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4 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
5 **FOR THE COUNTY OF RIVERSIDE**
6

7 SARAH ROBERTSON and WILLIAM
8 DOUGLAS, on behalf of all those similarly
9 situated to them,

10 Plaintiffs,

11 v.

12 RAISING CANE'S USA, LLC, RAISING
13 CANE'S RESTAURANTS, LLC, and DOES 1
14 THROUGH 100, inclusive,

15 Defendants.

) Case No.: CVRI2306468

)

) **DECLARATION OF REBECCA**

) **PETERSON-FISHER IN SUPPORT OF**

) **MOTION FOR APPROVAL OF PAGA**

) **SETTLEMENT**

)

) **DATE: July 22, 2025**

) **TIME: 8:30 am**

) **DEPT: 1**

)

) Judge: The Hon. Harold Hopp

) Action Filed: 12/1/2023

Trial Date: Unassigned

1 I, Rebecca Peterson-Fisher, declare as follows:

2 1. I am an attorney admitted to practice law in California, a member of the bar of this
3 Court, and a Partner at Katz Banks Kumin LLP. My firm, along with my co-counsel Pardell, Kruzyk
4 & Giribaldo PLLC (“PKG”), are counsel of record for Plaintiffs (“PAGA Counsel”).¹

5 2. I am one of the lawyers primarily responsible for prosecuting Plaintiffs’ claims on
6 behalf of those similarly situated to them.

7 3. I have personal knowledge of the matters set forth herein, and if called as a witness, I
8 could competently so testify. I make this declaration in support of Plaintiffs’ Motion for Approval
9 of PAGA Settlement.

10 **Background and Experience**

11 4. I received my J.D. from New York University School of Law in 2007, *cum laude*, and
12 my B.A. from the University of California at Berkeley with highest honors (*summa cum laude*
13 equivalent) in 2001. During law school, I was selected as an Arthur Garfield Hays Civil Liberties
14 Fellow, and upon graduation I was awarded the Vanderbilt Medal for leadership, vision, and
15 outstanding contributions to New York University School of Law. After graduation, I clerked for
16 the Honorable Michael H. Dolinger, United States Magistrate Judge in the Southern District of New
17 York, for one year.

18 5. I was admitted to the California bar in 2008 and to the New York bar in 2009. After
19 relocating to California, I resigned from the New York bar.

20 6. From 2008 to 2011, I worked for legal service organizations representing indigent
21 clients. At the Brooklyn Family Defense Project (now Brooklyn Defender Services), I served as
22 court-appointed counsel for parents charged with abuse or neglect of children, including in
23 emergency hearings and bench trials. At Neighborhood Legal Services of Los Angeles, I
24 represented clients in administrative proceedings and litigation relating to public benefits, and
25 engaged in policy advocacy and outreach.

26 _____

27 ¹ All capitalized terms are defined in the Agreement. Plaintiffs refer the Court to that Agreement and its defined
28 terms for consistency.

1 7. In 2011, I joined Traber & Voorhees, a prominent civil rights law firm in Los Angeles,
2 of counsel to the firm now known as Hadsell Stormer Renick and Dai, LLP. As an associate at
3 Traber & Voorhees, I represented employees in individual discrimination matters and complex class
4 action litigation. I served as counsel in, among other matters, *Kimberly Murphy v. Caremark CVS*
5 *Corp. et al*, Case No. BC464785, Los Angeles Superior Court (statewide class action on behalf of
6 nonexempt employees alleging off the clock security checks); *Quezada v. Schneider Logistics*
7 *Transloading and Distribution*, No. CV-12-2188 CAS, 2014 WL 12584436 (C.D. Cal. May 12,
8 2014) (class action on behalf of forklift drivers alleging invalid alternative workweek election,
9 unpaid overtime, and other wage and hour claim); *Hernandez v. Goliath*, No. BC 462953, Los
10 Angeles Superior Court (class action on behalf of dancers alleging violations of minimum wage,
11 overtime, and rest and meal break laws); *Grobesson v. City of Los Angeles*, Los Angeles Superior
12 Court Case No. BC150151 (trial counsel for retrial representing first openly gay police officer in
13 LAPD with retaliation claims); *Reyna Garcia v. New Albertson's Inc., et al.*, Case No. 2:13-cv-
14 05941-CAS (claims for failure to accommodate pregnancy-related disability and failure to engage
15 in the interactive process); and *Frost v. Hesperia School District*, CIVDS1313980, San Bernardino
16 County Superior Court (claims for sexual orientation discrimination and retaliation, co-counseled
17 with Lambda Legal).

18 8. In 2015, Theresa Traber was appointed to the bench in Los Angeles County Superior
19 Court, and Traber & Voorhees dissolved. I became a Senior Staff Attorney at Equal Rights
20 Advocates (“ERA”), a San Francisco nonprofit organization dedicated to protecting and advancing
21 the rights of women, girls, and people of all gender identities. At ERA, I gained expertise in Title
22 IX law and policy, and frequently commented in local and national news media on Title IX-related
23 matters. I served as co-counsel in *Jane Doe v. The Board of Trustees of The Leland J. Stanford, Jr.*
24 *University*, Case No. 3:16-cv-06973 in the Northern District of California, a high-profile Title IX
25 case, and represented several students in parallel proceedings through the U.S. Department of
26 Education Office for Civil Rights. I was also lead or co-lead author on amicus briefs in Title IX
27 cases of national importance, *Ross v. University of Tulsa* (10th Cir. 2017) 859 F.2d 1280 (with
28

1 SurvJustice) and *Fryberger v. University of Arkansas* (8th Cir. 2018) 889 F.3d 471 (with National
2 Women’s Law Center).

3 9. In 2017, I joined The Liu Law Firm, P.C. (“LLF”) as a Partner. As a Partner at LLF,
4 I served as counsel in three class actions, *Borrego, et al. v. Raley’s Family of Fine Stores*, Case No.
5 34-2015-00177687 (Sacramento Super. Ct. July 23, 2020) (statewide pregnancy discrimination
6 class action on behalf of grocery store employees); *Houston, et al. v. Braavos, Inc., et al.*, Case No.
7 CFC-17-562019 in San Francisco Superior Court (N.D. Cal.) (nationwide wage and hour class and
8 collective action on behalf of security guards), and *Villanueva v. Dech Foods, LLC et al.*, Case No.
9 CGC-16-555202 in San Francisco Superior Court (statewide wage and hour class action on behalf
10 of fast food workers), and as lead counsel in a multi-plaintiff Title IX case against Stanford
11 University filed on behalf of female athletes from five varsity teams, *Keesing et al. v. The Board of*
12 *Trustees of The Leland J. Stanford University*, Case No. 5:21-cv-03555-BLF in the Northern District
13 of California. In addition to complex litigation, I represented individual clients in litigation,
14 arbitration, and settlement negotiation, both on a contingency basis and on an hourly basis.

15 10. In December 2021, Jennifer Liu and I formed Liu Peterson-Fisher LLP (“LPF”), and
16 I continued to litigate class and individual employment cases. LPF gained national recognition and
17 was selected as one of the Best Law Firms in America for 2022 by *U.S. News – Best Lawyers* in
18 2022. In 2023, LPF merged with Katz Banks Kumin LLP (KBK), a nationally prominent
19 whistleblower and employment discrimination firm headquartered in Washington, D.C., with
20 offices in Philadelphia, New York, and, now, San Francisco. At KBK, I represent the Settlement
21 Class in *Miller v. Red Robin International, Inc.*, Case No. 3:22-cv-02574 in the Northern District of
22 California, a statewide class action on behalf of salaried managers at Red Robin restaurants. I am
23 co-lead counsel in *Berton v. Aetna Inc. et al.*, Case No. 4:20-cv-01849, a statewide damages class
24 action and national injunctive relief action on behalf of LGBTQ+ individuals denied coverage for
25 fertility treatments, and I am also co-lead counsel for the Settlement Class in *Hamilton v. Vail*
26 *Resorts, Inc.*, El Dorado Superior Court Case No. SC20210148, a national class and collective action
27 on behalf of nonexempt ski resort employees. In my capacity as a Partner with KBK, I represent the

1 Plaintiffs in this Action.

2 11. I was named to the Daily Journal's Top 75 Labor and Employment Lawyers in
3 California list from 2022-2024 and to the national Lawdragon 500 Plaintiff Employment Lawyers
4 guide from 2021-2024. I have been recognized as a Northern California Super Lawyer by Super
5 Lawyers magazine from 2020-2024, and previously as a Southern California Rising Star in 2015
6 and 2016 and as a Northern California Rising Star in 2018 and 2019.

7 12. I am a member of the National Employment Lawyers Association ("NELA"), the
8 California Employment Lawyers' Association ("CELA") and the Alameda County Bar Association
9 ("ACBA"). I served as the Vice Chair of the ACBA's Labor & Employment Section Executive
10 Committee in 2020, and as the Chair in 2021. In 2021, I also served on CELA's Nominating
11 Committee and on its Fair Employment and Housing Council Committee. I now serve on the
12 ACBA's Appellate Section Executive Committee. I frequently speak on employment law-related
13 matters, and my speaking engagements have included NELA's national convention and the
14 American Bar Association Annual Meeting.

15 13. Jennifer Liu received her J.D. from Stanford Law School in 2008, and a Master in
16 Business Administration and Management from the Stanford Graduate School of Business in the
17 same year. She clerked for the Honorable John G. Koeltl of the U.S. District Court for the Southern
18 District of New York. She has been a member of the New York bar since 2010 and the California
19 bar since 2011.

20 14. From October 2009 to January 2015, Ms. Liu was an Associate at Outten & Golden
21 LLP, a 50+ attorney plaintiffs' employment firm with offices in New York, Illinois, and California.
22 There, she served as class counsel in numerous wage and hour class actions, including the following:
23 *McCue v. MB Financial, Inc.*, No. 15 Civ. 988, 2015 WL 1020348 (N.D. Ill. Mar. 6, 2015); *Puglisi*
24 *v. TD Bank, N.A.*, No. 13 Civ. 637, 2015 WL 574280 (E.D.N.Y. Feb. 9, 2015); *Aboud v. Charles*
25 *Schwab & Co., Inc.*, No. 14 Civ. 2712, 2014 WL 5794655 (S.D.N.Y. Nov. 4, 2014); *Mills v. Capital*
26 *One, N.A.*, No. 14 Civ. 1937, Docket No. 28 (S.D.N.Y. Aug. 1, 2014); *Zeltser v. Merrill Lynch &*
27 *Co., Inc.*, No. 13 Civ. 1531, 2014 WL 2111693 (S.D.N.Y. May 12, 2014); *Clem v. Keybank, N.A.*,

1 No. 13 Civ. 789, 2014 WL 1265909 (S.D.N.Y. Mar. 27, 2014); *Yuzary v. HSBC Bank USA, N.A.*,
2 No. 12 Civ. 3693, 2013 WL 1832181 (S.D.N.Y. Apr. 30, 2013); *Beckman v. Keybank, N.A.*, No. 12
3 Civ. 7836, Docket No. 13 (S.D.N.Y. Dec. 11, 2012); *Hernandez v. Merrill Lynch & Co., Inc.*, No.
4 11 Civ. 8472 2012 WL 5862749 (S.D.N.Y. Nov. 15, 2012); *Palacio v. E*TRADE Fin. Corp.*, No.
5 10 Civ. 4030, 2012 WL 1058409 (S.D.N.Y. Mar. 12, 2012); and *Alli v. Boston Market Corp.*, No.
6 3:10-cv-00004, 2011 WL 6156938 (D. Conn. Dec. 9, 2011).

7 15. In January 2015, Ms. Liu founded LLF and, in 2023, LPF with me. As Managing
8 Partner of LLF and LPF, Ms. Liu served as class counsel and/or co-lead counsel in numerous
9 employment class and/or collective actions, including:

- 10 • *Quinby, et al. v. ULTA Salon, Cosmetics & Fragrance, Inc.*, Case No. CV-15-4099-
11 WHO, Docket No. 46 (N.D. Cal. Sept. 22, 2016) (class counsel in statewide wage and
12 hour class action);
- 13 • *Sunner v. Kenneth R. Turnage II General Contractor, Inc., et al.*, Case No.
14 RG15772244 (Alameda Super. Ct. Oct. 18, 2016) (class counsel in local wage and
15 hour class action);
- 16 • *Tighe, et al. v. Merrill Lynch, Pierce, Fenner & Smith, Inc., et al.*, Case No.: 50-2017-
17 CA-012909-XXXX-MB (Fla. Cir. Ct. Dec. 29, 2017) (co-lead counsel in nationwide
18 collective action);
- 19 • *Brown v. Frontpoint Security Solutions, LLC*, Case No. 2017-14845 (Va. Cir. Ct. Dec.
20 8, 2017) (co-lead counsel in statewide wage and hour collective action);
- 21 • *Pena, et al. v. U.S. Bancorp*, Case No. CGC-17-556646 (San Francisco Super. Ct.
22 Mar. 21, 2019) (class counsel in statewide wage and hour class action);
- 23 • *Watson, et al. v. The Jones Financial Companies LLLP, et al.*, Case No. 34-2019-
24 00255234 (Sacramento Super. Ct. June 15, 2020) (class counsel in statewide wage and
25 hour class action);
- 26 • *Galbraith, et al. v. Drybar Holdings LLC*, Case No. 19STCV16305 (Los Angeles
27 Super. Ct. June 25, 2020) (class counsel in statewide wage and hour class action);

- *Borrego, et al. v. Raley's Family of Fine Stores*, Case No. 34-2015-00177687 (Sacramento Super. Ct. July 23, 2020) (class counsel in pregnancy discrimination class action);
- *Amirian, et al. v. Umpqua Holdings Company d/b/a Umpqua Bank*, Case No. BC674115 (Los Angeles Super. Ct. Apr. 1, 2021) (class counsel in statewide wage and hour class action);
- *Villanueva, et al. v. DECH Foods, LLC*, Case No. CGC-16-555202 (San Francisco Super. Ct. Oct. 29, 2021);
- *Hamilton, et al. v. The Vail Corp.*, Case No. SC20210148 (El Dorado Super. Ct. Feb. 1, 2022) (co-lead class counsel in nationwide wage and hour class and collection action);
- *Arciaga v. Snowflake, Inc.*, Case No.: 21-CIV-06144 (San Mateo Super. Ct. Mar. 3, 2022) (co-lead class counsel in multi-state wage and hour class and collective action);
- *Gordon, et al. v. Braavos, Inc., et al.*, Case No. 3:17-cv-06310-WHA (N.D. Cal. Mar. 10, 2022) (co-lead class counsel in nationwide wage and hour class and collective action);
- *Ayyad v. PowerSchool Group, LLC*, Case No. 34-2022-00316882 (Sacramento Super. Ct. May 23, 2022) (co-lead counsel in multi-state wage and hour class and collective action)

16. During her career, Ms. Liu has litigated dozens of cases in federal and state courts across the country and has helped recover over \$150 million on behalf of workers and employees. She has been named one of the Best Lawyers in America by *U.S. News - Best Lawyers* from 2020 to 2022, and a Lawdragon 500 Leading Plaintiff Employment Lawyer from 2020 to 2024. She has been named by the *Daily Journal* to its list of the top 75 labor and employment attorneys in the State of California for 2019, 2020, and 2022-2024. She was also named a Super Lawyer by *Super Lawyers Magazine* from 2021-2025, and was previously named a Rising Star from 2017 to 2020.

1 17. Ms. Liu is a member of the American Bar Association (“ABA”), the National
2 Employment Lawyers Association (“NELA”), and the California Employment Lawyers Association
3 (“CELA”). She has held numerous leadership positions with the ABA Section of Labor &
4 Employment Law, including serving as Employee Co-Chair of the Committee on Equal
5 Employment Law and Employee Vice Chair for the Diversity, Equity and Inclusion in the Legal
6 Profession Committee, and Employee Co-Chair for the Flash e-Newsletter Committee. She has also
7 served on the NELA Annual Convention Committee and on the CELA Wage & Hour Committee.

8 18. Ms. Liu speaks frequently on employment law matters, including on employment
9 discrimination and class action topics. She has published numerous articles on these topics as well.

10 19. Alexis Ronickher received her J.D. from Stanford Law School in 2008. She jointly
11 serves as the Managing Partner of KBK’s California office and divides her time between San
12 Francisco and Washington, D.C. She represents clients in complex, often high-profile, employment
13 and whistleblower matters, including whistleblower, sexual harassment, and civil rights
14 discrimination and retaliation matters. Ms. Ronickher litigates cases nationwide in federal and state
15 courts, as well as in administrative proceedings. She has also represented numerous other
16 whistleblowers and employees in cases that have successfully resolved confidentially. Ms.
17 Ronickher has earned many awards, including being honored in the Best Lawyers in America® list
18 for employment law since 2020, in Super Lawyers in Washington, D.C. since 2019, and she was
19 recognized as a “Rising Star” by Law360 in 2018, just one of five employment lawyers nationally
20 to earn this designation. In 2024, she was named to the inaugural list of Forbes’ “America’s Top
21 200 Lawyers”. She speaks frequently about whistleblower protections, sexual harassment, and
22 employment law, has written extensively on employment law matters, and has appeared in numerous
23 national and local media related to her cases and employment law matters.

24 20. Jessica L. Westerman received her J.D. from Georgetown University Law Center in
25 2015. She joined KBK as an associate in September 2017 and became a partner with the firm in
26 January 2024. Ms. Westerman has represented employees in a wide range of illegal and unfair
27 workplace practices, including sex and gender discrimination, disability discrimination, race
28

1 discrimination, retaliation, and wage theft. She currently focuses her practice on class and collective
2 actions involving wage and hour violations under state and federal labor laws. Ms. Westerman was
3 recognized as a Rising Star of the Plaintiffs Bar by the National Law Journal in 2021. She is a
4 member of the Amicus Committee of the Metropolitan Washington Employment Lawyers
5 Association, which submits amicus briefs in state and federal courts on important employment law
6 issues.

7 21. Kelsey A. Woodford received her J.D. from Stanford Law School in 2019. She joined
8 KBK as an associate in August 2022 and became a senior associate in April 2024. Ms. Woodford's
9 practice involves representing individual clients in discrimination and retaliation cases as well as
10 pursuing class and collective actions involving wage and hour violations under state and federal
11 labor law. In her time with the firm, she has worked particularly closely with people experiencing
12 discrimination based on their race, LGBTQ+ identities, mental and physical disabilities, and
13 pregnancy-related conditions.

14 22. Jesse Broad-Cavanagh received his J.D. from Northeastern University School of Law
15 in 2024. He joined KBK as an associate in August 2024.

16 23. C. Leah Kennedy received her J.D. from Stanford Law School in 2022. She joined
17 LPF as an associate in August 2022 and became an associate at KBK in August 2023 following the
18 two firms' merger. Ms. Kennedy left KBK in October 2024 and now serves as a Staff Attorney at
19 the Center for WorkLife Law.

20 24. Jolena F. Jeffrey received her J.D. from American University Washington College of
21 Law in 2016. She joined KBK as an associate in August 2019 and became a Senior Associate in
22 April 2024. Ms. Jeffrey left KBK in August 2024 and now serves as the Deputy Chief of the Office
23 of the Director of National Intelligence for the United States government.

24 25. Hannah J. Robinson received their B.A. from the University of Maryland in 2022.
25 They joined KBK as an intake specialist in July 2022 and became a paralegal in December 2023.
26 Mx. Robinson left KBK in June 2025 to pursue their J.D. at New York University School of Law.

27 **Relevant Procedural History**

1 26. This Action involves a Private Attorneys' General Act ("PAGA")² representative
2 action brought by Plaintiffs Sarah Robertson ("Robertson") and William Douglas ("Douglas") on
3 behalf of current and former Operations Managers, including all other salaried restaurant-level
4 employees who perform the same or similar duties to Operations Managers regardless of their exact
5 title (excepting General Managers/Restaurant Leaders) (collectively, "OMs"), employed by Raising
6 Cane's USA, LLC and Raising Cane's Restaurants, LLC, (collectively, "Raising Cane's" or
7 "Defendants") at any of their restaurant locations in California.

8 27. Raising Cane's is a rapidly expanding fried chicken fast food chain started in
9 Louisiana that operates more than 80 restaurants in California and over 800 restaurants across the
10 United States. During the PAGA Period, the majority of Raising Cane's restaurants in California
11 employed two OMs per restaurant. Raising Cane's uniformly classifies OMs as exempt from
12 overtime. Plaintiffs claim that OMs regularly work overtime hours, at least 50 hours or more in a
13 week, without receiving overtime pay, meal breaks, or rest breaks. Plaintiffs claim this was unlawful
14 because OMs are misclassified as exempt and are therefore entitled to back overtime pay, missed
15 meal and rest break premiums, and other associated damages as a result of this misclassification.
16 Moreover, Plaintiffs allege that Raising Cane's failed to reimburse them for all reasonable and
17 necessary business expenses. Raising Cane's denies these allegations and claims that OMs are
18 properly classified as exempt.

19 28. On September 26, 2023, PKG, on behalf of Robertson, properly submitted notice to
20 the LWDA of her intent to bring these claims under PAGA. A true and correct copy of the LWDA
21 notice is attached hereto as Exhibit A. On October 11, 2023, Raising Cane's filed an Arbitration
22 Demand the American Arbitration Association ("AAA"), to which Robertson responded on
23 November 30, 2023, asserting the following claims: (1) failure to pay overtime, Fair Labor
24 Standards Act, 29 U.S.C. §§ 201, *et seq.* ("FLSA"); (2) failure to pay overtime, Cal. Lab. Code §§
25 510 and 1194, Wage Order No. 5-2001, and Cal. Code Regs. Tit. 8, § 11040; (3) failure to provide
26

27
28 ² All citations to PAGA herein refer to Labor Code § 2699 *et seq.* as it existed prior to July 1, 2024.

1 meal and rest periods, Cal. Lab. Code §§ 226.7, 512, and 1198, Wage Order No. 5-2001, and Cal.
2 Code Regs. Tit. 8, § 11040; (4) failure to reimburse business expenses, Cal. Lab. Code § 2802; (5)
3 failure to pay earned wages upon discharge, Cal. Lab. Code §§ 201-203; (6) failure to provide
4 accurate wage statements, Cal. Lab. Code §§ 226, 1174, Cal. Code Regs. Tit. 8 § 11040; (7)
5 unlawful, unfair, and/or deceptive business practices, Cal. Bus & Prof. Code §§ 17200, *et seq.*; and
6 (8) civil penalties under the Private Attorney General Act, Cal. Lab. Code §§ 2698, *et seq.* On
7 December 1, 2023, Robertson filed the Complaint in the Action, which alleges violations of Labor
8 Code sections relating to unpaid wages, overtime, meal and rest periods, late payment of wages,
9 inaccurate paystubs, and inaccurate pay records.

10 29. On December 20, 2023, Robertson amended her Arbitration Demand to include
11 claims for failure to provide Claimant's personnel file under Cal. Labor Code § 1198.5.

12 30. On January 26, 2024, Defendants filed a Motion to Compel Arbitration and Stay
13 Proceedings; Request for Sanctions Against Plaintiff and her Counsel. On February 28, 2024,
14 Robertson filed her Opposition to Defendants' Motion to Compel Arbitration and Stay Proceedings;
15 Request for Sanctions Against Plaintiff and her Counsel.

16 31. On February 5, 2024, Robertson filed her First Amended Representative Action
17 Complaint to include claims for Defendants' failure to reimburse reasonable and necessary business
18 expenses under Labor Code § 2802.

19 32. On February 26, 2024, PKG, on behalf of Douglas, properly submitted notice to the
20 LWDA of his intent to bring these claims under PAGA by specifically including allegations
21 regarding the nature of the expense reimbursement claims. A true and correct copy of the LWDA
22 notice is attached hereto as Exhibit B.

23 33. On March 12, 2024, the Court heard argument on Defendants' Motion to Compel
24 Arbitration and Stay Proceedings; Request for Sanctions Against Plaintiff and her Counsel. The
25 Court took the matter under submission and ordered the Parties to submit supplemental briefing
26 addressing two cases raised during the hearing: *Gavriiloglou v. Prime Healthcare* (2022) 83
27 Cal.App.5th 595 and *Howitson v. Evans Hotels LLC* (2022) 81 Cal.App.5th 475. On March 20,

2024, in response to the Court’s Order, Robertson filed a Supplemental Memorandum of Points and Authorities in Opposition to Defendants’ Motion to Stay Proceedings, and Defendants filed a Supplemental Memorandum of Points and Authorities in Support of Its Motion to Compel Arbitration and Stay Proceedings on March 28, 2024 .

34. On March 18, 2024, Plaintiffs’ Counsel and Raising Cane’s Counsel participated in a case management conference in the *Robertson* arbitration. The Parties exchanged Initial Disclosures on May 2, 2024, and each served written discovery requests by July 26, 2024. Significant discovery disputes arose throughout this process—many of which would impact the claims in this Action—thereby necessitating multiple conferrals and, ultimately, several rounds of motion practice and hearings before the arbitrator.

35. On May 3, 2024, Robertson filed a Motion for Leave to file a Second Amended Complaint (“SAC”) adding Plaintiff William Douglas. On May 16, 2024, the Parties filed a Joint Stipulation to File Second Amended Complaint. The Court directed the Parties to appear on May 29, 2024, to address the effect of the proposed SAC on the pending Motion to Stay and to Compel Arbitration. After the hearing, the Court denied the Motion to Compel Arbitration as moot and directed Plaintiffs to file their SAC by May 31, 2024, and Defendants to file their responsive pleading by July 1, 2024.

36. On June 24, 2024, Plaintiff Douglas filed a demand for arbitration with the AAA, alleging violations of the Labor Code, which did not include an individual PAGA claim.

37. On July 1, 2024, Defendants filed a Motion for Stay of Proceedings and a Demurrer to Plaintiffs’ Second Amended Complaint.

38. On July 9, 2024, Molly Cuenca filed a PAGA Notice with the LWDA against Defendants alleging violations of Labor Code sections relating to unpaid wages, overtime, meal and rest periods, late payment of wages, inaccurate wage statements, and failure to reimburse expenses.

39. During an August 9, 2024, hearing, the Court overruled Raising Cane’s Demurrer and ordered Raising Cane’s to file an Answer to the SAC within 30 days. The Court also took the Raising Cane’s Motion for Stay of Proceedings under submission, and the Court’s decision remains

1 pending. On September 9, 2024, Raising Cane's filed its answer to the Second Amended Complaint.

2 40. Throughout the months of August and September 2024, the Parties engaged in
3 significant discovery in the *Robertson* arbitration as they prepared for a five-day final hearing in
4 November 2024. Despite the production of tens of thousands of documents, there were still several
5 discovery disputes that required multiple conferrals, motion practice, and hearings with the
6 arbitrator. Specifically, the Parties had disputes regarding the production of significantly more ESI
7 from Raising Cane's, as well as Raising Cane's attempts to subpoena Robertson's cell phone carrier
8 and obtain sworn testimony from her current employer.

9 41. On August 19, 2024, while these discovery disputes were ongoing, Raising Cane's
10 took Sarah Robertson's deposition, in-person.

11 42. On September 18, 2024, we took the deposition of Raising Cane's key fact witness,
12 who was also planning on sitting as their corporate representative in the coming weeks. We had
13 prepared to take the corporate representative deposition, however, that was contingent on the
14 production of additional documents that were subject to discovery disputes.

15 43. Given the potential impact of the *Robertson* arbitration on this Action, both Parties
16 staffed the arbitration significantly more than they would another individual arbitration. In fact,
17 both Parties understood that despite the significant attorneys' fees and costs already expended in the
18 protracted *Robertson* arbitration, that there would be considerably more that would have to be
19 incurred to not only bring the *Robertson* matter to final hearing, but to also adjudicate the *Douglas*
20 arbitration as well as the instant Action.

21 44. Because of these impending attorneys' fees and costs, the Parties agreed to stay all
22 matters and attempt to settle these matters at an in-person mediation.

23 45. Thus, on October 8, 2024, Plaintiffs and Defendants filed a Joint Stipulation for Stay
24 after agreeing to mediation of both this PAGA action and the individual arbitrations between them.

25 **PAGA Case Management Order #1, D(1)(a)**³

26
27
28 ³ Hereafter, all paragraph references will be to the PAGA Case Management Order #1 unless otherwise specified.

1 46. A true and accurate copy of the Settlement Agreement is attached hereto as Exhibit
2 C. This settlement resolves the PAGA claims of all OMs employed by Defendants in California
3 between September 22, 2022 and December 31, 2024, with the exception of Plaintiffs (“Aggrieved
4 Employees”). (Settlement § 1.5.)

5 47. The Settlement provides for a Gross Settlement Amount (“GSA”) of \$240,000.00.
6 (Settlement§ 1.13). The Gross Settlement Amount will be used to pay Individual PAGA Payments,
7 the LWDA PAGA Payment, Administrator’s Costs Payment, PAGA Counsel Fees Payment, and
8 PAGA Counsel Litigation Expenses Payment. (Settlement § 4.4.) The Administrator will disburse
9 the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit
10 any claim as a condition of payment. (Settlement § 3.1). The Proposed PAGA Notice, which has
11 been approved by Defendants, is attached hereto as Exhibit D.

12 48. The gross per pay period recovery in this case will result in roughly \$27.80 per pay
13 period, matching the high end of the average recovery in PAGA-only settlements.

14 49. The Administrator will make and deduct the following payments from the Gross
15 Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 16 • PAGA Counsel Fees Payment of \$80,000, one-third of the GSA (Settlement § 3.2.1)
- 17 • PAGA Counsel Litigation Expenses Payment (Settlement § 3.2.1), which are
- 18 currently \$17,166.73.
- 19 • Settlement Administrator Costs Payment (Settlement § 3.2.2), which are anticipated
- 20 to be \$7,000.00.

21 50. After making these deductions from the GSA, the Administrator will calculate the Net
22 Settlement Amount (“NSA”).

23 51. Assuming the Court approves the amounts set forth herein to be deducted from GSA,
24 the NSA is estimated to be \$135,833.27 and the distribution of the NSA will have \$101,874.95
25 (75%) paid to the LWDA and \$33,958.32 (25%) paid to the Aggrieved Employees.

26 52. Accordingly, the average net amount the Aggrieved Employees will receive is
27 approximately \$141.49.

1 **PAGA Case Management Order #1 D(1)(b)**

2 53. On November 12, 2024, Plaintiffs and Defendants engaged in a full-day mediation
3 before Stephen Benardo, a highly experienced wage-and-hour mediator.

4 54. The Parties were unable to reach an agreement as to all the terms of the settlement on
5 the day of mediation. On December 16, 2024, after more than a month of additional negotiations,
6 all Parties accepted a mediator's proposal from Mr. Benardo finalizing the terms of the settlement.
7 Mr. Benardo also separately made mediator's proposals for the settlement of the *Robertson* and
8 *Douglas* arbitrations.

9 55. On April 14, 2025, the Parties executed a Memorandum of Understanding ("MOU")
10 and negotiated the long-form settlement agreement in the weeks thereafter.

11 **PAGA Case Management Order #1 D(1)(c)**

12 56. PAGA Counsel submitted the Settlement Agreement to the LWDA on June 27, 2025.
13 A true and correct copy of the email showing we submitted the Settlement Agreement to the LWDA
14 is attached hereto as Exhibit E. PAGA Counsel will submit a supplemental declaration if the LWDA
15 responds or objects before the approval hearing, currently scheduled for July 22, 2025.

16 **PAGA Case Management Order #1 D(2)(a)**

17 57. Plaintiffs brought this action under PAGA to seek penalties stemming from violations
18 of multiple California Labor Code provisions, including California Labor Code § 510 and 1194
19 (unpaid overtime wages); §§ 218.5, 226.7, 512, and 1198 (failure to provide required meal breaks);
20 §§ 218.5, 226.7, 512, and 1198 (failure to provide required rest breaks); § 226(a) (inaccurate wage
21 statements as a result of off the clock work); §§ 226, 1174(d), 1174.5 (failure to keep requisite
22 payroll records); § 204 (failure to pay earned wages timely); §§ 201-203, 210 (failure to pay earned
23 wages upon discharge); and § 2802 (failure to reimburse for reasonable and necessary business
24 expenses).

25 **PAGA Case Management Order #1 D(2)(b)**

26 58. Based on a review of their records to date, Defendants represent that there are 240
27 Aggrieved Employees who worked a total of 8,632 PAGA Pay Periods during the PAGA Period.

PAGA Case Management Order #1 D(2)(c)

59. Based on the data produced by Raising Cane's, as well as their representation that the total number of pay periods at issue in the PAGA Period is 8,632. Plaintiffs calculate the following as Defendants' potential liability exposure if they were found liable at trial if Plaintiffs prevailed on all allegations, provided there was a violation in 100% of the PAGA Periods and that initial violation rather than subsequent violation penalties are awarded:

PAGA	
PAGA Pay Periods	8632
Number of PAGA Group Members	240
PAGA Penalty (OT Claim)	\$863,200.00
PAGA Penalty (Meal Break Claim)	\$863,200.00
PAGA Penalty (Rest Break Claim)	\$863,200.00
PAGA Penalty (Delayed Wages, 210)	\$863,200.00
PAGA Penalty (Inaccurate Wage Statement 226 (e)(1))	\$431,600.00
PAGA Penalty (Wage Statements, 226.3)	\$2,158,000.00
PAGA Penalty (Waiting Time 203)	\$404,912.34
PAGA Penalty Expense Reimbursement	\$863,200.00
Total PAGA Penalties (Full Stacking)	\$7,310,512.34

PAGA Case Management Order #1 D(2)(d)-(f)

60. I believe that the Agreement provides the Aggrieved Employees with a fair, reasonable, and adequate recovery in light of the potential risks in this case.

61. This Agreement was reached only after extensive arms-length negotiations between the Parties following a careful analysis of the strength of the claims and defenses in the case.

62. Plaintiffs engaged in extensive investigation and discovery before eventually reaching this settlement. Before filing the lawsuit, PAGA Counsel investigated the misclassification claims by obtaining relevant documentation for several California OMs and interviewing Plaintiffs and numerous other witnesses extensively. After filing, Plaintiffs took the deposition of one of Raising Cane's managers and Raising Cane's took Robertson's deposition. Plaintiff Robertson also conducted extensive written discovery in her individual arbitration that included the production of

1 tens of thousands of pages of documents, including standard reports and policies that would be
2 common to all Raising Cane's restaurants in California, which enabled PAGA Counsel to evaluate
3 the documentary evidence available to support or contradict misclassification claims statewide.

4 63. I believe it to be very risky, and ultimately unlikely, for Plaintiffs to obtain the full
5 amount of the calculated PAGA liability exposure for several reasons. While I believe Plaintiffs'
6 claims are strong, Plaintiffs would face many hurdles in ultimately prevailing on the merits and
7 obtaining a judgment in the amount of Raising Cane's total possible exposure.

8 64. First, on the merits, Raising Cane's strenuously disputed that it misclassified OMs.
9 Raising Cane's presented significant evidence that it believes supports their argument that OMs'
10 primary job duties are managerial, including documents reflecting policies and procedures setting
11 forth the expectation that OMs perform primarily exempt work, and testimony that OMs spend the
12 majority of their time managing employees and exercising discretion and independent judgment to
13 evaluate the operational needs of the restaurant. While Plaintiffs dispute that Raising Cane's would
14 ultimately satisfy their burden of proving that OMs are exempt under either the executive or
15 administrative exemptions, to the extent Raising Cane's satisfies this burden, then Plaintiffs would
16 not be entitled to any relief whatsoever (aside from potentially the expense reimbursement claims).

17 65. With respect to the expense reimbursement claim, Raising Cane's disputes that OMs
18 actually incurred any reasonable and necessary business expenses to carry out their jobs. And, to
19 the extent that OMs did so, Raising Cane's argues that it did not know about those expenses because
20 OMs failed to submit them for reimbursement in contravention of Raising Cane's written policies.
21 Further, Raising Cane's argues that even if there was a violation, OMs incurred these expenses so
22 rarely that Plaintiffs' damages figure, which contemplates a violation during each pay period, is
23 inflated. While Plaintiffs dispute each of Raising Cane's defenses, Plaintiffs recognize that they face
24 risk in light of these defenses.

25 66. Additionally, this Court has not yet ruled on Raising Cane's pending motion to stay
26 the PAGA action pending the outcome of the *Robertson* and/or *Douglas* arbitrations. If the Court
27 ruled in Defendants' favor, the PAGA claims would be contingent upon the results of the Plaintiffs'

1 respective arbitrations. As discussed *supra*, the Parties engaged in significant discovery in the
2 *Robertson* arbitration and were on the eve of final hearing in the *Robertson* arbitration before
3 ultimately reaching a settlement. PAGA Counsel believes there were significant risks on the merits
4 of the individual arbitrations, including because Raising Cane's could produce witnesses at
5 arbitration hearings that were not deposed. And, if Plaintiffs did not prevail in their arbitrations, the
6 PAGA matter could be dismissed entirely on the grounds that they were not aggrieved and therefore
7 lacked standing.

8 67. From a procedural standpoint, if the Court granted a stay of the PAGA claim, it would
9 create considerable expense, complexity, and delay. Plaintiffs would be required to arbitrate, to
10 completion, multiple separate arbitration actions with separate arbitrators, increasing the likelihood
11 of inconsistent rulings. Moreover, advancing multiple separate arbitrations would likely require
12 many years of protracted arbitration, requiring the Parties to incur significant expense, before
13 Plaintiffs could finally return to Court to litigate the PAGA Action. Such a delay would likely lower
14 the quality of available testimonial evidence. Because of the critical role of witness testimony in this
15 case, Raising Cane's duty to preserve documents would not mitigate the prejudice to Plaintiffs or
16 the State of California.

17 68. Finally, I believe the probability of recovering the maximum theoretical PAGA
18 penalties is low. To reach the full amount Plaintiffs would ultimately seek at trial, Plaintiffs would
19 need to: (i) prevail on the merits; (ii) prove that violations occurred as often as claimed and across
20 all Raising Cane's restaurants in California; and (iii) win on both the argument that penalty stacking
21 is available under PAGA and their contention that Defendants are liable for penalties at the
22 subsequent violation rate. (*See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1209 (2008)
23 [PAGA allows "twice the rate" of penalties after notice of an initial violation]). The California
24 Supreme Court has not expressly addressed the availability of stacked penalties under "Old" PAGA,
25 so the Court might not find stacking PAGA penalties permissible. Moreover, the Court could follow
26 *Amaral v. Cintas Corp.* and decline to award any penalties at the subsequent violation rate because
27 Raising Cane's has not previously been found by a Court or the Labor Commissioner to have
28

1 violated the various Labor Code provisions at issue. Furthermore, Defendants could argue that
2 Labor Code § 203 penalties are not available without a finding that the violation was willful, Labor
3 Code § 226(e)(1) penalties require the violation to be knowing and intentional, and Labor Code §
4 226.3 penalties should not be awarded when a mistake was “inadvertent.” Defendants could argue
5 against the imposition of these penalties on the basis that they believed in good-faith that Plaintiffs
6 were spending the bulk of their time doing managerial work and were properly classified as exempt.
7 Disproving this position would require significantly more fact-based inquiries into the
8 circumstances of Aggrieved Employees’ work environment, raising again the specter of inconsistent
9 testimony. If the Court declined to allow stacking and did not award subsequent violation penalties,
10 the total PAGA penalties would be only \$863,200.

11 69. Moreover, even if Plaintiffs prevailed on the merits, the Court could exercise its
12 discretion under Labor Code § 2699(e)(2) to further reduce any PAGA award. (*See, e.g., Thurman*
13 *v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135-36 [reducing PAGA
14 penalties by 30 percent]; *Ghrdilyan, et al. v. RJ Financial* (Apr. 23, 2012) Los Angeles County
15 Superior Court, No. BC430633 [94% reduction in PAGA penalties from \$5,433,000 to \$325,000];
16 *Fleming v. Covidien Inc.* (C.D. Cal. Aug. 12, 2011) 2011 WL 7563047, at *4 [reducing \$2.8 million
17 penalty to \$500,000]; *Parr v. Golden State Overnight Delivery Serv., Inc.* (Alameda Sup. Ct. July
18 10, 2014) No. RG12-618103 [reducing PAGA penalties from \$5,845,250 to \$350,835]; *In re Taco*
19 *Bell Wage and Hour Actions* (E.D. Cal. April 8, 2016) 2016 U.S. Dist. LEXIS 48555 [awarding no
20 PAGA penalties notwithstanding a jury verdict finding employer liable for break violations].)
21 Defendants could also argue that because of their good-faith belief, the Court should exercise its
22 discretion to reduce any penalty award because subjecting them to the full penalty would be unjust.
23 Labor Code § 2699(e)(2), *Amaral*, 163 Cal.App.4th at 1213.

24 70. Given the risks of Plaintiffs prevailing on the merits of not only their PAGA claims,
25 but the merits of the underlying arbitrations, the risk Plaintiffs face in obtaining stacked penalties,
26 the risk that Plaintiffs would be unable to obtain penalties for all violations alleged, and the risk that
27 the Court would exercise its discretion to substantially reduce the total amount of civil penalties on
28

1 the basis that awarded such significant penalties would be unjust, arbitrary, oppressive, or
2 confiscatory, the total amount penalties that Defendants would ultimately likely be liable for would
3 be a small percentage of the maximum theoretical recovery.

4 71. The \$240,000 settlement is also reasonable because it means that the gross per-pay-
5 period recovery is about \$27.80, which, based on my experience, is a favorable result in a PAGA
6 action.

7 72. For these reasons, I believe that a comparison of the settlement amount to the potential
8 maximum recovery supports approval. The result here is particularly fair because no Aggrieved
9 Employee is releasing their own Labor Code claims, and they may still pursue such claims if they
10 so choose.

11 **PAGA Case Management Order #1 D(2)(g)**

12 73. The Parties agreed to mediate the PAGA action on November 12, 2024. Before
13 mediation, Raising Cane's provided Plaintiffs with the dates of employment for the Aggrieved
14 Employees up through the date of mediation. Based on this data, the Parties calculated their
15 respective exposure analyses and extrapolated through the PAGA Period.

16 74. On December 16, 2024, Mr. Benardo issued a mediator's proposal that included a
17 resolution of the Action for \$240,000.00, which both Parties ultimately accepted. The mediator's
18 proposal defined the end date of the PAGA Period to be December 31, 2024. (Settlement § 1.24).

19 **PAGA Case Management Order #1D(2)(h)**

20 75. The Agreement includes an escalator provision that ensures that, in the event that
21 Defendants' underestimate the number of pay periods at issue, the amount paid per pay period will
22 not materially decrease regardless of the number of pay periods in the final data. (Settlement § 8).

23 **PAGA Case Management Order #1 D(3)**

24 76. Under the Settlement, PAGA Counsel is entitled to request \$80,000 in fees, which
25 represents one-third of the \$240,000 Gross Settlement Amount. In my view, the fairness of the fee
26 award sought is supported by the effectiveness of our representation, the results obtained for the
27 Aggrieved Employees, and the risk we incurred by taking this case on contingency.

1 77. The litigation here was extremely risky: PAGA Counsel took this case on
2 contingency, working a combined total of about 1,350 hours since mid-2023 without being paid,
3 and advancing approximately \$17,000 in costs without any guarantee of reimbursement.

4 78. PAGA Counsel has extensively litigated this case, both in advancing this PAGA
5 Action and in advancing corresponding arbitrations that have a direct impact on the underlying
6 merits and viability of the PAGA Action.

7 79. Specifically, PAGA Counsel: (i) conducted extensive pre-filing investigation and
8 legal research regarding the ultimate viability of the claims; (ii) prepared and filed the LWDA
9 notices and three separate complaints; (iii) opposed Raising Cane's multiple motions to compel
10 arbitration and/or stay proceedings; (iv) opposed Raising Cane's demurrer; (v) propounded and
11 responded to written discovery regarding the merits of the case, the corresponding arbitrations, and
12 litigated several discovery disputes in arbitration; (vi) reviewed and analyzed tens of thousands of
13 pages of documents that were produced in those arbitrations that were directly relevant to the PAGA
14 Action; (vii) prepared for and travelled to San Diego to defend the deposition of Robertson; (viii)
15 prepared for and took the deposition of Raising Cane's key fact witness; (ix) prepared for and
16 appeared before the Court for: (a) four pro hac vice hearings, (b) three case management
17 conferences, and (c) hearings on the following motions: (1) Robertson's motion for leave to file an
18 amended complaint, (2) Robertson's motion for leave to file a second amended complaint, (3)
19 Raising Cane's motion to compel arbitration, (4) Raising Cane's motion for a demurrer to Plaintiffs'
20 second amended complaint, and (5) Raising Cane's motion for a stay of proceedings; (x) prepared
21 for and attended an in-person mediation; (xi) engaged in extensive negotiations with the assistance
22 of the mediator post-mediation to reach an agreement in principle; (xii) negotiated the Agreement;
23 and (xiii) prepared this motion.

24 80. PAGA Counsel disclosed their fee split arrangements to Plaintiffs. Our joint retainer
25 agreement with Plaintiffs states as follows: "If a monetary recovery or other relief is obtained on
26 behalf of a certified class or collective, either by settlement, judgment, or award, the Firms will
27 apply to the court and/or arbitrator for reimbursement of their costs and payment of their attorneys'
28

1 fees by Defendant either from or in addition to such recovery or relief. If the Firms apply for
2 payment of their attorneys' fees from a settlement fund, they shall apply for the greater of (a) one-
3 third (33-1/3%) of the settlement fund, or (b) the Firms' full lodestar amount (current hourly rate
4 times hours spent). In no event shall the Firms be entitled to payment of attorneys' fees by the
5 Client if the Firms' efforts do not ultimately result in a monetary recovery by the Client unless
6 otherwise agreed herein[.] ”

7 81. The requested fees here of \$80,000.00 represents a fraction of PAGA Counsel's
8 collective lodestar of \$1,053,730.70 for this Action.

9 82. The hourly rates for PKG's attorneys are set forth in the accompanying declaration
10 from Logan Pardell. The following chart, derived from our computerized time records, shows the
11 hours sought for each biller from my firm and PKG from the inception of the case through the
12 present, as well as the hourly rate for each biller:

Biller	Firm	J.D. Year	Hours	Hourly Rate	Lodestar
Logan Pardell	PKG	2015	118.4	\$723.00	\$85,603.20
Bryan Giribaldo	PKG	2014	18.5	\$738.00	\$13,653.00
Rebecca Peterson-Fisher	KBK	2007	208.7	\$1,050.00	\$219,135.00
Jennifer Liu	KBK	2008	13	\$1,050.00	\$13,650.00
Alexis Ronickher	KBK	2008	95.5	\$1,050.00	\$100,275.00
Jessica Westerman	KBK	2015	341.9	\$850.00	\$290,615.00
Kelsey Woodford	KBK	2019	424.40	\$650.00	\$275,860.00
Jesse Broad-Cavanaugh	KBK	2024	35.6	\$475.00	\$16,910.00
Leah Kennedy	KBK	2023	29.5	\$525.00	\$15,487.50

Jolena Jeffrey	KBK	2016	9.1	\$750.00	\$6,825.00
Paralegals	KBK	N/A	52.39	\$300.00	\$15,717.00

83. As this chart shows, PAGA Counsel have expended about 1,350 hours in total, with a lodestar of \$1,053,730.70. In reaching this figure, PAGA Counsel exercised billing judgment, reducing the number of hours billed to exclude redundancies, inefficiencies, or other time not appropriately charged to a paying client.

84. The rates sought for all of the attorneys are each of their current billing rates supported by the extensive and specialized experience in these types of cases and recognized expertise described above and in the Declaration of Logan Pardell. Based on my extensive experience filing previous motions for attorneys' fees in similar matters, I believe that all of the current hourly rates sought in this case are fully consistent with the market rate for attorneys with comparable expertise, experience, reputation, and qualifications.

85. I believe that the hourly rates listed above are reasonable in the Bay Area legal market. Courts have approved attorneys' fees awards in the following matters based on a lodestar cross-check utilizing the historic equivalents of my current hourly rate and Jennifer Liu's current hourly rate reasonable in the following actions: *Miller v. Red Robin International, Inc.*, Northern District of California Case No. 3:22-cv-0574 (finding \$800,000 fee award reasonable, a 1.8 multiplier on lodestar calculated using my 2024 rate of \$880 and Jennifer Liu's 2024 rate of \$1,000); *Ayyad v. PowerSchool Group, LLC*, Case No. 34-2022-00316882 (Sacramento Super. Ct. Sept. 20, 2022) (finding Jennifer Liu's rate of \$1,000 per hour and my rate of \$840 per hour reasonable for purposes of lodestar cross-check); *Hamilton, et al. v. The Vail Corp.*, Case No. SC20210148 (El Dorado Super. Ct. Aug. 19, 2022) (finding Jennifer Liu's 2022 rate of \$900 per hour to be reasonable for purposes of lodestar cross-check); *Fleissner v. FedEx Office & Print Servcs.*, Case No. 34-2022-00319739 (Sacramento Super. Ct. Aug. 1, 2022) (finding Jennifer Liu's 2022 rate of \$900 per hour and 2022 rate of \$740 per hour, and a paralegal's rate of \$320 per hour to be reasonable for purposes of lodestar cross-check); *Amirian v. Umpqua Holdings Company*, Case No. BC674115 (Los

Angeles Super. Ct. Feb. 24, 2022) (finding Jennifer Liu’s 2021 rate of \$800 per hour and my 2021 rate of \$680 per hour reasonable for purposes of lodestar cross-check); *Galbraith, et al. v. Drybar Holdings LLC*, Case No. 19STVCV16305 (Los Angeles Super. Ct. Dec. 18, 2020) (finding Jennifer Liu’s 2020 rate of \$720 per hour and my 2020 rate of \$640 per hour reasonable for purposes of lodestar cross-check); *Watson, et al. v. The Jones Financial Co., LLP*, Case No. 34-2019-00255234 (Sacramento Super. Ct. Nov. 16, 2020) (same); *Borrego, et al. v. Raley’s Family of Fine Stores*, Case No. 34-2015-00177687 (Sacramento Super. Ct. July 23, 2020) (same); *Pena, et al. v. U.S Bancorp*, Case No. CGC-17-556646 (San Francisco Super. Ct. Mar. 21, 2019) (finding Jennifer Liu’s 2019 rate of \$600 per hour and my 2019 rate of \$560 per hour to be reasonable for purposes of lodestar cross-check); *Quinby, et al. v. ULTA Salon, Cosmetics & Fragrance, Inc.*, Case No. CV-15-4099-WHO (N.D. Cal. Jan. 18, 2017) (finding Jennifer Liu’s 2016 rate of \$525 per hour to be reasonable for purposes of lodestar cross-check). The hourly rates for the other attorneys who worked on this matter are in line with my rate and Jennifer Liu’s rate based on years of experience and thus also reasonable.

86. These rates are also consistent with rates found reasonable in other matters: *Chess v. Volkswagen Group of America, Inc.*, No. 17-cv-07287-HSG, 2022 WL 4133300 (N.D. Cal. Sept. 12, 2022) (finding billing rates ranging up to \$1,100 for partners and up to \$800 for associates to be “in line with prevailing rates in this district for personnel of comparable experience, skill, and reputation”); *Carlotti v. ASUS Computer Int’l*, No. 18-cv-03369-DMR, 2020 WL 3414653, at *5-6 (N.D. Cal. June 22, 2020) (finding hourly rates ranging from \$950 to \$1,025 for partners, \$450-900 for other attorneys, and \$225-\$275 for legal assistants reasonable); *In re Volkswagen “Clean Diesel” Mktg., Sales Pracs., & Prod. Liab. Litig.*, No. 2672 CRB (JSC), 2017 WL 1047834, at *5 (N.D. Cal. March 17, 2017) (finding rates ranging from \$275 to \$1,600 for partners, \$150 to \$790 for associates, and \$80 to \$490 for paralegals reasonable).

87. The total costs expended by PAGA Counsel to date in this matter are approximately \$17,000. The following chart breaks down the costs by firm:

FIRM	AMOUNT
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92. In exchange for the negotiated settlement amounts they receive, Plaintiffs each agree to release all pled claims as well as: “(i) any and all claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967 (“ADEA”), the Family and Medical Leave Act, the Employee Retirement Income Security Act, the National Labor Relations Act (“NLRA”), the Pregnancy Discrimination Act, the Pregnant Workers Fairness Act, the Worker Adjustment and Retraining Notification Act, the Americans with Disabilities Act, the Uniformed Services Employment and Reemployment Rights Act, any amendments to such laws, any other federal, state, or local constitution, charter, law, rule, ordinance, regulation, or order; (ii) claims based on veteran status; and (iii) claims in equity or under common law, including, but not limited to, claims for tort, breach of contract (express or implied, written or oral), wrongful discharge, defamation, emotional distress, and negligence.”

93. The respective individual settlement agreements explicitly state that each Plaintiff does not waive claims: “(i) under COBRA or for unemployment, workers’ compensation, or disability insurance benefits; (ii) for vested rights under employee compensation and benefit plans as applicable on the date Employee signs this Agreement; (iii) that may arise after you sign this Agreement; (iv) for reimbursement of expenses under the Company’s expense reimbursement policies; (v) challenging the Company’s failure to comply with its promises under this Agreement; or (vi) that controlling law clearly states may not be released by private agreement.”

PAGA Case Management Order #1 D(4)(b-d)

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PAGA Case Management Order #1 D(5)(a-f)

108. Plaintiffs are not seeking service, enhancement, or incentive awards in the Agreement.

PAGA Case Management Order #1 D(6)(a-b)

109. This Agreement does not provide for the dismissal of representative claims.

PAGA Case Management Order #1 D(7)(a-d)

110. The release of claims in the Agreement only binds the Plaintiffs and the State of California. (Settlement § 5.1(a-f)).

111. The release of claims in the Agreement releases only the Defendants and their officers, directors, employees, and agents. (Settlement § 1.30.)

112. The release of claims in the Agreement only releases those claims actually alleged in the Second Amended Complaint. The PAGA cause of action in the SAC incorporates all factual allegations, including those in the LWDA notices attached as exhibits, and seeks “Under PAGA...the maximum civil penalties by law for violations of the California Labor Code and IWC 5[-]2001 that are alleged in this Complaint,” i.e. all PAGA penalties recoverable based on the factual allegations, whether specifically enumerated or not.

PAGA Case Management Order #1 D(8)(a)

113. The Settlement Agreement contemplates the use of an administrator to implement the terms of the settlement. (Settlement § 7). The Settlement Claims Administrator will be Rust Consulting, Inc. (“Rust”), which PAGA Counsel selected and Defendants approved. PAGA Counsel sought bids from Rust and CPT Group. Rust’s quote was cheaper, so Rust was selected.

114. Rust is a well-established class action settlement administrator. PAGA Counsel and Defense Counsel have extensive experience working with Rust as a third-party administrator. I and my law partner Jennifer Liu have personally engaged Rust to administer other representative settlements within the last five years including *Ayyad v. Powerschool Group, LLC*, Sacramento Superior Court Case No. 34-2022-00316882, *Galbraith v. Drybar Holdings LLC*, Los Angeles Superior Court Case No. 19STCV16305, and *Miller v. Red Robin International Inc.*, Northern District of California Case No. 3:22-cv-02574.

PAGA Case Management Order #1D(8)(b)

115. Attached hereto as Exhibit G is the Declaration of Kristen Stallings, which details Rust’s experience, the total amount of their fixed fee to administer the settlement, and how the fee

1 was calculated.
2

3 **I declare under penalty of perjury under the laws of the State of California and the laws**
4 **of the United States that the foregoing is true and correct. Executed on June 27, 2025, in**
5 **Baltimore, Maryland.**
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10 _____
11 Rebecca Peterson-Fisher
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EXHIBIT A



PARDELL, KRUYK
&
GIRIBALDO PLLC

Logan A. Pardell, Esq.
Email: lpardell@pkglegal.com

September 26, 2023

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

VIA CERTIFIED U.S. MAIL

Kim R. Myers
Nicole LeFave
c/o Raising Cane's USA, LLC
Littler Mendelson, PC
100 Congress Avenue, Suite 1400
Austin, TX 78701

Re: PAGA Notice of California Labor Code Claims against Raising Cane's USA, LLC

Dear PAGA Administrator:

Pardell, Kruzyk & Giribaldo, PLLC, represents Sarah Robertson, a former employee of Raising Cane's USA, LLC ("Raising Cane's"). Ms. Robertson was employed by Raising Cane's as an Operations Manager ("OM") from approximately March 2021 through November 2022.

As set forth below, Ms. Robertson alleges that Raising Cane's failed to pay her and other similarly-situated employees as required by California law. Specifically, Ms. Robertson alleges that Raising Cane's failed to pay OM's overtime for hours over 8 in a day or over 40 in a week.

Raising Cane's classifies OM's as exempt employees, not entitled to overtime premium pay for all overtime hours worked. While OM's are scheduled to work five ten-hour shifts per week, they often work many more hours than that. Moreover, OM's are unable to take their required meal and rest breaks throughout the day. When OM's do not receive their meal or rest breaks, Raising Cane's fails to pay them the required meal and rest break premiums, respectively. Despite knowing or having reason to know that OM's work substantial overtime hours and that OM's do not regularly take their meal or rest breaks, Raising Cane's does not pay OM's overtime wages for the overtime hours that they work, relying on the fact that they have classified OM's as overtime-exempt. This classification is improper because there are no applicable exemptions under California law that apply to OM's, particularly because OM's spend more than 50% of their workday performing non-exempt job duties.

Because Ms. Robertson is owed overtime compensation, she was not paid all of her wages upon termination. Further, her paystubs did not accurately reflect her hours worked.

This letter serves as notice of our intent to seek civil penalties pursuant to the Private Attorneys General Act (“PAGA”), Cal. Lab. Code §§ 2698 *et seq.*, on behalf of Ms. Robertson and similarly-situated OMs who worked for Raising Cane’s in the State of California at any time since August 31, 2022. Ms. Robertson alleges that Raising Cane’s violated numerous provisions of the California Labor Code, including, but not limited to: §§ 201-204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, and 1198, and provisions of the applicable Wage Order. Ms. Robertson will seek all applicable civil penalties on behalf of herself and all similarly-situated OMs, including but not limited to, penalties pursuant to the aforementioned statutes and California Labor Code §§ 226.3, 558.1, 1174.5, 2698 *et seq.*, and the applicable Wage Order.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through further review or informal or formal discovery, Ms. Robertson becomes aware of additional compensation or penalties owed to her and other current or former aggrieved employees or of additional claims against Raising Cane’s, she reserves the right to revise these facts and/or add any new claims by amending this letter.

Based on the foregoing, Ms. Robertson intends to file a civil action to pursue claims against Raising Cane’s and to seek PAGA remedies for these violations. Ms. Robertson respectfully requests that the Labor & Workforce Development Agency notify her if it intends to investigate the above allegations pursuant to PAGA.

Thank you for your attention to this matter. Please direct all communications and correspondence to our office going forward. If you have any questions, please do not hesitate to contact us at 561-726-8344.

Very truly yours,

A handwritten signature in black ink, appearing to read "Logan A. Pardell", written in a cursive style.

Logan A. Pardell

EXHIBIT B



PARDELL, KRUYK
&
GIRIBALDO PLLC

Logan A. Pardell, Esq.
Email: lpardell@pkglegal.com

February 26, 2024

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

VIA CERTIFIED U.S. MAIL

Stacey E. James
c/o Raising Cane's USA, LLC and
Raising Cane's Restaurants, LLC
Littler Mendelson, PC
501 W. Broadway, Suite 900
San Diego, CA 92101-3577

Re: PAGA Notice of California Labor Code Claims against Raising Cane's USA, LLC and Raising Cane's Restaurants, LLC

Dear PAGA Administrator:

Pardell, Kruzyk & Giribaldo, PLLC, and Katz Banks Kumin, LLP, represent William Douglas, a former employee of Raising Cane's USA, LLC and Raising Cane's Restaurants, LLC (collectively, "Raising Cane's"). Mr. Douglas was employed by Raising Cane's as an Operations Manager from approximately December 2019 through December 2023.

As set forth below, Mr. Douglas alleges that Raising Cane's failed to pay him and other similarly-situated employees as required by California law. Specifically, Mr. Douglas alleges that Raising Cane's failed to pay Operations Managers, including all salaried restaurant-level managers regardless of exact title (excluding General Managers) (collectively, "OMs"), overtime for hours over 8 in a day, over 12 in a day, or over 40 in a week. Mr. Douglas also alleges that Raising Cane's failed to reimburse OMs for all necessary business expenses they incurred on behalf of the Company.

Raising Cane's classifies OMs as exempt employees, not entitled to overtime premium pay for all overtime hours worked. While OMs are scheduled to work five ten-hour shifts per week, they often work many more hours than that, at times working more than twelve hours in a day. Moreover, OMs are unable to take their required meal and rest breaks throughout the day. When OMs do not receive their meal or rest breaks, Raising Cane's fails to pay them the required meal and rest break premiums, respectively. Despite knowing or having reason to know that OMs work

substantial overtime hours and that OMs do not regularly take their meal or rest breaks, Raising Cane's does not pay OMs overtime wages for the overtime hours that they work, relying on the fact that they have classified OMs as overtime-exempt. This classification is improper because there are no applicable exemptions under California law that apply to OMs, particularly because OMs spend more than 50% of their workday performing non-exempt job duties.

Raising Cane's also required OMs, including Mr. Douglas, to use their personal vehicles, personal cell phones and data plans, personal computers, and home utilities to perform work on behalf of the Company. Raising Cane's did not reimburse OMs for the necessary use of their personal vehicles, personal computers, and home utilities, and Raising Cane's did not fully reimburse OMs for the use of their cell phones and data plans.

Because Mr. Douglas is owed overtime compensation, meal and break premiums, and reimbursements for all necessary business expenses, he was not paid all of his wages upon termination. Further, his paystubs did not accurately reflect his hours worked.

This letter serves as notice of our intent to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2698 *et seq.*, on behalf of Mr. Douglas and similarly situated OMs who worked for Raising Cane's in the State of California but were not paid overtime for hours worked over 8 in a day, over 12 in a day, or over 40 in a week; provided meal or rest breaks, or paid the required meal and rest break premiums when they were not provided; paid all wages due upon termination; or were not reimbursed for all necessary business expenses that they incurred on behalf of the Company, or received paystubs that did not accurately reflect all hours worked, at any time since February 26, 2023. As set forth in this Notice, Mr. Douglas alleges that Raising Cane's violated numerous provisions of the California Labor Code, including, but not limited to: §§ 201-204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, as well as provisions of the applicable Wage Order. Mr. Douglas will seek all applicable civil penalties on behalf of himself and all similarly situated OMs, including but not limited to, penalties pursuant to the aforementioned statutes and California Labor Code §§ 226.3, 558.1, 1174.5, 2698 *et seq.*, and the applicable Wage Order.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through further review or informal or formal discovery, Mr. Douglas becomes aware of additional compensation or penalties owed to him and other current or former aggrieved employees or of additional claims against Raising Cane's, he reserves the right to revise these facts and/or add any new claims by amending this letter.

Based on the foregoing, Mr. Douglas intends to file a civil action to pursue claims against Raising Cane's and to seek PAGA remedies for these violations. Mr. Douglas respectfully requests that the Labor & Workforce Development Agency notify him if it intends to investigate the above allegations pursuant to PAGA.

California Labor and Workforce Development Agency

February 26, 2024

Page 3 of 3

Thank you for your attention to this matter. Please direct all communications and correspondence to our office going forward. If you have any questions, please do not hesitate to contact us at 561-726-8344.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Logan A. Pardell', with a stylized, flowing script.

Logan A. Pardell

EXHIBIT C

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs, Sarah Robertson and William Douglas (collectively, “Plaintiffs”), and Defendants Raising Cane’s USA, LLC and Raising Cane’s Restaurants, LLC (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendants captioned *Robertson, et al. v. Raising Cane’s USA, LLC, et al.* initiated on December 1, 2023 and pending in Superior Court of the State of California, County of Riverside, Case No. CIVRI2306468.
- 1.2. “Administrator” means Rust Consulting, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administrator Costs” means the Administrator’s reasonable fees and expenses incurred in administering the Settlement and in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Administrator Costs Payment” means the amount the Administrator will be paid from the Gross Settlement to reimburse for Administrator Costs.
- 1.5. “Aggrieved Employee” means an employee who worked in the exempt role of Operations Manager or a salaried restaurant-level employee who performed the same or similar duties, regardless of their exact title, for Defendants in California at any time from September 26, 2022 to December 31, 2024, with the exception of Plaintiffs.
- 1.6. “Aggrieved Employee 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. “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.
- 1.8. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.9. “Court” means the Superior Court of California, County of Riverside.
- 1.10. “Defendants” means named Defendants Raising Cane’s USA, LLC and Raising Cane’s Restaurants, LLC.

- 1.11. “Defense Counsel” means Littler Mendelson, P.C.
- 1.12. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Approval Order and (b) the Judgment is final and is no longer appealable. For the purposes of this Agreement, “final and no longer appealable” shall mean upon the later of: (i) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the approval order may be timely filed, and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the order approving the settlement passes, and no further review is requested; or (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the order approving the Settlement is requested, the day after the review is finally dismissed or denied with prejudice and/or no further review of the order can be requested.
- 1.13. “Gross Settlement Amount” means \$240,000.00, 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, and the Administrator Costs Payment.
- 1.14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.15. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.16. “LWDA” means the California Labor and Workforce Development Agency.
- 1.17. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).¹
- 1.18. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Costs Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments and the LWDA PAGA Payment.
- 1.19. “Notice of PAGA Settlement” means the Notice of Settlement of Private Attorneys General Act Claims (Cal. Lab. Code §§ 2698, *et seq.*) mailed to Aggrieved Employees with their Individual PAGA Payments.
- 1.20. “PAGA Counsel” means Katz Banks Kumin LLP and Pardell Kruzyk & Giribaldo, PLLC, the attorneys representing Plaintiffs in the Action.

¹ All references to the Private Attorneys General Act, Labor Code section 2698 *et seq.*, make reference to the PAGA provisions in the Labor Code that were in effect prior to July 1, 2024.

- 1.21. “PAGA Counsel Fees Payment” means the amount allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action, to be determined by application to the Court.
- 1.22. “PAGA Counsel Litigation Expenses Payment” means the amount allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action, to be determined by application to the Court.
- 1.23. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.24. “PAGA Period” means the period from September 26, 2022 to December 31, 2024.
- 1.25. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) in effect prior to July 1, 2024.
- 1.26. “PAGA Notice” means Plaintiffs’ letters to Defendants and the LWDA, dated September 26, 2023, November 30, 2023, and February 26, 2024, providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.27. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.28. “Plaintiffs” means Sarah Robertson and William Douglas, the named Plaintiffs in the Action.
- 1.29. “Released PAGA Claims” means the claims being released by Plaintiffs, PAGA Counsel, and the State of California as described in Section 5 below.
- 1.30. “Released Parties” means Defendants and their officers, directors, employees and agents.
- 1.31. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On December 1, 2023, Plaintiff Robertson commenced this Action by filing a Representative Action Complaint alleging causes of action against Defendants based on the claim that Defendants misclassified Aggrieved Employees as exempt, and therefore unlawfully denied them overtime pay, meal breaks, and rest breaks, and failed to issue accurate wage statements, failed to maintain requisite payroll records, and failed to pay all earned wages timely and upon termination of employment. On May 3, 2024, Plaintiffs filed a Second Amended Representative Action Complaint, which added Plaintiff Douglas as a named plaintiff and included claims for unreimbursed business expenses. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply

with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On November 12, 2024, the Parties participated in an all-day mediation presided over by Stephen M. Benardo, Esq., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, the Parties engaged in informal discovery in this Action, as well as formal discovery in the related individual arbitrations.
- 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other matters or actions asserting claims that will be extinguished or adversely affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendants promise to pay \$240,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Sections 1.12 and 4.3 of this Agreement. 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 33.33% which is currently estimated to be \$80,000.00 and PAGA Counsel Litigation Expenses Payment. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The 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 Fees 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 the Administrator: Plaintiffs shall request for an Administrator Costs Payment for

reimbursement of the Administrator Costs to be decided by bid which will be paid from the Gross Settlement Amount. Any unused funds of this cost allocation will revert to the Net Settlement Amount. The Administrator shall be responsible for the payment of all payments to the LWDA, to the Aggrieved Employees, to the Administrator for its own Administrator Costs, and to PAGA Counsel for the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment, and shall be responsible for all appropriate withholdings, disbursement of taxes, and compliance with all reporting obligations.

3.3. Payments from the Net Settlement Amount. In accordance with the Approval Order, the Administrator will make the following payments from the Net Settlement Amount:

3.3.1. To the LWDA: Seventy-five percent (75%) of the Net Settlement Amount shall be paid to the LWDA as the LWDA PAGA Payment.

3.3.2. To the Aggrieved Employees: Twenty-five percent (25%) of the Net Settlement Amount shall be allocated and paid to the Individual PAGA Payments.

3.3.2.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the Net Settlement Amount by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of their records to date, Defendants estimate there are 240 Aggrieved Employees who worked a total of 8,632 PAGA Pay Periods in the PAGA Period.

4.2. Aggrieved Employee Data. Within 14 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 the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover 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 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments along with a Notice of PAGA Settlement (attached hereto as Exhibit A), the LWDA PAGA Payment, the Administrator Costs Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and 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 along with a Notice of PAGA Settlement 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 (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 Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee 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, if requested by the Aggrieved Employee prior to 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.

- 5.1. Release by Plaintiffs: Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs and the State of California will release claims against all Released Parties as follows:

Plaintiffs and the State of California will release and discharge the Released Parties for any claims for civil penalties recoverable through PAGA that were actually alleged or that could have been alleged against the Released Parties based on the facts stated in the PAGA Notice and the Operative Complaint, including PAGA claims for civil penalties based on alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2800, 2802, California Code of Regulations, Title 8, Sections 11040(5)(A)-(B) and 11070(14), Wage Order 5, and for interest, attorneys' fees, and costs recoverable through a PAGA claim for violations of Labor Code provisions or other statutes that relate to the following causes of action alleged to have occurred during the PAGA Period:

- a. Any claims for alleged unpaid compensation or compensation paid at the incorrect rate of pay (including but not limited to minimum wages, overtime pay, double time pay, on-call, off-the-clock, incentive pay, sick pay, reporting time pay, etc.);
 - b. Any claims for alleged failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate of pay;
 - c. Any claim for alleged failure to authorize and permit rest breaks in accordance with the applicable California Wage Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate of pay;
 - d. Any claim for alleged failure to provide reimbursements for business related expenses, expressly including but not limited to cell phone use, mileage, and home office expenses;
 - e. Any claim for alleged failure to pay wages timely during employment or upon termination of employment; and
 - f. Any claim for alleged failure to provide all /accurate information required to be on wage statements or to maintain records required by the California Labor Code.
- 5.2. Effect of Release on Aggrieved Employees. Plaintiffs do not release any Aggrieved Employee's claim for wages or damages. The Aggrieved Employees do not waive claims for damages, interest, attorneys' fees, costs, or injunctive relief, including but not limited to restitution, directly under Labor Code statutes or any other provision of law that relates to the aforementioned causes of action, including but not limited to the Unfair Competition Law, whether in an administrative forum, arbitration, or civil action. The Parties agree that to the extent the LWDA has released the PAGA claims in connection with this Agreement, all Aggrieved Employees are barred by operation of the doctrine of *res judicata* from

pursuing the released PAGA claims in another action. The Aggrieved Employees will be issued a check for their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the PAGA Settlement and release of the PAGA claims set forth in this Paragraph. The releases contained in this Agreement shall not be impacted by whether the Aggrieved Employees ultimately cash or deposit their Individual PAGA Payments.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiffs shall prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subd. (f)(2) including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (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's firms attesting to the transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) 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.
- 6.2 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 June 4, 2025. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 6.3 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 on behalf of the Parties 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 on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.
- 6.4 Submission to LWDA. After the Court grants approval of the settlement, Plaintiffs will provide the LWDA with a copy of the Judgment which will include a list of the Aggrieved

Employees during the PAGA Period.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Rust Consulting, Inc. (“Rust”) to serve as the Administrator and verified that, as a condition of appointment, Rust agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 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.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, there are 240 Aggrieved Employees who worked 8,632 Pay Periods during the PAGA Period. If it is determined that the total number of Pay Periods collectively worked by the Aggrieved Employees during the PAGA Period is more than 12.5% greater than 8,632, then Defendants will have the option to either (i) allow the Gross Settlement Amount to increase on a pro rata basis above 12.5% to the extent the threshold is exceeded (*e.g.*, if the threshold referenced herein is exceeded by 13.5%, the Gross Settlement Amount will increase by one (1) percent), or (ii) shorten the end date of the PAGA Period such that the threshold is not exceeded – *i.e.*, such that there is not an increase in the number of pay periods of more than 12.5%.

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

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, 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 amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. 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 should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action 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 the Parties' willingness to settle the Action 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).
- 10.2 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.
- 10.3 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.
- 10.4 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 Agreement, 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 mediator, Stephen M. Benardo, Esq., and/or the Court for resolution.
- 10.5 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.
- 10.6 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.

- 10.7 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.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of 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.
- 10.11 No Media. No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the Action shall be made by Plaintiffs or PAGA Counsel at any time. This provision shall not apply to any publicly available information.
- 10.12 Confidentiality. Outside of Court filings and/or submissions to the LWDA, Plaintiffs shall not discuss the terms of the Settlement or the negotiations leading to settlement of the Action with any person other than their spouse, tax or financial advisor, or legal counsel, provided Plaintiffs inform any such individual that the information is confidential and any violation of this provision by such individual would constitute a violation by Plaintiffs. The Parties acknowledge and agree that all settlement negotiations have been in the course of or pursuant to mediation within the meaning of California Evidence Code section 1115(a) and all counsel who participated in mediation are required by law to keep all settlement negotiations confidential pursuant to Evidence Code section 1119(c). Notwithstanding the foregoing, the Parties acknowledge and agree that PAGA Case Management Order #1 filed December 12, 2023 requires PAGA Counsel to disclose to the Court certain information regarding the settlements of Plaintiffs' individual arbitrations, and that PAGA Counsel may disclose certain information in support of their motion for approval of the Settlement as agreed upon in the Parties' memorandum of understanding dated April 14, 2025.
- 10.13 Use and Return of Aggrieved Employee Data. Upon distribution of all settlement funds, PAGA Counsel shall destroy all confidential documents (i.e., all documents marked as "Confidential" by Defendants) related to the Action and this Settlement. Within 21 days of the distribution of all funds, PAGA Counsel shall confirm in writing that it has returned or destroyed all Defendants' confidential information, including any employee information and records and any and all time and/or payroll information that Defendants provided in discovery or exchanged informally related to the Aggrieved Employees, other than employees' personnel files and payroll records requested individually on those employees' behalf.

10.14 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.

10.15 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.

10.16 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 Plaintiffs:

Rebecca Peterson-Fisher
KATZ BANKS KUMIN LLP
150 California Street, 16th Floor
San Francisco, CA 94111
Tel: (415) 813-3260
Fax: (415) 813-2495
Email: peterson-fisher@katzbanks.com

To Defendants:

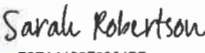
Stacey E. James
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Tel: (619) 232-0441
Fax.: (619) 232-4302
Email: sjames@littler.com

10.17 Agreement Signatures and Execution in Counterparts. This Agreement may be executed in one or more counterparts. Electronic signatures will have the full force and effect of a wet signature. 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.

10.18 Choice of Law. This Agreement is made under the laws of the State of California, without regard to otherwise applicable principles of conflicts of laws, whether of the State of California or any other jurisdiction. The Parties agree that the Court shall retain continuing jurisdiction over this case under Code of Civil Procedure section 664.6 to ensure the continuing implementation of the provisions of this Agreement.

10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the Action shall be stayed, except to effectuate the terms of this Agreement.

Dated: 6/13/2025

DocuSigned by:

72EA1130F9364B7...
Sarah Robertson, Plaintiff

Dated: 6/13/2025

DocuSigned by:

4D4EA1D9AF634F3...
William Douglas, Plaintiff

Dated: 6/13/2025

RAISING CANE'S USA, LLC and
RAISING CANE'S RESTAURANTS, LLC


By: Michael Burgoyne
Their: Authorized Signatory

EXHIBIT D

**NOTICE OF SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS
(CAL. LABOR CODE §§ 2698, *ET SEQ.*)**

You are receiving this notice and the enclosed payment because you have been identified as an exempt-classified Operations Manager or a restaurant-level salaried employee who performed the same or similar duties, and who worked for Defendants Raising Cane's USA, LLC or Raising Cane's Restaurants, LLC (collectively, "Defendants") in California between September 26, 2022 and December 31, 2024 ("Aggrieved Employee").

On December 1, 2023, Sarah Robertson filed a Representative Action Complaint in Riverside County Superior Court (the "Court"), Case No. CVRI2306468 (the "Lawsuit"), which was thereafter amended to include William Douglas as another named Plaintiff (collectively, "Plaintiffs") and the operative Complaint seeks to recover civil penalties pursuant to the California Private Attorneys General Act of 2004, codified at Labor Code sections 2698, *et seq.* ("PAGA"). The Lawsuit alleges that Aggrieved Employees were, among other things, misclassified as exempt employees and therefore not paid for overtime hours worked, were denied proper meal periods and rest breaks, incurred work-related expenses, including mileage, cell phone and home office expenses, without reimbursement, and as a result, Defendants failed to issue accurate wage statements, failed to maintain requisite payroll records, and failed to pay all earned wages timely and upon termination of employment. Defendants deny all of Plaintiffs' allegations and dispute all of Plaintiffs' claims.

Plaintiffs and Defendants reached a settlement of the claims for PAGA civil penalties alleged in the Lawsuit. As part of the settlement, in return for a total payment of \$240,000, Plaintiffs and the State of California release and discharge Defendants and their officers, directors, employees and agents (collectively "Released Parties") for any claims for civil penalties recoverable through PAGA that were actually alleged or that could have been alleged against the Released Parties based on the facts stated in the PAGA Notice and the Operative Complaint, including PAGA claims for civil penalties based on alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2800, 2802, California Code of Regulations, Title 8, Sections 11040(5)(A)-(B) and 11070(14), Wage Order 5, and for interest, attorneys' fees, and costs recoverable through a PAGA claim for violations of Labor Code provisions or other statutes that relate to the following causes of action alleged to have occurred during the PAGA Period:

- a. Any claims for alleged unpaid compensation or compensation paid at the incorrect rate of pay (including but not limited to minimum wages, overtime pay, double time pay, on-call, off-the-clock, incentive pay, sick pay, reporting time pay, etc.);
- b. Any claims for alleged failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate of pay;

- c. Any claim for alleged failure to authorize and permit rest breaks in accordance with the applicable California Wage Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate of pay;
- d. Any claim for alleged failure to provide reimbursements for business related expenses, expressly including but not limited to cell phone use, mileage, and home office expenses;
- e. Any claim for alleged failure to pay wages timely during employment or upon termination of employment; and
- f. Any claim for alleged failure to provide all/accurate information required to be on wage statements or to maintain records required by the California Labor Code.

This release does not preclude any Aggrieved Employee from asserting claims for damages, interest, attorneys' fees, costs, or injunctive relief, including but not limited to restitution, directly under Labor Code statutes or any other provision of law that relates to the aforementioned causes of action, including but not limited to the Unfair Competition Law, whether in an administrative forum, arbitration, or civil action.

The Court has not issued any decisions as to whether the claims have any merit. However, a settlement agreement was reached to avoid further time and expense of litigation, and a third-party settlement administrator, Rust Consulting, Inc., has been directed to send you the enclosed payment as part of the settlement agreement.

Pursuant to the settlement agreement, after attorneys' fees and costs and settlement administration costs are paid, and 75% of the remainder is paid to the LWDA, the amount to be distributed to the Aggrieved Employees, \$33,958.32, was divided by the total number of full pay periods, with partial pay periods rounded up to the next whole number, as determined by Defendants' records, worked by all Aggrieved Employees between September 26, 2022, and December 31, 2024. Each Aggrieved Employee's proportional share of the settlement is based upon the number of individual pay periods they worked for Defendants between September 26, 2022, and December 31, 2024. Your Individual Settlement Payment is provided with this Notice.

Please Note: The payment under this settlement may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your individual payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the appropriate tax forms pertaining to your payment.

You do not need to take any action. The enclosed payment concludes your involvement in the settlement agreement. However, if you have any questions or would like a copy of the settlement agreement approved by the Court, please contact the Settlement Administrator at (202) 379-8072. Please do not contact the Court.

EXHIBIT E



Outlook

Thank you for your Proposed Settlement Submission

From DIR PAGA Unit <no-reply@formassembly.com>

Date Fri 6/27/2025 7:06 PM

To Kelsey Woodford <Woodford@katzbanks.com>

06/27/2025 04:06:04 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-983990-23
Plaintiff for PAGA Case: Sarah Robertson
Filer/Attorney for PAGA Case: Logan Pardell
Law Firm for PAGA Plaintiff: Pardell, Kruzyk & Giribaldo, PLLC
Employer: Raising Cane's USA, LLC
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Superior Court Of The State Of California For The County Of Riverside
PAGA Court Case Number: CVRI2306468
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with Proposed Settlement on 06/27/2025 03:58:06 PM by Kelsey Woodford	Raising Cane's - Pltffs' Motion for Approval of PAGA Settlement.pdf	6/27/2025 10:58 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 06/27/2025 03:58:59 PM by Kelsey Woodford	Raising Cane's - Pltffs' Motion for Approval of PAGA Settlement.pdf	6/27/2025 10:59 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 06/27/2025 04:06:04 PM by Kelsey Woodford	Raising Cane's - Pltffs' Motion for Approval of PAGA Settlement.pdf	6/27/2025 11:06 PM	Proposed Settlement
Amended Notice Submitted on 11/30/2023 07:35:02 PM by Logan Pardell	11.30.23 - Raising Cane's - Amended PAGA Letter .pdf	12/1/2023 3:35 AM	Amended Notice
Court Complaint Submitted on 04/23/2025 06:42:36 AM by Jessica Westerman	231205 - Corrected Nunc Pro Tunc Representative Action Complaint.pdf	4/23/2025 1:42 PM	Court Complaint
Court Complaint Submitted on 04/23/2025 06:43:34 AM by Jessica Westerman	240411 - 1st Amended Complaint for Other Employment (Over \$25,000) of SARAH ROBERTSON.pdf	4/23/2025 1:43 PM	Court Complaint
PAGA Notice Submitted on 09/26/2023 08:33:59 PM by Logan Pardell	Raising Cane's - PAGA Letter.pdf	9/27/2023 3:34 AM	PAGA Notice
Proposed Settlement Submitted on 06/27/2025 03:58:06 PM by Kelsey Woodford	Raising Cane's - PAGA Settlement Agreement - fully executed.pdf	6/27/2025 10:58 PM	Proposed Settlement
Proposed Settlement Submitted on 06/27/2025 03:58:59 PM by Kelsey Woodford	Raising Cane's - PAGA Settlement Agreement - fully executed.pdf	6/27/2025 10:59 PM	Duplicate
Proposed Settlement Submitted on 06/27/2025 04:06:04			

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Attachment Name	Description	Date Submitted	Type
PM by Kelsey Woodford	Raising Cane's - PAGA Settlement Agreement - fully executed.pdf	6/27/2025 11:06 PM	Duplicate

EXHIBIT F

Expense Listing

Listing Order: Transaction Date, Client-Matter

Client: Catch-all Raising Cane's

Matter: Catch-all Raising Cane's

Date: through 6/27/2025

Code: All

Person: All

Responsible: All

Invoicing Status: Invoiced and Not Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
73359	04/30/2025	001503-000001	S	Thomson West- Online Research- Westlaw legal research		\$4.30	\$4.30
Transaction Listing Total:						\$4.30	\$4.30

Units Tally

Code	Description	Units	Our Cost	Client Cost
CARES	Online Research	0	\$4.30	\$4.30

Expense Listing

Listing Order: Transaction Date, Client-Matter

Client: Raising Cane's Class Action

Matter: Robertson et al v. Raising Cane's USA, LLC

Date: through 6/27/2025

Code: All

Person: All

Responsible: All

Invoicing Status: Invoiced and Not Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
3358	11/30/2023	004078-000001	S	Westlaw legal research	1	\$2.55	\$2.55
3476	12/05/2023	004078-000001	S	Filing fee	1	\$1,523.35	\$1,523.35
3328	12/12/2023	004078-000001	S	Filing fee	1	\$534.05	\$534.05
3381	12/18/2023	004078-000001	S	Filing fee	1	\$38.40	\$38.40
3473	12/28/2023	004078-000001	S	Filing fee	1	\$531.99	\$531.99
3574	12/28/2023	004078-000001	S	Filing fee	1	\$531.99	\$531.99
3485	12/29/2023	004078-000001	S	Filing fee	1	\$17.24	\$17.24
3527	01/06/2024	004078-000001	S	Filing fee	1	\$13.33	\$13.33
3636	01/08/2024	004078-000001	S	Filing fee	1	\$13.33	\$13.33
3265	01/31/2024	004078-000001	S	Westlaw legal research	1	\$68.92	\$68.92
3395	02/08/2024	004078-000001	S	OneLegal filing fee	1	\$81.07	\$81.07
3518	02/09/2024	004078-000001	S	Filing fee	1	\$322.66	\$322.66
3269	02/14/2024	004078-000001	S	OneLegal filing fee	1	\$15.39	\$15.39
3592	02/19/2024	004078-000001	S	Documents	1	\$52.50	\$52.50
3371	02/22/2024	004078-000001	S	Filing fee	1	\$7.00	\$7.00
3233	02/29/2024	004078-000001	S	OneLegal filing fee	1	\$19.30	\$19.30
3563	02/29/2024	004078-000001	S	Westlaw legal research	1	\$587.62	\$587.62
3635	03/06/2024	004078-000001	S	Document Reproduction	1	\$74.00	\$74.00
3303	03/08/2024	004078-000001	S	Filing fee	1	\$22.50	\$22.50
3337	03/11/2024	004078-000001	S	Filing fee	1	\$11.50	\$11.50
3560	03/18/2024	004078-000001	S	Research	1	\$82.50	\$82.50
3447	03/25/2024	004078-000001	S	InfoTrack	1	\$18.75	\$18.75
3486	03/25/2024	004078-000001	S	InfoTrack	1	\$518.75	\$518.75
3286	03/31/2024	004078-000001	S	Westlaw legal research	1	\$505.07	\$505.07
3340	04/02/2024	004078-000001	S	Filing fee	1	\$51.50	\$51.50
3351	04/02/2024	004078-000001	S	Filing fee	1	\$2.00	\$2.00
3557	04/08/2024	004078-000001	S	InfoTrack	1	\$18.75	\$18.75

Expense Listing

Listing Order: Transaction Date, Client-Matter

Client: Raising Cane's Class Action

Matter: Robertson et al v. Raising Cane's USA, LLC

Date: through 6/27/2025

Code: All

Person: All

Responsible: All

Invoicing Status: Invoiced and Not Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
3654	04/10/2024	004078-000001	S	Filing fee	1	\$0.00	\$0.00
3315	04/22/2024	004078-000001	S	InfoTrack	1	\$18.75	\$18.75
3602	04/24/2024	004078-000001	S	Filing fee	1	\$19.00	\$19.00
3483	04/26/2024	004078-000001	S	Professional fees	1	\$675.00	\$675.00
3606	04/26/2024	004078-000001	S	Professional fees	1	\$23.62	\$23.62
3471	04/30/2024	004078-000001	S	Westlaw legal research	1	\$177.03	\$177.03
3628	04/30/2024	004078-000001	S	PACER legal research (1/1/2024 to 3/31/2024)	1	\$9.50	\$9.50
3296	05/09/2024	004078-000001	S	Filing fee	1	\$21.50	\$21.50
3552	05/13/2024	004078-000001	S	Filing fee	1	\$18.00	\$18.00
3556	05/13/2024	004078-000001	S	Filing fee	1	\$13.00	\$13.00
3343	05/17/2024	004078-000001	S	InfoTrack	1	\$35.70	\$35.70
3369	05/31/2024	004078-000001	S	Filing fee	1	\$24.00	\$24.00
3591	05/31/2024	004078-000001	S	Westlaw legal research	1	\$38.52	\$38.52
3618	06/01/2024	004078-000001	S	Filing fee	1	\$79.75	\$79.75
3314	06/03/2024	004078-000001	S	Document Reproduction fee	1	\$138.00	\$138.00
3581	06/05/2024	004078-000001	S	Westlaw legal research	1	\$29.12	\$29.12
3264	06/14/2024	004078-000001	S	Filing fee	1	\$20.00	\$20.00
3540	06/17/2024	004078-000001	S	InfoTrack	1	\$19.75	\$19.75
3271	06/28/2024	004078-000001	S	Everlaw document management	1	\$20.00	\$20.00
3419	06/30/2024	004078-000001	S	Westlaw legal research	1	\$16.44	\$16.44
3267	07/02/2024	004078-000001	S	Filing fee - date said 5/28/202 which is not correct, I changed it to 7/2/24 per the audit trail	1	\$94.00	\$94.00
3341	07/18/2024	004078-000001	S	InfoTrack	1	\$20.75	\$20.75
3672	07/18/2024	004078-000001	S	InfoTrack	1	\$20.75	\$20.75
3342	07/31/2024	004078-000001	S	Filing fee	1	\$50.00	\$50.00
3344	07/31/2024	004078-000001	S	Westlaw legal research	1	\$176.19	\$176.19
3659	07/31/2024	004078-000001	S	Westlaw legal research	1	\$224.14	\$224.14
3466	08/31/2024	004078-000001	S	Document reproduction	1	\$6.00	\$6.00

Expense Listing

Listing Order: Transaction Date, Client-Matter

Client: Raising Cane's Class Action

Matter: Robertson et al v. Raising Cane's USA, LLC

Date: through 6/27/2025

Code: All

Person: All

Responsible: All

Invoicing Status: Invoiced and Not Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
3608	08/31/2024	004078-000001	S	Filing fee	1	\$113.00	\$113.00
3308	09/12/2024	004078-000001	S	Filing fee	1	\$360.50	\$360.50
3514	09/16/2024	004078-000001	S	Filing fee	1	\$13.50	\$13.50
3551	09/18/2024	004078-000001	S	InfoTrack	1	\$28.75	\$28.75
3653	09/30/2024	004078-000001	S	Westlaw legal research	1	\$11.72	\$11.72
3526	10/02/2024	004078-000001	S	Filing fee	1	\$3.00	\$3.00
3547	10/08/2024	004078-000001	S	Filing fee	1	\$91.50	\$91.50
3231	10/09/2024	004078-000001	S	Filing fee	1	\$8.50	\$8.50
3647	10/15/2024	004078-000001	S	Alternative Resolution Centers, LLC	1	\$2,200.00	\$2,200.00
3282	10/31/2024	004078-000001	S	Westlaw legal research	1	\$150.79	\$150.79
3535	10/31/2024	004078-000001	S	Research	1	\$2.30	\$2.30
3234	11/04/2024	004078-000001	S	Transcript	1	\$20.00	\$20.00
3268	11/11/2024	004078-000001	S	Meal	1	\$26.09	\$26.09
3274	11/11/2024	004078-000001	S	Air fare	1	\$207.96	\$207.96
3305	11/11/2024	004078-000001	S	In-flight wifi	1	\$8.00	\$8.00
3316	11/11/2024	004078-000001	S	Airport parking	1	\$84.00	\$84.00
3414	11/11/2024	004078-000001	S	Taxi	1	\$74.65	\$74.65
3588	11/11/2024	004078-000001	S	Hotel	1	\$301.28	\$301.28
3630	11/11/2024	004078-000001	S	Taxi	1	\$72.40	\$72.40
3291	11/12/2024	004078-000001	S	Meal	1	\$53.92	\$53.92
3418	11/12/2024	004078-000001	S	Hotel	1	\$212.86	\$212.86
3432	11/13/2024	004078-000001	S	Lyft	1	\$13.14	\$13.14
3555	11/13/2024	004078-000001	S	Meal	1	\$18.12	\$18.12
3513	11/19/2024	004078-000001	S	Pansky Markle Attorneys at Law	1	\$384.68	\$384.68
3367	11/21/2024	004078-000001	S	Hotel	1	\$179.26	\$179.26
3562	11/21/2024	004078-000001	S	Air fare	1	\$381.58	\$381.58
3587	11/21/2024	004078-000001	S	Hotel	1	\$387.90	\$387.90

Expense Listing

Listing Order: Transaction Date, Client-Matter

Client: Raising Cane's Class Action

Matter: Robertson et al v. Raising Cane's USA, LLC

Date: through 6/27/2025

Code: All

Person: All

Responsible: All

Invoicing Status: Invoiced and Not Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
3219	11/30/2024	004078-000001	S	Westlaw legal research	1	\$19.28	\$19.28
72582	01/13/2025	004078-000001	S	InfoTrack- Filing Fee- efilng		\$22.30	\$22.30
72938	02/28/2025	004078-000001	S	Thomson West- Online Research- Westlaw legal research		\$11.47	\$11.47
72727	03/12/2025	004078-000001	S	Everlaw- Document Management-		\$128.40	\$128.40
72884	03/31/2025	004078-000001	S	InfoTrack- Filing Fee-		\$32.30	\$32.30
73565	06/24/2025	004078-000001	S	Everlaw- Document Management-		\$128.40	\$128.40
Transaction Listing Total:						\$13,406.07	\$13,406.07

Units Tally

Code	Description	Units	Our Cost	Client Cost
CACOPY	Outside Copies	4	\$270.50	\$270.50
CADOCS	Document Management	0	\$256.80	\$256.80
CAEXPC	Expert Consultant	1	\$384.68	\$384.68
CAFFEE	Filing Fee	42	\$5,421.15	\$5,421.15
CAMISC	Miscellaneous	3	\$706.62	\$706.62
CAMSV	Mediation Services	1	\$2,200.00	\$2,200.00
CARES	Online Research	17	\$2,133.16	\$2,133.16
CATRAN	Transcripts	1	\$20.00	\$20.00
CATRVL	Travel Expense	13	\$2,013.16	\$2,013.16

EXHIBIT G

1 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
2 **FOR THE COUNTY OF RIVERSIDE**
3

4 SARAH ROBERTSON and WILLIAM) Case No.: CVRI2306468
5 DOUGLAS, on behalf, on behalf of all those)
6 similarly situated to them,)
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17 **DECLARATION OF KRISTEN STALLINGS IN SUPPORT OF MOTION OF**
18 **PLAINTIFFS' MOTION FOR APPROVAL**

19 I, Kristen Stallings, hereby declare,

20 1. I am a Senior Vice President for Rust Consulting, Inc. ("Rust"). My business address is 920
21 Second Avenue S, Suite 400, Minneapolis, MN 55402. My telephone number is (202) 379-8072. I
22 am over twenty-one years of age and am authorized to make this declaration on behalf of Rust and
23 myself.

24 2. Rust is being engaged by Counsel to provide settlement notice and administration services
25 for the above-referenced settlement, *Robertson v. Raising Cane's USA, LLC*. I submit this
26 declaration in support of Plaintiffs' Motion for Preliminary Approval, which addresses Section 8.b.
27 of the Court's Case Management Order. Specifically, Rust's experience as an administrator, and
28

1 details regarding the fee to be charged for the administration (e.g. fixed or hourly or hourly with a
2 cap, and how the fee was calculated).

3 **EXPERIENCE**

4 3. Rust has extensive experience in class action matters, having provided services in class
5 action settlements involving antitrust, securities fraud, property damage, employment
6 discrimination, employment wage and hour, product liability, insurance and consumer issues. We
7 have provided notification and/or claims administration services in more than 9,000 projects. Of
8 these, approximately 4,000 were wage and hour matters. Rust's Qualifications Summary is attached
9 as Exhibit A.

10 **FEES**

11 4. Based on the information provided by Counsel and the anticipated, required services to
12 deliver the notice and settlement administration, we anticipate a flat, "not to exceed" fee of \$7,000.

13 5. This fee is based on the requested services and the associated, anticipated volume for
14 delivery of those services. Our fees are a mixture of hard costs and hourly fees.

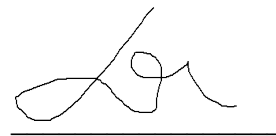
15 6. Specifically, this "not to exceed" fee is based on the following assumptions and services:

- 16 a. Receiving data for approximately 240 Aggrieved Employees ("AEs").
- 17 b. Establishing a Qualified Settlement Fund ("QSF"), serving as Trustee of the
18 settlement fund, acting as a fiduciary with respect to its handling, management, and
19 distribution, and handling tax reporting obligations for the QSF.
- 20 c. Establishing a PO Box and Call Center (with live agents during business hours) to
21 field questions by AEs.
- 22 d. Sending a notice package via First Class Mail—inclusive of the notice and check—to
23 all AEs.
 - 24 i. Check payments total 25% of the Net Settlement Fund.
 - 25 ii. Confirming the accuracy of AEs' addresses through the United States Postal
26 Service's National Change of Address database, ascertaining current address
27 and addressee information for each Notice packet returned as undeliverable,

1 and re-mailing of Notice where new contact information is obtained or if AEs
2 request re-mailing.

- 3 e. Managing all 1099 tax reporting and providing all AEs with 1099 forms (included
4 within their settlement check).
- 5 f. Wiring Plaintiffs' Counsel the approved amount of attorneys' fees and costs and
6 reporting the payment of these fees, expenses and costs on an IRS Form 1099.
- 7 g. Remitting 75% of the Net Settlement Fund to the California Labor and Workforce
8 Development Agency ("LWDA").
- 9 h. Confirming to Plaintiffs' and Defendant's Counsel the completion of the
10 administration of the settlement and retaining copies of all endorsed settlement
11 checks.
- 12 i. Distributing, after the end of the claims period and after deduction of all sums as
13 directed in the Settlement Agreement and the Settlement Administrator's approved
14 fees and expenses, all unclaimed funds from the settlement to the California
15 Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 16

17 I declare under penalty of perjury that the above is true and correct to the best of my knowledge and
18 that this Declaration was executed on the 5th day of June, 2025.

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22 Kristen Stallings
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