John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
Bradford Smith (SBN 345879)
bradford.smith@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

YOLUNDRIA ROOKS, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

HOT CAKES RESTAURANT GROUP, INC. DBA DENNY'S, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. STK-CV-UOE-2022-0011056

CLASS ACTION

[Assigned for all purposes to: Hon. Robert T. Waters, Dept. 11B]

DECLARATION OF PLAINTIFF YOLUNDRIA ROOKS IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

I, Yolundria Rooks, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. I submit this declaration in support of my Motion for Final Approval of Class Action and PAGA Settlement.

Risks, Both Financial and Otherwise, Faced in Bringing the Suit

2. When I decided to become involved in this lawsuit as a class representative on behalf of other employees of Hot Cakes Restaurant Group, Inc. dba Denny's ("Defendant") and as a private attorney general for the State of California, I understood that I was not only seeking unpaid wages and penalties on behalf of myself, but also for other employees who worked for Defendant, and that by doing so, I would be delaying more immediate recovery available to me through the Labor Commissioner's office.

3. I was also made aware that being a class representative and private attorney general in an action filed on behalf of others would subject me to a stigma that is sometimes associated with those who bring these kinds of lawsuits. I was aware that, as a class representative and private attorney general, I might be responsible for some or all of Defendant's legal costs if the case was not successfully concluded. Even with knowledge of these risks, I was willing to go forward and to act on behalf of the other employees and the State of California, but I was nervous about losing and having a judgment filed against me for costs or losing job opportunities in the future.

4. I understood that there were risks involved in class and representative action lawsuits. I understood that the lawsuit could continue for several years and require my services and attention throughout the entire length of the lawsuit. I learned that even if we won at trial, the case could be further delayed by appeals.

Notoriety and Personal Difficulties Encountered

5. As the named plaintiff, I am the face of the litigation. Additionally, the class notice that was mailed in this case was sent to over 370 current and former employees of Defendant. The notice informed all of these employees that I filed a class and representative action against Defendant. Exposing myself to this kind of publicity creates a risk for my future career prospects, since current and former employees of Defendant may move to different companies within the restaurant industry

or may know people at other companies within the restaurant industry who may not want to hire someone who sued her employer.

Amount of Time and Effort Spent and Duration of the Litigation

6. I have spent a substantial amount of time and effort on this litigation. My work on this case has included, among other things, gathering and providing my payroll records, discussing potential witnesses, reviewing discovery information and data, and participating in settlement discussions. After mediation, I remained actively involved by reviewing the settlement papers and regularly contacted my counsel for updates. I estimate that since I retained my counsel in October 2022, I have spent approximately 25 hours on the activities described above.

Personal Benefit Received as a Result of the Litigation

7. Absent the requested service payment, the personal benefit I will receive is the same as all other employees. But unlike the other employees, I have signed a general release of Defendant. The other employees are only releasing the wage and hour claims asserted in the lawsuit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 3/3/2025, at Lathrop, California.

DocuSigned by:
Yolundria Rooks
3FFD6F380E3449A...

Yolundria Rooks

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
Bradford Smith (SBN 345879)
bradford.smith@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

YOLUNDRIA ROOKS, individually, and on behalf of all others similarly situated
Plaintiff,

v.

HOT CAKES RESTAURANT GROUP, INC. DBA DENNY'S, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. STK-CV-UOE-2022-0011056

CLASS ACTION

[Assigned for all purposes to: Hon. Robert T. Waters, Dept. 11B]

DECLARATION OF KEVIN LEE OF PHOENIX SETTLEMENT ADMINISTRATORS IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

FINAL APPROVAL HEARING
Date: March 25, 2025
Time: 09:00 a.m.
Dept.: 11B

Complaint Filed: November 30, 2022
Trial date: Not set

DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Rooks v. Hot Cakes Restaurant Group, Inc. dba Denny's* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* ("Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from November 30, 2018 to June 17, 2024 ("Class Period") and the number of workweeks that each Aggrieved Employee worked during the time period from February 3, 2022 to June 17, 2024 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Participating Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, the Class Representative Service Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On November 18, 2024, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and workweeks for each Class Member ("Class Data") during the Class Period. The final mailing list contained three hundred seventy (370) individuals identified as Class Members.

4. On November 22, 2024, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On November 22, 2024, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all three hundred seventy (370) Class Members on the Class Data. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, forty-six (46) Notices have been returned to Phoenix. None were returned with a forwarding address. For the forty-six (46) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the forty-six (46) Notices that were skip traced, thirty (30) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

7. As of the date of this declaration, sixteen (16) Notices remain undeliverable since an updated address could not be obtained via skip trace.

8. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was January 21, 2025.

9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was January 21, 2025.

10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was January 21, 2025.

11. There are three hundred seventy (370) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Participating Class Members, representing 100% of the Class. Participating Class Members have worked a collective total of twelve thousand seventy-six (12,076) Workweeks during the Class Period. Each Workweek is valued at approximately $9.53.

12. The Class Size Estimates and Escalator Clause indicates that, if the total number of workweeks during the Class Period exceeds 12,128 by more than 10% (*i.e.* if there were more than 13,341 workweeks), then Defendant shall either a) pay a proportional amount in addition to the Gross Settlemetn Amount for each additional such unique workweek over 13,341, or b) shorten the Class Period at the point at which the number of unique workweeks is not over 13,341. Because the total number of workweeks did not exceed this cap, the Gross Settlement Amount did not increase nor was the Class Period shortened.

13. The Net Settlement Amount of $115,108.99 available to pay Participating Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($80,000.00), and Class Counsel costs ($16,141.01), requested Class Representative Service Payment to Plaintiff Rooks ($10,000.00), the PAGA Amount ($10,000.00), and the requested Administration Expenses Payment ($8,750.00) from the Gross Settlement Amount ($240,000.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately $2,011.26, the lowest Individual Settlement Payment to be paid is approximately $9.53, while the average Individual Settlement Payment to be paid is approximately $311.11. Participating Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

15. Additionally, $10,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Amount”), of which 75%, or $7,500.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or $2,500.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are one hundred thirty-four (134) Aggrieved Employees who worked a total of twenty-six thousand three hundred sixty-eight (26,368) workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $10.02, and the average Individual PAGA Payment to be paid is approximately $2.75.

16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

17. Phoenix's costs associated with the administration of this matter are $8,750.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed on February 25, 2025, at Orange, California.

KEVIN LEE

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Yolundria Rooks v. Hot Cakes Restaurant Group, Inc. dba Denny's, San Joaquin County Superior Court
Case Nos. STK-CV-UOE-2022-11056 and STK-CV-UOE-2023-8840

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Hot Cakes Restaurant Group, Inc.'s records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement. By order of the Superior Court of California for the County of San Joaquin (the "Court" or "San Joaquin Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Yolundria Rooks ("Plaintiff") and Hot Cakes Restaurant Group, Inc. ("Defendant"), October 22, 2024, in the consolidated case entitled *Yolundria Rooks v. Hot Cakes Restaurant Group, Inc. dba Denny's* (Case Nos. STK-CV-UOE-2022-11056 and STK-CV-UOE-2023-8840), which may affect your legal rights. Plaintiff and Defendant are collectively referred to as the "Parties."

If you are a Class Member, you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the settlement (in which case you will not receive payment under the settlement), object to the settlement, and/or dispute the pay periods credited to you, if you so choose, as explained more fully below.

1. Background

Plaintiff is a previous employee of Defendant. Plaintiff filed a class action complaint in San Joaquin Superior Court, Case No. STK-CV-UOE-2022-11056 (the "Class Action"), on November 30, 2022. She then also filed a separate lawsuit under the under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") in San Joaquin Superior Court, Case No. STK-CV-UOE-2023-8840 (the "PAGA Action"), on August 16, 2023. The Class Action and PAGA Action are collectively referred to as the "Actions."

Plaintiff alleges that Defendant violated the California Labor Code and California Business and Professions Code with respect to themselves and the Class Members by, among other things, failing to properly pay for all hours worked, including minimum and overtime wages, provide legally-compliant meal and rest periods or premium pay in lieu thereof, provide reimbursements for business expenses, pay timely wages, failing to pay all wages due at the termination of employment, maintain required records, and failing to provide accurate wage statements. Plaintiff seeks, among other things, payment of (1) back wages and other relief for a class of hourly paid non-exempt employees ("Class Members") who worked for Defendant in California during between November 30, 2018, and June 17, 2024 ("Class"); and (2) penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") for all hourly paid non-exempt employees who worked for Defendant in California from February 3, 2022 to June 17, 2024 ("Aggrieved Employees").

Defendant denies all of the allegations in the Actions or that it violated any law, and contends that it, at all times, fully complied with all applicable laws. Defendant has entered into the settlement described in this notice for the purpose of avoiding further expense associated with defending the lawsuit.

The Parties participated in mediation with a mediator and, as a result, the Parties executed a settlement agreement that settles the Class Action and PAGA Action ("Settlement Agreement" or "Agreement").

As mentioned above, the San Joaquin Superior Court has preliminarily approved this Settlement Agreement and has appointed Phoenix Settlement Administrators as the administrator of the settlement ("Settlement Administrator"), Plaintiff as the representative of the Class ("Class Representative"), and Wilshire Law Firm as counsel for the Class ("Class Counsel").

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to Class Members. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

2. Summary of the Proposed Settlement

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

A. Settlement Formula

The total Gross Settlement Amount is Two Hundred and Forty Thousand Dollars and Zero Cents ($240,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not timely and validly request exclusion from the settlement ("Participating Class Members") is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to Court approval : (1) attorneys' fees in the amount of up to $80,000.00 and reimbursement of litigation costs and expenses in the amount not to exceed $20,000.00 to Class Counsel ("Attorneys' Fees and Costs"); (2) service awards to Plaintiff in the amount of up to $10,000.00 ("Service Payment"); (3) fees and expenses of administration of the Settlement to the Settlement Administrator in an amount not to exceed $8,750.00 ("Settlement Administration Fees"); and (4) $10,000.00, which sum is allocated by the Parties to resolve the PAGA claims.

Participating Class Members are entitled to receive payment under the settlement ("Individual Class Payment") based on the number of workweeks they worked for Defendant during the Class Period. Participating Class Members' Individual Class Payments were calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's individual number of workweeks during the Class Period.

Aggrieved Employees are entitled to receive payment under the settlement ("Individual PAGA Payment") based on the number of pay periods they worked for Defendant during the PAGA Period. Aggrieved Employees' Individual PAGA Payments were calculated by (a) dividing $2,500.00 (the amount allocated to settlement of claims under PAGA that is distributable to Aggrieved Employees) by the total number of pay periods worked by Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's individual number of pay periods worked during the PAGA Period.

Each Individual Class Payment will be allocated as 5% to wages (which will be reported on an IRS Form W2 and subject to reduction for employee-side payroll taxes) and 95% to penalties and interest (which will be reported on an IRS Form 1099). Each Individual PAGA Payment will be allocated as 100% to penalties (which will be reported on an IRS Form 1099). Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

If the Court grants final approval of the settlement, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees at the address that is on file with the Settlement Administrator. If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.

B. Your Workweeks and Pay Periods

According to Defendant's payroll records, you worked «Total_Weeks» workweeks during the Class Period and «PAGA_Pay_Periods» pay periods during the PAGA Period.

If you wish to dispute the workweeks or pay periods credited to you, you may submit such dispute in writing to the Settlement Administrator by January 21, 2025. To do so, you must submit a writing to the Settlement Administrator that contains, at a minimum: (a) your full name, address, and signature; (b) the case name and number of the Class Action (*Yolundria Rooks v. Hot Cakes Restaurant Group, Inc. dba Denny's*, San Joaquin County Superior Court Case No. STK-CV-UOE-2022-11056); (c) a clear statement indicating that you dispute the number of workweeks and/or pay periods credited to you; and (d) any documentation that supports your belief that you should be credited with a different number of workweeks and/or pay periods. The Settlement Administrator's contact information is listed within Section 5 of this notice.

C. Your Estimated Individual Class Payment and Individual PAGA Payment

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be «ESA_Before_Paga» (less payroll withholding) and your Individual PAGA Payment is estimated to be «PAGA_Amount».** The actual amount you may receive likely will be different and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment because you didn't work during the PAGA Period.) Your Individual PAGA Payment is not subject to withholdings and will only be distributed if the Court approves the settlement and after the settlement goes into effect.

The settlement approval process may take several months. Your Individual Class Payment and Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Class Payment and Individual PAGA Payment may be higher or lower.

The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres"), Valley Children's Hospital.

D. Released Claims

"Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Final Judgment approving of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

Upon the Effective Date, you will be deemed to have, and by operation of the Judgment will have fully, finally, and forever released, relinquished and discharged Defendant and the Released Parties from any and all Released Claims. "Released Parties" means Defendant and each of its former and present agents, employees, representatives, administrators, directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, accountants, receivers, advisors, consultants, partners, partnerships, parents, divisions, subsidiaries, affiliates, heirs, joint venturers, trustees, investors, fiduciaries, franchisees or franchisors, and commonly controlled corporations.

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, assignors, grantees, devisees, trustees, or any other entities in which they may have an interest, release Defendant and Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the Class Action, PAGA Action, and PAGA Notice, including (1) failure to provide meal periods and associated premiums; (2) failure to provide rest breaks and associated premiums; (3) failure to provide recovery periods; (4) failure to pay overtime wages; (5) failure to pay minimum wages; (6) failure to pay timely wages; (7) failure to pay all wages due to discharged and quitting employees/waiting time penalties; (8) failure to maintain required records; (9) failure to furnish accurate itemized wage statements; (10) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (11) violation of California's unfair competition law under Business and Professions Code Sec. 17200. Except as set forth in the Aggrieved Employees release below, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

In addition, all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, assignors, grantees, devisees, trustees, or any other entities in which they may have an interest, are deemed to release Defendant and the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts asserted in the PAGA Action and the PAGA Notice.

E. Court Approved Deductions from Gross Settlement.

At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Up to $80,000.00 (33 and 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to $10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- Up to $8,750.00 to the Administrator for services administering the Settlement.
- Up to $10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Options and Rights as a Class Member

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet issued final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and all deductions from the Gross Settlement Amount detailed therein. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have three options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. You will automatically be issued your Individual Class Payment and Individual PAGA Payment, if any, unless you decide to exclude yourself from the settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims against the Released Parties as described in Section II.D above.

Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims. You cannot opt-out of the PAGA portion of the proposed Settlement. The Opt-Out Deadline is January 21, 2025.

To opt-out, you must submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Settlement Administrator will exclude you based on a writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Yolundria Rooks v. Hot Cakes Restaurant Group, Inc. dba Denny's, San Joaquin County Superior Court Case Nos. STK-CV-UOE-2022-11056 and STK-CV-UOE-2023-8840, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by January 21, 2025, or it will be invalid. Section 5 of the Notice has the Settlement Administrator's contact information.

(2) **Object to the Settlement.** You can object to the terms of the settlement as long as you have not submitted a Request for Exclusion. If you wish to object to the settlement, you may submit an objection in writing to the Settlement Administrator. To do so, you must submit a writing to the Settlement Administrator that contains, at a minimum: (a) your full name, address, and signature; (b) the case name and number of the Class Action (*Yolundria Rooks v. Hot Cakes Restaurant Group, Inc. dba Denny's*, San Joaquin County Superior Court Case No. STK-CV-UOE-2022-11056); (c) all legal and factual bases for your objection to the Settlement; (d) a statement as to whether you intend to appear at the Final Approval Hearing; and, (e) a statement as to whether you are represented by counsel and, if so, your counsel's name, address, and phone number. If you wish to object to the settlement, you must mail your Objection form or other documentation to the Settlement Administrator at the address listed in Section 5 below by January 21, 2025. Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 4 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

4. Final Approval Hearing

The Court will hold a Final Approval Hearing on March 25, 2025, at 9:00 a.m., in Department 11B of the San Joaquin Superior Court at 180 E Weber Avenue, Stockton, California 95202 to determine whether it will issue final approval of the Agreement including, but not limited to, whether the attorneys' fees and costs to Class Counsel, Service Payment to Plaintiffs, and Settlement Administration Fees to the Settlement Administrator should be awarded. The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to do so.

5. Additional Information

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Settlement Administrator's website at rooks-v-hot-cakes-restaurant-group.phoenixcases.com. You can also telephone or send an email to the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to (https://cms.sjcourts.org/fullcourtweb/start.do) and entering the Case Number for the Action, type CV, year 2022, Case No. 11056. You can also make an appointment to personally review court documents in the Clerk's Office by calling (209) 992-5693.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR VIA THE BELOW CONTACT INFORAMTION:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

AVISO DE ACUERDO DE DEMANDA COLECTIVA APROBADO POR EL TRIBUNAL Y FECHA DE LA AUDIENCIA PARA SU APROBACIÓN DEFINITIVA POR EL TRIBUNAL

Yolundria Rooks contra Hot Cakes Restaurant Group, Inc. dba Denny's, Tribunal Superior del condado de San Joaquín
Caso nº STK-CV-UOE-2022-11056 y STK-CV-UOE-2023-8840

LEA ATENTAMENTE ESTE AVISO.

Usted ha recibido este Aviso porque los registros de Hot Cakes Restaurant Group, Inc. indican que usted puede ser elegible para tomar parte en el Acuerdo de Demanda Colectiva alcanzado en el asunto arriba referenciado.

No necesita realizar ninguna acción para recibir el pago del Acuerdo y, a menos que solicite ser excluido del Acuerdo, sus derechos legales pueden verse afectados.

La presente notificación tiene por objeto informarle de sus derechos y opciones con respecto al Acuerdo. Por orden del Tribunal Superior de California para el Condado de San Joaquín (el “Tribunal” o el “Tribunal Superior de San Joaquín”), se le notifica que: la aprobación preliminar de un Acuerdo de Demanda Colectiva alcanzado entre Yolundria Rooks (“Demandante”) y Hot Cakes Restaurant Group, Inc. (“Demandado”), el 22 de octubre de 2024, en la causa consolidada titulada *Yolundria Rooks contra Hot Cakes Restaurant Group, Inc. dba Denny's* (Causa núm. STK-CV-UOE-2022-11056 y STK-CV-UOE-2023-8840), que puede afectar a sus derechos legales. La Demandante y el Demandado se denominan colectivamente las “Partes”.

Si usted es un Miembro del Acuerdo, no necesita realizar ninguna acción para recibir el pago del Acuerdo, pero tiene la oportunidad de solicitar su exclusión del Acuerdo (en cuyo caso no recibirá el pago en virtud del Acuerdo), objetar al Acuerdo y/o disputar los períodos de pago que se le acrediten, si así lo desea, como se explica más detalladamente a continuación.

1. Antecedentes

La Demandante es un antigua empleada del Demandado. La Demandante presentó una Demanda Colectiva en el Tribunal Superior de San Joaquín, Caso No. STK-CV-UOE-2022-11056 (la “Demanda Colectiva”), el 30 de noviembre de 2022. A continuación, también presentó una Demanda independiente en virtud de la Ley General de Abogados Privados del Código Laboral de California de 2004 (“PAGA”) ante el Tribunal Superior de San Joaquín, Caso nº STK-CV-UOE-2023-8840 (la “Demanda PAGA”), el 16 de agosto de 2023. La Demanda Colectiva y la Demanda PAGA se denominan colectivamente las “Demandas”.

La Demandante alega que el Demandado violó el Código Laboral de California y el Código de Negocios y Profesiones de California con respecto a sí mismo y a los Miembros de la Clase al, entre otras cosas, no pagar adecuadamente todas las horas trabajadas, incluidos los salarios mínimos y las horas extras, proporcionar períodos de comida y descanso legalmente conformes o pago de primas en su lugar, proporcionar reembolsos por gastos comerciales, pagar salarios oportunos, no pagar todos los salarios adeudados al término del empleo, mantener los registros requeridos y no proporcionar declaraciones salariales precisas. La Demandante busca, entre otras cosas, el pago de (1) salarios atrasados y otras compensaciones para una clase de empleados no exentos pagados por hora (“Miembros de la Clase”) que trabajaron para el Demandado en California entre el 30 de noviembre de 2018 y el 17 de junio de 2024 (“Clase”); y (2) sanciones en virtud de la Ley General de Abogados Privados del Código Laboral de California de 2004 (“PAGA”) para todos los empleados no exentos pagados por hora que trabajaron para el Demandado en California entre el 3 de febrero de 2022 y el 17 de junio de 2024 (“Empleados agraviados”).

El Demandado niega todas las alegaciones de la Demanda o que haya infringido ley alguna, y sostiene que, en todo momento, cumplió plenamente con todas las leyes aplicables. El Demandado ha llegado al Acuerdo descrito en esta notificación con el propósito de evitar mayores gastos asociados con la defensa de la Demanda.

Las Partes participaron en una mediación con un mediador y, como resultado, las Partes firmaron un Acuerdo de conciliación que resuelve la Demanda Colectiva y la Demanda PAGA (“Acuerdo de conciliación” o “Acuerdo”).

Como se mencionó anteriormente, el Tribunal Superior de San Joaquín ha aprobado preliminarmente este Acuerdo de Conciliación y ha designado a Phoenix Settlement Administrators como administrador del Acuerdo (“Administrador del Acuerdo”), a la Demandante como representante de la Clase (“Representante de la Clase”) y a Wilshire Law Firm como abogado de la Clase (“Abogado de la Clase”).

El Acuerdo representa un compromiso y un Acuerdo de reclamaciones muy disputadas. Nada de lo contenido en el Acuerdo pretende ser o será interpretado como una admisión por parte del Demandado de que las reclamaciones de la Demanda tienen fundamento o de que el Demandado tiene responsabilidad alguna frente a los Demandantes o a los Miembros de la Clase. El Tribunal ha determinado únicamente que existen pruebas suficientes que sugieren que el Acuerdo propuesto podría ser justo, adecuado y razonable, y que cualquier determinación final sobre estas cuestiones se realizará en la vista final.

2. Resumen del Acuerdo propuesto

La Demandante y los Abogados de la Clase creen firmemente que el Acuerdo es un buen negocio para usted porque consideran que (1) el Demandado ha acordado pagar un monto justo, razonable y adecuado considerando la solidez de las reclamaciones y los riesgos e incertidumbres de un litigio continuado; y (2) el Acuerdo es lo mejor para los Miembros de la Clase y los Empleados Agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó esta Notificación y programó una audiencia para determinar la Aprobación Definitiva.

A. Fórmula de Acuerdo

El Importe bruto total del Acuerdo asciende a doscientos cuarenta mil dólares con cero céntimos ($240,000.00) (el “Importe bruto del Acuerdo”). La parte del Importe Bruto del Acuerdo que está disponible para el pago a los Miembros Participantes de la Clase que no soliciten oportuna y válidamente su exclusión del Acuerdo (“Miembros Participantes de la Clase”) se denomina “Importe Neto del Acuerdo”. El Importe

Neto del Acuerdo será el Importe Bruto del Acuerdo menos los siguientes pagos, que están sujetos a la aprobación del Tribunal: (1) honorarios de abogados por un importe de hasta $80,000.00 y reembolso de las costas y gastos del litigio por un importe que no excederá de $20,000.00 a los Abogados de la Clase ("Honorarios y Costas de Abogados"); (2) indemnizaciones por servicio a la Demandante por un importe de hasta $10,000.00 ("Pago por servicios"); (3) honorarios y gastos de administración del Acuerdo al administrador del Acuerdo por un importe que no exceda los $8,750.00 ("Honorarios de administración del Acuerdo"); y (4) $10,000.00, cuya suma es asignada por las Partes para resolver las reclamaciones PAGA.

Los Miembros Participantes de la Clase tienen derecho a recibir un pago en virtud del Acuerdo ("Pago Individual de la Clase") basado en el número de Semanas Laborales que trabajaron para el Demandado durante el Periodo de la Clase. Los Pagos Individuales de la Clase de los Miembros Participantes se calcularon (a) dividiendo el Importe Neto del Acuerdo por el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase durante el Periodo de la Clase y (b) multiplicando el resultado por el número individual de Semanas Laborales de cada Miembro Participante de la Clase durante el Periodo de la Clase.

Los Empleados Agraviados tienen derecho a recibir un pago en virtud del Acuerdo ("Pago PAGA Individual") basado en el número de períodos de pago que trabajaron para el Demandado durante el Período PAGA. Los Pagos PAGA Individuales de los Empleados Agraviados se calcularon (a) dividiendo $2,500.00 (la cantidad asignada al Acuerdo de reclamaciones bajo PAGA que es distribuible a los Empleados Agraviados) entre el número total de períodos de pago trabajados por los Empleados Agraviados durante el Período PAGA y (b) multiplicando el resultado por el número individual de períodos de pago trabajados por cada Empleado Agraviado durante el Período PAGA.

Cada Pago Individual de la Clase se asignará en un 5% a salarios (que se declararán en un formulario W2 del IRS y estarán sujetos a reducción por impuestos sobre la nómina del empleado) y en un 95% a sanciones e intereses (que se declararán en un formulario 1099 del IRS). Cada Pago PAGA Individual se asignará en un 100% a sanciones (que se informarán en un Formulario 1099 del IRS). Aunque la Demandante y el Demandado han acordado estas asignaciones, ninguna de las partes le está dando ningún consejo sobre si sus Pagos están sujetos a impuestos o cuánto podría deber en impuestos. Usted es responsable de pagar todos los impuestos (incluidas las multas y los intereses sobre impuestos atrasados) sobre cualquier Pago recibido del Acuerdo propuesto. Debe consultar a un asesor fiscal si tiene alguna duda sobre las consecuencias fiscales del Acuerdo propuesto.

Si el Tribunal concede la aprobación definitiva del Acuerdo, los Pagos Individuales de la Clase y los Pagos PAGA Individuales se enviarán por correo a los Miembros Participantes de la Clase y a los Empleados Agraviados a la dirección que conste en los archivos del Administrador del Acuerdo. Si la dirección a la que se envió esta Notificación no es correcta, o si se muda después de recibir esta Notificación, debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo antes posible para garantizar la recepción del pago al que pueda tener derecho.

B. Sus Semanas Laborales y Periodos de Pago

Según los registros de nóminas del Demandado, usted trabajó «Total_Weeks» Semanas Laborales durante el Periodo de la Demanda Colectiva y «PAGA_Pay_Periods» periodos de pago durante el Periodo PAGA.

Si desea impugnar las Semanas Laborales o periodos de pago que se le han acreditado, puede presentar dicha impugnación por escrito al Administrador del Acuerdo antes del 21 de enero de 2025. Para hacerlo, debe presentar un escrito al Administrador del Acuerdo que contenga, como mínimo: (a) su nombre completo, dirección y firma; (b) el nombre y número del caso de la Demanda Colectiva (*Yolundria Rooks c. Hot Cakes Restaurant Group, Inc. dba Denny's*, Caso del Tribunal Superior del Condado de San Joaquin No. STK-CV-UOE-2022-11056); (c) una declaración clara que indique que usted disputa el número de Semanas Laborales y/o Períodos de Pago que se le acreditaron; y (d) cualquier documentación que respalde su creencia de que se le debería acreditar un número diferente de Semanas Laborales y/o Períodos de Pago. La información de contacto del administrador del Acuerdo figura en la sección 5 de este aviso.

C. Su Pago Individual de la Clase y Pago PAGA Individual estimados

Basándose en los registros del Demandado y en las suposiciones actuales de las Partes, **se estima que su Pago Individual de la Clase será de «ESA_Before_Paga» (menos la retención de la nómina) y que su Pago PAGA Individual será de «PAGA_Amount».** La cantidad real que usted pueda recibir probablemente será diferente y dependerá de varios factores. (Si no se indica ninguna cantidad para su Pago PAGA Individual, entonces según los registros del Demandado usted no tiene derecho a un Pago PAGA Individual porque no trabajó durante el Periodo PAGA). Su Pago PAGA Individual no está sujeto a retenciones y sólo se distribuirá si el Tribunal aprueba el Acuerdo y después de que éste entre en vigor.

El proceso de aprobación del Acuerdo puede llevar varios meses. Su Pago Individual de la Clase y su Pago PAGA Individual reflejados en esta Notificación son sólo una estimación. Su Pago Individual de la Clase y su Pago PAGA Individual reales pueden ser superiores o inferiores.

En el anverso de cada cheque emitido para Pagos Individuales de la Clase y Pagos PAGA Individuales figurará la fecha de caducidad del cheque (la fecha de nulidad). Si no lo cobra antes de la fecha de caducidad, su cheque se anulará automáticamente y perderá el dinero de forma irrevocable, ya que se pagará a una organización o fundación sin ánimo de lucro ("Cy Pres"), Valley Children's Hospital.

D. Reclamaciones Exoneradas

"Fecha de Entrada en Vigor" significa la fecha en la que han ocurrido las dos cosas siguientes: (a) el Tribunal dicta una Sentencia Definitiva aprobando el Acuerdo; y (b) la Sentencia es firme. La Sentencia será definitiva en el último de los siguientes casos (a) si ningún Miembro Participante de la Clase se opone al Acuerdo, el día en que el Tribunal dicte la Sentencia; (b) si uno o más Miembros Participantes de la Clase se oponen al Acuerdo, el día posterior a la fecha límite para presentar una notificación de apelación de la Sentencia; o si se presenta una apelación oportuna de la Sentencia, el día posterior a que el tribunal de apelación confirme la Sentencia y emita un remittitur.

A partir de la Fecha de entrada en vigor, se considerará que usted, y por efecto de la Sentencia, ha liberado, renunciado y exonerado plena, definitiva y para siempre al Demandado y a las Partes Exoneradas de todas y cada una de las Reclamaciones Exoneradas. "Partes Exoneradas" significa el Demandado y cada uno de sus antiguos y actuales agentes, empleados, representantes, administradores, directores, funcionarios, accionistas, propietarios, abogados, aseguradores, predecesores, sucesores, cesionarios, contadores, síndicos, asesores, consultores, socios, sociedades, matrices, divisiones, subsidiarias, afiliadas, herederos, socios de empresas conjuntas, fideicomisarios, inversionistas, fiduciarios, franquiciados o franquiciantes y corporaciones controladas en común.

Todos los Miembros Participantes de la Clase, en su propio nombre y en el de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores, cesionarios, asignatarios, legatarios, fideicomisarios o cualquier otra entidad en la que puedan tener un interés, liberan al Demandado y a las Partes Exoneradas de todas las reclamaciones que se alegaron, o que razonablemente podrían haberse alegado, con base en los hechos alegados en la Demanda Colectiva, la Acción PAGA y la Notificación PAGA, incluyendo (1) no proporcionar periodos de comida y primas asociadas; (2) no proporcionar periodos de descanso y las primas asociadas; (3) no proporcionar periodos de recuperación; (4) no pagar los salarios por horas extras; (5) no pagar los salarios mínimos; (6) no pagar los salarios a tiempo; (7) no pagar todos los salarios debidos a los empleados despedidos y renunciantes/penalizaciones por tiempo de espera; (8) falta de mantenimiento de los registros exigidos; (9) falta de presentación de declaraciones salariales desglosadas y precisas; (10) falta de indemnización a los empleados por los gastos necesarios incurridos en el desempeño de sus funciones; y (11) violación de la ley de competencia desleal de California en virtud del Código de Negocios y Profesiones, Sección 17200. Excepto por lo establecido en el descargo de los Empleados Agraviados a continuación, los Miembros Participantes de la Clase no renuncian a ninguna otra reclamación, incluidas las reclamaciones por prestaciones adquiridas, despido improcedente, violación de la Ley de Empleo y Vivienda Justos, seguro de desempleo, incapacidad, seguridad social, indemnización laboral o reclamaciones basadas en hechos ocurridos fuera del Periodo de la Clase.

Además, se considera que todos los Empleados Agraviados, en nombre de sí mismos y de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores, cesionarios, asignatarios, cesionarios, legatarios, fideicomisarios o cualquier otra entidad en la que puedan tener un interés, liberan al Demandado y a las Partes Exoneradas de todas las reclamaciones por sanciones PAGA que se alegaron, o que razonablemente podrían haberse alegado, sobre la base de los hechos afirmados en la Acción PAGA y la Notificación PAGA.

E. Deducciones del Acuerdo bruto aprobadas por el tribunal.

En la Audiencia de Aprobación Definitiva, la Demandante y/o los Abogados de la Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Acuerdo Bruto, cuyos importes serán decididos por el Tribunal en la Audiencia de Aprobación Definitiva:

. Hasta $80,000.00 (33 y 1/3% del Acuerdo Bruto) a los Abogados de la Clase por concepto de honorarios de abogados y hasta $20,000.00 por sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Demanda sin recibir pago alguno.

. Hasta $10,000.00 como Adjudicación del Representante de la Clase por presentar la Demanda, trabajar con el Abogado de la Clase y representar a la Clase. Una Adjudicación de Representante de la Clase será el único dinero que la Demandante recibirá aparte del Pago Individual de la Clase de la Demandante y cualquier Pago PAGA Individual.

. Hasta $8,750.00 al Administrador por servicios de administración del Acuerdo.

. Hasta $10,000.00 por Penalidades PAGA, asignados 75% al Pago PAGA de la LWDA y 25% en Pagos PAGA Individuales a los Empleados Agraviados basados en sus Períodos de Pago PAGA.

Los Miembros Participantes de la Clase tienen derecho a objetar cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

3. Opciones y derechos como Miembro de la clase

El Tribunal ya ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado esta Notificación. El Tribunal aún no ha emitido la aprobación definitiva. Sus derechos legales se verán afectados tanto si actúa como si no. Lea atentamente este Aviso. Se considerará que lo ha leído y comprendido cuidadosamente. En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente el Acuerdo y todas las deducciones del Importe Bruto del Acuerdo detalladas en el mismo. El Tribunal también decidirá si dicta una sentencia que obligue al Demandado a realizar los pagos previstos en el Acuerdo y que obligue a los Miembros de la Clase y a los Empleados Agraviados a renunciar a sus derechos a hacer valer determinadas reclamaciones contra el Demandado.

Si trabajó para el Demandado durante el Periodo de la Demanda Colectiva y/o el Periodo PAGA, tiene tres opciones en virtud del Acuerdo:

(1) **No tiene que hacer nada**. No tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de la Clase y/o un Pago PAGA Individual. Se le emitirá automáticamente su Pago Individual de la Clase y su Pago PAGA Individual, en su caso, a menos que decida excluirse del Acuerdo. A menos que decida excluirse del Acuerdo, quedará obligado por los términos del Acuerdo y por cualquier sentencia que pueda dictar el Tribunal en base al mismo, y se considerará que ha exonerado las Reclamaciones Exoneradas contra las Partes Exoneradas, tal y como se describe en la Sección AID anterior.

(2) **Exclusión voluntaria del Acuerdo Colectivo**. Puede excluirse del Acuerdo Colectivo presentando la Solicitud de Exclusión por escrito o notificándolo de otro modo al Administrador del Acuerdo por escrito. Si opta por excluirse del Acuerdo Colectivo, no recibirá un Pago Individual de la Clase. No obstante, conservará su derecho a reclamar personalmente los salarios del Periodo de la Demanda Colectiva. No puede optar por excluirse de la parte PAGA del Acuerdo propuesto. La Fecha Límite para Optar por la Exclusión es 21 de enero de 2025.

Para excluirse, debe presentar una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una simple declaración de que no desea participar en el Acuerdo. El Administrador del Acuerdo le excluirá basándose en un escrito en el que se comunique su solicitud de ser excluido. Asegúrese de firmar personalmente su solicitud, identifique la Acción como *Yolundria Rooks* *contra Hot Cakes Restaurant Group, Inc. dba Denny's*, Tribunal Superior del condado de San Joaquín Casos Nos.: STK-CV-UOE-2022-11056 y STK-CV-UOE-2023-8840, e incluya sus datos de identificación (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y número de la seguridad social a efectos de verificación). Debe realizar la solicitud usted mismo. Si otra persona realiza la solicitud por usted, ésta no será válida. Deberá enviar al Administrador su solicitud de exclusión antes del 21 de enero de 2025, o no será válida. La sección 5 del aviso contiene la información de contacto del administrador del Acuerdo.

(3) **Objetar al Acuerdo.** Puede objetar a los términos del Acuerdo siempre que no haya presentado una Solicitud de Exclusión. Si desea objetar al Acuerdo, puede presentar una objeción por escrito al Administrador del Acuerdo. Para ello, debe presentar un escrito al Administrador del Acuerdo que contenga, como mínimo: (a) su nombre completo, dirección y firma; (b) el nombre y número del caso de la Demanda Colectiva (*Yolundria Rooks contra Hot Cakes Restaurant Group, Inc. dba Denny's*, Tribunal Superior del Condado de San Joaquín Caso No. STK-CV-UOE-2022-11056); (c) todos los fundamentos jurídicos y fácticos de su objeción al Acuerdo; (d) una declaración sobre si tiene intención de comparecer en la Audiencia de Aprobación Definitiva; y, (e) una declaración sobre si está representado por un abogado y, en caso afirmativo, el nombre, dirección y número de teléfono de su abogado. Si desea objetar al Acuerdo, debe enviar por correo su formulario de objeción u otra documentación al Administrador del Acuerdo a la dirección que figura en la Sección 5 a continuación antes del 21 de enero de 2025. Alternativamente, un Miembro Participante de la Clase puede objetar (o contratar personalmente a un abogado para objetar a su propio costo) asistiendo a la Audiencia de Aprobación Definitiva. Usted (o su abogado) debe estar preparado para comunicar al Tribunal a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Consulte la Sección 4 de este Aviso (inmediatamente a continuación) para obtener información específica sobre la Audiencia de Aprobación Definitiva.

El Demandado no tomará represalias contra usted por ninguna acción que emprenda con respecto al Acuerdo propuesto.

4. Audiencia de Aprobación Definitiva

El Tribunal celebrará una Audiencia de Aprobación Definitiva el 25 de marzo de 2025, a las 9:00 a.m., en el Departamento 11B del Tribunal Superior de San Joaquin, en 180 E Weber Avenue, Stockton, California 95202, para determinar si emitirá la aprobación definitiva del Acuerdo, incluidos, entre otros, si se deben otorgar los honorarios de los abogados y las costas a los Abogados de la Clase, el Pago de Servicios a los Demandantes y los Honorarios de Administración del Acuerdo al Administrador del Acuerdo. La audiencia podrá continuar sin previo aviso a los Miembros de la Clase. No es necesario que comparezca en la Audiencia de Aprobación Definitiva, aunque puede comparecer si lo desea.

5. Información adicional

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo de conciliación, debe revisar el Acuerdo de conciliación detallado y otros documentos que obran en los archivos del Tribunal.

El Acuerdo establece todo lo que el Demandado y la Demandante han prometido hacer en virtud del Acuerdo propuesto. La forma más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web del Administrador del Acuerdo en rooks-v-hot-cakes-restaurant-group.phoenixcases.com. También puede llamar por teléfono o enviar un correo electrónico al Administrador del Acuerdo utilizando la información de contacto que figura a continuación, o consultar el sitio web del Tribunal Superior entrando en (https://cms.sjcourts.org/fullcourtweb/start.do) e introduciendo el número de asunto de la Demanda, tipo CV, año 2022, asunto nº 11056. También puede concertar una cita para revisar personalmente los documentos del tribunal en la Secretaría llamando al (209) 992-5693.

LE ROGAMOS QUE NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN RELATIVA A ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO A TRAVÉS DE LA SIGUIENTE INFORMACIÓN DE CONTACTO:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com

Exhibit B

CASE ASSUMPTIONS	
Class Members	370
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	370
Subtotal Admin Only	**$9,047.30**
TOTAL COSTS	**$8,750.00**
Fixed Fee	

February 25, 2025

Case: Rooks v. Hot Cakes Restaurant Group, Inc.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$100.00	3	$300.00
Programming Database & Setup	$100.00	3	$300.00
Toll Free Setup*	$140.00	1	$140.00
Call Center & Long Distance	$2.00	37	$74.00
NCOA (USPS)	$0.15	370	$55.50
		Total	**$869.50**

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$105.00	3	$315.00
Data Merge & Duplication Scrub	$0.15	370	$55.50
Notice Packet & Opt-Out Form	$0.95	370	$351.50
Postage (up to 1 oz.)	$0.87	370	$321.90
Language Translation	$0.30	3,261	$978.30
		Total	**$2,022.20**

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	3	$165.00
Skip Tracing Undeliverables	$1.00	46	$46.00
Remail Notice Packets	$0.95	30	$28.50
Postage	$0.87	30	$26.10
Programing Undeliverables	$50.00	3	$150.00
		Total	**$415.60**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$100.00	3	$300.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	3	$165.00
Opt-Outs/Deficiency/Dispute Letters	$5.00	0	$0.00
Case Manager	$85.00	3	$255.00
		Total	**$920.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$100.00	3	$300.00
Disbursement Review	$100.00	3	$300.00
Programming Manager	$95.00	2	$190.00
QSF Fees, Bank Account & EIN	$75.00	3	$225.00
Check Run Setup & Printing	$100.00	3	$300.00
Mail Class Checks, W2 and 1099 *	$1.00	370	$370.00
Estimated Postage Checks, W2 and 1099	$0.50	370	$185.00
		Total	**$1,870.00**

* 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	$100.00	3	$300.00
Remail Undeliverable Checks (Postage Included)	$1.50	40	$60.00
Case Associate	$55.00	2	$110.00
Reconcile Uncashed Checks	$85.00	3	$255.00
Conclusion Reports	$115.00	2	$230.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$115.00	1	$115.00
Unchashed Check Notice Postcard (Postage Included)	$1.50	40	$60.00
Uncashed Check QSF Tax Filing	$150.00	3	$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	$1,200.00	1	$1,200.00
		Total	**$2,950.00**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Total:	**$9,047.30**

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
Bradford Smith (SBN 345879)
bradford.smith@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

YOLUNDRIA ROOKS, individually, and on behalf of all others similarly situated
Plaintiff,

v.

HOT CAKES RESTAURANT GROUP, INC. DBA DENNY'S, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. STK-CV-UOE-2022-0011056

CLASS ACTION

[Assigned for all purposes to: Hon. Robert T. Waters, Dept. 11B]

DECLARATION OF JOHN G. YSLAS IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

FINAL APPROVAL HEARING
Date: March 25, 2025
Time: 09:00 a.m.
Dept.: 11B

Complaint Filed: November 30, 2022
Trial date: Not set

I, John G. Yslas, hereby declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC ("WLF"), counsel for Plaintiff Yolundria Rooks ("Plaintiff") in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

3. Plaintiff is represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

4. WLF was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

5. WLF is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in individual, class action, and representative action cases. WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

6. I graduated from the University of California, Santa Barbara with High Honors in 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law School in 1996.

7. Upon graduating from law school in 1996, I worked for a boutique law firm practicing general litigation which included employment law matters. Since 2000 (that is, the last 23 years) my practice has been exclusively focused on labor and employment matters including handling wage and hour class, collective and representative actions (including the California Private Attorneys General Act, or "PAGA"), including in the international law firms of Morgan, Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright

LLP (where I was a partner) and Seyfarth Shaw (where I was a partner and member of the Wage and Hour Practice Group). During my time at these law firms, I was the primary attorney or took a major leading role in defending employers on numerous wage and hour class, collective and representative actions.

8. In late June 2022 I left Seyfarth Shaw and joined my current firm, The Wilshire Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and hour class and representative actions litigating such matters on behalf of plaintiff employees in numerous Superior Courts and District Courts. From matters representing both plaintiffs and defendants, I have successfully mediated the resolution of many wage and hour class, collective, and representative actions. Just since starting to settle cases in late April 2023 I have already successfully mediated matters in which I have been counsel or co-counsel resulting in over $83 million in settlements which are in the process of being finalized, and with numerous upcoming mediations scheduled. In those and numerous other matters, I have managed and assisted with the litigation and settlement of many wage and hour PAGA and class actions. In those actions, I performed similar tasks as those performed in the course of prosecuting this action.

9. I have received numerous awards for my legal work. For example, from 2015 to 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters). have also served on numerous prominent boards and in other leadership positions, including currently serving as Southern California Regional President for the Hispanic National Bar Association and on the board of directors of the Mexican American Bar Foundation. I also previously served on the 5-member Los Angeles Civil Service Commission, which generally oversees the personnel decisions for the City of Angeles.

10. I have also published numerous blogs on labor and employment issues including on wage and hour issues. For example, I published "Headline News: Wal-Mart v. Dukes-Impact on Class Action Litigation" (while a partner with Foley & Lardner LLP) and "Are You Really Protected From Wage-and-Hour Successor Liability in an Asset Purchase" (while a partner with Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a presenter involving the "Employment Law Update" at a National Employment Law Council

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

conference. I currently bill at an hourly rate of $1,000.00.

11. Samantha A. Smith is a Senior Attorney at WLF where her practice is focused on managing wage and hour class action and PAGA settlements. Ms. Smith was admitted to the California Bar in December of 2004, and received a J.D. from University of California, Hastings College of the Law and a B.A. from University of California, Davis. Ms. Smith has dedicated her 20-year career to plaintiffs'-side class action litigation. Her wealth of experience includes successful work on all stages of class action litigation, including class action appeals, class certification motions, and class settlements. See, e.g., *Blue Diamond Growers Product Labeling Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false advertising of Blue Diamond food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050 (Santa Clara Superior Court) (employee data breach*); Overton v. Armour-Eckrich Meats, LLC*, Case No. CIVDS1501325 (San Bernardino County Superior Court) (unpaid wages, meal period and rest break claims, and PAGA violations for nonexempt employees); *DeLeon et al. v. Westlake Services, LLC*, Case No. BC 526750 (Los Angeles County Superior Court) (unpaid overtime, meal period and rest break claims for call center employees); *Sawyer v. Retail Data, LLC*, Case No. 30-2014-00753767-CU-OE-CXC (Orange County Superior Court) (unpaid wage and rest break claims for piece rate workers*); Nguyen v. Pharmerica Corporation et al.*, Case No. 30-2014-00716072-CU-OE-CXC (Orange County Superior Court) (unpaid wages and unreimbursed expenses for pharmacists); *Laumea v. Performance Food Group, Inc.*, Case No. CIVDS1407509 (San Bernardino Superior Court) (unpaid wages, meal and rest break claims for non-exempt employees); *Durroh v. East West Bank*, Case No. BC528860 (Los Angeles Superior Court) (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *Gonzalez et al. v. SFFI Company, Inc. et al.*, Case No. CIVDS1504287 (San Bernardino Superior Court) (unpaid wages, meal period and rest break claims for non-exempt employees). Ms. Smith currently bills at an hourly rate of $850.00.

12. Jeffrey C. Bils is a Senior Attorney at WLF. He graduated from the University of Wisconsin-Madison with a Bachelor of Arts in Journalism and German, and received his Juris Doctor from the University of California, Los Angeles School of Law in 2014. During law school, Mr. Bils was a senior editor on the UCLA Law Review and an articles editor on the entertainment

law review. Mr. Bils served as a judicial extern for the Hon. Consuelo Bland Marshall of the United States District Court for the Central District of California, and for the Hon. Sandra R. Klein of the United States Bankruptcy Court for the Central District of California. He graduated 7th in his graduating class in law school and was admitted to practice law in the State of California the same year. Since graduating from law school, Mr. Bils has focused his legal work primarily on employment matters, including wage and hour class and representative action litigation, and has helped obtain dozens of settlements on behalf of employees, as well as on behalf of employers during his years practicing employment defense. He is a member of the Beverly Hills Bar Association, where he currently serves as a member of the Board of Governors and is a past Chair of the Labor & Employment Law Section Executive Committee. Mr. Bils is also a member of the California Employment Lawyers Association. Mr. Bils currently bills at an hourly rate of $650.00.

13. Aram Boyadjian is an associate attorney at WLF. Mr. Boyadjian graduated from the University of California, Los Angeles with a Bachelor of Arts in Political Science. He received his Juris Doctor from Loyola Law School. During law school, he was a member of the student editorial board for the International and Comparative Law Review. Since being admitted to practice law in California in January 2021, his practice has mainly been focused on wage and hour class action litigation. Mr. Boyadjian currently bills at an hourly rate of $550.00.

14. Andrew Sandoval is an associate attorney at WLF. Mr. Sandoval graduated from Azusa Pacific University with a Bachelor of Arts in Economics. He received his Juris Doctor from Loyola Law School. During law school, he was a Vice-President of La Raza de Loyola. Since being admitted to practice law in California in 2022, his practice has mainly been focused on wage and hour class action litigation. Mr. Sandoval currently bills at an hourly rate of $450.00.

15. Bradford Smith is a Law and Motion Attorney at Wilshire Law Firm. He graduated from the University of California, Irvine with a Bachelor of Arts in History and received his Juris Doctor from Loyola Law School, Los Angeles in 2022. He was admitted to practice law in the State of California in 2022. Before joining Wilshire Law Firm, he worked at a law firm specializing in insurance defense litigation.

///

16. WLF's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions. WLF's hourly rates have been approved by other courts in California. *See*, *e.g.*, *Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County Superior Court Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles Superior Court, Case No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325. The total hours expended on this action are reasonable and in line with comparable cases.

17. WLF has performed significant work and incurred litigation costs in prosecuting this matter with no guarantee of any payment. WLF's current lodestar reflects the efficiencies achieved by attorneys experienced in this field with 116.2 hours of work resulting in $87,705.00 in fees. WLF dedicated significant resources to this case by dividing the tasks required according to skill level. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This amount does not include the time Class Counsel will spend at the final approval hearing and assisting the Settlement Administrator following final approval. The chart below shows the calculation of hours spent by each of WLF's attorneys on this case:

Attorney	**Hours**	**Hourly Rate**	**Total**
John G. Yslas	33.1	$1000.00	$33,100.00
Samantha A. Smith	12	$950.00	$11,400.00
Jeffrey C. Bils	24.2	$850.00	$20,570.00
Aram Boyadjian	15.3	$550.00	$8,415.00

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

Andrew Sandoval	26.6	$450.00	$11,970.00
Bradford Smith	5	$450.00	$2,250.00

18. Here, Class Counsel's lodestar surpasses the requested fee award of $80,000.00, resulting in a negative multiplier. Considered against the risks of continued litigation, and the importance of advocating for employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the Class. Class Counsel's fee request is fair and reasonable and should be approved.

19. In litigation costs, WLF has spent $16,141.01 on items such as filing fees, service fees, mediation fees, and expert fees. True and correct copies of WLF's cost reports in this matter are attached hereto as **Exhibit 1**. All of the costs incurred were reasonable and necessary for the prosecution of this case.

20. Class Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate based on their prior experience litigating these types of cases.

21. To date, the LWDA has not responded to or objected to the Settlement in this matter.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 3, 2025 at Los Angeles, California.

John G. Yslas

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

EXHIBIT 1

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Bill	11/30/2022	53124	Denny's(Rooks).W&H	Valpro Attorney Service...	53124 Denny's(Rooks).W&H New Case Filing	1,718.50	1,718.50
Bill	01/12/2023	54371	Denny's(Rooks).W&H	Valpro Attorney Service...	54371 Denny's(Rooks).W&H File POS	95.00	1,813.50
Bill	05/18/2023	59530	Denny's(Rooks).W&H	Valpro Attorney Service...	59530 Denny's(Rooks).W&H File CMS and Pay J...	300.00	2,113.50
Bill	08/18/2023	63434	Denny's(Rooks).W&H	Valpro Attorney Service...	63434-Denny's(Rooks).W&H-New Case Filing	1,718.50	3,832.00
Bill	02/06/2024	71257	Denny's(Rooks).W&H	Valpro Attorney Service...	71257-Denny's(Rooks).W&H-File CMS	85.00	3,917.00
Bill	02/08/2024	71404	Denny's(Rooks).W&H	Valpro Attorney Service...	71404-Denny's(Rooks).W&H-File POS	95.00	4,012.00
Bill	09/18/2024	81716	Denny's(Rooks).W&H	Valpro Attorney Service...	81716-Denny's(Rooks).W&H-File Notice of Motio...	221.00	4,233.00
Credi...	03/22/2024	22507885	Denny's(Rooks).W&H	One Legal LLC	22507885-CMS-Atty Svc for Court Filing-236136 ...	92.66	4,325.66
Credi...	05/31/2024	23015272	Denny's(Rooks).W&H	One Legal LLC	23015272-CMS-Atty Svc for Court Filing-236136 ...	100.89	4,426.55
Credi...	09/23/2024	23732044	Denny's(Rooks).W&H	One Legal LLC	23732044-236136-Atty Svc for Court Filing-Ntc of ...	185.31	4,611.86
Total 501500 · Court Filing Fees						4,611.86	4,611.86
502500 · Legal Expenses							
Credi...	02/04/2023		Denny's(Rooks).W&H	Department of Industria...	ORD-000209005 Hot Cakes Restaurant Group, In...	75.00	75.00
Bill	02/06/2024	849678723	Denny's(Rooks).W&H	Thomson Reuters - We...	Legal Research-Denny's(Rooks).W&H	108.42	183.42
Total 502500 · Legal Expenses						183.42	183.42
502600 · Meals							
Credi...	08/07/2023		Denny's(Rooks).W&H	Roll Call	JY Team Strategy 236136 Denny's(Rooks).W&H	44.33	44.33
Total 502600 · Meals						44.33	44.33
502700 · Mediation Fees							
Bill	02/06/2024	1086356	Denny's(Rooks).W&H	Howard Broadman Law...	1086356-Denny's(Rooks).W&H-Mediation Fees	7,500.00	7,500.00
Total 502700 · Mediation Fees						7,500.00	7,500.00
503200 · Process Service Fees							
Bill	01/10/2023	54158	Denny's(Rooks).W&H	Valpro Attorney Service...	54158 Denny's(Rooks).W&H Servee: Denny's S&C	109.80	109.80
Total 503200 · Process Service Fees						109.80	109.80
503300 · Professional Fees							
Bill	02/15/2024	9639	Denny's(Rooks).W&H	Berger Consulting Gro...	9639-Denny's(Rooks).W&H-8.8 hrs of work	3,520.00	3,520.00
Total 503300 · Professional Fees						3,520.00	3,520.00
Total 500000 · COS						15,969.41	15,969.41
TOTAL						**15,969.41**	**15,969.41**

Wilshire Law Firm, PLC
Client Costs Detailed Report

02/18/25

Accrual Basis

All Transactions

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
503200 · Process Service Fees							
Bill	02/07/2024	71272	Denny's(Rooks).PAGA	Valpro Attorney Service...	71272-Denny's(Rooks).PAGA Servee: Hot Cakes ...	150.00	150.00
Total 503200 · Process Service Fees						150.00	150.00
Total 500000 · COS						150.00	150.00
TOTAL						**150.00**	**150.00**

Expenses Subtotals - Filtered Exp. Type

As of 2025-02-18 10:57:59 Pacific Standard Time/PST • Generated by Arella Ramirez

Filtered By
Show: All matters
Matter: ID equals a0L5G00000W1JMA
Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

Display Name ↑	Expense Type ↑		Date	Expense: Expense ID	Provider Name	Note	Amount	Reduction Amount	Amount Paid	Amount Due.
Yolundria Rooks - Wage & Hour: 10/19/2022	DTF		4/26/2024	E-3197640		DocuSign envelope	$1.89			$1.89
	Subtotal	Sum					$1.89	$0.00	$0.00	$1.89
		Count	1							
	E108 — Postage		10/26/2022	E-1939556			$6.57			$6.57
			10/26/2022	E-1939542			$6.57			$6.57
			10/26/2022	E-1939540			$6.57			$6.57
	Subtotal	Sum					$19.71	$0.00	$0.00	$19.71
		Count	3							
Subtotal		Sum					$21.60	$0.00	$0.00	$21.60
		Count	4							
Total		Sum					$21.60	$0.00	$0.00	$21.60
		Count	4							