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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARICELA MORALES VIDAL, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

SZNW HOSPITALITY LLC, a California limited liability company; SHEN ZHEN NEW WORLD II, LLC, a California limited liability company and DOES 1 to 100, inclusive,

Defendants.

Case No. 24STCV03495

[*Assigned to the Hon. Laura Seigle, Dept. SSC-17*]

DECLARATION OF SEAN M. BLAKELY IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT AND REASONABLE ATTORNEYS' FEES, COSTS, AND PAGA REPRESENTATIVE ENHANCEMENT PAYMENT

Date: August 28, 2026
Time: 9:00 a.m.
Dept.: SSC-17

Complaint filed: February 9, 2024
Trial Date: None Set

DECLARATION OF SEAN M. BLAKELY

I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiff Maricela Morales Vidal ("Plaintiff") and the Aggrieved Employees in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein & Marias, I assisted trial attorneys in employment and personal injury cases. From September 2011 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused on representing employees in wage and hour class actions. My work at Mahoney Law Group, APC also included representing employees in individual claims for wrongful termination, harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I performed at Mahoney Law Group, APC included: conducting client intakes performing pre-filing research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel, drafting and responding to written discovery, preparing for and taking and defending depositions, analyzing payroll and timekeeping records and employee handbooks, opposing motions for summary judgment, as well as a variety of other motions such as motions for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to quash, and motions for class certification, drafting mediation briefs, attending mediations, drafting long-form settlement agreements, drafting motions for preliminary and final settlement approval, and overseeing the notice process.

3. Since November 8, 2016, I have worked at my current firm, Haines Law Group, APC, where, in 2020, I became a Partner. I am currently responsible for managing over fifty (50) active wage and hour class and representative PAGA actions in both state and federal court.

4. The following is a non-exhaustive list of wage and hour class actions in which I have been appointed as class counsel and/or played a significant role in prosecuting the litigation, and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al,* Case No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding (granted final approval of settlement on behalf of employees at rehabilitation facility involving claims for unpaid wages and meal and rest period violations, and other claims, in which I was approved at an hourly rate of $325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance Medical Center, Inc*., California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement on behalf of healthcare workers for unpaid wages, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $325 for work performed in 2012-2013); *Arteaga v. Command Center Security, Inc.,* Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving claims for unpaid overtime, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2012-2015); *Casadine v. Maxim Healthcare Services, Inc*., Case No. CV 12-10078-DMG (CWx), United States District Court, Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement on behalf of home health care employees involving claims for unpaid wages and other claims, in which I was approved at an hourly rate of $425 for work performed in 2012-2015); *Guzman v. Andrew Lauren Interiors, Inc.*, *et al*., Case No. BC567757, California Superior Court, Los Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf of construction workers involving claims for unpaid wages, meal and rest period violation, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2014-2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior

Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and related violations, approved at hourly rate of $475 for work performed in 2016 and 2017); *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees of a chemical manufacturing company involving claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*, Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F. Highberger presiding (granting final approval of settlement involving claims for wage statement violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement on behalf of direct support professionals involving claims for unpaid wages, meal and rest period violations, wage statement violations, and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County, Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of manufacturing employees involving claims for unpaid wages, meal period violations, rest period violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No. RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement on behalf of non-exempt employees of a freight railcar manufacturer involving claims for unpaid overtime and minimum wages, meal period violations, and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement involving claims for unpaid overtime and minimum wages, rest period violations, wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge

Amy D. Hogue presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons and other employees involving claims for unpaid wages, meal and rest period violations, unreimbursed business expenses, and other claims); and *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No. CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman presiding (granting final approval of settlement on behalf of sales development representatives involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for meal and rest period violations, and other claims); *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court, Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period violations, unreimbursed business expenses, and penalty claims).

5. I have also moved to certify and have received an order certifying a class action in *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for rest period violations, wage statement violations, meal period violations, and overtime and double-time violations); *Vazquez v. Kraft Heinz Foods Company,* Case No. 16-CV-02749-WQH (BLM), United States District Court, Southern District of California, Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes, wage

statement class, and waiting time penalty class); *McDonald, et al. v. Sierra Pacific Industries,* Case No. 191133, Shasta County Superior Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period violations, unpaid wages, unreimbursed business expenses, wage statement violations, and waiting time penalties); and *Rosales v. Laclede, Inc.*, Case No. 20STCV01184, Los Angeles Superior Court, Hon. Stuart M. Rice, presiding (certifying three classes for meal period violations, unpaid wages, and waiting time penalties).

6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year. In each year from 2024-2026, Thomas Reuters recognized me as a "Super Lawyer" in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

7. As counsel for Plaintiff and the Aggrieved Employees in this case, I have been intimately involved in every aspect of this case, and I believe the proposed Settlement is a favorable result for the Aggrieved Employees and the State of California.

8. Defendant SZNW Hospitality LLC and Defendant Shen Zhen New World II, LLC (collectively referred to as "Defendants") are real-estate companies that have owned and operated the Sheraton Universal Hotel in Universal City, California since 2011.

9. On February 9, 2024, Plaintiff filed her Class Action Complaint in this Court alleging causes of action for: (1) minimum wage violations; (2) meal period violations; (3) rest period violations; (4) failure to reimburse employees for necessary business expenditures; (5) wage statement violations, and (6) unfair competition. On that same day, Plaintiff sent her PAGA notice letter to the LWDA. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff's February 9, 2024 letter to the LWDA. On April 15, 2024, after exhausting her pre-filing PAGA requirements under Labor Code § 2699.3(a)(2)(A), Plaintiff filed a First Amended Class and Representative Action Complaint ("FAC") in this Court, adding a cause of action for civil penalties under the PAGA. On May 28, 2024, due to an enforceable arbitration agreement, the Court ordered Plaintiff to dismiss her class claims without prejudice, submit her individual claims

to arbitration, and stay the representative portion of Plaintiff's PAGA claims.

10. On October 1, 2025, the Parties participated in mediation with Jason Marsili, Esq., a well-respected wage and hour mediator, in an effort to resolve Plaintiff's PAGA claims. Prior to mediation, Defendants provided PAGA counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees in order for PAGA Counsel to review the allegations and value the claims prior to mediation. Specifically, Defendants provided the number of Aggrieved Employees and the number of aggregate PAGA pay periods worked during the PAGA Period. In addition, Defendants produced timekeeping and payroll records for all Aggrieved Employees during the PAGA Period, along with Plaintiff's individual records and personnel file. Finally, Defendants produced two employee handbooks and relevant collective bargaining agreements ("CBAs") in effect during the PAGA Period. Plaintiff conducted a comprehensive analysis of Defendants' records to calculate Defendants' potential PAGA exposure.

11. During mediation, the Parties vigorously debated Plaintiff's ability to proceed on a representative basis, the legal basis for Plaintiff's claims and Defendants' defenses, the potential amount of penalties, and the Parties' data analyses and conclusions based thereon. The Parties did not reach a settlement at mediation; however, the Parties continued their settlement discussions and reached a settlement in the months following mediation. Over the following months, the Parties negotiated and finalized the Settlement now before the Court.

12. A true and correct copy of the fully-executed PAGA Settlement Agreement ("Settlement Agreement") is attached hereto as **Exhibit 1**. The proposed Explanatory Letter to be mailed to Aggrieved Employees with their settlement payments is attached as **Exhibit A** to the PAGA Settlement Agreement. After deducting amounts for requested attorneys' fees ($158,333.33), litigation costs ($12,700.60), PAGA Representative Enhancement Payment ($5,000.00), and settlement administration costs ($6,250.00), the Settlement provides for a Net Settlement Amount of approximately $292,716.07 with $219,537.05 paid to the LWDA and $73,179.02 distributed to the Aggrieved Employees. There are approximately 451 Aggrieved Employees, resulting in average Individual PAGA Payments of approximately $162.26 to each Aggrieved Employee.

13. Although Plaintiff steadfastly maintains her claims are meritorious, Plaintiff acknowledges that there are substantial risks and uncertainty in proceeding to trial. For example, with respect to Plaintiff's unpaid minimum wages claim arising from Defendants' timekeeping practices, Plaintiff alleges that Defendants maintained timekeeping policies and practices that systematically rounded and/or shaved employees' recorded work time to the nearest quarter hour, resulting in Plaintiff and other Aggrieved Employees not being compensated for all hours actually worked. Defendants dispute that its timekeeping system unlawfully rounded or reduced employees' compensable work time and contends that its timekeeping policies complied with California law and that it properly compensated Aggrieved Employees for all wages throughout the PAGA Period. Defendants additionally argue that Plaintiff's claims would require individualized inquiries into employees' time records, clock punches, schedules, and actual work performed during each shift in order to determine whether any uncompensated work occurred.

14. With respect to Plaintiff's meal period claims, Plaintiff alleges that she and other Aggrieved Employees were often provided with late, short, and/or interrupted meal periods due to the nature of their work and low staffing levels. Specifically, Plaintiff alleges that work demands frequently kept her and other Aggrieved Employees from commencing their meal periods until after the completion of five hours or work. Plaintiff also alleges that she was not provided with 30 minutes of "net rest" due to time spent walking to the breakroom, thus shortening her meal period length. Defendants counter that they maintained compliant written meal period policies throughout the PAGA Period and provided compliant meal periods in line with those policies. Defendants further contend that they have always provided employees with the opportunity to take meal periods and are not required to ensure they are taken. Defendants also contend employees are not required to clock out for meal periods until they are relieved of all duties and arrive at the breakroom or another area suitable for rest. Finally, Defendants maintain Plaintiff's meal period claim is not suited for representative treatment, since individual inquiries would be needed to assess which employees, if any, took non-compliant or missed meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee did not take a meal period on a particular shift.

15. With respect to Plaintiff's rest period claims, Plaintiff alleges that she and Aggrieved Employees were rarely relieved of all duty during their rest periods for the same reasons underlying her meal period claims. Furthermore, Plaintiff alleges that she was not provided with 10-minutes of "net rest" due to the time spent walking to and from the breakroom. Defendants contend that they have maintained and enforced compliant written rest period policies throughout the PAGA Period and have always authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or major fraction thereof, as required under the Wage Order, and that any failure to take rest periods was a result of employee choice rather than any Defendants' policy and/or practice. Defendants also contend employees' rest periods did not commence until they arrived at the designated breakroom and were relieved of all duties. Defendants further argue that Plaintiff's rest period claim is not amenable to representative treatment, since individual inquiries would be required to determine which employees failed to take rest periods, how many rest periods they failed to take, and the reasons why each employee failed to take rest period(s) on a particular shift. These manageability concerns are especially present with respect to rest period claims, Defendants argue, given that rest periods are not, and need not, be recorded.

16. With respect to Plaintiff's business expense reimbursement claims, Plaintiff alleges that Defendants failed to reimburse Plaintiff and other Aggrieved Employees for necessary business expenditures incurred in the discharge of their duties, including expenses associated with the use of personal cellular phones for work-related communications with supervisors and coworkers, as well as the purchase of cleaning tools and supplies required to perform their job duties. Defendants dispute these allegations and contend that employees were not required to use their personal cellular phones for work-related purposes or purchase their own cleaning tools and supplies. Defendants further maintain that Plaintiff's claims are not well-suited for representative treatment because any determination regarding entitlement to reimbursement would require individualized inquiries into each employee's job duties, cell phone usage, purchases of cleaning tools and supplies, and whether any such expenditures were necessary and incurred for Defendants' benefit.

17. As a result of Defendants' alleged failure to pay all wages and all meal and rest period premiums, Plaintiff alleges derivative PAGA claims for failure to issue accurate and itemized wage statements. In response, Defendants argue that Plaintiff's underlying claims will fail and, as a result, the derivative claims will also fail. Defendants argue that any alleged wage statement violations were not "knowing and intentional," and Plaintiff cannot show that she or other employees "suffer[ed] injury" due to the alleged wage statement violations, as required by Labor Code § 226(e) for the imposition of penalties. Further, Defendants contend its wage statements always accurately reflected hours worked and amounts paid as well as all other required information, precluding liability for wage statement penalties. Defendants also maintain that any "derivative" PAGA claims for violations of Labor Code Sections 226 would be entirely duplicative and would be unlikely to be awarded in any significant manner by a Court.

18. Defendants further maintain that even if the Court awarded PAGA penalties for any of the alleged violations, it would substantially reduce the penalties based on the discretionary factors in Labor Code § 2699(e)(2). Indeed, Defendants argue, many courts have reduced PAGA penalties drastically where, as here, the employer presented good-faith defenses and attempted to comply with the law.

19. Based on data provided by Defendants, there were approximately 24,416 Pay Periods worked by the Aggrieved Employees during the PAGA Period. Therefore, assuming that Plaintiff could prove at least one Labor Code violation in each and every pay period during the PAGA Period, Plaintiff calculated Defendants' <u>maximum</u> PAGA exposure at $2,441,600 (24,416 pay periods * $100 per violation). In light of Defendants' arguments and defenses described above, Plaintiff discounted that figure by 50% for a risk of losing on the merits and/or not recovering a PAGA penalty in each and every pay period, and by an additional 55% for risk of the Court reducing penalties, to arrive at a realistic exposure of approximately $549,360. In the face of Defendants' defenses on the merits and the Court's discretion to reduce PAGA penalties, Plaintiff felt that the negotiated settlement of $475,000, which represents approximately 86.5% of Plaintiff's reasonably forecasted total recovery, was clearly in the best interests of the LWDA and the Aggrieved Employees and was well within the range of reasonableness.

20. The request for administration costs of $6,250.00 is also fair and reasonable. ILYM Group, Inc. ("ILYM") was selected because it is an experienced settlement administrator and returned a reasonable bid. Moreover, ILYM will perform several important functions that are integral to the implementation of the Settlement. As detailed in the declaration of Anthony Rogers, submitted concurrently with this Motion, ILYM will perform duties in connection with this Settlement that are integral in effectuating the Settlement and the Notice process. Among other things, ILYM will calculate each Individual PAGA Payment, update addresses contained in Defendants' data, format and translate the Explanatory Letter, and otherwise prepare it for mailing, mail the Explanatory Letter to the Aggrieved Employees, keep the Parties informed of the status of the mailing, and otherwise administer the Settlement. Its requested fee is therefore reasonable and should be approved.

21. My office is requesting attorneys' fees of one-third of the Gross Settlement Amount (i.e., $158,333.33). My office has spent considerable time prosecuting this matter, including performing an extensive analysis of the data and information produced by Defendants, using this analysis to evaluate Plaintiff's claims, and drafting a comprehensive mediation brief. My office also attended a full-day mediation, and expended significant effort in preparing settlement documents, this Motion and supporting documents, and will oversee the settlement administration process. Based on my experience in similar wage and hour class and representative PAGA actions in California state courts, fee awards in matters such as this one generally equal about one-third of the gross recovery. In addition, and as explained below and in the accompanying Motion, the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent basis. Given the considerable potential for adverse outcomes in this case, including but not limited to, losing on merits issues, the contingent risk borne by my office in this case was great. Moreover, as discussed below, my office has advanced $12,700.60 in litigation costs on a contingency basis, which also carried risk because my office would not recoup its costs in the event Plaintiff did not prevail in this lawsuit. This case also involved nuanced legal issues, including the legality of Defendants' timekeeping practices and obligations to "provide" meal periods and "authorize and permit" rest periods, as

well as the availability and amount of PAGA civil penalties for the alleged Labor Code violations. Defendants were also represented by experienced wage-and-hour litigation counsel. Thus, the requested fee award is fair, reasonable and adequate and should be approved.

22. Since undertaking representation of Plaintiff, my office has dedicated substantial resources to this litigation without receiving any compensation to date. My office has incurred $12,700.60 in costs, including an anticipated $85.15 cost for the filing and service of this instant motion and anticipated Case Anywhere costs of $183.00 ($61.00 per month for July 2026 through September 2026). A detailed line-item report of the costs incurred by my office in connection with this case is attached hereto as **Exhibit 3**. In total, Plaintiff is requesting reimbursement of $12,700.60 in total costs. These costs include filing fees, copying costs, mediation fees, and other expenses that were all reasonably incurred and were necessary to further the prosecution of this case on behalf of the State of California and the Aggrieved Employees.

23. In this case, my office has a lodestar of approximately $170,167.50 without the use of any multiplier, resulting in a *negative* multiplier compared to the $158,333.33 fee request. Below is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm on this case.

Name	**Rate**	**Hours**	**Pre-Multiplier Lodestar**
Paul K. Haines (19th Year Attorney) (Principal)	$975	5.9	$5,752.50
Sean M. Blakely (17th Year Attorney) (Partner)	$900	68.2	$61,380.00
Joel M. Gordon (15th Year Attorney) (Former Associate)	$800	110.7	$88,560.00
Liam A. Hall (2nd Year Attorney) (Associate)	$400	32.6	$13,040.00
Firm Paralegals	$175	8.2	$1,435.00
Total Lodestar			**$170,167.50**

24. Plaintiff's counsel submits that the billing rates used are reasonable in view of the market rates and the rates at which Plaintiff's counsel has been approved at in other courts. My

firm works exclusively on a contingency fee basis. Mr. Haines' proposed hourly rate of $975, my proposed hourly rate of $900, Mr. Gordon's proposed hourly rate of $800, Mr. Hall's proposed hourly rate of $400, and the paralegal rate of $175 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit 4**.

25. I believe the requested $5,000 PAGA Representative Enhancement Payment to Plaintiff is reasonable given Plaintiff's efforts in this case and the risks she undertook on behalf of Aggrieved Employees and the State of California. Plaintiff provided substantial factual information and documents to counsel, assisted in identifying potential witnesses, and participated in numerous discussions with Plaintiff's counsel regarding the case. Accordingly, I believe Plaintiff's PAGA Representative Enhancement Payment is reasonable and should be approved.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 22, 2026, at El Segundo, California.

Sean Blakely

Sean M. Blakely

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Maricela Morales Vidal ("Plaintiff") and Defendants SZNW Hospitality LLC and Shen Zhen New World II, LLC ("Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Maricela Morales Vidal v. SZNW Hospitality LLC, Shen Zhen New World II, LLC, et al.*, Case No. 24STCV03495 initiated on February 9, 2024 and pending in Superior Court of the State of California, County of Los Angeles.

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" or "PAGA Employee" mean "All current and former non-exempt employees of Defendants SZNW Hospitality LLC and Shen Zhen New World II, LLC who worked in the State of California between February 9, 2023 and May 9, 2026 (the "PAGA Period").

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7 "Court" means the Superior Court of California, County of Los Angeles.

1.8 "Defense Counsel" means David Fishman and Jessica A. Gomez of Ballard Rosenberg Golper & Davitt, LLP.

1.9 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

1.10 "Gross Settlement Amount" means Four Hundred Seventy-Five Thousand Dollars and Zero Cents ($475,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Enhancement Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.13 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.14 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Representative Enhancement Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Aggrieved Employees as Individual PAGA Payments (representing 25% of the Net Settlement Amount) and to the LWDA (representing 75% of the Net Settlement Amount).

1.16 "PAGA Counsel" or "Plaintiff's Counsel" mean Paul K. Haines, Sean M. Blakely, and Liam A. Hall of Haines Law Group, APC.

1.17 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean reasonable attorneys' fees and costs for any and all work performed and any and all costs incurred in connection with the Action, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Agreement.

1.18 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.19 "PAGA Period" means the period from February 9, 2023 through May 9, 2026.

1.20 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.21 "PAGA Notice(s)" or "LWDA Letter(s)" mean Plaintiff Vidal's February 9, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.22 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($68,666.67) and 75% to LWDA ($206,000.00) in settlement of PAGA claims.

1.23 "PAGA Representative Enhancement Payment" means the payment to Plaintiff for initiating the Action and providing services in support of the Action.

1.24 "Plaintiff" means Maricela Morales Vidal, the named plaintiff in the Action.

1.25 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26 "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.27 "Released Parties" means Defendants and each of their former and present parents, subsidiaries, affiliates, investors, partners, owners, related organizations, predecessors or successors, and all agents, employees, officers, directors, shareholders, members, managers, holding companies, insurers, assigns, and attorneys thereof.

1.28 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.29 "Defendants" means named Defendant SZNW Hospitality LLC and Defendant Shen Zhen New World II, LLC.

2. RECITALS.

2.1 On February 9, 2024, Plaintiff Vidal commenced this Action by filing a Complaint alleging causes of action against Defendants for violations of the Labor Code on a class-wide basis. On April 15, 2024, Plaintiff Vidal filed a First Amended Class and Representative Action Complaint ("FAC") adding a cause of action under the PAGA. The FAC is the Operative Complaint ("Operative Complaint"). Defendants deny the allegations in the Operative Complaint and the PAGA Notice, deny any failure to comply with the laws identified in the Operative

Complaint and the PAGA Notice, and deny any and all liability for the causes of action alleged in the Operative Complaint.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On October 1, 2025, the Parties participated in an all-day mediation presided over by Jason Marsili, Esq. The Parties did not reach an agreement at mediation. In the following months and through continued negotiations between the mediator and Parties, an Agreement to settle the Action was reached on March 10, 2026.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, data regarding the number of non-exempt employees who worked for Defendants in California during the PAGA Period, total pay periods worked during the PAGA Period, a random sampling of timekeeping and payroll data of all Aggrieved Employees, and relevant wage and hour policies, including but not limited to two employee handbooks in effect during the PAGA Period, collective bargaining agreements ("CBAs") between Defendants and Local 11, and other relevant data and information.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay $475,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval:

3.2.1 To Plaintiff: PAGA Representative Enhancement Payment to the Plaintiff of not more than $5,000.00, in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee. Defendants will not oppose Plaintiff's request for a PAGA Representative Enhancement Payment that does not exceed this amount. If the Court approves a PAGA Representative Enhancement Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Enhancement Payment using IRS Form 1099.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third, which is currently estimated to be $158,333.33, and PAGA Counsel Litigation Expenses Payment of not more than $30,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $7,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $7,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $274,666.67 to be paid from the Gross Settlement Amount, with 75% ($206,000.00) allocated to the LWDA PAGA Payment and 25% ($68,666.67) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($68,666.67) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 451 Aggrieved Employees who worked a total of 24,416 PAGA Pay Periods.

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

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, PAGA Representative Enhancement Payment, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel 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 Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the

Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose remailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. **RELEASES OF CLAIMS**. Effective on the date when Defendants fully fund 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 her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notices ("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, workers' compensation benefits. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that 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, Plaintiffs 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, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notices including failing to pay minimum wages, failing to pay overtime wages, failing to provide meal periods, failing to permit rest breaks, failing to reimburse business expenses, failing to provide accurate itemized wage statements, violating the Business and Professions Code Sections 17200, et seq., and California Labor Code Sections 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

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 proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm 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. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their

Declarations, 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 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 to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc 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 Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES [and ESCALATOR CLAUSE]

Based on Defendants' records, the Aggrieved Employees worked approximately 24,416 total pay periods during the PAGA Period. If at the time of preliminary approval of this Agreement, the number of pay periods has increased by more than 10% of 24,416 (i.e., if there are more than 26,858 pay periods) then Defendants have the option to: (1) increase the Gross Settlement Amount on a proportional basis (e.g., if there was a 17% increase in the number of pay periods, Defendants shall increase the Gross Settlement Amount by 7%); or (2) cut off the PAGA Period as of the date Aggrieved Employees worked 26,858 pay periods.

9. 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.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint or PAGA Notices have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' 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).

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

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

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

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

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 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.

10.12 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 Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13 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.

10.14 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.

10.15 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: Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90205

To Defendants: Ballard Rosenberg Golper & Savitt, LLP
15760 Ventura Boulevard, Eighteenth Floor
Encino, California 91436

10.16 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.

10.17 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.

______________________	[signature]
For Plaintiff Maricela Morales Vidal	For Defendants SZNW Hospitality LLC and Shen Zhen New World II, LLC
______________________	6-23-2026
(date)	(date)
______________________	[signature]
Counsel For Plaintiff	Counsel For Defendants SZNW Hospitality LLC and Shen Zhen New World II, LLC
______________________	July 8, 2026
(date)	(date)

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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.

10.17 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.

Maricela Vidal Morales (Jul 7, 2026 19:04:19 PDT)

For Plaintiff Maricela Morales Vidal

Jul 7, 2026
(date)

For Defendants SZNW Hospitality LLC and Shen Zhen New World II, LLC

(date)

Counsel For Plaintiff

July 7, 2026
(date)

Counsel For Defendants SZNW Hospitality LLC and Shen Zhen New World II, LLC

(date)

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EXHIBIT A

Re: ***<u>Maricela Morales Vidal v. SZNW Hospitality LLC, et al.</u>***
Superior Court of California Los Angeles County; Case No. 24STCV03495

Date: __/__/2026

SIMID
Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of a lawsuit titled *Maricela Morales Vidal v. SZNW Hospitality LLC, et al.*, Los Angeles Superior Court, Case No. 24STCV03495, pending in the Superior Court of the State of California for the County of Los Angeles (the "Action").

The Action was filed against Defendants SZNW Hospitality LLC and Shen Zhen New World II, LLC ("Defendants") and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). The Action was brought by Plaintiff Maricela Morales Vidal ("Ms. Vidal"), a former employee of Defendants, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

In the lawsuit, Ms. Vidal claimed that Defendants violated the California Labor Code by failing to pay minimum wages, failing to provide compliant meal and/or rest breaks, failing to provide complete and accurate wage statements, and failing to reimburse employees for necessary business expenditures. Defendants dispute all of Ms. Vidal's allegations and deny that they engaged in any of the alleged misconduct. The parties have reached a settlement of Ms. Vidal's representative PAGA claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Defendants who were allegedly affected by the alleged violations of the Labor Code. In agreeing to enter into this settlement, Defendants do not admit that they are liable in any way to current or former employees for any violations of the California Labor Code, or any penalties, and have denied and disputed all of Ms. Vidal's contentions. The Court has not decided the merits of Ms. Vidal's claims or Defendants' defenses.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. Please note that no deductions/withholdings have been made from your settlement payment, and you will be responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 will issue). If you do not cash your check within 180 days of issuance, the funds will be sent to the California Controller's Unclaimed Property Fund in your name. If you are still employed by Defendants, your decision to cash the check will not affect your employment in any way.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims under the PAGA that were alleged in, or could have been alleged based on the facts alleged in, Ms. Vidal's complaint in the Action, during the time period February 9, 2023 through May 9, 2026 (the "PAGA Period").

If you have any questions, you can contact ILYM Group, Inc., the Settlement Administrator, at 1-___-____.

EXHIBIT 2

February 9, 2024

<u>VIA LWDA WEBSITE</u>

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

Re: *Maricela Morales Vidal v. SZNW Hospitality LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Maricela Morales Vidal ("Ms. Morales Vidal") in claims arising from her employment with SZNW Hospitality LLC; Shen Zhen New World II, LLC; and Does 1 through 100 (collectively "SZNW"). Ms. Morales Vidal is an "aggrieved employee" as defined by Labor Code Section 2698 *et seq*., due to SZNW's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" include all of SZNW's non-exempt employees who worked for SZNW in California during the one year immediately preceding the date of this letter through the present.

SZNW employed Ms. Morales Vidal in the non-exempt job position of "Housekeeper" (or similarly titled position) at the Sheraton Universal hotel. Ms. Morales Vidal has worked for SZNW from approximately May 28, 2023, until the present.

During Ms. Morales Vidal Vidal's employment with SZNW, SZNW utilized a timekeeping system which resulted in Ms. Morales Vidal and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. SZNW's timekeeping policies/practices were not even-handed and resulted in Ms. Morales Vidal and other aggrieved employees not being compensated for all hours worked.

SZNW also failed to provide Ms. Morales Vidal and other aggrieved employees with all legally compliant meal periods due to SZNW's meal period policies/practices, which resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. Ms. Morales Vidal and other aggrieved employees were also never provided with meal periods that were a full 30 minutes of "net rest" in an area away from the work station that is appropriate for rest, which employers are required by the Wage Order to maintain for their employees to use during their meal and rest periods. Because of the distance between the basement breakroom, the time clocks, and the areas where Ms. Morales Vidal and other aggrieved employees performed their work duties, often on the top floors of the hotel, Ms. Morales Vidal and other aggrieved employees would have to shorten their meal periods several minutes in order to be clocked out for only 30 minutes at their meal periods. Thus, Ms. Morales Vidal and other aggrieved employees were not provided with full 30-minute meal periods of net rest in an area appropriate for rest away from the workstation. On those occasions when Ms. Morales Vidal and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, SZNW failed to compensate Ms. Morales Vidal and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, SZNW maintained no payroll code or other mechanism for paying meal period premiums under Labor Code § 226.7 in the event a legally compliant meal period was not provided to their non-exempt employees.

SZNW also failed to authorize and permit all required rest periods for Ms. Morales Vidal and other aggrieved employees. Specifically, SZNW often failed to authorize and permit a net 10-minute rest period in an area appropriate for rest away from the workstation for every four hours worked or major fraction thereof due to work demands imposed by SZNW. Because of the distance between the breakroom and work areas, Ms. Morales Vidal and other aggrieved employees would have to end their rest breaks several minutes before the required period in order to return to work and avoid disciplinary action. Thus, Ms. Morales Vidal and other aggrieved employees were unable to ever take 10 minutes of "net rest" in an area appropriate for rest away from the workstation. Despite failing to authorize and permit Ms. Morales Vidal and other aggrieved employees to take all rest periods to which they are entitled, upon information and belief, during at least a portion of the relevant time period, SZNW maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Ms. Morales Vidal or other aggrieved employees any rest period premiums.

SZNW failed to adequately reimburse Ms. Morales Vidal and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, use of personal cellular phones to speak with supervisors about which rooms needed cleaning. Ms. Morales Vidal also had to purchase various cleaning supplies of her own. SZNW did not adequately reimburse Ms. Morales Vidal and other aggrieved employees for their cellular phone expenses, even though they used their personal cellular phones for business purposes.

As a result of SZNW's failure to compensate Ms. Morales Vidal and other aggrieved employees for all minimum wages, and all meal and rest period premium wages, SZNW maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

As described above, SZNW committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 5 ("Wage Order 5"):

<u>Minimum Wage Violations</u>

SZNW was required to pay Ms. Morales Vidal and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 5, § 4. As alleged above, SZNW failed to conform its pay practices to the requirements of the law by failing to pay Ms. Morales Vidal and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of SZNW and/or suffered or permitted to work under the California Labor Code and Wage Order 5. As a result of these policies/practices, which fail to compensate for all hours worked, Ms. Morales Vidal and other aggrieved employees were deprived of all required minimum wages.

<u>Meal Period Violations</u>

As alleged above, SZNW failed to provide Ms. Morales Vidal and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Ms. Morales Vidal and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

<u>Rest Period Violations</u>

As alleged above, SZNW also failed to authorize and permit Ms. Morales Vidal and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Ms. Morales Vidal and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

<u>Wage Statement Violations</u>

SZNW was required to furnish Ms. Morales Vidal and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 5, § 7. As a result of SZNW's failure to pay all minimum wages, and failure to pay all required meal and rest period premium wages, SZNW maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Morales Vidal and other aggrieved employees in violation of Labor Code § 226. SZNW's failure to comply with its wage statement obligations was knowing and intentional, and Ms. Morales Vidal and other aggrieved employees have suffered injury as a result.

<u>Failure to Reimburse Employees for Necessary Business Expenditures</u>

As alleged above, SZNW failed to reimburse Ms. Morales Vidal and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones and the purchase of cleaning supplies for business purposes. SZNW's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 5, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Ms. Morales Vidal and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

As an "aggrieved employee," Ms. Morales Vidal will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Morales Vidal Vidal'ss own investigation, and on information and belief, SZNW committed and continues to commit the following Labor Code violations:

a. SZNW violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Ms. Morales Vidal and other aggrieved employees the statutory minimum wage for all hours worked;

b. SZNW violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Morales Vidal and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

c. SZNW violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Morales Vidal and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Morales Vidal and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

d. SZNW violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Morales Vidal and other aggrieved employees for all necessary expenditures incurred;

e. SZNW violated Labor Code § 226 by failing to furnish Ms. Morales Vidal and other aggrieved employees with accurate and compliant itemized wage statements;

f. SZNW violated Labor Code § 204 by failing to pay Ms. Morales Vidal and other aggrieved employees all wages earned at least twice during each calendar month; and

g. SZNW violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Morales Vidal and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and SZNW if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

Paul K. Haines

cc: SZNW Hospitality LLC (via certified mail);
Shen Zhen New World II, LLC (via certified mail)

PROOF OF ACCEPTANCE
(ELECTRONIC)

PRODUCED DATE: 02/10/2024

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8348 3922 58

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 02/09/2024 16:49

ORIGINAL INTENDED RECIPIENT:

SZNW HOSPITALITY LLC
C/O: BENNY TSE
333 S FIGUEROA ST
LOS ANGELES CA 90071-1001

UNITED STATES POSTAL SERVICE

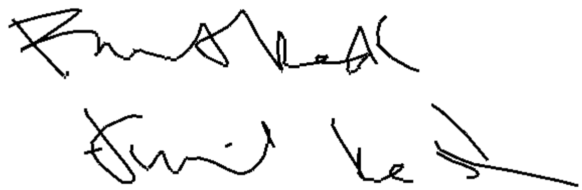
Mailer: Haines Law Group

Date Produced: 02/13/2024

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8348 3922 58. Our records indicate that this item was delivered on 02/12/2024 at 10:28 a.m. in LOS ANGELES, CA 90071. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient : 333 S FIGUEROA ST, LOS ANGELES, CA 90071

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

SZNW HOSPITALITY LLC
C/O: BENNY TSE
333 S FIGUEROA ST
LOS ANGELES CA 90071-1001

Customer Reference Number: C4793085.28773120

UNITED STATES POSTAL SERVICE ®

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 02/10/2024

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8348 3925 62

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 02/09/2024 16:49

ORIGINAL INTENDED RECIPIENT:

SHEN ZHEN NEW WORLD II LLC
C/O: QIWEI HUANG
333 S FIGUEROA ST
LOS ANGELES CA 90071-1001

UNITED STATES POSTAL SERVICE

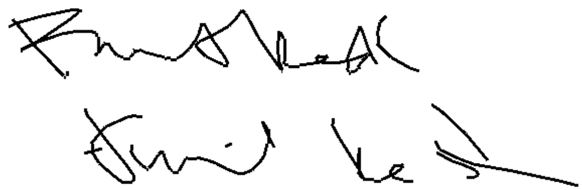
Mailer: Haines Law Group

Date Produced: 02/13/2024

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8348 3925 62. Our records indicate that this item was delivered on 02/12/2024 at 10:28 a.m. in LOS ANGELES, CA 90071. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient : 333 S FIGUEROA ST, LOS ANGELES, CA 90071

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

SHEN ZHEN NEW WORLD II LLC
C/O: QIWEI HUANG
333 S FIGUEROA ST
LOS ANGELES CA 90071-1001

Customer Reference Number: C4793085.28773121

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

July 16, 2026

MAricela Morales Vidal

Additional Charges :

			Qty/Price	Amount
1/31/2024	ALL	Postage for January, 2024.	1 7.18	7.18
	ALL	Copying cost for January, 2024.	4 0.25	1.00
2/9/2024	IDLC	First Legal's Filing fee for: Complaint;Civil Case Cover Sheet;Summons Order #: 5612970	1 1,508.55	1,508.55
	IDLC	LWDA Filing Fee: Order #: ORD-000270507	1 75.00	75.00
2/13/2024	IDLC	First Legal's Notice of Posting of Jury Fees Order #: 5616340	1 172.15	172.15
2/16/2024	ALL	First Legal's service fee for: Summons and Complaint Order #: 5621687	1 97.71	97.71
	ALL	First Legal's service fee for: Summons and Complaint Order #: 5621688	1 69.75	69.75
2/23/2024	ALL	First Legal's Filing fee for: Proof of Service by Substituted Service; Proof of Service by Substituted Service Order #: 5627992	1 16.15	16.15
2/29/2024	ALL	Postage for February, 2024.	1 15.20	15.20
	ALL	Copying cost for February, 2024.	12 0.25	3.00
3/29/2024	ALL	First Legal's Filing fee for: Proof of Service (not Summons and Complaint) Order #: 5672295	1 16.15	16.15

			Qty/Price	Amount
3/31/2024	ALL	Postage for March, 2024.	1 2.24	2.24
	ALL	Copying cost for March, 2024.	27 0.25	6.75
4/15/2024	IDLC	First Legal's service fee for: Amended Complaint Order #: 5692991	1 7.00	7.00
	IDLC	First Legal's Filing fee for: Amended Complaint Order #: 5692972	1 16.15	16.15
5/30/2024	IDLC	First Legal's service fee for: Declaration (name extension) Order #: 5752295	1 8.75	8.75
	IDLC	First Legal's Filing fee for: Declaration of Joel M. Gordon in Support of Plaintiff's Request for Dismissal of Class Claims Without Prejudice. Order #: 5752281	1 16.15	16.15
6/17/2024	ALL	First Legal's Filing fee for: Notice of Ruling Order #: 5772730	1 16.15	16.15
6/30/2024	ALL	Postage for June, 2024.	1 2.11	2.11
	ALL	Copying cost for June, 2024.	21 0.25	5.25
8/2/2024	IDLC	LA Superior Court Document Purchase: Stipulation and Order Joint Stipulation to Arbitrate Plaintiff's Individual Claim, Stay the Representative PAGA Claims Pending Arbitration, etc. Receipt Number: PA-2024-280769806	1 5.00	5.00
9/5/2024	ML	Case Anywhere service fee for 6/17/24-8/31/24 Invoice #: 342736	1 134.01	134.01
12/6/2024	ML	Case Anywhere service fee for 9/1/24-11/30/24 Invoice #: 353843	1 147.00	147.00
12/20/2024	VG	First Legal's Filing fee for: Joint Status Conference Report Order #: 17035269	1 17.70	17.70
2/25/2025	ML	First Legal's Filing fee for Joint Status Conference Report Order #: 17125506	1 18.70	18.70
3/5/2025	ML	Case Anywhere service fee for 12/1/2024-2/28/2025 Invoice #: 376313	1 159.00	159.00
4/4/2025	ML	Case Anywhere service fee for 3/1/25-3/31/25 Invoice #: 390015	1 49.00	49.00

			Qty/Price	Amount
5/2/2025	ML	Case Anywhere service fee for 4/1/2025-4/30/2025 Invoice #: 401960	1 49.00	49.00
5/23/2025	IO	Marsili Mediation fee for October 1, 2025 mediation Invoice #: 110445	1 9,000.00	9,000.00
5/31/2025	ML	Copying cost for May, 2025.	5 0.25	1.25
6/2/2025	ML	Case Anywhere service fee for 5/1/25-5/31/25 Invoice #: 414089	1 49.00	49.00
6/30/2025	ML	FedEx cost for June, 2025 Invoice #: 4-918-26938	1 15.85	15.85
7/1/2025	ML	Case Anywhere service fee for 6/1/25-6/30/25 Invoice #: 426533	1 49.00	49.00
8/4/2025	ML	Case Anywhere service fee for 7/1/25-7/31/25 Invoice #: 439047	1 49.00	49.00
8/31/2025	ML	Copying cost for August, 2025.	12 0.25	3.00
9/2/2025	ML	Case Anywhere's service fee for 8/1/25 - 8/31/25 Invoice #: 451637	1 49.00	49.00
10/1/2025	ML	Case Anywhere's service fee for 9/1/25 - 9/30/25 Invoice #: 464414	1 49.00	49.00
11/3/2025	ML	Case Anywhere's service fee for 10/1/25-10/31/25 Invoice #: 477386	1 49.00	49.00
12/1/2025	ML	Case Anywhere's service fee for 11/1/25-11/30/25 Invoice #: 490209	1 49.00	49.00
1/2/2026	ML	Case Anywhere's service fee for 12/1/25-12/31/25 Invoice #: 503169	1 49.00	49.00
2/2/2026	ML	Case Anywhere's service fee for 1/1/26-1/31/26 Invoice #: 516497	1 49.00	49.00
3/2/2026	ML	Case Anywhere's service fee for 2/1/26 - 2/28/26 Inv. #: 529781	1 49.00	49.00
3/12/2026	ML	First Legal's Filing fee for Proof of Service (not Summons and Complaint) Order #: 17691732	1 19.75	19.75

			Qty/Price	Amount
4/1/2026	ML	Case Anywhere's service fee for 3/1/26-3/31/26 Invoice #: 543271	1 61.00	61.00
5/1/2026	ML	Case Anywhere's service fee for 4/1/26 - 4/30/26 Invoice #: 556752	1 49.00	49.00
6/1/2026	ML	Case Anywhere's service fee for 5/1/26-5/31/26 Invoice #: 570064	1 49.00	49.00
6/5/2026	IO	First Legal's Filing fee for: Proof of Service (not Summons and Complaint) Order #: 17796147	1 40.55	40.55
7/1/2026	AP	Case Anywhere's service fee for 6/1/26-6/30/26 Invoice #: 583290	1 61.00	61.00
7/15/2026	IO	Copying cost for July, 2026.	1 0.25	0.25

Total additional charges	**$12,432.45**
Balance due	**$12,432.45**

EXHIBIT 4

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406
6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389

6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.