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on behalf of the State of California and all Aggrieved Employees

9 *[Additional Counsel Listed on Next Page]*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

13 EUGENE LAWSON, individually and on
14 behalf of all others similarly situated,

15 *Related matters:*

16 *Mishiel Harrison v. CAVA Mezze Grill,*
17 *LLC, et al., Los Angeles County Superior*
Court, Case No. 24STCV16329

18 *Charity Thomas v. CAVA Mezze Grill,*
19 *LLC, et al., Los Angeles County Superior*
Court, Case No. 24STCV17019

20 *Mary Crawford v. CAVA Group, Inc., et*
21 *al., Orange County Superior Court, Case*
No. 30-2024-01400813-CU-OE-CXC

22 Plaintiff,

23 vs.

24 CAVA MEZZE GRILL LLC, a Maryland
25 limited liability company; CAVA GROUP,
26 INC., a Delaware corporation; ZOE'S
KITCHEN USA, LLC; CAVA HOLDING
COMPANY; and DOES 1–50, inclusive,

27 Defendants.

Case No. 24STCV16024

Assigned for all purposes to:
Hon. Theresa M. Traber, Department 1

**DECLARATION OF HEATHER DAVIS IN
SUPPORT OF MOTION FOR ORDER
APPROVING SETTLEMENT PURSUANT TO
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT AND
ENTERING JUDGMENT**

Date: September 23, 2025

Time: 10:30 a.m.

Dept.: SSC-1

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1 cases and drafting all of the briefs. I received a wide-array of wage and hour class action experience
2 performing the following types of tasks: drafting demurrers; motions to strike and/or dismiss;
3 removing actions from state court to federal court; drafting and responding to written discovery;
4 drafting and opposing discovery related motions; arguing discovery related motions; drafting motions
5 to consolidate related matters; interviewing putative class members and obtaining declarations in
6 connection with class certification; drafting oppositions to motions for class certification; drafting
7 motions for decertification following class certification; conducting exposure analyses to assess the
8 strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification and
9 potential damages resulting from such claims; drafting mediation briefs; serving as the primary
10 contact to in-house counsel; deposing plaintiffs and putative class members; deposing retained expert
11 witnesses; and defending the depositions of corporate witnesses. In short, I played an integral role in
12 all aspects of litigation from the inception of a matter through and beyond class certification.

13 6. During my practice in other jurisdictions and continuing today, I have been primarily
14 devoted to working in employment law and on complex class action and representative litigation and
15 multi-plaintiff work.

16 7. Protection Law Group, LLP is a law firm specifically devoted to the representation of
17 employees against employers in California involving claims relating to violations of the California
18 Labor Code, including claims for failure to pay all wages owed, failure to pay overtime premiums,
19 failure to pay meal and rest premiums and failure to provide accurate wage records. The practice of
20 employment law is a very specific, narrow field which requires diligence in an ever-evolving field of
21 substantive and procedural law.

22 8. Although not exhaustive, below is a representative list of several of the wage and hour
23 class actions that I performed substantial work on while I was an attorney with Littler Mendelson,
24 including, but not limited to: *Villacres v. ABM Industries, Inc.*, 189 Cal.App.4th 562 (2010); *Brizuela*
25 *v. Copart, Inc.*, CIVRS11101592, (San Bernardino Superior Court class action settlement); *Augustus*
26 *v. ABM Industries, Inc.*, BC336416, 2 Cal. 5th 257 (2016); *Tagaki v. United Airlines*, 2:11-CV9191
27 (Central District class action settlement); *Babasa v. Comerica, Inc.*, 3:11-CV00595; *Leyva v. Medline*
28 *Industries, Inc.* 5:11-cv-00164 (Central District); *Blue v. Coldwell Banker Residential Brokerage Co.*,

1 BC417335, (Los Angeles Superior Court, class action settlement); and *Acosta v. Texwood Industries,*
2 *Inc.*, 2:07-cv-03237-DDP-PLA (Central District class action settlement).

3 9. Since opening my firm, I have served as lead counsel or co-class counsel in several
4 wage and hour class and/or representative actions seeking wages and penalties owed on behalf of
5 employees for which final approval of the settlement or class certification has been granted, including,
6 but not limited to the following:

- 7 • *Holzer v. Wedbush Securities, Inc.*, BC 550462 (Los Angeles County Superior Court wage
8 and hour class action certifying class of independent contractors and appointing Protection
9 Law Group, LLP as class counsel);
- 10 • *White v. Windy Pizza Plus, LLC*, BC593377 (Los Angeles County Superior Court wage
11 and hour class action certifying class of all non-exempt employees and appointing
12 Protection Law Group, LLP as class counsel);
- 13 • *Morera v. Continental Assets Mgmt.*, BC502003, (Los Angeles County Superior Court
14 wage and hour class action appointing Protection Law Group, LLP as class counsel in
15 settlement);
- 16 • *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497 VC, (United States District Court,
17 Northern District of California, wage and hour class action settlement and appointment
18 Protection Law Group, LLP as class counsel in settlement);
- 19 • *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles County Superior
20 Court wage and hour Class action appointing Protection Law Group, LLP as class counsel
21 in settlement);
- 22 • *Kesheshian, et al v. S. Cal. Logistics*, BC557981 (Los Angeles County Superior Court
23 wage and hour class action appointing Protection Law Group, LLP as class counsel in
24 settlement);
- 25 • *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court wage
26 and hour class action);
- 27 • *Glenn v. Decron Properties Corp.*, BCC 578035 (Los Angeles County Superior Court
28 wage and hour class action appointing Protection Law Group, LLP as class counsel in

1 settlement);

- 2 • *Torres v. Auto Rescue et al.*, RIC 1509900 (Riverside County Superior Court wage and
- 3 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 4 • *Kashanian v. Plus Labs, Inc.*, 2016-1-CV-294231 (Santa Clara County Superior Court
- 5 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 6 settlement);
- 7 • *Cadena v. Tetra Property Management*, 257425 (Tulare County Superior Court wage and
- 8 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 9 • *Drayton v. Hollywood Park Casino*, BC593935 (Los Angeles County Superior Court
- 10 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 11 settlement);
- 12 • *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles County Superior Court wage
- 13 and hour class action appointing Protection Law Group, LLP as class counsel in
- 14 settlement);
- 15 • *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court, Central
- 16 District of California appointing Protection Law Group, LLP as class counsel in
- 17 settlement);
- 18 • *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV 530405 (San Mateo County Superior
- 19 Court wage and hour class action appointing Protection Law Group, LLP as class counsel
- 20 in settlement);
- 21 • *Utterbach v. Daylight Transport, LLC et al.*, BC600994 (Los Angeles County Superior
- 22 Court wage and hour class action appointing Protection Law Group, LLP as class counsel
- 23 in settlement);
- 24 • *Eiden v. Olive & June*, BC654685 (Los Angeles County Superior Court wage and hour
- 25 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 26 • *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino County Superior Court wage and
- 27 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 28 • *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino County Superior

1 Court wage and hour class action appointing Protection Law Group, LLP as class counsel
2 in settlement);

- 3 • *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American
4 Arbitration Association wage and hour class action appointing Protection Law Group,
5 LLP as class counsel in settlement on behalf of class of 75,000+ putative class members);
- 6 • *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo County Superior
7 Court wage and hour class action appointing Protection Law Group, LLP as class counsel
8 in settlement);
- 9 • *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles County Superior Court
10 wage and hour class action appointing Protection Law Group, LLP as class counsel in
11 settlement);
- 12 • *Ramirez v. Western National Properties*, BC639319 (Los Angeles County Superior Court
13 wage and hour class action appointing Protection Law Group, LLP as class counsel in
14 settlement);
- 15 • *Hernandez v. Access Dental Plan et. al*, 34-2017-00220944 (Sacramento County Superior
16 Court wage and hour class action appointing Protection Law Group, LLP as class counsel
17 in settlement);
- 18 • *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS 1803211 (San Bernardino
19 County Superior Court wage and hour class action appointing Protection Law Group, LLP
20 as class counsel in settlement);
- 21 • *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles County Superior Court
22 wage and hour class action appointing Protection Law Group, LLP as class counsel in
23 settlement);
- 24 • *Fuentes v. Communications Test Design, Inc.*, CIVDS1802427 (San Bernardino County
25 Superior Court wage and hour class action appointing Protection Law Group, LLP as class
26 counsel in settlement);
- 27 • *Hartline v. Senior Operations, LLC*, BC697665 (Los Angeles County Superior Court
28 wage and hour class action appointing Protection Law Group, LLP as class counsel in

1 settlement);

- 2 • *Carrozzella v. Basalite Concrete Products, LLC*, 34-2014-00220214 (Sacramento County
- 3 Superior Court wage and hour class action appointing Protection Law Group, LLP as class
- 4 counsel in settlement);
- 5 • *Howey v. Battery Systems, Inc.*, 2026114 (Stanislaus County Superior Court wage and
- 6 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 7 • *Correa v. Cashbak, LLC*, BC723845 (Los Angeles County Superior Court wage and hour
- 8 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 9 • *Lemus v. Cass Construction*, 37-2017-00028180 (San Diego County Superior Court wage
- 10 and hour class action appointing Protection Law Group, LLP as class counsel in
- 11 settlement);
- 12 • *Sales v. J.S. International Shipping Corp.*, 18CIV05048 (San Mateo County Superior
- 13 Court wage and hour class action appointing Protection Law Group, LLP as class counsel
- 14 in settlement);
- 15 • *Aparicio v. Advantage Painting*, CIVDS2013809 (San Bernardino County Superior Court
- 16 approving PAGA Settlement);
- 17 • *Rodriguez v. TheRealReal, Inc.*, CGC-19-574661 (San Francisco County Superior Court
- 18 approving PAGA Settlement);
- 19 • *Parm v. Think Together*, CIVDS1823659 (San Bernardino County Superior Court
- 20 approving PAGA Settlement);
- 21 • *Casey-Neith v. Pacific Union Financial*, 30-2018-01014980 (Orange County Superior
- 22 Court approving PAGA Settlement);
- 23 • *Wallace v. Alvarado Restaurant Group, LLC*, 20STCV26260 (Los Angeles County
- 24 Superior Court approving PAGA Settlement);
- 25 • *Adams v. West Marine Products, Inc.*, 19CIV00436 (San Mateo Superior Court wage and
- 26 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 27 • *Coronel, et al. v. CMH Manufacturing, Inc., et al.*, RIC2003070 (Riverside County
- 28 Superior Court approving PAGA Settlement);

- 1 • *Corea v. KHRG Argyle LLC, et al.*, 20STCV09640 (Los Angeles County Superior Court
- 2 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 3 settlement); and
- 4 • *Hernandez v. Acceptance Insurance Agency of Tennessee Inc.*, 20STCV03873 (Los
- 5 Angeles County Superior Court wage and hour class action appointing Protection Law
- 6 Group, LLP as class counsel in settlement).
- 7 • *Elliott v. Safeamerica Credit Union*, RG19016356 (Alameda County Superior Court
- 8 approving Class Action and PAGA Settlement)
- 9 • *Herrera et al. v. Anixter, Inc. et al.*, 30-2020-01142893-CU-OE-CXC (Orange County
- 10 Superior Court approving Class Action and PAGA Settlement);
- 11 • *Alvarez v. 2H Construction, Inc.*, 21STCV05675 (Los Angeles County Superior Court
- 12 approving Class Action and PAGA Settlement);
- 13 • *Bahena v. New Way Landscape & Tree Services*, 37-2020-00030533-CU-OE-CTL (San
- 14 Diego County Superior Court approving Class Action and PAGA Settlement);
- 15 • *Guerrero v. Food Technology and Design, LLC*, 18STCV02304 (Los Angeles County
- 16 Superior Court approving Class Action Settlement);
- 17 • *Gonzalez v. Vista Pacifica Enterprises, Inc.*, RIC2001557 (Riverside County Superior
- 18 Court approving PAGA Settlement);
- 19 • *Alvarado v. Kiwi II Construction, Inc.*, RIC2001558 (Riverside County Superior Court
- 20 approving PAGA Settlement);
- 21 • *Carrillo v. Weartech International, Inc.*, 30-2020-01151333-CU-OE-CXC (Orange
- 22 County Superior Court approving Class Action and PAGA Settlement);
- 23 • *McCrumb v. Trifecta Management Group, Inc. et al.*, BCV-19-100621 (Kern County
- 24 Superior Court approving Class Action and PAGA Settlement);
- 25 • *Andrade v. Dirt Movers, Inc.*, STK-CV-UOE-2021-0008346 (San Joaquin County
- 26 Superior Court approving Class Action and PAGA Settlement);
- 27 • *Barela v. Quail Park Retirement Village, LLC*, VCU282224 (Tulare County Superior
- 28 Court approving Class Action Settlement)

- 1 • *Martinez v. Merit Logistics, LLC*, RIC2001625 (Riverside County Superior Court
- 2 approving Class Action and PAGA Settlement)
- 3 • *Aguilar v. Animal Supply Company, LLC*, 19STCV31413 (Los Angeles County Superior
- 4 Court approving Class Action and PAGA Settlement)
- 5 • *Marquez v. Collabera Inc.*, 37-2022-00010988-CU-0E-CT (San Diego Superior Court
- 6 approving Class Action and PAGA Settlement);
- 7 • *Hernandez v. Baltazar Construction, Inc.*, 21STCV11456 (Los Angeles County Superior
- 8 Court approving Class Action and PAGA Settlement)
- 9 • *Cortez v. Perfect Pac L.P.*, MCV084722 (Madera County Superior Court approving Class
- 10 Action and PAGA Settlement)
- 11 • *Rivera v. J.B. Wholesale Roofing and Building Supplies, Inc.*, 21TRCV00503 (Los
- 12 Angeles County Superior Court approving Class Action and PAGA Settlement)
- 13 • *McCoy v. Road Runner Sports, Inc.*, 19STCV37733 (Los Angeles County Superior Court
- 14 approving Class Action and PAGA Settlement)
- 15 • *Lopez v. Bio-Reference, LLC*, 21STCV46533 (Los Angeles County Superior Court
- 16 approving Class Action and PAGA Settlement)
- 17 • *Holladay v. Grandcare Health Services, LLC et al.*, 20STCV42115 (Los Angeles County
- 18 Superior Court approving Class Action and PAGA Settlement)
- 19 • *Brooks v. Younger MFG, Co.*, 19STCV20386 (Los Angeles County Superior Court
- 20 approving Class Action and PAGA Settlement)
- 21 • *Jurado v. Aequor Healthcare Services, LLC, et. al*, 21STCV06001 (Los Angeles County
- 22 Superior Court approving Class Action and PAGA Settlement)
- 23 • *Ray et.al v. Unical Aviation, Inc.*, CIVDS1804952 (Lead Case) (San Bernardino County
- 24 Superior Court approving Class Action and PAGA Settlement)
- 25 • *McGrew v. Pabon Construction Company*, 21STCV30819 (Los Angeles County Superior
- 26 Court approving Class Action and PAGA Settlement)
- 27 • *Mijangos v. Grant Construction Inc.*, BCV-23-102043-TMS (Kern County Superior
- 28 Court approving Class Action and PAGA Settlement)

- 1 • *Parrott v. Knorr Systems Int'l, LLC et.al.*, 30-2022-01268047-CU-OE-CXC (Orange
- 2 County Superior Court approving Class Action and PAGA Settlement)
- 3 • *Gonzalez et.al. v. Children's Home of Stockton*, STK-CV-UOE-2022-0006373 (San
- 4 Joaquin County Superior Court approving Class Action and PAGA Settlement)
- 5 • *Varela v. McKinley Children's Center*, 22STCV17487 (Los Angeles County Superior
- 6 Court approving Class Action and PAGA Settlement)
- 7 • *Torres v. Jan Marini, Skin Research, Inc.*, 22CV401294 (Santa Clara County Superior
- 8 Court approving Class Action and PAGA Settlement)
- 9 • *Muir v. Dave's World, Inc. dba Tahoe Dave's Skis & Boards*, S-CV-0049251 (Placer
- 10 County Superior Court approving Class Action and PAGA Settlement)
- 11 • *Garcia v. City Wide Property Services, Inc.*, 34-2022-00328787 (Sacramento County
- 12 Superior Court approving Class Action and PAGA Settlement)
- 13 • *Cazarez et. al v. West Coast Drywall & Co., Inc.*, RIC1902851 (Riverside County
- 14 Superior Court approving Class Action and PAGA Settlement)
- 15 • *Villanueva v. RedRock Technologies, Inc.*, 30-2022-01263687-CU-OE-CXC (Orange
- 16 County Superior Court approving Class Action and PAGA Settlement)
- 17 • *Ellis v. Paylocity Corporation*, 22CV014356 (Alameda County Superior Court approving
- 18 Class Action and PAGA Settlement)
- 19 • *Renteria v. Paramount Export Company*, 23CV028255 (Alameda County Superior Court
- 20 approving PAGA Settlement)
- 21 • *Martinez v. L.A. County Masonry, Inc*, 23STCV22388 (Los Angeles County Superior
- 22 Court approving Class Action and PAGA Settlement)
- 23 • *Cortez v. Direct Painting, Inc*, 23STCV02248 (Los Angeles County Superior Court
- 24 approving Class Action and PAGA Settlement)
- 25 • *Diaz v. Express Services, Inc.*, 30-2019-01049858-CU-OE-CXC (Orange County
- 26 Superior Court approving Class Action and PAGA Settlement)
- 27 • *Luckett et. al v. Thistle Health, Inc*, FCS058261 (Solano County Superior Court
- 28 approving PAGA Settlement)

- 1 • *Ellis v. Paylocity Corporation*, 22CV014356 (Alameda County Superior Court
- 2 approving Class Action and PAGA Settlement)
- 3 • *Johnson v. Tecnico Corporation*, 37-2022-00021970-CU-OE-CTL (San Diego County
- 4 Superior Court approving Class Action and PAGA Settlement)
- 5 • *Reyna et. al v. Brilliant General Maintenance, Inc.*, RG19004658 / JCCP 005127
- 6 (Alameda County Superior Court approving Class Action and PAGA Settlement)

7 10. Including myself, Protection Law Group includes twelve (12) attorneys, all of whom
8 actively and continuously represent plaintiffs in employment class actions and representative actions,
9 in Superior Courts throughout the State of California, in the Court of Appeal, and in various Federal
10 courts. Because of the unique history and nature of our practice, all of the attorneys at Protection Law
11 Group have a high level of knowledge and experience in labor and employment law.

12 11. I am fully familiar with the legal and factual issues in this case and have specific
13 experience litigating complex wage and hour actions as class actions, including employment cases as
14 set forth above. The Settlement presented here only resulted after having engaged in extensive formal
15 and informal discovery and investigation and is the product of hard-fought litigation and extensive
16 arms' length negotiations. In my opinion as an experienced counsel, the Settlement is fair, reasonable,
17 adequate, and in the best interests of the State and the Aggrieved Employees.

18 **PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

19 12. Defendants CAVA Mezze Grill, LLC and CAVA Group, Inc. ("Defendants") own
20 and operate a national chain of Mediterranean fast-casual dining restaurants across the United States,
21 including no less than thirty-six separate restaurants across in California.

22 13. Plaintiff Mary Crawford worked for Defendants in their Westwood location as an
23 hourly, non-exempt Crew Member and Cook from approximately September 2023 to January 2024.
24 On May 20, 2024, she filed a PAGA-only complaint in the Orange County Superior Court.

25 14. Plaintiff Eugene Lawson was employed by Defendants in several Los Angeles area
26 restaurants as a Grill Cook, Guest Experience Manager, General Manager in Training, and New
27 Restaurant Opening Lead from approximately to September 2017 to May 2024. On June 26, 2024,
28 he filed a class action and PAGA complaint in the Los Angeles County Superior Court.

1 15. Plaintiff Mishiel Harrison was employed by Defendants in their Hollywood
2 restaurant as an hourly, non-exempt employee from approximately February 2024 to March 2024.
3 On June 28, 2024, he filed a class action complaint in the Los Angeles County Superior Court
4 against Defendants for various violations of the Labor Code, later filed a first amended complaint
5 adding a PAGA cause of action.

6 16. Plaintiff Charity Thomas (“Plaintiff Thomas”) worked for Defendants in their
7 Century City restaurant as an hourly, non-exempt Culinary Lead from April 2024 to June 2024.

8 17. On July 9, 2024, Plaintiff Thomas, through her Counsel, filed a letter notifying the
9 Labor and Workforce Development Agency (“LWDA”) of her intent to seek penalties under the
10 Private Attorneys General Act and provided copies of this letter to Defendants via certified mail.
11 Attached as **Exhibit 1** is a true and correct copy of Plaintiff Thomas’ PAGA Notice.

12 18. On July 9, 2024, Plaintiff Thomas filed a class action complaint in the Los Angeles
13 County Superior Court for various violations of the Labor Code and Business and Professions Code,
14 Case No. 24STCV17019, and later filed a first amended complaint adding a PAGA cause of action
15 on October 8, 2024.

16 19. Once all the cases were at issue, the Parties initiated discovery and began meeting
17 and conferring regarding discovery, potential law and motion, and other case management issues,
18 and eventually agreed to attempt a global mediation of cases and claims. They also agreed to and
19 did informally exchange information to permit both sides to evaluate Plaintiffs’ allegations. Through
20 this informal discovery, Defendants provided Plaintiffs with information including, inter alia,
21 Plaintiffs’ personnel files, the number of potential Aggrieved Employees, the number of aggregate
22 pay periods, pay stubs and time records for a sampling of about 20% of the Aggrieved Employees,
23 and relevant policies regarding Defendants’ time keeping and reporting policies and meal and rest
24 break policies, among other pertinent materials.

25 20. On February 18, 2025, the Parties mediated all cases with Abe Melamed, Esq., a
26 respected professional neutral with extensive class action/wage and hour experience. Before and
27 during the mediation, Plaintiffs and their counsel analyzed, researched, and investigated the
28 potential issues, including matters related to the calculation of damages, trial, and appellate issues

1 and risks. During mediation, the Parties vigorously debated the likelihood of Plaintiffs' ability to
2 proceed on a representative basis as to the PAGA claims, the legal grounds for Plaintiffs' claims and
3 Defendants' defenses, and the Parties' data analyses and conclusions based on data provided by
4 Defendants. However, after a contentious day of negotiations, and despite the assistance of the
5 mediator, the Parties were unable to resolve the Actions at mediation.

6 21. Following mediation, the Parties continued settlement discussions through the
7 mediator and on March 11, 2025, the Parties accepted the mediator's proposal and agreed to
8 resolve the Actions on a PAGA representative basis, for a Gross Settlement Amount of Eight
9 Hundred Fifty Thousand Dollars (\$850,000.00).

10 22. Thereafter, the Parties worked diligently to negotiate and memorialize the terms of the
11 settlement in a PAGA Settlement Agreement. After extensive discussions and revisions to the
12 agreement, the Parties entered into a fully executed PAGA Settlement Agreement which is now
13 before the Court for approval.

14 23. As an agreed upon term and condition of the Settlement, prior to filing Plaintiffs'
15 Motion for Approval of PAGA Settlement, Plaintiff Lawson and Defendants filed a Joint Stipulation
16 to Amend the Complaint in the Lawson Action, and on July 10, 2025, Plaintiff Lawson filed his First
17 Amended Representative Action Complaint adding all other Plaintiffs as party-plaintiffs and
18 otherwise conforming the operative complaint's allegations to the terms of the proposed settlement.

19 **SUMMARY OF THE TERMS OF SETTLEMENT**

20 **Definition of Aggrieved Employees**

21 24. The Settlement Agreement defines "Aggrieved Employee" as "all hourly, non-exempt
22 employees who worked directly or via a staffing agency for Defendants in California at any time
23 during the PAGA Period." Settlement Agreement ¶1.4.

24 25. The "PAGA Period" means the period from March 16, 2023 through the earliest of
25 the following occurrences: (a) the date the number of workweeks worked by Aggrieved Employees
26 during the PAGA Period exceeds 42,500 pay periods; or (b) the date the Court issues an order granting
27 approval of the Settlement. Settlement Agreement ¶1.23.

28 26. According to information provided to my Office by Defendants' counsel, as of the

time of execution of the Settlement Agreement, there were approximately 3,030 Aggrieved Employees who worked approximately 40,000 pay periods from March 18, 2023 to January 28, 2025. Settlement Agreement ¶8.1.

Gross Settlement Amount

27. Subject to Court approval, Plaintiffs and Defendants have agreed to settle the PAGA claims at issue in this matter for a Gross Settlement Amount (“GSA”) of Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00), to be paid by Defendants. Settlement Agreement ¶1.12.

28. The GSA is inclusive of: (1) payments to the Aggrieved Employees and the LWDA; (2) PAGA Counsel’ Attorneys’ Fees; (3) PAGA Counsel’s Litigation Costs; and (4) Settlement Administration Cost. Settlement Agreement ¶1.12.

29. The GSA allocations are as follows:

- a. PAGA Counsel’s Attorneys’ Fees: 1/3 of the GSA, which amounts to Two Hundred Eighty Three Thousand Three Hundred Thirty Three and Thirty-Three Cents (\$233,333.33). Settlement Agreement ¶3.2.1.
- b. Plaintiffs’ Counsel’s Litigation Costs: Not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00). Settlement Agreement ¶3.2.1.
- c. Settlement Administration Costs: Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) to the Settlement Administrator, Atticus Administration, LLC. Settlement Agreement ¶¶1.2, 3.2.2, 7.1.

Allocation and Funding of the Gross Settlement Amount

30. The “Net Settlement Amount” means the Gross Settlement Amount, less PAGA Counsel’s Attorneys’ Fees and Costs, and the Settlement Administration Costs. ¶1.17. Based on the amounts above, the estimated Net Settlement Amount will be \$494,166.67.

31. The Net Settlement Amount will be distributed as follows: 75% of the Net Settlement Amount will be paid to the LWDA, and the remaining 25% will be paid to all Aggrieved Employees on a *pro rata* basis based upon the number of pay periods worked by each Aggrieved Employee during the PAGA Period. Settlement Agreement ¶¶1.13, 1.17.

1 32. The Individual Payment of Aggrieved Employees will be treated as miscellaneous
2 income for which a 1099 will be issued. Settlement Agreement ¶3.2.3.2.

3 33. Within ten (10) days of the Parties' full execution of the Agreement, Defendants shall
4 provide the Aggrieved Employee Data to the Settlement Administrator which will identify all
5 Aggrieved Employees by full name, last known mailing address, Social Security Number and number
6 of PAGA Pay Periods during which each Aggrieved Employee worked during the PAGA Period.
7 Settlement Agreement ¶¶1.5, 4.1.

8 34. Within fourteen (14) days after the Effective Date, Defendants will fund the Gross
9 Settlement Amount. Settlement Agreement ¶¶1.11, 4.2.

10 35. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the
11 Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the LWDA; (c)
12 Plaintiffs' Counsel; and (d) itself. Settlement Agreement ¶4.3.

13 36. Settlement Payments to the Aggrieved Employees will be accompanied by the Notice
14 of PAGA Settlement. Settlement Agreement ¶4.3.2.

15 37. If an Individual PAGA Settlement Payment Check remains uncashed after one
16 hundred eighty (180) calendar days from issuance, the Settlement Administrator shall transmit the
17 funds represented by such checks to the California Controller's Unclaimed Property Fund in the name
18 of the Aggrieved Employee. Settlement Agreement ¶¶4.3.4.

19 **Scope of the Release in the Settlement Agreement**

20 38. The Settlement Agreement defines "Released Parties" as "Defendants and each of
21 their respective former and current directors, officers, shareholders, owners, members, attorneys,
22 insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates." Settlement Agreement
23 ¶1.28.

24 39. The Settlement Agreement defines "Released PAGA Claims" as "all claims for PAGA
25 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts
26 stated in the Action and the PAGA Notices, including alleged violations of California Labor Code
27 sections 201, 202, 203, 204, 208, 210, 216, 218, 221, 222, 223, 225.5, 226, 226.7, 227.3, 233-234,
28 245-248.6, 256, 351, 353, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194,

1 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2800, 2802, and 2810.5” including “all claims for
2 PAGA Fees.” Settlement Agreement ¶¶1.27, 5, 5.1, 5.2.

3 **THE SETTLEMENT IS FAIR AND REASONABLE**

4 **Plaintiffs Complied with PAGA’s Notice Requirements**

5 40. Before bringing a civil action under PAGA, an employee must comply with the notice
6 requirements set forth in Labor Code section 2699.3. Plaintiff Thomas complied with this
7 requirement. See **Exhibit 1**. In addition, the PAGA Settlement Agreement and Plaintiffs’ Motion for
8 Approval of PAGA Settlement and supporting papers are being submitted to the California Labor and
9 Workforce Development Agency, as required by California Labor Code section 2699 (s)(2) by
10 Counsel for Plaintiff Crawford. *See* Declaration of Nikki Trenner.

11 **Arm’s-Length Negotiations**

12 41. The Parties engaged in arms-length, non-collusive negotiations at all times including
13 attending a full day mediation with Abe Melamed, Esq., a highly-respected mediator with extensive
14 experience in wage and hour matters including actions brought pursuant to the Private Attorneys
15 General Act. At all times, Plaintiffs were willing and prepared to litigate this matter through trial and
16 possible appeals if a favorable resolution had not been reached. The proposed Settlement was reached
17 at the end of a process that was neither fraudulent nor collusive. To the contrary, counsel for each
18 Party advanced their positions throughout the settlement negotiations.

19 **Sufficient Investigation and Discovery by Experienced Counsel**

20 42. The settlement is based upon substantial investigation by experienced Counsel and on
21 the informal discovery conducted.

22 43. Prior to mediation Defendants informally produced Plaintiffs’ personnel files, a
23 random 25% sampling of time and payroll records for the Aggrieved Employees, as well as
24 information regarding the total number of employees, the number of current and former employees,
25 the number of pay periods worked within the relevant time period, and other relevant information.
26 Defendants also produced all the operative employee handbooks containing all applicable wage and
27 hour policies in place during the PAGA Period.

28 44. Plaintiffs’ Counsel thoroughly reviewed this informal discovery and together with

1 their respective retained experts, were able to conduct an informed assessment and analysis of
2 Defendant's potential liabilities and exposure.

3 45. The Parties briefed their positions regarding the strengths and weaknesses of their
4 claims, provided their analyses to the mediator, and debated the merits of their respective positions
5 at mediation.

6 46. Furthermore, negotiations were conducted by highly capable and respected counsel
7 with strong records of vigorous and effective advocacy handling complex wage and hour litigation.
8 Accordingly, Plaintiffs' Counsel had sufficient information and experience to act intelligently in
9 negotiating the Settlement.

10 47. Thus, taking into consideration both the potential value of the PAGA claims, the
11 significant risks associated with continued litigation, and the underlying objective of PAGA, I submit
12 that the Settlement presented herein is fair, reasonable, and adequate.

13 **PLAINTIFFS' COUNSEL'S AWARD**

14 48. Plaintiffs' Counsel seek approval of attorneys' fees in the amount of \$283,333.33,
15 which is 1/3 of the Gross Settlement Amount, and set forth and agreed to as part of the Settlement.
16 Settlement Agreement ¶¶1.19, 1.20, 3.2.1.

17 49. The requested fee award is well-within the range of reasonableness. Based on
18 Plaintiffs' Counsel's particular skill in the area, the complex nature of these claims, and the ever-
19 evolving nature of the law related to PAGA, I believe many attorneys would have been unprepared
20 to litigate these claims and unable to obtain the substantial settlement secured by my Office. My
21 office has devoted ourselves to pursuing and understanding these types of complex wage and hour
22 cases and were able to successfully litigate this matter despite risks that may have dissuaded other
23 counsel from pursuing this case.

24 50. Moreover, Plaintiffs' Counsel's requested 1/3 award of the Gross Settlement Amount
25 is commensurate with: (1) the economic risks Plaintiffs' Counsel took in commencing this action on
26 a contingency basis knowing that there would likely be a long battle with a premier defense firm, and
27 as a result of Plaintiffs' Counsel's willingness to take on this risk and their efforts in prosecuting this
28 case, the State and the Aggrieved Employees will receive a substantial recovery for violations that

1 would otherwise have gone unaddressed; (2) the time, effort and expense dedicated to the case; (3)
2 the skill and determination we have shown; (4) the results we have achieved through the litigation;
3 and (5) the value of the settlement we have secured for the State of California and Aggrieved
4 Employees.

5 51. Protection Law Group is a small law firm specifically devoted to the representation of
6 employees against employers in California involving claims relating to violations of the California
7 Labor Code, including claims for failure to pay all wages owed, failure to pay overtime premiums,
8 failure to pay meal and rest premiums and failure to provide accurate wage records. The practice of
9 employment law is a very specific, narrow field which requires diligence in an ever-evolving field of
10 substantive and procedural law. The significant time and attention spent on this case meant we could
11 not spend time on other cases or clients.

12 52. As discussed above, Plaintiffs' Counsel undertook extensive investigation, analysis,
13 and research prior to filing the lawsuits and during litigation and settlement negotiations. Plaintiffs'
14 Counsel have aggressively litigated this case from the initial pleadings to the settlement of this Action.
15 As a result of Plaintiffs' Counsel's efforts, Defendants agreed to attend global mediation rather than
16 proceeding with four (4) separate litigations. The ongoing work performed by Plaintiffs' Counsel has
17 been extensive, complex, and ultimately successful in achieving a fair settlement for the Aggrieved
18 Employees and the State. Plaintiffs' Counsel actively participated in this litigation, attending client
19 meetings, conducting legal research, participating in case strategy and analysis, drafting, reviewing,
20 and revising pleadings. Plaintiffs' Counsel conducted extensive informal discovery, researched
21 defenses raised by Defendants, and investigated Defendants' policies, practices, and procedures
22 before attending a full day of mediation. Plaintiffs' Counsel also spent significant time drafting and
23 revising the Settlement before the Court. A settlement was finally achieved despite all of these
24 obstacles because of Plaintiffs' Counsel's time, effort, experience, and skill.

25 53. In addition to the time and effort required, this matter also required substantial skill to
26 successfully litigate. The skill required to properly litigate this case is evident not only in the results
27 achieved, but in the steps necessary to reach this result. Defendants retained well-respected counsel
28 and vigorously denied liability. Indeed, Defendants and their Counsel felt strongly about Defendant's

1 ability to prevail and mounted several defenses that posed significant threats to Plaintiff's claims,
2 challenged the theories of Plaintiff's Counsel, and promised a strong defense moving forward.
3 Further, in order to evaluate these claims and defenses, Plaintiffs' Counsel were required to review
4 and analyze a significant amount of data to determine Defendants' underlying practices and liability,
5 a complex process that took considerable time, energy, and knowledge. This complicated analysis
6 required substantial skill, but Plaintiffs' Counsel were able to successfully navigate these challenges
7 because of their extensive experience in complex wage and hour litigation. This settlement, against
8 experienced defense counsel, and despite the existence of several strong defenses, was made possible
9 through Plaintiffs' Counsel's skill and reputation in complex employment matters. Moreover, the
10 process of ensuring that the terms of the Settlement were fair took unique skills by counsel well-
11 versed in the state of the law regarding PAGA settlements, defense counsel, and the appropriateness
12 of the terms for this settlement.

13 54. The Settlement represents a fair resolution of this case given the risks inherent in
14 litigating it through trial and possible appeals. As discussed at length above, although I believe that
15 Plaintiffs would prevail at trial, a number of risks reduced value of the case. Had the case not settled,
16 Defendant would have vigorously challenged manageability and liability, and sought drastic
17 reduction in the amount of any penalties assessed. Preparing the case for trial would have been
18 extraordinarily expensive and risky proposition. In contrast, settlement at this stage guarantees
19 immediate recovery for the State of California and the Aggrieved Employees. Indeed, despite these
20 challenges Plaintiffs faced moving forward, Plaintiffs were able to negotiate and reach a non-
21 reversionary Gross Settlement Amount of \$850,000.00, which is an outstanding result for a settlement
22 limited to penalties arising under PAGA and which does not affect the Aggrieved Employees'
23 individual wage claims.

24 55. Additionally, this case was litigated on a contingency basis. Had Plaintiffs' Counsel
25 been unsuccessful, they would not receive any fee or recover any portion of their expenses spent
26 litigating this matter. Plaintiffs' Counsel have borne all risks and costs associated with the litigation
27 and will not receive any compensation until recovery is obtained. If the Covid-19 crisis has made one
28 thing clear, it is that economic uncertainty can arise swiftly and for reasons beyond any party's control.

1 These are the types of risks Plaintiffs' Counsel took in deciding to litigate this matter on a contingent
2 basis and this risk is a relevant factor when considering the reasonableness of the requested fee.

3 56. Plaintiffs have agreed to attorney's fees in the amount of 1/3 of the Gross Settlement
4 Amount. The Settlement Agreement and this Motion requesting these fees will also be submitted to
5 the LWDA concurrently with the filing of this motion. I am aware that the common and acceptable
6 rate for representation in complex wage and hour litigation is normally twenty-five (25) to thirty-five
7 (35) percent. A fee of 1/3 is appropriate here because of the excellent result achieved for the State of
8 California and Aggrieved Employees despite the substantial risks described above, including the risk
9 that Plaintiffs could ultimately recover nothing at all.

10 57. While it is proper and common to request a fee award based on a percentage of the
11 common fund, the fee request is also justified under a simple lodestar analysis.

12 58. Including myself, Protection Law Group includes twelve (12) attorneys, all of whom
13 actively and continuously represent plaintiffs in employment class actions and representative actions,
14 in Superior Courts throughout the State of California, in the Court of Appeal, and in various Federal
15 courts. Because of the unique history and nature of our practice, all of the attorneys at Protection Law
16 Group have a high level of knowledge and experience in labor and employment law. Besides myself,
17 the following attorneys at Protection Law Group worked on the Action:

- 18 a. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr.
19 Nayebdadash received his Bachelor of Arts degree from University of California,
20 Los Angeles and a Juris Doctor degree from Pepperdine University School of Law.
21 He was admitted to practice law in California in November of 2004, and has been
22 admitted to practice in all federal district courts in the State of California. Prior to
23 founding Protection Law Group, LLP, Mr. Nayebdadash worked at Littler
24 Mendelson, P.C., the largest labor and employment law firm in the United States. In
25 2013, Mr. Nayebdadash and I founded Protection Law Group LLP. Since the
26 inception of Protection of Law Group, LLP, Mr. Nayebdadash has focused his
27 practice on the representation of employees against employers in California. Mr.
28 Nayebdadash has extensive experience in all aspects of employment litigation, with

1 a focus on wage and hour class and representative action, including, but not limited
2 to taking and defending depositions, briefing and arguing motions, preparing for
3 class certification, negotiating complex wage and hour settlements, trial and appeal.

4 b. D. Luke Clapp – (Former) Senior Associate at Protection Law Group, LLP. Mr.
5 Clapp received his Bachelor of Arts degree from Macalester College, and a Juris
6 Doctor degree from Indiana University Maurer School of Law. He was admitted to
7 practice law in California in December of 2015, and has also been admitted to the
8 Central District of California. Since being admitted to California State Bar, Mr.
9 Clapp’s practice has focused on the representation of employee plaintiffs in complex
10 wage and hour class and representative actions. Mr. Clapp has extensive experience
11 in briefing and arguing motions, managing written discovery, preparing for class
12 certification, and drafting mediation briefs and complex wage and hour settlements.

13 c. Ryan T. Chuman – Senior Associate at Protection Law Group, LLP. Mr. Chuman,
14 received his Bachelor of Arts degree in 2010 from the University of California, Los
15 Angeles and a Juris Doctor degree from Southwestern University. He was admitted
16 to practice law in California in December of 2014, and has been admitted to practice
17 in all federal district courts in the State of California. Prior to joining Protection Law
18 Group, LLP, Mr. Chuman worked at Ogletree, Deakins, Nash, Smoak & Stewart PC
19 one of the largest labor and employment law firms in the United States. Mr. Chuman
20 has extensive experience in all aspects of employment litigation, including but not
21 limited to taking and defending depositions, briefing and arguing motions,
22 negotiating complex wage and hour settlements, trial and appeal.

23 d. Arnel O. Tan – Associate at Protection Law Group, LLP. Mr. Tan received his
24 Bachelor of Arts degree in 1996 and his Juris Doctor degree from the Ateneo de
25 Manila University in the Philippines in 2000. He was admitted to practice law in
26 California in December 2010 and has also been admitted to the Central District of
27 California. Since being admitted to the California State Bar, Mr. Tan has represented
28 a wide range of plaintiffs in personal injury cases as well as employees in their

1 discrimination, harassment, retaliation and unlawful termination cases. Mr. Tan has
2 extensive practice experience briefing and arguing motions, managing discovery,
3 and drafting mediation briefs and settlement agreements. Since joining Protection
4 Law Group, LLP in March 2022, Mr. Tan's practice has centered on representing
5 employee plaintiffs in complex wage and hour class and representative actions.

6 e. Joseph Marshall – Associate at Protection Law Group, LLP. Mr. Marshall received
7 his Bachelor of Arts from the University of Texas at Austin, and his J.D. from the
8 University of Utah's S.J. Quinney College of Law and was admitted to practice law
9 in California in November 2023. Mr. Marshall has significant experience briefing
10 and arguing motions, managing written discovery, drafting mediation briefs and
11 settlement agreements. Since joining Protection Law Group, Mr. Marshall has
12 maintained a practice focused on the representations of employee plaintiffs in
13 complex wage and hour litigation.

14 f. Christine V. Reyes – Associate at Protection Law Group, LLP. Ms. Reyes received
15 her Bachelor of Arts from the University of California, Santa Cruz and her J.D. from
16 Santa Clara University, School of Law. Ms. Reyes was admitted to practice law in
17 the state of California in December 2022. Since being admitted, Ms. Reyes has
18 represented plaintiffs in personal and catastrophic injury cases as well as
19 employees in a wide range of employment matters including wage and hour claims,
20 wrongful termination, discrimination and retaliation. Ms. Reyes has significant
21 experience in briefing and arguing motions, managing written discovery,
22 defending depositions, drafting mediation briefs, negotiations, and preparing
23 settlement agreements. Since joining Protection Law Group, Ms. Reyes's
24 practice is centered on representing employee plaintiffs in complex wage and
25 hour class and representative actions.

26 59. My current billing rate and the actual rate charged clients on an hourly basis is \$875
27 per hour. My partner, Amir Nayebdadash's billing rate is \$800 per hour. Luke Clapp, a Senior
28 Associate with the firm who worked on the matter billed at a rate of \$725 per hour. Ryan Chuman,

1 a Senior Associate with the firm who worked on the matter currently bills at a rate of \$725 per hour.
2 Arnel Tan, an Associate with the firm currently bills at a rate of \$600 per hour. Finally, Joseph
3 Marshall and Christine Reyes, are Associates with the firm and they currently bill at a rate of \$350
4 per hour. While the overwhelming majority of my firm's practice is contingency-based, this is the
5 actual rate we charge billing clients if retained on an hourly basis to handle employment-law related
6 issues.

7 60. Based on my familiarity with prevailing market rates for work of similar complexity
8 in California, including my extensive involvement in fee application work on my own behalf and
9 on behalf of others, I can attest that these hourly rates are within the prevailing market rate for work
10 of similar complexity performed by attorneys of similar skill and experience. I have extensive
11 knowledge of the prevailing hourly rates in the community for work of similar nature and
12 complexity to the work in this case. My experience and knowledge in this regard comes from a
13 variety of sources, including: (a) reviewing dozens of fee applications in other matters; (b) my
14 familiarity with fee application orders in other cases; and (c) my independent research and
15 knowledge of the prevailing market rates based on fee requests of other counsel and my familiarity
16 with rates charged in other law firms; and (d) my independent reading and research regarding law
17 firm billing rates.

18 61. As such, it is my opinion that our requested hourly rates of \$875.00 for myself,
19 \$800.00 for Mr. Nayebedadash, \$725.00 for Mr. Clapp, \$725.00 for Mr. Chuman, \$600.00 for Mr.
20 Tan, \$350.00 for Mr. Marshall, and \$350 for Ms. Reyes, based on the work performed in this matter,
21 are well within the range of reasonable rates for attorneys of our skill, knowledge, experience, and
22 ability. While the overwhelming majority of our firm's practice is contingency-based, this is the
23 actual rate we charge clients if retained on an hourly basis to handle employment-law related issues.

24 62. My office has spent substantial time on this Action. The tasks performed include
25 investigating Defendant's policies, practices, and merits-based issues including significant time
26 investigating and reviewing Plaintiffs' personnel files, time and payroll records, researching
27 Defendants' organization, and strategizing how to certify the alleged claims and bring these claims
28 to trial. Plaintiffs' Counsel spent significant time investigating the alleged claims, and engaged in

1 extensive efforts to meet and confer with Defendants' counsel and as a result was able to reach an
2 agreement to attend mediation rather than engaging in further litigation.

3 63. Since beginning work on this matter, Protection Law Group has spent a total of
4 approximately 178.35 hours litigating this case. To date, applying a blended rate of \$650.00 per
5 hour for the work performed by Protection Law Group, LLP, results in an estimated lodestar of
6 \$115,927.50, for Protection Law Group, LLP. Attached hereto as **Exhibit 2** is a time and task sheet
7 detailing the estimated hours spent on the different tasks associated with the Action, by Protection
8 Law Group.

9 64. The lodestar for Protection Law group represents a conservative calculation of my
10 firm's total lodestar, as it does not include any time I believed the Court may possibly construe as
11 duplicative, administrative in nature, or arguably non-essential to the litigation, nor does it reflect
12 the time my office will be required to expend to monitor the disbursement of funds to the Aggrieved
13 Employees following approval of the Settlement by the Court.

14 65. Given the complex nature of these claims and daunting legal challenges, I believe
15 there are very few law firms who could have obtained the settlement obtained here by my office and
16 by my co-counsel. My office has devoted itself to pursuing and understanding these types of cases
17 and was able litigate this matter despite risks that may have dissuaded other counsel from pursuing
18 this case.

19 66. I believe that the efforts of my office and of co-counsel have resulted in substantial
20 benefits to both the State and the Aggrieved Employees and have helped achieve the underlying
21 purpose of PAGA in deterring future violations and recovering penalties that would otherwise have
22 gone unremedied.. Through the efforts of Plaintiffs' Counsel and Plaintiffs in the Action, a fair and
23 reasonable resolution has been reached that includes a non-reversionary settlement payment by
24 Defendant of \$850,000.00. I am informed and believe that, without the efforts of my office and of
25 co-counsel, the Labor Code and Wage Order violations alleged in the Complaints and PAGA
26 Notices to the LWDA would have gone completely unremedied. The allocation of 1/3 of the Gross
27 Settlement Amount as provided for in the Settlement is therefore reasonable given the result
28 achieved and I would request the Court approve the payment of \$233,333.33 to Plaintiffs' Counsel

1 for Attorneys' Fees as called for under the agreement.

2 **PLAINTIFFS' COUNSEL'S COSTS**

3 67. To date, Plaintiffs' Counsel have borne all risks and costs of litigation and will not
4 receive any compensation until recovery is obtained by Plaintiffs and the Aggrieved Employees.
5 Protection Law Group, LLP has currently incurred \$5,991.26 in costs, with respect to Plaintiffs'
6 PAGA claims. This is a conservative estimate based on my prior experience regarding the costs
7 incurred as part of the PAGA approval process. These costs were necessary for the resolution of this
8 Action, and I would request that the Court award Protection Law Group, LLP \$5,991.26 in costs.
9 Attached hereto as **Exhibit 3** is a costs sheet detailing the various costs incurred by Protection Law
10 Group associated with the PAGA Actions as of August 2025.

11 **FEE SHARING AGREEMENT**

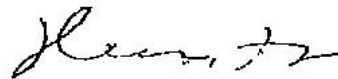
12 68. Plaintiffs' Counsel, Crosner Legal, PC, Otkupman Law Firm, A Law Corporation,
13 The Ottinger Firm, and Protection Law Group, LLP have a fee sharing agreement for this Action
14 which calls for fees to be split equally with 25% of any attorney's fees awarded by the Court to each
15 Plaintiffs' Counsel's Firm. Plaintiffs' Counsel have explained the proposed division of attorneys'
16 fees to Plaintiffs, who have given their consent to Plaintiffs' Counsel's division of attorneys' fees.

17 **SETTLEMENT ADMINISTRATION**

18 69. Following the Parties' agreement to settle the case, the Parties agreed to Atticus
19 Administration, LLC, as the Settlement Administrator. Settlement Agreement ¶¶1.2, 7.1.

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

22 Executed on August 28, 2025, at El Segundo, California.

23
24 

25 Heather Davis
26
27
28

Exhibit 1



149 Sheldon Street
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July 9, 2024
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VIA ONLINE FILING

Labor and Workforce Development Agency

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Sacramento, CA 95814

PAGAfiling@dir.ca.gov

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: Charity Thomas v. Cava Mezze Grill, LLC, et al.

Dear Representative:

This office represents Charity Thomas ("**Ms. Thomas**") with respect to her claims under the California Labor Code against Cava Mezze Grill, LLC, and Cava Group, Inc. (collectively "**Employer**"). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Ms. Thomas from approximately April 19, 2024, to June 7, 2024, as an hourly, non-exempt employee. During her employment with Employer, Ms. Thomas was employed as a Culinary Lead at Employer's location at 10250 Santa Monica Boulevard, Suite 2120, Los Angeles, California 90067. Employer owns and operates fast-casual restaurants in California and across the country.

Ms. Thomas intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("**PAGA**"). Ms. Thomas is seeking penalties solely in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer ("**Aggrieved Employees**"). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California's wage and hour laws during Ms. Thomas's employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the Industrial Welfare Commission Wage Orders ("**IWC Wage Order**") including *inter alia*, IWC Wage Order No. 5. These claims are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Ms. Thomas and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

First, Employer regularly required Ms. Thomas and Aggrieved Employees to work more than eight (8) hours in a day or forty (40) hours in a workweek, but failed to pay them overtime compensation for such work. Employer also failed to provide Ms. Thomas and Aggrieved Employees with adequate training as



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to the payment of overtime compensation, all in an effort to keep its workers uninformed as to their legal right to overtime compensation. In addition, Employer regularly required Ms. Thomas and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Ms. Thomas and Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. Ms. Thomas and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Ms. Thomas and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Ms. Thomas and Aggrieved Employees to perform work off-the-clock without compensation, Employer also utilized time rounding practices that resulted in the systematic underpayment of wages to Ms. Thomas and Aggrieved Employees, including minimum wages, straight time wages and overtime wages. Employer also failed to accurately record the actual time worked by Ms. Thomas and Aggrieved Employees, which resulted in a failure to pay Ms. Thomas and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Ms. Thomas and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Ms. Thomas and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Ms. Thomas and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Ms. Thomas and Aggrieved Employees with legally-compliant 30-minute meal periods. Ms. Thomas and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Ms. Thomas and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Ms. Thomas and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Ms. Thomas and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.



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Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Ms. Thomas and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Ms. Thomas and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Ms. Thomas and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Ms. Thomas and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Ms. Thomas and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to telephone calls and in-person verbal interruptions; and (7) Employer's policy and culture prevented Ms. Thomas and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods.

Ms. Thomas and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 226.7, 512(a) and 1198.

Ms. Thomas and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Ms. Thomas and Aggrieved Employees take legally-compliant 10-minute rest periods. Employer required Ms. Thomas and Aggrieved Employees to work through rest periods. Ms. Thomas and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Ms. Thomas and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Ms. Thomas and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Ms. Thomas and other Aggrieved Employees from taking timely and complete rest periods



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because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Ms. Thomas and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Ms. Thomas and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Ms. Thomas and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Ms. Thomas and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to telephone calls and in-person verbal interruptions; and (7) Employer's policy and culture prevented Ms. Thomas and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.

Ms. Thomas and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 226.7, and 1198.

Ms. Thomas and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Ms. Thomas and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Ms. Thomas and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Ms. Thomas and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).



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Ms. Thomas and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Ms. Thomas and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 1198.5 and 1174(d).

Ms. Thomas and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 5_ requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Ms. Thomas and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, work shoes, uniform pants, and parking.

Accordingly, Employer violated IWC Order No. 5 and California Labor Code sections 2800 and 2802.

Ms. Thomas and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Ms. Thomas and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Ms. Thomas and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Ms. Thomas and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Ms. Thomas and Aggrieved Employees for meal period premiums, rest period premiums, and accrued vacation time they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.



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Ms. Thomas and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Therefore, on behalf of the State of California and all Aggrieved Employees, Ms. Thomas may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very Truly Yours,

D. Luke Clapp

Notice provided to Employer via Certified Mail (9590 9402 6252 0265 0280 24)

Cava Mezze Grill, LLC
14 Ridge Square NW, Suite 500
Washington, DC 20016

Notice provided to Employer via Certified Mail (9590 9402 6252 0265 0280 00)

CSC – Lawyers Incorporating Service—Registered Agent for Service of Process for Cava Mezze Grill, LLC
Attn: Becky DeGeorge, Koy Saechao, Nicole Strauss, Jenn Bautista, Rebecca Vang, Alex Jenkins, Wendy Harris, Melissa DeKoven, Kaci Ransom, Annette Kuhlman, Jerome Suarez, Samantha Wiltz, Parid Kurbini
2710 Gateway Oaks Drive
Sacramento, CA 95833

Notice provided to Employer via Certified Mail (9590 9402 6252 0265 0281 16)

Corporation Service Company—Registered Agent for Service of Process for Cava Group, Inc.
251 Little Falls Drive
Wilmington, Delaware 19808

Exhibit 2

Eugene Lawson et. al v. CAVA Mezze Grill, LLC, et. al
LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 24STCV16024

Charity Thomas v. CAVA Mezze Grill, LLC, et. al
LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 24STCV17019

ATTORNEY TASK AND TIME CHART

TASK	PROTECTION LAW GROUP LLP
Investigation and Research / Due Diligence	
Investigation of the Key Facts with a Focus on Class Certification Elements including Adequacy, Typicality, Superiority, and Commonality.	8
Investigation of the Merits of Plaintiff Charity Thomas' ("Plaintiff Thomas") Claims and the Merits of the Claims of other Putative Class Members.	5
Investigation of the Merits of Plaintiff's Private Attorneys General Act ("PAGA") Claim on Behalf of the State of California with Respect to Plaintiff and the Aggrieved Employees	1.5
Investigation of Potential Damages Exposure of Defendants CAVA Mezze Grill, LLC and CAVA Group, Inc. ("Defendants") with Respect to the Damages Sustained by Plaintiff and other Putative Class Members.	4.5
Investigation of Potential Civil Penalties Exposure of Defendants with Respect to Alleged California Labor Code and IWC Wage Order Violations with Respect to Plaintiff and the Aggrieved Employees Pursuant to PAGA	2.8
Legal Research and Analysis of Latest Decisions Regarding Off-the-Clock, Meal and Rest Break, Arbitration Agreements, Representative PAGA Action, Manageability, Class Certification Elements including Adequacy, Typicality, Superiority, and Commonality, and Class Certification in California, Including all New and Relevant DLSE Materials	3.5

Investigation of Defendants, Defendants' Business Relationships, and the Industry or Industries in which Defendants Operate	2.5
Investigation of Defendants' Organizational and Corporate Structure, and Executive Reporting Structure as They Relate to the Employment and Management of the Putative Class Members	2.1
Investigation, Research, and Analysis Regarding Defendants' Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues, to Evaluate Willfulness and Uniformity	2.7
Research and Analysis of Potential Defenses Defendants May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	3.6
Research and Investigation Re: Post- <i>Duran vs. U.S. Bank</i> Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	3
Research and Investigation re Impact of COVID-19 Pandemic on Defendants, their operations, and the putative Class Members	3
Research and Investigation Re other Potential Class/PAGA Actions Against Defendants	4
Prepare a Discovery Strategy Plan of Action, Including Topics of Inquiry Important to Certification, Liability, and Damages/Civil Penalties	8
Meet and Communicate with Plaintiff Charity Thomas Throughout the Pendency of the Case	12.5
Review and Analyze Arbitration Agreement and Research Regarding Defendants' Ability to Enforce Agreement	7.3

Pleadings and Court Filings

Research, Draft, Review, and/or Revise Plaintiff Thomas' Class Action Complaint for Damages and Legal Research and Analysis of All Claims Involved (filed July 9, 2024) (Los Angeles County Superior Court Case No. 24STCV17019)	8
Review Court's Notice of Case Assignment and Instructions for Handling Unlimited Civil Cases (filed July 9, 2024)	0.1
Draft, Prepare, and Review Notice of Posting Jury Fees (filed July 10, 2024)	0.1
Review Court's Minute Order Regarding Newly Filed Class Action (filed August 13, 2024)	0.2
Review Court's Initial Status Conference Order (filed August 13, 2024)	0.3

Research, Draft, Review, and/or Revise Notice of Initial Status Conference (filed on September 30, 2024)	0.3
Research, Draft, Review, and/or Revise Plaintiff Thomas' First Amended Class and Representative Action Complaint adding a Cause of Action for Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved ("FAC") (filed October 8, 2024)	1.8
Review and Analyze Notice of Related Case filed by Defendants (filed on October 9, 2024)	0.3
Review Court's Minute Order Re: Continuing Initial Status Conference, and Clerk's Certificate of Electronic Service (filed October 15, 2024)	0.2
Review Court's Minute Order Re: Notice of Related Case and Clerk's Certificate of Mailing (filed October 21, 2024)	0.2
Review Defendants' Notice of Ruling Regarding Continued Initial Status Conference (filed October 2, 2025)	0.2
Review and Analyze Defendants' Answer to Plaintiff's First Amended Complaint (filed November 12, 2025)	1.7
Research, Draft, Review, and/or Revise Joint Initial Status Conference Statement (filed on January 2, 2025)	1.3
Review Court's Minute Order Re: Initial Status Conference (filed January 8, 2025)	0.1
Review Defendants' Notice of Ruling Re: Initial Status Conference (filed January 10, 2025)	0.1
Review Court's Minute Order Re: Post-Mediation Status Conference (filed May 20, 2025)	0.1
Research, Draft, Review, and/or Revise Plaintiff Thomas' Request to Dismiss Class Claims Without Prejudice; Declaration of Ryan Chuman in Support Thereof; [Proposed] Order (filed June 10, 2025)	1
Court Appearances	
Prepare for and Attend Initial Status Conference Hearing (January 8, 2025)	1.5
Prepare for and Attend Post-Mediation Status Conference Hearing (May 20, 2025)	0.75
Letters, Correspondence and Communications	
Draft PAGA Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Charity Thomas for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on July 9, 2024)	2.9
Draft Correspondence to and Upload Correspondence with California Labor and Workforce Development Agency Re: Plaintiff's Claims for Penalties Under California Labor Code section 2698; Payment of Filing Fees; and Additional Communications	0.3

Meet with, Draft Correspondence to, and Review and Respond to Correspondence from Defendants' Counsel; and Calls and Communications to and from Defendants' Counsel	20.6
Draft Correspondence to and Review and Respond to Correspondence from Mediators and Mediator's Assistants regarding Mediation Scheduling, and Mediation	0.5

Mediation/Settlement

Review and Analyze Information, Data, and Documents Produced by Defendant in advance of Mediation on February 18, 2025, with Abe Melamed, Esq. including amongst other relevant documents employee handbooks, personnel file, sampling of time data, sampling of payroll data.	18.2
Prepare for Mediation, Including Researching Settlement-Related Issues and Merits of Claims, Reviewing and Analyzing Plaintiffs' Mediation Brief and Exhibits thereto; Analyzing Sampling of Time and Payroll Data and preparing Comprehensive Damages Analysis in advance of Mediation on February 18, 2025	11.4
Prepare for, and Attend Mediation with Abe Melamed, Esq. via Zoom (February 18, 2025)	9
Draft, Revise, Negotiate, and Finalize PAGA Settlement Agreement (executed by Plaintiff Thomas and Protection Law Group, LLP on July 3, 2025)	8

Law and Motion

Review and Analyze Notice of Motion and Motion for PAGA Settlement Approval, Declaration of Nikki Trenner In Support Thereof, Declaration of Mary Crawford In Support Thereof, Declaration of Christopher Longley On Behalf of Atticus Administration, LLC, and Proposed Order	3.1
Draft, Review and Finalize: Declaration of Heather Davis In Support of Plaintiffs' Motion for PAGA Approval and Exhibits Thereto; Declaration of Plaintiff Charity Thomas In Support of Plaintiffs' Motion for PAGA Settlement Approval	12.1
Total Hours:	178.35

Exhibit 3

Eugene Lawson et al. v. CAVA Group, Inc. et al.
LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 24STCV16024
Charity Thomas v. CAVE Mezze Grill, LLC et al.
LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 24STCV17019

PROTECTION LAW GROUP LLP - EXPENSE REPORT

Date	Memo	Debit
June 2024 - August 2025	PAGA Filings, Court Filings, Attorney Service Fees and Court Documents	\$ 3,000.75
October 2024 - August 2025	CaseAnywhere	\$ 483.01
February 2025	Orange County Superior Court Document Fees	\$ 7.50
Janauary 2025 - February 2025	Expert Fees	\$ 2,500.00
TOTAL CURRENT COSTS		\$ 5,991.26