

1 **JUSTICE FOR WORKERS, P.C.**

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6 Attorneys for Plaintiff BRANDON PALMER

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 BRANDON PALMER, an individual and on
11 behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 FIXINS SOUL KITCHEN, LOS ANGELES
15 LLC, a California limited liability company;
16 FIXINS SACRAMENTO, LLC, a California
17 limited liability company; SEVEN
18 MANAGEMENT, INC., a California
19 corporation; and DOES 1 through 50,

20 Defendants.
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Case No.: 23STCV23987

[Assigned for All Purposes to:
Hon. Timothy Patrick Dillon, Dept. 15)

CLASS ACTION

**DECLARATION OF BRANDON
PALMER IN SUPPORT OF MOTION
FOR APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

(Filed concurrently with Motion for Final
Approval; Supporting Declarations; and
[Proposed] Judgment and Order)

DATE: April 13, 2026

TIME: 10:00 a.m.

DEPT: 15

Action Filed: October 2, 2023

Trial Date: None Set

1 I, Brandon Palmer, hereby declare as follows:

2 1. I am an individual over the age of 18 year and the named Plaintiff in the above-
3 captioned matter. This declaration is submitted in support of approval of the proposed class action
4 settlement (“Settlement”) reached in this case. I have personal knowledge of the facts contained in
5 this declaration, and if called as a witness, could and would testify as to their accuracy.

6 2. I was employed by Defendants Fixins Soul Kitchen, Los Angeles LLC; Fixins
7 Sacramento, LLC; or Seven Management, Inc. (collectively, “Defendants”) an hourly-paid, non-
8 exempt employee from approximately May 2023 to approximately November 2024 as a busser and
9 runner at their restaurant in Los Angeles, California. During my employment with Defendants, I
10 was subject to Defendants’ wage and hour policies and practices that are at issue in this case.

11 3. Specifically, due to operational needs at the restaurant and lack of coverage, I
12 sometimes was not able to take all of my meal breaks and rest breaks, and I was not paid all
13 premium pay for these break issues. I believed I was not paid the full minimum wage rate when the
14 minimum wage increased to \$16.04 in July 1, 2023, I received an earnings code called Tip Makeup
15 during my employment, and I sometimes worked off the clock without full pay. Additionally, my
16 manager required me and my coworkers download an app called “Homebase” for work-related
17 communications on our personal cellphones. As a result of the foregoing issues, I believe I received
18 inaccurate wage statements and was not paid all wages when my employment with Defendants
19 ended. I believe other non-exempt employees of Defendants were subject to the same policies and
20 procedures discussed above and that my claims against Defendants for unpaid wages and statutory
21 and civil penalties are typical of Class Members’ claims.

22 4. I have been actively involved in this case since I first retained Justice for Workers,
23 P.C. (“JFW”) in August 2023. Without waiving the attorney-client privilege, prior to filing this
24 lawsuit, my attorneys explained my role and responsibilities as a Class Representative, and I
25 understand my responsibilities as a Class Representative. Since retaining my attorneys, I have had
26 many discussions with the attorneys and staff at JFW, discussions regarding Defendants’ wage and
27 hour practices and my claims in this case, litigation strategy, updates on how the case was
28 proceeding, the Settlement, and how I could help the case and potential Class Members. I also

1 gathered and reviewed documents for use in the lawsuit and reviewed relevant documents with my
2 attorneys. I estimate that I have spent at least 20 hours on this case from the time I first spoke with
3 my attorneys regarding this case until the present. I also understand that as part of the Settlement, I
4 have agreed to a general release of claims against Defendants, which is broader than the release of
5 claims agreed to by other Class Members.

6 5. Furthermore, there is no conflict between my interests and the interests of the class
7 that I am seeking to represent. My interests are entirely coextensive with the interests of the Class. I
8 allege that I was injured by the same company-wide policies and practices to which the proposed
9 Class was subjected and seek the same relief. I have already demonstrated my ability to advocate
10 for the interests of the Class by initiating this litigation, undertaking extensive class discovery, and
11 evaluating the proposed settlement to assure that it is fair.

12 6. I understood that at the time I filed this action, as a Class Representative, I owed a
13 duty to the putative class members to faithfully prosecute this action with their best interests at the
14 forefront of every decision. I understood that I could not make any decision in this action for the
15 sole benefit of my personal interest. I understood that in executing this duty, I might have been
16 asked to sacrifice my personal best interests for the benefit of the interests of the putative class
17 members.

18 7. Notably, I was a current employee of Defendants and had been employed for three
19 months when I retained my attorneys for this Action because I believe my coworkers and I were not
20 paid proper minimum wages and were not provided all breaks. I took a significant risk to my
21 employment by prosecuting this action on a class and representative basis. Nevertheless, I
22 knowingly and voluntarily undertook this risk in order to provide the broadest possible relief for my
23 former co-workers for what I perceived to be Defendants' unlawful wage and hour practices. I
24 believe that I faithfully executed the duties of a Class Representative throughout this litigation and
25 will continue to do until this litigation is fully and finally resolved.

26 8. I understand that my attorneys will request that the Court approve a service award
27 of \$10,000 for my efforts on behalf of the Class. I believe this amount is reasonable based on the
28 amount of time and effort I have devoted to this case, the risks I have undertaken as a Class

1 Representative, and my general release of claims, as described above. My support for the Settlement
2 is not contingent on my receiving this service award.

3 9. I do not have any conflict of interest with the proposed Administrator, Phoenix
4 Settlement Administrators.

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

7 Executed on June 23, 2025 at Los Angeles, California.

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9 *Brandon Palmer*

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11 Brandon Palmer
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