

1 JAMIE K. SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
2 NIKKI TRENNER, ESQ. (SBN 316007)
bbrouillette@crosnerlegal.com
3 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
4 **CROSNER LEGAL, PC**
5 9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
6 Tel: (866) 276-7637
Fax: (310) 510-6429
7 Attorneys for Plaintiff MARY CRAWFORD
on behalf of the State of California and all Aggrieved Employees
8 ***Additional Counsel Listed on Next Page***

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 EUGENE LAWSON, MARY CRAWFORD,
13 MCHARITY THOMAS, and MISHIEL
HARRISON, individually and on behalf of
the State of California and all Aggrieved
Employees,

14 Plaintiffs,

15
16 v.

17 CAVA GROUP, INC., a Delaware
18 Corporation; CAVA MEZZE GRILL, LLC,
a Maryland Limited Liability Company;
19 CAVA HOLDING COMPANY; ZOE'S
KITCHEN USA, LLC; and DOES 1-100,
20 inclusive,

21 Defendants.

Case No.: 24STCV16024

**DECLARATION OF ROMAN
OTKUPMAN IN SUPPORT OF MOTION
FOR APPROVAL OF SETTLEMENT
UNDER PRIVATE ATTORNEY'S
GENERAL ACT**

Date: September 23, 2025

Time: 10:30 a.m.

Dept.: SSC-1

1 Robert W. Ottinger (SBN 156825)
2 Lynsey D. Johnson (SBN 314287)
3 **THE OTTINGER FIRM, P.C.**
4 535 Mission Street
5 San Francisco, CA 94105
6 robert@ottingerlaw.com
7 lynsey@ottingerlaw.com
8 Tel: 415-262-0096
9 Fax: 212-571-0505
10 Attorneys for Plaintiff EUGENE LAWSON

11 HEATHER DAVIS, SBN 239372
12 heather@protectionlawgroup.com
13 RYAN T. CHUMAN, SBN 300695
14 ryanc@protectionlawgroup.com
15 ARNEL O. TAN, SBN 272428
16 arnel@protectionlawgroup.com
17 JOSEPH MARSHALL, SBN 354066
18 joe@protectionlawgroup.com
19 **PROTECTION LAW GROUP, LLP**
20 149 Sheldon Street
21 El Segundo, California 90245
22 Telephone: (424) 290-3095
23 Facsimile: (866) 264-7880
24 Attorneys for Plaintiff CHARITY THOMAS

25 Roman Otkupman, CSBN 249423
26 Roman@OLFLA.com
27 Nidah Farishta, CSBN 312360
28 Nidah@OLFLA.com
29 **OTKUPMAN LAW FIRM, A LAW CORPORATION**
30 5743 Corsa Ave., Suite 123,
31 Westlake Village, CA 91362
32 Telephone: (818) 293-5623
33 Facsimile: (888) 850-1310
34 Attorneys for Plaintiff MISHIEL HARRISON

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. I am an attorney duly admitted to the practice of law in the State of California. I am a principal of Otkupman Law Firm, A Law Corporation, and counsel for Plaintiff Mishiel Harrison, as well as proposed PAGA Counsel in this action. I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could and would do so competently.

2. I make this declaration in support of Plaintiffs' Unopposed Motion for Approval of PAGA Settlement.

3. I obtained my Bachelor's degree from the University of California at Los Angeles in 2003. I majored in Economics at the Anderson School of Business and obtained a Minor in Slavic Languages.

4. Thereafter, I attended the Thomas Jefferson School of Law, where I focused on studies on Employment law and related litigation. After completing my first year of legal studies, I secured an externship at the Equal Employment Opportunity Commission (“EEOC”), where I worked under the Supervisory Administrative Judge, Larry A. Abrams. While at EEOC, I evaluated the merits of federal employment discrimination claims and recommended dispositions. I further reviewed motions, researched case law, prepared summaries of arguments, and assisted in the preparation of court rulings on summary judgments, motions to compel, and motion to strike decisions. Furthermore, I attended numerous conferences, hearings, and trials pertaining to employee complaints.

5. Thereafter, I volunteered at the Employee Rights Center of San Diego where I informed numerous employees about their options and legal avenues in wage and hour and/or employment discrimination disputes.

6. Otkupman Law Firm, ALC prosecutes wage and hour cases on behalf of the employees whose rights have been violated. Otkupman Law Firm, either on its own or with co-counsel is currently serving as Plaintiff's counsel of record in dozens of wage and hour and employment class action cases pending in both state and federal court.

7. Otkupman Law Firm, ALC has successfully litigated and resolved numerous wage and hour class actions involving failure to pay wages, wage statement violations and derivative Labor

1 Code claims and penalties. See, *Barrios v. Freeway*, Superior Court of California County of
2 Sacramento, Case No. 34-2015-00183162-CU-OE-GDS; *Hernandez v. CoWorx*, Superior Court of
3 California, County of San Joaquin, Case No. 39-2015-0032567-CU-OE-STK; *Sigourney Esh v.*
4 *Be.Group*, Superior Court of California, County of San Diego, Case No. 37-2014-00006162-CU-OE-
5 NC; *Pakiza A. Ali v. Rainbow USA Inc.*, Superior Court of California, County of San Joaquin, Case
6 No. 39-2015-00320655-CU-OE-STK; *Rosie Orta v. Walgreen Co.*, Superior Court of California,
7 County of Los Angeles, Case No. BC530605; *Jennifer Underwood v. Payroll Direct, Inc.*, Superior
8 Court of California, County of Merced, Case No. 15CV-03112; *Jeremiah Putnam v. Sagar Diner,*
9 *Inc.*, Superior Court of California, County of Merced, Case No. SCV011040; *Amanda Maniord v.*
10 *Hue & Cry, Inc.*, Superior Court of California, County of Shasta, Case No. 182115; *Andrew Mojica*
11 *v. Dedicated Fleet Systems Inc., and Osterkamp Transportation Group*, Superior Court of California,
12 County of Los Angeles, Central Civil West, Case No. BC621739; *Holly Pinheiro v. Stanton Optical*
13 *Florida LLC, Vision Precision Holdings, LLC*, Superior Court of California, County of San Joaquin,
14 Case No. 39-2015-00323663-CU-OE-STK; *Jared Sewell v. Gary D Nelson Associates Inc.*, Superior
15 Court of California, County of Sonoma, Case No. SCV 254929; *David Jimenez v. Modern Interiors,*
16 *Superior Court of California, County of Los Angeles*, Case No. BC549815; *Patricia Mosley v. Shields*
17 *for Families*, Superior Court of California, County of Los Angeles, Case No. BC590656; *Teri Parker*
18 *v. Toms Sierra Co, Inc.*, Superior Court of California, County of Placer, Case No. SCV0036376.

18 8. Upon becoming a member of the bar, I worked at a boutique employment firm
19 specializing in defense of multi-plaintiff and single plaintiff defense of wage and hour claims as well
20 as other various employment claims. There, I was involved in numerous wage and hour actions as
21 well as employment discrimination lawsuits including but not limited to: violation of Labor Code
22 226, failure to pay overtime, PAGA claims Labor Code 2699 *et seq.*, sexual harassment, gender
23 discrimination, racial discrimination, intentional infliction of emotional distress, breach of contract,
24 conspiracy, breach of good faith and fair dealing, disability discrimination and failure to
25 accommodate, as well as Labor Code Section 132 (a) claims under worker's compensation law.

26 9. I have written numerous articles on various wage and hour and related employment
27 litigation issues, three of which were published in recent years¹.

28 ¹ 1. Employment Equality in the Workplace – Published in the Valley Lawyer Magazine October 2010 issue.

2. Applying Cat's Paw Theory to Discrimination Cases - Published in the Valley Lawyer Magazine August 2011 issue.

1 10. Based on my own investigation and evaluation, I am of the opinion that the Settlement,
2 its allocation among Aggrieved Employees, and the recovery for each Aggrieved Employee, is fair
3 and reasonable. I believe I have a strong understanding of the trends in both the likelihood of
4 certification of wage and hour and PAGA cases and the value of settlements of cases such as this one.

5 11. My opinion takes into consideration, the amounts received in other similar
6 representative actions, which I have litigated and/or am familiar with, the risks inherent in litigation
7 of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the amount
8 received in the settlement. Based on that knowledge, I am of the opinion the settlement is fair,
9 reasonable and adequate and is in the best interests of the Aggrieved Employees.

10 **Background of the Case and Relevant Procedural History**

11 12. On May 30, 2024, my office, on behalf of Plaintiff Mishiel Harrison sent a PAGA
12 Letter to the Labor Workforce and Development Agency ("LWDA"), with a copy to Defendant.
13 Plaintiff Harrison's PAGA Letter is attached hereto as **Exhibit 1**.

14 13. On June 28, 2024, Plaintiff Harrison filed a wage and hour Class Action Complaint
15 against Defendant. On August 6, 2024, Plaintiff Harrison filed a First Amended Complaint adding
16 one cause of action under the PAGA and seeking monetary penalties for alleged violations of the
17 California Labor Code.

18 14. On June 10, 2025, a First Amended Complaint (the "Operative Complaint") was filed
19 in *Eugene Lawson v. Cava Mezze Grill, LLC, et al.*, Los Angeles County Superior Court Case No.
20 24STCV16024, consolidating all matters and including all other Plaintiffs and their allegations.

21 15. The Parties proceeded to exchange extensive documents and information that allowed
22 both sides to thoroughly evaluate the potential exposure and potential risk, such as a review of
23 Defendant's policies and procedures related to the claims alleged and time and pay records, among
24 others. Specifically, Defendants provided Plaintiffs with information including, inter alia, Plaintiffs'
25 personnel files, the number of potential Aggrieved Employees, the number of aggregate pay periods,
26 pay stubs and time records for a sampling of about 20% of the Aggrieved Employees, and relevant
27 policies regarding Defendants' time keeping and reporting policies and meal and rest break policies.
28 During this process, PAGA Counsel analyzed, researched, and investigated the potential issues,

3. ADR in the Employment Arena – Published In the Valley Lawyer Magazine issue June 2012 issue.

1 including matters related to the calculation of PAGA damages, trial management, and appellate issues
2 and risks.

3 16. Following extensive discovery and investigation, the Parties participated in an all-day
4 mediation presided over by mediator Abe Melamed in February of 2025, and reached a settlement of
5 all claims, which is memorialized in the Parties' PAGA Settlement Agreement.

6 17. The Parties have conducted a thorough investigation into the facts of the Action,
7 including exchanging information and documents relating to the PAGA Representative Claims.
8 Based on the foregoing data and on my own independent investigation and evaluation, I am of the
9 opinion that the settlement with Defendant for the consideration and on the terms set forth in the
10 Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the LWDA and
11 the Aggrieved Employees in light of all known facts and circumstances, including the risk of
12 significant delay, uncertainty associated with litigation, various defenses asserted by Defendant, and
13 numerous potential appellate issues.

14 18. From the beginning, Defendant has contested the merits of this Action, the
15 manageability of the case at trial, and Plaintiffs' ability to prove a violation in each pay period for
16 each Aggrieved Employee among other defenses and contentions it made challenging the propriety
17 of this Action. Defendant further contended that, even assuming there was a finding supporting the
18 imposition of PAGA penalties, the Court would likely exercise its discretion to substantially reduce
19 any such penalties owed based on an alleged good faith attempt to comply with the Labor Code
20 obligations by Defendant. Notwithstanding its agreement to settle the matter, Defendant believes the
21 practices Plaintiffs are contending are either unlawful or do not exist or, to the extent they do exist,
22 fully comply with all state and federal employment laws with respect to Plaintiffs and all Aggrieved
23 Employees.

24 19. Based on the expected testimony from Plaintiffs and the Aggrieved Employees, a
25 review of Defendant's policies and procedures and other documents relating to the alleged claims,
26 information on the number of Aggrieved Employees and PAGA Pay Periods, the payroll data, the
27 scope of the potential penalties in light of the claims alleged, the Court's statutorily authorized
28 discretion to reduce any penalties assessed, and the negotiations that have taken place, I am convinced
that the proposed settlement is in the best interest of Plaintiffs, the Aggrieved Employees affected by

1 the Agreement, and the LWDA. The length and risks of trial and other normal perils of complex
2 litigation that impact the value of the claims were also considered and weighed in reaching the
3 proposed settlement. In addition, I carefully considered the difficulties of complex litigation, and the
4 lengthy process of establishing specific damages and various possible delays and appeals in agreeing
5 to the proposed settlement. I further considered the fact that penalties under the PAGA could be
6 substantially cut at the discretion of the Court even if Plaintiffs were successful on proving those
7 claims and there was risk that a Court could find no willfulness in the failure to pay wages at
8 separation, which would eliminate the value of the waiting time penalty entirely. Overall, I believe it
9 is more beneficial to secure a guaranteed benefit to Plaintiffs, the Aggrieved Employees, and the
10 LWDA now rather than to proceed with litigation and potentially obtain zero funds due to legal or
11 factual issues.

12 20. Based on the extensive documentation and data provided by Defendant, and through
13 Plaintiffs' investigation, Plaintiffs believe that the Aggrieved Employees were subject to similar
14 policies and practices that were allegedly violative of California wage and hour laws.

15 21. After conducting significant discovery and investigation which allowed both sides to
16 evaluate the potential exposure and risk, such as a review of Defendant's employee handbook,
17 policies and procedures related to the claims alleged in the Complaint, and time and pay records
18 analyzed by PAGA Counsel, the Parties participated in an all-day mediation session and ultimately
19 reached an agreement as to terms memorialized in the Settlement Agreement.

20 **Plaintiff's Counsel's Attorney's Fees and Costs**

21 22. The Parties have agreed that PAGA Counsel will seek no more than \$283,333.33 (i.e.,
22 one-third of the Gross Settlement Amount) in attorneys' fees. This agreement is fully disclosed in the
23 Settlement Agreement. My firm's time records for services performed in this case are attached hereto
24 as **Exhibit 2**.

25 23. The requested fee is fair compensation for undertaking complex, risky, expensive, and
26 time-consuming litigation on a contingent fee basis, especially in light of the benefits achieved by
27 Plaintiff's counsel for the Aggrieved Employees. My office diligently litigated and investigated the
28 case.

24. My firm has worked no less than 70.7 hours on the matter. My firm's fees from the

inception to completion of this matter are no less than \$67,165.00.

25. While I work exclusively on a contingency fee basis, I charge a rate of \$950.00 per hour when the award of fees is considered. My charge rate is commensurate with the market rates in Los Angeles for attorneys of comparable experience and skill handling complex litigation, based on my 18 years of experience, qualifications, and expertise. My hourly rates are reasonable in light of my significant experience, expertise, and skill. Rates are reasonable if they are “within the range of reasonable rates charged by and judicially awarded comparable attorneys for comparable work.” *Children’s Hosp. and Med. Ctr. v. Bonta* (2002) 97 Cal.App.4th 740, 783. The established standard when determining a reasonably hourly rate is the “rate prevailing in the community for similar work performed by attorneys of comparable skill, experience, and reputation.” *Camacho v. Bridgeport Fin., Inc.* (9th Cir. 2008) 523 F.3d 973, 979 (*quoting Barjon v. Dalton* (9th Cir. 1997) 132 F.3d 496, 501). This rule also applies to attorneys that have performed work on a contingent fee basis. (*See e.g., Robertson v. Fleetwood Travel Trailers* (2006) 144 Cal.App.4th 785, 818.) The attorneys at Otkupman Law Firm, A Law Corporation specialize in employment law and have substantial experience in wage and hour litigation.

26. My firm has incurred out-of-pocket expenses to date amounting to \$1,678.35. These costs were reasonably incurred in prosecuting this action on behalf of the Aggrieved Employees. Attached hereto as **Exhibit 3** is a true and correct copy of my firm's costs incurred to date.

No Conflicts of Interest

27. As a result of my prior experience as PAGA counsel in other actions, I am fully aware of the responsibilities I owe. Finally, I am not aware of any conflict of interest between myself, on the one hand, and Plaintiffs or any other Aggrieved Employee of the State of California, on the other hand, which would interfere with my duties as Counsel or impede on my representation of the Aggrieved Employees.

///

///

///

///

///

1 28. For all the reasons provided above, I respectfully request that this Court enter an Order
2 approving the PAGA Representative Action Settlement.

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

5 Executed this 29th day of August 2025, at Westlake Village, California.

6
7 

8 _____
9 Roman Otkupman
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

May 30, 2024

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

CAVA Mezze Grill, LLC
14 Ridge Square NW, Suite 500
Washington, DC 20016
Defendant certified mail # 7022 1670 0001 4771 4182

VIA CERTIFIED MAIL

Agent for Service of Process
Becky DeGeorge
2710 Gateway Oaks Drive
Sacramento, CA 95833
Agent certified mail # 7022 1670 0001 4771 4199

VIA CERTIFIED MAIL

CAVA
6200 W. Sunset Blvd.
Los Angeles, CA 90028
Defendant certified mail # 7022 1670 0001 4771 4205

Re: ***Mishiel Harrison v. CAVA Mezze Grill, LLC, CAVA – Labor Code Violations of CAVA Mezze Grill, LLC, CAVA – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Mishiel Harrison (“Plaintiff”), a former California employee of CAVA Mezze Grill, LLC, CAVA (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client worked for Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and Defendant’s other California non-exempt employees.

Plaintiff began working for Defendant in or around February 17, 2024. While working for Defendant as a Grill Cook, Plaintiff was earning (\$19.50) per hour.

Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendant failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff and Defendants' California employees were required to work off the clock for Defendant. Defendant routinely made Plaintiff and its California employees wait in line for the timeclock to become available. The time spent waiting in line took Plaintiff on the average of 5 minutes to complete. Moreover, Plaintiff and Defendant California employees were asked to perform tasks prior to clocking in without being compensated for it. It took Plaintiff on the average of 5 minutes to complete these tasks. Specifically, Plaintiff and Defendant's California employees were instructed to work for approximately 5-6 minutes after they had clocked out to wait for the manager to input their employee ID number before they could leave. These excess hours were not recorded on our client's and Defendants' California employees wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Plaintiff and Defendant's California employees claim that Defendant engaged in "time-shaving." This essentially means that the Defendant underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section 1194(a).

Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours

worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Defendant failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant's California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendant's failure to pay all overtime wages due. Since the wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff's worked hours, due to time-shaving, these violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendant's California employees.

Defendant knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendant, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendant paid her and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendant's failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendant failed to reimburse Plaintiff and Defendant's California employees for the equipment they purchased to perform work for Defendant such as a kitchen supplies such as a grill brick. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Defendant also failed to reimburse Plaintiff and its California employees for their uniform maintenance. Defendant further failed to reimburse Plaintiff and its California employees for necessary business expenses incurred on delivery routes including, but not limited to, lodging and meals. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's

California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Defendant failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1). “COVID-19” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant’s California employees, directly after the onset of COVID, were required to partake in mandatory temperature and health checks, but these activities were not enforced or practiced quickly after the onset of COVID and when COVID was still a health risk to the employees. Plaintiff and Defendant’s California employees were also required to provide their own masks at the workplace. As a result of these practices, Defendant have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlines above. Defendant are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

Defendant failed to pay all wages earned to Plaintiff and Defendant’s California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant’s California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendant is liable under Labor Code § 210 for failure to pay wages as required by law.

We invite Defendant or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to read 'Roman Otkupman', is written over a horizontal line. The signature is stylized with a large, sweeping 'R'.

ROMAN OTKUPMAN

EXHIBIT 2

Summary Report

Time - Mishiel Harrison

[Print](#) - [Close Window](#)

Year	Month	Project	Rate	Hours	Amount
2024	May	Roman Otkupman	\$950.00	21.20	\$20,140.00
Total for May 2024				21.20	\$20,140.00
2024	Jun	Roman Otkupman	\$950.00	4.00	\$3,800.00
Total for June 2024				4.00	\$3,800.00
2024	Jul	Roman Otkupman	\$950.00	0.30	\$285.00
Total for July 2024				0.30	\$285.00
2024	Aug	Roman Otkupman	\$950.00	3.20	\$3,040.00
Total for August 2024				3.20	\$3,040.00
2024	Sep	Roman Otkupman	\$950.00	0.50	\$475.00
Total for September 2024				0.50	\$475.00
2024	Oct	Roman Otkupman	\$950.00	1.60	\$1,520.00
Total for October 2024				1.60	\$1,520.00
Grand Total for 2024				30.80	\$29,260.00
2025	Jan	Roman Otkupman	\$950.00	0.40	\$380.00
Total for January 2025				0.40	\$380.00
2025	Feb	Roman Otkupman	\$950.00	21.00	\$19,950.00
Total for February 2025				21.00	\$19,950.00
2025	Apr	Roman Otkupman	\$950.00	0.60	\$570.00
Total for April 2025				0.60	\$570.00
2025	Jun	Roman Otkupman	\$950.00	2.90	\$2,755.00
Total for June 2025				2.90	\$2,755.00
2025	Jul	Roman Otkupman	\$950.00	4.50	\$4,275.00
Total for July 2025				4.50	\$4,275.00
2025	Aug	Roman Otkupman	\$950.00	10.50	\$9,975.00
Total for August 2025				10.50	\$9,975.00
Grand Total for 2025				39.90	\$37,905.00
Grand	Total	Roman Otkupman	\$950.00	70.70	\$67,165.00
Grand Total for All				70.70	\$67,165.00

EXHIBIT 3

Mishiel Harrison v. CAVA Mezze Grill, LLC

Counsel's Costs

EXPENSE CATEGORY

EXPENSE

Filing Fee	\$1,507.31
PAGA Filing Fees	\$75
Filing Fees	\$71.44
Postage/Fedex Charges	\$24
Photocopy/ Printing Charges	\$0.60
Total Expenses	\$1,678.35