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10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12
13 **FOR THE COUNTY OF SAN FRANCISCO**
14

15 KIMMY DAO, an individual,

16 Plaintiffs,

17 vs.

18 PANDORA KARAOKE, INC., a California
19 Corporation; URBAN LIFE INC., a
20 California Corporation, TIMMY CHOY, an
21 individual; and DOES 1 to 50 inclusive,

22 Defendants.

Case No.: CGC-24-611422

**DECLARATION OF SAUL ACHERMAN
IN SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Department: 206
Judge: Hon. Rochelle East
Trial Date: 09/15/2025
Complaint Filed: 01/05/2024

Hearing: April 1, 2026
Hearing Time: 9:30 A.M.
Law & Motion Department 302

Filed Herewith:

1. Notice of Motion and Motion;
Memorandum of Points and Authorities
2. Declaration of Saul Acherman with
Exhibits
3. [Proposed] Order

23
24 I, Saul Acherman, declare as follows:

25 1. I am an attorney at law licensed to practice in the State of California, and I am the
26 managing attorney at Jafari Law Group, Inc., attorneys for Plaintiff Kimmy Dao (“Plaintiff”). The
27 facts set forth herein are true and based on my personal knowledge, and if called upon to testify, I
28 could and would testify competently under oath that the facts set forth herein are true.

2. Jafari Law Group, Inc., is well regarded as a firm that handles employment matters including individual, class, and PAGA.

3. I have worked together with Mr. David Jafari of Jafari Law Group, Inc. to add our combined experience in similar litigations as class and PAGA Counsel to ensure that the proposed settlement in this Action was the product of serious, informed, and non-collusive negotiations, representing a fair and reasonable settlement considering all the facts and circumstances of the litigation.

4. I have handled more than forty PAGA Cases for Jafari Law Group. On these PAGA cases, I have extensive experience including related to PAGA filing, investigation, discovery, mediation, litigation and settlement through approval. I recommend approval of the PAGA Settlement.

5. I understand Defendants' Counsel Nardell Chitsaz & Associates LLP is also a well-regarded as a firm that handles employment matters.

Summary Of Efforts to Address Court's Concerns with First Motion

6. On December 2, 2025, our office filed an unopposed Motion to Approve the PAGA Settlement as discussed herein. (the "First Motion").

7. On January 7, 2026, the Court denied the First Motion identifying several concerns that must be addressed. A true and correct copy of the Court's Order of January 7, 2026, is attached to this Declaration as **Exhibit A** (the "Court's Order of January 7, 2026").

8. Following the Court's Order of January 7, 2026, I met and conferred with Mr. Houman Chitsaz, Esq., counsel for Defendants, regarding the concerns identified by the Court and agreed to prepare and execute a revised PAGA Settlement Agreement based on a Judicial Council Model. A true and correct copy of the new executed PAGA Settlement Agreement is attached to this Declaration as **Exhibit B** (the "PAGA Settlement Agreement").

9. Even prior to contacting Mr. Chitsaz, I conducted a comprehensive review of the previously submitted motion for approval and PAGA settlement agreement. During this process, it became evident that the motion papers and settlement were wholly inadequate, including errors that did not reflect the parties' intentions or agreement.

1 10. Rather than attempting to amend each deficiency from the previous settlement
2 agreement, I worked with Mr. Chitsaz in good faith to prepare the new PAGA Settlement Agreement,
3 which is based on the Los Angeles Superior Court - Model PAGA Settlement Agreement (identified
4 as SCLAC CIV Rev. 1/26).

5 11. The parties concluded that this Model was the most efficient way to address the
6 Court's concerns.

7 **Factual & Procedural Background**

8 12. On January 5, 2024, our office, on behalf of Plaintiff, commenced this Action by filing
9 a complaint alleging causes of action against Defendantas for failure to pay overtime, failure to pay
10 minimum wage, failure to pay wages when due, failure to pay all wages at time of separation, failure
11 to provide accurate itemized wage statements, failure to comply with inspection request, failure to
12 maintain records, conversion of tips and gratuities, failure to provide meal and rest periods,
13 retaliation, and failure to reimburse all expenses.

14 13. On February 21, 2024, our office, on behalf of Plaintiff, an aggrieved employee,
15 submitted notice of alleged Labor Code violations by her employer, Defendant, to the California
16 Labor and Workforce Development Agency ("LWDA"), and mailed via certified mail and pursuant
17 to the Labor Code this notice to Defendants as well. A true and correct copy of the PAGA Notice to
18 the LWDA is attached to this Declaration as **Exhibit C** (Plaintiff's "PAGA Notice").

19 14. On May 16, 2024, our office then filed a First Amended Complaint, which is the
20 Operative Complaint, alleging the same causes of action against Defendants but including her claim
21 pursuant to PAGA. A true and correct copy of the Operative Complaint is attached to this Declaration
22 as **Exhibit D** (Plaintiff's "Operative Complaint").

23 15. Right away, the parties engaged in discovery after exchanging some initial positions
24 and information informally.

25 16. As early as July 27, 2024, the parties decided to attempt mediation. The first mediation
26 was attempted through a respected mediator, Philip R. Diamond, Esq.; although the case was
27 discussed at length, the parties exchanged information informally, and Mr. Diamond spent a great
28 deal of effort in multiple pre-mediation meetings and correspondence to maximize the parties'

1 chances of resolving the case, the parties did not reach a resolution that day.

2 17. After that mediation failed to result in a resolution, the parties litigated the case for
3 another year –all but concluded discovery and began preparing for trial – until ultimately agreeing to
4 attempt formal mediation once again in August of 2025.

5 18. Our office devoted substantial time and resources to developing the representative
6 claim, including completing written discovery – multiple sets of form interrogatories to each
7 defendant, nearly two hundred special interrogatories to Defendants alone, multiple sets of requests
8 of admissions, and at least three sets of requests for production of documents yielding in excess of
9 15,000 pages of documents from Defendants – and completed depositions including Plaintiff’s
10 former co-manager (Van Tran), depositions of each of the owners of Defendants’ businesses (Jeff
11 Ng, and Tommy Choy), and Defendants’ person most knowledgeable on the policies and practices
12 relevant to the PAGA claim at issue in this Action.

13 19. Defendants also took Plaintiff’s deposition. Moreover, Plaintiff’s counsel interviewed
14 several former and then-current employees.

15 20. Although multiple discovery disputes arose, the parties were able to resolve these
16 disputes without the Court’s intervention.

17 21. On August 2, 2025, we participated in a private mediation session before experienced
18 PAGA and Class action mediator David Phillips, Esq., during which Plaintiff and Defendants reached
19 a settlement-in-principle.

20 22. The parties agreed to settle the PAGA claim, as set forth in the PAGA Settlement
21 Agreement; the terms of the agreement were subsequently finalized and are memorialized in the
22 proposed Settlement Agreement for which Plaintiff now seeks approval.

23 23. As I mentioned above, after the Court denied our First Motion, I worked with opposing
24 counsel to prepare the new PAGA Agreement and prepare the papers submitted with this Declaration.
25 I am having my office submit to the LWDA this renewed Motion including the new Settlement
26 Agreement, and a true and correct copy of the proof of service and email receipt from the LWDA
27 will be attached to this Declaration at the time this is filed with the Court, as **Exhibit E** (the “POS of
28 Motion and PAGA Settlement to LWDA”).

1 **SUMMARY OF PAGA SETTLEMENT TERMS**

2 24. On August 2, 225, the parties agreed to accept a mediator’s proposal, including
3 Defendants’ agreement to pay a non-reversionary Gross Settlement Amount of \$75,000.00. This
4 amount includes attorney’s fees and costs subject to Court approval, and a PAGA payment to the
5 LWDA. (PAGA Settlement 3.1). **Table 1.1** below provides a break-down of the Total Settlement
6 Amount, anticipated Administration costs of \$2,000, and payment amount to the State and the
7 Affected Employees:

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Description	Amount
Total Settlement	\$75,000.00
Administrator Fee	\$2,000.00
Attorney Fees	\$25,000.00
Litigation Costs	\$12,355.95
Subtotal of Settlement Fund	\$35,644.05
75% CA Portion	\$26,733.04
25% Employee Portion	\$8,911.01
Payment Per Pay Period	\$67.20

13

14 **Table 1.1**

15 25. The Settlement Period is from February 21, 2023, to August 2, 2025. (PAGA
16 Settlement 1.23). February 21, 2023, is one year from the date we submitted Plaintiff’s Notice to the
17 LWDA and Defendants. August 2, 2025, is the date the Parties successfully completed Mediation
18 and agreed to the material terms of the PAGA Settlement.

19 26. The Release in the Settlement Agreement is limited to all claims for PAGA Penalties
20 that were alleged, or reasonably could have been alleged, based on the facts and allegations in the
21 Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA
22 Notice, including but not limited to conversion of tips and gratuities, failure to pay straight, overtime
23 and double time wages (including any work off-the-clock), failure to pay minimum wage, failure to
24 pay employees all overtime wages including by failing to pay all overtime and double time at the
25 correct regular rate of pay, failure to provide compliant meal and rest breaks, failure to pay all
26 premium wages owed for short, late or missed meal and rest periods, failure to pay all wages owed
27 at discharge, failure to timely pay wages within the times permissible, failure to provide complete
28 and accurate wage statements, failure to keep complete and accurate payroll records, failure to

1 produce pay and personnel records, failure to reimburse necessary business expenses, failure to pay
2 sick leave wages, and retaliation. (PAGA Settlement 5.1, 5.2).

3 27. Pursuant to the PAGA Settlement Agreement, our office is seeming, and Defendants
4 do not oppose, attorneys' fees in the amount of \$25,000.00 (one-third of the \$75,000 Gross Settlement
5 Fund) and litigation costs in the amount of \$12,355.95. (PAGA Settlement 3.2.1).

6 28. After having worked with ILYM Group, Inc. in other matters and understanding their
7 rates, our office selected, and Defendant did not oppose ILYM Group, Inc. as Settlement
8 Administrator (PAGA Settlement 7.1).

9 29. After the First Motion was denied, our office reached out to the Settlement
10 Administrator and ensured that we could receive a fixed price. The Settlement Administrator has
11 agreed to a fixed cost of \$2,000. (PAGA Settlement 3.2.2).

12 30. Moreover, and pursuant to the terms of the new Settlement Agreement, we requested
13 and the Settlement Administrator provided, a Declaration from its president, Ms. Lisa Mullins. A true
14 and correct copy of Ms. Mullins's Declaration is attached to this Declaration as **Exhibit F** (the "ILYM
15 Declaration").

16 31. The Parties agreed that the Aggrieved Employees will receive a Notice with their
17 checks informing them of the settlement. A true and correct copy of the Notice is attached to this
18 Declaration as **Exhibit G** (the "Notice to Aggrieved Employees").

19 32. Per the PAGA Settlement Agreement, the Settlement Administrator will transmit
20 unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the
21 Aggrieved Employee. (PAGA Settlement 4.3.3).

22 **The Settlement Was Reached Through Non-Collusive Arm's-Length Negotiations**

23 33. The settlement was reached through hard-fought negotiations and only after multiple
24 attempts through formal mediation – engaging two separate experienced and respected mediators. On
25 our second and ultimately successful attempt at formal mediation, we attended mediation in-person
26 at the mediator's location in Century City, California; Defendants attended in person as well despite
27 Defendants being over 500 miles apart, from the Bay Area. The intense negotiations concluded only
28 after a mediator's proposal by Mr. Phillips, which was finally accepted by the parties.

1 **The Negotiations Were Fully Informed**

2 34. The settlement was reached in this case after the parties had completed extensive
3 discovery as mentioned above. Prior to the second mediation in August, our office was amid
4 preparing for trial then set for September 15, 2025, including preparing trial documents and planning
5 travel arrangements from Orange County to the Bay Area.

6 **The Settlement is Fair and Reasonable**

7 35. Our office estimated, including before the second mediation, that there could be
8 maximum theoretical penalties of \$904,200.00, if all penalties were assessed at the initial rate and
9 stacking were allowed.

10

Description	Amount
Total Aggrieved Employees	18
PAGA Pay Periods	62
Conversion of tips and gratuities	\$111,600.00
Failure to Pay All Wages Owed	\$55,800.00
Failure to pay minimum wage* ¹	\$111,600.00
Failure to provide compliant meal breaks	\$55,800.00
Failure to provide compliant rest breaks	\$55,800.00
Failure to pay all wages owed at discharge	\$200.00
Failure to timely pay wages within the times permissible*	\$111,600.00
Failure to provide complete and accurate wage statements*	\$279,000.00
Failure to keep complete and accurate payroll records	\$500
Failure to produce pay and personnel records	\$500
Failure to reimburse necessary business expenses	\$200
Failure to pay sick leave wages*	\$111,600.00
Retaliation	\$10,000.00
Maximum Theoretical Recovery	\$904,200.00
Maximum Theoretical Recovery (Without Stacking*)	<u>\$290,400.00</u>

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22 36. As shown above, without stacking derivative claims, we calculated a maximum
23 theoretical recovery of approximately \$290, 400.00. I understood based on our own findings and from
24 Defendants that neither a court nor the Labor Commissioner had previously notified Defendants that
25 they were violating the Labor Code.

26 37. I carefully reviewed the data we received from Defendants, including pay records,
27
28

¹ The asterisk (*) denotes penalties that are derivative of the Failure to Pay All Wages claim.

1 time sheets, written correspondences between Defendants and employees, and extensive tip
2 distribution records and policies produced by Defendants.

3 38. I also received and reviewed extensive communications, and deposed Defendants,
4 including their PMK knowledgeable on their policies and practices relevant to the alleged PAGA
5 violations. I also received and reviewed sworn declarations from Defendants' employees declaring
6 they were paid all wages owed, and that they were provided with compliant meal and rest breaks -
7 attesting that they were provided with "enough time to take meal and rest breaks", that their decision
8 "whether to take a break [was theirs]". Defendants also provided evidence that Defendant would often
9 buy their employees food and snacks, and that until after the filing of Plaintiff's lawsuit, employees
10 did not clock out for meal breaks. Although Defendants provided pay records, our position is that
11 Defendants lacked complete time-keeping records.

12 39. I defended Plaintiff's deposition and Plaintiff testified she herself was a manager and
13 does not dispute that Defendant's supervisors had no authority to hire or fire servers and that other
14 than additional administrative tasks, the managers worked along with other servers and focused on
15 customer service.

16 40. Defendants produced evidence that Aggrieved Employees would – at least for a period
17 during the relevant PAGA period – remain on the clock during meal breaks, which Defendants paid.

18 41. There was evidence of only one other employee during the relevant period who
19 requested and was not provided with their records in a timely manner.

20 42. Although Plaintiff had to use her cell phone for work, we did not find evidence that
21 Defendants' employees were by virtue of a policy required to use their cell phones during their
22 working hours, which primarily required serving customers at Defendants' karaoke bar.

23 43. Critically for purposes of PAGA, and not her individual claim of retaliation, the
24 evidence uncovered through deposition testimony, written communications – in both texts and emails
25 – support a highly individualize retaliation claim rather than a systematic, company-wide policy of
26 retaliation towards employees.

27 44. The table below summarizes our office's estimated theoretical maximum recovery,
28 applicable discounts, and expected maximum recovery excluding derivative claims to discount

stacking:

Violation	Theoretical Max.	Discounts	Expected Max. Recovery
Conversion of tips and gratuities	\$111,600.00	50%	\$55,800.00
Failure to Pay All Wages Owed	\$55,800.00	50%	\$27,900.00
Failure to provide compliant meal breaks	\$55,800.00	90%	\$5,580
Failure to provide compliant rest breaks	\$55,800.00	90%	\$5,580
Failure to pay all wages owed at discharge	\$200.00	--	\$200
Failure to keep records	\$500	--	\$500
Failure to produce records	\$500	--	\$500
Failure to reimburse	\$111,600.00	100%	\$0
Retaliation	\$10,000.00	100%	\$0
<u>TOTAL (excluding stacking)</u>	--	--	<u>\$96,060.00</u>

45. I calculated the values above, and the proposed gross settlement amount of \$75,000 constitutes approximately 78.07% of the expected maximum recovery, or 25.82% of the theoretical maximum recovery.

46. As shown in Table 1.1 above, based on the 1116 total pay periods in the settlement, the settlement represents \$67.20 per pay period. I understood from the information provided to me by Defendants that too steep of a penalty would force them to have to close their business.

47. Having been practicing for over ten years now, I am aware that contingency fee agreements between plaintiff and plaintiffs' counsel provide a common recovery of 50%, especially when litigated through the point of preparing for trial.

48. In this case, our agreement with Plaintiff is on contingency. Proceeding exclusively on contingency, our law firm has devoted – up until the date of the mediation when the settlement was reached – 452.50 hours litigating this case through August 2, 2025, yielding a lodestar cross check of \$148,471.25.

49. Our firm's customary hourly rates are comparable to prevailing rates in the Irvine Area

1 for lawyers and legal staff of similar experience, skill, and reputation. Our hourly rates are \$490 for
2 my time, our associates are billed between \$325 - \$375, and our paralegals are billed between \$195 -
3 \$275. Hourly-paying clients have paid the firm's hourly rates, and other courts have approved these
4 rates.

5 50. The lodestar also excludes the significant hours that have been incurred by our firm
6 since August 2, 2025, that include meeting and conferring with opposing counsel to file the First
7 Motion and this Motion.

8 51. Our firm has incurred out-of-pocket expenses totaling \$12,355.95, as mentioned above
9 and in the PAGA Settlement. These modest expenses include the following: (1) filing fees, court fees,
10 and fees for service of process; (2) costs for depositions, including ordering transcripts; and (3) costs
11 of mediations.

12 52. Our office is not aware of any other matter that is potentially affected by this
13 settlement. During the pendency of this Action, Defendant has not identified any other related cases
14 or matters. Moreover, as of the date of this paper, I personally searched for and found no other parties
15 or other matters that are potentially influenced by this settlement.

16
17 Executed this March 9, 2026, in Irvine, California.

18
19 

20 _____
Saul Acherman

EXHIBIT A

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

MINUTES

January 07, 2026

KIMMY DAO

PLAINTIFF

VS.

PANDORA KARAOKE, INC., A
CALIFORNIA CORPORATION et al

DEFENDANT

Department: 302

Case Number: CGC-24-611422

Nature of Cause:
Motion For Approval Of Paga Settlement

Present:

Judge: JOSEPH M. QUINN
Reporter:

Clerk: MARIA BENIGNA GOODMAN
Bailiff:

Appearing for Plaintiff (s):

Appearing for Defendant(s):

No appearance

No appearance

Plaintiff Kimmy Dao's unopposed Motion For Approval of PAGA Settlement is DENIED.

This case was filed pursuant to PAGA; thus, the settlement requires court approval under Labor Code section 2699. (See Lab. Code, section 2699(s)(2) ["The superior court shall review and approve any settlement of any civil action filed pursuant to this part."].) The court "should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 77.) Many of the factors relevant to evaluate class action settlements, such as "the strength of the plaintiff's case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount" can be "useful in evaluating the fairness of a PAGA

Case Number: CGC-24-611422

Case Title: KIMMY DAO VS. PANDORA KARAOKE, INC., A CALIFORNIA
CORPORATION ET AL

settlement.” (Id.) At a minimum, under section 2699, the court must ensure the interests of the absent aggrieved employees are protected.

The court has several concerns regarding this settlement; it will identify a few. First, Plaintiff does not disclose information regarding her attorney’s fees and costs. If Plaintiff is bearing her own attorney’s fees and costs—a highly unusual scenario in PAGA settlements—counsel must so declare and discuss this in the MPA (this should be obvious). If not, the court needs information regarding any payment by Defendants that may reasonably be construed as attorney’s fees and costs and the issue needs to be discussed in the MPA. The analysis must include a lodestar analysis.

Second, if Plaintiff is receiving or has received a payment that reasonably can be construed as a service credit or payment, that needs to be disclosed and discussed in the MPA. If she has received/will receive no such payment, this must be so stated in sworn testimony and discussed in the MPA.

Third, the release is far too broad. The release must clearly provide that aggrieved employees are releasing only claims for penalties provided under PAGA that could be brought by the State for a specific time period time period.

Fourth, missing is any meaningful discussion and analysis of the claims, Plaintiff’s and aggrieved employees’ potential recovery, the recovery provided by the settlement and the circumstances that justify the difference. The current discussion is generic, opaque and wholly uninformative.

Fifth, Plaintiff must make clear in the Settlement and the MPA what is to happen to unclaimed funds.

Sixth, the proposed administrator has bid the project at \$2,000; the settlement must provide for administrator fees not substantially in excess—and certainly not 150% above—the bid amount.

Seventh, the proposed Notice to aggrieved parties is patently inadequate. For example, the Attorney’s Fees provision is inadequate and inconsistent with Plaintiff’s statements in the MPA. The release discussion is inadequate and inconsistent with the Release provisions of the Settlement. If the discussion in the Notice is not wrong, this demonstrates that the Release set out in the Settlement Agreement is overbroad and defective. The Notice expressly acknowledges that aggrieved employees must release PAGA *and non-PAGA claims*, which is not fair or reasonable. The Notice contains a number of typos and much unintelligible text.

If Plaintiff files a subsequent motion seeking substantially similar relief, Plaintiff must include a copy of this Order with its papers and specifically discuss in the MPA her efforts to cure the identified defects and all other changes between the settlement agreement and notice submitted for approval with this motion and the settlement agreement and notice submitted for approval with the subsequent motion.

Case Number: CGC-24-611422

Case Title: KIMMY DAO VS. PANDORA KARAOKE, INC., A CALIFORNIA CORPORATION ET AL

The court has applied the presumption of fairness and reasonableness. But this settlement and this motion demonstrate the presumption has been overcome and the record does not demonstrate that the PAGA settlement is fair, reasonable and adequate.

Plaintiff is ordered to prepare a proposed order which repeats verbatim the substantive portion of the tentative ruling and email it to contestdept302tr@sftc.org prior to the time set for hearing.

Order is signed.

Judge: Joseph M. Quinn, Clerk: M. Goodman, Not Reported. (302/JMQ)

Case Number: CGC-24-611422

Case Title: KIMMY DAO VS. PANDORA KARAOKE, INC., A CALIFORNIA
CORPORATION ET AL

EXHIBIT B

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff KIMMY DAO (“Plaintiff”) and defendants PANDORA KARAOKE, INC., URBAN LIFE INC., TIMMY CHOY, and JEFFREY NG (“EMPLOYER”). The Agreement refers to Plaintiff and EMPLOYER collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against EMPLOYER captioned Kimmy Dao v. Pandora Karaoke, Inc., et al., Case No. CGC-24-611422 initiated on January 5, 2024 and pending in the San Francisco Superior Court.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” means a person employed by EMPLOYER in California and classified as an hourly non-exempt employee who worked for EMPLOYER during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in EMPLOYER’s possession including the Aggrieved Employee’s name, last known mailing address, Social Security number and number of PAGA Pay Periods.
- 1.6 “Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Approval Order” means the Court’s order granting approval of the Settlement.
- 1.8 “Court” means the Superior Court of California, County of San Francisco.
- 1.9 “Defense Counsel” means Houman Chitsaz of the law firm of Nardell Chitsaz & Associates LLP.
- 1.10 “Effective Date” means the date on which the Judgment becomes final.

- 1.11** “Gross Settlement Amount” means \$75,000.00 which is the total amount EMPLOYER agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment.
- 1.12** “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.13** “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.14** “LWDA” means the California Labor and Workforce Development Agency.
- 1.15** “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.16** “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17** “PAGA Counsel” means David V. Jafari and Saul Acherman of the law firm of Jafari Law Group (“JLG”), the attorneys representing the Plaintiff in the Action.
- 1.18** “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19** “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for EMPLOYER for at least one day during the PAGA Period.
- 1.20** “PAGA Period” means the period from February 21, 2023 to August 2, 2025.
- 1.21** “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.22** “PAGA Notice” means Plaintiff’s February 21, 2024 letter to EMPLOYER and the LWDA providing notice pursuant to Labor Code section 2699.3(a).

- 1.23** “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$8,911.01) and the 75% to the LWDA (\$26,733.04) in settlement of PAGA claims.
- 1.24** “Plaintiff” means Kimmy Dao, the named plaintiff in the Action.
- 1.25** “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.26** “Released Parties” means EMPLOYER and each of its former and present directors, officers, shareholders, owners, attorneys, predecessors, successors, and assigns.
- 1.27** “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28** “EMPLOYER” means named Defendants PANDORA KARAOKE, INC., URBAN LIFE INC., TIMMY CHOY, and JEFFREY NG.

2. RECITALS.

- 2.1** On January 5, 2024, Plaintiff commenced this Action by filing a complaint alleging causes of action against EMPLOYER for failure to pay overtime, failure to pay minimum wage, failure to pay wages when due, failure to pay all wages at time of separation, failure to provide accurate itemized wage statements, failure to comply with inspection request, failure to maintain records, conversion of tips and gratuities, failure to provide meal and rest periods, retaliation, and failure to reimburse all expenses.

On February 21, 2024, Plaintiff provided written notice pursuant to California Labor Code section 2699.3 to the California Labor Workforce Development Agency (“LWDA”) and EMPLOYER by certified mail of specific provisions of the California Labor Code which Plaintiff alleged Defendants had violated, pursuant to California Labor Code 2699.3. Plaintiff alleged that EMPLOYER violated the California Labor Code and Industrial Wage Order’s requirements for conversion of tips and gratuities, failure to pay straight, overtime and double time wages (including any work off-the-clock), failure to pay minimum wage, failure to pay employees all overtime wages including by failing to pay all overtime and double time at the correct regular rate of pay, failure to provide compliant meal and rest breaks, failure to pay all premium wages owed for short, late or missed meal and rest periods, failure to pay all wages owed at discharge, failure to timely pay wages within the times permissible, failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, failure to produce pay and personnel records, failure to

reimburse necessary business expenses, failure to pay sick leave wages, and retaliation and seeking civil penalties pursuant to Labor Code §§ 2698 et seq.

On May 16, 2024, Plaintiff filed a First Amended Complaint alleging the same causes of action against EMPLOYER and including her claim pursuant to PAGA. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). EMPLOYER denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to EMPLOYER and the LWDA by sending the PAGA Notice.
- 2.3 On August 2, 2023, the Parties participated in an all-day mediation presided over by David Phillips, Esq., which led to the Agreement. This was the second mediation between the Parties (i.e., the first mediation being unsuccessful with a different mediator).
- 2.4 Before ☒ mediation ☒ negotiating the Settlement, Plaintiff obtained, through ☒ formal ☐ informal discovery: Plaintiff’s pay records, including tip allocation and tip payment records, Aggrieved Employees’ other pay records of EMPLOYER and Aggrieved Employees, as well as email and text communications between EMPLOYER and Plaintiff and Aggrieved Employees relevant to the claims from which the PAGA claim is derived.
- 2.5 The Parties, PAGA Counsel and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement and have conducted a search and found no other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. EMPLOYER promises to pay \$75,000.00 and no more as the Gross Settlement Amount. EMPLOYER has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to EMPLOYER.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

- 3.2.1** To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.333% (one third), which is currently estimated to be \$25,000.00, and PAGA Counsel Litigation Expenses Payment of not more than \$12,355.95. EMPLOYER will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of a PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds EMPLOYER harmless, and indemnifies EMPLOYER, from any dispute or controversy regarding any division or sharing of any of these payments.
- 3.2.2** To the Administrator: An Administration Expenses Payment not to exceed \$2,000.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than \$2,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3** To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$35,644.05 to be paid from the Gross Settlement Amount, with 75% (\$26,733.04) allocated to the LWDA PAGA Payment and 25% (\$8,911.01) allocated to the Individual PAGA Payments.
- 3.2.3.1** The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$8,911.01) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to date, EMPLOYER estimates there are 18 Aggrieved Employees who worked a total of 62 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 15 days, EMPLOYER will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. EMPLOYER has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which EMPLOYER must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. EMPLOYER shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after EMPLOYER funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re- mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.
- 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4 The payment of Individual PAGA Payments shall not obligate EMPLOYER to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

- 5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice, including but not limited to conversion of tips and gratuities, failure to pay straight, overtime and double time wages (including any work off-the-clock), failure to pay minimum wage, failure to pay employees all overtime wages including by failing to pay all overtime and double time at the correct regular rate of pay, failure to provide compliant meal and rest breaks, failure to pay all premium wages owed for short, late or missed meal and rest periods, failure to pay all wages owed at discharge, failure to timely pay wages within the times permissible, failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, failure to produce pay and personnel records, failure to reimburse necessary business expenses, failure to pay sick leave

wages, and retaliation ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. 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 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice, including but not limited to conversion of tips and gratuities, failure to pay straight, overtime and double time wages (including any work off-the-clock), failure to pay minimum wage, failure to pay employees all overtime wages including by failing to pay all overtime and double time at the correct regular rate of pay, failure to provide compliant meal and rest breaks, failure to pay all premium wages owed for short, late or missed meal and rest periods, failure to pay all wages owed at discharge, failure to timely pay wages within the times permissible, failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, failure to produce pay and personnel records, failure to reimburse necessary business expenses, failure to pay sick leave wages, and retaliation.

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

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including: (i) a draft Approval Order; (ii) a

signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (1)(1)), and the Agreement (Lab. Code, § 2699, subd. (1)(2)); (iv) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court’s Model Agreement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their 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 is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than [30] days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. ILYM Group, Inc. has been selected to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.
8. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.
- 8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to postjudgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.
9. **ADDITIONAL PROVISIONS.**
- 9.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by EMPLOYER that any of the allegations in the Operative Complaint have merit or that EMPLOYER has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that EMPLOYER’s defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, EMPLOYER reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest EMPLOYER’s defenses. The Settlement, this Agreement and Parties’ willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement

between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

- 9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and EMPLOYER, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 9.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.
- 9.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, EMPLOYER nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 9.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 9.11 Confidentiality.** To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 9.12 Use and Return of Aggrieved Employee Data.** Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by EMPLOYER in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from EMPLOYER unless, prior to the Administrator's payment of all Settlement funds, EMPLOYER makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 9.13 Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 9.14 Calendar Days.** Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.15 Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

David V. Jafari
djafari@jafarilawgroup.com
Saul Acherman
sacherman@jafarilawgroup.com
Jafari Law Group, Inc.
2020 Main Street, Suite 350
Irvine, California 92614
Ph: 949-362-0100

To Defendants:

Houman Chitsaz
houman@ncalegal.com
Terry Odetto
terry@ncalegal.com
Nardell Chitsaz & Associates LLP
999 5th Avenue, Suite 230
San Rafael, CA 94901
Ph: 415-306-5561

- 9.16 Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for

purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

-- SIGNAUTRES ON NEXT PAGE --

SIGNATURES

06/03/2026

Date

Kimmy Dao

Kimmy Dao (Mar 6, 2026 13:19:48 PST)

Plaintiff KIMMY DAO, personally and
as private attorney general for and proxy
or agent of the California Labor
Workforce Development Agency

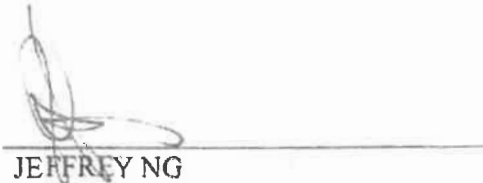
3/4/26

Date


TIMMY CHOY

3/4/26

Date


JEFFREY NG

3/4/26

Date


Defendant URBAN LIFE, INC., et al.

Print Name and Title: Timmy Choy, CEO

Date

Defendant PANDORA KARAOKE,
INC., et al.

 CEO

Print Name and Title: Jeffrey Ng, CEO

SIGNATURES

Date

Plaintiff KIMMY DAO, personally and
as private attorney general for and proxy
or agent of the California Labor
Workforce Development Agency

Date

TIMMY CHOY

3/4/26

Date



JEFFREY NG

Date

Defendant URBAN LIFE, INC., et al.

Print Name and Title: Timmy Choy, CEO

3/4/26

Date



Defendant PANDORA KARAOKE,
INC., et al.

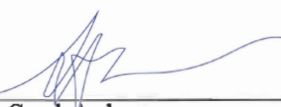
Jeffrey Ng CEO

Print Name and Title: Jeffrey Ng, CEO

Counsel for the Parties approve this Agreement as to Form:

3/6/26

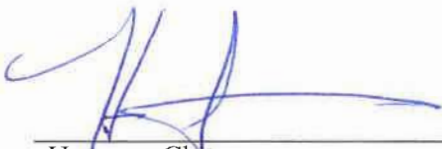
Date



Saul Acherman
David Jafari
Jafari Law Group, Inc.
Attorneys for Plaintiff, personally and
as private attorney general for and
proxy or agent of the California Labor
Workforce Development Agency

3/6/26

Date



Hosman Chitsaz
Nardell Chitsaz & Associates LLP
Attorneys for Defendants

2026-03-06_Defendant-Executed PAGA Settlement

Final Audit Report

2026-03-06

Created:	2026-03-06
By:	Saul Acherman (sacherman@jafarilawgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALGXt8USYkf1V4G9SCtcEvTInRZTGudRo

"2026-03-06_Defendant-Executed PAGA Settlement" History

-  Document created by Saul Acherman (sacherman@jafarilawgroup.com)
2026-03-06 - 9:14:23 PM GMT
-  Document emailed to Kimmy Dao (kimmay150@gmail.com) for signature
2026-03-06 - 9:14:30 PM GMT
-  Email viewed by Kimmy Dao (kimmay150@gmail.com)
2026-03-06 - 9:17:56 PM GMT
-  Document e-signed by Kimmy Dao (kimmay150@gmail.com)
Signature Date: 2026-03-06 - 9:19:48 PM GMT - Time Source: server
-  Agreement completed.
2026-03-06 - 9:19:48 PM GMT

EXHIBIT C

February 21, 2024

VIA ONLINE SUBMISSION

**California Labor & Workforce
Development Agency**
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL

PANDORA KARAOKE, INC.
c/o Timmy Choy, CFO
2390 20TH AVE
SAN FRANCISCO, CA 94116

VIA ONLINE SUBMISSION

URBAN LIFE INC.
c/o Timmy Choy, CEO
2390 20TH AVE
SAN FRANCISCO, CA 94116

VIA CERTIFIED MAIL

TIMMY CHOY
2390 20TH AVE
SAN FRANCISCO, CA 94116

Re: Notice Pursuant to California Labor Code § 2699.3
Employer: PANDORA KARAOKE, INC., et al.
Employee: KIMMY DAO

This office represents KIMMY DAO (hereinafter, “Ms. Dao” or “Employee”). Ms. Dao was an employee of PANDORA KARAOKE, INC., URBAN LIFE INC., and TIMMY CHOY (hereinafter, collectively “Employer”), who specifically worked for Employers in San Francisco, California. Pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, et seq., this Letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 5-2001 (hereafter Wage Order No. 7 or Wage Order), which Employee alleges Employer has violated, including the facts and theories to support the alleged violations.

Please be advised that this Letter constitutes written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Employer in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer. Concurrently with the online submission of this Letter, our office is providing electronic payment for the required fee pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B).

We are investigating claims on behalf of Employee and on behalf of the State of California for violations against Employee and similarly aggrieved current and former non-exempt employees in the State of California regarding, including for among other things, the following violations: failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 7 § 3; willful failure to pay all wages due to discharged employees in violation of Labor Code §§ 201 and 203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226 and Wage Order No. 7 § 7; Labor Code § 2802 for failure to

reimburse all expenses, and violations of Labor Code §§ 98.6 and 1102.5 for retaliatory practices, including but not limited to having a company-wide policy in violation of California Government Code § 12964.5.

The allegations made by Employee on behalf of herself and all other similarly situated current and former non-exempt employees of Employer in the State of California during the four years preceding the date of this notice are based on the following facts and theories: Employer converted employees' tips and gratuities, employees were not paid proper minimum and overtime wages for all hours worked; employees were not paid proper overtime wages for all hours worked, meal periods were less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods were less than ten minutes, not provided adequately or not provided at all, interrupted, and/or late; employees were not provided one hour of pay for each workday a meal period was not provided; employees were not provided one hour of pay for each workday a rest break was not authorized and permitted, as required by California law¹. Given the overtime violations and Employer's failure to compensate their employees fully, employees' wage statements were inaccurate and failed to comply with California law. Moreover, Employer regularly and unlawfully removes employees that complain of payment of wages; similarly, Employer regularly and unlawfully removes employees that complain of discriminatory practices; and more generally, Employer regularly and unlawfully removes employees that complain of any perceived unlawful treatment employees are subjected to during their course of employment with Employer. Instead of addressing its employees' concerns, Employer invokes the unlawful, company-wide practice of suspending employees upon receipt of their complaints alleging unlawful treatment or practices by Employer, and systematically conditions their return to work on their execution of an agreement to a demotion and or a waiver and release of any and all claims the aggrieved employee was complaining to Employer about in the first place. In short, Employer's unlawful employment practices and policies have deprived their employees of earned wages and other compensation.

Employee intends to seek penalties for violations of the Labor Code which are recoverable under Labor Code § 2698 – 2699.6. Employee is seeking penalties on behalf of the State of California of which 75% will be kept by the State while 25% will be available to aggrieved employees. This Letter is sent in compliance with the reporting requirements of Labor Code § 2699.3.

With more specificity, Employee's claims are as follows:

Failure to Pay Overtime; Failure to Pay All Wages Earned and All Hours Worked

Labor Code §§ 510 and 1194 and Wage Order No. 7 § 3 require that "any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh consecutive day of work in any one workweek shall be

¹ "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” Under Labor Code § 500 “workday” means any consecutive 24-hour period commencing at the same time each calendar day.

Employee and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001. Employer required Employee and other aggrieved employees to work for more than eight hours in a consecutive 24-hour period, but they were not paid for overtime. Thus, Employer is in violation of Labor Code §§ 510 and 1194 and Wage Order No. 5 § 3. Moreover, Employer failed to compensate Employee and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay sick and vacation time, failing to pay overtime at one and one half times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3; requiring, suffering or permitting Employee and other aggrieved employees to work off-the-clock but not compensating them for this time; and other methods to be discovered.

In violation of California law, Employer has refused to perform their obligations to compensate Employee and other aggrieved employees for all wages earned and all hours worked. Employer' conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3.

Willful Failure to Immediately Pay all Wages Due on Discharge

Under Labor Code §§ 201 and 203 Employer is required to immediately pay employees all wages earned and unpaid at the time they are discharged. However, Employer routinely fails to immediately pay its employees immediately upon discharging them, therefore violating Labor Code §§ 201 and 203. More specifically, rather than terminate certain employees, Employer regularly and unlawfully removes employees that complaint of payment of wages, discriminatory practices, and other unlawful treatment employees are subjected to during their course of employment with Employer; instead of addressing its employees' concerns, Employer invokes the unlawful, company-wide practice of suspending employees upon receipt of their complaints alleging unlawful treatment or practices by Employer, and systematically conditions their return to work to an agreement including demotion and or a waiver and release of any and all claims the aggrieved employee was complaining to Employer about in the first place. The result is that although Employer has already made their decision to terminate the employee, Employer instead invokes a suspension without pay to force the aggrieved employee to either agree to waive their claims they have against Employer, be demoted, or accept termination in which case Employer takes weeks and even months – such as the case was with Employee – to pay these aggrieved employees their final wages.

Failure to provide Accurate, Itemized Wage Statements

Labor Code § 226 and Wage Order § 7 require employers to make, keep, and provide true, accurate, and complete employment records, including itemized wage statements. These

statements are to include, among other things, total hours worked, all applicable hourly rates during the pay period, and the corresponding numbers of hours worked at each rate by the employee. However, the itemized wage statements Employee and other aggrieved employees received failed to record the number of regular and overtime hours actually worked because Employer, or one or more of Employer's agents, would often unlawfully discount or delete hours from Employee's time records so that those hours are not reflected therein; this practice was not limited to Employee but has affected other current and former employees. Thus, Employers are in violation of Labor Code § 226 and Wage Order § 7 because the itemized statements received by Employee and other aggrieved employees were inaccurate.

Violation of Labor Code §§ 226.7 and 512, and Wage Order No. 5-2001 §§ 11 and 12 for failure to provide meal and rest periods

Labor Code § 226.7 requires employers to pay its employees one additional hour of pay at the employee's regular rate for each workday that a meal or rest period is not provided. Employee and other aggrieved employees were not allowed to take proper rest periods as Employer required Employee and other aggrieved employees to work through their rest periods, not once providing the opportunity for a rest period of at least ten minutes. Employee and other aggrieved employees are not compensated with the appropriate premium. This violates Industrial Welfare Commission Wage Order 7-2001 § 12 and Labor Code § 226.7.

Furthermore, Employer denies that Employee and other aggrieved employees proper meal breaks. Employee and other aggrieved employees are overburdened and understaffed, creating a situation where it is often impossible for Employee and other aggrieved employees to take a proper meal period for fear of being reprimanded if their work is incomplete. Employee and other aggrieved employees are not compensated with the appropriate premium. This is not in compliance with Wage Order § 11 and thus violates Labor Code § 226.7.

Systematic Retaliation

Labor Code §§ 98.6 and 1102.5 prohibit employers from retaliating against employees for making "a written or oral complaint that he or she is owed unpaid wages . . . or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her" and "refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation."

In this case, Employer regularly and unlawfully removes employees that complain of payment of wages. Instead of addressing its employees' concerns or genuinely investigating their claims, Employer invokes the unlawful, company-wide practice of suspending employees (without pay) upon receipt of their complaints alleging unlawful practices by Employer. For example, Employer retaliated against Employee in violation of aforementioned Labor Code.

This company-wide policy is in violation of California Government Code § 12964.5 and is a systematic retaliatory practice not limited to Employee but has affected other current and former employees; it is a companywide policy and practice to get rid of employees that complain about their rights under the Labor Code. Therefore, Employer has and continues to violate Labor Code §§ 98.6 and 1102.5.

Employee will also seek reimbursement of reasonable attorney's fees from Employer pursuant to California Labor Code § 2699(g). Therefore, on behalf of all affected current and former employees, Employee seeks all applicable penalties related to these violations of the California Labor Code pursuant to California's Labor Code Private Attorneys General Act of 2004.

Violation of Labor Code § 2802 for failure to reimburse all expenses

Labor Code § 2802 requires employers to indemnify employees for all expenses incurred in the course of, and as a result of, discharging their duties to their employers. Employer frequently failed to reimburse its employees for all necessary expenditures incurred in the course of their duties, including but not limited to reimbursement for regularly having to use their personal cell phones. Employers have violated Labor Code § 2802 and are liable to employees for this failure.

This notice is hereby given to Employer and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of Employer, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this Letter in the State of California.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Jafari Law Group, 2020 Main Street, Suite 350, Irvine, California 92614. Additionally, please advise us if the Agency or Employer require additional information regarding Employee's complaints.

Thank you for your prompt attention to this matter.

Notice Pursuant to California Labor Code § 2699.3

Employee: KIMMY DAO

February 21, 2024

Page 6 of 6

JAFARI LAW GROUP, INC.

A handwritten signature in black ink, appearing to read 'DJ', is written over a horizontal line.

David Jafari

Saul Acherman

Eli Hamblet

Attorneys for *Kimmy Dao*

EXHIBIT D

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Attorneys for Plaintiff
KIMMY DAO

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SAN FRANCISCO
CIVIC CENTER COURTHOUSE

KIMMY DAO, an individual,

Plaintiff,

vs.

PANDORA KARAOKE, INC., a
California Corporation; URBAN
LIFE INC., a California Corporation
TIMMY CHOY, an individual; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CGC-24-611422

**PLAINTIFF'S FIRST AMENDED COMPLAINT
FOR:**

1. Failure to pay overtime; Violation of California Labor Code §§ 218.5, 510, and 1198;
2. Failure to pay minimum wage; Violation of California Labor Code §§ 218.5, 1181.12, 1194, 1194.2, and 1197;
3. Failure to pay wages when due Violation of California Labor Code §§ 210
4. Failure to pay all wages at time of separation Labor Code §§ 201, 203 218.5, and 1194;
5. Failure to provide accurate, itemized wage statements in Violation of California Labor Code § 226 and Wage Order No. 5-2001 § 7;
6. Failure to comply with inspection request in violation of California Labor Code § 226(c)
7. Failure to Maintain Records in violation of California Labor Code §§ 1174, 1174.5
8. Conversion of Tips and Gratuities in violation of Common Law Conversion and California Civil Code § 3336
9. Failure to provide Meal Periods in violation of California Labor Code § 226.7, § 512(a)
10. Failure to provide Rest Breaks in violation of California Labor Code § 226.7, § 512(a)
11. Retaliation under Labor Code § 1102.5;
12. Failure to reimburse Violation of Labor Code § 2802
13. Unfair Competition. Violation of Business and Professions Code §§17200, et seq.
14. Civil penalties pursuant to the Private Attorney General Act in violation of Labor Code §§ 2698 et seq.

Complaint Filed: January 5, 2024

Case Management Conference: August 7, 2024

**ELECTRONICALLY
FILED**
*Superior Court of California,
County of San Francisco*
05/16/2024
Clerk of the Court
BY: WILLIAM TRUPEK
Deputy Clerk

1 **I. INTRODUCTION**

2 1. This first amended complaint is brought by Plaintiff KIMMY DAO (hereafter “Plaintiff”
3 or “Ms. Dao”) and other aggrieved employees against Defendants PANDORA KARAOKE,
4 INC., a California Corporation, URBAN LIFE INC., a California Corporation, and TIMMY
5 CHOY, an individual (collectively “Defendants”). Plaintiff and other aggrieved employees seek
6 attorney’s fees and costs of suit. Plaintiff and other aggrieved employees are informed and
7 believes and, on that basis, alleges, as follows:

8 **II. GENERAL ALLEGATIONS**

9 2. The grounds of this action are multiple illegal employment practices giving rise to among
10 other things the following:

11 a. Causes of action for multiple violations of various wage/hour and related laws which
12 deprived Plaintiff and other aggrieved employees of employment benefits and rights
13 mandated under California law.

14 3. This court is the proper court, and this action is properly filed in San Francisco County
15 and in this judicial district because Defendants do business in San Francisco County and have
16 their business located in San Francisco County.

17 4. Plaintiff is a former hourly non-exempt employee for Defendants.

18 5. Plaintiff and other aggrieved employees are informed and believe, and thereon allege
19 that Defendant Pandora Karaoke, Inc. is a California corporation.

20 6. Plaintiff and other aggrieved employees are informed and believe, and thereon allege that
21 Defendant Urban Life, Inc. Doing Business as Neck of the Woods is a California corporation.

22 7. Plaintiff and other aggrieved employees bring this action against the following Individual
23 Defendants and Entity Defendants, alter egos, agents, and other persons/entities engaged with
24 Individual Defendants and Entity Defendants in a joint enterprise: Defendant PANDORA
25 KARAOKE, INC., a California Corporation, Defendant URBAN LIFE INC., a California
26 Corporation, and TIMMY CHOY, an individual, and DOES 1 through 50, inclusive were the
27 employers/joint employers of Plaintiff in the State of California.

28 8. Defendant TIMMY CHOY as an owner acting on behalf of an employer, who violates,

1 or causes to be violated, any provision regulating minimum wages or hours and days of work in
2 any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections
3 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation
4 under Labor Code 558.1

5 9. Plaintiff and other aggrieved employees are informed and believe, and thereon allege,
6 Individual Defendants and Entity Defendants and DOES 1 - 50 were also engaged in a single
7 enterprise in which each said Defendant contributed skill, effort, knowledge, and/or money to
8 achieve a common purpose of maximizing the profits of the single enterprise. That DOES 1 -
9 50 are the partners owners, shareholders, managers, joint employers, or alter egos of Defendant
10 Employers and were acting on behalf of defendant employers at all relevant times alleged here
11 in.

12 13 **III. FACTUAL BACKGROUND**

14 10. Ms. Dao was employed by Pandora Karaoke, Urban Life, and Timmy Choy most recently
15 as a server from on or around 2010 until November 4th, 2023.

16 11. Defendant Timmy Choy is the owner of Pandora Karaoke and Urban Life Inc.

17 12. Throughout Plaintiff's employment, Defendants instituted tip-sharing policies that
18 affected all of its aggrieved employees, including Plaintiff.

19 13. Defendants required its servers and bartenders, including Plaintiff and other aggrieved
20 employees, to share a portion of their tips with both the owner and manager despite neither
21 performing service-related duties.

22 14. More specifically, the "house" would take a percentage from all tips earned and the
23 manager would take at least an additional 15% from all tips earned.

24 15. Pandora kept a detailed record of all tips earned. This record specifically indicates the
25 percentage of the tips that are illegally retained by management.

26 16. Throughout her employment with Defendants, Plaintiff and other aggrieved employees
27 regularly worked shifts that were longer than 5 hours.

28 17. Plaintiff and other aggrieved employees have been denied an uninterrupted 30 minute

1 meal break during shifts longer than five hours.

2 18. Throughout her employment with Defendants, Plaintiff and other aggrieved employees
3 regularly worked shifts that were longer than 8 hours.

4 19. Plaintiff and other aggrieved employees have been denied overtime payment for hours
5 worked in excess of 8 hours per day and forty hours per week.

6 20. Defendant has unilaterally adjusted the timesheets and hours of Plaintiff to avoid
7 payment of earned wages.

8 21. Additionally, Plaintiff and other aggrieved employees regularly worked for Defendants
9 past closing time at 2:00 am.

10 22. Plaintiff and other aggrieved employees have been told that there is no need to clock out
11 after 2:00 am as time tracking stops at closing time, not when they complete work.

12 23. Plaintiff and other aggrieved employees would perform tasks such as cleaning,
13 restocking, maintaining the karaoke rooms, and reconciling the cash registers after 2:00 am when
14 Defendants' business hours had ended.

15 24. However, Plaintiff and other aggrieved employees were never paid by Defendants for
16 their time worked past 2:00 am.

17 25. For at least one pay period, Defendants paid Plaintiff and other aggrieved employees at
18 a pay rate below the minimum wage for San Francisco County.

19 26. Defendants denied all meal breaks to Plaintiff.

20 27. Defendants denied all rest periods to Plaintiff.

21 28. Defendant has consistently failed to pay on time and in full including but not limited to
22 paychecks on 10/23/23; 9/10/23; and 6/18/23.

23 29. In 2021 Defendant began to repay some of at least \$44,500 in late and unpaid bonus
24 wages admittedly owed to Plaintiff however no interest on the admittedly late payments was ever
25 made.

26 30. Defendant never paid Plaintiff and other aggrieved employees for overtime worked at the
27 regular rate accounting for bonus wages received.

28 31. On Saturday November 4th 2023 Plaintiff was terminated by Defendant in retaliation for

1 bringing wage and hour complaints, for warning other employees of the theft of their tips and
2 wages, for raising this and other issues with defendant verbally and in writing on multiple
3 occasions.

4 32. Plaintiff and other aggrieved employees were paid under minimum wage on dates
5 including but not limited to the following pay dates, 08/02/2023.

6 33. Defendant failed to pay overtime in Violation of California Labor Code §§ 510 and 1198.
7 Defendant failed to pay minimum wage in Violation of California Labor Code §§ 1181.12,
8 1194, 1194.2 and 1197. Defendant failed to pay the final paycheck on time as required under
9 Labor Code §§ 201, 203, 218.5 and 1194. Defendant failed to provide accurate, itemized wage
10 statements in Violation of California Labor Code § 226 and Wage Order No. 5-2001 § 7.
11 Defendant acted in Retaliation against employees in violation of Labor Code §§ 98.6, 246.5 and
12 1102.5. Defendant failed to pay employees all hours worked in Violation of California Labor
13 Code § 203 and 29 C.F.R. §§ 785.15 and 785.16.

14 34. Defendants conduct, as alleged herein, has caused Plaintiff and other aggrieved
15 employees damages including, but not limited to, loss of wages and compensation.

1 **FIRST CAUSE OF ACTION**

2 *Failure to pay overtime*

3 Violation of California Labor Code §§ 218.5 510 and 1198;

4 (Against all Defendants)

5
6 35. Plaintiff and other aggrieved employees restate and incorporate by reference each and
7 every allegation of the foregoing paragraphs as though fully set forth herein.

8 36. Labor Code § 510 states: "Eight hours of labor constitutes a day's work. Any work in
9 excess of eight hours in one workday and any work in excess of 40 hours in any one work week
10 and the first eight hours worked on the seventh day of work in any one work week shall be
11 compensated at the rate of no less than one and one-half times the regular rate of pay."

12 37. Labor Code § 558 states:

13 (a) Any employer or other person acting on behalf of an employer who violates, or causes
14 to be violated, a section of this chapter or any provision regulating hours and days of
work in any order of the Industrial Welfare Commission shall be subject to a civil penalty
as follows:

15 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
16 period for which the employee was underpaid in addition to an amount sufficient to
recover underpaid wages.

17 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
18 employee for each pay period for which the employee was underpaid in addition to an
amount sufficient to recover underpaid wages.

19 (3) Wages recovered pursuant to this section shall be paid to the affected employee.

20 (b) If upon inspection or investigation the Labor Commissioner determines that a person
has paid or caused to be paid a wage for overtime work in violation of any provision of
this chapter, or any provision regulating hours and days of work in any order of the
21 Industrial Welfare Commission, the Labor Commissioner may issue a citation.

22 (c) The civil penalties provided for in this section are in addition to any other civil or
criminal penalty provided by law.

23 38. Labor Code § 1198 states: "It is unlawful to employ person for longer than the hours set
24 by the IWC or under conditions prohibited by the applicable IWC Wage Orders."

25 39. Labor Code § 218.5 states: In any action brought for the nonpayment of wages, fringe
26 benefits, or health and welfare or pension fund contributions, the court shall award reasonable
27 attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees
28 and costs upon the initiation of the action. Plaintiff and other aggrieved employees request

1 attorney's fees and costs under § 218.5 for this cause of action which is brought for nonpayment
2 of wages.

3 40. Defendants, and each of them willfully, knowingly, and intentionally failed to calculate
4 and compensate Defendant's non-exempt employees the overtime wages they were entitled to
5 under Labor Code Labor Code §510 and 1198, the applicable Wage Order and/or local regulation
6 for all the hours they worked for Defendants.

7 41. As applicable under California law to the allegations made in this cause of action,
8 Plaintiff and other aggrieved employees are entitled to recover the wages, damages, penalties,
9 awards, and other remedies set forth below in the Prayer for Damages, Awards and Other Relief.

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1 **SECOND CAUSE OF ACTION**

2 *Failure to pay minimum wage*

3 Violation of California Labor Code §§218.5, 1181.12, 1194, 1194.2, and 1197

4 (Against all Defendants)

5 43. Plaintiff and other aggrieved employees restate and incorporate by reference each and
6 every allegation of the foregoing
7 paragraphs as though fully set forth herein.

8 44. California Labor Code § 1197 States: “The minimum wage for employees fixed by the
9 commission or by any applicable state or local law, is the minimum wage to be paid to
10 employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

11 45. California Labor Code § 1182.12 States:

12 (1) For any employer who employs 26 or more employees, the minimum wage shall be as follows:

13 (A) From January 1, 2017, to December 31, 2017, inclusive,- (\$10.50) per hour.

14 (B) From January 1, 2018, to December 31, 2018, inclusive,- (\$11) per hour.

15 (C) From January 1, 2019, to December 31, 2019, inclusive,- (\$12) per hour.

16 (D) From January 1, 2020, to December 31, 2020, inclusive,- (\$13) per hour.

17 (E) From January 1, 2021, to December 31, 2021, inclusive,- (\$14) per hour.

18 (F) From January 1, 2022, and until adjusted by subdivision (c) - (\$15.00) per hour.

19 (G) From January 1, 2023, and until adjusted by subdivision (c) - (\$15.50) per hour.

20 46. California Labor Code § 1182.12(c) adjusts the current Minimum Wage from January 1,
21 2024 to (\$16.00) per hour.

22 47. According to San Francisco’s minimum wage ordinance, San Francisco’s minimum
23 wage per hour worked is \$18.07 as of July 1, 2023. (Section 12R.4 of the San Francisco
24 Administrative Code).

25 48. Labor Code § 218.5 states that: In any action brought for the nonpayment of wages,
26 fringe benefits, or health and welfare or pension fund contributions, the court shall award
27 reasonable attorney's fees and costs to the prevailing party if any party to the action requests
28 attorney's fees and costs upon the initiation of the action. Plaintiff and other aggrieved
employees request attorney’s fees and costs under § 218.5 for this cause of action which is
brought for nonpayment of wages.

49. At all times during the applicable statutes of limitations period, Defendants, and each of

1 them willfully, knowingly, and intentionally failed to calculate and compensate Defendant's
2 non-exempt employees the minimum wages they were entitled to under Labor Code § 1182.12,
3 the applicable Wage Order and/or local regulation for all the hours they worked for Defendants
4 including but not limited to as follows:

5 a. Said employees wage rate has been paid effectively lower than minimum wage as
6 employees have not been paid at least the minimum wage due to working off the clock before
7 and after work which are unpaid working hours.

8 b. Said employees have been paid effectively lower than minimum wage due to "rounding"
9 and "adjustment" of clock-in/out times which have consistently worked to Defendant's
10 unfair advantage.

11 c. Employees have not been paid for on duty meal periods, rest periods.

12 d. Employees actual rate was below minimum wage for pay periods including but not
13 limited to the paystub with pay date 08/02/2023 with pay rate \$18.01 when minimum wage
14 was \$18.07.

15 50. Pursuant to §4 of IWC Wage Order No. 5-2001, and the IWC California Minimum Wage
16 Order (MW-2014), Plaintiff was entitled to receive not less than minimum wage for all hours
17 worked.

18 51. For all hours that Plaintiff and other aggrieved employees worked, they are entitled to
19 and seek not less than the California minimum wage and, pursuant to Labor Code §1194.2(a)
20 liquidated damages in an amount equal to the unpaid minimum wages and interest thereon.
21 Pursuant to Labor Code §1194, Plaintiff and other aggrieved employees are entitled to their
22 attorneys' fees and costs and interest according to proof.

23 52. As applicable under California law to the allegations made in this cause of action,
24 Plaintiff and other aggrieved employees are entitled to recover the wages, damages, penalties,
25 awards, and other remedies set forth below in the Prayer for Damages, Awards and Other Relief.

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1 **THIRD CAUSE OF ACTION**

2 *Failure to pay wages when due*

3 Violation of California Labor Code §§ 210, 204

4 (Against all Defendants)

5
6 53. Plaintiff and other aggrieved employees restate and incorporate by reference each and
7 every allegation of the foregoing
8 paragraphs as though fully set forth herein.

9 54. Labor Code § 210 requires every person who fails to pay the wages of each employee as
10 provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be
11 subject to a penalty.

12 55. Labor Code § 204 states that the requirements of this section shall be deemed satisfied
13 by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
14 more than seven calendar days following the close of the payroll period.

15 56. As a direct and proximate result of Defendants' conduct, Plaintiff has been injured by,
16 among other things, not being paid all wages when due.

17 57. Defendants are in violation of Labor Code § 204 and 210 and are liable to Plaintiff for
18 damages.

19 Plaintiff and other aggrieved employees are entitled to recover the damages or penalties provided
20 by Labor Code § 210(a)(2), which is for any initial violation, one hundred dollars (\$100) for
21 each failure to pay each employee including interest thereon, and reasonable attorneys' fees and
22 costs.

23 58. Plaintiff and other aggrieved employees are entitled to these civil penalties in an amount
24 to be proven at trial.

25 59. As a direct and foreseeable result of the aforesaid acts of Defendants, Plaintiff and other
26 aggrieved employees are owed damages and civil penalties for the failure to pay wages when
27 due.

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1 **FOURTH CAUSE OF ACTION**

2 *Failure to pay wages owed at time of separation*

3 Violation of California Labor Code §§ 201, 203, 218.5, and 1194.

4 (Against all Defendants)

5 60. Plaintiff and other aggrieved employees restate and incorporate by reference each and
6 every allegation of the foregoing
7 paragraphs as though fully set forth herein.

8 61. At all times relevant to this Complaint, Labor Code §201 and 203 were in effect and
9 applicable to Defendants.

10 62. Labor Code § 201 states that: “If the employee and employer relationship is separated,
11 then the wages earned and unpaid at the time of discharge are due and payable immediately.”

12 63. Defendants terminated Plaintiff’s employment on or about November 4, 2023 and so
13 were required to pay Plaintiff all wages earned and unpaid on that date. Plaintiff’s final paycheck
14 did not include all hours earned, and it failed to comply with the requirement of Labor Code §
15 201 that all outstanding wages be paid on the day of separation. As of May 16, 2024, Defendants
16 still have not paid Plaintiff those premiums and missing wages.

17 64. Labor Code § 203 states that:
18 “If an employer willfully fails to pay, without abatement or reduction . . . any wages
19 of any employee who is discharged or who quits, the wages of the employee shall
20 continue as a penalty from the due date thereof at the same rate until paid or until
an action therefor is commenced; but the wages shall not continue for more than
30 days.”

21 65. Labor Code § 218.5 states that: In any action brought for the nonpayment of wages,
22 fringe benefits, or health and welfare or pension fund contributions, the court shall award
23 reasonable attorney's fees and costs to the prevailing party if any party to the action requests
24 attorney's fees and costs upon the initiation of the action. Plaintiff and other aggrieved
25 employees request attorney’s fees and costs under § 218.5 for this cause of action which is
26 brought for nonpayment of wages.

27 66. Accordingly, as a result of Defendants’ conduct, Plaintiff and other aggrieved employees
28 are entitled to waiting time penalties under Labor Code § 203, with interest thereon and

1 reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5 and 1194.

2 67. As a direct and foreseeable result of the aforesaid acts of Defendants, Plaintiff and other
3 aggrieved employees have lost and will continue to lose income and benefits in an amount to be
4 proven at trial. Plaintiff and other aggrieved employees claim such amount as general damages
5 for mental and emotional distress, aggravation, and physical harm, in an amount to be proven at
6 trial, together with pre-judgment interest pursuant to Civil Code § 3287 and any other provision
7 of law providing for pre-judgment interest.

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1 **FIFTH CAUSE OF ACTION**

2 *Failure to provide accurate itemized wage statements*

3 Violation of California Labor Code § 226(a), 226(e)

4 (Against all Defendants)

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6 69. Plaintiff and other aggrieved employees restate and incorporate by reference each and
7 every allegation of the foregoing
8 paragraphs as though fully set forth herein.

9 70. Labor Code § 226(a) requires an employer to furnish its employees with an accurate
10 itemized statement in writing showing, among other things, gross wages earned, net wages
11 earned, all applicable hourly rates in effect during the pay period, and the corresponding number
12 of hours worked at each hourly rate by the employee.

13 71. Under Labor Code § 226(e), an employee suffering injury as a result of a knowing and
14 intentional failure by an employer to comply with § 226(a) is entitled to recover the greater of
15 all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 for each
16 violation in a subsequent pay period, up to a maximum amount of \$4,000.

17 72. As a direct and proximate result of Defendants' conduct, Plaintiff and other aggrieved
18 employees have been injured by, among other things, not being paid all wages due, not knowing
19 how many hours Plaintiff and other aggrieved employees worked and at what rates and being
20 required to file this action to recover wages and determine the number of hours worked and
21 wages due.

22 73. Defendants are in violation of Labor Code § 226(a) and are liable to Plaintiff and other
23 aggrieved employees for damages.

24 Plaintiff and other aggrieved employees are entitled to recover the damages or penalties provided
25 by Labor Code § 226(e), including interest thereon, and reasonable attorneys' fees and costs.

26 74. Plaintiff and other aggrieved employees are entitled to these civil penalties in an amount
27 to be proven at trial.

28 75. As a direct and foreseeable result of the aforesaid acts of Defendants, Plaintiff and other

1 aggrieved employees have lost and will continue to lose income and benefits in an amount to be
2 proven at trial. Plaintiff and other aggrieved employees claim such amount as general damages
3 for mental and emotional distress, aggravation, and physical harm, in an amount to be proven at
4 trial, together with pre-judgment interest pursuant to Civil Code § 3287 and any other provision
5 of law providing for pre-judgment interest.

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1 **EIGHTH CAUSE OF ACTION**

2 *Conversion of Tips and Gratuities*

3 Violation of Common Law and California Civil Code § 3336

4 (Against all Defendants)

5
6 87. Plaintiff and other aggrieved employees restate and incorporate by reference each and
7 every allegation of the foregoing
8 paragraphs as though fully set forth herein.

9 88. Cal. Lab. Code § 351 states that: No employer or agent shall collect, take, or receive
10 any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or
11 deduct any amount from wages due an employee on account of a gratuity, or require an
12 employee to credit the amount, or any part thereof, of a gratuity against and as a part of the
13 wages due the employee from the employer. Every gratuity is hereby declared to be the sole
14 property of the employee or employees to whom it was paid, given, or left for. An employer
15 that permits patrons to pay gratuities by credit card shall pay the employees the full amount
16 of the gratuity that the patron indicated on the credit card slip, without any deductions for any
17 credit card payment processing fees or costs that may be charged to the employer by the credit
18 card company. Payment of gratuities made by patrons using credit cards shall be made to the
19 employees not later than the next regular payday following the date the patron authorized the
20 credit card payment.

21 89. California Civil Code § 3336 states that: The detriment caused by the wrongful
22 conversion of personal property is presumed to be: The value of the property at the time of
23 the conversion, with the interest from that time... and A fair compensation for the time and
24 money properly expended in pursuit of the property.

25 90. The elements of a conversion claim are: (1) the plaintiff's ownership or right to
26 possession of the property; (2) the defendant's conversion by a wrongful act or disposition
27 of property rights; and (3) damages." (Lee v. Hanley (2015) 61Cal.4th 1225, 1240 [191
28 Cal.Rptr.3d 536, 354 P.3d 334].

1 91. The availability of Conversion to enforce Section 351 of the Labor Code is made
2 clear in, *Lu v. Hawaiian Gardens*. which states that: “To the extent that an employee may be
3 entitled to certain misappropriated gratuities, we see no apparent reason why other remedies,
4 such as a common law action for conversion, may not be available.” [Lu v. Hawaiian Gardens
5 Casino, Inc., 50 Cal. 4th 592, 603–04, 236 P.3d 346, 353 (2010)].

6 92. Defendants have instituted tip policies which have taken tips that rightfully belong to
7 Plaintiff and other aggrieved employees in at least five ways: 1) Defendant’s required Plaintiff
8 and other aggrieved employees to share tip’s with both the Restaurant Owner and
9 Management. 2) Defendant’s unilaterally changed policies without notice to employees to
10 benefit Defendant. 3) Defendant would use a rounding policy to reduce tips consistently in
11 favor of defendants. 4) Defendant would consistently fail to pay tips on time. 5) Defendant
12 took a larger portion of the service fee to offset tips he could no longer steal after being
13 informed employees were aware of the illegally converted tips.

14 93. As applicable under California law to the allegations made in this cause of action,
15 Plaintiff and other aggrieved employees are entitled to recover the wages, damages, penalties,
16 awards, and other remedies set forth below in the Prayer for Damages, Awards and Other Relief.

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1 **NINTH CAUSE OF ACTION**

2 *Failure to Provide Meal Breaks*

3 Violation of California Labor Code § 226.7

4 (Against all Defendants)

5 95. Plaintiff and other aggrieved employees restate and incorporate by reference each and
6 every allegation of the foregoing paragraphs as though fully set forth herein.

7 96. At all relevant times, IWC Wage Order § 11 and California Labor Code §§ 226.7 and
8 512(a) were applicable to Plaintiff and other aggrieved employees' employment by Defendants.

9 97. At all relevant times, California Labor Code § 226.7 provides that no employer shall
10 require an employee to work during any meal or rest period mandated by an applicable order of
11 the California IWC.

12 98. At all relevant times, IWC Wage Order § 11 and California Labor Code § 512(a) provide
13 that an employer may not require, cause or permit an employee to work for a work period of
14 more than give (5) hours per day without providing the employee with a meal period of not less
15 than thirty (30) minutes, except that if the total work period per day of the employee is no more
16 than six (6) hours, the meal period may be waived by mutual consent of both the employer and
17 employee.

18 99. At all relevant times, Wage Order § 11 and California Labor Code § 512(a) further
19 provide that an employer may not require, cause or permit an employee to work for a work
20 period of more than ten (1) hours per day without providing the employee with a second
21 uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours
22 worked is no more than twelve (12) hours, the second meal period may be waived by mutual
23 consent of the employer and the employee only if the first meal period was not waived.

24 100. The Court has interpreted § 512 to require employers to relinquish control of their
25 employees' activities during meal periods: "Employers must afford employees uninterrupted
26 half-hour periods in which they are relieved of any duty or employer control and are free to come
27 and go as they please." Brinker Restaurant Corp. v. Superior Court, (2012) 53 Cal.4th 1004,
28 1037. Defendants did not allow Plaintiff and other aggrieved employees to ever take a meal

1 periods, and so are in violation of the meal period requirement for every day on which Plaintiff
2 and other aggrieved employees were entitled to a meal period.

3 101. During the relevant time period, Plaintiff and other aggrieved employees who
4 were scheduled to work for a period of time no longer than six (6), and who did not waive their
5 legally mandated meal periods by mutual consent, were required to work for periods longer than
6 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
7 rest period.

8 102. During the relevant time period, Plaintiff and other aggrieved employees who
9 were scheduled to work for a period of time in excess of six (6) hours were required to work for
10 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
11 (30) minutes and/or rest period.

12 103. During the relevant time period, Defendants intentionally and willfully required
13 Plaintiff to work during meal periods and failed to compensate Plaintiff the full meal period
14 premium for work performed during meal periods.

15 104. During the relevant time period, Defendants failed to pay Plaintiff the full meal
16 period premium due pursuant to California Labor Code § 226.7.

17 105. As a direct result, Plaintiff and other aggrieved employees have suffered substantial
18 damages in an amount to be proven at trial and is entitled to all appropriate legal remedies
19 provided by the Labor Code and Wage Order, including unpaid wages, liquidated damages,
20 interest, attorneys' fees, and costs of suit.

21 106. Defendants' conduct violates IWC Wage Order § 11 and California Labor Code
22 §§ 226.7 and 512(a).

23 107. For all the days on which Plaintiff and other aggrieved employees were denied a valid
24 meal period, they are entitled to
25 seek and do seek from Defendants one additional hour of pay at the regular rate of compensation
26 for each workday that a meal period was not provided, pursuant to Wage Order § 11 and Labor
27 Code § 226.7(c). Further, pursuant to Labor Code § 1194, Plaintiff and other aggrieved
28 employees are entitled to their attorneys' fees and costs and interest according to proof.

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1 employees the full rest period premium for work performed during rest periods.

2 116. During the relevant time period, Defendants failed to pay Plaintiff and other
3 aggrieved employees the full rest period premium due pursuant to California Labor Code §
4 226.7.

5 117. As a direct result, Plaintiff and other aggrieved employees have suffered and
6 continue to suffer substantial damages in an amount to be proven at trial and are entitled to all
7 appropriate legal remedies provided by the Labor Code and the Wage Order, including unpaid
8 wages, liquidated damages, interest, attorneys' fees, and costs of suit.

9 118. Defendants' conduct violates IWC Wage Order § 12 and California Labor Code
10 § 226.7.

11 119. Plaintiff and other aggrieved employees are entitled to seek and do seek from
12 Defendants one additional hour of pay at the regular rate of compensation for each workday that
13 a rest period was not provided, pursuant to Wage Order § 12 and Labor Code § 226.7(c). Further,
14 pursuant to Labor Code § 1194, Plaintiff and other aggrieved employees are entitled to their
15 attorneys' fees and costs and interest according to proof.

16 //

17 //

1 **ELEVENTH CAUSE OF ACTION**

2 *Retaliation*

3 Violation of California Labor Code § 1102.5

4 (Against all Defendants)

5
6 120. Plaintiff and other aggrieved employees restate and incorporate by reference each and
7 every allegation of the foregoing paragraphs as though fully set forth herein.

8 121. At all times relevant to this complaint, Labor Code § 1102.5 was in effect and
9 applicable to Defendants. Labor Code § 1102.5 makes it unlawful for an employer to retaliate
10 against an employee for reporting violations of state or federal law.

11 122. Here, Plaintiff reported to Defendants about complaints in the workplace.
12 Defendants retaliated against Plaintiff by terminating Plaintiff.

13 123. As a result of the aforesaid acts of Defendants, Plaintiff and other aggrieved
14 employees claim general damages for mental and emotional distress and aggravation in an
15 amount to be proven at trial.

16 124. As a direct and foreseeable result of the aforesaid acts of Entity Defendants,
17 Plaintiff and other aggrieved employees have lost and will continue to lose income and benefits
18 in an amount to be proven at trial. Plaintiff and other aggrieved employees claim such amount
19 as general damages for mental and emotional distress and aggravation in an amount to be proven
20 at time of trial, together with pre-judgment interest pursuant to Civil Code § 3287 and/or any
21 other provision of law providing for pre-judgment interest.

22 As a proximate result of the foregoing conduct of Defendants, which violated the provisions of
23 Labor Code § 1102.5, Plaintiff and other aggrieved employees have been forced to incur and will
24 continue to incur attorney's fees and costs in the litigation of this claim in an amount to be proven
25 at trial.

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1 **TWELFTH CAUSE OF ACTION**

2 *Failure to Reimburse*

3 Violation of California Labor Code § 2802

4 (Against all Defendants)

5
6 125. Plaintiff and other aggrieved employees restates and incorporates by reference each and
7 every allegation of the foregoing paragraphs as though fully set forth herein.

8 126. Labor Code § 2802 states: An employer shall indemnify his or her employee for all
9 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
10 of his or her duties... Interest shall accrue from the date on which the employee incurred the
11 necessary expenditure or loss. For purposes of this section, the term “necessary expenditures or
12 losses” shall include all reasonable costs, including, but not limited to, attorney's fees incurred
13 by the employee enforcing the rights granted by this section.

14 127. Here, Plaintiff and other aggrieved employees have incurred unreimbursed
15 expenses for travel including but not limited to Gas, and Car Maintenance. Plaintiff has incurred
16 unreimbursed expenses for cleaning of work clothes. Plaintiff has incurred unreimbursed
17 expenses for the maintenance and storage of defendant’s files. Plaintiff has incurred
18 unreimbursed expenses for the maintenance and storage of defendant’s files. Plaintiff has
19 incurred unreimbursed expenses for the required use of a cell phone for company business.
20 Plaintiff has incurred unreimbursed expenses for other categories in an amount to be proven at
21 trial.

22 128. As a direct and foreseeable result of the aforesaid acts of Entity Defendants,
23 Plaintiff and other aggrieved employees have lost and will continue to lose income and benefits
24 in an amount to be proven at trial. As a proximate result of the foregoing conduct of Defendants,
25 which violated the provisions of Labor Code § 2802, Plaintiff has been forced to incur and will
26 continue to incur attorney’s fees and costs in the litigation of this claim in an amount to be proven
27 at trial.

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5-2001; and

c. Failing and refusing to pay Plaintiff and other aggrieved employees wages when due in Violation of California Labor Code §§ 210

d. Failing and refusing to pay Plaintiff and other aggrieved employees final paycheck on time under Labor Code §§ 201

e. Failing and refusing to pay Plaintiff and other aggrieved employees Tips and Gratuities in violation of Common Law Conversion and California Civil Code § 3336

f. Failing and refusing to pay Plaintiff and other aggrieved employees to provide Meal Periods in violation of California Labor Code § 226.7

g. Failing and refusing to pay Rest Breaks in violation of California Labor Code § 226.7,

h. Failing and refusing to pay lost wages due to retaliation in violation of California Labor Code § 1102.5

i. Failing and refusing to reimburse in violation of California Labor Code § 2802

135. All of these allegations constitute unfair business practices and/or unlawful business practices in violation of California B&PC §17200, *et seq*

136. Defendants have avoided payment of wages, overtime and double time wages and other benefits as required by the California Labor Code, the California Code of Regulations and applicable IWC Wage Orders. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff, others similarly situated, and the members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to Plaintiff and other aggrieved employees.

137. Plaintiff and other aggrieved employees seek full restitution of said monies, as necessary and according to proof, to restore any and all monies withheld and/or acquired by Defendants by means of the unfair, unlawful, and fraudulent business practices complained of herein. Plaintiff and other aggrieved employees seeks, restitution of monies retained by Defendants. Plaintiff and other aggrieved employees further seek, on behalf of themselves, the appointment of a receiver, as necessary, to establish the total restitutionary relief from Defendants. The restitution includes all wages withheld by Defendants as a result of the unfair, unlawful, and/or fraudulent business

1 practices; including interest thereon. Absent a statutory provision specifically governing the type
2 of claim at issue, the prejudgment interest rate is 10 percent. The acts complained of herein
3 occurred, at least in part, within the last four (4) years preceding the filing of the Complaint.

4 138. Plaintiff and other aggrieved employees are informed and believe and thereon allege that
5 at all times herein mentioned, Defendants have engaged in unlawful, deceptive, and unfair
6 business practices prohibited by California B&PC §17200, thereby depriving their employees,
7 the minimum working condition, standards and conditions due to them under the California labor
8 laws and Industrial Welfare commission wage orders as specifically described herein.

9 139. By and through its unfair, unlawful, and/or fraudulent business practices and acts
10 described herein, Defendants have obtained valuable services from Plaintiff and all persons
11 similarly situated, and has deprived Plaintiff and all persons similarly situated of valuable rights
12 and benefits guaranteed by law, all to their detriment.

13 140. Plaintiff and other aggrieved employees, and all persons similarly situated, and all
14 persons in interest, are entitled to and do seek such relief as may be necessary to restore to them
15 the money and property which Defendants have acquired, or of which Plaintiff and other
16 aggrieved employees have been deprived by means of the herein described unfair, unlawful,
17 and/or fraudulent business practices.

18 141. Plaintiff, and other aggrieved employees, and all persons similarly situated, and all
19 persons in interest, are further entitled to and do seek a declaration that the above-described
20 business practices are unfair, unlawful, and/or fraudulent, and declaratory relief of Defendants
21 engaging in any of the herein described unfair, unlawful, and/or fraudulent business practices.

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1 **FOURTEENTH CAUSE OF ACTION**

2 *Civil Penalties Pursuant to the Private Attorney Generals Act.*

3 Violation of Labor Code §§ 2698 et seq.

4 (Against all Defendants)

5
6 143. Plaintiff and other aggrieved employees restates and incorporates each and every
7 allegation of the foregoing paragraphs as though fully set forth herein.

8 144. Pursuant to Labor Code § 2699.3, Plaintiff and other aggrieved employees provided
9 notice to the Labor and Workforce Development Agency (“LWDA”) and written notice by U.S.
10 certified mail to Defendants of the specific provisions of the Labor Code alleged to have been
11 violated and the facts and theories to support the alleged violations. These notices were sent on
12 02/21/2024. The LWDA did not respond to the notice within sixty-five calendar days. Thus,
13 under Labor Code § 2699.3(a)(2)(C), Plaintiff and other aggrieved employees is permitted to
14 commence a civil action pursuant to Labor Code § 2699.

15 145. Defendants’ conduct as set forth herein has caused injury to Plaintiff and other aggrieved
16 employees and all those employees similarly aggrieved and has violated various provisions of
17 the Labor Code. As such, Plaintiff and other aggrieved employees bring this claim as a
18 representative action on behalf of herself and those similarly aggrieved. Under Labor Code §
19 2699(f):

20 146. “[f]or all provisions of this code except those for which a civil penalty is specifically
21 provided, there is established a civil penalty for a violation of these provisions, as follows: . . .
22 (2) If, at the time of the alleged violation, the person employs one or more employees, the civil
23 penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
24 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
25 subsequent violation.”

26 147. As alleged herein, Plaintiff and other aggrieved employees and all those similarly
27 aggrieved seek, and Defendants are liable for, penalties for the violations of Labor Code,
28 including but not limited to the following: Defendant failed to pay overtime a Violation of

1 California Labor Code §§218.5, 510, and 1198. Defendant failed to pay minimum wage a
2 Violation of California Labor Code §§ 218.5, 1181.12, 1194, 1194.2, and 1197. Defendant
3 failed to pay all wages at the time of separation under Labor Code § 201, 203, 218.5, and 1194.
4 Defendant failed to provide accurate, itemized wage statements in violation of California Labor
5 Code § 226 and Wage Order No. 5-2001 § 7. Defendant failed to comply with inspection request in
6 violation of California Labor Code § 226(c). Defendant failed to maintain records in violation of
7 California Labor Code §§ 1174 and 1174.5. Defendant failed to keep accurate records of
8 gratuities received under Labor code §353. Defendant failed to make Payment of gratuities made
9 by patrons using credit cards shall be made to the employees not later than the next regular
10 payday, as well as did receive tips which were the sole property of the employee in violation of
11 Labor Code §353. Defendant failed to pay employees all hours worked in Violation of California
12 Labor Code 203 and 29 C.F.R. § 785.15, 785.16. Defendant failed to provide Meal Periods in
13 violation of California Labor Code § 226.7, § 512(a) Defendant failed to provide Rest Breaks in
14 violation of California Labor Code § 226.7, § 512(a). Defendant Failed to reimburse in violation
15 of Labor Code § 2802. Defendant retaliated in violation of Labor Code § 1102.5.

16 148. Violation of Labor Code §§ 6310 and 6399.7 for retaliating against Plaintiff and other
17 aggrieved employees and other similarly aggrieved employees for making oral or written
18 complaints to Defendants or to governmental agencies having statutory responsibility for
19 employee safety or health;

20 149. Plaintiff and other aggrieved employees are also entitled to seek, on behalf of herself and
21 all others similarly aggrieved, all reasonable attorneys' fees and costs of suit pursuant to Labor
22 Code § 2699(g).

23 //

24 //

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

150. For all unpaid wages due to Plaintiff in amounts to be proven at trial;

151. For the full amount of unpaid minimum wages and liquidated damages due Plaintiff pursuant to Labor Code §§ 1194 and 1194.2;

152. For the full amount of unpaid overtime and double time wages due Plaintiff pursuant to Labor Code §1194;

153. For recovery as authorized by Labor Code §226(e);

154. For recovery as authorized by Labor Code § 1199;

155. For recovery as authorized by Wage Order No. 5-2021

156. For restitution of all unpaid wages due Plaintiff;

157. For all applicable statutory penalties, in amounts to be proven at trial;

158. For an award of waiting time penalties pursuant to section 203 of the California Labor Code, in amounts to be proven at trial;

159. For general damages including compensatory damages according to proof;

160. For pre-judgment interest as allowed by Labor Code §§218.6 and 1194(a) as well as Cal. Civil Code §3287 and to the extent permitted by law, the California Constitution, and/or deemed equitable by the Court;

161. For all applicable interest on damages, wages, and penalties due;

162. For injunctive relief to prevent further violations of the California Labor Code;

163. For declaratory relief that Defendants engaged in unfair practices;

164. For restitution of all moneys due to Plaintiff, and disgorged profits from the unlawful and/or unfair business practices of Defendants, pursuant to California Business & Professions Code §17200;

165. For one (1) hour of pay at each of the employees' regular rate of compensation for each workday that a legally compliant rest break was not provided;

166. For one (1) hour of pay at each of the employees' regular rate of compensation for each

1 workday that a legally compliant meal break was not provided

2 167. For costs of suit, expenses and attorneys' fees pursuant to Labor Code §§226(e) and (h),
3 1194(a), Code of Civil Procedure §1021.5, §210, §218.5 et seq., and all other applicable law,
4 and;

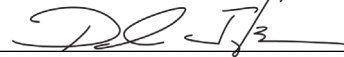
5 168. For damages of not less than \$250,000 plus punitive damages and attorney fees.

6 169. For declaratory relief that Defendants violated Labor Code §§201-203, 204, 226, 246,
7 510, 1102.5, 1197.

8 170. For all such other and further relief that the Court may deem just and proper
9
10

11 Dated: May 16, 2024

JAFARI LAW GROUP, INC.



David V. Jafari

Saul Acherman

Eli Hamblet

Attorneys for Plaintiff

*Kimmy Dao and other similarly aggrieved
employees*

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury on all issues so triable in the Complaint.

Dated: May 16, 2024

JAFARI LAW GROUP, INC.



David V. Jafari
Saul Acherman
Eli Hamblet
Attorneys for Plaintiff
*Kimmy Dao and other similarly aggrieved
employees*

EXHIBIT E

CERTIFICATE OF SERVICE
STATE OF CALIFORNIA, COUNTY OF ORANGE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is 2020 Main St, Suite 350, Irvine, CA 92614. My email is rkamali@jafarilawgroup.com

On March 9, 2026, I served a true and correct copy of the foregoing document(s) described as:

1. **NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT**
2. **DECLARATION OF SAUL ACHERMAN IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT; EXHIBITS**
3. **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT**

on all interested parties, through their respective attorneys of record, as follows:

HOUMAN CHITSAZ
HOUMAN@NCALEGAL.COM
NARDELL CHTISAZ & ASSOCIATES LLP
999 5th AVENUE, SUITE 230
SAN RAFAEL, CA 94901
ATTORNEYS FOR DEFENDANT

LWDA ATTN: HUMAN RESOURCE SERVICES DIVISION,
MIC 54, LABOR AND WORKFORCE DEVELOPMENT AGENCY,
PO BOX 826880, SACRAMENTO, CA 94280-0001
PAGAINFO@DIR.CA.GOV

☒ **BY EMAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or other electronic transmission, I cause the documents to be sent to the persons at the email addresses listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **BY SUBMISSION TO THE PAGA PORTAL:** I caused a true and correct copy of the attached document to be submitted at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>.

I declare that this document was delivered at the request of a member of the bar of this court, at whose direction the service was made.

Executed on March 9, 2026, at Irvine, California.

/s/ / Rosabel Delilah Kamali /
Rosabel Delilah Kamali

EXHIBIT F

DECLARATION OF LISA MULLINS

1
2 1. I am a resident of the United States of America and am over the age of 21. I am the
3 President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action
4 services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal
5 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such
6 facts.

7 2. ILYM Group has extensive experience in disseminating PAGA settlements and
8 administering class action settlements, including direct mail services, telephone, and web-based support,
9 database management, opt-out processing, and settlement fund distribution services for class actions
10 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
11 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
12 administration. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol. ILYM
13 Group is insured with E&O and Cyber Insurance policies. ILYM Group is insured with E&O Insurance
14 policies up to \$2,000,000 per incident and Cyber Insurance policies up to \$5,000,000 per incident.

15 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
16 counsel in the *Kimmy Dao v. Pandora Karaoke, Inc. et al.* matter.

17 4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
18 number to receive correspondence and inquiries from aggrieved employees. After receiving the data file
19 from Defendant, which should contain the aggrieved employees’ names, last known addresses, and social
20 security numbers, ILYM Group will upload the data into our database and check for duplicates and other
21 possible discrepancies.

22 5. As part of the preparation for notice and disbursement, ILYM Group will process
23 aggrieved employees’ names and addresses against the National Change of Address (“NCOA”) database,
24 maintained by the United States Postal Service (“USPS”), to update and confirm the mailing addresses of
25 the aggrieved employees before the mailing of the notice. To the extent an updated address is found in the
26 NCOA database, ILYM Group will use the updated address for mailing the notice. If ILYM Group does
27 not locate an updated address in the NCOA database, it will use the original address provided by Defendant
28 for mailing the notice.

6. ILYM Group's Disbursement Process will include but is not limited to; (a) applying for case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks including but not limited to overview and reconciliation of account; (c) calculating the individual settlement amounts; (d) preparing, administering, and distributing settlement award checks to the Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts and will promptly remail the disbursement; (g) performing other such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's quote for this matter.

7. ILYM Group's fees associated with the administration of this settlement are: **\$2,000.00.**

I declare, under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 23rd day of February 2026, at Tustin, California.


Lisa Mullins

EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification, and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- ERISA
- TCPA
- Antitrust
- Securities

Ramirez v JC Penney.

- ERISA Case with a class size of 26,000.

Kruger, et al. v. Novant Health

- ERISA Case with a class size of \$32 million.

Abbott, et al. v. Lockheed Martin Corp.

- ERISA Case with \$62 million.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

ILYM | GROUP, Inc.

C L A S S A C T I O N A D M I N I S T R A T I O N

Case Name: Kimmy Dao v. Pandora Karaoke, Inc. et al.

Thursday, November 13, 2025

Requesting Attorney:

Andy Santiago
Jafari Law Group
asantiago@jafarilawgroup.com
949.362.0100

ILYM Group Contact:

Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	18
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$289.28
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$1,970.72
Case Conclusion:	\$220.00
Estimated ILYM Fees & Expenses:	\$2,480.00
Discounted ILYM Fees & Expenses:	\$2,000.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Kimmy Dao v. Pandora Karaoke, Inc. et al.

Thursday, November 13, 2025

Requesting Attorney's Name: Andy Santiago

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	1	\$120.00
NCOA	Flat Rate	\$8.00	1	\$8.00
Toll-Free Customer Service Representative	Flat Rate	\$11.28	1	\$11.28

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$289.28

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	1	\$150.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	18	\$27.00
USPS First Class 1oz Postage	Per Piece	\$0.74	18	\$13.32
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	3	\$5.40
Preparation of Taxes	Hourly	\$150.00	1	\$150.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$1,970.72

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$220.00

Estimated ILYM Fees & Expenses:	\$2,480.00
Discounted ILYM Fees & Expenses:	\$2,000.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT G

NOTICE OF PAGA SETTLEMENT

Dao v. Pandora Karaoke, Inc., et al.

San Francisco County Superior Court Case No. CGC-24-611422

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

<<CITY>> <<STATE>> <<ZIP>>

**Re: Payment From *Dao v. Pandora Karaoke, Inc., et al.*, Case No. CGC-24-611422
(Superior Court of California County of San Francisco)**

Dear <<FIRST NAME>> <<LAST NAME>>:

You are a member of a Court-approved settlement. You received this notice because a lawsuit filed in the **Superior Court of California County of San Francisco entitled *Dao v. Pandora Karaoke, Inc., et al.*, Case No. CGC-24-611422** (San Francisco County Superior Court) (the “Action”) has settled. Enclosed you will find a check made payable to you. This is your payment from the settlement of the Action.

The Action was filed against Defendants Pandora Karaoke, Inc., Urban Life, Inc., and Timmy Choy (“Defendants”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Action was brought by an employee on behalf of the State of California and all alleged “aggrieved employees,” defined as all persons who were employed by Defendants as non-exempt hourly employees in California at any time since February 21, 2023, to [date of order approving settlement]. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendants owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendants deny that they violated the Labor Code or California Wage Orders. In agreeing to this settlement, Defendants do not admit that they are liable in any way for any penalties. The Court has not ruled on the merits of the Action.

The release provided by the settlement agreement is limited to claims and remedies available under PAGA and does not release any non-PAGA personal claims. The Court has approved the settlement of the PAGA claim for civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees.

You worked <<# of Pay Periods>> pay periods during the PAGA Period, which is February 21, 2023, to [date of order approving settlement]. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees.

The Release in the Settlement Agreement is limited to all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice, including but not limited to conversion of tips and gratuities, failure to pay straight, overtime and double time wages (including any work off-the-clock), failure to pay minimum wage, failure to pay employees all overtime wages including by failing to pay all overtime and double time at the correct regular rate of pay, failure to provide compliant meal and rest breaks, failure to pay all premium wages owed for short, late or missed meal and rest periods, failure to pay all wages owed at discharge, failure to timely pay wages within the times permissible, failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, failure to produce pay and personnel records, failure to reimburse necessary business expenses, failure to pay sick leave wages, and retaliation. The Release in the Settlement Agreement does not release any non-PAGA personal claims you may have.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, ILYM Group, Inc., to answer any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment. Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California Department of Industrial Relations Unpaid Wage Fund in the name of the Aggrieved Employee to whom the check was issued.

If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

Very Truly Yours,

[Administrator]