hour of work. And to those who work more than 10 hours in a day with a second unpaid 30-minute, uninterrupted meal period starting no later than the end of the 10th hour of work.
- b. Defendants contend that they authorize and permit nonexempt employees working at least three and one-half hours in a day to take a ten-minute, off-duty paid rest period for each four hours worked or major fraction thereof. The 10 minutes do not include the reasonable time it takes to walk to and from a break area.
- c. Defendants have also argued that the kitchen employees take free meals during their lunch breaks. Defendants also contended that employees were not required to take their meal breaks in the premises.
- d. Defendants also contend that the overtime claims lacked merit. Defendants' position was made very clear in their discovery responses where in response to From Interrogatory number 15.1 they stated under ouath the following: "defendant denies that plaintiff or any other employee was denied overtime, meal and rest breaks, and/or any other compensation."

12. Plaintiff is confident that he will succeed proving the violations alleged in the complaint. However, it is obvious that both parties do benefit from the certainty a settlement of the case. The most notable terms of the PAGA settlement agreement (exh "A" hereto) are as follows:

- a. The settlement agreement provides for a total PAGA payment of \$100,000.00 for a small group of 39 restaurant workers within the PAGA limitations period, which covers December 9, 2021 through April 30, 2024. Assuming Plaintiffs could establish that each aggrieved employee suffered one meal period, one rest period, one overtime and one

paystub violation per pay period that would amount to a \$100 x 4= \$400 penalty¹ for a total of \$279,600.00 in penalties (i.e., \$400 per 699 pay periods withing the PAGA relevant period). As such, the portion of the settlement attributed to PAGA penalties equals a recovery of approximately 35% of the penalties Plaintiffs could have recovered for the alleged claims.

b. The distributions of the proceeds of the PAGA consideration shall be as provided pursuant to the statutory requirements of Labor Code § 2699 *et seq.* is as follows: First deducting the costs and attorney's fees incurred by plaintiff (\$33,333.33 of attorneys fee and \$745 in litigation costs as explained in para. 13 below) then the administration costs for the TPA to administer the settlement payments in the amount of \$3,000.00 – see exh “B” hereto the projected administration expenses by the third party administrator Phoenix Class Action Administrators. Finally, the net PAGA settlement amount shall be distributed Seventy-Five Percent (75%) paid to the LWDA totaling \$48,308.75 and 25% paid to the aggrieved employees amounting to \$16,102.91 distributed in proportion to the number of pay periods they worked during the PAGA period. In average, each aggrieved employee will net \$410.00 ($\$16,102.91 / 39$ employees)

c. The third party administrator Phoenix Class Action Administrator will undertake the administration of the payments to these individuals providing them a check with covering letter stating in material respects the following translated into spanish:

“You are receiving this payment as part of the settlement of a Private Attorney General Act claim alleged in the case of Horacio Campos v. Kezar Pub Inc. et al pending in the San Francisco Superior Court, Case #CGC-23-604685. Do not contact the court about this matter. Instead, if you have questions, contact either one of the attorneys for the parties: to Plaintiff: Carlos Jato Law Offices of Carlos Jato 819 Eddy St. San Francisco, CA 94109 cgjato@jato-law.com; To Defendants: Alexei Offill-Klein Castillo, Moriarty, Tran & Robinson 75 Southgate Avenue Daly City, CA 94111 aklein@cmtrlaw.com”

¹ See, Labor Code § 2699(f)(2).

- d. The disbursement of the funds will take place upon the Court issuing its order approving the PAGA settlement becomes “final”. Specifically: “if there are no objections to the Settlement, the date that approval of the Settlement is granted by the Court;”. (see, Ex. A at page 2:18, defining “FINAL”).
- e. Under the *cy pres* doctrine, Plaintiff’s counsel requests that Settlement checks which are returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance (described in a declaration to be submitted by defendants’ counsel in anticipation to the compliance hearing) shall be sent to the *cy pres* beneficiary Legal Aid at Work (180 Montgomery St. #600 San Francisco, CA). This request is being made because these sums of money are for the benefit of workers. In the event any of the workers fail to claim their share of the PAGA penalties, providing those funds to Legal Aid at Work (a non-profit organization with a track record of assisting workers with labor disputes) is the next most beneficial way of disposing of the funds since this organization helps workers to resolve disputes with their employers (as opposed to delivering the funds to the State’s Controller).
- f. The California Labor Workforce Development Agency (“LWDA”) is being served with a copy of this motion and the Settlement Agreement through the online process as required by Labor Code § 2699(1) and therefore has notice of this PAGA settlement through this motion.

13. Practicing law in the wage and hour field as an attorney in California, has allowed me to learn the prevailing rates charged by fellow plaintiff attorneys with similar work experience in San Francisco. In 2023 the hourly rate for work in wage and hour in San Francisco was trending at \$750.00 per hour. This is slightly less than the hourly rate of \$878/hr for an attorney with my experience in 2023 as projected in the [Laffey Matrix](#) (see discussion in *Nemecek & Cole v. Horn*, 208 Cal. App. 4th 641). Indeed, most recently, on February 2, 2024 this very court granted my fee application seeking \$750.00 per hour in a similar wage and hour dispute (see *Canul et al v. Langley Enterprises et al* CGC-23-604355- order granting PAGA settlement). I took this case on a contingency basis, with no promise whatsoever that I would get paid for my work. Similarly, the extensive work that I had to take on to

1 prosecute this case required me to turn down several other work opportunities. These two factor would
2 support the issuance of a multiplier of my lodestar in the event the Court was to award a lower hourly
3 rate. I have incurred a total of 67.2 hours of work to prosecute this case as detailed in the attached chart
4 (exhibit “C” – which details my billable hours in this case).

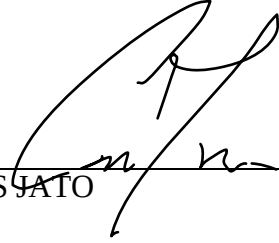
5 14. However, not all the 67.2 billed hours in this case pertained to work on the PAGA claim.
6 I estimate that 20 hours of my work in this case were devoted to prosecuting the individual wage and
7 hour claims of my client and I do not seek compensation for those hours in this motion. The remaining
8 47.2 hours I incurred were without a doubt devoted to the prosecution of this PAGA claim. Even only
9 seeking compensation for 47.2 hours of work, lodestar cross-check still shows the reasonableness of
10 the fee sought: $47.2 \text{ hrs} \times \$750 = \$35,400.00$ compared to the \$33,333.33 requested. The costs
11 attributed to prosecuting the PAGA claims amount to \$745.00 which correspond to the filing fees paid
12 to the court by plaintiff.

13 15. Mr. Campos has a strong liability case going forward but he has to consider the risks and
14 uncertainties of continued litigation. This included facts that the court could potentially consider to
15 lower any PAGA penalties including the following: 1. my research of public records (PAGA portal, SF
16 Superior Court web portal and Labor Commissioner public access portal) showing that there were no
17 prior labor code violations alleged against the defendants and 2. The possibility that plaintiff might be
18 unable to show that each and every co-worker suffered the same labor code violations at a trial. So, in
19 order to reach this settlement and recommend it to the LWDA and this Court for approval, I have
20 evaluated the possible best outcome of the PAGA claim in the light most favorable to plaintiffs and I
21 have compared it to other cases litigated over the years. If all aggrieved employees were able to prove
22 four PAGA violations per pay period within the limitations period of the PAGA claim and if plaintiffs
23 were able to defeat entirely each and every defense alleged by the defendants, the possible recovery
24 would be \$279,600.00. I reach this amount by multiplying the PAGA penalty of $\$100 \times 4$ (this represents
25 four potential violations per pay period: overtime, meal break, rest break and pay stub) $\times 699$ (this
26 represents the number of pay periods estimated for all the non-exempt employees who worked at the
27 bar within the PAGA period). Thus, the settlement amount of \$100,000.00 represents 35% of the
28 highest potential recovery. Based on my review of many PAGA settlements I can say without

1 reservation that this settlement compares very favorably to all the PAGA settlements I have came
2 across in my research. Because of that, I wholly endorse this PAGA settlement without reservations.

3 16. I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct. Executed in San Francisco, California.

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6 Dated: May 2, 2024

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9 CARLOS JATO
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“A”

VINCENT CASTILLO, State Bar No. 209298
vcastillo@cmtrlaw.com
ALEXEI N. OFFILL-KLEIN, State Bar No. 288448
aklein@cmtrlaw.com
CASTILLO, MORIARTY, TRAN & ROBINSON LLP
75 Southgate Avenue
Daly City, CA 94015
Telephone: (415) 213-4098

Attorneys for Defendants
KEZAR PUB, INC., and CYRIL HACKETT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
CIVIC CENTER COURTHOUSE

HORACIO CAMPOS,

Plaintiff,

v.

KEZAR PUB INC., CYRIL HACKETT
and DOES 1-60 inclusive,

Defendants.

Case No. CGC-23-604685

**PAGA SETTLEMENT AND RELEASE
AGREEMENT**

Action Filed: February 15, 2023
Trial Date: May 6, 2024

Plaintiff Horacio Campos (“Plaintiff”), individually and in his capacity as a representative of the State of California on behalf of other PAGA Settlement Members, and Defendants Kezar Pub, Inc. and Cyril Hackett (“Defendants”), enter into this PAGA Settlement and Release Agreement (“Agreement”) as follows:

I. DEFINITIONS

As used in this Settlement, these terms shall have these meanings:

“Action” means this action, entitled *Horacio Campos, an individual and on behalf of all other aggrieved employees v. Kezar Pub Inc, Does 1-50 inclusive*, filed in the Superior Court of California, County of San Francisco, on February 15, 2023, Case No. CGC-23-604685. The

Complaint filed on February 15, 2023 is the operative Complaint in the Action.

“Administrator” or “Settlement Administrator” means Phoenix Class Action Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

“Agreement” means this PAGA Settlement and Release Agreement including all recitals and attached exhibits.

“Counsel Award” means (i) the attorneys’ fees for PAGA Counsel’s litigation and resolution of the Action, subject to Court approval, which may not exceed one third (\$33,333.33) of the Gross Settlement Amount; and (ii) all expenses and costs incurred by PAGA Counsel in connection with litigation and resolution of the Action, as awarded by the Court but not to exceed Seven Hundred Forty-Five Dollars (\$745.00).

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

“Defendants” means Kezar Pub, Inc. and Cyril Hackett.

“Defense Counsel” means Vincent Castillo and Alexei Offill-Klein of Castillo, Moriarty, Tran & Robinson, LLP.

“Effective Date” of this Agreement means the date when both of the following have occurred: (i) the Court issues an order granting approval of the Settlement, and Judgment, and (ii) the Court’s Judgment approving the Settlement becomes Final.

“Final” shall mean the latest of: (i) if there are no objections to the Settlement, the date that approval of the Settlement is granted by the Court; (ii) if there are objections to the Settlement and there is an appeal of the Court’s Settlement approval order, the date the approval order is affirmed on appeal after all appellate options have been exhausted or the date of dismissal of such appeal, and the Judgment becomes final; (iii) if there are objections to the Settlement and if a petition for review is filed, the date of denial of the petition for review, or the date the approval order is affirmed pursuant to such petition, and the Judgment becomes final; or (iv) if there are objections to the Settlement and if no appeal is filed, the day following the expiration date for filing or noticing any appeal of the approval order, and the Judgment becomes final.

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

1 “LWDA PAGA Payment” means the 75% of the PAGA Fund paid to the LWDA under
2 California Labor Code section 2699, subd. (i).

3 “Net Settlement Amount” or “PAGA Fund” means the Gross Settlement Amount, as set
4 forth below, minus the following payments in amounts approved by the Court: (1) up to \$3,000 in
5 fees and costs incurred by the Settlement Administrator and (2) Counsel Awards.

6 “PAGA” means the California Labor Code Private Attorneys General Act of 2004, codified
7 at California Labor Code section 2698, *et seq.*

8 “PAGA Fund” is the Net Settlement Amount defined above, and shall be allocated 75% to
9 the LWDA and 25% to the PAGA Settlement Members.

10 “PAGA Members’ Information” means PAGA Settlement Member identifying information
11 in Defendants’ possession, including for each PAGA Settlement Member: (i) full name; (ii) last
12 known mailing address; (iii) social security number; and (iv) number of Pay Periods during the
13 “PAGA Period.”

14 “PAGA Notice” means the letter Plaintiff submitted to the LWDA on his own behalf and
15 on behalf of the PAGA Settlement Members on December 9, 2022, alleging Defendant committed
16 certain violations of the California Labor Code. See **Exhibit A**, attached hereto.

17 “PAGA Period” means December 9, 2021 through April 30, 2024.

18 “PAGA Settlement Members” means all persons who worked as hourly non-exempt
19 employees in California between December 9, 2021 and April 30, 2024.

20 “Pay Period” means any pay period during the PAGA Period when a PAGA Settlement
21 Member worked.

22 “Plaintiff” means Horacio Campos, individually and in his capacity as representative of the
23 State of California on behalf of other PAGA Settlement Members.

24 “Plaintiff’s Counsel” means Carlos Jato of the Law Offices of Carlos Jato.

25 “Parties” means Plaintiff, individually and on behalf of the PAGA Settlement Members,
26 and Defendants.

27 “Released PAGA Claims” means the claims being released by the PAGA Settlement
28 Members, including Plaintiff, and by Plaintiff’s Counsel, as described in Paragraph 6(a), below.

“Released Parties” means (a) Kezar Pub, Inc., (b) Cyril Hackett, (c) Hackmor, Inc., and (d) all of Kezar Pub, Inc.’s current or former parent companies, subsidiary companies, and/or related, affiliated, or predecessor companies, partnerships, and/or joint ventures, and, with respect to each of them, all of its past, present, and future employees, officers, partners, principals, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors. Said parties shall be referred to collectively herein as the “Released Parties.”

“Settlement” means the disposition of the PAGA Cause of Action effected by this Agreement.

II. RECITALS

On December 9, 2022, Plaintiff’s counsel submitted the PAGA Notice to the LWDA on behalf of Plaintiff pursuant to California Labor Code section 2699.3. Plaintiff sought to represent himself and all PAGA Settlement Members. At no time did the LWDA indicate an intention to investigate the alleged violations referenced in the letter.

A. Plaintiff’s Counsel filed a civil lawsuit in the Superior Court of California, County of San Francisco, on February 15, 2023, Case No. CGC-23-604685. Plaintiff’s Complaint alleges the violations set forth in the PAGA Notice in the tenth cause of action for enforcement of PAGA, California Labor Code section 2698, *et seq.*

B. After more than one year of litigation and extensive informal and formal discovery, the Parties engaged in extensive settlement negotiations, which involved substantial offers and counteroffers between the Parties, for several weeks. The parties’ efforts ultimately culminated in this Agreement.

C. Counsel for all Parties have thoroughly investigated the facts and legal principles relating to the claims and defenses alleged in the PAGA Notice, the Complaint and the Answer. The Parties’ counsel have concluded the Agreement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by

Defendants, potential adverse findings regarding liability, and numerous potential appellate issues.

D. Defendants deny, and continue to deny, each and every claim and contention alleged in the PAGA Notice and in the Complaint, and have always maintained that they have never engaged in any unlawful acts regarding any of the matters alleged in the PAGA Notice or in the Action.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows.

III. NON-ADMISSION OF LIABILITY OR REPRESENTATIVE MANAGEABILITY FOR OTHER PURPOSES

This Agreement represents a compromise and settlement of highly disputed claims. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty, and costs of further prosecution, the difficulty of proof necessary to establish a manageable group for purposes of liability, and the relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests of the PAGA Settlement Members.

In entering into this Agreement, Defendants deny any liability for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under California or federal law. Defendants specifically deny that they have engaged in any unlawful or wrongful conduct against Plaintiff or any of the PAGA Settlement Members. Nothing in this Agreement is intended or should be construed as an admission by any of the Parties that the claims or defenses in the Action have merit. Defendants contend that representative treatment of the PAGA Settlement Members is for purposes of this Settlement only, and that there is no admission of representative manageability for any purpose other than this Settlement, or that may be asserted in any other dispute, claim or lawsuit.

If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants'

defenses. This Agreement, any documents referred to herein, and the Parties' actions taken to carry out this Settlement, are not admissible in connection with any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement) and may not be construed or used as an admission or concession of unlawful conduct, fault, wrongdoing or liability on Defendants' part.

IV. TERMS OF THE PAGA SETTLEMENT

A. Gross Settlement Amount and PAGA Settlement Members' Information

If the Settlement is approved by the Court and becomes Final, Defendants shall pay a non-reversionary monetary settlement payment in the total amount of \$100,000.00 ("Gross Settlement Amount" or "GSA"). The Gross Settlement Amount is the maximum amount Defendants can be required to pay under this Settlement. The GSA minus the Court awarded Attorney's fees and costs is the Net Settlement Amount (NSA). Defendants shall submit the NSA to the Settlement Administrator and the awarded attorney's fees and costs to Plaintiff's counsel within ten (10) days of the Effective Date ("Final Payment Date"). The Parties agree to allocate 100% of the Net Settlement Amount, minus the Settlement Administrator Costs, to penalties and thus not to wages. The payment of individual PAGA payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the PAGA Settlement Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

B. Settlement Administrator's Fees and Costs

If approved by the Court, the Settlement Administrator shall receive a payment for its fees and costs, to be paid from the Gross Settlement Amount and not to exceed \$3,000, which shall be justified to the court by the Administrator as part of the approval of this settlement. The Parties agree that the GSA will include the Settlement Administrator's fees and costs, which shall not exceed \$3,000. The payment for the Settlement Administrator's fees and costs will be approved by the Court before the GSA is sent to the Settlement Administrator such that there will be no remainder to divert to the PAGA Fund.

C. Attorney Fees and Costs

Plaintiff's Counsel shall make an application to the Court for fees and costs consistent with the agreement. If approved by the Court, Plaintiff's Counsel shall receive a payment for its fees

not to exceed one-third of the GSA and for costs not to exceed \$745.00 to be paid from the Gross Settlement Amount. An award of less than the requested fee or costs is not grounds to invalidate the settlement. Any portions not awarded to the Court shall remain part of the Net Settlement Fund to distribute on a pro-rata share basis to the aggrieved employees in the PAGA Fund.

D. PAGA Fund

Seventy-five percent (75%) will be sent to the LWDA and twenty-five percent (25%) will be allocated among the PAGA Settlement Members based on the proportionate number of pay periods worked during the PAGA Period as set forth in Section 5.a.

V. COMPUTATION AND DISTRIBUTION OF THE PAGA FUND

A. Formula for Calculating Share of PAGA Fund

The portion of the PAGA Fund to be paid to each PAGA Settlement Member shall be determined based on this formula:

The payments to PAGA Settlement Members will be based on the number of pay periods for each PAGA Settlement Member worked during the PAGA Period. The value of a pay period will be calculated by dividing the 25% portion of the PAGA Fund paid to the estimated 39 PAGA Settlement Members by the total number of pay periods, which is estimated to be approximately 699 pay periods, for all PAGA Settlement Members during the PAGA Period. The resulting value will then be multiplied by the number of pay periods for each PAGA Settlement Member to calculate the individual PAGA payment ("Individual Payment"). Assuming the Counsel Award and Administration Costs are awarded in full, this agreement confers a net value of \$22.50 per pay period to the PAGA Settlement Member. A PAGA Settlement Member who worked through the entire year of the PAGA Settlement (26 pay periods) would receive an estimated share of the settlement civil penalties in the amount of \$585.00.

B. Distribution of PAGA Fund by Settlement Administrator

The Parties have jointly selected Phoenix Class Action Administrators to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administrator's expenses. The Parties and their Counsel represent that they

1 have no interest or relationship, financial or otherwise, with the Administrator other than a
2 professional relationship arising out of prior experiences administering settlements.

3 Within ten (10) days of the Effective Date of this Agreement, Defendants shall transmit the
4 PAGA Members' Information electronically to the Settlement Administrator. The Administrator
5 must maintain the PAGA Members' Information in confidence and use it for no other purpose than
6 the Settlement. Defendants shall fully fund the NSA by transmitting the funds to the Administrator
7 no later than thirty (30) days after the Effective Date.

8 Within ten (10) days after Defendants have fully funded the Gross Settlement Amount, the
9 Settlement Administrator shall calculate and distribute payments to the PAGA Settlement Members
10 and to the LWDA. The Settlement Administrator shall disburse the payments to the PAGA
11 Settlement Members, as set forth herein, without asking or requiring PAGA Settlement Members
12 to submit any claim as a condition of payment.

13 Payments to PAGA Settlement Members shall be made by check via U.S. Mail, postage
14 prepaid, to their last known addresses with a note in 13 size print accompanying the check that
15 reads as follows:

16 "You are receiving this check as your share of the settlement of the Private Attorney General
17 Act civil penalties settlement reached in the matter of Horacio Campos v. Kezar Pub Inc. et al. San
18 Francisco Superior Court Case # CGC-23-604685. If you seek further information regarding this
19 PAGA Settlement you can contact the attorney for employee and the Labor Workforce
20 Development Agency, Carlos Jato, by email at cgjato@jato-law.com or the attorney for the
employer, Alexei Offill-Klein aklein@cmtrlaw.com, Please do not contact the clerk of Court for
information about this case."

21 Prior to the initial mailing to PAGA Settlement Members, the Settlement Administrator
22 shall conduct a search of the National Change of Address ("NCOA") database to update PAGA
23 Settlement Members' mailing addresses, if necessary. The Administrator will skip-trace and re-
24 mail all returned, undeliverable mail within seven days of receiving notice that the mailing was
25 undeliverable.

26 The Administrator shall maintain a list of postmarked dates for the initial mailing of
27 payments to the PAGA Settlement Members, and a list of PAGA Settlement Members who have
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not cashed the checks. All checks disbursed under the terms of this Agreement will remain valid and negotiable for 180 days from the date of their execution. The Administrator shall promptly send a replacement check to any PAGA Settlement Member whose original check was lost or misplaced, as requested by the PAGA Settlement Member prior to the void date. After 180 days from the initial mailing, any uncashed checks will be void. The value of these uncashed checks will be paid, by the Administrator to Legal Aid at Work 180 Montgomery St # 600, San Francisco, CA 94104, a cy pres charitable organization that provides free legal services for low income working families. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

The Settlement Administrator also shall pay an amount equivalent to 75% of the PAGA Fund to the LWDA, or as otherwise directed by the Court. A copy of the check that the Settlement Administrator mails to the LWDA shall be provided to counsel for both Parties within five (5) business days of mailing.

Payment of Plaintiff's Counsel's attorneys' fees as approved by the Court in an amount not to exceed one-third (\$33,333.33) of the GSA plus Seven Hundred Forty-Five Dollars (\$745) in litigation costs will not be sent to the administrator but instead, forwarded directly by defendants to plaintiff's counsel.

VI. RELEASE OF CLAIMS

A. Claims Released by the LWDA and PAGA Settlement Members (Released PAGA Claims)

Upon the Effective Date of the Agreement, and subject to Defendants' funding of the GSA, the Plaintiff, as a representative of the State of California and on behalf of the LWDA and the PAGA Settlement Members, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally releases the Released Parties from all claims for PAGA penalties during the PAGA Period that were alleged in, or that could have been alleged based on the facts alleged in, the PAGA Notice and the Action (the "Released PAGA Claims").

The Parties agree that the Settlement shall be effective as a full and final accord and

1 satisfaction, settlement of, and as a bar to, the Released PAGA Claims. The Parties further agree
2 the Settlement shall be binding on the PAGA Settlement Members, including the Plaintiff, the
3 LWDA, the State of California, Defendants, and the Released Parties. As a result of this release,
4 the PAGA Settlement Members will be unable to bring a PAGA claim for civil penalties under, or
5 recover in any other PAGA claim for civil penalties encompassed within the Released PAGA
6 Claims of this Settlement.

7 For the sake of clarity, through this Settlement, the PAGA Settlement Members do not
8 release any and claims they may have in their individual capacity against the defendants because
9 this Settlement only disposes of the claim for civil penalties, fees and costs pertaining only to the
10 PAGA cause of action alleged in the Action.

11 **B. Release by Plaintiff's Counsel**

12 The Agreement includes and resolves all claims for attorneys' fees or costs that Plaintiff or
13 Plaintiff's Counsel may have under PAGA in the Action. *See, e.g.*, California Labor Code §
14 2699(g)(1). Plaintiff agrees to seek no more than \$33,333.33 in attorney's fees and \$745 in litigation
15 costs.

16 **C. Tax Treatment and Indemnification**

17 The Settlement Administrator will issue a Form 1099-Misc., and any other required tax
18 form(s), to PAGA Settlement Members relating to these payments. PAGA Settlement Members,
19 including Plaintiff, and Plaintiff's Counsel shall assume any tax obligations or consequences that
20 may arise from payments made to them under this Settlement. PAGA Settlement Members,
21 including Plaintiff, and Plaintiff's Counsel shall also hold Defendants harmless, and indemnify
22 them, from any dispute or controversy regarding any division or sharing of any of these payments.
23 Neither Parties or their counsel are providing any advice regarding taxes or taxability, nor shall
24 anything in this Settlement be relied upon as such within the meaning of United States Treasury
25 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

26 **VII. MISCELLANEOUS PROVISIONS**

27 **A. Mutual Full Cooperation**

28 Plaintiff, Defendants, Plaintiff's Counsel, and Defense Counsel agree to cooperate fully

1 with each other to accomplish the terms of this Settlement, including, but not limited to, execution
2 of such documents, and to take such other action as may reasonably be necessary to implement the
3 terms herein. If the Court does not grant the motion for approval of this Settlement or conditions
4 its approval on any material change to this Agreement or additional information of any nature,
5 Plaintiff's Counsel and Defense Counsel will expeditiously and in good faith work together on the
6 Parties' behalf to modify the Agreement or submit supplemental evidence and supplementing
7 points or authorities, if requested by the Court, or to otherwise satisfy the Court's concerns. This
8 includes but it is not limited to Defendants agreeing to disclose to the Court (upon the Court's
9 request) any and all facts (whether confidential or not) requested by the Court pertaining to the
10 individual wage claim settlement of Plaintiff's Horacio Campos reached in parallel with this PAGA
11 settlement. To that extent, if the Court requests any information pertaining to Plaintiff's individual
12 wage claims settlement then the parties agree to provide the Court with that information.

13 **B. Parties' Representations**

14 The Parties and their counsel represent they are authorized to enter into this Agreement.
15 The Parties and their counsel also represent and warrant that they have not directly or indirectly
16 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
17 entity any portion of any liability, claim, demand, action, cause of action, or right released and
18 discharged by the Parties in this Settlement.

19 **C. Binding Nature of the Agreement**

20 This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns
21 of the Released Parties. This Settlement shall be binding upon Plaintiff and the PAGA Settlement
22 Members, and upon their respective former and present spouses, representatives, agents, attorneys
23 (including Plaintiff's Counsel), heirs, administrators, successors, and assigns.

24 **D. Joint Drafting of Agreement**

25 The Parties have arrived at this Settlement as a result of a series of arm's-length
26 negotiations, taking into account all relevant factors, present and potential. This Agreement has
27 been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore, in any construction
28 or interpretation of this Settlement, the same shall not be construed against any of the Parties.

1 **E. Execution of the Agreement**

2 All executed copies of this Agreement and photocopies thereof shall have the same force
3 and effect and shall be as legally binding and enforceable as the original. The Agreement may be
4 executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which
5 for purposes of this Agreement shall be accepted as an original. All executed counterparts and each
6 of them will be deemed to be one and the same instrument. Counsel for the Parties will exchange
7 between themselves signed counterparts. Any executed counterpart will be admissible in evidence
8 to prove the existence and contents of this Agreement.

9 **F. No Press Release or Publicity Regarding Terms of the Agreement**

10 The Parties agree not to publicize the terms of this Agreement or Settlement except in court
11 papers filed to obtain approval and to the LWDA. The Parties agree that they will issue no media
12 or press release, will not initiate any contact with the media or the press, will not respond to any
13 media or press inquiry, or will not have any communications with the media or the press about the
14 fact, amount, or terms of this Agreement or Settlement Agreement. Plaintiff and Plaintiff's Counsel
15 shall not publicize or refer to the fact or amount of the Agreement or Settlement on their websites,
16 social media, any other marketing materials, or legal publications in a way that identifies or alludes
17 to Defendants, but they may do so without naming or referring to Defendants.

18 Defendants may report the Settlement or results of this lawsuit if required to do so by public
19 disclosure regulatory requirements, or with respect to any financial or other disclosures, which in
20 their judgment are necessary.

21 **G. Continuing Jurisdiction of the Court**

22 After the Action is dismissed with prejudice, the Court shall retain jurisdiction over the
23 Parties pursuant to CCP 664.6, the Action and the Settlement solely for purposes of enforcing the
24 Agreement, addressing settlement administration matters, and resolving any disputes between and
25 among the Parties arising out of the Settlement, including but not limited to interpretation of the
26 Agreement's terms. If a party is required to file a motion to enforce this Settlement Agreement and
27 that motion is successful, the prevailing party shall be entitled to its attorney's fees and costs
28 incurred in filing the motion to enforce the Settlement Agreement.

1 **H. Advice of Counsel**

2 Each Party represents and agrees that they have been advised or are fully aware of their
3 right to discuss all aspects of this Agreement with their independent attorneys prior to signing this
4 Agreement, that each Party has carefully read and fully understands all of the provisions of this
5 Agreement, and that each Party is voluntarily, and without fraud, duress, or undue influence,
6 entering into this Agreement.

7 **I. Notice**

8 All notices, demands or other communications between the Parties in connection with this
9 Agreement will be in writing and deemed to have been duly given as of the day sent by email,
10 addressed as follows:

11 To Plaintiff: Carlos Jato
12 Law Offices of Carlos Jato
13 819 Eddy St.
14 San Francisco, CA 94109
 cgjato@jato-law.com

15 To Defendants: Vince Castillo
16 Castillo, Moriarty, Tran & Robinson
17 75 Southgate Avenue
18 Daly City, CA 94111
 vcastillo@cmtrlaw.com

19 **J. Miscellaneous Provisions**

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

23 This Settlement may be amended or modified only by a written instrument signed by
24 Plaintiff and Defendants or by their duly authorized representatives, and approved by the Court.
25 No rights under this Settlement may be waived except in writing. This Agreement constitutes the
26 entire agreement between the Parties relating to the Settlement of the Released PAGA Cause of
27 Action, superseding any and all oral representations, warranties, covenants, or inducements made
28 to or by any Party regarding the PAGA Cause of Action.

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

Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

K. Stay of Litigation

The Parties agree that upon the execution of this Agreement, and upon Court approval, the Action shall be stayed, except to effectuate the terms of this Agreement.

L. Waiver of Right to Appeal

The Parties and Plaintiff’s Counsel waive all rights to appeal, including all rights to post-judgment or dismissal and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Settlement becomes final.

M. Parties’ Duties Regarding Motion for Approval of Settlement

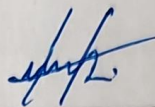
Plaintiff’s Counsel will draft and file the Motion for Approval of Settlement. Once the Settlement is approved and becomes Final, Plaintiff’s Counsel is responsible for delivering the Court’s Approval to the Administrator. Plaintiff’s Counsel is responsible for delivering to Defense Counsel all documents necessary for obtaining approval of this Settlement under California Labor Code section 2699, subd. (f)(2), or any other documents or information required by law or requested by the Court.

N. Subsequent Modifications

Upon stipulation or with Court approval, the Parties may alter the above dates or time periods. The Parties may also make other non-substantive revisions to any notices or other

documents as necessary.

DATED: 3-25-2024



Plaintiff Horacio Campos

DATED: _____

Defendant Cyril Hackett

DATED: _____

Defendant Kezar Pub, Inc.

By: _____

Title: _____

documents as necessary.

DATED: _____

Plaintiff Horacio Campos

DATED: 4/1/24

Ciril A Hackett
Defendant Cyril Hackett

DATED: 4/4/24

Defendant Kezar Pub, Inc.

The Kezar Pub. Hackmor Inc
By: Ciril A Hackett
Title: President

“B”



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

May 2, 2024

INVOICE	86914
Class Members	39
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	39
Subtotal Admin Only	\$3,077.62

Flat Fee Total **\$3,000.00**

For 39 Class Members

Pricing Good for Scope of Estimate Only

Uncashed Checks to Cy-Pres Included

Spanish Translation, Printing & Mailing Included

Case: Campos v. Kezzar SFSC CGC23604685, PAGA Administration

Phoenix Contact: Michael E. Moore

Contact Number: 949.331.0131

Email: mike@phoenixclassaction.com

Requesting Attorney: Carlos Jato

Firm: Law Office of Carlos Jato

Contact Number: (415) 771-6174

Email: cgjato@jato-law.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on **39** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)				
Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	1		\$100.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.50	6		\$15.60
NCOA (USPS)	\$9.75	1		\$9.75
Total				\$425.35

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage / Spanish Translation				
Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	1		\$100.00
Spanish Translation	\$150.00	1		\$150.00
Data Merge & Duplication Scrub	\$0.09	39		\$3.51
Notice and Check Packet	\$1.00	39		\$39.00
Estimated Postage (up to 1 oz.)*	\$0.64	39		\$24.96
Total				\$317.47

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	2		\$110.00
Skip Tracing Undeliverables	\$0.75	10		\$7.31
Remail Notice Packets	\$0.65	7		\$4.39
Estimated Postage	\$0.64	7		\$4.32
Programming Undeliverables	\$50.00	1		\$50.00
Total				\$176.02

Database Programming				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Claims Database	\$150.00	1		\$150.00
Case Associate	\$55.00	2		\$110.00
Case Manager	\$85.00	1		\$85.00
Total				\$345.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	1		\$135.00
Disbursement Review	\$135.00	1		\$135.00
Programming Manager	\$95.00	1		\$95.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	1		\$135.00
Total				\$635.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$115.00	1	\$115.00
Remail Undeliverable Checks (Postage Included)	\$1.50	6	\$8.78
Case Associate	\$55.00	1	\$55.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$115.00	1	\$115.00
Case Manager Conclusion	\$85.00	1	\$85.00
Final Reporting & Declarations	\$115.00	2	\$230.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$400.00	1	\$400.00
Check to Cy-Pres	\$150.00	1	Included
		Total	\$1,178.78

Estimate Total: \$3,077.62



CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

“C”

Date	Time	Description
12/7/2022	2.3	Meet w client and draf releas of emp. Records
1/10/2023	1.2	begin review of case file (32 docs provided by client re. case
2/15/2023	2.4	continue draft of complaint file and prepare summons and cover sheet
2/17/2023	0.3	send complaint out for service
3/24/2023	0.7	review answer to complaint
5/12/2023	2.9	prepare and send out discovery to defendants
6/8/2023	0.2	review and respond to email re discovery
6/26/2023	1.2	prepare and file cmc and jury deposit notice
6/26/2023	0.2	review and respon to email re disco
7/1/2023	0.7	review discovery to OC
7/6/2023	2.3	review discovery responses and prepare meet and confer to opp counsel
7/13/2023	1.4	review defendant cmc stat and phonecall re disagreement on trial date
7/14/2023	1.2	begin drafting answer to disco for OC
7/14/2023	0.3	follow up emails re trial date pre CMC
7/18/2023	2	continue draft responses disco
7/19/2023	2.2	prepare for and attend CMC
7/21/2023	0.5	review writen resp to m&c
7/22/2023	1.2	continue draft responses disco
7/24/2023	0.2	begin draf belaire motion and supp docs
7/25/2023	2.8	finalize, file and serve bellaire motion
8/1/2023	2.2	continue draft responses disco and finalize
8/1/2023	0.9	follow up emails re m&c
8/7/2023	0.5	review opposition to Belaire motion
8/11/2023	2.2	research opposition, review emails and prepare reply re belaire motion
8/17/2023	0.3	review tenantive
8/31/2023	0.5	meet and confer emails with opp ocounsel
8/31/2023	2.8	prepare for and argue bellaire motion
9/15/2023	0.3	followup re bellaire
9/21/2023	0.4	review proposed notice to employees
9/22/2023	1.2	draft bellaire stip and order
9/27/2023	2.3	review changes to stip nd order, multiple email to opp side and court
10/9/2023	0.7	phonecall and email w opp counse and TPA
10/16/2023	0.5	emails w opp counsel
10/16/2023	0.4	review notice translation and send email to TPA
10/17/2023	0.2	emails w opp counsel
10/18/2023	0.2	emails w opp counsel
10/19/2023	0.3	review report from tpa
10/26/2023	0.4	calculate PAGA penalties and send demand email
10/27/2023	0.2	review report from tpa
11/3/2023	0.3	review report from tpa
11/9/2023	0.2	review report from tpa
11/22/2023	0.9	meet and confer re docuemnts and further damages projection
12/1/2023	0.2	review email from deff
12/1/2023	2.2	review optout list and contact non-optouts
12/6/2023	0.4	discussio w client and meail opp counse

12/6/2023	0.4	further meet and confer seeking add recds
12/8/2023	0.5	meail from opp counsel and review additiona 24 pages prodced
12/9/2023	1.5	draft and send PAGA letter to LWDA
12/30/2023	1.8	begin drafting complaint
1/17/2024	0.7	prepare and email PMK depo notice and emails re sett discussions
1/19/2024	0.4	email work opp ocounsel and research cases re PAGA
2/1/2024	0.4	review email re sett response calcs and research PAGA call client
2/5/2024	0.8	review email and contact client
2/7/2024	0.3	review objection to pmk depo notice
2/21/2024	0.7	review email and contact client
2/27/2024	0.2	email confirming deal
2/28/2024	0.4	preapre and file notice of settlement
2/28/2024	0.6	prepare draft sett agreement
3/1/2024	2.2	finalize sett agreement and send to opp counse
3/12/2024	1.3	begin review of opp couns proposed separate agreements
3/18/2024	0.6	review lengthy email re two deals v one deal
3/19/2024	0.6	further negotiations of the deal
3/20/2024	0.7	finalize additional revisions and send to opp counse
3/22/2024	0.3	review final edits from opp couns
3/25/2024	1.2	meet client
3/26/2024	0.2	follow op on signatures
4/15/2024	0.2	confirmation deal signed
4/19/2024	1.5	begin work on motion approve paga
4/22/2024	1.2	continue motion approve paga
4/29/2024	0.4	contact TPA to get cuote on paga admi
5/2/2024	1.2	finalize PAGA approval motion

67.2 TOTAL HOURS