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as an aggrieved employee, and on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

NICHOLAS ANTHONY JOHNSON, as an
aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff,

v.

WOLFGANG PUCK CATERING AND
EVENTS, LLC, a Delaware limited liability
company; and DOES 1 through 100, inclusive

Defendants.

CASE NO.: 24STCV15780

[Assigned for all purpose to the Hon. Randolph
M. Hammock in Dept. 49]

**DECLARATION OF VEDANG J. PATEL
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF
REPRESENTATIVE ACTION
SETTLEMENT**

DECLARATION OF VEDANG J. PATEL

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California and I am an attorney at Bibiyan Law Group, P.C., counsel for plaintiff Vedang J. Patel (“Plaintiff”), and all others aggrieved. As such, I am familiar with the file in this matter and if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

2. I submit this declaration in support of Plaintiff's Motion for Approval of Representative Action Settlement. I believe that the Settlement is fair, reasonable, and adequate in light of the probable outcome of further litigation relating to liability and damage issues.

Introduction

3. Plaintiff Nicholas Anthony Johnson (“Plaintiff”), on one hand; and defendant Wolfgang Puck Catering and Events, LLC (“Defendant”), on the other hand, have agreed to settle Plaintiff’s PAGA claims, fully resolving this case pursuant to the PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached as Exhibit “1” hereto.

4. PAGA Counsel is comprised of David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

5. The approximately 1,600 “Aggrieved Employees” who are covered by the Settlement Agreement are all persons currently or formerly employed by Defendant in California, either directly or through any subsidiary, staffing agency, or professional employer organization, as nonexempt, hourly paid employees during the period from January 8, 2023, through May 1, 2025 (“PAGA Period”).

6. The Settlement Agreement provides that Defendants shall pay \$995,000.00 as Gross Settlement Amount. From this amount, Plaintiff request an award of \$9,890.00 in administration costs, attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount, which amounts to \$348,250.00 (as may be increased pursuant to the Settlement Agreement), and reimbursement of in litigation costs not to exceed \$30,000.00. Of the remaining sum (hereinafter, the "PAGA Penalties"), seventy-five percent (75%) of which shall be paid to the California Labor and

1 Workforce Development Agency (“LWDA”) and twenty-five percent (25%) of which will be paid
2 to Aggrieved Employees. These penalties are genuine and meaningful and fulfill PAGA’s
3 underlying purpose to benefit the public. Accordingly, Plaintiff requests that the Court approve the
4 Settlement as such awards are reasonable and warrant approval.

5 7. I believe these penalties are genuine and meaningful and fulfill PAGA’s underlying
6 purpose to benefit the public. Accordingly, PAGA Counsel request that the Court approves the
7 Settlement. I believe such awards are reasonable and warrant approval.

8 **Factual And Procedural Background**

9 **The Parties**

10 8. I believe plaintiff Nicholas Anthony Johnson was employed by Defendant as a non-
11 exempt employee, with duties that included, but not limited to, preparing and serving food items for
12 patrons to consume and maintaining the salad bar, within California from approximately February
13 2023 to approximately April 2023. Based on information provided by Defendant, there are
14 approximately 1,600 Aggrieved Employees in the PAGA Period.

15 9. Based on information provided by Defendants, I believe there are approximately
16 1,600 Aggrieved Employees in the PAGA Period.

17 **Procedural History**

18 10. On or around January 8, 2024, Plaintiff filed with the California Labor Workforce
19 Development Agency (“LWDA”) a notice under Labor Code section 2699.3 and served on
20 Defendant, stating her intention to serve as a proxy of the LWDA to recover civil penalties for
21 various alleged Labor Code violations (the “PAGA Notice”). A true and correct copy of the PAGA
22 Notice is attached as Exhibit “2” hereto. On June 24 2024, Plaintiff filed this PAGA action alleging
23 violations of the Labor Code as asserted in the PAGA Notice for which Plaintiff sought civil
24 penalties under PAGA.

25 11. On or around May 1, 2025, the Parties participated in a full-day mediation before
26 Lynn Frank, Esquire, a well-regarded mediator experienced in mediating complex labor and
27 employment matters, which led to this Agreement to settle the Action.

28 12. Prior to mediation, Plaintiff obtained, through informal discovery: (1) approximately

1 25% of all time and pay records for non-exempt, hourly employees who worked for Defendant
2 during the PAGA Period; (2) any and all employee handbooks featuring policies that were in effect
3 during the PAGA Period; and (3) Plaintiff's Personnel file maintained by Defendant.

4 13. PAGA Counsel, comprised of David D. Bibiyan and Vedang J. Patel, have conducted
5 significant investigation of the law and facts relating to the claims asserted in the Action, and have
6 concluded that the Settlement set forth herein is fair, reasonable, adequate and in the best interests
7 of the Aggrieved Employees, and, to the extent permitted by law, the State of California, taking into
8 account the sharply contested issues involved, the expense and time necessary to litigate the Action
9 through trial and any appeals, the risks and costs of further litigation, the risk of an adverse outcome,
10 the uncertainties of complex litigation, the information learned through informal discovery
11 regarding Plaintiff's allegations, and the substantial benefits to be received by Aggrieved
12 Employees.

13 14. PAGA Counsel understand from the mediator and the mediation process that
14 Defendant has concluded that, because of the substantial expense of defending against the Action, the length
15 of time necessary to resolve the issues presented herein, the inconvenience involved and the concomitant
16 disruption to their business operations, it is in their best interests to accept the terms of this Agreement.
17 Defendant denies each of the allegations and claims asserted against them in the Action. However, Defendant
18 nevertheless desires to settle the Action for the purpose of avoiding the burden, expense, and uncertainty of
19 continuing litigation, and for the purpose of putting to rest the controversies engendered by the Action.

20 **Discovery and Investigation**

21 15. In the leadup to mediation, PAGA Counsel investigated Plaintiff's claims, performed
22 legal research regarding Defendant's defenses and engaged in informal discovery. During that time,
23 Defendants produced: (1) approximately 25% of all time and pay records for non-exempt, hourly
24 employees who worked for Defendant during the PAGA Period; (2) any and all employee
25 handbooks featuring policies that were in effect during the PAGA Period; and (3) Plaintiff's
26 Personnel file maintained by Defendant.

27 16. PAGA Counsel believe this yielded sufficient information to determine, for the
28 PAGA Period, the total number of Aggrieved Employees, the total number of shifts and PAGA pay

1 periods, the length of shifts for all Aggrieved Employees, average rates of pay, detailed analysis of
2 alleged meal and rest periods violations, and the policies and practices in play during the PAGA
3 Period. The documents and information produced enabled PAGA Counsel to analyze the law and
4 facts relating to Plaintiff's claims. PAGA Counsel also retained an expert data consultant to review
5 and analyze the time and payroll records and prepare a model setting forth Defendant's potential
6 exposure for civil penalties for use in the mediation. The documents and information shared also
7 enabled Plaintiff to evaluate the potential hurdles to recovery, including in connection with the
8 merits of the claims and manageability. Based on this investigation and discovery, PAGA Counsel
9 were able to act intelligently and effectively in negotiating the proposed Settlement.

10 **Mediation**

11 17. On or around May 1, 2025, the Parties participated in a full-day mediation before
12 Lynn Frank, Esquire, a well-regarded mediator experienced in mediating complex labor and
13 employment matters, which led to this Agreement to settle the Action.

14 18. The Settlement negotiations were at arm's length and, although conducted in a
15 professional manner, were adversarial. The Parties went into mediation willing to explore the
16 potential for a settlement of the Action, but each side was also prepared to litigate its position
17 through trial and appeal if a settlement had not been reached. After several exchanges of draft
18 settlement agreements, the Parties fully executed the Settlement Agreement, a copy of which is
19 attached as Exhibit "1" hereto.

20 19. Based on PAGA Counsel's investigation, informal discovery and evaluation of
21 Plaintiff's claims, Defendant's defenses regarding the merits of the claims and the manageability of
22 a trial thereon, Defendant's potential exposure, the expense and time necessary to pursue this action
23 through trial, the risks and costs of further prosecution of this action, the uncertainties of complex
24 litigation and developing law, and the benefits that will accrue to the LWDA and the Aggrieved
25 Employees, the Parties and their counsel believe that a settlement on the terms set forth herein is
26 fair, reasonable, adequate, and in the best interests of Plaintiff, Aggrieved Employees, the LWDA
27 and Defendant.

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2 **Summary of Settlement**

3 **The Aggrieved Employees**

4 20. The “Aggrieved Employees” who are covered by the Settlement Agreement are all
5 persons currently or formerly employed by Defendant in California, either directly or through any
6 subsidiary, staffing agency, or professional employer organization, as nonexempt, hourly paid
7 employees during the period from January 8, 2023 through May 1, 2025 (“PAGA Period). “Effective
8 Date” means the date on which the Court enters the Judgment. Based on information provided by
9 Defendant prior to mediation, Plaintiff believes there are approximately 1,600 Aggrieved
10 Employees in the Settlement Period.

11 **Settlement Terms**

12 21. The Settlement provides for a Gross Settlement Amount (“GSA”) of \$995,000.00,
13 as the same may be escalated pursuant to the Parties’ Settlement Agreement, to be paid by
14 Defendant. The GSA shall be allocated as follows:

15 **Net Settlement Amount**

16 22. The amount of the Gross Settlement Amount that remains after deducting the PAGA
17 Counsel Fees Payment (\$348,250.00), PAGA Counsel Litigation Expenses Payment (\$23,997.90),
18 Administration Expenses Payment (\$9,890.00) will be designated as the Net Settlement Amount
19 (“NSA”). If the Court approves those allocations, the total estimated amount of the PAGA Penalties
20 is **\$612,862.10** (as the same may be escalated pursuant to the Settlement Agreement). Pursuant to
21 the Settlement Agreement and Labor Code section 2699(i), 75% of the PAGA Penalties, or
22 **\$459,646.57** (as the same may be escalated pursuant to the Settlement Agreement), will be paid to
23 the LWDA, and the remaining 25%, or **\$153,215.52**, of the PAGA Penalties (as the same may be
24 escalated pursuant to the Settlement Agreement) will be paid to the Aggrieved Employees on a *pro*
25 *rata* basis using their respective number of PAGA Pay Periods¹ worked. The estimated average
26
27

28 ¹ “Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant based on hire dates, termination dates (if applicable), and rehire dates (if applicable).

1 payment to Aggrieved Employees is approximately **\$95.75** (\$153,215.52 / 1,600 Aggrieved
2 Employees).

3 **Settlement Administrator and Expenses Payment**

4 23. The Parties have agreed that the Settlement Administrator will be Apex Class Action
5 LLC ("Apex"). The cost of administering the Settlement, including, but not limited to, mailing the
6 Individual PAGA Payments to the Aggrieved Employees, shall not exceed \$9,890.00 and will be
7 paid to the Settlement Administrator from the Gross Settlement Amount.

8 **PAGA Counsel Fees and Litigation Expenses Payments**

9 24. An award of attorneys' fees to PAGA Counsel in an amount not to exceed thirty-five
10 percent (35%) of the Gross Settlement Amount which, unless escalated pursuant to the Settlement
11 Agreement, will be \$348,250.00, as well as reimbursement of litigation expenses reasonably
12 incurred in an amount of \$23,819.90.

13 **Settlement Administration**

14 25. Pursuant to the Settlement Agreement within 14 days of the Effective Date,
15 Defendant shall deliver to the Administrator in spreadsheet form the Aggrieved Employees' names,
16 last known mailing address, phone number, Social Security number, hire dates, termination dates
17 (as applicable), and rehire dates (as applicable) ("Aggrieved Employees Data").

18 26. Within 14 days of the Effective Date, Defendant shall fully fund the Gross Settlement
19 Amount by transmitting the funds to the Administrator.

20 27. Within seven (7) days of the full funding of the Gross Settlement Amount, the
21 Administrator shall issue and mail checks for the Individual PAGA Payments, the LWDA PAGA
22 Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA
23 Counsel Litigation Expenses Payment via First Class U.S. Mail, postage prepaid. Disbursement of
24 the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not
25 precede disbursement of the Individual PAGA Payments.

26 28. The face of each check for the Individual PAGA Payments shall prominently state
27 the date (not less than 180 days after the date of mailing) on which the check will be voided. The
28 Administrator shall cancel all checks not cashed by the void date. Before mailing any checks, the

1 Administrator shall update the Aggrieved Employees' mailing addresses using the National Change
2 of Address Database. For any of the Aggrieved Employees whose Individual PAGA Payment check
3 is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented
4 by such checks to the *cy pres* recipient, Legal Aid at Work.

5 29. Payment of the Individual PAGA Payments shall not obligate Defendant to confer
6 any additional benefits or make any additional payments to the Aggrieved Employees (such as
7 401(k) contributions or bonuses) beyond those specified in the Agreement.

8 **Taxes**

9 30. All settlement payments to Aggrieved Employees will be treated as miscellaneous
10 income for which an IRS Form 1099 will be issued. Other than the reporting requirements set
11 forth in the Agreement, the Aggrieved Employees shall be responsible for the reporting and
12 payment of any federal, state, and/or local income or other tax or any other withholdings, if any,
13 on any of the payments made pursuant to the Agreement. The Parties do not expect there to be
14 any employer side taxes arising from the Settlement because this a settlement of a representative
15 action for civil penalties. If it is determined that employer side taxes exist on the Gross Settlement
16 Amount, such taxes will be funded by the Gross Settlement Amount.

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19 **Release**

20 31. Effective on the date when Defendant fully funds the Gross Settlement Amount,
21 Plaintiff and PAGA Counsel shall release all claims against the Released Parties as follows:

22 32. Plaintiff's Release: Plaintiff, and his respective former and present spouses,
23 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and
24 assigns shall be deemed to fully and finally release and discharge the Released Parties from any and
25 all claims, transactions or occurrences that occurred prior to the execution of the Agreement,
26 including, but not limited to, all claims for civil penalties that were, or reasonably could have been
27 alleged based on the facts contained in the Operative Complaint and the PAGA Notice, claims under
28 the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil

1 Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law (“the
2 Plaintiff’s Release”). The Plaintiff’s Release does not extend to any claims or actions to enforce the
3 Agreement or to any claims for vested benefits, unemployment benefits, disability benefits, social
4 security benefits, or workers’ compensation benefits. Plaintiff acknowledges that Plaintiff may
5 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
6 believes to be true but agrees, nonetheless, that the Plaintiff’s Release shall be and remain effective
7 in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

8 33. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the
9 provisions, rights and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

14 34. The above release expressly excludes Plaintiff’s individual wage and hour claims

15 35. Release by the Aggrieved Employees: Plaintiff, the Aggrieved Employees, and the
16 LWDA shall be deemed to fully and finally release, on behalf of themselves and their respective
17 former and present representatives, agents, attorneys, heirs, administrators, successors and assigns,
18 the Released Parties from any and all claims for PAGA Penalties that were alleged, or reasonably
19 could have been alleged, based on the facts asserted in the Operative Complaint and the PAGA
20 Notice.

21 36. “Released Parties” means Defendant and any of its past, present, and future direct or
22 indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, divisions, assigns, joint
23 venturers, third parties, and other related entities, as well as each of their present and/or future
24 officers, directors, administrators, trustees, staff, members, managers, employees, agents,
25 representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders, as well as any
26 individual or entity which could be jointly liable with Defendant.

27 **Escalator Provision**

28 37. Defendants represent that there were no more than 42,571 Pay Periods worked during

1 the PAGA Period as of the date of mediation. Should the number of Pay Periods increase by more
2 than 10% of 42,571 (4,257 Pay Periods), the Gross Settlement Amount shall be increased
3 proportionally by the Pay Periods in excess of 46,828, multiplied by the pay period value. The pay
4 period value shall be calculated by dividing the Gross Settlement Amount by 42,571. The Parties
5 agree that the pay period value amounts to \$23.37 per Pay Period (\$995,000 / 42,571 Pay Periods).
6 Thus, for example, should there be 50,000 Pay Periods, the Gross Settlement Amount shall be
7 increased by \$74,129 (50,000 Pay Periods – 46,828 Pay Periods x \$23.37 per Pay Period).

8 **Uncashed Checks**

9 38. For any Aggrieved Employee whose check is uncashed and cancelled after the void
10 date (180 days after the date of mailing), the Administrator shall transmit the funds represented by
11 such checks to the *cy pres* recipient, Legal Aid at Work.

12 **Argument**

13 **The PAGA Penalties Secured by the Settlement are Genuine and Meaningful,** 14 **and Fulfill PAGA's Underlying Purpose to Benefit the Public**

15 39. I believe here, the Settlement penalizes Defendant for its alleged violation of
16 California's labor laws, provides a significant benefit of \$459,780.07 (as the same may be escalated
17 pursuant to the Settlement) to the State and also provides relief to the Aggrieved Employees that is
18 genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public.

19 40. I believe the Gross Settlement Amount of \$995,000.00, as the same may be escalated
20 pursuant to the Settlement Agreement, is significant enough to deter Defendant from future
21 violations. Accordingly, the Settlement fulfills the underlying purpose of the statute and confers a
22 substantial benefit on the public.

23 **The Settlement is Reasonable Given the Risks of Further Litigation**

24 41. Plaintiff's Counsel obtained a meaningful amount in civil penalties despite facing
25 significant challenges had the litigation continued.

26 42. The potential claims for penalties include, failure to pay all wages due, failure to
27 provide minimum wages or pay for all hours worked, failure to pay overtime compensation, failure
28 to provide meal and/or rest periods, failure to pay proper meal or rest period premiums, waiting time

1 penalties, failure to provide and maintain accurate itemized wage statements and failure to reimburse
2 work expenses.

3 43. I am informed and believe that, in this instance, as there was no evidence that
4 Defendants were provided notice that they were in violation of the Labor Code, initial violation rates
5 were used to calculate penalties.

6 44. Based on the records produced by Defendant, Plaintiff understood there to be 42,571
7 pay periods in the PAGA Period. While PAGA Counsel are informed and believe that reasonable
8 minds differ with regard to calculation of PAGA penalties, PAGA Counsel believe one reasonable
9 calculation of Defendants' maximum exposure in PAGA penalties are as follows:

10 45. Overtime Wage Violations: Labor Code section 558 prescribes penalties of \$50 for
11 an initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
12 violations, and a violation every single pay period for every single non-exempt employee in the
13 PAGA Period, this amounts to a maximum exposure of \$2,128,550. (42,571 pay periods x \$50).

14 46. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of \$100
15 for an initial violation and \$200 for each subsequent violation. Using the initial pay period rate for
16 all violations, and a violation every single pay period for every single non-exempt employee in the
17 PAGA Period, this amounts to a maximum exposure of \$4,257,100. (42,571 pay periods x \$100).

18 47. Meal Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
19 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
20 violations, and a violation every single pay period for every single non-exempt employee in the
21 PAGA Period, this amounts to a maximum exposure of \$2,128,550. (42,571 pay periods x \$50).

22 48. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
23 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
24 violations, and a violation every single pay period for every single non-exempt employee in the
25 PAGA Period, this amounts to a maximum exposure of \$2,128,550. (42,571 pay periods x \$50).

26 49. Waiting Time Penalties: Labor Code section 558 prescribes penalties of \$50 for an
27 initial violation and \$100 for each subsequent violation. Because this violation is merited only at
28 separation of employment, a 100% violation rate would likely include just one violation per

1 employee. PAGA Counsel contends that there were approximately 2,416 PAGA members separated
2 from the company during the relevant time period. This amounts to a maximum exposure of
3 \$71,000. (710 PAGA Members x \$100).

4 50. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021)
5 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty for
6 wage statement violations that are inaccurate, which prescribes penalties of \$100 for an initial
7 violation and \$200 for each subsequent violation. (*Id.* at 247-248.) Using the initial pay period rate
8 for all violations, and a violation every single pay period for every single Aggrieved Employee in
9 the PAGA Period, this amounts to a maximum exposure of \$4,257,100. (42,571 pay periods x \$100).

10 51. Failure to Reimburse Work Expenses: Labor Code section 2699 would be the
11 appropriate penalty for failure to reimburse work expenses, which prescribes penalties of \$100 for
12 an initial violation and \$200 for each subsequent violation. Using the initial pay period rate for all
13 violations, and a violation every single pay period for every single PAGA Member in the PAGA
14 Period, this amounts to a maximum exposure of \$4,257,100. (42,571 pay periods x \$100).

15 52. In sum, PAGA Counsel calculated Defendant's total maximum exposure for PAGA
16 violations if the Court were to find a 100% violation rate for every Aggrieved Employee every pay
17 period, allow "stacking" of PAGA Penalties (i.e. multiple penalties for different Labor Code
18 violations in the same pay period), and not exercise its discretion to reduce any of those penalties to
19 be approximately \$19,398,550.

20 53. On the other hand, PAGA Counsel understand from the mediator and the mediation
21 process that Defendants argued the following in connection with this claim:

22 54. Defendant contends that no PAGA penalties are likely to be awarded and, even if
23 they were, the maximum exposure calculated by Plaintiff is vastly overstated. First, Defendant
24 defends that PAGA penalties cannot and should not be stacked. Second, Defendant denies that a
25 violation for each pay period can be established. Third, Defendant contends that a Court is unlikely
26 to exercise its discretion to award civil penalties under PAGA where, as here, Defendant contends
27 there is no conduct shown by Plaintiff that would show any Labor Code violations by Defendant, if
28 any, is knowing and intentional that would justify PAGA penalties. Finally, Defendant asserts that

1 individualized issues predominate the PAGA claims, making the claims unmanageable for trial
2 pursuant to *Wesson v. Staples the Office Superstore, LLC* (2021) 68 Cal.App.5th 746 [*Wesson*].
3 Thus, Defendant contends that the Court cannot, should not, and will not exercise its discretion to
4 award any penalties under PAGA.

5 55. While PAGA Counsel are confident in the merits of the case, a legitimate controversy
6 exists as to each predicate Labor Code violation. For example, Plaintiff contends that the Aggrieved
7 Employees were subjected to, *inter alia*, not being paid for all time under Defendant's control,
8 unlawful meal and rest break policies, and were denied meal and rest break premiums. Defendant
9 refutes these contentions, claiming, for example, that everyone was paid for all time worked, they
10 authorized and permitted rest breaks, and provided meal periods.

11 56. PAGA Counsel also considered the fact that continued litigation would be expensive,
12 time-consuming and an uncertain proposition, involving a trial and possible appeals, and would
13 delay any recovery to the State and the Aggrieved Employees. There is also a substantial risk that
14 the Court would reduce the award even if Plaintiff is successful or otherwise exercise its discretion
15 not to award penalties at all even if Labor Code violations are found. In contrast, if the Court
16 approves the Settlement, the Aggrieved Employees will receive timely relief and avoid the risk of
17 an unfavorable judgment. And, in light of the Court's ruling in *Wesson*, Plaintiff had to account for
18 the real possibility that a Court determines that some or all of the theories advanced by Plaintiff in
19 this Action would not lend themselves to a manageable trial, despite the fact Plaintiff denies that
20 there is a manageability requirement under PAGA. (*See, e.g., Estrada v. Royalty Carpet Mills*,
21 (2022) 76 Cal.App.5th 685, 709-710). PAGA Counsel objectively and knowledgably balanced the
22 strengths and weaknesses of their claims, the likelihood of reaching a trial, and the likelihood of
23 success at trial against the risk of continued litigation and was able to determine a realistic range of
24 settlement recovery for PAGA penalties.

25 57. As such, PAGA Counsel believe an 75% discount of this maximum exposure,
26 resulting in **\$3,605,241** to be a reasonable estimate of the likelihood of what Plaintiff may potentially
27 recover at trial for PAGA penalties (\$19,227,950 x .25). In all, PAGA Counsel obtained a Gross
28 Settlement Amount of **\$995,000.00**.

58. Thus, when the risks of litigation, including, without limitation, the burdens of proof necessary to establish liability, the mixed case law on manageability, as well as the probability of appeal of a favorable judgment are considered, it is clear that the Settlement is reasonable and in the best interest of the State and the public. The Settlement therefore accomplishes PAGA's objectives by imposing sufficient civil penalties "to punish and deter" Defendant from future alleged Labor Code violations, while also ensuring that the penalties are not "unjust, arbitrary and oppressive, or confiscatory." (Lab. Code, § 2699, subd. (e)(2); *Iskanian*, 59 Cal.4th at 384.)

PAGA Counsel's Hourly Rates are Reasonable

59. A survey conducted by the National Law Journal for the year 2002 provides a sample of a billing rate for California Lawyers. In that survey, six California firms provided their hourly billing rates. Of those six firms, five regularly charge in excess of \$500.00 per hour for their partners. In fact, four of the firms charge as high as \$600.00, \$620.00, \$650.00, and up to \$850.00 per hour. These firms are located in Orange County, Los Angeles County, San Francisco County and San Diego County and are the types of firms that PAGA Counsel regularly oppose in these class action cases. (See National Law Journal Survey, attached as Exhibit “3” hereto.). The only difference is that these defense attorneys are paid on a monthly basis and do not have to advance any costs on a case.

60. Finally, PAGA Counsel attach the Declaration of Richard Pearl in support of the Motion for Final Approval in the case of *Rosa Cantu, et al v. Pacific Bell Telephone Company*, Los Angeles Superior Court Case No. BC441237, dated January 4, 2011. (See Declaration of Richard Pearl attached as Exhibit “4” hereto.) Mr. Pearl specializes in issues related to cost-award attorney’s fees, including the representation of parties in fee litigation and appeals, serving as an expert witness, mediator and arbitrator in disputes concerning attorney’s fees and related issues. Mr. Pearl is also the author of California Attorney’s Fee Awards (3d ed. Cal. CEB 2010), as well as the author of the Second Edition, years 1994 through 2008. He has also authored numerous other publications on attorney’s fees, as set forth in his Declaration.

61. Mr. Pearl has reviewed the comparable hourly rates of attorney fees in California. He confirms that courts have approved hourly rates of attorneys as follows:

- 1 • Rates of up to \$875.00 in *Savaglio, et al. v. Wal-Mart*, Alameda County Superior
2 Court, Case No. C-835687-7 (before applying a 2.36 multiplier);
- 3 • Rates of up to \$750.00 in *Kashmiri et al. v. Regents of UC*, San Francisco County
4 Superior Court (before applying a 3.7 multiplier); and
- 5 • Rates of up to \$750.00 in *Environmental Law Foundation v. Laidlaw Transit, Inc.*,
6 San Francisco Superior Court, Case No. CGC-06-451832 (before applying a 1.25 multiplier). *Id* at
7 pages 4 and 5.

8 62. Additionally, Mr. Pearl has reviewed numerous declarations, depositions, and
9 surveys of legal rates on a non-contingent basis for the year 2009 and found hourly rates of up to
10 \$775.00, \$795.00, \$800.00, \$855.00, \$950.00, etc. (*Id.* at pp. 6-12). These are non-contingent rates
11 where payment in full is expected promptly upon billing. (*Id.* at p. 13).

12 63. I believe PAGA Counsel are experienced litigators who specialize in employment
13 law, with a substantial PAGA and wage and hour class action practice. Moreover, similar rates for
14 the attorneys and staff of PAGA Counsel have been approved by various California Superior Courts.
15 Given the skill and experience of PAGA Counsel in this case, and the excellent result achieved for
16 the State and other Aggrieved Employees, the requested rates are reasonable.

17 **The Settlement Administrator Costs are Reasonable**

18 64. The Settlement Administrator's request for costs of up to \$9,890.00 is reasonable,
19 given the tasks to be performed by the Settlement Administrator, including but not limited to (a)
20 processing the data provided by Defendants to be used in calculating the Aggrieved Employees'
21 payments; (b) preparing, printing and mailing to the 1,600 Aggrieved Employees the PAGA
22 Payment Letter, as well as following up with reasonable skip tracing; (c) calculating and mailing
23 Aggrieved Employees' payments to Aggrieved Employees; (d) filing any required federal and state
24 tax forms and related agency reporting; (e) filing any required reports with the Court; (f) establishing
25 a settlement fund; (g) distributing the Gross Settlement Amount; (h) voiding uncashed or
26 undeliverable checks to issue those funds to the *cy pres* recipient, Legal Aid at Work; (i) providing
27 necessary reports and declaration; and (j) all other tasks described in the Settlement Agreement, as
28 to which the Parties mutually agree. The Settlement Administrator's costs should be approved.

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Submission to the LWDA

65. On or about April 10, 2026 my office submitted a copy of the Settlement Agreement to the California Labor and Workforce Development Agency (“LWDA”) in compliance with Labor Code section 2699, subdivision (1)(2). A true and correct copy of each confirmation from the LWDA in connection with Plaintiff is attached hereto as Exhibit “5”.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct this April 10, 2026, at Los Angeles, California.

Vedang Patel

EXHIBIT 1

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Vedang J. Patel (SBN 328647)
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1460 Westwood Boulevard,
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Attorneys for Plaintiff, NICHOLAS ANTHONY JOHNSON,
as an aggrieved employee, and on behalf of all other aggrieved employees

Lonnie D. Giamela (SBN 228435)
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Attorney for Defendant, WOLFGANG PUCK CATERING AND EVENTS, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

NICHOLAS ANTHONY JOHNSON, as an
aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff,

v.

WOLFGANG PUCK CATERING AND
EVENTS, LLC, a Delaware limited liability
company; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 24STCV15780

[Assigned to the Hon. Randolph M.
Hammock in Dept. 49]

PAGA SETTLEMENT AGREEMENT

Action Filed: June 24, 2024
Trial Date: None set

1 This PAGA Settlement Agreement (“the Agreement”) is made by and between plaintiff
2 Nicholas Anthony Johnson (“Plaintiff”), individually and on behalf of the Aggrieved Employees;
3 and defendant Wolfgang Puck Catering and Events, LLC (“Defendant”). The Settlement
4 Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 **1.1. “Action”** means Plaintiff’s PAGA lawsuit alleging wage and hour violations
7 against Defendant captioned *Nicholas Anthony Johnson v. Wolfgang Puck Catering Events, LLC,*
8 *et al.*, Case No. 24STCV15780 initiated on June 24, 2024, in the Superior Court of the State of
9 California, County of Los Angeles.

10 **1.2. “Administrator”** means Apex Class Action Administration, the neutral entity
11 the Parties have agreed to appoint to administer the Settlement.

12 **1.3. “Administration Expenses Payment”** means the amount the Administrator shall
13 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
14 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
15 with approval of the Settlement.

16 **1.4. “Aggrieved Employee”** means all persons currently or formerly employed by
17 Defendant in California, either directly or through any subsidiary, staffing agency, or
18 professional employer organization, as nonexempt, hourly paid employees during the PAGA
19 Period.

20 **1.5. “Aggrieved Employee Data”** means identifying information in Defendant’s
21 possession for the Aggrieved Employees, including the Aggrieved Employee’s name, last known
22 mailing address, phone number, Social Security number, hire dates, termination dates (as
23 applicable), and rehire dates (as applicable).

24 **1.6. “Aggrieved Employee Address Search”** means the Administrator’s
25 investigation and search for the Aggrieved Employees’ current mailing addresses using all

reasonably available sources, methods and means, including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with the Aggrieved Employees.

1.7. “Approval Order” means the order made by the court granting approval of the Settlement.

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

1.9. “Defendant” means the named Defendant, Wolfgang Puck Catering and Events, LLC.

1.10. “Defense Counsel” means Lonnie D. Giamela and Landon R. Schwob of Fisher & Phillips LLP.

1.11. “Effective Date” means the date on which the Court enters the Judgment.

1.12. “Gross Settlement Amount” means Nine Hundred Ninety-Five Thousand Dollars and Zero Cents (\$995,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1, *infra*. The Gross Settlement Amount shall be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties, corresponding to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14. “Judgment” means the judgment entered by the Court on the Approval Order.

1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency referenced in Labor Code section 2699, subd. (i).

1.16. “LWDA PAGA Payment” means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (i)PAGA Counsel Fees Payment; (ii) the PAGA Counsel Litigation Expenses Payment; and (iii) the Administration Expenses Payment. The remainder shall be paid to the LWDA and the Aggrieved Employees as the LWDA PAGA Payment and the Individual PAGA Payments, respectively.

1.18. “Operative Complaint” means the complaint filed in the Action.

1.19. “PAGA Counsel” and “Plaintiff’s Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.21. “Pay Period” means any pay period during the PAGA Period during which an Aggrieved Employee worked for Defendant, based on hire dates, termination dates (if applicable), and rehire dates (if applicable).

1.22. “PAGA Period” means the period from January 8, 2023, through May 1, 2025.

1.23. “PAGA” means the Private Attorneys General Act of 2004 (Labor Code §§ 2698. *et seq.*).

1.24. “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.25. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA in settlement of the Released PAGA Claims.

1.26. “Plaintiff” means Nicholas Anthony Johnson, the named plaintiff in the Action.

1.27. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel, as described in Paragraph 5.2, *infra*.

1 **1.28. “Released Parties”** means Defendant and any of its past, present, and future
2 direct or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, divisions,
3 assigns, joint venturers, third parties, and other related entities, as well as each of their present
4 and/or future officers, directors, administrators, trustees, staff, members, managers, employees,
5 agents, representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders, as
6 well as any individual or entity which could be jointly liable with Defendant.

7 **1.29. “Settlement”** means the disposition of the Action effected by the Agreement and
8 the Judgment.

9 **2. RECITALS**

10 **2.1.** On January 8, 2024, Plaintiff filed the PAGA Notice with the LWDA and served
11 the same on Defendant.

12 **2.2.** On June 24, 2024, Plaintiff filed the Operative Complaint in the Action.

13 **2.3.** On May 1, 2025, the Parties participated in a full-day mediation on a PAGA-only
14 basis, presided over by Lynn Frank, Esq., which led to the settlement of the Action, on the terms
15 set forth herein.

16 **2.4.** Prior to mediation, Defendant agreed to and did informally produce the following:
17 (i) time and payroll records for approximately 25% of the Aggrieved Employees; (ii) all
18 employee handbooks featuring policies that were in effect during the PAGA Period; and (iii)
19 Plaintiff’s personnel file maintained by Defendant.

20 **2.5.** The Parties, PAGA Counsel and Defense Counsel represent that they are not
21 aware of any other pending matter or action asserting claims that will be extinguished or affected
22 by the Settlement.

23 **3. MONETARY TERMS**

24 **3.1. Gross Settlement Amount.** Except as otherwise provided in Paragraph 8.1, *infra*,
25 Defendant shall pay the Gross Settlement Amount, and nothing more, in settlement of the Action.

1 Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in
2 Paragraph 4.3, *infra*. The Administrator shall disburse the entirety of the Gross Settlement
3 Amount without asking or requiring the Aggrieved Employees to submit any claim as a condition
4 of payment. None of the Gross Settlement Amount shall revert to Defendant.

5 **3.2. Payments from the Gross Settlement Amount.** The Administrator shall make
6 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
7 by the Court in the Approval Order:

8 **3.2.1 To PAGA Counsel:** The PAGA Counsel Fees Payment in an amount not
9 to exceed 35% of the Gross Settlement Amount, which is currently
10 estimated to be \$348,250.00, and the PAGA Counsel Litigation Expenses
11 Payment, not to exceed \$30,000.00. Defendant shall not oppose requests
12 for Court approval of these payments, provided that they do not exceed
13 these amounts, unless, in the event of a material breach of the Agreement
14 by Defendant, Plaintiff is required to move the Court for enforcement of
15 the Agreement. Plaintiff and/or PAGA Counsel shall file an application or
16 motion seeking the PAGA Counsel Fees Payment and the PAGA Counsel
17 Litigation Expenses Payment. Should the Court approve the PAGA
18 Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses
19 Payment in amounts less than those requested, the Administrator shall
20 allocate the remainder to the Net Settlement Amount. The Released
21 Parties shall have no liability to PAGA Counsel or any other attorney
22 representing Plaintiff arising from any claim to any portion of the PAGA
23 Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses
24 Payment. There shall be no additional allocation of the Gross Settlement
25 Amount to either the PAGA Counsel Fees Payment or the PAGA Counsel

1 Litigation Expenses Payment unless (i) Defendant materially breaches the
2 Agreement, including any term regarding funding, and (ii) further efforts
3 on the part of PAGA Counsel are reasonably necessary to remedy said
4 breach, including, without limitation, moving the Court to enforce the
5 Agreement. The Administrator shall pay the PAGA Counsel Fees Payment
6 and the PAGA Counsel Litigation Expenses Payment using one or more
7 IRS Forms 1099. PAGA Counsel assumes full responsibility and liability
8 for taxes owed on the PAGA Counsel Fees Payment and the PAGA
9 Counsel Litigation Expenses Payment, and shall hold Defendant harmless,
10 and indemnify Defendant, from any dispute or controversy regarding any
11 division or sharing of either the PAGA Counsel Fees Payment or the
12 PAGA Counsel Litigation Expenses Payment.

13 **3.2.2 To the Administrator:** The Administration Expenses Payment, not to
14 exceed \$9,890.00, except upon a showing of good cause and as approved
15 by the Court. Should the Court approve the Administration Expenses
16 Payment in an amount less than the aforementioned sum, the
17 Administrator shall allocate the remainder to the Net Settlement Amount.

18 **3.2.3 To the LWDA and the Aggrieved Employees:** The PAGA Penalties in
19 the amount of \$606,860.00, to be paid from the Gross Settlement Amount,
20 with 75% (\$455,145.00) allocated to the LWDA PAGA Payment, and 25%
21 (\$151,715.00) allocated to the Individual PAGA Payments.

22 **3.2.3.1** The Administrator shall calculate the Individual PAGA Payments
23 for each of the Aggrieved Employees by: (i) dividing the total
24 amount of the Aggrieved Employees' collective 25% share of the
25 PAGA Penalties (\$151,715.00) by the total number of Pay Periods

1 worked by all of the Aggrieved Employees; and (ii) multiplying the
2 result by that Aggrieved Employee's Pay Periods. The Aggrieved
3 Employees assume full responsibility and liability for any taxes
4 owed on their Individual PAGA Payments.

5 **3.2.3.2** Should the Court approve the PAGA Penalties in an amount less
6 than that requested, the Administrator shall allocate the remainder
7 to the Net Settlement Amount. The Administrator shall report the
8 Individual PAGA Payments on IRS Forms 1099.

9 **4. SETTLEMENT FUNDING PAYMENTS**

10 **4.1. Aggrieved Employee Data.** Within 14 days of the Effective Date, Defendant shall
11 deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
12 spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator shall
13 maintain the Aggrieved Employee Data in strict confidence, use the Aggrieved Employee Data
14 only for purposes of administering the Settlement and for no other purpose, and restrict access to
15 the Aggrieved Employee Data to those employees of the Administrator who require access to the
16 Aggrieved Employee Data to effect and perform under the Agreement. Defendant has a
17 continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved
18 Employee Data omitted employee identifying information, and to provide corrected or updated
19 Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline
20 by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties
21 and their counsel shall expeditiously use best efforts, in good faith, to reconstruct or otherwise
22 resolve any issues related to missing or omitted Aggrieved Employee Data.

23 **4.2. Funding of the Gross Settlement Amount.** Within 14 days of the Effective Date,
24 Defendant shall fully fund the Gross Settlement Amount by transmitting said funds to the
25 Administrator.

1 **4.3. Payments from the Gross Settlement Amount.** Within seven (7) days of the full
2 funding of the Gross Settlement Amount, the Administrator shall issue and mail checks for the
3 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
4 the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment, via
5 First Class U.S. Mail, postage prepaid. Disbursement of the PAGA Counsel Fees Payment and
6 the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of the
7 Individual PAGA Payments.

8 **4.4.1.** The face of each check for the Individual PAGA Payments shall
9 prominently state the date (not less than 180 days after the date of mailing)
10 on which the check will be voided. The Administrator shall cancel all
11 checks not cashed by the void date. Before mailing any checks, the
12 Administrator shall update the Aggrieved Employees' mailing addresses
13 using the National Change of Address Database.

14 **4.4.2.** The Administrator shall conduct an Aggrieved Employee Address Search
15 for all of the Aggrieved Employees whose checks are returned undelivered
16 without a U.S.P.S. forwarding address. Within three (3) days of receiving
17 a returned check, the Administrator shall re-mail said check to the U.S.P.S.
18 forwarding address provided, or to an address ascertained through the
19 Aggrieved Employee Address Search. The Administrator need not take
20 any further action to deliver checks for the Individual PAGA Payments to
21 the Aggrieved Employees whose re-mailed checks are returned as
22 undeliverable. The Administrator shall promptly send a replacement check
23 to any Aggrieved Employee whose original check was lost or misplaced,
24 provided that such has been requested by the Aggrieved Employee prior to
25 the void date.

4.4.3. For any of the Aggrieved Employees whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid at Work.

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

5. RELEASES OF CLAIMS

Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff and PAGA Counsel shall release claims against the Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff, and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns shall be deemed to fully and finally release and discharge the Released Parties from any and all claims, transactions or occurrences that occurred prior to the execution of the Agreement, including, but not limited to, all claims for civil penalties that were, or reasonably could have been alleged based on the facts contained in the Operative Complaint and the PAGA Notice, claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law ("the Plaintiff's Release"). The Plaintiff's Release does not extend to any claims or actions to enforce the Agreement or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that the Plaintiff's

1 Release shall be and remain effective in all respects, notwithstanding such different or additional
2 facts or Plaintiff's discovery of them.

3 **5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.**

4 For purposes of the Plaintiff's Release, Plaintiff expressly waives and
5 relinquishes the provisions, rights and benefits, if any, of section 1542 of
6 the California Civil Code, which reads:

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

11 **5.1.2.** The above release expressly excludes Plaintiff's individual wage and hour
12 claims.

13 **5.2. Release by the Aggrieved Employees.** Plaintiff, the Aggrieved Employees, and
14 the LWDA shall be deemed to fully and finally release, on behalf of themselves and their
15 respective former and present representatives, agents, attorneys, heirs, administrators, successors
16 and assigns, the Released Parties from any and all claims for PAGA Penalties that were alleged,
17 or reasonably could have been alleged, based on the facts asserted in the Operative Complaint
18 and the PAGA Notice.

19 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**

20 **6.1. Plaintiff's Responsibilities.** Plaintiff shall prepare and deliver to Defense
21 Counsel all documents necessary for obtaining approval of the Agreement under Labor Code
22 Section 2699, subd. (f)(2), including: (i) a draft of the Approval Order; (ii) a signed declaration
23 from the Administrator, attaching its "not to exceed" bid for administering the Settlement, and
24 attesting to its willingness to serve, its competency, operative procedures for protecting the
25 security of the Aggrieved Employee Data, amounts of insurance coverage for any data breach,

defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with the Aggrieved Employees or the LWDA, and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel, other than a professional relationship arising out of prior experiences administering settlements; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all documents necessary to effectuate the Settlement (including the PAGA Notice (Labor Code section 2699.3, subd. (a)), the Operative Complaint (Labor Code section 2699, subd. (1)(1)), and the Agreement (Labor Code section 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with the Aggrieved Employees and/or the Administrator. In their respective declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel shall be jointly responsible for expeditiously finalizing and filing the application or motion for approval of the Settlement after the full execution of the Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel shall be responsible for delivering the Approval Order to the Administrator.

6.3. Duty to Cooperate. Should the Parties disagree on any aspect of the proposed application or motion for approval of the Settlement, and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting and conferring, in good faith, to resolve the disagreement. Should the Court deny the motion for approval of the Settlement, or conditions its approval on any material change to the Agreement, PAGA Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting and conferring, in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

1 **7.1. Selection of the Administrator.** The Parties have jointly selected Apex Class
2 Action LLC to serve as the Administrator, and have verified that, as a condition of appointment,
3 Apex Class Action LLC agrees to be bound by the Agreement and to perform, as a fiduciary, all
4 duties specified in the Agreement in exchange for payment of the Administration Expenses. The
5 Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship,
6 financial or otherwise, with the Administrator other than a professional relationship arising out
7 of prior experiences administering settlements.

8 **7.2. Employer Identification Number.** The Administrator shall use its own Employer
9 Identification Number for purposes of calculating payroll tax withholdings and providing reports
10 to state and federal tax authorities.

11 **7.3. Qualified Settlement Fund.** The Administrator shall establish a settlement fund
12 that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury
13 Regulation section 468B-1.

14 **7.4. Administrator Duties.** The Administrator has a duty to perform or observe all
15 tasks to be performed or observed by the Administrator contained in the Agreement or otherwise.

16 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE**

17 **8.1. Pay Periods.** Based on a review of its records to date, Defendant estimates there
18 are 1,600 Aggrieved Employees, who collectively worked 42,571 Pay Periods.

19 **8.2. Increase in the Gross Settlement Amount.** Should the number of Pay Periods
20 increase by more than 10% of 42,571 (4,257 Pay Periods), the Gross Settlement Amount shall
21 be increased proportionally by the Pay Periods in excess of 46,828, multiplied by the pay period
22 value. The pay period value shall be calculated by dividing the Gross Settlement Amount by
23 42,571. The Parties agree that the pay period value amounts to \$23.37 per Pay Period (\$995,000
24 / 42,571 Pay Periods). Thus, for example, should there be 50,000 Pay Periods, the Gross
25

1 Settlement Amount shall be increased by \$74,129 (50,000 Pay Periods – 46,828 Pay Periods x
2 \$23.37 per Pay Period.

3 **9. CONTINUING JURISDICTION OF THE COURT**

4 The Parties agree that, after entry of the Judgment, the Court shall retain jurisdiction over
5 the Parties, the Action, and the Settlement, solely for purposes of (i) enforcing the Agreement
6 and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such
7 post-judgment matters as are permitted by law.

8 **9.1. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
9 and conditions of the Agreement, the Parties, PAGA Counsel, and Defense Counsel waive all
10 rights to appeal from the Judgment, including all rights to post-judgment and appellate
11 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
12 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
13 motions, writs or appeals. If any Party appeals the Judgment, the Parties' obligations to perform
14 under the Agreement shall be suspended until such time as the appeal is finally resolved and the
15 Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement
16 Amount.

17 **10. ADDITIONAL PROVISIONS**

18 **10.1. No Admission of Liability or Representative Manageability for Other**
19 **Purposes.** The Agreement represents a compromise and settlement of highly disputed claims.
20 Nothing in the Agreement is intended or shall be construed as an admission by Defendant that
21 any of the allegations in the Operative Complaint have merit or that Defendant has any liability
22 for any claims asserted; nor shall it be intended or construed as an admission by Plaintiff that
23 Defendant's defenses in the Action have merit. The Parties agree that representative treatment is
24 for purposes of the Settlement only. Should, for any reason the Court not approve the Settlement,
25 Defendant shall be deemed to have reserved all available defenses to the claims in the Action,

1 and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, the Agreement
2 and the Parties' willingness to settle the Action shall have no bearing on, and will not be
3 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
4 Settlement and the Agreement).

5 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, the
6 Agreement, together with its attached exhibits, shall constitute the entire agreement between the
7 Parties relating to the Settlement, superseding any and all oral representations, warranties,
8 covenants, or inducements made to or by any Party.

9 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
10 warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take
11 all appropriate action required or permitted to be taken by such Parties pursuant to the Agreement
12 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
13 terms of the Agreement, including any amendments to the Agreement.

14 **10.4. Cooperation.** The Parties and their counsel shall cooperate with each other and
15 use their best efforts, in good faith, to implement the Settlement by, among other things,
16 modifying the Agreement, if necessary, and submitting supplemental evidence and
17 supplementing points and authorities as may be requested by the Court. Should the Parties be
18 unable to agree upon the form or content of any document necessary to implement the Settlement,
19 or on any modification of the Agreement that may become necessary to implement the
20 Settlement, the Parties shall seek the assistance of a mediator and/or the Court for resolution.

21 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they
22 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
23 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
24 action, or right released and discharged by the Party in the Agreement.

1 **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant nor Defense
2 Counsel are providing any advice regarding taxes or taxability, nor shall anything in the
3 Agreement be relied upon as such within the meaning of United States Treasury Department
4 Circular 230 (31 CFR Part 10, as amended), or otherwise.

5 **10.7. Modification of the Agreement.** The Agreement, and all parts of it, may be
6 amended, modified, changed, or waived only by an express written instrument signed by all
7 Parties or their representatives, and approved by the Court.

8 **10.8. Agreement Binding on Successors.** The Agreement shall be binding upon, and
9 inure to the benefit of, the successors of each of the Parties.

10 **10.9. Applicable Law.** All terms and conditions of the Agreement and its exhibits shall
11 be governed by and interpreted according to the internal laws of the State of California, without
12 regard to conflict of law principles.

13 **10.10. Cooperation in Drafting.** The Parties have cooperated in the drafting and
14 preparation of the Agreement. The Agreement shall not be construed against any Party on the
15 basis that the Party was the drafter or participated in the drafting.

16 **10.11. Confidentiality.** To the extent permitted by law, all agreements made, and orders
17 entered during the Action and in the Agreement relating to the confidentiality of information
18 shall survive the execution of the Agreement.

19 **10.12. Use and Return of Aggrieved Employee Data.** Information provided to PAGA
20 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved
21 Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other
22 settlement negotiations, or in connection with the Settlement, shall be used only with respect to
23 the Settlement, and for no other purpose, and may not be used in any way that violates any
24 existing contractual agreement, statute, or rule of court.

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

10.14. Calendar Days. Unless otherwise noted, all references to “days” in the Agreement shall be to calendar days. Should any date or deadline set forth in the Agreement fall on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Bibiyon Law Group, P.C.

1460 Westwood Blvd.

Los Angeles, California 90024

To Defendant:

Fisher & Phillips LLP

444 South Flower Street, Suite 1500

Los Angeles, California 90071

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

10.17. Stay of Litigation. The Parties agree that upon the execution of the Agreement, the Action shall be stayed, except to effectuate the terms of the Agreement. The Parties further agree that upon the signing of the Agreement, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period necessary to effectuate the Settlement.

10.18. Severability. Should one or more of the provisions contained in the Agreement for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision, so long as Defendant's Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.

IT IS SO AGREED:

Nicholas Anthony Johnson

03/03/2026

For Plaintiff, Nicholas Anthony Johnson

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

DocuSigned by:

Lisa Sherman

3/9/2026

93F83C7442264CD...

For Defendant, Wolfgang Puck Catering and Events, LLC

Lonnie D. Giamela

Lonnie D. Giamela
Landon R. Schwob
Counsel for Defendant

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NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

Nicholas Anthony Johnson v. Wolfgang Puck Catering Events, LLC, et al.

Superior Court of the State of California, County of Los Angeles Case No. 24STCV15780

[First Name][Last Name]

[Address 1]

[Address2]

You are receiving this notice in connection with a Court-approved settlement (the “Settlement”) in the lawsuit entitled *Nicholas Anthony Johnson v. Wolfgang Puck Catering Events, LLC, et al.*, filed in Superior Court of the State of California for the County of Los Angeles, Case No. 24STCV15780 (the “Action”), brought on a representative basis under the Labor Code Private Attorneys’ General Act of 2004 codified at California Labor Code section 2698, *et seq.* (“PAGA”). The plaintiff in the lawsuit is Nicholas Anthony Johnson (“Plaintiff”) and the defendant is Wolfgang Puck Catering and Events, LLC (“Defendant”). The Settlement provides for recovery of civil penalties for alleged violations of the California Labor Code on behalf of all “Aggrieved Employees,” defined as all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the period from January 8, 2023, through May 1, 2025 (“PAGA Period”) in the State of California.

The PAGA statute provides that 75% of any recovery pursuant to the Settlement be paid to the State of California and 25% of any recovery be paid to the Aggrieved Employees.

Defendant denies all claims and allegations in the Action, denies that it owes any penalties and asserts that it has fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action. By settling the lawsuit, Defendant is not admitting that it has done anything wrong.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged or reasonably could have been alleged, based on the facts asserted in the Operative Complaint and the PAGA Notice.

“Released Parties” means the Defendant, and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

“LWDA” means the Labor and Workforce Development Agency of the State of California.

By an Order dated [Approval Date], the Superior Court of California approved the Settlement of the Released Claims. By approving the Settlement, the Court did not decide in favor of either Plaintiff or Defendant.

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a share of the Settlement based upon the Court-approved allocation. Enclosed with this Notice is your settlement check for your share. The settlement check shall remain valid for one hundred eighty (180) days. Thereafter, the settlement check shall be canceled and funds associated with such checks shall be transmitted to the *cy pres* recipient, Legal Aid at Work.

Defendant’s records indicate that you worked [Eligible Pay Periods] pay periods as a non-exempt, hourly-paid employee in California during the PAGA Period. Based on these records, your estimated payment as an Aggrieved Employee would be [\$Estimated Award].

Please Note: One hundred percent (100%) of the payment you are receiving in connection with the Settlement will be considered penalties reported on IRS Form 1099, and may be subject to local, state or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your settlement payment. Neither Plaintiff nor Defendant has made any representations or warranties regarding the taxation of your settlement payment. Nothing in this Notice or any other communication shall constitute or be construed or relied upon as tax advice.

PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:

[WEBSITE]

Phone:

EXHIBIT 2



BIBIYAN LAW GROUP, P.C.

8484 Wilshire Blvd., Suite 500
Beverly Hills, California, 90211
310.438.5555 T
310.300.1705 F
www.employmentlawyerla.com

January 8, 2024

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter of Nicholas Anthony Johnson on Behalf of Himself and
Aggrieved Employees Under California Labor section 2699.3

Employer: WOLFGANG PUCK CATERING AND EVENTS, LLC
2400 Yorkmont Rd
Charlotte, NC 28217

COMPASS GROUP USA INC.
Tax Dept. 2400 Yorkmont Rd
Charlotte, NC 28217

MORRISON HEALTH CARE, INC.
2400 Yorkmont Road
Charlotte, NC 28217

LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP
980 N Michigan Ave Ste 400
Chicago, IL 60611

EUREST SERVICES, INC.
Tax Dept, 2400 Yorkmont Road
Charlotte, NC 28217

BON APPETIT MANAGEMENT CO.
2400 Yorkmont Road
Charlotte, NC 28217

PAMELA BRUNSON
6801 Hollywood Blvd Ste 513
Los Angeles, CA 90028

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Nicholas Anthony Johnson’s (“Employee”) employment with Employee’s former employers: Wolfgang Puck Catering and Events, LLC; Compass Group USA, Inc.; Morrison Health Care, Inc.; Levy Premium Foodservice Limited Partnership; Eurest Services; Bon Appetit Management Co, and Pamela Brunson (hereinafter, collectively, “Employer”). Employee was employed as a non-exempt employee of Employer at, without limitation, 8600 Hayden Place, Culver City, CA 90232, with duties that included, but were not limited to: operating the salad bar, preparing food, and sanitizing kitchen counters and other surface areas, from approximately February of 2023 and through approximately April of 2023. In connection with the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 245, *et seq.*, Labor Code section 432, Labor Code section 1198.5, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent all employees of Employer. On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer’s control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, and by attempting but failing to properly implement an alternative workweek schedule (“AWS”) (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit;

failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 223, 1197, 1182.12, Cal. Code Regs, title 8, section 110404(5)(A), and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay.

Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other aggrieved employees from taking cooldown rest periods as required under California Code of Regulations, Title 8, Section 3395 and premium pay in lieu thereof under Labor Code section 226.7. As a result, Employer would be liable for civil penalties under Labor Code sections 558 and 2699.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5 and 2699.

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned;

total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other aggrieved employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment or any scrip, coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the “regular rate” of compensation as provided under Labor Code sections 226.7 and 510, subsection (a). Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code sections 212, 213, 226.7, and 510 subsection (a). Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular

payday designated by Employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employer are liable to reimburse Employee and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code section 404, entitling Employee and other aggrieved employees to damages in the amount of the deposit and accrued interest. Employer would also be liable for civil penalties under Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. Employee is additionally informed and believes that the notice requirement of Labor Code section 245 *et seq.* involves a mandatory payroll or workplace injury reporting. As such, Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code section 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys’ fees and costs.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employer would be liable for civil penalties pursuant to Labor Code sections 201.3.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employer would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from disclosing

violations of state and federal law, either within Employer to their managers or outside Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5. These violations of the Labor Code would expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.7 and Government Code section 12952, entitling

Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.3 entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3 and 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

A handwritten signature in black ink, appearing to read 'Zachary T. Chrzan', written over a horizontal line.

Zachary T. Chrzan

cc: Wolfgang Puck Catering and Events, LLC, Compass Group USA, Inc., Morrison Health Care, Inc., Levy Premium Foodservice Limited Partnership, Eurest Services, Bon Appetit Management Co., and Pamela Brunson (via U.S. Certified Mail, Return Receipt Requested)

EXHIBIT 3



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**Stand out
from the crowd!**

A Firm-by-Firm Sampling of Billing Rates Nationwide

The *National Law Journal* asked the respondents to its 2002 survey of the nation's 250 largest law firms to provide hourly billing rate information for partners and associates firmwide. The firms that supplied information -- including some firms that are not in the NLJ 250 -- are listed below in alphabetical order. The number after a firm's name indicates the total number of attorneys at that firm. The city listed below the name of a firm is the location of the firm's principal office or largest office.

A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z

A B C D

Akin, Gump, Strauss, Hauer & Feld (1,017)
(Washington, D.C.)
Partners \$350-\$600
Associates \$170-\$330

Alston & Bird (674)
(Atlanta)
Partners \$330-\$575
Associates \$170-\$300

Althelmer & Gray (361)
(Chicago)
Partners \$220-\$525
Associates \$115-\$260

Andrews & Kurth (375)
(Houston)
Partners \$310-\$595
Associates \$170-\$400

Arent Fox Kintner Plotkin & Kahn (249)
(Washington, D.C.)
Partners \$315-\$560
Associates \$165-\$360

Armstrong Teasdale (230)
(St. Louis)
Partners \$210-\$310
Associates \$105-\$240

Artor & Hadden (273)
(Cleveland)
Partners \$215-\$450
Associates \$150-\$285

Baker, Donelson, Bearman & Caldwell (219)
(Memphis, Tenn.)
Partners \$175-\$480
Associates \$110-\$275

Ballard Spahr Andrews & Ingersoll (441)
(Philadelphia)

Kelley Drye & Warren (358)
(New York)
Partners \$300-\$590
Associates \$180-\$375

Kramer Levin Nattalis & Frankel (285)
(New York)
Partners \$440-\$625
Associates \$210-\$440

L M N

Lang Powell Spears Lubetkin (175)
(Seattle)
Partners \$225-\$380
Associates \$170-\$260

Lewis, Rice & Fingersh (170)
(St. Louis)
Partners \$360-\$355
Associates \$120-\$270

Littler Mendelson (395)
(San Francisco)
Partners \$220-\$440
Associates \$135-\$350

Locke Liden & Sapp (408)
(Houston)
Partners \$300-\$595
Associates \$150-\$340

Loeb & Loeb (175)
(Los Angeles)
Partners \$350-\$650
Associates \$185-\$325

Lord, Bissell & Brook (325)
(Chicago)
Partners \$255-\$510
Associates \$140-\$285

Lowenstein Sandler (193)
(Roseland, N.J.)

04/15/11

Partners \$240-\$525
Associates \$145-\$300

Bell, Boyd & Lloyd (226)
(Chicago)
Partners \$250-\$550
Associates \$200-\$275

Blackwell Sanders Peper Martin (301)
(Kansas City, Mo.)
Partners \$165-\$410
Associates \$110-\$210

Blank Rome Comisky & McCawley (398)
(Philadelphia)
Partners \$285-\$565
Associates \$175-\$360

Boutt, Cummings, Connors & Barry (89)
(Nashville, Tenn.)
Partners \$185-\$375
Associates \$135-\$235

Bracewell & Patterson (362)
(Houston)
Partners \$210-\$600
Associates \$125-\$325

Bradley, Arant, Rose & White (181)
(Birmingham, Ala.)
Partners \$205-\$365
Associates \$150-\$275

Brinko Hofer Gilson & Lane (138)
(Chicago)
Partners \$295-\$500
Associates \$165-\$290

Bryan Cave (841)
(St. Louis)
Partners \$225-\$720
Associates \$135-\$410

Buchalter, Nemer, Fields & Younger (137)
(Los Angeles)
Partners \$310-\$450
Associates \$160-\$350

Buchanan Ingersoll (302)
(Pittsburgh)
Partners \$225-\$720
Associates \$135-\$360

Buckingham, Doolittle & Burroughs (135)
(Akron, Ohio)
Partners \$205-\$360
Associates \$135-\$260

Burns, Peano, Swicker & Mathis (37)
(Alexandria, Va.)
Partners \$300-\$550
Associates \$175-\$300

Burr & Forman (169)
(Birmingham, Ala.)
Partners \$205-\$365
Associates \$140-\$225

Butterfield Long (204)
(Detroit)
Partners \$205-\$380
Associates \$135-\$215

Partners \$285-\$525
Associates \$140-\$295

Lyco, Forward, Hamilton & Scripps (202)
(San Diego)
Partners \$310-\$500
Associates \$150-\$300

Manatt, Phelps & Phillips (244)
(Los Angeles)
Partners \$375-\$600
Associates \$200-\$355

Marshall, Dennehey, Warner, Coleman & Goggin
(288)
(Philadelphia)
Partners \$130-\$255
Associates \$115-\$180

Mathews and Branscomb (51)
(San Antonio)
Partners \$175-\$325
Associates \$125-\$195

McCarter & English (270)
(Newark, N.J.)
Partners \$250-\$495
Associates \$140-\$285

McGuire Woods (558)
(Richmond, Va.)
Partners \$210-\$575
Associates \$85-\$325

Michael Best & Friedrich (349)
(Milwaukee)
Partners \$180-\$425
Associates \$120-\$240

Miller, Canfield, Paddock and Stone (301)
(Detroit)
Partners \$220-\$475
Associates \$125-\$230

Miller & Chevalier (123)
(Washington, D.C.)
Partners \$320-\$650
Associates \$175-\$340

Miller Nash (140)
(Portland, Ore.)
Partners \$210-\$350
Associates \$125-\$225

Neisen Mullins Rife & Scarborough (282)
(Columbia, S.C.)
Partners \$200-\$390
Associates \$145-\$270

Nutter, McClennen & Fish (170)
(Boston)
Partners \$330-\$480
Associates \$175-\$300

O - R

Obermayer Rebmann Maxwell & Hippel (110)
(Philadelphia)
Partners \$300-\$475
Associates \$145-\$325

Ogletree, Deakins, Nash, Smoak & Stewart
(162)

Jenkins & Gilchrist (373)
(Dallas)
Partners \$275-\$525
Associates \$165-\$380

Jenner & Block (390)
(Chicago)
Partners \$350-\$625
Associates \$185-\$350

Jones, Walker, Waechter, Poltavant, Carrère &
Denègre (217)
(New Orleans)
Partners \$170-\$335
Associates \$110-\$185

Womble Carlyle Sandridge & Rice (437)
(Winston-Salem, N.C.)
Partners \$190-\$500
Associates \$125-\$265

Wyatt, Tarrant & Combs (201)
(Louisville, Ky.)
Partners \$150-\$310
Associates \$100-\$190

(The National Law Journal, December 2002)

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EXHIBIT 4

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11 Attorneys for Plaintiffs ROSA CANTU and
12 SANDRA CHU

13 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES
15

16 ROSA CANTU AND SANDRA CHU,
individually and on behalf of others similarly
17 situated,

18 Plaintiffs,

19 vs.

20 PACIFIC BELL TELEPHONE COMPANY
d/b/a AT&T CALIFORNIA, and Does 1 through
21 100, inclusive,

22 Defendants.
23
24
25
26
27
28

Case No.: BC441237

CLASS ACTION [Code Civ. Proc. § 382]

REPRESENTATIVE ACTION
[Labor Code § 2698, et seq.]

DECLARATION OF RICHARD M. PEARL
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AN AWARD
OF REASONABLE ATTORNEYS' FEES
AND COSTS

Date: February 4, 2011
Time: 9:00 a.m.
Dept: 324
Judge: Emilie H. Elias

1 I, Richard M. Pearl, declare:

2 1. I make this Declaration of my own personal knowledge, and if called to testify, I could
3 and would testify competently to the matters stated herein.

4 A. Background

5 2. I am a member in good standing of the California State Bar. I am in private practice as
6 the principal of my own law firm, the Law Offices of Richard M. Pearl. I specialize in issues related to
7 court-awarded attorneys' fees, including the representation of parties in fee litigation and appeals,
8 serving as an expert witness, and serving as a mediator and arbitrator in disputes concerning attorneys'
9 fees and related issues. In this case, I have been asked by Plaintiffs' counsel to express my expert
10 opinion regarding their claim for reasonable attorneys' fees.

11 3. Briefly summarized, my background is as follows: I am a 1969 graduate of Boalt Hall
12 School of Law, University of California, Berkeley, California. After graduation, I spent fourteen years
13 in federally-funded legal services programs before going into private practice in 1982. From 1977 to
14 1982, I was Director of Litigation for California Rural Legal Assistance, Inc., a statewide legal services
15 program with more than fifty attorneys. Since April 1987, I have been a sole practitioner in the San
16 Francisco Bay Area. Martindale Hubbell rates my law firm "AV." I also have been selected as a
17 Northern California "Super Lawyer" in Appellate Law for 2005, 2006, 2007, 2008, and 2010. A copy
18 of my Resume is attached hereto as Exhibit A.

19 4. Since 1982, my practice has been a general civil litigation and appellate practice, with an
20 emphasis on cases and appeals involving court-awarded attorneys' fees. I have lectured and written
21 extensively on court-awarded attorneys' fees. I have been a member of the California State Bar's
22 Attorneys Fees Task Force and have testified before the State Bar Board of Governors and the
23 California Legislature on attorneys' fee issues. I am the author of California Attorney Fee Awards, (3d
24 ed Cal. CEB 2010). I also was the author of California Attorney Fee Awards, 2d Ed. (Calif. Cont. Ed.
25 of Bar 1994), and its 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007,
26 and 2008 Supplements. This treatise has been cited by the California appellate courts on more than 35
27 occasions. I also authored the 1984, 1985, 1987, 1988, 1990, 1991, 1992, and 1993 Supplements to its
28 predecessor, CEB's California Attorney's Fees Award Practice. In addition, I authored a federal

1 manual on attorneys' fees entitled *Attorneys' Fees: A Legal Services Practice Manual*, published by the
2 Legal Services Corporation. I also co-authored the chapter on "Attorney Fees" in Volume 2 of CEB's
3 *Wrongful Employment Termination Practice*, 2d Ed. (1997).

4 5. More than 90% of my practice is devoted to issues involving court-awarded attorney's
5 fees. I have been counsel in over 140 attorneys' fee applications in state and federal courts, primarily
6 representing other attorneys. I also have briefed and argued more than 40 appeals, at least 25 of which
7 have involved attorneys' fees issues. In the past ten or so years, I have successfully handled four cases
8 in the California Supreme Court involving court-awarded attorneys' fees: (1) *Delaney v. Baker* (1999)
9 20 Cal. 4th 23, which held that heightened remedies, including attorneys' fees, are available in suits
10 against nursing homes under California's Elder Abuse Act; (2) *Ketchum v. Moses* (2001) 24 Cal. 4th
11 1122, which held, inter alia, that contingent risk multipliers remain available under California attorney
12 fee law, despite the United States Supreme Court's contrary ruling on federal law (note that in
13 *Ketchum*, I was primary appellate counsel in the Court of Appeal and "second chair" in the Supreme
14 Court); (3) *Flannery v. Prentice* (2001) 26 Cal. 4th 572, which held that in the absence of an agreement
15 to the contrary, statutory attorneys' fees belong to the attorney whose services they are based upon; and
16 (4) *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553, which I handled, along with trial counsel,
17 in both the Court of Appeal and Supreme Court. I also successfully represented the plaintiffs in a
18 previous attorneys' fee decision in the Supreme Court, *Maria P. v. Riles* (1987) 43 Cal. 3d 1281, and
19 represented amicus curiae, along with Richard Rothschild, in the Supreme Court's most recent fee
20 decision, *Yasquez v. State of California* (2009) 45 Cal. 4th 243. I also have handled several Ninth
21 Circuit attorneys' fees matters, including *Davis v. City & County of San Francisco* (9th Cir. 1992) 976
22 F.2d 1536, *Mangold v. CPUC* (9th Cir. 1995) 67 F.3d 1470, *Velez v. Wynne* (9th Cir. 2007) 2007 U.S.
23 App. LEXIS 2194, and *Camacho v. Bridgeport Financial, Inc.* (9th Cir. 2008) 523 F.3d 973. See
24 Exhibit A.

25 B. Plaintiffs' Counsel's Rates

26 6. I have been asked by Plaintiffs' counsel to submit this declaration in support of
27 Plaintiffs' Motion for Final Approval of Class Action Settlement and an Award of Reasonable
28 Attorneys' Fees and Costs. I submit this declaration to provide the Court information concerning

2
DECLARATION OF RICHARD M. PEARL IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AN AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS - CASE NO. BC041237

284747-2

1 hourly rates for attorneys in the San Francisco Bay Area, and in particular to provide information
2 demonstrating that the hourly rates requested by Plaintiffs' counsel in this matter are within the range of
3 market rates being charged in the San Francisco Bay Area and the San Diego market for similar
4 services, i.e. handling and trying complex class actions on behalf of employees against large employers
5 like Pacific Bell Telephone Company in this case.

6 7. I understand that Plaintiffs' counsel are requesting an award of attorneys' fees at the
7 following rates:

8 a. Goldstein Demchak Baller Borgen & Dardarian, Oakland, CA

9

Name	Grad Year	Billing Rate
Roberta L. Steele	1993	\$600
Laura L. Ho	1994	\$600
Joseph E. Jaramillo	1995	\$550
Senior Paralegal		\$195
Paralegal		\$150

10
11
12

13 b. GraceHollis LLP, San Diego, CA

14

Name	Grad Year	Billing Rate
Graham S.P. Hollis	1985	\$600
Marta Manus	2008	\$175
Senior Paralegal		\$170

15
16

17 8. Through my writing and practice, I have become familiar with the non-contingent
18 market rates charged by attorneys in California and elsewhere. This familiarity has been obtained in
19 several ways: (1) by handling attorneys' fee litigation; (2) by discussing fees with other attorneys;
20 (3) by obtaining declarations regarding prevailing market rates in cases in which I represent attorneys
21 seeking fees; and (4) by reviewing attorneys' fee applications and awards in other cases, as well as
22 surveys and articles on attorney's fees in the legal newspapers and treatises.

23 9. The information I have gathered, some of which is summarized below, shows that the
24 rates requested by Plaintiffs' counsel in this case are well in line with the non-contingent market rates
25 charged by litigation attorneys of similar qualifications and experience in San Francisco, San Diego,
26 and similar markets.

27 ///

28 ///

c. Rates found reasonable in other cases.

Set forth below are rates that were awarded by the courts in the following cases:

2010 Rates

(1) *Savaglio, et al. v. WalMart*, Alameda County Superior Court No. C-835687-7, Order Granting Class Counsel's Motion for Attorneys' Fees, filed September 10, 2010, a wage and hour class action, in which the court found the following hourly rates reasonable (before applying a 2.36 multiplier):

Years of Experience	Rate
51	\$875
39	\$750
38	\$600
33	\$775
25	\$550
23	\$650
21	\$625
19	\$610
18	\$600
17	\$585
16	\$570
15	\$560
14	\$550
13	\$525
12	\$515
11	\$510
10	\$505
9	\$500
7	\$460
4	\$435
Law Clerks	\$125-\$260

2009 Rates

(1) *Center for Biological Diversity v. California Fish & Game Commission*, San Francisco Superior Court No. CPF-08-508759, Order Granting Petitioners' Motion for Attorneys' Fees, filed December 1, 2009, in which the court found reasonable the following hourly rates:

Years of Experience	Rate
25	\$650
8	\$375
4	\$250
Law Clerks	\$150

1 (2) *Kashmiri et al v. Regents of U.C.*, San Francisco Superior Court, Order Granting
2 Plaintiffs' Motion for Common Fund Attorneys' Fees and Expenses, filed September 30, 2008, in
3 which the court found the following rates reasonable, plus a 3.7 lodestar multiplier:

Years of Experience	Rate
40	\$750
22	\$690
14	\$590
7	\$420
4	\$345
2	\$295
Law Clerks	\$200
Paralegals	\$195

10 (4) *Environmental Law Foundation v. Laidlaw Transit, Inc.*, San Francisco Superior
11 Court No. CGC-06-451832, Order Granting Motion for Court Approval of Parties Joint Stipulated
12 Judgment, filed September 22, 2008, in which the court found the following hourly rates reasonable in a
13 Proposition 65 action, plus a 1.25 multiplier:

Years of Experience	Rate
29	\$750
26	\$700
24	\$700
23	\$650
18	\$650
16	\$625
14	\$600
10	\$560
9	\$495-\$575
8	\$475
7	\$450
6	\$395
4	\$325
2	\$300
1	\$250
Paralegals	\$145-\$175
Interns	\$125

25 (5) *Gardner v. Schwarzenegger*, Alameda County Superior Court No. RG06-278911,
26 Order After Hearing filed April 20, 2009, aff'd by unpublished opinion, 2010 Cal. App. Unpub. LEXIS
27 1240, in which the court found the following 2008 rates reasonable, plus a 1.75 multiplier:

Years of Experience	Rate
17	\$640
14	\$590
8	\$445
Paralegal	\$170

a. Rate Information from Surveys and Other Cases:

I have reviewed numerous declarations and depositions filed in other cases, as well as various surveys of legal rates. These include the Westlaw CourtExpress Legal Billing Reports for May, August, and December 2009 (attached hereto as Exhibit B). These sources show the hourly rates for litigation undertaken on a non-contingent basis by the following California law firms, listed in alphabetical order:

Altshuler Berzon LLP

2009 Rates:

Years Experience	Rate
32	\$775
15	\$625
8	\$475
Law Clerks	\$200
Paralegals	\$195

2007 Rates:

Years Experience	Rate
23	\$700
15	\$550
5	\$325
Paralegals	\$155-\$190

Cooley Godward Kronish LLP

2008 Rates:

Years Experience	Rate
Partners	\$525-\$980
Associates	\$285-\$570

2007 Rates:

Years Experience	Rate
Partners	\$470-\$875 (average \$673)
Associates	\$250-\$555 (average \$403)

Coughlin Stoia Geller Rudman & Robbins, LLP

2007 Rates:

Years Experience	Rate
42	\$700
19	\$650
14	\$650
14	\$600
13	\$585
11	\$510
6	\$460
5	\$285

Duane Morris LLP

2009 Rates:

Years Experience	Rate
Partners	\$325-\$795
Associates	\$225-\$450

Epstein Becker & Green LLP

2009 Rates:

Years Experience	Rate
Partners	\$350-\$855
Associates	\$180-\$475

Fenwick & West

2007 Rates:

Years Experience	Rate
Partners	\$500-\$775 (average \$590)
Associates	\$245-\$500 (average \$370)

Hadsell Stormer

2009 Rates:

Years Experience	Rate
35	\$775
20	\$575

11/15/11

Howard, Rice, Nemerovski, Canady, Falk & Rabkin

2008 Rates:

Years Experience	Rate
Partners	\$515-\$795
Associates	\$275-\$510

2007 Rates:

Years Experience	Rate
Partners	\$495-\$775
Associates	\$275-\$485

Litt, Estuar, Harrison & Kitson, LLP

2009 Rates:

Years Experience	Rate
39	\$800
16	\$550
3	\$320
2	\$285
Paralegals	\$125-\$235
Law Clerks	\$225

Loeb & Loeb

2009 Rates:

Years Experience	Rate
Partners	\$475-\$950
Associates	\$285-\$450

2008 Rates:

Years Experience	Rate
Partners	\$450-\$925
Associates	\$260-\$500

2007 Rates:

Years Experience	Rate
Partners	\$475-\$875 (average \$600)
Associates	\$240-\$500 (average \$400)

Manatt, Phelps & Phillips

2009 Rates:

Years Experience	Rate
Partners	\$495-\$850
Associates	\$250-\$505

2008 Rates:

Years Experience	Rate
Partners	\$495-\$850
Associates	\$290-\$505

2007 Rates:

Years Experience	Rate
Partners	\$520-\$785 (average \$600)
Associates	\$265-\$480 (average \$395)

Morrison Foerster

2009 Rates:

Years Experience	Rate
24	\$750

2008 Rates:

Years Experience	Rate
45	\$675
36	\$725
33	\$785
14	\$650
12	\$600
9	\$560
7	\$535
5	\$485
1	\$520
Paralegals	\$185-\$230

2007 Rates:

Years Experience	Rate
44	\$675
11	\$550
8	\$520
6	\$475
3	\$250

O'Melveny & Myers

2009 Rates:

Years Experience	Rate
36-37	\$860-\$950
21	\$820
16-18	\$700-\$710
14	\$595-\$675
10	\$590
8	\$565
7	\$540-\$565
5-6	\$480-\$520
2-4	\$395-\$450
Paralegals	\$225-\$310

Reed Smith

2008 Rates:

Years Experience	Rate
Partners	\$375-\$900 (average \$626)
Associates	\$235-\$580 (average \$423)

2007 Rates:

Years Experience	Rate
Partners	\$350-\$825 (average \$558)
Associates	\$200-\$510 (average \$374)

Rudy, Exelrod & Zieff

2009 Rates:

Years Experience	Rate
Partners	
31	\$700
Associates	
3	\$305

2007 Rates:

Years Experience	Rate
Partners	
29	\$700
12	\$500
Associates	
10	\$400
8	\$330
Law Clerk	\$200
Paralegal	\$150

Schoubrun, DeSimone, Seplow, Harris & Hoffman

2009 Rates:

Years Experience	Rate
33	\$750
25	\$625
24	\$625
8	\$375
6	\$370
Paralegals	\$125

Sheppard, Mullin, Richter & Hampton

2008 Rates:

Years Experience	Rate
Partners	\$475-\$795
Associates	\$275-\$455

2007 Rates:

Years Experience	Rate
Partners	\$425-\$795
Associates	\$260-\$550

Townsend and Townsend and Crew

2009 Rates:

Years Experience	Rate
Partners	\$480-\$750
Associates	\$260-\$460

Winston & Strawn

2009 Rates:

Years Experience	Rate
Partners	\$400-\$995
Associates	\$210-\$670

10. The hourly rates set forth above pertain largely to law firms headquartered in the San Francisco Bay Area and Los Angeles. To the extent those law firms handle cases in other jurisdictions, like San Diego, they almost always charge the same rates that they do for litigation in the Bay Area. To the extent Plaintiffs' claim is based upon San Diego rates, however, I also am of the opinion that they are in line with the rates charged by lawyers of comparable skill, experience, and reputation for comparable work, *i.e.*, complex representative litigation in San Diego. I base that opinion on the following facts:

a. In a report filed with the California Public Utilities Commission (attached as Exhibit C), the San Diego Gas & Electric Co. reported that in 2003, it hired outside counsel at rates of from \$477-625 per hour for partners with 13 or more years experience, \$435 per hour for partners with 8-12 years of practice, and \$239-425 per hour for associate attorneys with up to 7 years of practice. Hourly rates have increased significantly since then.

b. San Diego law firm Luce, Forward, Hamilton & Scripps reports that in 2010, its partner rates ranged from \$350 to \$670 per hour, and its associate rates ranged from \$245 to \$445 per hour. In 2009, its partner rates ranged from \$360 to \$650 per hour, and its associate rates ranged from \$240 to \$540 per hour.

11. My research regarding attorneys' fees in California has indicated a consistent increase in fees over the last several years. Most firms increased their rates over these periods. Consistent with this market, I raised my rates in 2009 and 2010, and will raise it again in 2011, to reflect both the

1 demand for my services and inflation in costs and legal rates; my rate is still significantly less than
2 many attorneys with comparable experience, expertise, and skills at other firms.

3 12. The hourly rates set forth above are those charged where full payment is expected
4 promptly upon the rendition of the billing and without consideration of factors other than hours and
5 rates. If any substantial part of the payment were to be deferred for any substantial period of time, for
6 example, or if payment were to be contingent upon outcome or any other factor, the fee arrangement
7 would be adjusted accordingly to compensate the attorneys for those factors.

8 13. In my experience, fee awards are almost always determined based on current rates, i.e.,
9 the attorney's rate at the time a motion for fees is made, rather than the historical rate at the time the
10 work was performed. This is a common and accepted practice to compensate attorneys for the delay in
11 being paid.

12 C. Plaintiffs' Counsel's Requested Percentage Fee

13 14. I understand that Plaintiffs request an award of fees under the common fund doctrine as a
14 percentage of the fund recovered in this litigation sufficient to provide them with a reasonable fee. This
15 is an appropriate request because this is a fully-paid, non-reversionary settlement in which the value of
16 the class recovery is fully monetized at \$2,000,000, inclusive of fees, expenses, and settlement
17 administration costs. Under these circumstances, courts award fees as percentages of the common fund
18 where they are in line with the range of fees freely negotiated in the legal marketplace in comparable
19 litigation.

20 15. Based on the information I have gathered and my own experience and expertise, it is my
21 opinion that the 33 1/3% common fund fee recovery requested by Class Counsel is, in the
22 circumstances of this case, reasonable and consistent with awards approved by other California state
23 courts reviewing class action settlements, based on the factors discussed below.

24 16. My opinion is based in part on the fact that, as a common fund case with the fund
25 consisting of \$2 million, Plaintiffs' claimed fee of 33 1/3% is entirely consistent with the legal
26 marketplace for attorneys' services in contingency fee cases involving similar financial recoveries. In
27 the course of my practice, I have become familiar with the contingency fee percentages charged by law
28 firms to sophisticated institutional clients in large damage cases. Based on that knowledge and my

13
DECLARATION OF RICHARD M. PEARL IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AN AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS - CASE NO.: BCW1237

234747-2

1 experience in the attorneys' fees field generally, it is my opinion that if competent and experienced
2 attorneys and a sophisticated client were to negotiate a contingency fee agreement under the
3 circumstances where (a) a high risk, complex case was being contemplated, (b) it is anticipated that the
4 opposition would be vigorous, and (c) the attorneys would not be paid unless and until they were able to
5 obtain significant relief for the client, the sophisticated client would be more than willing to enter into a
6 retainer agreement under which the client would pay only the litigation out-of-pocket costs, and the
7 attorneys could reasonably expect to recover 5% to 35% of the total value of any recovery as fees.

8 17. An award of 33 1/3% of the common fund requested by Class Counsel here is consistent
9 with legal marketplace for attorneys' services in contingency fee cases because of (a) the high risk
10 involved in litigating an incentive compensation plan case on behalf of nearly 100 California
11 employees; (b) the vigorous defense presented by the large defense firm that represents Defendant here;
12 (c) the relatively small size of the common fund, which weighs toward a higher percentage; and (d) the
13 fact that here, unlike in the paradigm market practices situation described in the previous paragraph,
14 Class Counsel were obligated to advance the substantial litigation costs on a contingent basis with risk
15 of delay in repayment as well as possible non-repayment, and to represent Plaintiffs through appeal of
16 any judgment in this case. This award would also be appropriate to encourage settlement, reward
17 counsel for maximizing their clients' recoveries, and promote the private enforcement of the wage and
18 hour laws Plaintiffs allege were violated.

19 D. Plaintiffs' Counsel's Lodestar Multiplier

20 18. Courts often cross-check a percentage-based fee against a lodestar based fee to determine
21 if it is reasonable. I understand that Plaintiffs' lodestar here is \$332,383.88 on non-fees work. The
22 \$666,667 fee award requested represents a 2 multiplier on the non-fees lodestar.

23 19. The expense and risk of public interest litigation has not diminished over the years; to
24 the contrary, these cases are in many ways more difficult than ever. As a result, fewer and fewer
25 attorneys and firms are willing to take on such litigation, and the few who are willing to do so can only
26 continue if their fee awards reflect true market value. Attorneys who litigate on a wholly or partially
27 contingent basis expect to receive significantly higher effective hourly rates in cases where
28 compensation is contingent on success. As the case law recognizes, this does not result in any

1 "windfall" or undue "bonus." In the legal marketplace, a lawyer who assumes a significant financial
2 risk on behalf of a client rightfully expects that his or her compensation will be significantly greater
3 than if no risk was involved (i.e., if the client paid the bill on a monthly basis), and that the greater the
4 risk, the greater the "enhancement." Adjusting court-awarded fees upward in contingent fee cases to
5 reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor simply makes
6 them competitive in the legal marketplace, helping to ensure that meritorious cases will be brought to
7 enforce important public interest policies and that clients who have meritorious claims will be more
8 likely to obtain qualified counsel.

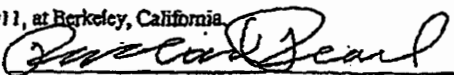
9 20. In my experience, lodestar multipliers of 2 to 4 are typical for class actions such as this
10 case. Plaintiffs' requested fee falls well within this range.

11 **E. Plaintiffs' Counsel's Out-of-Pocket Expenses.**

12 21. I have reviewed the billing practices of hundreds of attorneys in California. Based on
13 my experience and knowledge of these billing practices, I am aware that it is a common practice for
14 firms to bill their clients for out-of-pocket expenses incurred in litigation on a monthly basis as they are
15 incurred. Such expenses include, but are not limited to, charges incurred for copying, long-distance
16 telephone calls, postage, messengers, travel, deposition and hearing transcripts, legal and non-legal
17 computer research services, mediation services, and expert witnesses. I am informed that Plaintiffs
18 expended \$16,258.08 in out-of-pocket litigation expenses in this case, including \$8,000 for the services
19 of an experienced and skilled mediator, David Rotman, who brokered the settlement in this case. Based
20 on my knowledge and experience of such costs and billing practices, it is my opinion that these
21 expenses are reasonable given the complex nature of this case.

22 If called as a witness, I could and would competently testify from my personal knowledge to the
23 facts stated herein. I declare under penalty of perjury under the laws of the state of California the
24 foregoing is true and correct.

25 Executed this 4th day of January, 2011, at Berkeley, California.

26 
27 RICHARD M. PEARL
28