

1 Arrash T. Fattahi (SBN 333676)
2 arrash.fattahi@wilshirelawfirm.com

3 Lisa B. Iturriaga (SBN 339678)
4 lisa.iturriaga@wilshirelawfirm.com

5 Arman A. Salehi (SBN 351112)
6 arman.salehi@wilshirelawfirm.com

7 **WILSHIRE LAW FIRM, PLC**

8 660 S. Figueroa Street, Sky Lobby

9 Los Angeles, California 90017

10 Telephone: (213) 381-9988

11 Facsimile: (213) 381-9989

12 Attorneys for Plaintiff

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF SACRAMENTO**

15 ROSS PHILLIPS, individually, and on behalf of
16 all others similarly situated,

17 *Plaintiff,*

18 v.

19 KING'S CASINO MANAGEMENT CORP., a
20 California corporation; and DOES 1 through 10,
21 inclusive,

22 *Defendants.*

Case No.: 23CV007240

Assigned for all purposes to:

Hon. Lauri A. Damrell

Dept. 22

**DECLARATION OF ARRASH T. FATTAHI
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: September 19, 2025

Time: 9:00 a.m.

Dept: 22

Complaint Filed: August 22, 2023

Trial Date: Not set

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1. I am admitted, in good standing, to practice as an attorney in the State of California, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Junior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Ross Phillips (“Plaintiff”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code § 2699, *et seq.*) representative action. Plaintiff and putative class members worked as non-exempt, hourly-paid employees for Defendant King’s Casino Management Corp. (“Defendant,” and together with Plaintiff, the “Parties”) in the state of California during the class period. Defendant operates Stones Gambling Hall (a dba of King’s Casino), a Sacramento-area poker and card room. The business holds two licenses – The “Tavern,” offering California table games such as Baccarat, Three Card Poker, and Blackjack, and The “Saloon,” offering various games of poker. Stones Gambling Hall operates 24/7 and there is an on-site 24/7 dining facility, Sammy’s Restaurant + Bar.

4. On August 22, 2023, Plaintiff filed a putative wage and hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods;

(5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) violation of Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*). On September 22, 2023, Plaintiff sent a notice to Defendant and the California Labor & Workforce Development Agency (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA. Attached as **Exhibit 1** is a true and correct copy of the initial PAGA letter sent to the LWDA. Plaintiff intends on filing a First Amended Class & Representative Action Complaint (*see* **Exhibit 2**) in this action adding a cause of action under the PAGA.

DISCOVERY AND INVESTIGATION

5. Following the filing of the initial complaint, the Parties exchanged documents and information before mediating this action. Defendant produced a sampling of timekeeping and payroll records for the class members. Defendant also provided a significant number of documents of its wage and hour policies and practices during the class and PAGA periods, exemplar wage statements, Plaintiff’s personnel file, information regarding the total number of current and former employees, and total number of workweeks and pay periods during the relevant period, and other requested information in its informal discovery responses.

6. After reviewing documents regarding Defendant’s wage and hour policies and practices and analyzing Defendant’s timekeeping and payroll records, Class Counsel was able to evaluate the probability of class certification and success on the merits and assess Defendant’s maximum monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Class Counsel reviewed these records and utilized an expert to prepare a damages analysis prior to mediation.

SETTLEMENT NEGOTIATIONS

7. On September 5, 2024, the Parties participated in a private mediation with experienced class action mediator, Eve Wagner. The settlement negotiations were at arm’s length and, although conducted in a professional manner, were adversarial. The Parties went into mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached.

1 8. After extensive negotiations and discussions regarding the strengths and
2 weaknesses of Plaintiff's claims and Defendant's defenses, the Parties were able to reach a
3 resolution, the material terms of which are encompassed within the Settlement Agreement.
4 Attached as **Exhibit 3** is a true and correct copy of the Class Action and PAGA Settlement
5 Agreement, Release and Class Notice ("Settlement Agreement"). The Parties spent the next
6 several months negotiating the terms of the Settlement, which was finalized in July of 2025. The
7 negotiations were adversarial, conducted at arm's length and tempered by the efforts of both sides
8 to serve the interests of their clients.

9 9. Class Counsel submitted the proposed Settlement to the LWDA before filing the
10 Motion for Preliminary Approval. Attached as **Exhibit 4** is a true and correct copy of the
11 confirmation of submission to the LWDA.

12 10. For settlement administration, the Parties accepted the bid of ILYM Group, Inc.
13 ("ILYM"). ILYM has multiple years of experience in the field of Class Action Administration,
14 particularly in the wage and hour arena. In its bid, ILYM agreed to cap its costs at \$12,550.00 if
15 there are 1,100 class members.

16 11. No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone
17 employed at the law firm) has any interest, financial or otherwise, in the proposed third-party
18 administrator, ILYM. No one at Wilshire Law Firm, PLC has any actual or potential conflict of
19 interest with any class member. No one at Wilshire Law Firm, PLC has any interest in the *cy pres*
20 recipient, WEAVE, Inc.

21 12. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in
22 this case.

23 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

24 13. Class Counsel has conducted a thorough investigation into the facts of this case.
25 Based on the foregoing discovery and their own independent investigation and evaluation, Class
26 Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best
27 interests of the Settlement Class Members in light of all known facts and circumstances, the risk
28 of significant delay, the defenses that could be asserted by Defendant both to certification and on

1 the merits, trial risk, and appellate risk.

2 14. Based on an analysis of the facts and legal contentions in this case, documents and
3 information from Defendant, I evaluated Defendant's maximum exposure. I took into account the
4 risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are
5 certified. After using the data Defendant provided, including class member timekeeping and
6 payroll records, as well as class member demographics (i.e., the number of class members,
7 workweeks, and average total compensation of the class), with the assistance of a statistics expert,
8 I created a damages model to evaluate the realistic range of potential recovery for the class. The
9 damages model is based on the following benchmarks:

10 Total Class Members: 1,078

11 Terminated Class Members during 3-year statute of limitations period: 653

12 Total Workweeks: 66,000

13 PAGA Pay Periods: 14,071

14 PAGA Eligible Employees: 680

15 Avg. Hourly Rate: \$15.41

16 15. Based on Plaintiff's discovery and investigation, Class Counsel reached the
17 conclusion that Defendant: failed to pay class members for all hours worked, including minimum,
18 straight time, and overtime wages, by requiring employees to work off-the-clock; had a policy and
19 practice of not providing its employees with California compliant meal and rest periods which it
20 did not pay appropriate premiums for; and failed to reimburse its employees for business-related
21 expenses. Defendant denies these claims.

22 16. Plaintiff alleges that Defendant failed to pay for all hours worked, including
23 minimum, straight time, and overtime wages, by requiring class members to work off-the-clock,
24 unpaid. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff
25 and the Class, I estimate that Defendant's maximum potential exposure by assuming that all unpaid
26 work time should have been paid at the overtime rate, and I assumed that Defendant is liable for 1
27 hour of unpaid worktime per workweek. This results in an estimate of approximately
28 \$1,525,590.00 (66,000 workweeks x \$15.41 hourly rate x 1.5 overtime rate x 1.0 hour of unpaid

work per workweek), but I applied a risk discount based on a 40% chance of succeeding at class certification and a 40% chance of succeeding at trial on the merits because liability depends on whether Defendant knew or should have known that class members were working off-the-clock, yielding a realistic damage estimate of approximately \$244,094.40 ($\$1,525,590.00 \times 40\% \times 40\%$).

17. With respect to the meal period claim, Plaintiff alleges that Defendant required him and similarly situated class members to either work in lieu of taking meal periods, or their meal periods were untimely or interrupted. My expert analyzed Defendant's timekeeping records and found that approximately 10.2% of all shifts over 5 hours had meal break violations consisting of short, late, or missed meal periods. Therefore, potential liability for the meal period claim is approximately \$455,437.99 (289,752 shifts x \$15.41 hourly rate x 910.2% violation rate). After taking into account the difficulty of certifying and proving meal period claims, as well as Defendant's contention that class members had signed meal period waivers, I discounted this figure based on a 40% chance of succeeding at class certification and a 30% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$54,652.56 ($\$455,437.99 \times 40\% \times 30\%$).

18. With respect to the rest period claim, Plaintiff alleges that Defendant required him and similarly situated class members to work in lieu of taking rest periods, remain on-call and/or remain on premises during their rest periods or their rest periods were interrupted. Assuming a 50% violation rate for the class period based on Plaintiff's and other class members' experience working for Defendant, Defendant's potential liability for the rest period claim is approximately \$2,232,539.16 (289,752 shifts x \$15.41 hourly rate x 50% violation rate); however, I discounted this figure to account for the difficulty of certifying and proving rest period claims, particularly because rest periods do not have to be recorded, and to account for the possibility of Class Members voluntarily choosing to forego a rest period. Because this claim would have relied exclusively on Class Member testimony, I discounted this claim based on a 30% chance of succeeding at class certification and a 20% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$133,952.35 ($\$2,232,539.16 \times 30\% \times 20\%$).

19. Plaintiff further alleges that Defendant failed to reimburse necessary business expenses. Defendant's employees (including Plaintiff) were frequently required to: use their

1 personal cell phones to communicate with their managers and supervisors about work-related
2 duties; use their personal vehicles for work-related purposes; and purchase specific work attire.
3 For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff and the
4 Class, I estimated that Defendant was liable to each class member for \$50 per month, or \$12.50
5 per workweek, in unreimbursed expenses, for a total amount of approximately \$825,000.00
6 (\$12.50 x 66,000 workweeks); however, I discounted this figure based on an evaluation of a 30%
7 chance of succeeding at class certification and a 30% chance of succeeding at trial to account for
8 the difficulty of certifying and proving expense reimbursement claims, yielding a realistic damage
9 estimate of approximately \$74,250.00 (\$825,000.00 x 30% x 30%).

10 20. In sum, I estimated that Plaintiff's maximum recovery for the off-the-clock claim,
11 meal period violations, rest period violations, and failure to reimburse expenses is approximately
12 \$5.04 million, but, after factoring in the risk and uncertainty of prevailing at certification and trial,
13 I estimate that Plaintiff's realistic estimated recovery for the non-penalty claims is approximately
14 \$506,949.31.

15 21. With respect to Plaintiff's derivative claims for statutory and civil penalties,
16 Plaintiff estimated that Defendant's realistic potential liability is approximately \$296,367.82.
17 While Defendant's maximum potential liability for waiting time penalties is approximately
18 \$2,052,796.92 (653 employees x \$15.41 hourly rate x 6.8 hours x 30 days) based on approximately
19 653 terminated class members during the 3-year statute of limitations period, approximately
20 \$2,720,000.00 (680 employees x \$4,000 max) for inaccurate wage statements based on
21 approximately 680 class members who worked during the 1-year statute of limitations period, and
22 approximately \$1,407,100.00 for PAGA violations based on the Court assessing a \$100 penalty
23 for initial violations for all 14,071 pay periods within PAGA period, I believe that it would be
24 unrealistic to expect the Court to award the full approximately \$6.18 million in penalties given
25 Defendant's defenses, the contested nature of Plaintiff's claims, and the discretionary nature of
26 penalties. Considering that the underlying claims are realistically estimated to be approximately
27 \$506,949.31, such a disproportionate award would also raise due process concerns. As such, I
28 discounted these figures to account for the risk and uncertainty of prevailing at trial, resulting in a

1 realistic evaluation of approximately \$123,167.82 ($\$2,052,796.92 \times 30\% \times 20\%$) for waiting time
2 penalty claims, approximately \$163,200.00 ($\$2,720,000.00 \times 30\% \times 20\%$) for wage statement
3 penalty claims, and \$10,000.00 for PAGA, or approximately \$296,367.82 for statutory and civil
4 penalties.

5 22. Using these estimated figures, Plaintiff predicted that the realistic maximum
6 recovery for all claims, including penalties, would be approximately \$803,317.13. This means that
7 the \$795,000.00 settlement figure represents 98.9% of the realistic maximum recovery
8 ($\$795,000.00 / \$803,317.13 = 98.9\%$). Considering the risk and uncertainty of prevailing at class
9 certification and at trial, this is an excellent result for the Class (particularly because of Defendant's
10 contention that Class Members signed arbitration agreements).¹ Indeed, because of the proposed
11 Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an
12 unfavorable judgment.

13 23. While Plaintiff is confident in the merits of his claims, a legitimate controversy
14 exists as to each cause of action. Plaintiff also recognizes that proving the amount of wages due
15 to each class member would be an expensive, time-consuming, and uncertain proposition.

16 24. This Settlement avoids the risks and the accompanying expense of further litigation.
17 Although the Parties had engaged in a significant amount of investigation, informal discovery and
18 class-wide data analysis, the Parties had not yet completed formal written discovery. Plaintiff
19 intended to depose corporate officers and managers of Defendant. Moreover, preparation for class
20 certification and a trial remained for the Parties, as well as the prospect of appeals in the wake of
21 a disputed class certification ruling for Plaintiff and/or adverse summary judgment ruling. Had the
22 Court certified any claims, Defendant could move to decertify the claims. As a result, the Parties
23 would incur considerably more attorneys' fees and costs through trial.

24 25. The Net Settlement Amount available for settlement payments is estimated to be

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26 ¹ See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019) 2019 WL 3943859 at
27 *8 (granting preliminary approval where the proposed allocation to settle class claims was between 9.53 percent of
28 Plaintiffs' maximum recovery); *Bravo v. Gale Triangle, Inc.* (C.D. Cal. Feb 16, 2017) 2017 WL 708766 at * 10
(finding that "a settlement for fourteen percent recovery of Plaintiffs' maximum recovery is reasonable"); *In re*
Omnivision Techs., Inc. (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1042 (approving settlement amount that "is just over
9% of the maximum potential recovery asserted by either party.").

1 approximately \$462,450.00 for a class of 1,078 persons.² As a result, each Settlement Class
2 Member is eligible to receive an average net benefit of approximately \$428.99.

3 26. The proposed Settlement of \$795,000.00, therefore, represents a substantial
4 recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks
5 of litigation, the uncertainties involved in achieving class certification, the burdens of proof
6 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the
7 settlement amount of \$795,000.00 is well within the "ballpark" of reasonableness, and preliminary
8 settlement approval is appropriate.

9 SERVICE AWARD FOR PLAINTIFF IS REASONABLE

10 27. Class Counsel represent that Plaintiff devoted a great deal of time and work assisting
11 counsel in the case, communicated with counsel very frequently for litigation and to prepare for
12 mediation, and was frequently in contact with Class Counsel during the mediation. Plaintiff's
13 requested service award is reasonable, particularly in light of the substantial benefits Plaintiff
14 generated for all class members.

15 28. Throughout this litigation, Plaintiff, who is a former employee of Defendant, has
16 cooperated immensely with my office and has taken many actions to protect the interests of the
17 class. Plaintiff provided valuable information regarding the off-the-clock, meal period, and rest
18 period claims. Plaintiff also informed my office of developments and information relevant to this
19 action, participated in decisions concerning this action, and made himself available to answer
20 questions during the mediation. Plaintiff provided my office with documents regarding the claims
21 alleged in this action. The information and documentation provided by Plaintiff was instrumental
22 in establishing the wage and hour violations alleged in this action, and the recovery provided for
23 in the Settlement Agreement would have been impossible to obtain without Plaintiff's
24 participation.

25 29. At the same time, Plaintiff faced many risks in adding himself as the class
26 representative in this matter. Plaintiff faced actual risks with his future employment, as putting

27 ² The Net Settlement Amount is: \$795,000.00 minus, \$265,000.00 for Class Counsel's attorneys' fees, minus
28 \$35,000.00 for Class Counsel's litigation expenses, minus \$12,550.00 in administration costs, minus \$10,000.00 for
the PAGA payment, and minus \$10,000.00 for the Service Award to Plaintiff.

1 himself on public record in an employment lawsuit could also very well affect his likelihood for
2 future employment.

3 30. In turn, class members will now have the opportunity to participate in a settlement,
4 reimbursing them for alleged wage violations they may have never known about on their own or
5 been willing to pursue on their own. If these class members would have each tried to pursue their
6 legal remedies on their own, that would have resulted in each having to expend a significant amount
7 of their own monetary resources and time, which were obviated by Plaintiff putting himself on the
8 line on behalf of these other class members.

9 31. In the final analysis, this class action would not have been possible without the aid
10 of Plaintiff, who put his own time and effort into this litigation and placed himself at risk for the
11 sake of the class members. The requested service payment for Plaintiff for his service as the class
12 representative is a relatively small amount of money when the time and effort put into the litigation
13 are considered, and in comparison to enhancements granted in other class actions. The requested
14 service award is therefore reasonable to compensate Plaintiff for his active participation in this
15 lawsuit.

16 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

17 32. The Settlement provides for attorneys' fees payable to Class Counsel in an amount
18 up to one-third (1/3) of the Settlement Amount, for a maximum fees award of \$265,000.00, plus
19 actual costs and expenses not to exceed \$35,000.00. The proposed award of attorneys' fees to
20 Class Counsel in this case can be justified under either method – lodestar or percentage recovery.
21 Class Counsel intends to provide justification of their requested attorneys' fees and costs at final
22 approval.

23 33. I am informed and believe that the fee and costs provision is reasonable. The fee
24 percentage requested is less than that charged by my office for most employment cases. My office
25 invested significant time and resources into the case, with payment deferred to the end of the case,
26 and then, of course, contingent on the outcome.

27 34. It is further estimated that my office will need to expend at least another 50 to 100
28 hours to monitor the process leading up to the final approval and payments made to the class. My

1 office also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

2 35. The risk to my office has been very significant, particularly if we would not be
3 successful in pursuing this class action. In that case, we would have been left with no compensation
4 for all the time taken in litigating this case. The contingent risk in these types of cases is very real
5 and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other
6 cases which could have resulted in a larger, and less risky, monetary gain.

7 36. Because most individuals cannot afford to pay for representation in litigation on an
8 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a
9 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
10 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is
11 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
12 her case, we cannot afford to represent an individual employee on a contingency basis if, at the
13 end of our representation, all we are to receive is our regular hourly rate for services. It is essential
14 that we recover more than our regular hourly rate when we win if we are to remain in practice so
15 as to be able to continue representing other individuals in civil rights employment disputes.

16 MY EXPERIENCE AND QUALIFICATIONS

17 37. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World
18 Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over
19 120 attorneys and over 600 total employees. Wilshire Law Firm, PLC is actively and continuously
20 practicing in employment litigation, representing employees in both individual and class actions
21 in both state and federal courts throughout California.

22 38. Wilshire Law Firm, PLC is qualified to handle this litigation because its attorneys
23 are experienced in litigating Labor Code violations in both individual, class action, and
24 representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling,
25 numerous wage and hour class action lawsuits, as well as class actions involving consumer rights
26 and data privacy litigation.

27 39. I graduated from the University of California, Los Angeles with a Bachelor of Arts
28 in Political Science, *summa cum laude*. I received my Juris Doctor from The George Washington

1 University Law School. During law school, I was a member of the student editorial board for the
2 Federal Circuit Bar Journal.

3 40. My practice is focused on advocating for the rights of consumers and employees in
4 class action litigation. I am currently the managing attorney in charge of litigating several class
5 action cases in state and federal courts in California.

6 41. As the attorney responsible for day-to-day management of this matter at the
7 Wilshire Law Firm, PLC, I have over four years of experience litigating wage and hour class
8 actions. Over the past four plus years, I have managed and assisted with the litigation and
9 settlement of several wage and hour class actions. In those class actions, I performed similar tasks
10 as those performed in the course of prosecuting this action.

11 42. I was selected as a “Southern California Rising Star” in 2025.

12 43. My current contingent billing rate of \$750 per hour is consistent with the legal
13 market, accepted hourly rates, and my expertise and knowledge as it pertains to wage and hour
14 matters. Below is a non-exhaustive list of the cases where I have been appointed as class counsel
15 in my own right (as opposed to being part of a firmwide appointment of counsel):

- 16 a. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357;
17 Motion for Final Approval granted on January 31, 2023.
- 18 b. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No.
19 MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- 20 c. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987;
21 Motion for Final Approval granted on May 3, 2023.
- 22 d. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-
23 CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- 24 e. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-
25 2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30,
26 2023.
- 27 f. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No.
28 CV-21-000544; Motion for Final Approval granted on August 11, 2023.

- 1 g. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No.
2 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- 3 h. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No.
4 CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- 5 i. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No.
6 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- 7 j. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787;
8 Motion for Final Approval granted on November 2, 2023.
- 9 k. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-
10 CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.
- 11 l. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino
12 County, Case No. CIVSB2124721; Motion for Final Approval granted on
13 February 1, 2024.
- 14 m. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520;
15 Motion for Final Approval granted on February 22, 2024.
- 16 n. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No.
17 CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- 18 o. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case
19 No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- 20 p. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No.
21 23CV00951; Motion for Final Approval granted on July 11, 2024.
- 22 q. *Snell v. Shasta Community Health Center*, Shasta County, Case No. CVCV22-
23 199416; Motion for Final Approval granted on November 12, 2024.
- 24 r. *Arce v. Sammy's Woodfired Pizza*, San Diego County, Case No. 37-2023-
25 00037670-CU-OE-CTL; Motion for Final Approval granted on January 10, 2025.
- 26 s. *Ochoa, et al. v. La Tavola, LLC*, Napa County, Case No. 22CV000862; Motion
27 for Final Approval granted on January 23, 2025.
- 28 t. *Brown, et al. v. Fidelity Security Services, Inc.*, Los Angeles County, Case No.

21STCV31617; Motion for Final Approval granted on January 28, 2025.

u. *Torres v. Lupton Excavation, Inc.*, Sacramento County, Case No. 34-2022-00317401-CU-OE-GDS; Motion for Final Approval granted on April 18, 2025.

v. *Peterson v. PJ Printers*, Orange County, Case No. 30-2022-01247546-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.

w. *Harris v. D&D Gear Incorporated dba Absolute Technologies, Inc.*, Orange County, Case No. 30-2021-01222330-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.

x. *Carter v. Medlab2020, Inc.*, Orange County, Case No. 30-2022-01247444-CU-OE-CXC; Motion for Final Approval granted on May 22, 2025.

y. *Guarista, et al. v. Urologic Institute of the High Desert, Inc.*, San Bernardino County, Case No. CIVSB2125029; Motion for Final Approval granted on June 17, 2025.

z. *Carbajal v. Mattco Forge, Inc.*, Los Angeles County, Case No. 23STCV12264; Motion for Final Approval granted on July 28, 2025.

44. Lisa B. Iturriaga is a fourth-year Associate Attorney at Wilshire Law Firm, PLC. She was admitted to practice law in the State of California in November 2021. Lisa graduated from University of South Florida with a Bachelor of Science in Finance and a Bachelor of Arts in Marketing. She received her Juris Doctor from Chapman University Dale E. Fowler School of Law. Since graduating, her practice has been in insurance defense (previously) and employment law (currently). Since 2023, she has exclusively worked on Plaintiff-side wage and hour cases.

45. Arman A. Salehi is a second-year Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California in 2023. Arman graduated from the University of California, Los Angeles with a Bachelor of Arts in Sociology. He received his Juris Doctor from the University of California College of the Law, San Francisco (formerly known as U.C. Hastings). Since November 2023, his practice has mainly been focused on wage and hour class action litigation.

46. Justin F. Marquez was a Senior Partner at Wilshire Law Firm, PLC. He graduated

1 from the University of California, Los Angeles's College Honors Program in 2004 with Bachelor
2 of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. As an
3 undergraduate, he also received a scholarship to study abroad for one year at Tokyo University in
4 Tokyo, Japan. He received his Juris Doctor from Notre Dame Law School in 2008. He has
5 received numerous awards for his legal work. From 2017 to 2020, Super Lawyers selected him as
6 a "Southern California Rising Star," and from 2022 to 2025, he was selected as a "Southern
7 California Super Lawyer." He was selected as one of the "Best Lawyers in America" from 2023
8 to 2025. In 2016 and 2017, the National Trial Lawyers selected him as a "Top 40 Under 40"
9 attorney. In 2024, he, along with his colleagues at Wilshire Law Firm, PLC, received a CLAY
10 (California Lawyer Attorneys of the Year) award for his work on a false advertising case against
11 Apple which ultimately led to a \$25 million settlement. His contingent hourly rate while at
12 Wilshire Law Firm, PLC was \$1,500 per hour. The reasonableness of Wilshire Law Firm, PLC's
13 hourly rates is also supported by several surveys of legal rates, including the following:

14 a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents
15 the real market rates of Los Angeles area attorneys who practice litigation. For
16 that category, the third quartile 2022 rate was \$1,045 per hour for partners and
17 \$855 for associates. Likewise, page 32 of the Report describes the rates charged
18 by 183 Los Angeles partners with "21 or more years of experience" and "Fewer
19 than 21 years." For those categories, the third quartile Los Angeles partner rate
20 in 2022 were \$1,133 per hour for 21 or more years and \$1,075 for attorneys with
21 fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate
22 Report is attached hereto as **Exhibit 5**.

23 b. In an article entitled "Big Law Rates Topping \$2,000 Leave Value 'In Eye of
24 Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9,
25 2022, the author describes how Big Law firms have crossed the \$2,000-per hour
26 rate. The article also notes that law firm rates have been increasing by just under
27 3% per year. A true and correct copy of this article is attached hereto as **Exhibit**

28 **6.**

CY PRES RECIPIENT

47. WEAVE, Inc.'s ("WEAVE") mission is to promote safe and healthy relationships and support survivors of sexual assault, domestic violence, and sex trafficking. As the only nonprofit legal service provider focused specifically on victims of sexual assault and sex trafficking, WEAVE offers trauma-informed legal services that are responsive to the needs of the diverse and indigent communities it serves. Its work addresses critical gaps in access to justice for vulnerable populations. WEAVE's vision is that when everyone acts, violence ends.

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

Executed on September 5, 2025, at Irvine, California.



Arrash T. Fattahi

EXHIBIT 1

WILSHIRE LAW FIRM, PLC

3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
www.wilshirelawfirm.com



Bobby Saadian, Esq. JD/MBA

Colin M. Jones, Esq.
Justin F. Marquez, Esq.
John G. Yslas, Esq.
Jon Teller, Esq.
Johnny Ogata, Esq.
Tae Kim, Esq.

Benjamin H. Haber, Esq.
Christina M. Le, Esq.
Daniel Kramer, Esq.
Arsiné Grigoryan, Esq.
Arrash T. Fattahi, Esq.
Zachary D. Greenberg, Esq.
Aram Boyadjian, Esq.

September 22, 2023

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

King's Casino Management Corp.
7727 Herschel Ave
La Jolla, CA 92037
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6498 8420 36

Heather U. Guerena
Agent for Service of Process for:
King's Casino Management Corp.
7727 Herschel Ave
La Jolla, CA 92037
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6498 8420 43

Re: **Ross Phillips v. King's Casino Management Corp.**
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Ross Phillips ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, King's Casino Management Corp. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's Aggrieved Employees.

Plaintiff wishes to pursue this action on behalf of himself as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiff's Employment with Defendant

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California, including Sacramento County. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff ROSS PHILLIPS is a resident of Sacramento County, California who worked for Defendant in Sacramento County, California as an hourly-paid, non-exempt employee from approximately July 2015 to approximately June 2023. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek.

Throughout Plaintiff's employment, Defendant failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendant terminated his employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to perform work prior to clocking in for the workday and during unpaid meal periods. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,

Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendant's policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation

of California's rest break laws.

Throughout the statutory period, Defendant has wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and

overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees

suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, work attire and use of personal cell phones. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and

8. Labor Code § 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



Justin F. Marquez, Esq.



WILSHIRE LAW FIRM, PLC

3055 WILSHIRE BLVD. 12TH FLOOR

LOS ANGELES, CA 90010

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WILSHIRE LAW FIRM, PLC

3055 WILSHIRE BLVD. 12TH FLOOR

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Heather U. Guerena

Agent for Service of Process for:

King's Casino Management Corp.

7727 Herschel Ave

La Jolla, CA 92037

742825

EXHIBIT 2

Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com

Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com

WILSHIRE LAW FIRM

660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ROSS PHILLIPS, individually, on behalf of all
others similarly situated, and on behalf of the
State of California and other aggrieved persons,

Plaintiff,

v.

KING'S CASINO MANAGEMENT CORP., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23CV007240

**FIRST AMENDED CLASS &
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiff ROSS PHILLIPS (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant KING’S CASINO MANAGEMENT
6 CORP. and DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for
7 California Labor Code violations and unfair business practices stemming from Defendants’
8 failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to
9 provide meal periods, failure to authorize and permit rest periods, failure to timely pay final
10 wages, failure to furnish accurate wage statements, and failure to indemnify employees for
11 expenditures.

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a
13 class action on behalf of himself and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
15 below). The Class consists of Plaintiff and all other persons who have been employed by any
16 Defendant in California as an hourly-paid or non-exempt employee during the statute of
17 limitations period applicable to the claims pleaded here.

18 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
19 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
20 him, the State of California, and past and present non-exempt employees employed by
21 Defendants in the State of California during the statute of limitations period for their PAGA
22 claim (hereinafter referred to as the “Aggrieved Employees”).

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including Sacramento County. As such, and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
26 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
27 Commission (“IWC”), and the California Business & Professions Code.

1 5. Despite these requirements, throughout the statutory period, Defendants
2 maintained a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum,
4 straight time, and overtime wages in compliance with the California Labor
5 Code and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay for each workday a meal period
10 violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Willfully failing to pay employees all minimum, straight time, overtime,
16 meal period premium, and rest period premium wages due within the time
17 period specified by California law when employment terminates;
- 18 (e) Failing to provide employees with accurate, itemized wage statements
19 containing all the information required by the California Labor Code and
20 IWC Wage Orders; and
- 21 (f) Failing to indemnify employees for expenditures incurred in direct
22 discharge of duties of employment.

23 6. On information and belief, Defendants, and each of them were on actual and
24 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
25 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
26 willful and deliberate.

27 7. At all relevant times, Defendants were and are legally responsible for all of the
28 unlawful conduct, policies, practices, acts and omissions as described in each and all of the

foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior.”

THE PARTIES

A. Plaintiff

8. Plaintiff ROSS PHILLIPS is a resident of Sacramento County, California who worked for Defendants in Sacramento County, California as an hourly-paid, non-exempt employee from approximately July 2015 to approximately June 2023.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant KING’S CASINO MANAGEMENT CORP. is, and at all times herein mentioned, was:

- (a) A California corporation qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Sacramento County; and,
- (b) The former employer of Plaintiff and the current and/or former employer of the putative Class and Aggrieved Employees because Defendant KING’S CASINO MANAGEMENT CORP. suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

11. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this

complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in the State of California.

13. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

14. Plaintiff worked for Defendants in Sacramento County, California as an hourly-paid, non-exempt employee from approximately July 2015 to approximately June 2023. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek.

15. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally

1 compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to
2 timely pay all final wages to Plaintiff when Defendants terminated his employment, failed to
3 furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures.
4 As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

5 16. Throughout the statutory period, Defendants maintained a policy and practice of
6 not paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including
7 minimum, straight time, and overtime wages. Defendants required Plaintiff, the Class, and the
8 Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring
9 Plaintiff, the Class, and the Aggrieved Employees to perform work prior to clocking in for the
10 workday and during unpaid meal periods. Some of this unpaid work should have been paid at the
11 overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate
12 records of the hours Plaintiff, the Class, and the Aggrieved Employees worked.

13 17. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff,
14 the Class, and the Aggrieved Employees with legally compliant meal periods. Defendants
15 regularly, but not always, required Plaintiff, the Class, and the Aggrieved Employees to work in
16 excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-
17 free meal period for every five hours of work, or without compensating Plaintiff, the Class, and
18 the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of
19 work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff, the
20 Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform
21 work tasks which could not be completed without working in lieu of taking mandatory meal
22 periods, or by denying Plaintiff, the Class, and the Aggrieved Employees permission to take a
23 meal period. Accordingly, Defendants' policy and practice was not to provide meal periods to
24 Plaintiff, the Class, and the Aggrieved Employees in compliance with California law.

25 18. Throughout the statutory period, Defendants have wrongfully failed to authorize
26 and permit Plaintiff, the Class, and the Aggrieved Employees to take legally compliant rest
27 periods. Defendants regularly required Plaintiff, the Class, and the Aggrieved Employees to
28 work in excess of four consecutive hours a day without Defendants authorizing and permitting

1 them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or
2 major fraction of four hours), or without compensating Plaintiff, the Class, and the Aggrieved
3 Employees for rest periods that were not authorized or permitted. Instead, Defendants continued
4 to assert control over Plaintiff, the Class, and the Aggrieved Employees by requiring, pressuring,
5 or encouraging them to perform work tasks which could not be completed without working in
6 lieu of taking mandatory rest periods, or by denying Plaintiff, the Class, and the Aggrieved
7 Employees permission to take a rest period. Accordingly, Defendants' policy and practice was to
8 not authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take rest periods in
9 compliance with California law.

10 19. Throughout the statutory period, Defendants willfully failed and refused to timely
11 pay Plaintiff, the Class, and the Aggrieved Employees all final wages due at their termination of
12 employment. In addition, Plaintiff's final paychecks did not include payment for all
13 expenditures, minimum wages, straight time wages, overtime wages, meal period premium
14 wages, and rest period premium wages owed to him by Defendants at the conclusion of his
15 employment. On information and belief, Defendants' failure to timely pay Plaintiff's final wages
16 when his employment terminated was not a single, isolated incident, but was instead consistent
17 with Defendants' policy and practice that applied to Plaintiff, the Class, and the Aggrieved
18 Employees.

19 20. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
20 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
21 hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct
22 hours worked, correct wages for meal periods that were not provided in accordance with
23 California law, and correct wages for rest periods that were not authorized and permitted to take
24 in accordance with California law). As a result of these violations of California Labor Code §
25 226(a), the Plaintiff, the Class, and the Aggrieved Employees suffered injury because, among
26 other things:
27
28

- 1 (a) the violations led them to believe that they were not entitled to be paid
2 minimum, straight time, overtime, meal period premium, and rest period
3 premium wages, even though they were entitled;
- 4 (b) the violations led them to believe that they had been paid the minimum,
5 straight time, overtime, meal period premium, and rest period premium
6 wages, even though they had not been;
- 7 (c) the violations led them to believe they were not entitled to be paid minimum,
8 straight time, overtime, meal period premium, and rest period premium
9 wages at the correct California rate even though they were entitled;
- 10 (d) the violations led them to believe they had been paid minimum, straight time,
11 overtime, meal period premium, and rest period premium wages at the
12 correct California rate even though they had not been;
- 13 (e) the violations hindered them from determining the amounts of minimum,
14 straight time, overtime, meal period premium, and rest period premium
15 wages owed to them;
- 16 (f) in connection with their employment before and during this action, and in
17 connection with prosecuting this action, the violations caused them to have
18 to perform mathematical computations to determine the amounts of wages
19 owed to them, computations they would not have to make if the wage
20 statements contained the required accurate information;
- 21 (g) by understating the wages truly due to them, the violations caused them to
22 lose entitlement and/or accrual of the full amount of Social Security,
23 disability, unemployment, and other governmental benefits;
- 24 (h) the wage statements inaccurately understated the wages, hours, and wage
25 rates to which Plaintiff, the Class, and the Aggrieved Employees were
26 entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid
27 less than the wages and wage rates to which they were entitled.
28

Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

21. Throughout the statutory period, Defendants have wrongfully required Plaintiff, the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff, the Class, and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, work attire, use of personal cell phones, and use of personal vehicles.

22. Plaintiff, the Class, and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff, the Class, and the Aggrieved Employees for these employment-related expenses.

CLASS ACTION ALLEGATIONS

23. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

24. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

25. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years and 178 days before the filing of the initial complaint in this action and ending when notice to the Class is sent.¹

26. At all material times, Plaintiff was a member of the Class.

27. Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.

28. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby “statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020.”

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
 - 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
 - 3) The desirability or undesirability of concentrating the litigation of

the claims in the particular forum; and,

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

29. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures; and,
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

30. This Court should permit this action to be maintained as a class action pursuant to

1 California Code of Civil Procedure § 382 because:

- 2 (a) The questions of law and fact common to the Class predominate over any
3 question affecting only individual members;
- 4 (b) A class action is superior to any other available method for the fair and
5 efficient adjudication of the claims of the members of the Class;
- 6 (c) The members of the Class are so numerous that it is impractical to bring all
7 members of the class before the Court;
- 8 (d) Plaintiff, and the other members of the Class, will not be able to obtain
9 effective and economic legal redress unless the action is maintained as a
10 class action;
- 11 (e) There is a community of interest in obtaining appropriate legal and
12 equitable relief for the statutory violations, and in obtaining adequate
13 compensation for the damages and injuries for which Defendants are
14 responsible in an amount sufficient to adequately compensate the members
15 of the Class for the injuries sustained;
- 16 (f) Without class certification, the prosecution of separate actions by
17 individual members of the class would create a risk of:
- 18 1) Inconsistent or varying adjudications with respect to individual
19 members of the Class which would establish incompatible standards
20 of conduct for Defendants; and/or,
- 21 2) Adjudications with respect to the individual members which would,
22 as a practical matter, be dispositive of the interests of other
23 members not parties to the adjudications, or would substantially
24 impair or impede their ability to protect their interests, including but
25 not limited to the potential for exhausting the funds available from
26 those parties who are, or may be, responsible Defendants; and,
- 27 (g) Defendants have acted or refused to act on grounds generally applicable to
28 the Class, thereby making final injunctive relief appropriate with respect to

1 the class as a whole.

2 31. Plaintiff contemplates the eventual issuance of notice to the proposed members of
3 the Class that would set forth the subject and nature of the instant action. The Defendants' own
4 business records may be utilized for assistance in the preparation and issuance of the contemplated
5 notices. To the extent that any further notices may be required, Plaintiff contemplates the use of
6 additional techniques and forms commonly used in class actions, such as published notice, e-mail
7 notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the
8 Class and deemed necessary and/or appropriate by the Court.

9 **FIRST CAUSE OF ACTION**

10 **(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All**
11 **Hours Worked)**

12 32. Plaintiff incorporates by reference and re-alleges as if fully stated herein
13 paragraphs 1 through 22 in this Complaint.

14 33. "Hours worked" is the time during which an employee is subject to the control of
15 an employer, and includes all the time the employee is suffered or permitted to work, whether or
16 not required to do so.

17 34. At all relevant times herein mentioned, Defendants knowingly failed to pay to
18 Plaintiff and the Class compensation for all hours they worked. By their failure to pay
19 compensation for each hour worked as alleged above, Defendants willfully violated the
20 provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which
21 require such compensation to non-exempt employees.

22 35. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight
23 time wages for all non-overtime hours worked for Defendants.

24 36. By and through the conduct described above, Plaintiff and the Class have been
25 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

26 37. By virtue of the Defendants' unlawful failure to pay additional compensation to
27 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
28

suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class and which will be ascertained according to proof at trial.

38. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

39. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

40. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due and failed to pay those wages twice a month.

41. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

42. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

43. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

44. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

1 45. At all times relevant hereto, Plaintiff and the Class have worked more than eight
2 hours in a workday and/or more than forty (40) hours in a workweek, as employees of
3 Defendants.

4 46. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
5 overtime compensation for the hours they have worked in excess of the maximum hours
6 permissible by law as required by California Labor Code §§ 510 and 1198.

7 47. By virtue of Defendants' unlawful failure to pay additional premium rate
8 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the
9 Class have suffered, and will continue to suffer, damages in amounts which are presently
10 unknown to them but which exceed the jurisdictional minimum of this Court and which will be
11 ascertained according to proof at trial.

12 48. By failing to keep adequate time records required by Labor Code § 1174(d),
13 Defendants have made it difficult to calculate the full extent of overtime compensation due to
14 Plaintiff and the Class.

15 49. Plaintiff and the Class also request recovery of overtime compensation according
16 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
17 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
18 California Labor Code and/or other statutes.

19 50. California Labor Code § 204 requires employers to provide employees with all
20 wages due and payable twice a month. The Wage Orders also provide that every employer shall
21 pay to each employee, on the established payday for the period involved, overtime wages for all
22 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class
23 with all compensation due, in violation of California Labor Code § 204.

24 **THIRD CAUSE OF ACTION**

25 **(Against All Defendants for Failure to Provide Meal Periods)**

26 51. Plaintiff incorporates by reference and re-alleges as if fully stated herein
27 paragraphs 1 through 22 in this Complaint.

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52. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the start of Plaintiff's and the Class' sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

53. Despite these legal requirements, Defendants regularly failed to provide Plaintiff and the Class with both meal periods as required by California law. By their failure to permit and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

54. Under California law, Plaintiff and the Class are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

55. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

56. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code §

226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

57. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

58. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

59. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

60. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

61. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

62. Defendants' failure to pay those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

63. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

64. The Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

65. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

66. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

67. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal

entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

68. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

69. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

70. Specifically, Plaintiff and the members of the Class have been injured by Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

71. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related laws and regulations.

72. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

73. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

74. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

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75. As set forth above, Plaintiff and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

76. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiff and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

77. As a result, Plaintiff and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

78. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

79. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

80. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

81. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

82. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

83. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of

1 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
2 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
3 California Business & Professions Code §§ 17200, *et seq.*

4 **Failure to Pay Minimum and Straight Time Wages**

5 84. Defendants' failure to pay minimum and straight time wages, and other benefits in
6 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
7 California Business & Professions Code §§ 17200, *et seq.*

8 **Failure to Pay Overtime Wages**

9 85. Defendants' failure to pay overtime compensation and other benefits in violation
10 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
11 prohibited by California Business & Professions Code §§ 17200, *et seq.*

12 **Failure to Provide Meal Periods**

13 86. Defendants' failure to provide meal periods in accordance with California Labor
14 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
15 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

16 **Failure to Authorize and Permit Rest Periods**

17 87. Defendants' failure to authorize and permit rest periods in accordance with
18 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
19 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

20 **Failure to Indemnify Business Expenses**

21 88. Defendants' failure to reimburse expenses incurred in accordance with California
22 Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by
23 California Business & Professions Code §§ 17200, *et seq.*

24 89. By and through their unfair, unlawful and/or fraudulent business practices
25 described herein, the Defendants, have obtained valuable property, money and services from
26 Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly
27 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

28 90. Plaintiff and the Class Members suffered monetary injury as a direct result of

Defendants' wrongful conduct.

91. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

92. Plaintiff, individually, and on behalf of members of the putative class, is further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

93. Plaintiff, individually, and on behalf of members of the putative class, has no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

94. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

95. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

**(Against All Defendants for Civil Penalties Under the Private Attorneys General Act of
2004, Cal. Lab. Code § 2698, et seq.)**

96. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

97. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

98. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

99. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code § 2699.3. He gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee.

100. The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

101. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of himself, the State of California, and similarly Aggrieved

Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

102. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
2. That Plaintiff be appointed as the representative of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For liquidated damages;
8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California

1 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
2 overtime wages due;

3 11. For unpaid wages at overtime wage rates as may be appropriate;

4 12. For pre-judgment interest on any unpaid overtime compensation commencing
5 from the date such amounts were due;

6 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
7 California Labor Code § 1194(a); and,

8 14. For such other and further relief as the Court may deem equitable and appropriate.

9 As to the Third Cause of Action

10 15. That the Court declare, adjudge, and decree that Defendants violated California
11 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

12 16. For unpaid meal period premium wages as may be appropriate;

13 17. For pre-judgment interest on any unpaid compensation commencing from the date
14 such amounts were due;

15 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
16 and for costs of suit incurred herein; and,

17 19. For such other and further relief as the Court may deem equitable and appropriate.

18 As to the Fourth Cause of Action

19 20. That the Court declare, adjudge, and decree that Defendants violated California
20 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21 21. For unpaid rest period premium wages as may be appropriate;

22 22. For pre-judgment interest on any unpaid compensation commencing from the date
23 such amounts were due;

24 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
25 and for costs of suit incurred herein; and,

26 24. For such other and further relief as the Court may deem equitable and appropriate.

27 As to the Fifth Cause of Action

28 25. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
2 termination of the employment;

3 26. For statutory wage penalties pursuant to California Labor Code § 203 for former
4 employees who have left Defendants' employ;

5 27. For pre-judgment interest on any unpaid wages from the date such amounts were
6 due;

7 28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

8 29. For such other and further relief as the Court may deem equitable and appropriate.

9 As to the Sixth Cause of Action

10 30. That the Court declare, adjudge, and decree that Defendants violated the record
11 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
12 willfully failed to provide accurate itemized wage statements thereto;

13 31. For all actual damages, according to proof;

14 32. For statutory penalties pursuant to California Labor Code § 226(e);

15 33. For injunctive relief to ensure compliance with this section, pursuant to California
16 Labor Code § 226(h);

17 34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

18 35. For such other and further relief as the Court may deem equitable and appropriate.

19 As to the Seventh Cause of Action

20 36. That the Court declare, adjudge, and decree that Defendants violated California
21 Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

22 37. For unpaid wages or unreimbursed business expenses as may be appropriate;

23 38. For pre-judgment interest on any unpaid compensation commencing from the date
24 such amounts were due;

25 39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

26 40. For such other and further relief as the Court may deem equitable and appropriate.

27 As to the Eighth Cause of Action

28 41. That the Court declare, adjudge, and decree that Defendants violated California

1 Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum,
2 straight time, and overtime wages), failing to provide meal periods, failing to authorize and
3 permit rest periods, and failing to indemnify employees for expenditures;

4 42. For restitution of unpaid wages to Plaintiff and all Class Members and
5 prejudgment interest from the day such amounts were due and payable;

6 43. For the appointment of a receiver to receive, manage and distribute any and all
7 funds disgorged from Defendants and determined to have been wrongfully acquired by
8 Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

9 44. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
10 California Code of Civil Procedure § 1021.5;

11 45. For injunctive relief to ensure compliance with this section, pursuant to California
12 Business & Professions Code §§ 17200, *et seq.*; and,

13 46. For such other and further relief as the Court may deem equitable and appropriate.

14 As to the Ninth Cause of Action

15 47. That the Court declare, adjudge and decree that Defendants violated the California
16 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
17 overtime), failing to provide meal periods and pay the correct amount of meal period premium
18 wages, failing to authorize and permit rest periods and pay the correct amount of rest period
19 premium wages, failing to pay all earned wages twice per month, failing to maintain accurate
20 records of hours worked and meal periods, failing to pay all final wages to terminated employees,
21 failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

22 48. For all actual, consequential and incidental losses and damages, according to
23 proof;

24 49. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all
25 other applicable Labor Code provisions;

26 50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
27 California Labor Code § 2699; and,

28 51. For such other and further relief as the Court may deem equitable and appropriate.

As to all Causes of Action

52. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: August 27, 2025

WILSHIRE LAW FIRM

By: 

Arrash T. Fattahi

Arman A. Salehi

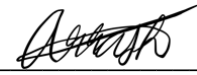
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: August 27, 2025

WILSHIRE LAW FIRM

By: 

Arrash T. Fattahi

Arman A. Salehi

Attorneys for Plaintiff

EXHIBIT 3

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT, RELEASE AND
CLASS NOTICE

ROSS PHILLIPS, individually, on behalf of all others similarly situated, including California class members and all other “aggrieved employees” under the Private Attorneys General Act (“PAGA”)

v.

KING’S CASINO MANAGEMENT CORP., et al.

IT IS HEREBY STIPULATED AND AGREED that the Parties to this settlement agreement (hereinafter, “Settlement” or “Agreement”) are (1) defendant **King’s Casino Management Corp.** (“King’s Casino” or “Defendant”) and (2) plaintiff **Ross Phillips** (“Plaintiff”). Collectively, the Defendant and Plaintiff are the “Parties” of the Action (as defined below).

This Settlement encompasses the Action entitled (1) *ROSS PHILLIPS, individually, and on behalf of all others similarly situated, Plaintiff, v. KING’S CASINO MANAGEMENT, CORP., et al., Defendants*, Case No.: 23CV007240, Superior Court of the State of California, County of Sacramento (“Action” or “Lawsuit”)

This Settlement is subject to the approval of the Court, pursuant to California Civil Code of Procedure, California Labor Code section 2699, and is made for the sole purpose of attempting to consummate settlement of the Action on a class-wide and representative basis subject to the following terms and conditions.

Subject to the approval of the Court, the settlement of the Action and the various released claims (as defined below) shall be effectuated upon and subject to the following terms and conditions in this Settlement. The Parties agree that this settlement shall fully, finally, and forever discharge and resolve the Action and the released claims, upon and subject to the terms and conditions hereof. To that end, the Parties agree that this Action shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Settlement and for the consideration set forth herein, including but not limited to, a release of claims by Plaintiff as set forth herein.

1. FACTUAL BACKGROUND, PROCEDURAL HISTORY, AND RECITALS

1.01. King’s Casino operates Stones Gambling Hall (a dba of King’s Casino), a Sacramento-area poker and card room. The business holds two licenses – The “Tavern,” offering California table games such as Baccarat, Three Card Poker, and Blackjack, and The “Saloon,” offering various games of poker. Stones Gambling Hall operates 24/7 and there is an on-sight 24/7 dining facility, Sammy’s Restaurant + Bar. Defendant employed various hourly and non-exempt positions that were active during the applicable Settlement Period (as defined below). King’s Casino classified their hourly and non-exempt employees pursuant to state wage and hour laws.

1.02 Plaintiff is a former hourly and non-exempt employee who alleges various wage and hour violations on behalf of themselves, allegedly “aggrieved employees,” and the putative class for the state of California.

1.03. On August 22, 2023, Plaintiff filed a Class Action Complaint against Defendant for alleged violations of the California Labor Code and California Business and Professions Code, including: (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7); (5) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.) (“Complaint”).

1.04. On September 22, 2023, Plaintiff also submitted a PAGA letter to the LWDA but has yet to amend his Complaint to add a PAGA claim.

1.05. On October 18, 2023, Plaintiff served Defendant the Complaint and shortly thereafter agreed to 15-day extension to Defendant’s deadline to file a responsive pleading, continuing it from November 17, 2023 to December 4, 2023.

1.06. Between November 8, 2023 and November 30, 2023, the Parties met and conferred regarding an arbitration agreement¹ that Defendant contend Plaintiff signed, and the possibility of early resolution, and agreed to participate in mediation with esteemed mediator, Eve Wagner, on September 5, 2024.

1.07. On December 4, 2023, King’s Casino filed an Answer raising Plaintiff’s arbitration agreement as an affirmative defense. King’s Casino also generally and specifically denied Plaintiff’s claims of wrongdoing while asserting all applicable affirmative defenses, and continue to deny each and every material allegation, dispute, and claim raised in this action.

1.08. On January 23, 2024, in light of the Parties agreement to attend mediation, the Parties filed a joint stipulation stay both the Class Action and PAGA Action. Specifically, the Parties agreed to stay all formal discovery and all other upcoming hearings or conferences, and instead agreed to engage in an informal exchange of documents and information, and to stay

¹ As part of Phillips’ employment with King’s Casino, King’s Casino contends that Phillips signed/executed an arbitration agreement. King’s Casino had communicated its intent to file a Motion to Compel Arbitration absent the Parties’ stipulation to arbitrate the claims alleged in this matter. The Parties agreed that neither side would waive their arguments, objections, or respective positions to Defendant filing a motion to compel arbitration by filing a stipulation to stay the case.

substantive litigation efforts and discovery until *after* the mediation, so as not to expend unnecessary attorneys' fees and costs until after the completion of mediation.

1.09. On January 31, 2024, the Court granted the Parties to stay the Action. Accordingly, the Action was stayed until after the mediation.

1.10. Prior to the mediation, the Parties engaged in informal discovery and an extensive exchange of information based on a 25% random and representative sampling of electronic time, pay, and attestation data for the putative class members and alleged aggrieved employees, and Defendant provided information concerning meal and rest period premiums paid during the relevant periods, and other related information and documents requested *inter alia*: (a) the total number of current and former putative class members and alleged aggrieved employees who worked during the relevant time periods, including their job titles and other requested information; (b) the number of former putative class members and alleged aggrieved employees that ended their employment with Defendant during the relevant time periods; (c) the total number of workweeks at issue during the relevant time periods; (d) the total number of pay periods at issue during the relevant time periods; (e) the start and end date of employment for each putative class member and all employees during the PAGA Period; (f) the final hourly rate paid to each putative class member and employees during the Settlement Period and PAGA Period, respectively; (g) the average hourly rate for the putative class members and alleged aggrieved employees; (h) description of how any incentive pay, bonuses, and such were calculated (to the extent applicable); (i) all versions of employee handbooks used during the relevant periods; (j) all documents, including handbooks, manuals, policies, memoranda, training and on-boarding/orientation documents applicable to Class Members and/or the alleged aggrieved employees and/or their supervisors during the relevant period, evidencing Defendant's policies and practices; (k) Defendant's timekeeping policies, including policies regarding clocking-in and clocking-out, attendance and tardiness, employee schedules, payment of wages, and meal period and rest break policies; and (l) other relevant information, including Plaintiff's personnel file, wage statements, pay data, attestation data, and time records.

1.11. On September 5, 2024, after informally exchanging documents, data, and information, the Parties attended a full day mediation session with Eve Wagner, an experienced wage and hour class action and PAGA-action mediator to resolve the instant Action in its entirety. After a full day of arms-length negotiations, the Parties reached an agreement to settle all of the claims alleged in the Class Action and PAGA Action, as well as all of Plaintiff's individuals claim.

1.12. On or about January 23, 2025, after approximately 4 months of negotiating, the parties entered into and fully executed a Memorandum of Understanding (“MOU”) summarizing the general terms of the Settlement. The MOU is incorporated herein by this reference. The Parties agreed that the MOU is binding on the Parties until the long form settlement agreement is signed and fully executed. Notwithstanding anything else contained in this Agreement, the MOU shall be enforceable under California Code of Civil Procedure section 664.6 and admissible under California Evidence Code section 1123, subdivision (a). Regardless of any settlement privilege or other rules of evidence, the Parties agreed that an MOU may be admitted in Court and enforceable even if a finalized settlement document cannot be agreed upon.

1.13. The Parties accepted the Memorandum of Understanding (“MOU”) and reached an agreement on the terms of a class-wide and PAGA-wide settlement. Once approved by the Court, this settlement will fully resolve the Action and cover all class and PAGA claims from August 22, 2019, through December 31, 2024. The MOU also includes an escalator clause, which, if exercised, will extend the release period through the date of the Preliminary Approval Hearing. The PAGA Period was defined to mean the period from September 23, 2022 up to December 31, 2024. The Parties intend this Agreement to bind Plaintiff, Class Members, and all PAGA Releasees.

1.14. Class Counsel has conducted a thorough investigation of the claims that Plaintiff asserted against Defendant in this Action and/or that relate to or could have arisen out of the same facts alleged in the Action or relating to the employment of the Plaintiff and Class Members, including both asserted and unasserted claims. Based on their independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration of and on the terms set forth in this Agreement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, Class Members, and the alleged aggrieved employees in light of all known facts and circumstances, including (a) the substantial factual and legal defenses available to Defendant to the claims asserted in the Action, including the existence of an arbitration, which render the outcome of the Action substantially uncertain; (b) the potential difficulties Plaintiff and Class Members would encounter in establishing the elements of their claims; (c) the substantial benefits made available to Class Members, the State of California, and PAGA Releasees pursuant to the Settlement; (d) the fact that the Settlement ensures that Class Members will receive relief in the most expeditious and efficient manner practicable, and thus

much sooner than would be possible were the claims to be litigated successfully through trial and appeal; and (e) the fact that the Settlement allows persons who would otherwise fall within the definition of the Class, if they so desire, to opt out of the Class Action and individually pursue any released claims that he or she may have.

1.15. Defendant categorically denies all of the contentions and allegations raised and in support of the claims in the Action. To that end, Defendant has denied and continues to deny each, and all of the allegations and claims alleged by Plaintiff in the Action and has further denied and continues to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged in the Action. Defendant contends that they complied in good faith with wage and hour laws and have dealt legally and fairly with Plaintiff and putative Class Members and alleged aggrieved employees. Defendant further contends that, for any purpose other than settling the Action, these claims are not appropriate for class or representative treatment. Nonetheless, the Parties have concluded that further proceedings in the Action would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement. To dispose of burdensome and protracted litigation, and to permit the operation of Defendant's businesses without further expensive litigation and the distraction and diversion of their respective personnel with respect to matters at issue in the Action, the Parties agreed to resolve the Action. Defendant has also considered the uncertainty and risks inherent in any litigation, especially in complex cases such as the Action. Defendant has, therefore, determined that it is desirable and beneficial to it that the Action be settled in the manner and upon the terms and conditions set forth in this Agreement.

1.16. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. Accordingly, without admitting any wrongdoing or liability, Defendant are willing to agree to the terms of the Agreement in order to settle, compromise, and fully resolve the Action, Plaintiff's Released Claims, Released Class Claims, and Released PAGA Claims. Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserve the right to contest any issues relating to manageability, trial plans, and liability if the Settlement is not approved.

1.17. It is the desire and intention of the Parties that this Agreement shall, fully, finally, and forever completely settle, compromise, release, and discharge any and all of Plaintiff's

Released Claims, Class Members' Released Class Claims, and the Released PAGA Claims, as they are defined above and below. The Parties jointly believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement and Agreement after lengthy, extensive arms-length negotiations, facilitated by an experienced wage and hour class action mediator, considering all relevant factors, present and potential. This Agreement shall not be construed in favor of or against any of the Parties because of their participation in the drafting of this Agreement.

1.18. Plaintiff, on behalf of themselves, the Class Members and the PAGA Releasees, along with Defendant, and subject to the approval of the Court, stipulate that the Action will be compromised and settled pursuant to the terms and conditions set forth in this Agreement and that after the date of the Court's final approval of this Agreement, judgment shall be entered, subject to the continuing jurisdiction of the Court as set forth below, subject to the recitals set forth above which by this reference become an integral part of this Agreement, and subject to the following definitions, terms and conditions:

2. **DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below. To the extent the terms or phrases used in this Agreement are not specifically defined below, but are defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

2.01. "**Action**" means the Plaintiff's pending lawsuit entitled *ROSS PHILLIPS, individually, and on behalf of all others similarly situated, Plaintiff, v. KING'S CASINO MANAGEMENT, CORP., et al., Defendants*, Case No.: 23CV007240, Superior Court of the State of California, County of Sacramento.

2.02. "**Class**" or "**Class Members**" is defined as all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees during the Settlement Period in the State of California. Any Class Member who does not opt out or submit a Request for Exclusion is a "Settlement Class Member" and shall be bound by the terms of the Agreement.

2.03. "**Class Counsel**," refers to Arrash T. Fattahi and Arman A. Salehi of WILSHIRE LAW FIRM, and any other attorney(s) associated with the law firm.

2.04. "**Class Notice**" refers to the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL as set forth in the

form of “**Exhibit A**” attached hereto, or as otherwise modified or approved by the Court, which is to be mailed to the Class Members.

2.05. “**Class Settlement**” means the non-PAGA portion of this Settlement and release of class claims that is subject to the Court’s preliminary and final approval.

2.06. “**Class Representative**” means Plaintiff Ross Phillips.

2.07. “**Court**” means Superior Court of California, County of Sacramento.

2.08. “**Defendant**” shall mean Defendant King’s Casino Management Corp.

2.09. “**Defendant’s Counsel**,” “**Defense Counsel**,” or “**Counsel for Defendant**,” means Littler Mendelson, P.C., and any attorney(s) associated with the law firm, including Rebecca Aragon, and Hovannes “Hovik” Nalbandyan.

2.10. “**Effective Date**” means thirty (30) calendar days after the Court has entered a Final Approval Order if no objections to the Settlement are filed, or if any objections to the Settlement are filed and subsequently withdrawn. If objections are filed and overruled, and no appeal of the Final Approval Order is filed, then the Effective Date will be sixty (60) calendar days following the date the Final Approval Order is entered. In the event an appeal is filed, the Effective Date is the day after the date on which the appeal is disposed of in the Parties’ favor, dismissed or otherwise resolved in a manner that upholds the Settlement in its entirety and is no longer subject to review by any court, whether by appeal, petition for rehearing or re-argument, petition for review, or otherwise. Should any appeal not result in approval of the Parties’ Settlement as described herein, the Agreement shall be *void ab initio* and of no further force or effect, and the Parties shall be returned in all respects to their respective positions. In the event an appeal, writ, motion challenging the judgment or other collateral attack is made, the Gross Settlement Amount shall not be distributed until the challenge is resolved in a manner that upholds the Agreement in its entirety. This definition presupposes that the Agreement has been signed by the Parties and Class Counsel, the Court has entered the Preliminary Approval Order, and that the Class Notice has been mailed to the Class Members as ordered by the Court in this Agreement.

2.11. “**Employee’s Taxes and Required Withholdings**” means the employee’s share of any and all applicable federal, state or local payroll taxes, including those collected under authority of the Federal Insurance Contributions Act (“FICA”), FUTA and/or SUTA on the portion of the Individual Settlement Payment that constitutes wages. The Employee’s Taxes and Required Withholdings will be withheld from and paid out of the Net Settlement Amount.

2.12. **“Employer Taxes”** means and refers to the employer’s share of corporate federal, state and/or local payroll taxes, including Medicare taxes, Social Security taxes, federal unemployment taxes, state unemployment insurance taxes, and employment training taxes, that is owed on the Individual Settlement Payment that constitutes wages, and if applicable, any portion of the Service Award that constitutes wages. The Employer Taxes shall be paid by Defendant separate and apart from the Gross Settlement Amount.

2.13. **“Final Approval Hearing”** refers to the hearing at which the Court will make a final determination of whether the Settlement and the terms of the Agreement are fair, reasonable, and adequate for the Class and meet all applicable requirements for final approval.

2.14. **“Final Approval Order”** refers to the entry of the final Court order approving the Settlement following the Final Approval Hearing and entering final judgment in accordance with the terms herein and under the specific terms requested. Any judgement entered will be subject to the continuing jurisdiction of the Court as set forth below and pursuant to the terms of California Code of Civil Procedure section 664.6. The Court will retain jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Agreement.

2.15. **“Gross Settlement Amount” (also referred to herein as “GSA”)** refers to the maximum payment of **Seven Hundred Ninety-Five Thousand Dollars and Zero Cents (\$795,000.00)**, subject only to a pro-rata increase based upon the escalator provision set forth in Paragraph 4.5, to be paid by Defendant to fully and finally settle, resolve and conclude the Action, without any admission of fault or liability and subject to the terms and conditions of this Agreement. The GSA represents an “all in” figure and includes all payments made to Settlement Class Members (excluding any appropriate and lawfully required Employer Taxes owed by Defendant on such payments which Defendant shall be separately responsible for apart from the GSA), the Service Award paid to the Class Representative, all costs and expenses associated with the Settlement Administrator, the PAGA Payment, and all attorneys’ fees and litigation costs and expenses to Class Counsel, as approved by the Court. Except as otherwise specified herein, Defendant shall not be required to, and shall not, pay any additional monies beyond the amount of the GSA plus the Employer Taxes.

2.16. **“Individual Settlement Payment”** means the amount which is ultimately distributed to each Settlement Class Member from the Net Settlement Amount, net of any Employee’s Taxes and Required Withholdings, and separate and distinct from the Settlement Class Member’s share of the PAGA Payment.

2.17. “**LWDA Letter**” refers to the PAGA letters entitled, “2023 09-22 King’s – PAGA Letter (FINAL).pdf”, and any amendments thereof, dated September 23, 2023, which was submitted to the LWDA by Justin Marquez of Wilshire Law Firm, under Case No.: LWDA-CM-983298-23, Submissions Names: AP-4803236 that outlines the allegation of various wage and hour claims, and PAGA penalties, asserted in the Operative Complaint, including violation of Labor Code sections 96, 98.6, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 432, 510, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2698, 2699, 2699.3, 2802, 2810.5 and applicable IWC Wage Orders.

2.18. “**Mailing Date**” means the date that the Settlement Administrator initially mails by U.S. Mail the Class Notice to the Class Members and the PAGA Releasees.

2.19. “**Net Settlement Amount**” (also referred to herein as “**NSA**”) is the GSA minus Court-approved attorney’s fees and litigation costs, PAGA Payment, Court-approved Settlement Administrator’s costs, fees and expenses, and Court-approved Service Award. The NSA is the maximum amount that will be available for distribution to Settlement Class Members. To the extent that the Court approves and awards an amount for the Service Award to the Plaintiff, Settlement Administration Costs to the Settlement Administrator, and/or the award to Class Counsel for attorneys’ fees and costs, that is less than the amount(s) requested by Plaintiff, the difference shall be included in the Net Settlement Amount and distributed to the Settlement Class Members, as set forth herein. The Net Settlement Amount is currently estimated at **Four Hundred Sixty-Two Thousand Four Hundred Fifty Dollars and Zero Cents (\$462,450.00)**.

2.20. “**Notice Period**” or “**Response Deadline**” refers to a date that is thirty (30) calendar days from the date that the Class Notice is first mailed to Class Members and the deadline by which Class Members’ Requests for Exclusion, disputes regarding Weeks at Issue credited to them, and/or Objections must be postmarked in order to be timely. Should a Class Member’s Class Notice be re-mailed pursuant to Paragraph 5.3.1 of this Agreement, the Response Deadline shall be an additional fifteen (15) calendar days from the date of re-mailing, or thirty (30) calendar days from the date of the initial mailing, whichever is later. An Objection or Request for Exclusion must be mailed to the Settlement Administrator with a postmark dated on or before the Response Deadline for it to be considered. Similarly, a written notice disputing the number of Workweeks at Issue must be returned to the Settlement Administrator with a postmark dated on or before the Response Deadline for the Class Member to raise a valid dispute regarding the number of Workweeks at Issue used to determine his or her Individual Settlement Payment.

2.21. “**Objection**” means a written statement by a Settlement Class Member setting forth his or her objection to this Settlement, which must be completed and mailed to the Settlement Administrator in the manner set forth in this Agreement and the Class Notice.

2.22. “**Operative Complaint**” refers to the Complaint, and any subsequently amended complaint filed in these Action, including the contemplated first amended complaint to be filed in the Class Action to add the PAGA Claim and consolidate the LWDA Letter and Complaint into a single lawsuit.

2.23. “**PAGA Check**” means the check issued to each PAGA Releasee for his/her share of the PAGA Payment.

2.24. “**PAGA Claims**” means all disputes, claims, and/or causes of action, , which includes but is not limited to charges, complaints, liens, demands, causes of action, obligations, damages, and liabilities for civil penalties that are premised in whole or in part on any of the claims asserted in the Operative Complaint, PAGA Complaint, or the LWDA Letter, whether known or unknown, suspected or unsuspected, relating to the allegations that were asserted, or could have been asserted based on the same factual predicate.

2.25. “**PAGA Payment**” means the payment to the State of California LWDA and the PAGA Releasees in settlement of all claims for PAGA penalties as more fully detailed in Paragraph 4.7 below.

2.26. “**PAGA Releasee**” or “**Aggrieved Employee**” means any individual who was employed by Defendant in the State of California, whether current or former, as a non-exempt or hourly-paid employee at any time during the PAGA Settlement Period. Where applicable, this definition also includes the Labor and Workforce Development Agency (“LWDA”) and the State of California

2.27. “**PAGA Settlement**” means the PAGA portion of the Gross Settlement Amount embodied in this Agreement, which is subject to the Court’s approval.

2.28. “**PAGA Settlement Period**” means the period beginning on September 23, 2022 through December 31, 2024. This provision is subject to escalator clause provision in Paragraph 4.5.

2.29. “**PAGA Pay Periods**” means the number of pay periods worked by PAGA Releasees between September 23, 2022 through the end of the PAGA Settlement Period.

2.30. “**Parties**” refers to the Plaintiff and Defendant, and, in the singular, refers to any of them, as the context makes apparent.

2.31. **“Payout Calculation”** refers to the amounts calculated under this Agreement for Plaintiff and each Settlement Class Member.

2.32. **“Plaintiff”** means Plaintiff Ross Phillips. Where required by the context of the Agreement, this term includes all persons acting under Plaintiff’s direction or control or on their behalf, and/or any other agent, heir, beneficiary, devisee, legatee, executor, administrator, trustee, conservator, guardian, estate, personal representative, successor-in-interest, and/or assign.

2.33. **“Plaintiff’s Released Claims”** means all claims and causes of action asserted in the Operative Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law that Plaintiff releases, remises, and forever discharges against Defendants and the Released Parties from any and all demands, damages, debts, liabilities, actions, causes of action, obligations, and claims of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, which they ever had or now has against the Defendant or the Released Parties arising or accruing at any time before the date of his signature on this Agreement. Plaintiff’s Released Claims also include, but are not limited to, any applicable California law, wage and hour claims and all other claims for willful misclassification, unpaid wages, unpaid commissions, overtime compensation, liquidated damages, willful exemplary damages, interest, hours worked, minimum wages, unpaid meal or rest period premiums, miscalculated wages, improper deduction(s), late payment of wages, frequency of pay, premium pay, incentives, bonuses, non-compliant wage statements, failure to reimburse business expenses, failure to keep accurate and complete payroll records, and any other claims or relief of any kind under statute, tort, contract, quasi-contract, injunctive relief theories or claims, including those permitted under California labor code § 2699, *et seq.*, or as alleged in the LWDA Letter (as defined above), and claims for exemplary, punitive, or penalty damages, interest, and attorneys’ fees and costs beyond those provided for or contemplated as part of this Agreement, other damages, and/or any other form of relief, as permitted by law. The above-defined scope of released claims by Plaintiff is meant to be as broad as possible as permitted by law. Plaintiff also releases claims against Defendant and Released Parties for attorneys’ fees, costs and expenses related to this litigation, beyond those provided for or contemplated as part of this Settlement. In consideration for the release described herein and service to the Class, and subject to approval by the Court, the Plaintiff will receive additional monetary compensation by way of the Service Award as more fully detailed in Paragraph 8.3 below.

2.34. **“Preliminary Approval Hearing”** means the hearing held to determine whether the Court will enter a Preliminary Approval Order preliminarily approving this Settlement.

2.35. **“Preliminary Approval Order”** means an entry of an order from the Court preliminarily approving this Agreement and the settlement of the Action.

2.36. **“Released Class Claims”** means the release of claims that Class Members who do not submit valid Requests for Exclusion (i.e., Settlement Class Members) release, remise, and forever discharge against Defendants and the Released Parties of all claims, charges, complaints, liens, demands, causes of action, obligations, damages, and liabilities, known or unknown, suspected or unsuspected, relating to the allegations that were asserted, or could have been asserted, based on the facts alleged in the Operative Complaint. The scope of the Released Class Claims by each Settlement Class Member is meant to be as broad as possible as permitted under the law based on the same factual predicate alleged in the Operative Complaint. Such allegations include assertions that Plaintiff or Class Members were not properly or timely compensated for all hours worked, and were subject to wage and hour law violations, which include claims arising under California law, state law, common law, local law, or federal law, administrative order, or any statute, ordinance, regulation, or applicable wage and hour law. The Released Class Claims include, but are not limited to, the causes of Action alleged in the Action and the Operative Complaint, which are asserted as follows: (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Period (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Period (Cal. Lab. Code §§ 226.7); (5) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); and (8) Unfair Business Practices under the Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, et seq.) and all other provisions of the Labor Code or applicable IWC Wage Order. The release shall include all claims and/or causes of action arising from or related to the facts alleged in the Action, or which arise out of or directly or indirectly relate to such facts, whether known or unknown, including but not limited to, the failure to pay wages, the failure to pay for all hours worked, including “off the clock” claims, and other claims whatsoever that were alleged in this case or which arise out of, or directly or indirectly relate to such facts, including without limitation, all related claims for restitution and other equitable relief, conversion, liquidated damages, punitive damages, penalties, statutory penalties, civil penalties, and any other

related claims and/or penalties of any nature. The Released Class Claims encompass all types of relief available for the foregoing claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, willful exemplary damage, injunctive relief, declaratory relief, or liquidated damages. The Settlement Class Members also release claims against Released Parties for attorneys' fees, costs and expenses related to this litigation, beyond those provided for or contemplated as part of this Settlement. Settlement Class Members shall release all Released Class Claims that accrued during the Settlement Period as to the Released Parties upon Defendant's funding of the GSA, as set forth herein. Notwithstanding the foregoing, nothing in this Agreement releases any claims that may not be released as a matter of law.

2.37. **"Released PAGA Claims"** means the release of all claims that the LWDA and State of California, by and through Plaintiff as an agent and proxy of the LWDA, and on behalf of the Aggrieved Employees, releases, remises, and forever discharges against Defendants and the Released Parties as more fully detailed in Paragraph 8.4 below, which includes but is not limited to charges, complaints, liens, demands, causes of action, obligations, damages, and liabilities for civil penalties alleged in the LWDA Letter, whether known or unknown, suspected or unsuspected, relating to the allegations that were asserted, or could have been asserted based on the same factual predicate alleged in the LWDA Letter, or Operative Complaint, including Civil Penalties Under Labor Code Section 96, 98.6, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 432, 510, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2698, 2699, 2699.3, 2802, 2810.5 and applicable IWC Wage Orders. PAGA Releasees shall release all Released PAGA Claims that accrued during the PAGA Settlement Period as to the Released Parties upon Defendant's funding of the GSA, as set forth herein.

2.38. **"Released Parties"** means Defendant, and all of Defendant's current or former parent companies, subsidiaries, sister companies, divisions, joint ventures, affiliates, affiliated companies, assigns, trustees, guarantors, fiduciaries, partnerships, present and former owners, predecessors and successors in interest, shareholders, managers, agents, directors, affiliated entities, and/or any other related company that could be jointly liable with Defendant of all the claims released by this Agreement, which includes but is not limited to Elevation Entertainment Group, Stones South Bay Corp., Desert Restaurant, Inc., Sami Ladeki Trust, Sammy's Woodfired Pizza, Inc., companies acquiring any or all of Defendant's assets, and/or any other individual or

entity which could be jointly liable with Defendant for the Released Class Claims or Released PAGA Claims.

2.39. **“Request for Exclusion,”** refers to a written request by a Class Member to be excluded from the Settlement, which must be made in writing and in conformity with the requirements set forth in the Class Notice, the Agreement, and the Court’s Preliminary Approval Order, as applicable, and must be mailed to the Settlement Administrator and postmarked on or before the Notice Period has ended.

2.40. **“Service Award,”** means the monetary award made to the Plaintiff, in the amount set forth in this Agreement, or other lesser amount as approved by the Court, for their service as Class Representative and in recognition of their efforts for prosecuting this Action on behalf of themselves, the Class Members, PAGA Releasees, and for the broader release of their claims (as defined above in “Plaintiff’s Released Claims”). The Service Award is to be paid from the GSA, and is subject to approval by the Court, as described below.

2.41. **“Settlement” or “Agreement”** means this Class and PAGA Action Settlement Agreement and Release, including any attached exhibits. Settlement also refers to the settlement of the Action effectuated by this Agreement between the Parties.

2.42. **“Settlement Administrator”** refers to the third-party administrator mutually selected by the Parties, ILYM Group, Inc., subject to approval by the Court, to perform the notice, claims administration, and distribution functions further described in this Agreement.

2.43. **“Settlement Administration Costs”** refers to the costs and expenses of the administrator, to perform its tasks and duties as provided by this Agreement. These costs will be paid out of the GSA.

2.44. **“Settlement Class Members”** means all Class Members who have not timely and properly submitted a Request for Exclusion. All Settlement Class Members shall be bound by the terms of the Agreement.

2.45. **“Settlement Period”** means the time period from August 22, 2019 up to December 31, 2024. This provision is subject to escalator clause provision in Paragraph 4.5.

2.46. **“Workweeks at Issue”** means all workweeks that each Settlement Class Member worked on at least one day (excluding vacation and leaves of absence) during the Settlement Period as a non-exempt or hourly employee of Defendant, which shall be calculated based on information that Defendant provide to the Settlement Administrator. Estimations and approximations may be used to the extent that there may be gaps in the information that Defendant provide to the

Settlement Administrator. If needed, the Settlement Administrator will calculate the number of Workweeks at Issue by calculating the number of weeks in which each Settlement Class Member earned non-vacation wages from Defendant during the Settlement Period. Any Settlement Class Member with less than one complete week of employment will be credited with one workweek, even if they only worked one day during that period.

3. **LIMITATIONS ON USE OF THIS SETTLEMENT AGREEMENT**

3.1. **No Admission/Denial of Liability:** The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract, violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to Plaintiff or any Class Member or PAGA Releasee. Nothing in this Agreement is intended as or may be construed as an admission or concession of liability, unlawful conduct, or wrongdoing by Defendant (and/or any of the Released Parties) in any way, shape, or form. Defendant and the Released Parties deny any liability or wrongdoing of any kind associated with the claims alleged in the Action. Nothing in this Agreement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. The Parties to this Settlement agree that it reflects their good faith compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. Defendant further denies that it has engaged in any unlawful activity, denies that it has failed to comply with the law in any respect, denies it has any liability to anyone under the claims asserted in this matter, and contends that but for this Settlement, the Action would not be able to proceed as a class or representation action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the fact that the Plaintiff and Defendant are willing to settle the Action shall have no bearing on, and shall not be admissible in connection with, any litigation, or any other civil, criminal, and/or administrative action or licensing proceeding (other than solely in connection with approval and enforcement of this Agreement).

3.2. **Non-Evidentiary Use.** Except for purposes of effectuating the Settlement pursuant to the terms and conditions herein, and/or for Defendant (and/or a Released Party) to establish that

a Settlement Class Member has resolved any of his/her claims released through this Agreement (or used in a similar manner), and regardless of whether the Final Approval Order is entered, neither this Agreement nor any of its terms (including, but not limited to, the payment of the GSA) nor the Settlement itself shall be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Action, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

3.3. Effect of Settlement Not Being Final. In the event the Court does not enter a Final Approval Order granting approval of the Settlement, the Agreement shall become null and void, and its terms and all documents setting out its terms shall be inadmissible in further litigation of this or any other case. Specifically, in the event (a) the Court should for any reason fail to approve this Settlement consistent with the specific terms agreed to by the Parties as set forth in this Agreement, except to the extent of a reduction in amount for Attorneys' Fees and Costs, the Service Award, and/or Settlement Administration Costs; (b) any government agency objects, intervenes or otherwise interferes with the enforcement of the Settlement embodied in this Agreement; (c) the Court should for any reason fail to enter the Preliminary Approval Order and Order Approving PAGA Settlement, and/or Final Approval Order; (d) the Final Approval Order is reversed, modified, or declared or rendered void; (e) the Settlement does not become final for any other reasons; (f) should the LWDA provide notice of intent to investigate the alleged violations set forth in the LWDA Letter; or (g) judgment is not entered by the Court that binds the Plaintiff, Settlement Class Members, or PAGA Releasees, then this Settlement shall automatically be considered null and void, and any order entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In that instance, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (ii) all Parties to this Agreement and the pleadings in these Action shall stand in the same litigation position they were prior to the signing of this Agreement, without prejudice to either party; (iii) Defendant shall not have any obligation to pay any portion of the GSA to anyone under the terms of this Agreement; and (iv) all previous disbursements (if any) from the GSA shall immediately be paid back to Defendant. Invalidity of any material portion of this Agreement shall invalidate this Agreement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions shall

remain in full force and effect. Prior to enforcing this Paragraph, the Parties shall meet in good faith to resolve issues pursuant to the Cooperation Clause. Specifically, the Parties must meet and confer in good faith to ensure that the Settlement can be approved as drafted, and each Party is able to completely satisfy all the material terms and conditions as required by the Agreement.

3.4. Not Mere Recitals and Invalidity of Agreement for Failure to Satisfy Conditions. The terms and provisions of this Agreement are not mere recitals but are deemed to constitute contractual terms. In the event that any of the material terms or conditions set forth in this Agreement are not fully and completely satisfied by Plaintiff, this Agreement shall terminate and terms of the Agreement including, but not limited to, the conditional certification of the Class, the payment of Individual Settlement Payments to Settlement Class Members, the payment of Attorneys' Fees and Costs to Class Counsel, the Service Award to the Plaintiff, the payment of the PAGA Payment, and any other payment shall be null and void. In such an event, nothing in this Agreement shall be used, construed, or admissible as evidence by or against any Party or Released Party as a determination, admission, or concession of any issue of law or fact in the Action, or any other civil, criminal, and/or administrative action or licensing proceeding, or in any other proceeding for any purpose; and the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend the Action as if this Agreement never existed. In addition, notwithstanding the generality of the foregoing, if this Settlement is terminated for failure to satisfy any of the material terms or conditions of this Agreement, Defendant shall not be obligated to create or maintain any type of settlement fund, and shall not be obligated to pay any amount in the GSA to any Settlement Class Member or PAGA Releasee, to Class Counsel, to the Settlement Administrator, to the State of California, or to the Plaintiff. In the event the Court has approved the PAGA Payment and release of the PAGA Claims set forth in this Agreement and Defendant has issued the PAGA Payment, the release of the PAGA Claims shall be binding.

4. TERMS OF SETTLEMENT AND ALLOCATION OF SETTLEMENT PROCEEDS

4.1. Settlement. The Parties agree this Action and any claims, damages, or cause of action arising out of the dispute, which is the subject of the Action, or which reasonably could have been alleged based on the facts stated in the Operative Complaint, be settled subject to court approval and under the terms set forth in this Settlement. This Settlement is a "non-claims-made" and "non-revisionary" settlement. Each Settlement Class Member will be entitled to a share of the NSA in accordance with the formula set forth below. Payments will be made from the NSA only to Settlement Class Members, as set forth herein.

4.2. **Scope of Settlement.** Subject to Court approval, the Settlement shall cover all eligible members of the Settlement Class Members.

4.2.1. **Settlement of California Class Action:** The Settlement shall bind all Settlement Class Members during the Settlement Period to the extent of the Released Class Claims.

4.2.2. **Settlement of Individual Claims:** The Settlement shall bind the Plaintiff to the extent of the Plaintiff's Released Claims.

4.2.3. **Settlement of PAGA Action:** The Settlement shall bind all alleged Aggrieved Employees and PAGA Releasees during the PAGA Settlement Period to the extent of the Released PAGA Claims.

4.3. **Filing of Amended Complaint:** In an effort to preserve judicial resources, prevent unnecessary expense and cost, while avoiding conflicting judgments, the Parties agree that Class and Defense Counsel shall stipulate for Plaintiff to amend the Complaint to add the PAGA Claims and allegations asserted in the LWDA Letter, and shall thereafter stipulate to stay the Action during the settlement approval process. To effectuate the amending of the Complaint, Defendant shall stipulate to the filing of an amended complaint. The First Amended Class & Representative Action Complaint (the "FAC") shall be subject to reasonable review and approval by Defendant prior to filing. Specifically, Plaintiff will provide a draft copy of the FAC to Defendant for review no later than ten (10) calendar days before the anticipated filing date. Defendant shall not be required to file an answer or other responsive pleading to the FAC. It is the understanding of the Parties that this Settlement shall cover the claims in the Action as alleged in the Complaint, LWDA Letter, and the subsequently filed Operative Complaint subject to this paragraph.

4.4. **Settlement Sum.** In exchange for the releases, obligations, and promises set forth in this Settlement (and subject to the terms and conditions contained in this Settlement), Defendant agrees to pay the Gross Settlement Amount of **Seven Hundred Ninety-Five Thousand Dollars and Zero Cents (\$795,000.00)**, subject only to a pro-rata increase based upon the escalator provision set forth in Paragraph 4.5, which is the total and all-inclusive amount Defendant shall be obligated to pay under the Settlement embodied by this Agreement (except that Defendant shall pay the Employer Taxes and withholdings with respect to the wages portion of Individual Settlement Payment separately and in addition to the GSA), for the full resolution of the Action, Plaintiff's Released Claims, Released Class Claims, and Released PAGA Claims. The GSA includes amounts appropriated to the Settlement Class Members, the PAGA Payment, Settlement

Administration Costs to the Settlement Administrator, Attorney's Fees and Costs to Class Counsel, and the Service Award. Defendant will deposit money into a Qualified Settlement Fund ("QSF"), established by the Settlement Administrator.

4.5. Escalator Clause. This settlement is based on 66,000 workweeks. If it is determined that the number of workweeks exceeds 66,000 by more than 10%, Defendant shall have the option (but not the requirement) to select between whether the GSA will be increased *pro rata* per additional Class Member or additional workweek, whichever is greater, or the release period shall cut off at the date that the workweeks exceed 72,600 workweeks. If Defendant elects to invoke the escalator clause, such election must be made in writing and delivered to Plaintiff's counsel no later than ten (10) days before the final approval hearing. If Defendant does not exercise the escalator clause, or if the escalator clause is not triggered, the Settlement Period and PAGA Settlement Period shall not change.

4.6 Distribution of Net Settlement Amount. The Net Settlement Amount shall be allocated among the members of the Settlement Class on a *pro rata* basis based on the number of Workweeks at Issue for each Settlement Class Member, and number of PAGA Pay Periods for each PAGA Releasee. The allocations to the Class Settlement Amount and the PAGA Settlement Amount is based on Workweeks at Issue and PAGA Pay Periods within each allocation group and the applicable statute of limitations periods. The initial calculation prior to the mailing of the Class Notice shall estimate (1) the gross Individual Settlement Payment that each Settlement Class Member may be eligible to receive based on their Workweeks at Issue, assuming that no Class Members opt out of the Class Settlement; and (2) the gross PAGA Payment that each PAGA Releasee may be eligible to receive based on the PAGA Pay Periods. To the extent that individuals are both Settlement Class Members and PAGA Releasees, they shall be eligible to receive both an Individual Settlement Payment and a PAGA Payment. Separate check payments may be issued for Individual Settlement Payment checks and PAGA Payment checks; thus, individuals that are both Settlement Class Members and PAGA Releasees may be issued two separate check payments. The Net Settlement Amount shall be fully distributed, as follows:

- 4.6.1. Class Members who do not opt out of the Class Settlement (i.e., Settlement Class Members) will receive a *pro rata* share of the Class Settlement Amount, as follows:
 - a. Settlement Class Members will receive a *pro rata* share of the Net Settlement Amount, based on their respective number of Workweeks at Issue in the

Settlement Period as compared to the total Workweeks of all Settlement Class Members in the Settlement Period;

b. Settlement Class Members shall have one hundred twenty (180) calendar days from the date of mailing of their Individual Settlement Payment check to cash their Individual Settlement Payment check. The Settlement Administrator shall mail a check cashing reminder postcard to those Settlement Class Members who have not negotiated their Individual Settlement Payment checks within ninety (90) days of mailing. Any failure of a Settlement Class Member to deposit a check shall not affect the enforceability of the release of all Released Class Claims, as the Parties jointly agree that valid consideration for same is the offer of monetary consideration by means of the offer of settlement and mailing of settlement checks. In the event that any Individual Settlement Payment checks are not deposited, cashed, or otherwise negotiated within the 180-day period, shall be void. Any funds not distributed after the expiration of the Individual Settlement Payment checks shall be cancelled and the corresponding funds will be donated to *cy pres* thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure section 384, subd (c). Pursuant to CCP § 384, the *cy pres* recipient shall be WEAVE, Inc. WEAVE’s mission is to promote safe and healthy relationships and support survivors of sexual assault, domestic violence, and sex trafficking. As the only nonprofit legal service provider focused specifically on victims of sexual assault and sex trafficking, WEAVE offers trauma-informed legal services that are responsive to the needs of the diverse and indigent communities it serves. Its work addresses critical gaps in access to justice for vulnerable populations. WEAVE’s vision is that when everyone acts, violence ends. The Settlement Administrator shall distribute any *cy pres* payment.

4.6.2. Pursuant to *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 528 (2021), the Parties agree that an opt-in process is not needed for Settlement Class Members to release their FLSA claims. As the Court held in *Amaro*, “The FLSA’s written consent requirement does not apply to a release in a class settlement of state wage and hour claims.” In the event the Court orders otherwise, the Parties agree that any individual who worked for Defendant during the FLSA period from August 22, 2020, to the present, and that cashes, deposits, or otherwise negotiates the Individual Settlement Payment check

shall be deemed to have opted into *ROSS PHILLIPS, et al. v. KING'S CASINO MANAGEMENT CORP., et al.*, Case No. 23CV007240, for purposes of fully and finally releasing all FLSA claims that they may have against Defendant and/or the Released Parties.

4.6.3. No settlement check shall be issued until the Settlement Administrator provides final calculations of the Individual Settlements Payments to Defense counsel, who shall confirm or object to said calculations within five (5) calendar days of receipt.

4.6.4. The amount distributed to Settlement Class Members, plus all required withholdings (if any), shall not exceed the NSA.

4.6.5 If a Class Member timely and validly submits a Request for Exclusion, as set forth herein, his or her share of the NSA will remain part of the NSA and will be distributed to the Settlement Class Members in accordance with the above formula.

4.7. **PAGA Payment.** Subject to Court approval, the Parties agree to allocate an amount of **Ten Thousand Dollars and Zero Cents (\$10,000.00)** to the settlement of all claims for civil penalties under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA Payment”), which will be paid from the Gross Settlement Amount. Of this, an amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), which is 75% of the PAGA Payment, shall be paid to the State of California LWDA. The remaining 25% of the PAGA Payment, which amounts to Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), shall be distributed *pro rata* to all PAGA Releasees, based on the number of PAGA Pay Periods worked by a PAGA Releasee, as a fraction of the total PAGA Pay Periods worked of all PAGA Releasees. The portion of the PAGA payment to the PAGA Releasees shall be treated entirely as penalties. Although the PAGA Settlement will be subject to Court approval, PAGA Releasees will not have the opportunity to opt-out or object to the PAGA Payment or the release of PAGA Claims set forth in this Agreement. In the event the LWDA or the Court rejects this allocation, the Parties will meet and confer with the Court and the LWDA to reach a penalty allocation acceptable to all parties that does not materially alter the terms of Settlement, nor require Defendant to pay more than the GSA. Concurrently, when Plaintiff files their Motion for Preliminary Approval, Plaintiff shall send a copy of the Settlement to the LWDA pursuant to the 2016 amendments to PAGA. The PAGA Payment shall be paid from the Gross Settlement Amount.

4.8. **Attorneys' Fees, Costs, and Expenses.** Class Counsel shall request attorneys' fees up to one third (1/3) of the GSA, currently estimated at **Two Hundred Sixty-Five Thousand Dollars and Zero Cents (\$265,000.00)**, for attorneys' fees; and up to **Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00)** for reimbursement of reasonable out-of-pocket litigation costs and expenses according to proof ("Attorneys' Fees and Costs"). Class Counsel agrees not to seek from Defendant any additional attorneys' fees, costs and/or expenses stemming from their involvement in the Action. Plaintiff and Class Counsel will apply to the Court for payment of Class Counsel's request for Attorneys' Fees and Costs. Defendant agrees not to oppose Class Counsel's request for Attorneys' Fees and Costs in these amounts. The terms of this Agreement will not be abrogated and will continue in full force even if the Court awards a lesser amount for Attorneys' Fees and Costs than requested by Class Counsel. The outcome of the Court's ruling on the application for Attorneys' Fees and Costs shall not terminate the Settlement or otherwise affect the Court's ruling on the Final Approval Order. To the extent the Court does not approve payment of Attorneys' Fees and Costs in the amount set forth herein, the amount that is not awarded to Class Counsel shall remain a part of the NSA for distribution to the Settlement Class Members on a *pro rata* basis. Except as provided in this Paragraph, upon final approval, each Party shall bear their or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, and settlement of the Action. Attorneys' Fees and Costs shall be paid without withholding, and an IRS Form 1099 will be issued for such payments. Class Counsel will provide the Settlement Administrator with IRS Form W-9, with all corresponding taxpayer identification entered, so that an IRS Form 1099 may be issued.

4.9. **Service Award to Plaintiff.** In return for services rendered to the Class Members, Plaintiff will request that the Court approve a Service Award of up to **Ten Thousand Dollars and Zero Cents (\$10,000.00)** for themselves from the GSA. Defendant will not oppose such an application. The terms of this Agreement will not be abrogated and will continue in full force even if the Court awards a lesser amount for the Service Award. The outcome of the Court's ruling on the application for a Service Award shall not terminate this Settlement or otherwise affect the Court's Final Approval Order. Any amount not approved by the Court shall become part of the Net Settlement Amount for distribution to the Settlement Class Members on a *pro rata* basis. In return for the Service Award, Plaintiff will release Plaintiff's Released Claims upon Defendant's funding of the GSA. The Service Award payable to Plaintiff shall be in addition to any Individual

Settlement Payments they may receive. Notwithstanding the foregoing, nothing in this Agreement releases any claims that may not be released as a matter of law.

4.10. **Costs of Settlement Administration.** The Parties have mutually agreed to the selection of the Settlement Administrator to undertake the administration of the Settlement in this Action. The reasonable Settlement Administration Costs through and beyond the Final Approval Hearing are estimated not to exceed **Twelve Thousand Five Hundred Fifty Dollars and Zero Cents (\$12,550.00)** and shall be paid from the Gross Settlement Amount subject to Court approval. The terms of this Settlement Agreement will not be abrogated and will continue in full force even if the Court awards a lesser amount for Settlement Administration Costs. The outcome of the Court's ruling on Settlement Administration Costs shall not terminate this Agreement or otherwise affect the Court's ruling on the Final Approval Order. Any amount not approved by the Court shall become part of the Net Settlement Amount for distribution to the Settlement Class Members on a *pro rata* basis.

4.11. **Taxes & Tax Treatment.** Each Settlement Class Member's payment shall be treated 33% as wages and will be reported as such to each Settlement Class Member on an IRS Form W-2; and 67% as civil penalties or liquidated damages, and as interest, will be reported as such to each Settlement Class Member on an IRS Form 1099, if applicable, and as interest and will be reported as such to each Settlement Class Member on an IRS Form 1099, if applicable. The wage portion shall be paid net of all Employee's Taxes and Required Withholdings, including federal, state, and local income tax, FICA taxes, and federal and state unemployment taxes. The Parties further agree that the PAGA Payment distributed to each PAGA Releasee will be treated entirely as civil penalties and will be reported as such to each PAGA Releasee on an IRS Form 1099, if applicable.

4.11.1. Defendant shall transmit to the Settlement Administrator for payment of the employer share of all payroll taxes imposed by law separately and in addition to the Gross Settlement Amount ("Employer Taxes"). All Employer Taxes withheld and paid by the Settlement Administrator shall be reported by the Settlement Administrator to the appropriate taxing authorities under the payee's name and social security number.

4.11.2. **Tax Treatment of Attorneys' Fees and Cost Award.** Class Counsel will receive an IRS Form 1099 for any amount awarded to Class Counsel in the form of attorneys' fees and/or costs and will be responsible for payment of any taxes owing on said

amount. Class Counsel will transmit to the Settlement Administrator by e-mail a signed IRS W-9 form, with all corresponding taxpayer identification entered.

4.11.3. All Settlement Class Members are obligated to pay their respective share of any taxes, local, state, or federal, which may become due and owing on the monies received under this Settlement.

4.11.4. In the event that any taxing body determines that different amounts should have been withheld from the payments (or any portion thereof) provided for in this Paragraph, the Settlement Class Member shall be liable for the payment of any such employee's share of taxes and agree to defend, indemnify and hold the Released Parties harmless for the payment of such taxes, the failure to withhold, and any interest and penalties imposed thereon.

4.11.5. None of the payments provided under the Settlement shall be taken into account for purposes of determining benefits under any qualified or non-qualified plans of Defendant or their affiliated companies.

4.11.6. The Parties agree that the Gross Settlement Amount will qualify as a QSF pursuant to the requirements of section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section 1.468B-1. *et seq.* of the income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the "Administrator" of the qualified settlement funds for purposes of section 1.46B-2(k) of the income tax regulations. As such, to the extent applicable, all taxes imposed on the gross income of the Gross Settlement Amount and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service, or any state or local taxing body will be paid from the Gross Settlement Amount.

4.11.7. **No Tax Advice.** All Parties represent that they have not received, and shall not rely on, advice or representations from the other Party or their/its agents regarding the tax treatment of payments under federal, state, or local law. To that end, neither Plaintiff nor Defendant, nor the Parties' attorneys, shall give or are giving any tax advice in connection with the Settlement or any payments to be made pursuant to this Settlement. Each Settlement Class Member agrees to indemnify and hold harmless Defendant from any liability for employee-side taxes and/or related fees, costs, or assessments resulting from his or her failure to timely pay his or her share of employee-side taxes and/or related interest, fees, or penalties owed.

4.11.8. **Tax Treatment of Service Award.** Plaintiff will receive an IRS Form 1099 for their Service Award and will be responsible for payment of any taxes owing on said amount.

4.12. **Conditional Nature of Stipulation for Certification of the Class Action Claims:** Solely for purposes of this Settlement, the Parties shall stipulate to the certification of the California Class. Defendant does not waive, and instead expressly reserve its right to challenge the propriety of the class certification for any purpose if this Settlement had not been entered into by the Parties should the Court not approve the Settlement or should counsel for either Party exercises its rights to terminate the Settlement as permitted by this Agreement. Should for whatever reason the Settlement not become effective, the fact that the Parties were willing to stipulate to certification of the Class Action as part of the Settlement shall have no bearing on, and shall not be admissible in connection with , the issue of whether the Class Action, or any claim or class, should be certified in a non-settlement context in this Class Action or any other civil, criminal, and/or administrative action or licensing proceeding, or in any other action. Defendant expressly reserves its right to oppose class certification in this or any other action should this Settlement not become effective. The Parties are not certifying any PAGA Claims. In support of this Agreement, Plaintiff shall request that the Court certify for settlement purposes the Class as to all non-PAGA claims that have been asserted, which Defendant shall not oppose or object to.

4.12.1. **Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Plaintiff Ross Phillips shall be appointed as representative for the Class Action.

4.12.2. **Appointment of Class Counsel.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Arrash T. Fattahi and Arman A. Salehi of WILSHIRE LAW FIRM, and any other attorney(s) associated with the law firm, shall be appointed as Class Counsel.

4.13. **No Additional Contribution by Defendant.** Defendant's monetary obligation under this Settlement is limited to the Gross Settlement Amount and Employer Taxes. Defendant shall not be obligated to make any payments contemplated by this Settlement until the conditions set forth in this Settlement occur. Specifically, Defendant shall not be required to pay more than the Gross Settlement Amount and Employer Taxes to obtain the relief provided in this Agreement or to settle and resolve the Released Class Claims, Released PAGA Claims, or the Plaintiff's Released Claims fully and finally. Notwithstanding the above, in the event that this Settlement is

voided or nullified, in whole or in part, however that may occur, or the settlement of the Action are barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendant shall cease to have any obligation to pay any portion of the GSA to anyone under the terms of this Settlement.

4.14. **Non-Materiality of Attorneys' Fees, Costs and Service Award.** Any reduction in amount by the Court of the application for Attorneys' Fees and Costs, Service Award, and/or Settlement Administration Costs will in no way affect the validity of the remainder of this Agreement or give rise to a right to abrogate this Settlement.

5. **SETTLEMENT ADMINISTRATION, DUTIES AND OBLIGATIONS**

5.1. **Settlement Administrator's Duties.** The Settlement Administrator shall coordinate and undertake all duties related to the administration of the Settlement.

5.1.1 The duties of the Settlement Administrator shall include, but are not limited to: (i) compile and send the Class Notice to Class Members and PAGA Releasees via U.S. Mail; (ii) confirm the accuracy of the mailing addresses of Class Members and PAGA Releasees through the United States Post Office's National Change of Address database before mailing; (iii) perform one skip trace on any mailed Class Notice returned as undeliverable; (iv) re-mail Class Notice one time only by First Class Mail if the Class Notice was returned undeliverable and a new address is located or upon a Class Member's or PAGA Releasees request; (v) send deficiency letters as needed; (vi) complete the allocation duties described below; (vii) process Workweek at Issue Disputes, Requests for Exclusion, and Objections; (viii) calculate and distribute all payments due under the Settlement; (ix) undertake tax reporting, withholding, remittances, and calculation of Employer Taxes; (x) create and operate a toll-free call center to handle inquiries from Class Members; (xi) if needed, handle the calculation of Workweeks at Issue based on time and pay data provided by Defendant; and (xii) establish the QSF. The Settlement Administrator shall also provide a declaration under penalty of perjury ("Administrator's Declaration") which summarizes its findings and the results of the notice process, including and not limited to, stating: the number of individuals and Workweeks at Issue reflected in the data provided by Defendant; the number of mailings; the number of Workweeks Disputes, Objections, and Requests for Exclusion received; and other information as is required to obtain Final Approval of the Settlement.

5.1.2. Class Counsel and Defense counsel may review and approve any documents contemplated by the Settlement before they are mailed or sent. The Settlement Administrator may mail no documents without first receiving written approval to do so from Class Counsel and Defense counsel. The Settlement Administrator must have in place an effective information and data security protocols and/or program capable of protecting the personal information of the Class Members and PAGA Releasees. In addition, the Settlement Administrator must maintain reasonable physical, administrative, and technical controls to protect such information. Class Counsel and Defense Counsel may object to the selection of a Settlement Administrator that cannot reasonably maintain the security of Class Members and PAGA Releasees' contact information. All of the information produced to the Settlement Administrator will be subject to the Parties' Stipulated Protective Order.

5.1.3. Based on the information in the Class List, any pay and time data forwarded by Defendant (if needed), and the formula set forth in this Agreement, the Settlement Administrator shall promptly calculate the share of PAGA Payment to every PAGA Releasee and an estimated Individual Settlement Payment for every Class Member, to be included in the individualized Class Notice to be sent to that Class Member, and shall prepare and mail a spreadsheet setting forth those calculations to Defense Counsel no fewer than seven (7) calendar days before mailing of the Class Notice to the Class Members and PAGA Releasees. The Class Notice will inform each Class Member of his/her right to do nothing and receive an Individual Settlement Payment, dispute the number of Workweeks at Issue, submit a Request for Exclusion, or to object to Settlement as described herein.

5.1.4. Every seven (7) calendar days after mailing of the Class Notice, the Settlement Administrator shall provide regular, periodic updates to the Parties regarding the administration process. The report will list the number of Class Notices sent by U.S. Mail in the initial mailing; the number of Class Notices sent by U.S. Mail that were returned as undeliverable with forwarding address; the number of Class Notices sent by U.S. Mail that were returned as undeliverable without forwarding address; the number of Class Notices sent by U.S. Mail for which an updated mailing address was located via skip tracing; the number of Class Notices sent by U.S. Mail that were remailed; upon request, a list by name of all Class Members who timely and validly opted out by submitting a Request for Exclusion; a list by name of all Settlement Class Members who timely objected

by submitting an Objection; a list of all Settlement Class Members who timely submitted a dispute of Workweeks at Issue; the number of Requests for Exclusion, Objections, and disputes of Workweeks at Issue received in the past seven days, and in total; and other relevant information as may be necessary.

5.2. Production of Class List to the Settlement Administrator: Subject to a Stipulated Protective Order entered into between the Parties, within thirty (30) calendar days following the date on which the Court enters the Preliminary Approval Order or approves the Class Notice, Defendant shall provide the following information to the Settlement Administrator for all Class Members and PAGA Releasees: (a) full names, last known mailing addresses, social security number, and last known telephone numbers (if known); (b) the start date and end of employment date for each Class Member that worked as a non-exempt or hourly-paid employee for Defendant during the applicable Settlement Period; (c) the number of Workweeks at Issue in the Settlement Period; (d) the total number of PAGA Pay Periods worked by each PAGA Releasee; and (e) any additional agreed-upon information necessary to perform payout calculations or identify Class Members or PAGA Releasees as provided in this Agreement (“Class List”). If timing is an issue, Defendant reserve the right to provide the Settlement Administrator the pay and time data for each Class Member, or the start and end date for each Class Member and permit the Settlement Administrator to calculate the number of Workweeks at Issue for each Class Member or the total PAGA Pay Periods for each PAGA Releasee pursuant to the instructions provided above. The information provided to the Settlement Administrator shall be marked and considered “Confidential,” shall not be disclosed to anyone other than Defense counsel and the Settlement Administrator. The Settlement Administrator will keep the list confidential, use it only for the purposes described herein, and return it to Defendant and/or destroy it upon completion of the settlement administration process. The Class List shall not be shared with Class Counsel or anyone other than the Defense counsel.

5.3. Class Notice to Class Members and PAGA Releasees. The Class Notice will be a pre-printed notice, in substantially the form attached hereto as **Exhibit A** or as otherwise approved by the Court. The Class Notice shall notify Class Members of its option to participate in the Settlement, dispute the Workweeks at Issue credited to them, submit a Request for Exclusion, or submit an Objection, and shall provide the deadline to exercise these options. The Class Notice shall also state the number of Workweeks at Issue credited to each Class Member as a Settlement Class Member; and his or her estimated gross Individual Settlement Payment based thereon. The

Parties agree that for settlement purposes only because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute this Agreement . Accordingly, the Class Notice will advise all Class Members of the binding nature of the release of claims and any such notice shall have the same force and effect as if the Agreement were executed by each Class Member. The Parties intend that reasonable means be used to maximize the probability that all Class Members shall receive the Class Notice.

5.3.1. **Timing.** Within fifteen (15) calendar days after receiving the Class List, the Settlement Administrator shall disseminate the Class Notice to all the Class Members and PAGA Releasees by U.S. Mail at the addresses identified through the process described above. Prior to the mailing of the Class Notice, the Settlement Administrator shall access the National Change of Address (“NCOA”) Database for more recent mailing addresses for each Class Member and update the addresses on file in the Class List accordingly. As to any Class Notices that are returned as undeliverable, or where the NCOA Database indicates that the last known address of any Class Member is invalid or otherwise undeliverable, the Settlement Administrator will perform a skip trace procedure and re-mail all returned, undelivered mail within five (5) business days of the date on which the Settlement Administrator is informed that a Class Notice is undeliverable, or an address is otherwise invalid. Other than the obligations set forth in this Settlement Agreement, the Parties will have no additional obligation to identify or locate any Class Member. The Parties will not be responsible for nor have any liability in connection with the provision of Class Member data to the Settlement Administrator, outside of the obligations set forth in the Settlement Agreement. The Settlement Administrator and all those working through, in concert with, or on behalf of the Settlement Administrator, shall be obligated to take all reasonable steps to maintain the confidentiality of Class Member information and to carry out the other duties enumerated in the Settlement Agreement, including calculating each Class Member’s potential share of the Settlement. The Settlement Administrator shall provide Defense counsel and Class Counsel with weekly summary reports, as specified in Paragraph 5.1.4. The Settlement Administrator shall maintain records of its work, which will be available for inspection upon request by Defense counsel.

5.4. **Resolution of Disputes.** In the event of a dispute regarding the validity of a Class Member, or their number of Workweeks at Issue, the Parties will meet and confer in an effort to reach a resolution. Absent evidence rebutting Defendant’s records, Defendant’s records and related

decision will be presumed determinative. The Parties' decision will resolve the challenge and will constitute a final and binding determination without hearing or right of appeal. All disputes relating to Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which shall have continued jurisdiction over the Settlement until all obligations contemplated have been fully carried out.

5.5. Calculation of Employer Taxes. Within seven (7) calendar days after the Effective Date, Settlement Administrator shall calculate all Employer Taxes and inform Defendant of the total amount that is due for Employer Taxes separate and apart from the Gross Settlement Amount. The Settlement Administrator will issue appropriate tax forms to each Settlement Class Member and PAGA Releasee consistent with the foregoing breakdown.

5.6. Calculation of Employee's Taxes and Required Withholdings: The Settlement Administrator shall calculate, withhold from each Individual Settlement Payment and the Service Award, and remit to applicable governmental agencies sufficient amounts as may be owed by the Settlement Class Members and Plaintiff for applicable employee taxes. The Settlement Administrator will issue appropriate tax forms to each Settlement Class Member, Plaintiff, and PAGA Releasee consistent with the foregoing breakdown. All Individual Settlement Payments paid to Settlement Class Members, and Plaintiff shall be paid in a net amount after applicable state and federal withholdings, including payroll taxes, have been deducted.

6. CLASS MEMBERS' OPTIONS IN RESPONSE TO THE CLASS NOTICE

6.1. Request Exclusion from the Class Settlement. Any Class Member who wishes to be excluded from the Settlement may seek exclusion under this Paragraph. However, no PAGA Releasee can seek exclusion from the PAGA portion of the settlement. In order to opt out and not participate in the Settlement, a Class Member must submit a written Request for Exclusion containing: (1) the Class Member's full name, mailing address, e-mail, last four digits of his or her Social Security number, and signature; (2) the case name and/or case number of the action (*i.e.*, *Ross Phillips, et al. v. King's Casino Management Corp., et al.*, Case No. 23CV007240); and (3) an unambiguous statement indicating that the Class Member seeks to exclude himself or herself from the Settlement. The Class Member seeking exclusion from the Settlement must complete the Request for Exclusion. The Request for Exclusion must be submitted to the Settlement Administrator, by U.S. mail, postmarked on or before the Response Deadline. Upon receipt of any Request for Exclusion within the Notice Period, the Settlement Administrator shall review the request to verify the information contained therein, and to confirm that the request complies with

the requirements of this Settlement. ***Upon request, the Settlement Administrator shall immediately send all Requests for Exclusion to Defense counsel or Class Counsel.***

6.1.1. Opting Out of the Class Settlement. Any Class Member who properly submits a timely, complete and valid Request for Exclusion using this procedure specified above will not be entitled to an Individual Settlement Payment and will not be bound by the Settlement or have any right or standing to submit any Objection, appeal or comment of the Agreement or proposed settlement, except that a Class Member that is also a PAGA Releasee will be bound by the Released PAGA Claims set forth in this Agreement and will be issued the PAGA Releasee's share of the PAGA Payment, and therefore any right to receive or pursue penalties for the Released PAGA Claims pursuant to Labor Code §2699, *et seq.* whether on an individual or representative basis shall be extinguished upon Final Approval of this Settlement.

6.1.2. Not Opting Out of the Class Settlement. A Class Member who does not submit a timely and valid Request for Exclusion in the manner and by the deadline specified above shall be deemed to have waived his or her right to be excluded from the Settlement, and shall be bound by all the terms and conditions of this Settlement, including all orders issued pursuant thereto, and shall also be bound by the Court's Order enjoining all Settlement Class Members from pursuing, or seeking to reopen, any of the released claims against the Released Parties.

6.1.3. Until Submission of Request for Exclusion. Any Class Member who fails to submit a timely, complete and valid Request for Exclusion shall be barred from opting out of the proposed settlement or Settlement Agreement. The Settlement Administrator shall not review nor consider any Request for Exclusion postmarked after the end of the Notice Period. It shall be conclusively presumed that, if any Request for Exclusion is not postmarked on or before the end of the Notice Period, or is not received by the Settlement Administrator, the Class Member did not make the request in a timely or valid manner. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to submit a Request for Exclusion.

6.1.4. Weekly Updates. The Settlement Administrator's weekly update shall provide the number of Request for Exclusions it receives that week as well as the total number of Request for Exclusions received to date.

6.2. Objection to the Class Settlement. A Class Member who does not submit a timely and valid Request for Exclusion (i.e., Settlement Class Member(s)) will have the right to submit a written Objection during the Notice Period. The written Objection must contain: (1) the objector's full name, mailing address, e-mail, last four digits of his or her Social Security number, and signature; (2) the case name and/or case number of the action (i.e., *Ross Phillips, et al. v. King's Casino Management Corp., et al.*, Case No. 23CV007240); (3) a statement indicating that the Settlement Class Member objects to the Settlement; (4) the specific ground(s) for the objection(s), along with any legal authority the objecting Settlement Class Member intends to rely on in support of their objection; (5) a statement indicating whether or not they are represented by counsel (if so, the statement shall state the name and contact information of said counsel); and (6) a statement indicating whether or not the Objecting Settlement Class Member will appear at the Final Approval Hearing. The Settlement Administrator shall immediately send all objections to Defense counsel and Class Counsel.

6.2.1. The written Objection must be submitted to the Settlement Administrator, by U.S. Mail, postmarked on or before the Response Deadline. The Settlement Administrator shall then promptly forward any Objections that it receives to Class Counsel and Defense Counsel. A Settlement Class Member may still appear and object to the Settlement at the Final Approval Hearing even if he or she does not submit a written objection. A Settlement Class Member who does not object to the Settlement by either tendering an objection at the Final Approval Hearing or submitting a written Objection in the manner and by the deadline specified above shall be deemed to have waived all objections and shall be foreclosed from making any objections to the Settlement, whether by appeal or otherwise. Settlement Class Members who fail to timely submit an Objection in this manner shall be foreclosed from making any objection to this Settlement Agreement *after* the Notice Period. If the Court permits, a Settlement Class Member may appear at the Final Approval Hearing and orally present their Objection. Only Settlement Class Members may object to the Settlement. PAGA Releasees will not have the opportunity to opt out or object to the PAGA Payment and/or release of PAGA Claims although the PAGA Payment will be subject to Court approval.

6.2.2. Counsel for the Parties shall file any responses to any Objections at the time the Motion for Final Approval is filed. Settlement Class Members may, prior to the Final

Approval Hearing, withdraw their Objections in a writing to the Settlement Administrator, which may then be filed with the Court.

6.2.3. All Parties and their counsel will not seek to solicit or otherwise encourage any Class Member to submit an Objection, nor encourage any Settlement Class Member to appeal from the final judgment.

6.2.4. A Class Member may not submit both an Objection and a Request for Exclusion. If a Class Member submits both an Objection and a Request for Exclusion, the Request for Exclusion will control, and the Objection will be deemed to have no force or effect .

6.3. **Workweek Disputes.** A Settlement Class Member must submit a written dispute to the Settlement Administrator in order to dispute the number of Workweeks at Issue credited to him or her (“Workweek Dispute”) which must: (1) contain the Settlement Class Member’s full name, mailing address, e-mail, last four digits of his or her Social Security number, and signature; (2) contain the case name and case number of the action (*i.e.*, *Ross Phillips, et al. v. King’s Casino Management Corp., et al.*, Case No. 23CV007240); (3) contain an unambiguous statement indicating that the Settlement Class Member disputes the Workweeks at Issue credited to him or her and indicating what number of Workweeks he or she contends is correct or incorrect; and (5) attach documentation and information supporting his or her contention about the correct number of Workweeks that should be credited to him or her. Absent evidence rebutting Defendant’s records, Defendant’s records and decision based on same will be presumed determinative. The Workweek Dispute must be submitted to the Settlement Administrator, by U.S. mail, postmarked on or before the Notice Period. The Settlement Administrator shall refer all disputes to Defense Counsel who shall examine the records and verify the calculation or provide a corrected calculation to counsel for the Parties where possible. If Defendant is unable to resolve the issue, the Parties will meet and confer in an effort to reach a resolution. Defendant’s or the Parties’ determination of disputes will be a final and binding determination without hearing or right of appeal. In the event that Defendant or Plaintiff are unable to resolve the dispute, they shall present it to the Court for resolution.

6.3.1. If a Settlement Class Member timely disputes the number of Workweeks at Issue listed on his or her Class Notice, the dispute will be submitted to the Settlement Administrator, who will examine the records and either verify the calculation or provide a corrected calculation. If the Settlement Administrator is not able to resolve, they will refer

the Dispute to Defendant. Disputes must be in a writing that is submitted to the Settlement Administrator, postmarked on or before the Response Deadline. The Weeks at Issue dispute must be submitted to the Settlement Administrator, by U.S. Mail, postmarked on or before the final date of the Notice Period.

6.3.2. In the event that any person self-identifies as a Class Member that was not included on the Class List, he or she must submit evidence supporting this contention to the Settlement Administrator or Class Counsel. The Parties shall resolve the claim pursuant to the procedures and standards set forth in Paragraph 6.3, as applicable.

6.3.3. All disputes relating to the Parties' or Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which shall have continuing jurisdiction over the Settlement Agreement until all obligations contemplated have been fully carried out.

6.4. **No Retaliation.** Defendant shall not retaliate against any Class Member for participating in or opting out of the Settlement. All Parties and their counsel will not seek to solicit or otherwise encourage any Class Member to submit a Request for Exclusion.

7. FUNDING AND DISTRIBUTION OF THE SETTLEMENT

7.1. **Funding of Settlement.** Within **thirty (30) calendar days** after the Effective Date, Defendant shall pay the settlement sum of \$795,000.00 and the amount that the Settlement Administrator advises is due for Employer Taxes, by transferring these amounts to the QSF account established by the Settlement Administrator for administration of the Settlement. The successful delivery of the Gross Settlement Amount to the Settlement Administrator plus its share of Employer's Taxes shall be deemed to have satisfied all the terms and conditions under this Settlement, shall be entitled to all protections afforded to Defendant, shall constitute full and complete discharge of the entire obligation of Defendant, and will trigger the release of the Released Class Claims, Released PAGA Claims, and Plaintiff's Released Claims under this Agreement. Additionally, no Released Parties shall have any further obligation or liability to the PAGA Releases or Settlement Class Members under this Agreement.

7.2. **Distribution of the Settlement Funds.** The Settlement Administrator shall distribute the Individual Settlement Payments and PAGA Payments to Settlement Class Members and PAGA Releasees, the Service Award to Plaintiff, Settlement Administration Costs to the Settlement Administrator, and Attorneys' Fees and Costs to Class Counsel, within **fifteen (15) calendar days** of receipt of settlement funds from Defendant.

7.3. No Claims Resulting from Payments. No person shall have any claim of any kind whatsoever against the Plaintiff, Defendant, Released Parties, the Settlement Administrator, Defense Counsel, and/or Class Counsel, or any other agent designated by the Plaintiff or Defendant based upon distribution of the Individual Settlement Payments and the PAGA Payments (including, without limitation, the Attorneys' Fees and Costs, Service Award, etc.) made substantially in accordance with this Settlement or further orders of the Court. The Settlement Administrator shall be deemed to have timely distributed all such payments to the Settlement Class Members if it places in the mail Individual Settlement Payments for all Settlement Class Members and the PAGA Payments to the PAGA Releasees and the State of California LWDA by the applicable deadlines set forth in this Settlement or by the deadlines set by the Court. Similarly, neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

7.4. PAGA Check. Payment to the PAGA Releasees of their portion of the PAGA Payment shall be paid to each of them by way of a check ("PAGA Check"), which may be combined with the Class Settlement payment. The PAGA Check represents the portion of the civil penalties awarded directly under PAGA and may be included in conjunction with the Class Settlement payment, or separately. The Settlement Administrator will assess how best to distribute the PAGA Check.

7.5. Class Settlement Payment. Any Class Member will become a Settlement Class Member and receive an Individual Settlement Payment unless he or she opts out of the Settlement by timely submitting a valid Request for Exclusion pursuant to the terms of this Agreement.

7.6 Language on Settlement Check. Pursuant to *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 528 (2021), the Parties agree that an opt-in process is not needed for Settlement Class Members to release their FLSA claims. As the Court held in *Amaro*, "The FLSA's written consent requirement does not apply to a release in a class settlement of state wage and hour claims." In the event the Court Orders otherwise, the Parties agree that each Individual Settlement Payment check shall contain language in substantially the following form: "I understand that by cashing, depositing, or otherwise negotiating this check I will be deemed to have opted into *Ross Phillips, et al. v. King's Casino Management Corp., et al.*, Case No. 23CV007240, for purposes of the federal Fair Labor Standards Act (FLSA) release to the extent required to do so under applicable law for purposes of the court-approved settlement therein."

7.7. No Credit Toward Benefit Plans. Except as otherwise required by applicable plan documents, the Individual Settlement Payments, Service Award, and PAGA Payment made to Plaintiff, Settlement Class Members and PAGA Releasees under this Settlement shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Member may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation benefit plans, sick leave plans, PTO plans, pension plans, unemployment compensation, any perceived plans related to the Employee Retirement Income Security Act (“ERISA”), and/or any other benefit plan. It is the Parties’ intention that this Settlement will not affect any rights, contributions, or amounts to which Settlement Class Members may be entitled under any benefit plans.

8. RELEASED CLAIMS

8.1. Upon Defendant’s deposit of the GSA and Employer Taxes with the Settlement Administrator, Plaintiff and all other Settlement Class Members, on behalf of themselves, as well as on behalf of all of their agents, heirs, beneficiaries, devisees, legatees, grantees, transferees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, successors-in-interest, and assigns, fully and forever release, acquit, and discharge the Released Parties from all Released Class Claims. Upon Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator, Plaintiff, the State of California and all other PAGA Releasees, on behalf of themselves, as well as on behalf of all of their agents, heirs, beneficiaries, devisees, legatees, grantees, transferees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, successors-in-interest, and assigns, fully and forever release, acquit, and discharge the Released Parties from all Released PAGA Claims

8.2. **Release of Settlement Class Members’ Claims.** After Defendant funds the GSA and Employer Taxes, each Settlement Class Member will be deemed to have released, waived, and discharged the Released Parties from his or her Released Class Claims as defined in the Settlement. Each Settlement Class Member further covenants and agrees that, since each Settlement Class Member is settling disputed claims, a Settlement Class Member will not accept, recover, or receive any overtime compensation, back pay, liquidated damages, restitution, losses, fines, liens, exemplary damages, punitive damages, penalties, interest, attorneys’ fees and costs, expenses, debts, interest, injunctive relief, declaratory relief, other damages, or any other form of relief based on any Released Class Claims settled in the Action, or in connection with any other individual, class, collective, representative, administrative, or arbitral proceeding pursued by any individual,

class, or federal, state or local governmental agency against the Released Parties for Released Class Claims during the Settlement Period. Settlement Class Members further acknowledge and agree that they are enjoined from pursuing any Released Class Claims settled as part of this Settlement and will not file, cause to be filed, or affirmatively join or opt in, as a collective member, beneficiary or other participant in any action that pursues any claim released under the Released Class Claims and will not seek to obtain recovery based on the facts giving rise to the claims pled of which could have pled in the Action. If involuntarily joined in any Action against Released Parties regarding claims released under the Released Class Claims, Settlement Class Members agree to waive their rights to any recovery that may result from such action or proceedings, and not to pursue claims on their own behalf. Notwithstanding the foregoing, nothing in this Agreement releases any claims that may not be released as a matter of law.

8.2.1. Settlement Class Release: Each Settlement Class Member who has been issued a settlement check for their Individual Settlement Payment knowingly, voluntarily, and fully releases the Released Parties (as defined in this Settlement) from all Released Class Claims, as well as any other claims that were alleged or could reasonably have been alleged based on the facts set forth in the Operative Complaint during the Settlement Period, including but not limited to: (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7); (5) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.), arising from the Labor Code violations referenced in the Operative Complaint and as defined above as the “Released Class Claims.” Settlement Class members are bound by the Settlement regardless of whether they cash their Individual Settlement Payment. The Settlement Class Release shall include all claims and/or causes of action arising from or related to the Operative Complaint, or which arise out of or directly or indirectly relate to such facts, whether known or unknown, including but not limited to, the failure to pay wages, the failure to pay for all hours worked, including “off the clock” claims, and other claims whatsoever that were alleged in the Actions.

8.2.2. Complete Release and Waiver: The Released Class Claims is meant to be as complete and broad as legally permissible. Upon the Effective Date, in addition to the Released Class Claims and Released PAGA Claims (if applicable), Settlement Class Members knowingly and voluntarily waive and relinquish, to the fullest extent permitted by law, any and all rights or benefits conferred by any California law (as well as any and all provisions, rights, and benefits of a similar state or federal law) that would otherwise limit the scope of this release to claims known or suspected to exist at the time of execution based on the factual predicate of the Operative Complaint. This waiver applies only to claims arising from or related to the Released Class Claims. The provisions of this paragraph also apply to the Released PAGA Claims that are released by Settlement Class Members who opt-out of the non-PAGA portions of the Settlement.

8.3. Plaintiff's General Release: For the purpose of implementing a full and complete release and discharge, the Plaintiff expressly acknowledges that the release given in this Agreement is intended as a general release of all claims and causes of action asserted in the Operative Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. Plaintiff general release also includes, but is not limited to, all claims those that he did not know or suspect at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of the Action. Plaintiff expressly acknowledges that the consideration given under this Settlement is also for the release of those claims and contemplates the extinguishment of any such claims against the Released Parties. Plaintiff shall knowingly, voluntarily, and completely release the Released Parties as defined in this Settlement from/for all the Plaintiff's Released Claims. Other than the Operative Complaint, and the LWDA Letter, Plaintiff represents he has no other action, administrative complaint, or charge against the Released Parties in any local, state, or federal court or administrative agency. Plaintiff further acknowledges that all claims raised in the Operative Complaint, and the LWDA Letter shall be fully and finally extinguished by virtue of this Settlement and the Court's Final Approval Order. Plaintiff further represents that he will not bring any action in the future in which they seek to recover any damages from Defendant or the Released Parties relating to or arising from Plaintiff's employment with King's Casino, other than an action to enforce his rights under this Settlement. Plaintiff is bound by the Settlement regardless of

whether he cashes his settlement check. Plaintiff shall release all of his individual claims, including his individual PAGA claims, *with prejudice*.

8.3.1. **1542 Waiver and Additional Release.** In addition to the above, as of the Effective Date, Plaintiff hereby waives and releases any and all provisions, rights, or benefits conferred by section 1542 of the California Civil Code, or by any other similar, comparable or equivalent laws of any other state, territory, or province of the United States or other jurisdiction, or principle of common law, that are similar, comparable or equivalent to §1542 of the California Civil Code to the fullest extent that he may lawfully waive such rights or benefits with respect to Plaintiff's Released Claims. Section 1542 of the California Civil Code provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Being fully informed of this provision of the Civil Code and understanding its provisions, Plaintiff expressly acknowledges and shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver was separately bargained for and is a material element of the Settlement and that he have been advised by his attorney(s) of the contents and effect of Section 1542. Plaintiff may hereafter discover facts other than or different from those which he knows to be true with respect to the Plaintiff's Released Claims, but Plaintiff hereby expressly fully, finally, and forever settles and releases any known or unknown, suspected, or unsuspected, contingent, or non-contingent claim that would otherwise fall within the definition of Plaintiff's Released Claims, without regard to subsequent discovery or existence of such different or additional facts. The above-defined scope of released claims by Plaintiff is meant to be as broad as possible as permitted by law. In consideration for the release described herein and service to the Class, and subject to approval by the Court, the Plaintiff will receive additional monetary compensation by way of the Service Award as more fully detailed in this Agreement.

8.4. **Release of PAGA Claims.** Upon the Court's approval of the PAGA Payment and this release of PAGA Claims, the LWDA and the State of California, by and through Plaintiff as

an agent and proxy of the LWDA, and on behalf of the Aggrieved Employees, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all PAGA Claims premised in whole or in part on any of the claims set forth in the Operative Complaint, and LWDA Letter, including, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, in connection with alleged violations of Labor Code sections 96, 98.6, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802, and 2810.5 that arose at any time during the PAGA Settlement Period and as defined above as “Released PAGA Claims.” The PAGA Releasees will be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Releasees are bound by the release of the PAGA Claims regardless of whether they cash their PAGA Payment Check. PAGA Releasees shall release all Released PAGA Claims that accrued during the PAGA Settlement Period as to the Released Parties upon Defendants’ funding of the GSA, as set forth herein.

8.4.1. Complete Release and Waiver: The Released PAGA Claims is meant to be as complete and broad as legally permissible. Upon the Effective Date, in addition to the Released PAGA Claims, PAGA Releasees knowingly and voluntarily waive and relinquish, to the fullest extent permitted by law, any and all rights or benefits conferred by any California law (as well as any and all provisions, rights, and benefits of any similar state or federal law) that would otherwise limit the scope of this release to claims known or suspected to exist at the time of execution based on the factual predicate of the Operative Complaint. This waiver applies only to claims arising from, or related to, the Released PAGA Claims

8.5. Release of Claims by Class Counsel. Upon receipt of the Attorneys’ Fees and Costs, as ordered by the Court on Final Approval of the Class Settlement, Class Counsel shall fully and finally release Defendant and the Released Parties from any and all claims for attorneys’ fees and expenses arising from the Action, and for attorneys’ fees and expenses for any claims released by the Settlement Class Members related to the Action, whether known and unknown, whether under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

8.6. **No Additional Attorneys' Fees or Costs.** The Parties agree to bear its/their own attorneys' fees and costs related to the Action except as specifically provided in this Settlement Agreement.

8.7. **Labor Code Sections That Do Not Apply to Releases.** The Parties agree that this is a settlement of disputed claims not involving undisputed wages and that Labor Code Section 206.5 is therefore inapplicable. The Parties further agree that California Labor Code sections 206.5 and 2804 do not invalidate any provision of this Agreement, because among other things, the claims, Plaintiff's Released Claims, Released Class Claims, and Released PAGA Claims are disputed and contested, and the Settlement was bargained for at arms' length and approved by the Court.

8.8. **Binding Effect of Agreement on Settlement Class Members.** Upon the Court's entry of its Final Approval Order, all Settlement Class Members (i.e., all Class Members who do not submit a valid Request for Exclusion) shall be bound by this Agreement, whether they cash their settlement check or not, and the Released Class Claims shall be released as against the Released Parties to the greatest extent permitted by law. In addition, unless a Class Member effectively submits a Request for Exclusion to opt out of the Settlement, he or she shall be bound by the Court's Order enjoining all Settlement Class Members from pursuing or seeking to reopen Released Class Claims against the Released Parties to the greatest extent permitted by law. Upon the Court's entry of its Final Approval Order and Judgment regarding the PAGA Payment and the release of the PAGA Claims, all PAGA Releasees shall be bound by the Released PAGA Claims, and the PAGA Claims shall be released as against all the Released Parties to the greatest extent permitted by law.

9. **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

9.1. **Cooperation Clause.** The Parties agree to cooperate fully, completely, and promptly with each other to accomplish the terms of the Agreement, including, but not limited to, execution of documents and taking such Action as may be reasonably necessary to implement the terms of the Agreement. The Parties agree to engage in good faith and reasonable efforts, including all efforts contemplated by this Agreement and any other reasonable efforts that may become necessary by order of the Court, or otherwise, to acquire a Final Approval Order and to enforce this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Class Counsel and Plaintiff will, with the assistance and cooperation of Defendant and Defense counsel, take all necessary steps to secure the Court's Final Approval of the Settlement,

which may include promptly filing stipulations, declarations, or requests that the Court deems necessary, and making such appearances as the Court may deem necessary to secure the total and complete approval of this Settlement and the terms set forth herein.

9.2. Confidentiality and Non-Disparagement. Except as requested by the Court, the Parties and attorneys will keep the Settlement confidential through the filing of Plaintiff's Motion for Preliminary Approval. Thereafter, the Parties will agree to make no comments to the media or any other civil, criminal, and/or administrative action or licensing proceeding, or otherwise publicize the terms of the Settlement, including no reference to the case, the Defendant, or any description regarding the Defendant's business, except Class Counsel may reference publicly available information about the case in their declarations describing their qualifications as counsel filed in other cases. This provision shall not restrict Class Counsel from responding to inquiries posed by Class Members. To that end, prior to filing of the Motion for Preliminary Approval, Class Counsel shall not discuss the terms of the Agreement or the negotiations leading to Settlement with any person other than the Plaintiff, except that Class Counsel may discuss the general terms of the Settlement with the Class Members. Additionally, the Parties agree that prior to the filing of a Motion for Preliminary Approval of this Settlement, the only permitted disclosures of this Agreement are those mutually agreed to by the Parties and as requested by the Court. This provision shall not preclude Defendant from making any necessary corporate disclosures.

9.2.1. Plaintiff agrees that they shall not promote, or publicize the filing of the Action, the Parties' Settlement, this Agreement and its terms, or the negotiations leading to this Agreement with anyone other than the Court. Notwithstanding the foregoing, Plaintiff may disclose the terms of this Agreement to their spouse (if any), and to those persons to whom disclosure is necessary for the preparation of tax returns and other financial reports. Plaintiff agrees that they may disclose the terms of the Settlement to their spouse, but only so long as they first obtain their spouse's express agreement to maintain that information in confidence without specific reference to Defendant by name or any other descriptive information that could lead to the identification of Defendant. This Paragraph shall not limit Plaintiff's ability to disclose the Action, this Settlement Agreement, and its terms, to the extent ordered by a court of competent jurisdiction or otherwise required by law.

9.2.2. The Parties and their counsel agree that they will not issue any press releases, engage in any communications, or take any other action that would directly or indirectly provide the press or media or any litigation reporting service with information

about the Action, this Agreement, or the Parties' Settlement or would otherwise enable or allow the press or other media or any litigation reporting service to learn or obtain such information. Plaintiff and Class Counsel also agree not to post any information concerning this Settlement on the internet or social media, including Facebook, Linked-In, Twitter, Instagram and Snapchat. The Parties and their counsel further agree that they will not post any information regarding this Agreement or the Settlement on their internet websites or take any such action that would cause or allow such information to be posted on any other internet website or on the web, except Class Counsel may reference publicly-available information about the case in their declarations describing their qualifications as counsel filed in other cases, even if such references result in a third party website permitting access to such declarations.

9.2.3. Notwithstanding the foregoing, Defendant and its counsel shall not be precluded from making any disclosures required by law or in connection with an SEC filing, under generally accepted accounting principles, or in Defendant's judgment are required under the ordinary course of business, and Defendant shall also have the right to respond in reasonably general terms to inquiries from the media and investment-related entities.

9.3. **Communication by Counsel.** The Parties and their counsel agree that they shall not seek to solicit or otherwise encourage Class Members to submit a Request for Exclusion or an objection to the Settlement or to appeal from the Preliminary Approval Order and Order Approving PAGA Settlement, Final Approval Order, or Final Judgment. Other than any exceptions referenced herein, Class Counsel agrees that they shall not initiate or contact or have any communications with the Class Members during the settlement approval process. Nothing shall prevent Class Counsel from responding to inquiries from Class Members and PAGA Releasees. For its part, Defendant agree that they shall not discourage Class Members from participating in the Settlement and shall refer any questions to the Settlement Administrator.

9.4. **Preparation of Approval Documents.** Class Counsel shall draft and file a motion seeking preliminary approval of the Settlement ("Motion for Preliminary Approval"), and if the Settlement is granted preliminary approval, a motion seeking final approval of the Settlement ("Motion for Final Approval"). Class Counsel may bring a separate motion for approval of Class Counsel's Attorneys' Fees and Costs and for approval of the Service Award, or they may request such approval as part of the Motion for Final Approval, at Class Counsel's option. Prior to filing

the Motion for Preliminary Approval and Motion for Final Approval, respectively, Class Counsel will provide Defense Counsel with drafts for review and approval. Parties agree to meet and confer if additional time is needed to complete drafting of approval documents and will provide each other a reasonable amount of time to complete the drafting of said documents. Class Counsel need not provide Defense Counsel with drafts of the separate motion for approval of Class Counsel's Attorneys' Fees and Costs and for approval of the Service Award. The Parties will make good faith efforts to jointly agree on the contents and form of the contemplated proposed orders, which will be submitted to the Court in conjunction with the aforementioned motions. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement described in this Settlement.

9.4.1. **Declaration from Settlement Administrator:** If required by the Court, Class Counsel shall provide to the Court, at or before the Final Approval Hearing, the Administrator's Declaration.

9.5. **Resolution of Disputes Related to Drafting:** In the event of a dispute between Class Counsel and Defense Counsel regarding the content or form of the above-mentioned motions, the contemplated proposed orders, and/or any drafting issues related to this Settlement, the Parties will meet and confer in good faith to resolve the issue. In the event the issue cannot be resolved through good faith meet and confer efforts, they will submit the dispute to mediator. Eve Wagner, who will assist the Parties to resolve the dispute.

10. **MOTION FOR PRELIMINARY APPROVAL**

10.1. As soon as reasonably possible after the execution of this Agreement, Class Counsel shall submit this fully executed Settlement to the Court and shall file a Motion for Preliminary Approval, requesting a Preliminary Approval Order that contains the following provisions:

10.1.1 Preliminarily approving the Settlement in its entirety, including the PAGA Payment and the release of the PAGA Claims set forth in this Agreement, and finding its terms as fair, reasonable, and adequate to the members of the Class and the PAGA Releasees;

10.1.2. Preliminarily approving and certifying the Class for settlement purposes only;

10.1.3. Permanently enjoining all Class Members from pursuing or seeking to reopen the Released Class Claims against Defendant and the Released Parties, and enjoining all PAGA Releasees from pursuing or seeking to reopen the Released PAGA Claims against Defendant and the Released Parties;

10.1.4. Scheduling a Final Approval Hearing for consideration of final approval of this Settlement Agreement;

10.1.5. Preliminarily approving Plaintiff and Class Counsel to represent the Settlement Class for settlement purpose only;

10.1.6. Preliminarily approving the allocation and distribution plan of the GSA as stated in this Settlement Agreement;

10.1.7. Approving the form of the proposed Class Notice, and finding that the proposed method of disseminating the Class Notice meets the requirements of due process and is the best notice practicable under the circumstances;

10.1.8. Directing the delivery of the Class Notice to Class Members;

10.1.9. Establishing the procedures and the deadline by which Settlement Class Members may assert objections to the Settlement, seek exclusion from the Settlement, and/or dispute their Workweeks at Issue; and

10.1.10 Appointing and approving the Settlement Administrator as chosen by the Parties and approved by the Court, to administer the claims and settlement payment procedures required by this Settlement Agreement.

10.2. Counsel for Defendant will be given an opportunity to review and comment on the Motion for Preliminary Approval of the Settlement and all supporting papers prior to being filed with the Court, and such comments will be implemented to the extent reasonable. Plaintiff will provide a draft copy to Defendant for review no later than fifteen (15) calendar days before the filing date.

11. MOTION FOR FINAL APPROVAL ORDER AND FINAL JUDGMENT

11.1. **Motion for Final Approval:** If the Settlement is preliminarily approved by the Court, the Parties shall thereafter request that the Court enter a Final Approval Order, which grants final approval of the Settlement and enters judgment thereon, and includes the following provisions:

11.1.1. Finally approving the Settlement and determining the terms thereof to be fair, reasonable, just, adequate, and in the best interests of the Settlement Class Members;

11.1.2. Confirming certification of the Class for settlement purposes only;

11.1.3. Directing the Parties to implement and carry out the terms and provisions of the Settlement;

11.1.4. Finding that the dissemination of the Class Notice in the form and manner ordered by the Court was accomplished as directed, and met the requirements of due process;

11.1.5. Finally approving Class Counsel's application for an award of Attorneys' Fees and Costs;

11.1.6. Awarding Settlement Administration Costs to the Settlement Administrator;

11.1.7. Awarding the Service Award to the Class Representative;

11.1.8. Resolving and settling all the Released Class Claims by the Class Representative and all Settlement Class Members, as herein above provided, with the release precluding them from instituting, commencing, or continuing to pursue, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of himself or herself, or in any other capacity of any kind whatsoever, any action in this Court, any other state court, or any arbitration or mediation proceeding or any other similar proceeding, against any of the Released Parties, that asserts any Released Class Claims;

11.1.9. Releasing, discharging, and fully extinguishing the Released Parties from any and all liability with respect to the Released Class Claims and Released PAGA Claims as hereinabove provided;

11.1.10. Entering a final judgment that permanently enjoins and bars all Settlement Class Members from reopening or prosecuting any and all of the Released Class Claims and Released PAGA Claims and the Plaintiff's Released Claims against any of the Released Parties, on satisfaction of all payments and obligations hereunder; and

11.1.11. Preserving continuing and exclusive jurisdiction over all matters related to the administration and consummation of the terms of this Settlement and enforcement of the Final Approval Order.

11.2. Counsel for Defendant will be given an opportunity to comment on the Motion for Final Approval of the Settlement and supporting papers prior to being filed with the Court, and such comments will be implemented to the extent reasonable. Class Counsel will provide a draft copy to Defendant for review no later than fifteen (15) calendar days before the filing date.

11.3. **Entry of Final Judgment:** With the Motion for Final Approval, Plaintiff (or Plaintiff jointly with Defendant) will request that the Court enter the Final Approval Order (which includes a final judgment) as agreed to by the Parties.

12. **VOIDING THE SETTLEMENT AGREEMENT**

12.1. **Right of Revocation.** Defendant shall retain and have the right, in the exercise of their sole discretion, to nullify the Settlement if Class Members representing more than an aggregate total of 6% of the Class Members opt out of the Settlement. Defendant must provide written notice to Class Counsel of its withdrawal within ten (10) business days after the later of the Notice Period and the Settlement Administrator's providing Defendant with sufficient information to determine that 6% or more of the Class Members have excluded themselves or otherwise opted out of the Settlement. Such rescission shall have the same effect as a termination of this Settlement Agreement for failure to satisfy a condition of settlement, and the Agreement shall become null and void and have no further force or effect, and the Class certified pursuant to this Settlement Agreement will be decertified for all purposes. The Settlement Administrator shall report to the Parties' respective counsel after the mailing of the Class Notice regarding the percentage of Class Members who have opted out, as set forth above. All signatories and their counsel agree not to encourage opt-outs or Requests for Exclusions. Class Counsel and Defendant specifically agree not to solicit opt-outs, directly or indirectly, through any means. If Defendant exercise their right to terminate, the Settlement will be void *ab initio* and of no force or effect, and will not be admissible in any civil, criminal, judicial, administrative, arbitral, and/or any other licensing proceeding, for any purpose or with respect to any issue, substantive or procedural. In addition, none of the Parties to this Settlement will be deemed to have waived or assigned any claims, objections, defenses, or arguments in this action, including with respect to the issue of class certification. If Defendant choose to terminate the Settlement Agreement under this provision, the Parties may re-negotiate settlement terms.

12.2. **Material Conditions.** A failure of the Court to approve any material condition of this Agreement that affects a fundamental change to the Settlement, excluding the proposed Attorneys' Fees and Costs, the Service Award, and/or Settlement Administration Costs, shall render the entire Settlement void and unenforceable as to all Parties. Any of the Parties may declare the Settlement void and unenforceable, on the basis of a failure of the Court to approve any material condition, by giving written notice to all Parties within fourteen (14) calendar days of learning of that failure. If any of the Parties exercise their option to terminate the Agreement under this

Paragraph, the certification of the class provided for herein shall be vacated and the litigation shall proceed without prejudice to any Party's position on the issue of class certification, adequacy of representation, standing, or any other issue. Prior to enforcing this Paragraph, the Parties shall meet in good faith to resolve issues pursuant the Cooperation Clause. Specifically, the Parties must meet and confer in good faith to ensure that the Parties are able to completely satisfy all the material terms and conditions as required by the Agreement, as modified by the Court's failure to approve the material condition(s). In the event the Parties are unable to resolve/remedy their issues through good faith meet and confer efforts, they will seek assistance from Eve Wagner to resolve said issues before voiding or nullifying the Settlement.

13. **MISCELLANEOUS PROVISIONS**

13.1. **Voluntariness.** This Settlement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

13.2. **No Prior Assignment.** None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Plaintiff, the State of California, Class Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff expressly warrants that they have not transferred to any person or entity any right or cause of action, or claim released by this Settlement.

13.3. **Additional Representation and Warranties.** Class Counsel and Plaintiff jointly and severally represent and warrant to Defendant that there are no attorneys beyond those named as Class Counsel who have claims for fees arising out of the Action or the Settlement contemplated hereby, aside from Class Counsel's obligations, if any, to pay referral fees or other fee splitting arrangements. With respect to themselves, each of the Parties to this Settlement and or their agent or counsel represents, covenants and warrants that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Settlement and have duly authorized the execution, delivery and performance of this Settlement; and (b) the persons executing this Settlement have the full right, power and authority to enter into this Settlement on behalf of the party for whom he/she has executed this Settlement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such party to the terms and obligations of this Settlement.

13.4. **Service or Written Notice.** Whenever, under this Settlement, a person must provide service or written notice to Defendant, Defense counsel, or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing. As to Class Counsel: Arrash T. Fattahi and Arman A. Salehi of **WILSHIRE LAW FIRM**, and any other attorney(s) associated with the law firm at 660 S. Figueroa Street, Sky Lobby, Los Angeles, CA 90017 (e-mails: afattahi@wilshirelawfirm.com, asalehi@wilshirelawfirm.com). As to Counsel for Defendant: Barbara Blackburn, or Hovannes Nalbandyan, **Littler Mendelson, P.C.**, 633 W. Fifth Street, 63rd Floor, Los Angeles, CA 90071 (e-mails: bblackburn@littler.com, hnalandyan@littler.com).

13.5. **Severability.** If any portion of this Settlement is held legally invalid or unenforceable, such event will not render invalid or unenforceable any other portion of this Settlement, and the remainder of this Settlement will be read as though the invalid or unenforceable portion were omitted; provided, however, that such reading will not materially frustrate the intent of the Parties as evidenced in this Settlement. The Parties to this Settlement agree, covenant, and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Settlement shall be considered severable, except any of the “Plaintiff’s Released Claims,” “Released Class Claims,” or “Released PAGA Claims,” definitions and/or the release provisions of Paragraphs 2.33, 2.36, 2.37, and 8 of this Settlement. If a court of competent jurisdiction finds any provision, other than the “Plaintiff’s Released Claims,” “Released Class Claims,” or “Released PAGA Claims,” definitions and/or the release provisions of Paragraphs 2.33, 2.36, 2.37, and 8 of this Settlement, or part thereof to be invalid or unenforceable for any reason, that provision, or part thereof, shall be severed from the Settlement, and all of the remaining provisions of this Settlement shall remain in full force and effect. If a court of competent jurisdiction finds the release definitions and provisions of this Settlement to be unenforceable or invalid as against a specific Settlement Class Member, then this Settlement shall become voidable as to that specific Settlement Class Member and the payments to be made pursuant to this Settlement to that Settlement Class Member shall be added back to the Net Settlement Amount to be distributed *pro rata* to the remaining Settlement Class Members.

13.6. Continuing Jurisdiction. The Court that approves the Agreement shall retain continuing and exclusive jurisdiction over the Parties to this Agreement, and all Settlement Class Members, for the administration and enforcement of this Agreement.

13.7. Governing Law. The enforcement of this Agreement shall be governed and interpreted by and under the laws of California, without regard to otherwise applicable principles of conflicts of laws, whether or not any Party is or may hereafter be a citizen or resident of, or may have been employed by Defendant in, another state.

13.8. Entire Agreement. This Agreement (including Exhibits hereto) sets forth the entire agreement of the Parties with respect to its subject matter covered herein, and supersedes any and all other prior agreements, understandings, and all negotiations leading up to the execution of this Settlement Agreement, whether oral or written, including the MOU that was fully executed by the Parties on January 23, 2025. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. The Parties acknowledge that no representations, inducements, warranties, promises, or statements relating to the subjects covered herein, oral or otherwise, have been made by any of the Parties that are not embodied or incorporated by reference herein. Except as otherwise set forth in this Agreement, any notice, order, judgment, or other exhibit that requires approval of the Court must be approved without material alteration that substantially changes or increases the cost of compliance with this Agreement in order for this Settlement to become effective.

13.9. Amendments/Modifications/Extensions of Time. This Agreement (including Exhibits hereto) constitutes the entire agreement of the Parties concerning the subjects contained herein. This Agreement may not be changed or altered except in writing signed by or on behalf of all Parties and upon approval by the Court, except that the Parties, acting through counsel, may agree upon a reasonable extension of time for deadlines and dates reflected in this Agreement. No waiver, modification or amendment of this Agreement shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent in such written waiver, modification, or amendment, subject to any required Court approval. To the extent any non-substantive amendments or modifications are needed to enforce the Agreement, and the Parties' counsel agree that the amendments are non-substantive, this Agreement may be amended or modified only by a written instrument signed by both Defense Counsel and Class Counsel or their successors-in-interest.

13.10. **Waiver of Compliance.** Any failure by any Party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed or operate as a waiver of, or estoppel with respect to, any subsequent or other failure of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any of the provisions of this Agreement.

13.11. **Binding Agreement / Successors.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their affiliates, agents, employees, beneficiaries, heirs, executors, administrators, successors, predecessors, and assigns, and upon any corporation, partnership or other entity into or with which any Party hereto may merge, combine, or consolidate.

13.12. **Construction.** The Parties have had a full opportunity to negotiate the terms and condition of this Agreement, have both contributed to the preparation of this Agreement, and have engaged in arms-length negotiations with each other. Accordingly, this Agreement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties. The Parties explicitly recognize and adopt California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), and/or applicable federal law counterpart, which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

13.13. **Fair Settlement.** Plaintiff, Defendant, Class Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms' length negotiation, considering all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

13.14. **Captions, Headings, and Exhibits.** The captions and section numbers in this Agreement are inserted for the reader's convenience or reference, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement. The captions or headings shall not affect the construction or interpretation of any part of this Agreement. The terms of this Agreement include the terms set forth in the **Exhibit A** attached, which are incorporated by this reference as though fully set forth herein. The Class Notice to this Agreement is an integral part of the Settlement.

13.15. No Reliance on Representations. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, or other third parties with regard to the subject matter or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement, or any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. Other than the contents of this Agreement, no representations, warranties, or inducements have been made to any Party concerning this Agreement. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings, written or oral, between the Parties pertaining to the subject matter hereof, including the MOU that was fully executed by the Parties on January 23, 2025.

13.16. Destruction and/or Return of Evidence. Upon distribution of the Gross Settlement Amount to the Settlement Administrator and within the requirements under the California Rules of Professional Conduct, the Parties and their counsel shall destroy all documents produced during formal or informal discovery, which necessarily include all confidential documents related to the Action, the litigation, and this Settlement.

13.17. Acknowledgement of Future Legislation. Each Party recognizes that legislation, could affect the outcome of the Action. The Parties, nevertheless, enter into this Settlement to avoid risk of loss and to avoid uncertainty with the interpretation, nature, and applicability of future legislation, and agree that any further legislation will not affect the terms or conditions of this Settlement.

13.18. Signatures/Authority to Execute and Sign. The person or persons signing this Agreement on behalf of Defendant represents and warrants that he/she/they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that they are authorized to sign this Agreement, and that Plaintiff has not assigned any claim covered by this Agreement to a third-party. Plaintiff, by signing this Agreement, is bound by the terms herein and further agrees not to submit any Request for Exclusion from or Notice of Objection to the Settlement. Any such Request for Exclusion or Notice of Objection shall therefore be void and of no force or effect. The Parties further represent and warrant that they are competent to enter into this Agreement and have the full right, power, and authority to enter into and perform the obligations herein.

13.19. Handwritten Signature/Electronic Signature. The Parties shall execute and sign this Agreement with a handwritten signature. The Parties are required to acquire a “wet signature” for purposes of executing the Agreement. If Plaintiff is unable to provide a handwritten or “wet signature,” then the following conditions apply for any electronic signatures:

- i. The electronic signature system and processes Class Counsel used to obtain the Plaintiff’s signature must comply with the federal ESIGN Act and any state laws regarding the use or adoption of electronic signatures;
- ii. Plaintiff consents, and hereby acknowledges such consent, to using electronic signatures for this purpose (a requirement under both the federal and state laws);
- iii. Class Counsel has selected and implemented a method in their electronic signature system to authenticate Plaintiff’s identity and to ensure that Plaintiff’s submitted electronic signature is in fact the Plaintiff’s signature;
- iv. Class Counsel has and will maintain records of the system and the process used to present the Agreement to the Plaintiff and obtain and record Plaintiff’s signature, and they will maintain and provide such records to Defense counsel and Defendant if needed to allow them to lay the foundation for the admission of the Agreement into evidence;
- v. Plaintiff waives any objections to the admission of the Agreement in any later action to enforce the terms of the Agreement based on the electronic signature process; and
- vi. Plaintiff and Class Counsel agree to indemnify and hold Defendant and Defense Counsel harmless from any loss, cost, damage, or expense (including attorneys’ fees) resulting from Defendant’s inability to enforce the Agreement and the release included herein based on fraudulent signatures of Plaintiff, or any other issues that result from Plaintiff’s providing an electronic signature.

13.20. Execution of Agreement/Counterparts. This Agreement shall become effective immediately upon its execution. The Parties or authorized signatories may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if Class Counsel, Defense Counsel, Plaintiff, and Defendant had signed the same instrument. Any signature made and transmitted by facsimile, or other electronic means, for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and will be binding upon the Party whose counsel transmits the signature page by facsimile, or

other electronic means. Each counsel or other person executing this Agreement or any of its exhibits on behalf of any Party warrants and promises that such person has the authority to do so. Any person executing this Agreement or any such related documents on behalf of a corporate signatory warrants and promises for the benefit of all Parties hereto that such corporation has duly authorized such person to execute this Agreement and related documents.

13.21. Signature of all Settlement Class Members Unnecessary to be Binding. The Parties agree that because the Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Agreement. More, it is not practical to have each Settlement Class Member sign this Agreement. The Class Notice will advise all Class Members of the binding nature of the release provided herein as to the Settlement Class Members and shall have the same force and effect as if each Settlement Class Member executed this Agreement. The only Class Members who will not be bound by the terms of this Agreement are those who submit a timely and valid Request for Exclusion.

13.22. Action to Enforce Agreement. In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their or its attorneys' fees and costs.

13.23. Representation by Counsel. The Parties to this Settlement are represented by competent counsel, and they have had an opportunity to consult with counsel and agree that the Agreement reflects their good faith compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement, and that Defendant may distribute funds to the Settlement Administrator, who in turn will distribute funds to the Settlement Class Members, PAGA Releasees, Class Counsel, and the Plaintiff as provided by this Agreement.

13.24. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

13.25. Avoidance of Undue Publicity. Except as required to obtain preliminary or final approval in this case, Plaintiff and Class Counsel agree not to publicize the amount or other terms of this Settlement to any person. Nothing herein will restrict Class Counsel from including publicly

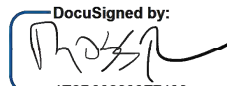
available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

IN WITNESS WHEREOF this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

APPROVED, ACCEPTED, AND EXECUTED BY THE PARTIES:

BY: PLAINTIFF, ROSS PHILLIPS

Dated: 7/22/2025

DocuSigned by:

4E2D993399F7490...

ROSS PHILLIPS

BY: DEFENDANT KING'S CASINO MANAGEMENT CORP.

On behalf of Defendant and the Released Parties

Dated: _____

Signature

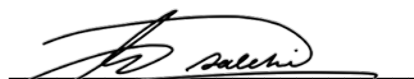
Print Name

Title

APPROVED AS TO FORM AND CONTENT:

Dated: 7/22/2025, 2025

WILSHIRE LAW FIRM



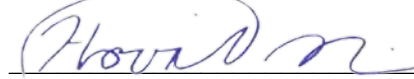
Arrash T. Fattahi

Arman A. Salehi

Attorneys for Plaintiff, Class Members, and
PAGA Releasees

Dated: July 22, 2025

LITTLER MENDELSON, P.C.



Barbara Blackburn

Hovannes G. Nalbandyan

Attorneys for Defendant

available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

IN WITNESS WHEREOF this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

APPROVED, ACCEPTED, AND EXECUTED BY THE PARTIES:

BY: PLAINTIFF, ROSS PHILLIPS

Dated: _____

ROSS PHILLIPS

BY: DEFENDANT KING'S CASINO MANAGEMENT CORP.

On behalf of Defendant and the Released Parties

Dated: July 22, 2025



Signature

Masis A. Kevorkian

Print Name

Executive Vice President, Secretary

Title

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2025

WILSHIRE LAW FIRM

Arrash T. Fattahi

Arman A. Salehi

Attorneys for Plaintiff, Class Members, and
PAGA Releasees

Dated: _____, 2025

LITTLER MENDELSON, P.C.

Barbara Blackburn

Hovannes G. Nalbandyan

Attorneys for Defendant

EXHIBIT A

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

Ross Phillips v. King's Casino Management Corp.
Sacramento County Superior Court, Case No. 23CV007240

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against King's Casino Management Corp. ("Defendant") for alleged wage and hour violations. The Action was filed by former Defendant's employee, Ross Phillips ("Plaintiff") and seeks payment of back wages and other relief for a class of Defendant's current and former non-exempt employees in the state of California ("Class Members") during the Settlement Period (August 22, 2019 through December 31, 2024); and (2) penalties under the California Private Attorneys General Act ("PAGA") for Defendant's current and former non-exempt employees in the state of California during the PAGA Period (September 23, 2022 through December 31, 2024) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant's to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Settlement Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked [REDACTED] workweeks** during the Settlement Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Settlement Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Settlement Payment. You will, however, preserve your right to personally pursue wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims). To the extent that individuals are both Settlement Class Members and PAGA Releasees, they are eligible to receive both an Individual Settlement Payment and a <i>pro rata</i> share of the PAGA Payment pursuant to the above.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel

but not the PAGA Settlement Written Objections Must be Submitted by [date]	and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Settlement Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Settlement Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum and overtime wages, failing to provide meal periods and rest breaks, failing to pay wages due upon termination, failing to indemnify employees for expenditures, and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action: Arrash T. Fattahi, Lisa B. Iturriaga and Arman A. Salehi of Wilshire Law Firm, PLC ("Class Counsel").

Defendant categorically denies all of the allegations in this Action and has asserted legal and factual defenses to Plaintiff's claims. To that end, Defendant has denied and continues to deny each, and all of the allegations, claims, and contentions alleged by the Plaintiff in the Action. Defendant has expressly denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged in the Action. Defendant contends that it complied in good faith with wage and hour laws and has dealt legally and fairly with Plaintiff and putative class members. Defendant further assert that it fully complied with all applicable wage and hour laws and contends that civil penalties under PAGA are not warranted. Defendant also denies that the Action is suitable for class certification. Defendant has entered into the Settlement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to any wrongdoing or liability. Nothing in this

Notice of proposed Settlement shall be construed as an admission, concession, or indication by or against Defendant or anyone else of any fault, wrongdoing or liability whatsoever.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$795,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Settlement Payments, Individual PAGA Payments, the Class Representative’s Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA.

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

- A. Up to \$265,000.00 (1/3 of the current estimated Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$35,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 to Plaintiff for filing the Action, working with Class Counsel and representing the Class. The class representative’s service payment will be the only money Plaintiff will receive other than Plaintiff’s Individual Class Settlement Payment and any Individual PAGA Payment.

C. Up to \$12,550.00 to the Settlement Administrator for services administering the Settlement.

D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

2. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Settlement Payments to Participating Class Members based on their Settlement Period Workweeks.
3. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33% of each Individual Class Settlement Payment to taxable wages (“Wage Portion”) and 67% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

4. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably be lost to you because they will be paid to the non-profit organization, WEAVE, Inc. (the “Cy Pres” recipient).
5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by [date]. The Request for Exclusion should contain: (1) the Class Member’s full name, mailing address, e-mail, last four digits of his or her Social Security number, and signature; (2) the case name and/or case number of the action (i.e., *Ross Phillips v. King’s Casino Management Corp.*, Case No. 23CV007240); and (3) an unambiguous statement indicating that the Class Member seeks to exclude himself or herself from the Settlement. Excluded

Class Members will not receive Individual Class Settlement Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
7. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
8. Settlement Class Release. Each Settlement Class Member who has been issued a settlement check for their Individual Settlement Payment knowingly, voluntarily, and fully releases the Released Parties (as defined in this Settlement) from all Released Class Claims, as well as any other claims that were alleged or could reasonably have been alleged based on the facts set forth in the Operative Complaint during the Settlement Period, including but not limited to: (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7); (5) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.), arising from the Labor Code violations referenced in the Operative Complaint and as defined above as the “Released Class Claims.” Settlement Class members are bound by the Settlement regardless of whether they cash their Individual Settlement Payment. The Settlement Class Release shall include all claims and/or causes of action arising from or related to the Operative Complaint, or which arise out of or directly or indirectly relate to such facts, whether known or unknown, including but not limited to, the failure to pay wages, the failure to pay for all hours worked, including “off the clock” claims, and other claims whatsoever that were alleged in the Actions.
9. Release of PAGA Claims. Upon the Court’s approval of the PAGA Payment and this release of PAGA Claims, the LWDA, and the State of California, by and through Plaintiff

as an agent and proxy of the LWDA, and on behalf of the Aggrieved Employees, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all PAGA Claims premised in whole or in part on any of the claims set forth in the Operative Complaint, and LWDA Letter, including, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, in connection with alleged violations of Labor Code sections 96, 98.6, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, et seq., 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802, and 2810.5 that arose at any time during the PAGA Settlement Period and as defined above as “Released PAGA Claims.” The PAGA Releasees will be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Releasees are bound by the release of the PAGA Claims regardless of whether they cash their PAGA Payment Check. PAGA Releasees shall release all Released PAGA Claims that accrued during the PAGA Settlement Period as to the Released Parties upon Defendant’s funding of the GSA, as set forth herein

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Settlement Payments. The Administrator will calculate Individual Class Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek at Issue/PAGA Pay Period Challenges. The number of Class Workweeks at Issue you worked during the Settlement Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated on the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

Absent evidence rebutting Defendant’s records, Defendant’s records and related decision will be presumed determinative. The Administrator will accept Defendant’s calculation of Workweeks and/or PAGA Pay Periods based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant’s Counsel. The Administrator’s decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Settlement Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

If you participate in the Settlement, you will have 180 days to cash the Individual Settlement Payment check that will be sent to you. In the event that any Individual Settlement Payment checks are not deposited, cashed, or otherwise negotiated within the 180-day period, it shall be void. Any failure of a Settlement Class Member to deposit an Individual Settlement Payment check shall not affect the enforceability of the release of all wage and hour claims described below. If at the conclusion of the 180-day check void period you have not cashed or otherwise deposited your Individual Settlement Payment, your Individual Settlement Payment check will be donated to WEAVE, Inc. WEAVE's mission is to promote safe and healthy relationships and support survivors of sexual assault, domestic violence, and sex trafficking. As the only nonprofit legal service provider focused specifically on victims of sexual assault and sex trafficking, WEAVE offers trauma-informed legal services that are responsive to the needs of the diverse and indigent communities it serves. Its work addresses critical gaps in access to justice for vulnerable populations. WEAVE's vision is that when everyone acts, violence ends.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter containing: (1) your full name, mailing address, e-mail, last four digits of your Social Security number, and signature; (2) the case name and/or case number of the action (i.e., *Ross Phillips v. King's Casino Management Corp.*, Case No. 23CV007240); and (3) an unambiguous statement indicating that you seek to exclude yourself from the Settlement. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

An Aggrieved Employee may not opt out of the PAGA Settlement and will release the claims outlined in Section 3 subsection 9 above.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, the amount Class Counsel is requesting for attorneys' fees and litigation expenses, and the amount Plaintiff is requesting as the Class Representative's Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [need details] or the Court's website [need details].

A Participating Class Member who disagrees with any aspect of the Agreement and the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Ross Phillips v. King's Casino Management Corp.* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 22 of the Sacramento County Superior Court, located at 720 9th St., Sacramento, California 95814. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>) and follow the instructions below in Section 9.

If you desire to appear remotely, you can join via the Department's zoom link or phone number:

Department 22:

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscddept22>

To join by phone: (833) 568-8864 / ID: 16184738886

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [need details] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [specify whose] at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. Alternatively, the pleadings and other records in this litigation may be examined online on the Sacramento County Superior Court's website at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>).

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Arrash T. Fattahi, Esq.
Arman A. Salehi, Esq.
Lisa B. Iturriaga, Esq.
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 784-3830
Facsimile: (213) 381-9989
arrash.fattahi@wilshirelawfirm.com
arman.salehi@wilshirelawfirm.com

Settlement Administrator:

ILYM Group, Inc.
XXXXXX
XXXXXX
Telephone: XXXXXX

If you have any questions about the settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you may contact the Settlement Administrator at [redacted] or by email at claims@ilymgroupclassaction.com. You may also contact Class Counsel at the addresses or phone numbers listed above..

This Notice is only a summary of the Settlement Agreement and related matters. For more detailed information, you may review the Settlement Agreement and other documents for this case at the Settlement website, which can be accessed at [redacted]. The Settlement Agreement contains the complete terms of the proposed Settlement and is also available through Class Counsel and publicly accessible and on file with the Court.

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS FOR INFORMATION ABOUT THE LAWSUITS OR THE PROPOSED SETTLEMENT.

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. **It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Payment check. If you fail to keep your address current, you may not receive your Individual Settlement Payment check.**

12. ADDITIONAL IMPORTANT INFORMATION

A. King's Casino Management Corp. will not retaliate in any manner whatsoever against any employee who stays in their respective class action and receives an Individual Settlement Payment check or who requests to be excluded from the Settlement.

B. It is your responsibility to ensure that the Settlement Administrator has your current mailing address and telephone number on file, as this will be the address to which your Individual Settlement Payment check will be mailed.

C. Individual Settlement Payment checks must be cashed soon after receipt. Checks which remain uncashed after 180 days of the date of issuance will be voided, and handled as described in Paragraph 5, above. If your check is lost or misplaced, you should immediately contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 4

Coley Hayes

From: no-reply@formassembly.com
Sent: Friday, September 5, 2025 11:51 AM
To: Coley Hayes
Subject: Thank you for your Proposed Settlement Submission

09/05/2025 11:50:50 AM

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

Item submitted: Proposed Settlement

On 09/05/2025 11:50:50 AM your Proposed Settlement was successfully processed for case number LWDA-CM-983298-23

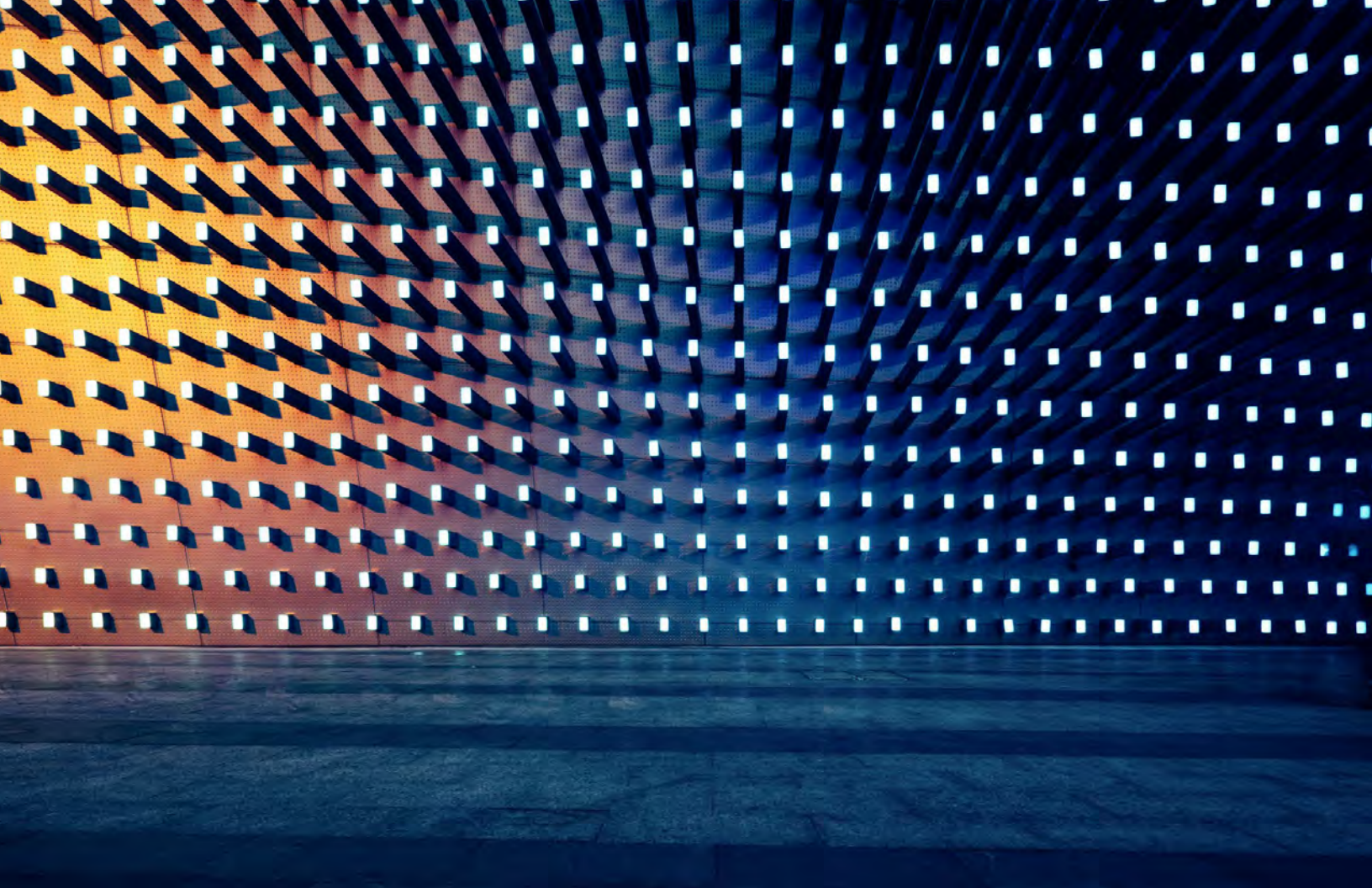
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ccoley.hayes%40wilshirelawfirm.com%7C65b9f21d941145fc855708ddecad2cc5%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638926950721937004%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoiTWFpbCIsIlIdUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=Gg4vtH0t%2Fkou7il6g6OY0Mbvd5ibbzXYe%2F%2FFUd0xlzE%3D&reserved=0

EXHIBIT 5



ELM Solutions

2022 Real Rate Report[®]

The industry's leading
analysis of law firm rates,
trends, and practices

Table of Contents - 2022 Real Rate Report

A Letter to Our Readers • 4

Report Use Considerations • 5

Section I: High-Level Data Cuts • 8

- Partners, Associates, and Paralegals
- Partners, Associates, and Paralegals by Practice Area and Matter Type
- Partners and Associates by City
- Partners and Associates by City and Matter Type
- Partners by City and Years of Experience
- Associates by City and Years of Experience
- Partners and Associates by Firm Size and Matter Type

Section II: Industry Analysis • 63

- Partners, Associates, and Paralegals by Industry Group
- Partners and Associates by Industry Group and Matter Type
- Basic Materials and Utilities
- Consumer Goods
- Consumer Services
- Financials (Excluding Insurance)
- Health Care
- Industrials
- Technology and Telecommunications

Section III: Practice Area Analysis • 84

- Bankruptcy and Collections
- Commercial
- Corporate: Mergers, Acquisitions, and Divestitures
- Corporate: Regulatory and Compliance
- Corporate: Other
- Employment and Labor
- Environmental
- Finance and Securities
- General Liability (Litigation Only)
- Insurance Defense (Litigation Only)
- Intellectual Property: Patents
- Intellectual Property: Trademarks
- Intellectual Property: Other
- Real Estate

Section IV: In-Depth Analysis for Select US Cities • 172

- Boston, MA
- Chicago, IL
- Los Angeles, CA
- New York, NY
- Philadelphia, PA
- San Francisco, CA
- Washington, DC

Section V: International Analysis • 191

Section VI: Matter Staffing Analysis • 221

Appendix: Data Methodology • 226

Report Use Considerations

2022 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010

Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Jackson MS	Litigation	Associate	56	\$55	\$225	\$250	\$178	\$203	\$175
	Non-Litigation	Partner	24	\$315	\$420	\$485	\$418	\$394	\$375
		Associate	25	\$55	\$126	\$255	\$155	\$125	\$259
Kansas City MO	Litigation	Partner	74	\$413	\$450	\$556	\$472	\$450	\$450
		Associate	50	\$252	\$329	\$385	\$319	\$316	\$305
	Non-Litigation	Partner	101	\$411	\$487	\$615	\$519	\$487	\$464
		Associate	73	\$250	\$320	\$385	\$322	\$312	\$285
Las Vegas NV	Non-Litigation	Partner	20	\$350	\$425	\$525	\$440	\$422	\$432
		Associate	11	\$238	\$267	\$368	\$301	\$297	\$282
Little Rock AR	Non-Litigation	Partner	11	\$215	\$215	\$308	\$264	\$256	\$298
Los Angeles CA	Litigation	Partner	322	\$516	\$725	\$1,045	\$799	\$739	\$702
		Associate	408	\$400	\$615	\$855	\$642	\$606	\$564
	Non-Litigation	Partner	521	\$596	\$868	\$1,201	\$903	\$902	\$858
		Associate	667	\$441	\$603	\$845	\$653	\$712	\$648

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Minneapolis MN	Non-Litigation	Associate	83	\$340	\$421	\$528	\$425	\$408	\$384
Nashville TN	Litigation	Partner	24	\$275	\$320	\$456	\$363	\$378	\$403
	Non-Litigation	Partner	78	\$412	\$484	\$576	\$505	\$481	\$470
		Associate	59	\$270	\$330	\$384	\$340	\$315	\$285
New Orleans LA	Litigation	Partner	47	\$290	\$332	\$412	\$343	\$330	\$340
		Associate	42	\$231	\$243	\$340	\$278	\$290	\$275
	Non-Litigation	Partner	32	\$295	\$347	\$405	\$419	\$380	\$391
		Associate	21	\$244	\$250	\$278	\$273	\$303	\$258
New York NY	Litigation	Partner	614	\$475	\$675	\$1,088	\$808	\$784	\$746
		Associate	631	\$323	\$460	\$729	\$545	\$527	\$509
	Non-Litigation	Partner	1,376	\$765	\$1,235	\$1,638	\$1,189	\$1,139	\$1,090
		Associate	1,809	\$550	\$776	\$1,050	\$796	\$766	\$716
Oklahoma City OK	Non-Litigation	Partner	14	\$235	\$338	\$393	\$337	\$319	\$311
Omaha NE	Litigation	Partner	12	\$293	\$339	\$353	\$329	\$338	\$341

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Rochester NY	Non-Litigation	Partner	12	\$270	\$360	\$488	\$386	\$341	\$446
		Associate	13	\$220	\$310	\$375	\$314	\$278	\$287
Sacramento CA	Non-Litigation	Partner	11	\$381	\$437	\$682	\$534	\$559	\$516
Salt Lake City UT	Litigation	Partner	14	\$246	\$353	\$468	\$363	\$333	\$379
	Non-Litigation	Partner	42	\$297	\$371	\$447	\$391	\$363	\$353
		Associate	22	\$220	\$240	\$270	\$248	\$247	\$228
San Diego CA	Litigation	Associate	23	\$151	\$225	\$300	\$255	\$258	\$264
	Non-Litigation	Partner	89	\$332	\$540	\$1,066	\$699	\$667	\$649
		Associate	71	\$250	\$325	\$424	\$373	\$378	\$351
San Francisco CA	Litigation	Partner	143	\$423	\$675	\$995	\$742	\$711	\$691
		Associate	98	\$325	\$430	\$731	\$525	\$517	\$470
	Non-Litigation	Partner	221	\$475	\$750	\$950	\$758	\$746	\$741
		Associate	151	\$338	\$486	\$702	\$545	\$563	\$507
San Jose CA	Litigation	Partner	33	\$654	\$921	\$1,133	\$916	\$907	\$864

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
San Jose CA	Litigation	Associate	22	\$461	\$580	\$745	\$608	\$593	\$498
	Non-Litigation	Partner	50	\$660	\$864	\$1,303	\$969	\$985	\$887
		Associate	46	\$380	\$460	\$775	\$616	\$639	\$567
Seattle WA	Litigation	Partner	76	\$497	\$655	\$760	\$635	\$567	\$510
		Associate	61	\$394	\$468	\$530	\$447	\$453	\$395
	Non-Litigation	Partner	148	\$410	\$526	\$760	\$571	\$547	\$547
		Associate	113	\$310	\$395	\$502	\$422	\$401	\$377
St. Louis MO	Litigation	Partner	46	\$260	\$350	\$435	\$376	\$373	\$388
		Associate	17	\$197	\$225	\$250	\$228	\$237	\$232
	Non-Litigation	Partner	57	\$352	\$419	\$540	\$451	\$446	\$473
Tampa FL	Litigation	Partner	31	\$369	\$508	\$595	\$490	\$467	\$452
		Associate	15	\$269	\$298	\$368	\$316	\$302	\$306
Trenton NJ	Non-Litigation	Partner	21	\$408	\$600	\$700	\$569	\$620	\$581
		Associate	12	\$480	\$495	\$500	\$448	\$376	\$387

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	\$270	\$325	\$360	\$318	\$295	\$283
	7 or More Years	28	\$292	\$334	\$391	\$333	\$312	\$302
Los Angeles CA	Fewer Than 3 Years	63	\$429	\$595	\$654	\$556	\$524	\$488
	3 to Fewer Than 7 Years	144	\$486	\$688	\$838	\$662	\$626	\$530
	7 or More Years	171	\$351	\$550	\$840	\$600	\$634	\$586
Miami FL	3 to Fewer Than 7 Years	19	\$300	\$360	\$457	\$380	\$331	\$313
	7 or More Years	36	\$295	\$450	\$595	\$460	\$433	\$385
Minneapolis MN	Fewer Than 3 Years	11	\$374	\$405	\$446	\$408		\$230
	3 to Fewer Than 7 Years	27	\$340	\$451	\$510	\$421	\$358	\$356
	7 or More Years	27	\$423	\$468	\$585	\$478	\$438	\$392
Nashville TN	7 or More Years	12	\$219	\$245	\$345	\$282	\$266	\$262
New Orleans LA	3 to Fewer Than 7 Years	12	\$232	\$243	\$265	\$261	\$242	\$245
	7 or More Years	18	\$243	\$312	\$343	\$306	\$318	\$294
New York NY	Fewer Than 3 Years	142	\$443	\$622	\$775	\$629	\$600	\$652

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	Fewer Than 21 Years	46	\$400	\$450	\$537	\$473	\$411	\$397
	21 or More Years	68	\$440	\$553	\$658	\$539	\$497	\$491
Las Vegas NV	Fewer Than 21 Years	12	\$284	\$381	\$495	\$389	\$349	\$343
	21 or More Years	13	\$350	\$425	\$515	\$468	\$456	\$472
Los Angeles CA	Fewer Than 21 Years	183	\$533	\$801	\$1,075	\$804	\$797	\$682
	21 or More Years	333	\$550	\$765	\$1,133	\$863	\$842	\$808
Memphis TN	Fewer Than 21 Years	14	\$288	\$331	\$380	\$345	\$317	\$328
	21 or More Years	15	\$355	\$415	\$425	\$394	\$382	\$375
Miami FL	Fewer Than 21 Years	57	\$370	\$450	\$598	\$490	\$498	\$443
	21 or More Years	104	\$388	\$581	\$749	\$584	\$580	\$536
Milwaukee WI	21 or More Years	16	\$302	\$454	\$613	\$589	\$515	\$530
Minneapolis MN	Fewer Than 21 Years	36	\$470	\$530	\$607	\$532	\$486	\$499
	21 or More Years	84	\$507	\$675	\$796	\$656	\$620	\$589
Nashville TN	Fewer Than 21 Years	28	\$375	\$405	\$535	\$449	\$405	\$397

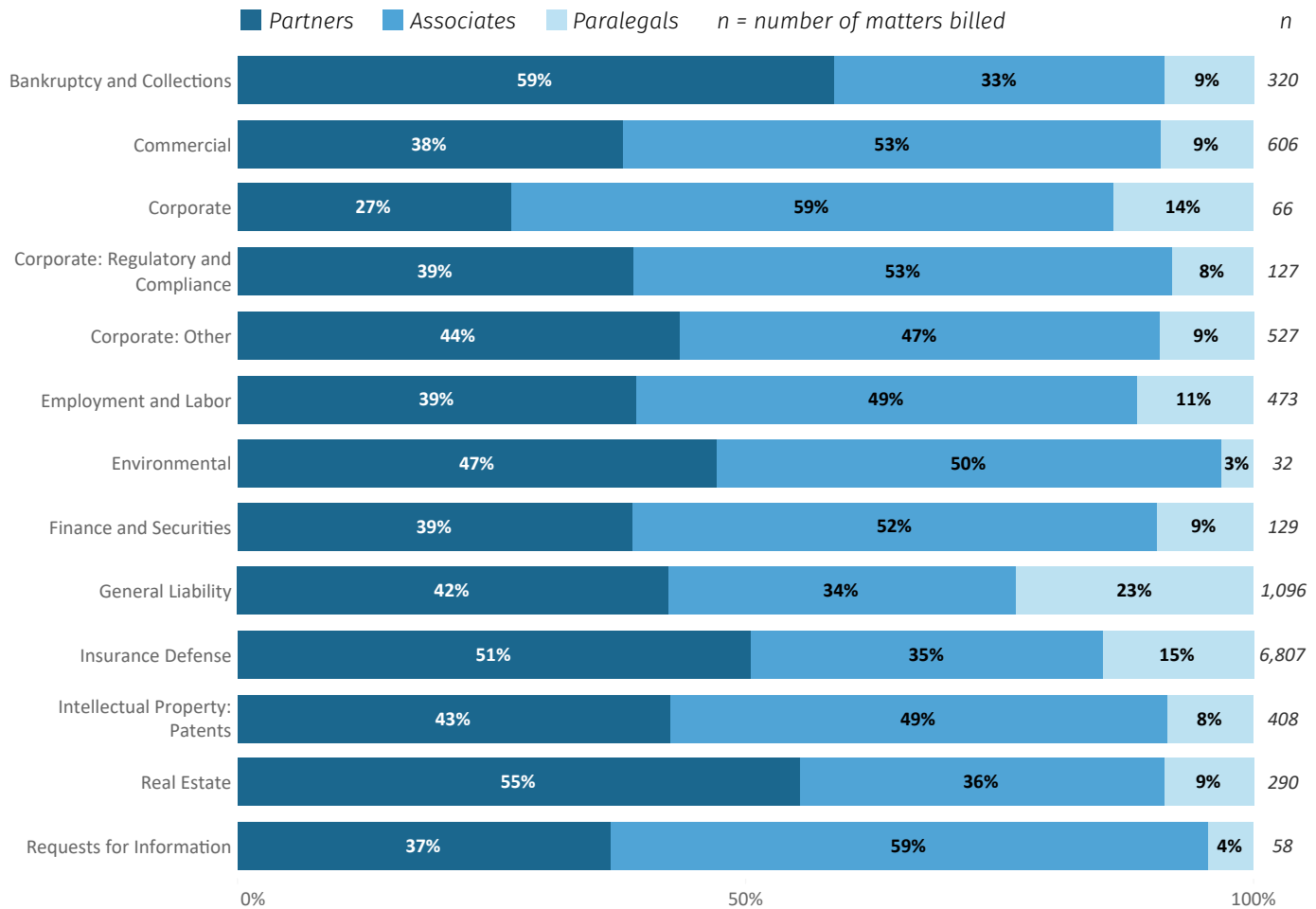
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

Data in Wolters Kluwer ELM Solutions' reference database and the 2022 Real Rate Report were taken from invoice line-item entries contained in invoices received and approved by participating companies.

Invoice data were received in the Legal Electronic Data Exchange Standard (LEDES) format (LEDES.org). The following information was extracted from those invoices and their line items:

- Law firm (which exists as a random number in the ELM Solutions reference database)
- Timekeeper ID (which exists as a random number in the ELM Solutions reference database)
- Matter ID (which exists as a random number in the ELM Solutions reference database)
- Timekeeper's position (role) within the law firm (partner, associate, paralegal, etc.)
- Uniform Task-Based Management System Code Set, Task Codes, and Activity Codes (UTBMS.com)
- Date of service
- Hours billed
- Hourly rate billed
- Fees billed

Non-Invoice Information

To capture practice area details, the matter ID within each invoice was associated with matter profiles containing areas of work in the systems of each company. The areas of work were then systematically categorized into legal practice areas. Normalization of practice areas was done based on company mappings to system-level practice areas available in the ELM Solutions system and by naming convention.

The majority of analyses included in this report have been mapped to one of 11 practice areas, further divided into sub-areas and litigation/non-litigation (for more information on practice areas and sub-areas, please refer to pages 232-234).

To capture location and jurisdiction details, law firms and timekeepers were systematically mapped to the existing profiles within ELM Solutions systems, as well as with publicly available data sources for further validation and normalization. Where city location information is provided, it includes any address within that city's defined Core-Based Statistical Area (CBSA) as defined by the Office of Management and Budget (OMB). The CBSAs are urban centers with populations of 10,000 or more and include all adjacent counties that are economically integrated with that urban center.

Where the analyses focus on partners, associates, and paralegals, the underlying data occasionally included some sub-roles, such as "senior partner" or "junior associate." In such instances, those timekeeper sub-roles were placed within the broader partner, associate, and paralegal segments.

Demographics regarding law firm size, location, and lawyer years of experience were augmented by incorporating publicly available information.

Appendix: Data Methodology

A Note on US Cities

Principal City	CBSA Name
Hartford, CT	Hartford-East Hartford-Middletown, CT
Honolulu, HI	Urban Honolulu HI
Houston, TX	Houston-The Woodlands-Sugar Land, TX
Indianapolis, IN	Indianapolis-Carmel-Anderson, IN
Jackson, MS	Jackson, MS
Jacksonville, FL	Jacksonville, FL
Kansas City, MO	Kansas City, MO-KS
Lafayette, LA	Lafayette, LA
Las Vegas, NV	Las Vegas-Henderson-Paradise, NV
Lexington, KY	Lexington-Fayette, KY
Little Rock, AR	Little Rock-North Little Rock-Conway, AR
Los Angeles, CA	Los Angeles-Long Beach-Anaheim, CA
Louisville, KY	Louisville/Jefferson County, KY-IN
Madison, WI	Madison, WI
Memphis, TN	Memphis-Forrest City, TN-MS-AR
Miami, FL	Miami-Fort Lauderdale-Pompano Beach, FL
Milwaukee, WI	Milwaukee-Waukesha, WI
Minneapolis, MN	Minneapolis-St. Paul-Bloomington, MN-WI
Nashville, TN	Nashville-Davidson-Murfreesboro-Franklin, TN
New Haven, CT	New Haven-Milford, CT
New Orleans, LA	New Orleans-Metairie, LA
New York, NY	New York-Newark-Jersey City, NY-NJ-PA
Oklahoma City, OK	Oklahoma City, OK
Omaha, NE	Omaha-Council Bluffs, NE-IA
Orlando, FL	Orlando-Kissimmee-Sanford, FL
Philadelphia, PA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Phoenix, AZ	Phoenix-Mesa-Chandler, AZ
Pittsburgh, PA	Pittsburgh, PA
Portland, ME	Portland-South Portland, ME
Portland, OR	Portland-Vancouver-Hillsboro, OR-WA
Providence, RI	Providence-Warwick, RI-MA
Raleigh, NC	Raleigh-Cary, NC
Reno, NV	Reno-Carson City-Fernley, NV

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections

General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

Contract Breach or Dispute
General, Drafting, and Review
General/Other

Corporate¹

Antitrust and Competition
Corporate Development
General/Other
Governance
Information and Technology
Mergers, Acquisitions, and Divestitures

Partnerships and Joint Ventures
Regulatory and Compliance
Tax
Treasury
White Collar/Fraud/Abuse

Employment and Labor

ADA
Agreements
Compensation and Benefits
Discrimination, Retaliation, and Harassment/EEO
Employee Dishonesty/Misconduct
ERISA

General/Other
Immigration
Union Relations and Negotiations/NLRB
Wages, Tips, and Overtime
Wrongful Termination

Environmental

General/Other
Health and Safety

Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing
Debt/Equity Offerings
Fiduciary Services
General/Other

Investments and Other Financial Instruments
Loans and Financing
SEC Filings and Financial Reporting
Securities and Banking Regulations

General Liability

Asbestos/Mesothelioma
Auto and Transportation
Consumer Related Claims
Crime, Dishonesty and Fraud
General/Other

Personal Injury/Wrongful Death
Premises
Product and Product Liability
Property Damage
Toxic Tort

¹ All references to “Corporate: General/Other” in the Real Rate Report are the aggregation of all Corporate sub-areas excluding the Mergers, Acquisitions, and Divestitures sub-area and the Regulatory and Compliance sub-area.

EXHIBIT 6

Free Newsletter Sign Up

Business & Practice

Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder’

By Roy Strom

Column

June 9, 2022, 2:30 AM

Welcome back to the Big Law Business column on the changing legal marketplace written by me, Roy Strom. Today, we look at a new threshold for lawyers' billing rates and why it's so difficult to put a price on high-powered attorneys. Sign up to receive this column in your inbox on Thursday mornings. Programming note: Big Law Business will be off next week.

Some of the nation's top law firms are charging more than \$2,000 an hour, setting a new pinnacle after a two-year burst in demand.

Partners at Hogan Lovells and Latham & Watkins have crossed the threshold, according to court documents in bankruptcy cases filed within the past year.

Other firms came close to the mark, billing more than \$1,900, according to the documents. They include Kirkland & Ellis, Simpson Thacher & Bartlett, Boies Schiller Flexner, and Sidley Austin.

Simpson Thacher & Bartlett litigator Bryce Friedman, who helps big-name clients out of jams, especially when they're accused of fraud, charges \$1,965 every 60 minutes, according to a court document.

In need of a former acting US Solicitor General? Hogan Lovells partner Neal Katyal bills time at \$2,465 an hour. Want to hire famous litigator David Boies? That'll cost \$1,950 an hour (at least). Reuters was first to report their fees.

Eye-watering rates are nothing new for Big Law firms, which typically ask clients to pay higher prices at least once a year, regardless of broader market conditions.

"Value is in the eye of the beholder," said John O'Connor, a San Francisco-based expert on legal fees. "The perceived value of a good lawyer can reach into the multi-billions of dollars."

Kirkland & Ellis declined to comment on its billing rates. None of the other firms responded to requests to comment.

Charge It Up

Big Law firms are crossing the \$2,000-an-hour threshold after two years of surging rates driven by an increase in demand for lawyers.

Firm	Highest Billing Rate
Hogan Lovells	\$2,465
Latham & Watkins	\$2,075
Kirkland & Ellis	\$1,995
Simpson Thacher & Bartlett	\$1,965
Boies Schiller Flexner	\$1,950
Sidley Austin	\$1,900

Source: Court documents

Bloomberg Law

Law firms have been more successful raising rates than most other businesses over the past 15 years.

Law firm rates rose by roughly 40 percent from 2007 to 2020, or just short of 3 percent per year, Thomson Reuters Peer Monitor data show. US inflation rose by about 28% during that time.

The 100 largest law firms in the past two years achieved their largest rate increases in more than a decade, Peer Monitor says. The rates surged more than 6% in 2020 and grew another 5.6% through November of last year. Neither level had been breached since 2008.

The price hikes occurred during a once-in-a-decade surge in demand for law services, which propelled profits at firms to new levels. Fourteen law firms reported average profits per equity partner in 2021 over \$5 million, according to data from The American Lawyer. That was up from six the previous year.

The highest-performing firms, where lawyers charge the highest prices, have outperformed their smaller peers. Firms with leading practices in markets such as mergers and acquisitions, capital markets, and real estate were forced to turn away work at some points during the pandemic-fueled surge.

Firms receive relatively tepid pushback from their giant corporate clients, especially when advising on bet-the-company litigation or billion-dollar deals.

The portion of bills law firms collected—a sign of how willingly clients pay full-freight—rose during the previous two years after drifting lower following the Great Financial Crisis. Collection rates last year breached 90% for the first time since 2009, Peer Monitor data show.

Professional rules prohibit lawyers from charging “unconscionable” or “unreasonable” rates. But that doesn’t preclude clients from paying any price they perceive as valuable, said Jacqueline Vinaccia, a San Diego-based lawyer who testifies on lawyer fee disputes.

Lawyers’ fees are usually only contested when they will be paid by a third party.

That happened recently with Hogan Lovells’ Katyal, whose nearly \$2,500 an hour fee was contested in May by a US trustee overseeing a bankruptcy case involving a Johnson & Johnson unit facing claims its talc-based powders caused cancer.

The trustee, who protects the financial interests of bankruptcy estates, argued Katyal’s fee was more than \$1,000 an hour higher than rates charged by lawyers in the same case at Jones Day and Skadden Arps Slate Meagher & Flom.

A hearing on the trustee’s objection is scheduled for next week. Hogan Lovells did not respond to a request for comment on the objection.

Vinaccia said the firm’s options will be to reduce its fee, withdraw from the case, or argue the levy is reasonable, most likely based on Katyal’s extensive experience arguing appeals.

Still, the hourly rate shows just how valuable the most prestigious lawyers’ time can be—even compared to their highly compensated competitors.

“If the argument is that Jones Day and Skadden Arps are less expensive, then you’re already talking about the cream of the crop, the top-of-the-barrel law firms,” Vinaccia said. “I can’t imagine a case in which I might argue those two firms are more reasonable than the rates I’m dealing with.”

Worth Your Time

On Cravath: Cravath Swaine & Moore is heading to Washington, opening its first new office since 1973 by hiring former heads of the U.S. Securities and Exchange Commission and Federal Deposit Insurance Corporation. Meghan Tribe reports the move comes as Big Law firms are looking to add federal government expertise as clients face more regulatory scrutiny.

On Big Law Promotions: It’s rare that associates get promotions to partner in June, but Camille Vasquez is now a Brown Rudnick partner after she shot to fame representing Johnny Depp in his defamation trial against ex-wife Amber Heard.

On Working From Home: I spoke this week with Quinn Emanuel’s John Quinn about why he thinks law firm life is never going back to the office-first culture that was upset by the pandemic. Listen to the podcast [here](#).



That's it for this week! Thanks for reading and please send me your thoughts, critiques, and tips.

To contact the reporter on this story: Roy Strom in Chicago at rstrom@bloomberglaw.com

To contact the editors responsible for this story: Chris Opfer at copfer@bloomberglaw.com; John Hughes at jhughes@bloombergindustry.com

Documents

[Trustee's Objection](#)

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Dec. 9, 2021, 3:00 AM

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