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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

AVEON GOOSBY and AMERICO PENA, as private attorneys general,

Plaintiff,

vs.

PANDA RESTAURANT GROUP, INC., a California corporation; PANDA EXPRESS, INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 23STCV15228

[Hon. Timothy Patrick Dillon, Department 15]

**DECLARATION OF SIMON L. YANG IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT**

| | |
|---|---|
| Date: | August 19, 2026 |
| Time: | 9:00 a.m. |
| Department: | 15 |
| Complaint Filed: | June 29, 2023 |
| FAC Filed: | December 28, 2023 |
| SAC Filed: | June 3, 2024 |
| TAC Filed: | June 2, 2026 |

I, Simon L. Yang, declare as follows:

1. I am an attorney admitted to practice in the State of California and, with the law firm Diversity Law Group, P.C., am counsel of record for Plaintiffs Aveon Goosby and Americo Pena. I make this declaration on the basis of my own personal knowledge, except as to those matters stated on information and belief and, as to those matters, I believe them to be true. If called as a witness, I could testify competently as to the facts stated in this declaration.

2. On June 29, 2023, Plaintiff Goosby filed the original class and PAGA complaint in this matter. On December 28, 2023, Plaintiff Goosby filed a first amended complaint, and on June 3, 2024, Plaintiff Goosby filed a second amended complaint. On June 24, 2024, Plaintiff Pena filed the original class and PAGA complaint in a separate matter, Los Angeles Superior Court Case No. 24STCV15775.

3. During the litigation, Defendants asserted numerous defenses to the claims and filed a motion to strike the complaint in this matter, a demurrer, and a motion for judgment on the pleadings. Ultimately, class action claims were dismissed in this matter without prejudice. The Parties continued litigating the claims and met and conferred about both Plaintiff Goosby and Plaintiff Pena's claims and Defendants' defenses, from those based on an arbitration agreement and class action waiver to those based on a purported lack of standing for PAGA claims, among numerous others.

4. As the Parties continued to meet and confer about Plaintiffs' allegations and claims and Defendants' defenses, the Parties exchanged information and documents that Plaintiffs contended supported the claims and that Defendants contended supported their defenses. Plaintiffs' counsel continued investigating the alleged claims and also analyzed any defenses raised by Defendants. The Parties engaged in formal written discovery, and eventually, the Parties agreed to schedule a mediation to explore the possibility of an informal resolution of all pending claims.

5. Plaintiffs requested (and Defendants provided) additional informal discovery to enable the Parties to explore the possibility of an informal resolution. For example, Defendants provided the relevant numbers of pay periods in which alleged Labor Code violations occurred, among other things—enabling Plaintiffs to assess the full value of the PAGA claims. Defendants' willingness to produce this information enabled Plaintiffs to evaluate the full scope of Defendants' potential liability. The Parties

also exchanged voluminous mediation briefs to ensure both sides were fully apprised of all potential arguments to be made against their claims or defenses.

6. On January 21, 2026, the Parties attended a mediation with Daniel J. Turner, an experienced mediator knowledgeable of both the wage and hour laws and PAGA claims at issue. With the mediator's assistance and based on a mediator's proposal, the Parties were able to agree to settlement terms, which were negotiated in light of all known facts and circumstances including the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. The settlement terms are memorialized in the PAGA Settlement Agreement (the "Agreement"), a true and correct copy of which is attached as **Exhibit 1**. Pursuant to the Agreement, on June 2, 2026, the Parties filed a stipulation for leave to file a third amended complaint in this matter that seeks to add in this matter Plaintiff Pena and PAGA allegations from Plaintiff Pena's previously filed matter.

7. Through the litigation, Plaintiffs discovered that the alleged Labor Code violations affected approximately 24,801 employees in about 63,360 relevant pay periods from May 18, 2022, through April 6, 2026. Plaintiffs argue that Defendants' alleged Labor Code violations implicate up to $100 in penalties per pay period for approximately 63,360 relevant pay periods that Plaintiffs contend had Labor Code violations. Plaintiffs thus argue that the potential penalty recovery following litigation amounts to $6,336,00.00. The Agreement requires Defendants to pay $1,175,000.00—or approximately 18.54% of Defendants' potential penalty exposure and is an excellent result for the State.

8. Defendants contested the merits and denied they were liable at all. For example, Defendants argued that the Section 1391 claims failed because neither Plaintiff Goosby nor Plaintiff Pena timely filed such claims. Defendants also argued that Plaintiffs were not actually aggrieved. Likewise, Defendants said that the reporting time pay claims failed due to Defendants' voluntary time off practice, among myriad other arguments. Moreover, even if Plaintiffs prevailed on the merits, Defendants contested the extent of liability. Specifically, Defendants contended that PAGA penalties would be subject to discretionary reductions.

9. While the Parties disagree on the application of the law to the facts, each Party recognized in negotiations that, if taken to trial, the other Party would at least have reasonable arguments, such that the settlement amount to which the Parties eventually agreed was reasonable.

10. Although I am confident that litigation of the claims would result in a classwide judgment against Defendants, I recognize the inherent risks in litigation, including the specific risks that the applicable law could change, that liability could not be established at trial, or that penalties awarded after trial would be reduced. I believe the settlement for the State is fair, reasonable, and adequate, given the inherent risks of litigation, as well as the potential for appeals and the costs of pursuing litigation. The settlement is the result of extensive arm's length negotiations between the Parties and their counsel.

11. Because Plaintiff's Counsel seeks attorneys' fees of $391,666.67 only and seeks reimbursement of $15,222.75 in costs only (and the Administration Costs are $53,500.00 and the requested PAGA Representative Service Awards total $20,000.00), it is expected that the PAGA Penalty Fund will be $694,610.58. It is expected that the LWDA would receive $451,496.88 as its share of PAGA Penalties and employees would receive $243,113.70 as their share of PAGA Penalties.

12. I am one of the primary attorneys on this matter. My qualifications are as follows: After completing my undergraduate education at The Wharton School at the University of Pennsylvania in 2004 with concentrations in Management and Human Resources, I continued studying labor and employment issues by enrolling in post-graduate education at the School of Labor and Employment Relations at the University of Illinois. I determined before enrolling in law school that I wanted to practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

13. Upon graduating from law school in 2008, I practiced labor and employment law at Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My practice focused on wage and hour class, collective, and representative actions, with a particular emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 ("PAGA"). During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class, collective, and representative actions that resulted in published opinions, including for example, *Ehret v. WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of not more than six hours), and *Ruelas v. Costco Wholesale Corp.*, 67 F. Supp. 3d 1137 (C.D. Cal. Sept. 8,

2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was also able to obtain experience litigating representative claims or wage and hour matters through trial and appeal. *E.g., Velazquez v. Costco Wholesale Corp.*, 603 Fed. App'x 584 (9th Cir. Mar. 25, 2015) (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to pay wages); *Ward v. Costco Wholesale Corp.*, 552 Fed. App'x 631 (9th Cir. Jan. 9, 2014) (affirming bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in collective action with involving deductions from final paychecks). I also litigated class certification on numerous matters. *E.g., Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326 (obtaining denial of class certification on behalf of retail employees alleging bag check claims).

14. Based on my experience in wage and hour class, collective, and representative actions, I have been interviewed and quoted in articles published in the Northern California Record about legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and hour class and representative action litigation, including for example articles on California kin care requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break laws in *California Transportation News*, a publication of the California Construction Trucking Association.

15. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C., which also focuses on employment law. I have handled a number of wage and hour class and representative actions and continue litigating such matters in numerous Superior Courts and District Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have obtained class certification, and no court has ever found me to be inadequate class counsel.

16. I have incurred a total of 175.2 hours to date in litigating this matter. Attached as **Exhibit 2** is a summary of my hours and tasks on this matter. I also anticipate spending at least 6.5 additional hours in connection with attending the approval hearing, obtaining approval of the settlement, and responding to correspondence and phone calls from the administrator, defense counsel, or aggrieved employees.

17. My current billing rate is $800 per hour, which is less than my billing rate would have been had I remained at my prior firm. In January of 2019, clients were billed and paid my rate of $630 per hour. In January of 2020, clients were billed and paid my rate of $670 per hour. Had I remained at my prior firm, I am informed and believe that my billing rate would have increased in January of 2021 to at least $710 per hour, in January of 2022 to at least $750 per hour, and in January of 2023 to approximately $800 per hour. Numerous courts have approved an hourly billing rate of $750 for my work, and I have been approved for an hourly billing rate of $800 for my work in Alameda county and Santa Clara county.

18. The total lodestar for my hours will be approximately $145,360.00 based on an hourly rate of $800.00 per hour for 181.7 total hours.

19. Along with the filing of the motion for approval of the settlement in this matter, a copy of the motion papers have also been uploaded to the Labor and Workforce Development Agency (“LWDA”) in compliance with Section 2699(s)(2) and (4). Attached as **Exhibit 3** is a copy of the LWDA confirmation. Similarly, upon approval of a settlement in this matter, my regular practice would be to direct my office staff to upload a copy of the Court’s judgment, papers, or other orders awarding civil penalties under PAGA.

20. Plaintiffs have signed a fee-split agreement with their counsel for purposes of sharing any fees awarded by this Court. The fee-split is as follows: 66⅔% to Diversity Law Group, P.C. and 33⅓% to D. Law, Inc.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 10th day of June 2026, at Pasadena, California.

Simon L. Yang

EXHIBIT 1

# PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Aveon Goosby ("Goosby") and Americo Pena ("Pena", or collectively, "Plaintiffs") and defendants Panda Restaurant Group, Inc., and Panda Express, Inc. ("Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

## 1. DEFINITIONS

1.1 "Actions" means:

1.1.1 Goosby's PAGA lawsuit alleging wage and hour violations against Defendants captioned Aveon Goosby v. Panda Restaurant Group, Inc. et al., Los Angeles Superior Court Case No. 23STCV15228 initiated on June 29, 2023, and pending in the Court ("Goosby Action");

1.1.2 Pena's Class and PAGA lawsuit alleging wage and hour violations against Defendants captioned Americo Pena v. Panda Restaurant Group, Inc. et al., Los Angeles Superior Court Case No. 24STCV15775 initiated on June 24, 2024 and pending in the Court ("Pena Action").

1.2 "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means any current and former non-exempt employee that worked for Defendants in the State of California and worked one or more Potential Reporting Time Violation Shift during the Reporting Time PAGA Period and/or one or more Potential 1391 Violation Shift during the 1391 PAGA Period. As of March 25, 2026, the Parties estimate that there will be approximately 24,801 Aggrieved Employees.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

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

1.7 "Approval Order" means the Court's order granting approval of the Settlement.

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

1.9 "Defense Counsel" means Mark D. Kemple and Matthew J. Weber of Greenberg Traurig, LLP.

1.10 "Effective Date" means the later of: (i) the sixty fifth (65th) day after both the Court enters a Judgment on its Order Granting Approval of the Settlement, provided no appeal has been initiated and no motion to vacate, motion to intervene, motion to reconsider, or other challenge to Settlement approval has been filed; or (ii) if such an appeal or motion to vacate, motion to intervene, motion to reconsider, or other challenge to Settlement approval, fifteen (15) business days after final resolution of that appeal or motion (including any requests for rehearing or appeals, including petitions for certiorari), resulting in final judicial approval of the Settlement.

1.11 "Gross Settlement Amount" means One Million One Hundred Seventy-Five Thousand Dollars and Zero Cents ($1,175,000.00) which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancements, and the Administration Expenses Payment.

1.12 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties Fund calculated according to the number of PAGA Pay Periods worked.

1.13 "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.14 "LWDA" means the California Labor and Workforce Development Agency.

1.15 "LWDA PAGA Payment" means the 65% of the PAGA Penalties Fund paid to the LWDA under Labor Code section 2699, subdivision (i).

1.16 "PAGA Penalties Fund" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancements, and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17 "PAGA Counsel" means Simon L. Yang of Diversity Law Group, P.C., the attorneys representing the Plaintiffs in the Actions.

1.18 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Actions.

1.19 "PAGA Pay Period" means any pay periods with Potential 1391 Violation Shift(s) worked during the 1391 PAGA Period and/or pay periods with Potential Reporting Time Violation Shift(s) worked during the Reporting Time PAGA Period.

1.20 "1391 PAGA Period" means May 18, 2022 through April 6, 2026.

1.21 "Potential 1391 Violation Shift" means any shift worked by a minor that is either: (1) longer than four hours on a School Day; or (2) beyond 10:00 p.m. on a day preceding a School Day.

1.22 "Potential Reporting Time Violation Shift(s)" means any shift where an employee worked less than half of his/her average shift length in that calendar year.

1.23 "Reporting Time PAGA Period" means July 1, 2024 through April 6, 2026.

1.24 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.25 "PAGA Notices" means Goosby's May 18, 2023 letter to Defendants and the LWDA, and Pena's June 20, 2024 letter to Defendants and the LWDA, both LWDA Case No. LWDA-CM-955923-23, submitted to the LWDA pursuant to Labor Code section 2699.3, subdivision (a).

1.26 "Plaintiffs" means Aveon Goosby and Americo Pena, the named plaintiffs in the Goosby Action and Pena Action, respectively.

1.27 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.28 "Released Parties" means Defendants Panda Restaurant Group, Inc., and Panda Express, Inc., and each of their respective, regardless of whether direct or indirect, former and present parent companies, subsidiaries, divisions, related entities, affiliates, joint venturers, owners, officers, directors, shareholders, members, employees, associates, partners, attorneys, insurers, agents, predecessors, successors, and assigns, including but not limited to Panda Express, LLC; and Panda Express (P.R.), Inc.

1.29 "School Day" means a weekday between the following dates: May 18, 2022 – June 10, 2022; August 15, 2022 – June 10, 2023; August 14, 2023 – June 6, 2024; August 12, 2024 – June 10, 2025; August 18, 2025 – April 6, 2026, except for any of the following holidays/day's off: May 30, 2022; September 5, 2022; November 11, 2022; November 21-25, 2022; December 19, 2022 – January 6, 2023; January 16, 2023; February 20, 2023; March 31, 2023; April 3-7, 2023; May 29, 2023; September 4, 2023; November 10, 2023; December 16, 2023 – January 7, 2024; January 15, 2024, February 19, 2024, March 25-April 1, 2024; May 27, 2024; September 2, 2024; October 3, 2024; November 11; 2024; November 25-29, 2024; December 23, 2024-January 3, 2025; January 20, 2025; February 17, 2025; March 31, 2025; April 14-18, 2025; May 26, 2025; September 1, 2025; October 2, 2025; November 11, 2025; November 27-28, 2025; December 22, 2025 – January 9, 2026; January 19, 2026; February 16, 2026; March 27, 2026; March 30-April 3, 2026.

1.30 "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.31 "Defendants" means named Defendant Panda Restaurant Group, Inc., and Panda Express, Inc.

## 2. RECITALS

2.1 On June 29, 2023, Goosby commenced the Goosby Action by filing a complaint alleging causes of action against Defendants for (1) Whistleblower Retaliation; (2) Wrongful Termination; (3) Intentional Infliction of Emotional Distress; (4) Unfair or Unlawful Business Practices; and (5) Violations of the California Labor Code (PAGA). On December 28, 2023, Goosby filed a First Amended Complaint alleging causes of action against Defendants for (1) Unfair or Unlawful Business Practices; and (2) Violations of the California Labor Code (PAGA). On June 3, 2024, Goosby filed a Second Amended Complaint alleging a cause of action against Defendants for Violations of the California Labor Code (PAGA). The Second Amended Complaint is the operative complaint in the Goosby Action (the "Goosby Operative Complaint"). Defendants deny the allegations in the Goosby Operative Complaint, deny any failure to comply with the laws identified in in the Goosby Operative Complaint and deny any and all liability for the causes of action alleged.

2.2 On June 24, 2024, Pena commenced the Pena Action by filing a complaint alleging causes of action against Defendants for (1) Unpaid Wages; (2) Inaccurate Itemized Wage Statements; (3) Unfair or Unlawful Business Practices; and (4) Violations of the California Labor Code (PAGA). The Complaint is the operative complaint in the Pena Action (the "Pena Operative Complaint"). Defendants deny the allegations in the Pena Operative Complaint, deny any failure to comply with the laws identified in in the Pena Operative Complaint and deny any and all liability for the causes of action alleged.

2.3 On January 21, 2026, the Parties participated in an all-day mediation presided over by Daniel J. Turner, which led to the Agreement.

2.4 Before mediation, Plaintiffs obtained, through informal discovery: data related to putative class members and allegedly aggrieved employees, and related to Plaintiff's allegations, including related potential violations of Labor Code section 1391 and instances of potential reporting time pay owing shifts. Additionally, the Parties exchanged mediation briefs totaling more than 100 pages.

2.5 The Parties, PAGA Counsel and Defense Counsel represent they are not aware of any other pending matter or action, other than the Goosby and Pena Actions, asserting claims that will be extinguished or affected by the Settlement.

## 3. MONETARY TERMS

3.1 Gross Settlement Amount. Defendants promise to pay One Million One Hundred Seventy-Five Thousand Dollars and Zero Cents ($1,175,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which is currently estimated to be Four Hundred Eleven Thousand Two Hundred and Fifty and Zero Cents ($411,250.00), and PAGA Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars ($30,000.00). Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will seek Court approval of a PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Actions. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the PAGA Penalties Fund. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To Goosby and Pena: A PAGA Representative Enhancement payment to Goosby and Pena not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) each, in addition to any Individual PAGA Payment each is entitled to receive as an Aggrieved Employee. Defendants will not oppose Plaintiffs' request for a PAGA Representative Enhancement that does not exceed this amount. If the Court approves a PAGA Representative Enhancement less than the amount requested, the Administrator will retain the remainder in the PAGA Penalties Fund. The Administrator will report the General Release Fee using IRS Form 1099. Plaintiffs assume full and sole responsibility and liability for any and all taxes owed on the General Release Fee.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $53,500.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $53,500.00, the Administrator will retain the remainder in the PAGA Penalties Fund.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of 65% of the PAGA Penalties Fund allocated to the LWDA PAGA Payment and 35% of the PAGA Penalties Fund allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the PAGA Penalties Fund by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the PAGA Penalties Fund. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

## 4. SETTLEMENT FUNDING AND PAYMENTS

4.1 PAGA Pay Periods. Defendants estimate that Aggrieved Employees worked approximately 63,360 PAGA Pay Periods. In the event the PAGA Pay Periods worked by Aggrieved Employees increase by more than 10% (i.e., an increase of more than 6,336 pay periods, or more than 69,696 total pay periods), Defendants shall have the option to either: (i) increase the GSA on a pro-rata basis equal to the percentage increase in the number of PAGA Pay Periods worked by the Aggrieved Employees above 10% (for example, if the number of PAGA Pay Periods increases by 11%, the GSA will increase by 1%) or (ii) shorten the release period to an earlier date at which the number of PAGA Pay Periods does not exceed 69,696 pay periods.

4.2 Aggrieved Employee Data. Within 10 days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 10 days after the Effective Date, unless that date falls on a weekend or holiday, in which case Defendants shall fully fund the Gross Settlement Amount on the next business day.

4.4 Payments from the Gross Settlement Amount. Within seven days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual

PAGA Payments.

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

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

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

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

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

5.1 Pena's Release. Pena and Pena's respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Goosby and Pena Operative Complaints and the PAGA Notices ("Pena's Release"). Pena's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Pena acknowledges that Pena may discover facts or law different from, or in addition to, the facts or law that Pena now knows or believes to be true but agrees, nonetheless, that Pena's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Pena's discovery of them.

5.2 Pena's Waiver of Rights Under Civil Code Section 1542. For purposes of Pena's

Release, Pena expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

5.3 Goosby's Release. Goosby and Goosby's respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Goosby and Pena Operative Complaints and the PAGA Notices ("Goosby's Release"). Goosby's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Goosby acknowledges that Goosby may discover facts or law different from, or in addition to, the facts or law that Goosby now knows or believes to be true but agrees, nonetheless, that Goosby's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Goosby discovery of them.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

5.5 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from: (1) all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Goosby Operative Complaint and/or PAGA Notice that are alleged to have occurred during the 1391 PAGA Period; and (2) all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Pena Operative Complaint and/or PAGA Notice that are alleged to have occurred during the Reporting Time PAGA Period.

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

6.1 Amended Complaint. The Parties agree to stipulate to the filing of an amended complaint in the Goosby Action that includes all parties, theories, and PAGA causes of action alleged in the Pena Action.

6.2 Plaintiffs' and PAGA Counsel Responsibilities. Plaintiffs and PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including: (i) a draft Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 45 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.4 Proposed Judgment. The Parties will file with the Motion for Settlement Approval the Proposed Judgment found at Exhibit A which will be the Judgment on this Settlement.

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

## 7. SETTLEMENT ADMINISTRATION

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment,

7.2 Phoenix Settlement Administrators 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 Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.5 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

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

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement and the Proposed Order attached hereto as Exhibit A, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the PAGA Penalties Fund.

**9. ADDITIONAL PROVISIONS**

9.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

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

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

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

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

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

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

9.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

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

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

**To Plaintiff:**

Simon L. Yang
sly@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

**To Defendants:**

Mark D. Kemple
kemplem@gtlaw.com
Matthew J. Weber
webermat@gtlaw.com
GREENBERG TRAURIG, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067-2121
Telephone: (310) 586-7700
Facsimile: (310) 586-7800

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

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

**Plaintiff Aveon Goosby**

DocuSigned by:

AG

FAB17FFA6F41454...

Dated: 05/15, 2026

Signature

**Plaintiff Americo Pena**

Dated: _________, 2026

Signature

**Defendant Panda Restaurant Group, Inc.**

Dated: _________, 2026

Signature

Name

Its:

Position

**Defendant Panda Express Inc.**

Dated: _________, 2026

Signature

Name

Its:

Position

Approved as to form:

**Counsel for Plaintiffs Goosby and Pena**

Dated: May 15, 2026

Simon L. Yang

**Counsel for Panda Defendants**

Dated: _________, 2026

Mark D. Kemple

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

**Plaintiff Aveon Goosby**

Dated: _________, 2026

_______________________________
Signature

**Plaintiff Americo Pena**

Dated: 05/15, 2026

DocuSigned by:
CD69418855C044E...
_______________________________
Signature

**Defendant Panda Restaurant Group, Inc.**

Dated: _________, 2026

_______________________________
Signature

_______________________________
Name

Its: _______________________________
Position

**Defendant Panda Express Inc.**

Dated: _________, 2026

_______________________________
Signature

_______________________________
Name

Its: _______________________________
Position

Approved as to form:

**Counsel for Plaintiffs Goosby and Pena**

Dated: May 15, 2026

_______________________________
Simon L. Yang

**Counsel for Panda Defendants**

Dated: _________, 2026

_______________________________
Mark D. Kemple

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**Plaintiff Aveon Goosby**

Dated: __________, 2026

Signature

**Plaintiff Americo Pena**

Dated: __________, 2026

Signature

**Defendant Panda Restaurant Group, Inc.**

Dated: June 10, 2026, 2026

DocuSigned by:
Monte Baier
3D6DC5ADF1F34CC...

Signature

Monte Baier

Name

Its: General Counsel

Position

**Defendant Panda Express Inc.**

Dated: June 10, 2026, 2026

DocuSigned by:
Monte Baier
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Signature

Monte Baier

Name

Its: General Counsel

Position

Approved as to form:

**Counsel for Plaintiffs Goosby and Pena**

Dated: __________, 2026

Simon L. Yang

**Counsel for Panda Defendants**

Dated: __________, 2026

Mark D. Kemple

# Exhibit A

# [Proposed] Judgment

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
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Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

D. LAW, INC.
Emil Davtyan (State Bar No. 299363)
emil@d.law
250 N. Madison Ave.
Pasadena, California 91101
Telephone: (818) 875-2008
Facsimile: (818) 722-3974

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

AVEON GOOSBY and AMERICO PENA, as private attorneys general,

Plaintiff,

vs.

PANDA RESTAURANT GROUP, INC., a California corporation; PANDA EXPRESS, INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 23STCV15228

[Hon. Timothy Patrick Dillon, Department 15]

**[PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF PAGA SETTLEMENT AND FINAL JUDGMENT**

| | |
|---|---|
| Date: | August 19, 2026 |
| Time: | 9:00 a.m. |
| Department: | 15 |

| | |
|---|---|
| Complaint Filed: | June 29, 2023 |
| FAC Filed: | December 28, 2023 |
| SAC Filed: | June 3, 2024 |
| TAC Filed: | June 2, 2026 |

The motion for an Order Granting Approval of PAGA Settlement was filed by Plaintiffs Aveon Goosby and Americo Pena on June 10, 2026, and a hearing was held before this Court on August 19, 2026.

After considering the papers and evidence, arguments of counsel, and all other matters presented to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The motion for approval of the Labor Code Private Attorneys General Act of 2004 ("PAGA") settlement is granted. Plaintiffs have fairly and adequately protected the interests of the State, and Plaintiffs' Counsel are qualified to serve as counsel for the Plaintiffs in their representative capacities. The PAGA Settlement Agreement (the "Agreement") submitted by the Parties appears to be fair, adequate, and reasonable in light of PAGA's policies and in furtherance of PAGA's purposes.

2. The Parties are hereby ordered to carry out the terms of the Agreement.

3. Within 10 days after the Effective Date as defined in the Agreement, Defendants Panda Restaurant Group, Inc., and Panda Express, Inc. are hereby ordered to deposit the $1,175,000.00 Gross Settlement Amount with Phoenix Settlement Administrators (the "Administrator").

4. Within seven days after receipt of the Gross Settlement Amount, the Administrator shall distribute the Settlement Amount as follows:

- $391,666.67 as Attorneys' Fees to Plaintiff's Counsel;
- $15,222.75 as Costs to Plaintiff's Counsel;
- $53,500.00 as Administration Costs to the Administrator;
- $10,000.00 as a PAGA Representative Service Award to each Plaintiff;
- $451,496.88 as PAGA Penalties to the Labor and Workforce Development Agency; and
- $243,113.70 as PAGA Penalties to PAGA Settlement Members based on the number of relevant pay periods worked by each PAGA Settlement Member.

5. The Court grants approval of the settlement in accordance with the terms of the Agreement and this Order.

6. The Court hereby enters Final Judgment. Without affecting the finality of the Order and Final Judgment filed herewith, the Court reserves continuing jurisdiction over the Action, Plaintiff, and

Defendant for the purposes of (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) post-Judgment matters as may be appropriate under Court rules or as set forth in the Agreement.

7. Except as otherwise provided in the Agreement, the Parties are to bear their own costs and attorneys' fees.

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

DATED: ___________________, 2026 ____________________________________________

HON. TIMOTHY PATRICK DILLON

EXHIBIT 2

**Time and Task Summary**
**for Goosby et al. v. Panda Restaurant Group, Inc. et al.**
**Simon L. Yang**

| Description of Work | Hours |
|---|---|
| Review plaintiff's wage statements and other documents [Goosby] | 2.8 |
| Draft and revise PAGA notice and complaint; confer with co-counsel on litigation strategy [Goosby] | 5.5 |
| Review court's notice of assignment, local rules, and case management orders [Goosby] | 0.4 |
| Prepare and respond to various correspondence with defendant, co-counsel, and plaintiff [Goosby] | 7.6 |
| Calls with defendant, co-counsel, and plaintiff [Goosby] | 8.2 |
| Draft case management conference statements and joint status reports [Goosby] | 5.8 |
| Draft FAC [Goosby] | 0.7 |
| Review motion to strike and demurrer; research on same; draft opposition; review reply; review tentative ruling; prepare for and attend hearing [Goosby] | 26.6 |
| Draft SAC [Goosby] | 0.4 |
| Draft requests for production of documents [Goosby] | 2.3 |
| Draft special interrogatories [Goosby] | 1.7 |
| Draft PMQ deposition outline [Goosby] | 4.2 |
| Review responses to requests for production of documents [Goosby] | 0.8 |
| Review responses to special interrogatories [Goosby] | 0.4 |
| Draft meet and confer correspondence regarding responses to discovery [Goosby] | 1.6 |
| Review motion for judgment on the pleadings; research on same; draft opposition; review reply; prepare for and attend hearing [Goosby] | 27.4 |
| Review defendant's production of documents and information for mediation | 6.4 |
| Analyze and prepare exposure model for mediation | 4.2 |
| Draft and revise mediation brief | 13.2 |
| Conduct pre-mediation calls with mediator | 1.2 |
| Prepare for and attend mediation | 10.0 |
| Review and revise settlement documents, including memorandum of understanding, PAGA settlement agreement, meet and confer re same | 13.2 |
| Confer with settlement administrators | 1.2 |
| Draft and revise settlement approval documents, including motion, declarations, and proposed order | 13.6 |
| Draft TAC and stipulation for leave to amend | 1.2 |
| Review plaintiff's wage statements and other documents [Pena] | 1.6 |
| Draft and revise PAGA notice and complaint; confer with co-counsel on litigation strategy regarding claims for reporting time pay [Pena] | 2.8 |
| Review court's notice of assignment, local rules, and case management orders [Pena] | 0.2 |
| Prepare and respond to various correspondence with defendant, co-counsel, and plaintiff [Pena] | 2.6 |
| Calls with defendant, co-counsel, and plaintiff [Pena] | 5.2 |
| Draft case management conference statements and joint status reports [Pena] | 2.2 |
| **TOTAL** | **175.2** |

# EXHIBIT 3