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*Attorneys for Plaintiff,
PETE KASPER*

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

PETE KASPER, an individual, and on behalf
of all aggrieved employees

Plaintiff,

vs.

DAVENPORT HARBOR ROOM LLC, a
California corporation; SCOTT B.
DAVENPORT, an individual; and DOES 1
through 50 inclusive

Defendants.

Case No. 24STCV21453

Hon. Stephen P. Pfahler, Dept. 68

**DECLARATION OF CALVIN A.
MARSHALL IN SUPPORT OF COURT
APPROVAL OF PAGA SETTLEMENT
BY STIPULATION AND ORDER**

Complaint filed: August 22, 2024
Trial Date: None Set

I, Calvin A. Marshall, declare:

1. I am an attorney, licensed to practice in the State of California. Unless the context indicates otherwise, I have personal knowledge of the facts stated in this declaration, know them to be true, and could and would testify to those facts if called as a witness.

2. I am attorney for Plaintiff Pete Kasper ("Plaintiff") in the above-captioned matter.

1 3. Attached to this declaration as Exhibit A is a true and correct copy of the
2 parties' fully executed Representative Action Settlement Agreement and Release.

3 4. Prior to and after the filing of the Complaint in this action, the parties
4 engaged in informal discovery with respect to the PAGA claims and Defendants' financial
5 condition.

6 5. Plaintiff's counsel have ascertained through informal discovery that, between
7 March 26, 2023, through June 25, 2024, and including Plaintiff, there are only ten (10)
8 potential aggrieved employees of Defendants who worked a total of only 173 pay periods.
9 Additional aggrieved employees from between June 25, 2024, and the requested approval
10 of the PAGA settlement will be negligible.

11 6. From prior experience, the cost of administering the PAGA settlement by a
12 professional claims administrator would likely exceed \$5,000.00. This would be cost
13 prohibitive considering the total representative settlement amount of \$10,000 and the total
14 of only ten (10) potentially aggrieved employees. Accordingly, the parties have agreed that
15 Plaintiff's counsel will administer the settlement. Plaintiff's counsel will administer the
16 settlement at no charge to the State or aggrieved employees, excepting out of pocket hard
17 costs for postage and mailings.

18 7. In negotiating the settlement submitted to this court for approval, Plaintiff
19 and his counsel have considered Defendants' defenses to the PAGA claims the relative time
20 and expense of continuing to prosecute this litigation in light of the small number of
21 potentially aggrieved employees. Plaintiff has also considered Defendants' stated intentions
22 to file bankruptcy, should this matter not be resolved. Defendants provided Plaintiff a
23 "Bankruptcy Evaluation/Analysis" which asserted that unsecured creditors would receive
24 little to nothing if Defendants filed bankruptcy.

25 8. Plaintiff has viable [yet presently unasserted] claims for wrongful
26 termination. Plaintiff also asserted individual wage-and-hour violations in the complaint.
27 Plaintiff has settled those claims with Defendants under the terms of a confidential
28 settlement agreement.

1 9. Mr. David. R. Greifinger has spent 2.8 hours investigating and litigating both
2 the individual and PAGA claims in this case. His hourly rate is \$725. I have spent 51.1
3 hours investigating and litigating both the individual and PAGA claims in this case. My
4 hourly rate is \$650. Mr. Greifinger's lodestar to date is \$2,030.00 and my lodestar to date is
5 \$33,215.00. The total lodestar for investigating and litigating both the individual and
6 PAGA claims in this case is \$35,245.00. \$3,700.72 in lodestar is allocated to the litigation
7 of the PAGA claims, as a proportion of the PAGA settlement value to the total PAGA and
8 individual settlement values.

9 10. Plaintiff's Counsel have incurred \$3,149.10 in expenses litigating both the
10 individual and PAGA claims in this case. \$330.65 in expenses is allocated to the litigation
11 of the PAGA claims, as a proportion of the PAGA settlement value to the total PAGA and
12 individual settlement values. It should be noted; however, that the majority of the expenses
13 in this matter, including a professional damages model, were related to the PAGA claims.

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

16 DATED: November 26, 2024

17 
18 Calvin A. Marshall

EXHIBIT A

REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

THIS REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Settlement Agreement") is entered into and effective upon its execution by all parties hereto, subject to Court approval. It is entered into by and between Plaintiff Pete Kasper (the "Representative Plaintiff") as a proxy for California's Labor & Workforce Development Agency ("LWDA"), on the one hand, and Defendants Davenport Harbor Room LLC and Scott B. Davenport ("Defendants"), on the other hand, with reference to the recitals and provisions set forth below.

RECITALS

A. On August 22, 2024, the Representative Plaintiff filed an action in the Superior Court of California, County of Los Angeles (the "Lawsuit") against Defendants Davenport Harbor Room LLC and Scott B. Davenport (Case No. 24STCV21453). The Representative Plaintiff pled the following claims on behalf of himself: (1) Failure to Pay Overtime Compensation and Liquidated Damages; (2) Failure to Pay Minimum Wages and Liquidated Damages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Wage Statements and Maintain Accurate Payroll Records; (6) Failure to Provide Adequate Seating; (7) Failure to Pay Wages Upon Termination of Employment; (8) Violation of Labor Code Section 558; and (9) Unfair Competition. The Representative Plaintiff also asserted wrongful termination and other claims under the Fair Employment and Housing Act but had not yet included those claims in any action.

B. The Representative Plaintiff also included a cause of action for penalties pursuant to the Private Attorneys General Act ("PAGA") on behalf of himself and all other individuals who are or were employed by Defendants as non-exempt employees in California from at least March 26, 2023 (the "Allegedly Aggrieved Employees"). The Representative Plaintiff sought penalties on behalf of himself and other Allegedly Aggrieved Employees for: (1) Failure to Pay Overtime Compensation and Liquidated Damages; (2) Failure to Pay Minimum Wages and Liquidated Damages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Wage Statements and Maintain Accurate Payroll Records; (6) Failure to Provide Adequate Seating; (7) Failure to Pay Wages Upon Termination of Employment; (8) Violation of Labor Code Section 558; and (9) Unfair Competition.

C. Defendants deny each and every allegation by the Representative Plaintiff and further deny that the Lawsuit can be tried in a manageable manner that comports with due process.

D. The Representative Plaintiff is represented in the Lawsuit by the following law firm ("Representative Plaintiff's Counsel"):

**David R. Greifinger, Esq.
Calvin A. Marshall, Esq.
Law Offices of David R. Greifinger
15515 W. Sunset Blvd., Unit 214
Pacific Palisades, CA 90272**

E. Defendants are represented in the Lawsuit by:

**Ryan M. Kroll, Esq.
Solomon, Saltsman & Jamieson
426 Culver Blvd.
Playa del Rey, CA 90293**

F. The Representative Plaintiff and Defendants (collectively the "Parties") have conducted informal investigation and discovery in connection with the claims asserted in the Lawsuit. The parties' investigation has enabled Representative Plaintiff's Counsel to evaluate the merits and value the case for settlement purposes.

G. Each Defendant has denied and continues to deny each of the claims and contentions asserted against it in the Lawsuit. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, is or may be construed or used in the Lawsuit or in any other action or proceeding (including any related proceedings) as an admission, concession or indication by or against either Defendant of any fault, wrongdoing or liability whatsoever.

H. It is the intention of the parties to this Settlement Agreement to settle and dispose of, fully and completely, any and all claims, demands, and causes of action that are, or could have been, set forth in the Lawsuit by the Representative Plaintiff.

PROVISIONS

1. COOPERATION BY THE PARTIES

The parties to this Settlement Agreement and their counsel agree to cooperate fully with each other to promptly execute all documents and take all steps necessary to effectuate the terms and conditions of this Settlement Agreement.

2. APPOINTMENT OF SETTLEMENT ADMINISTRATOR

The parties will stipulate to and seek the Court's order appointing Representative Plaintiff's Counsel to act as the settlement administrator (the "Settlement Administrator") for purposes of this settlement. The Settlement Administrator shall be responsible for performing all necessary administration duties that shall include, without limitation, the mailing of all settlement checks and tax forms to the LWDA, Allegedly Aggrieved Employees, the Representative Plaintiff, and tax authorities. If Representative Plaintiff's Counsel is approved as the Settlement Administrator, Representative Plaintiff's Counsel shall perform the duty of Settlement Administrator at no cost to the Allegedly Aggrieved Employees and LWDA, excepting reasonable out of pocket costs for mailing, printing, checks, etc. Those reasonable out of pocket costs shall be the entirety of the "fees and expenses of the Settlement Administrator," as discussed throughout this Settlement Agreement, to Representative Plaintiff's Counsel.

3. APPLICABLE SETTLEMENT PERIOD

The "Settlement Period" is March 26, 2023, up through and including the date on which the presiding Court approves this Settlement Agreement.

4. ALLEGEDLY AGGRIEVED EMPLOYEES

For purposes of this settlement only, the parties agree that the "Allegedly Aggrieved Employees" are all individuals who are or were employed by Defendant as non-exempt employees in California at any time during the Settlement Period. Defendant estimates that there are 10 Allegedly Aggrieved Employees, who worked an estimated 173 total pay periods from March 26, 2023 through June 25, 2024.

5. SETTLEMENT CONSIDERATION

In consideration for the releases and dismissals set forth in this Settlement Agreement, Defendants agree to: (a) the payments to the Allegedly Aggrieved Employees and the LWDA pursuant to the payment procedures described herein; (b) the payment of attorneys' fees and costs, as set forth herein to the extent awarded by the Court; and (c) the administration costs of the Settlement Administrator, as set forth hereinafter.

(a) "Gross Settlement Amount" To Be Paid By Defendant

The "Gross Settlement Amount" to be paid by Defendants is the sole total sum of \$10,000.00. This constitutes the maximum aggregate payment by Defendants under this Settlement Agreement and shall be "all inclusive," including: all payments to the Allegedly Aggrieved Employees and the LWDA, respectively; attorneys' fees and costs of Representative Plaintiff's Counsel, as approved by the Court; the fees and expenses of the Settlement Administrator in connection with settlement administration, as approved by the Court; the incentive payment to the Representative Plaintiff, as approved by the Court; and all other settlement-related payments and costs. Under no circumstances will Defendants' aggregate liability for payments under this Settlement Agreement exceed the Gross Settlement Amount. The Gross Settlement Amount shall be sent to the Settlement Administrator within court five (5) days of Defendant's counsel receiving notice of the approval of this Settlement Agreement by the Court. The payment shall be made to "David Greifinger Attorney at Law Client Trust Account" and delivered to Plaintiff's counsel via U.S. Priority Mail or similar express mailing services with tracking to 15515 West Sunset Blvd., No. 214, Pacific Palisades, CA 90272. Plaintiff's counsel will retain the Gross Settlement Amount in its trust account and will not disburse any of the Gross Settlement Amount until after the date on which the time to challenge any aspect of this settlement by appeal has lapsed, provided that no such appeal has been filed (regardless of whether any objections to the settlement were made). If any such appeal is filed, Plaintiff's counsel will retain the Gross Settlement Amount in its trust account and will not disburse any of the Gross Settlement Amount until after a final resolution of all appeals that result in the upholding of the Parties' settlement. The date defined and determined by this paragraph shall be called the "Effective Date."

(b) Attorneys' Fees And Costs

Defendants understand that Representative Plaintiff's Counsel will file an application for an award of attorneys' fees in an amount not to exceed Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents \$3,333.33 (i.e., 33 1/3% of the Gross Settlement Amount) and up to \$1,669.49 for reimbursement of an apportioned amount of actual costs and expenses of litigating the Lawsuit (together, "Attorneys' Fees and Costs"). Defendants agree not to object to such application up to such amount. Any such attorneys' fees and costs approved by the Court shall be paid from the Gross Settlement Amount and not in addition to the Gross Settlement Amount. If the Court awards attorneys' fees in an amount that is less than 33 1/3% of the Gross Settlement Amount, then the difference between 33 1/3% of the Gross Settlement Amount and the amount of attorneys' fees actually awarded by the Court shall become part of the Net Settlement Amount (as defined below).

6. ALLOCATIONS AND CALCULATIONS

(a) Settlement Administrator's Role

The Settlement Administrator shall calculate amounts to be paid to the Allegedly Aggrieved Employees and the LWDA, respectively, as provided below. The Settlement Administrator also shall pay all settlement proceeds out of a qualified settlement fund, on a confidential basis, and issue IRS tax forms, as necessary.

(b) Net Settlement Amount And Payment to the LWDA

The Gross Settlement Amount less: (i) attorney's fees and costs to Representative Plaintiff's Counsel, and (ii) administration costs of the Settlement Administrator, shall constitute the "Net Settlement Amount." Seventy-five percent of the Net Settlement Amount shall be paid to the LWDA and the remaining 25% shall be paid to the Allegedly Aggrieved Employees based on their relative employment tenure with Defendants (in workweeks). Allegedly Aggrieved Employees shall not be required to submit a claim form to receive their respective shares. The total and individual number of workweeks worked by Allegedly Aggrieved Employees during the Settlement Period shall be calculated according to Defendants' payroll records.

(c) Tax Treatment

The entirety of each settlement payment paid to each Allegedly Aggrieved Employee will be attributable to alleged penalties, which will be reported to the IRS on Form 1099, as necessary.

7. ADMINISTRATION OF GROSS SETTLEMENT AMOUNT

(a) List of Allegedly Aggrieved Employees

Within five (5) court days after Defendant's counsel receipt of notice of settlement approval, Defendant shall provide to the Settlement Administrator information constituting a list of Allegedly Aggrieved Employees showing the name, social security number, last known address, and last known telephone number (if available) of each Allegedly Aggrieved Employee. Such information

shall also include the number of weeks each Allegedly Aggrieved Employee was employed by Defendant during the Settlement Period.

(b) Address Verification Procedures

The Settlement Administrator will perform one re-mailing as to any payments that are returned by the post office for invalid addresses within fifteen (15) calendar days of its receipt of such returned payment and will re-mail the payment to an updated address (if any). The parties intend that reasonable, but not extraordinary, means be used to locate Allegedly Aggrieved Employees. If no other address is found, no further action is required.

(c) Settlement Administrator's Calculations

The Settlement Administrator shall calculate the amounts to be paid to the Allegedly Aggrieved Employees from the Net Settlement Amount in accordance with the terms and provisions of this Settlement Agreement. Defendant's counsel will provide Representative Plaintiff's Counsel all data necessary for such determinations. All of the fees and expenses of the Settlement Administrator in connection with printing, issuing and/or mailing settlement payments shall be considered settlement administration expenses and shall be paid from the Gross Settlement Amount, as provided herein. The Court shall retain jurisdiction over the correctness of such calculations and the amount of payments due, and the parties shall submit any disagreements regarding these issues to the Court for determination.

(d) Disbursement Of Payments

Payments to Allegedly Aggrieved Employees, payment to Representative Plaintiff's Counsel for Court-approved attorneys' fees and costs, and payment to the Settlement Administrator for all settlement administration expenses shall be made no later than thirty (30) days after the "Effective Date." Settlement Payment Explanation

The settlement payment to the Allegedly Aggrieved Employees shall include a brief description that the payment is the Allegedly Aggrieved Employee's share of a lawsuit resolving the instant claims in a form substantially similar to that attached hereto as Exhibit A. Exhibit A is hereby incorporated by reference as though set forth fully herein and is a material part of this Settlement Agreement. Notwithstanding the foregoing, insubstantial changes to the attached exhibit shall not invalidate the Settlement Agreement.

(f) Escheat

Settlement checks mailed to Allegedly Aggrieved Employees and the LWDA shall be valid for a period of one hundred eighty (180) calendar days from the date of issuance. At the end of the 180-day period, the Settlement Administrator shall cause the funds represented by any un-cashed checks to be transmitted to the State of California Unclaimed Property Fund, in the name of the intended beneficiaries of the checks.

(g) Payment Of Settlement Funds Will Not Be Considered By Defendants As Having Any Effect On Any Employee Benefit Plan and Similar Plans

The payment to any individual Allegedly Aggrieved Employee as provided for in this Settlement Agreement is not and shall not be deemed by either Defendant to constitute an addition to, a modification of, or a change in any previously credited hours of service, compensation and/or wages under any employee benefit plan, employment policy, or stock option plan of or sponsored by either Defendant or any of its present or former parent corporations or affiliates or any jointly trusted benefit plans. Any such payment to any Allegedly Aggrieved Employee shall not be considered by either Defendant to form the basis for additional contributions to, additional benefits under, or any other additional entitlements under any employee benefit plan, employment policy, or stock option plan of or sponsored by either Defendant or any of its present or former parent corporations or affiliates or any jointly trusted benefit plans. Each Defendant and each of its present and former parent corporations and affiliates retain the right to modify and/or amend the language of their employee benefit plans, employment policies, and stock option plans, and to seek to have modified and/or amended the language of any jointly trusted benefit plans, to make clear that any amounts paid as a result of this Settlement Agreement are not considered by either Defendant as compensation or wages, or payments for "hours worked," as defined by the applicable plans and policies, and that no additional contributions or benefits will be provided by either Defendant by reason of the settlement.

(h) No Claims Against The Parties, Their Counsel, Or The Settlement Administrator

No person shall have any claim against Defendants, Defendants' counsel, the Representative Plaintiff, Representative Plaintiff's Counsel, or the Settlement Administrator based on distributions and payments made in accordance with this Settlement Agreement.

8. RELEASED CLAIMS

(a) Release

As of the "Effective Date" the Representative Plaintiff and all Allegedly Aggrieved Employees release Defendants (*i.e.*, Davenport Harbor Room LLC and Scott B. Davenport) and each of their past, present and future owners, stockholders, all present and former parent corporations, related or affiliated companies, subsidiaries, officers, directors, members, managers, shareholders, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers and re-insurers, and their respective successors and predecessors in interest, each of their company-sponsored employee benefit plans of any nature (including, without limitation, profit-sharing plans, pension plans, 401(k) plans, and severance plans) and all of their respective officers, directors, employees, members, managers, administrators, fiduciaries, trustees and agents, and any individual or entity that could be jointly liable with any Defendant (the "Releasees") from the "Released Claims" during the Settlement Period.

(b) Released Claims

The "Released Claims" that the Representative Plaintiff and the Allegedly Aggrieved Employees are releasing for the Settlement Period are defined as: All and only claims, demands,

rights, liabilities, and causes of action that were, or could have been asserted on behalf of the Allegedly Aggrieved Employees, pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §2698, *et seq.* ("PAGA"), including, but not limited to, claims for penalties only, only as allowable by law, and based on alleged violations of Labor Code §§201, 202, 203, 204, 208, 210, 223, 226, 226.3, 226.7, 256, 432, 510, 512, 516, 518, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2801, 1197, 1198, 2699, 2699.3; Cal. Code Regs., Title 8, §11050; applicable I.W.C. Wage Orders (including, but not limited to, Wage Order 5-2001); Business & Professions Code §17200 *et seq.*; and Los Angeles County's Minimum Wage Ordinance 8.100.010 *et seq.* whether for penalties or attorneys' fees and costs (including, but not limited to attorneys' fees and costs pursuant to Labor Code §§ 218.5, 1193.6, and 2699(g), Code of Civil Procedure §1021.5). This release of claims under PAGA is not intended to effect either a release or waiver of any individual or class claims asserted on behalf of the Allegedly Aggrieved Employees outside of PAGA, nor is it intended to establish *res judicata* against any such claims outside of PAGA. Accordingly, to the extent that any such individual or class claims outside of PAGA presently exist or may be asserted in the future, this Settlement and release will not be raised in such a matter.

9. JOINT MOTION REQUESTING APPROVAL

The Representative Plaintiff shall promptly file a joint motion and proposed order, or similar document, with the presiding Court requesting approval of this settlement, including approval of Representative Plaintiff's Counsel's fees and costs, and the reasonable costs of the Settlement Administrator, and concurrently submit a copy of the joint stipulation and proposed order to the LWDA pursuant to California Labor Code §2699(l). The proposed final order and judgment shall, among other things, ask the Court to permanently bar all Allegedly Aggrieved Employees from prosecuting any Released Claims against any of the Releasees and fully resolve the Lawsuit in its entirety. The Representative Plaintiff shall submit a copy of the presiding Court's judgment or other order to the LWDA within ten (10) days after entry of the judgment or order.

10. CONFIDENTIALITY

The parties and their counsel agree that they will not issue any press releases or press statements, post any internet disclosures, have any communications with the press or media, or have any communications via social media, about the Lawsuit or the Settlement Agreement, or otherwise publicize the terms of the settlement. Notwithstanding the foregoing, the parties and their counsel shall be allowed to refer to the settlement in seeking court approval of the same and in communicating with the Settlement Administrator, the LWDA, or Allegedly Aggrieved Employees regarding the Settlement. Notwithstanding the foregoing, nothing in this Settlement Agreement prevents Representative Plaintiff from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

11. NO TAX ADVICE

Neither counsel for the Representative Plaintiff nor counsel for either Defendant intend anything contained herein (or in any other document pertaining to the Lawsuit) to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such.

The parties and the Allegedly Aggrieved Employees should rely exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement Agreement and any payments resulting from this settlement.

12. TERMINATION OF SETTLEMENT AGREEMENT

Subject to the obligation of mutual cooperation set forth above, any party may terminate this Settlement Agreement if the Court declines to approve the settlement and enter a final order and judgment substantially in the form submitted by the parties. Termination shall have the following effects:

(a) The Settlement Agreement shall be terminated and shall have no force or effect and no party shall be bound by any of its terms.

(b) If the settlement is terminated, Defendants shall have no obligation to make any payment to the LWDA, the Allegedly Aggrieved Employees, the Representative Plaintiff, Representative Plaintiff's Counsel, the Settlement Administrator, or anybody else because of this Settlement Agreement.

(c) The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the parties, all of whom shall be restored to their respective positions in the litigation prior to the settlement; and

(d) Neither this Settlement Agreement nor any ancillary documents, actions, statements, or filings in furtherance of settlement (including any matters associated with the mediation) shall be admissible or offered into evidence in the litigation or any other action for any purpose whatsoever.

13. RETURN OF DOCUMENTS AND INFORMATION

The Representative Plaintiff and Representative Plaintiff's Counsel agree that none of the documents and information provided to them by Defendants shall be used for any purpose other than prosecution of the Lawsuit. No later than ten (10) days after Representative Plaintiff's Counsel receives any Court-approved award of attorneys' fees, the Representative Plaintiff and Representative Plaintiff's Counsel shall destroy or return to Defendant's counsel the original and all copies of any documents that Defendant produced or provided (formally, informally, or otherwise) to the Representative Plaintiff and Representative Plaintiff's Counsel during the Lawsuit. Should Representative Plaintiff's Counsel elect to destroy those documents, Representative Plaintiff's Counsel shall certify under penalty of perjury that such documents have been destroyed.

14. REPRESENTATIONS AND WARRANTIES

Each party to this Settlement Agreement represents and warrants that she or it has not heretofore assigned or transferred, or purported to assign or transfer, any of the claims released pursuant to this Settlement Agreement to any other person and that she or it is fully entitled to compromise and settle same.

15. CALIFORNIA LAW

All questions with respect to the construction of this Settlement Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California applicable to agreements to be wholly performed within the State of California.

16. OWN COUNSEL

Each party hereto acknowledges that he or it has been represented by counsel of his or its own choice throughout all of the negotiations which preceded the execution of this Settlement Agreement and in connection with the preparation and execution of this Settlement Agreement.

17. FURTHER ACTS AND DOCUMENTS

The parties hereto agree to do such acts and execute all such documents necessary to effectuate the intent of this Settlement Agreement.

18. COUNTERPARTS

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and will be effective upon execution by all parties. Facsimile signatures and signatures on PDFs shall be deemed original signatures for all purposes.

19. HEADINGS

The headings contained in this Settlement Agreement are for reference only and are not to be construed in any way as a part of the Settlement Agreement.

20. ENTIRE AGREEMENT

This Settlement Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written agreements and discussions. Each of the parties covenants that she or it has not entered into this Settlement Agreement as a result of any representation, agreement, inducement, or coercion, except to the extent specifically provided herein. Each party further covenants that the consideration recited herein is the only consideration for entering into this Settlement Agreement and that no promises or representations of another or further consideration have been made by any person. This Settlement Agreement may be amended only by an agreement in writing duly executed by all parties hereto.

21. BINDING EFFECT

This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, assigns and successors-in-interest, and certain intended third-party beneficiaries, including without limitation, the other Releasees.

22. DRAFTING

Each party hereto has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction to be made of this Settlement Agreement, the same shall not be construed against any party as drafter of this Settlement Agreement.

23. SEVERABILITY

In the event any covenant or other provision herein (except for the release in Paragraph 8 herein) is held to be invalid, void or illegal, the same shall be deemed severed from the remainder of this Settlement Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision herein. If any covenant, condition or other provision herein is held to be invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

24. AUTHORITY

Each party hereto warrants and represents that each of the persons or entities executing this Settlement Agreement is duly empowered and authorized to do so.

25. ADMINISTRATION OF SETTLEMENT AND COMPLIANCE

The Court shall have continuing jurisdiction to resolve any dispute which may arise with regard to the terms and conditions of this Settlement Agreement as set forth herein.

WHEREFORE, the Representative Plaintiff, in his capacity as a proxy for the LWDA, and Defendants, by their duly authorized agents or counsel, have executed this Settlement Agreement as of the dates set forth below.

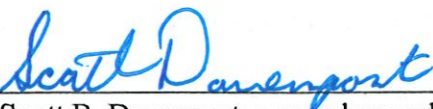
Plaintiff Pete Kasper

Dated: November 20, 2024


Pete Kasper (Nov 20, 2024 11:27 PST)
Pete Kasper

Defendant Davenport Harbor Room, LLC

Dated: November 20, 2024

By 
Scott B. Davenport, a member and on
behalf of Davenport Harbor Room LLC

[SIGNATURES CONTINUE ON THE NEXT PAGE]

Defendant Scott B. Davenport

Dated: November 20 2024

By 
Scott B. Davenport

Approval As To Form And Content:

On Behalf of the Representative Plaintiff
And the Allegedly Aggrieved Employees

Dated: November 20, 2024

LAW OFFICES OF DAVID R. GREIFINGER

By 
David R. Greifinger
Calvin A. Marshall

On Behalf of Defendants
Davenport Harbor Room LLC
and Scott B. Davenport:

Dated: November 20, 2024

SOLOMON, SALTSMAN & JAMIESON

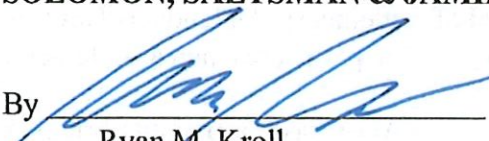
By 
Ryan M. Kroll

EXHIBIT A

[INSERT]

[insert address]

[Date], 2024

[insert employee name]

[insert employee address]

Re: Explanation of Settlement Payment

Dear [INSERT]:

[INSERT] is the Court-approved settlement administrator for a lawsuit titled *Kasper v. Davenport Harbor Room LLC, et. al.*, Los Angeles County Superior Court Case No. 24STCV021453 (the "Lawsuit").

The plaintiff in the Lawsuit brought suit pursuant to the California Private Attorneys General Act of 2004, Labor Code §§2698 *et seq.* ("PAGA"), asserting the following claims against Defendants Davenport Harbor Room LLC and Scott B. Davenport: (1) Failure to Pay Overtime Compensation and Liquidated Damages; (2) Failure to Pay Minimum Wages and Liquidated Damages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Wage Statements and Maintain Accurate Payroll Records; (6) Failure to Provide Adequate Seating; (7) Failure to Pay Wages Upon Termination of Employment; (8) Violation of Labor Code Section 558; and (9) Unfair Competition. Plaintiff alleged those violations were committed against Defendants Davenport Harbor Room LLC and Scott B. Davenport's former and current non-exempt employees in California from at least March 26, 2023 and [insert date of Court's approval of settlement]. Defendants Davenport Harbor Room LLC and Scott B. Davenport denied all liability. The parties reached a settlement, which the Court approved.

In a PAGA case, a plaintiff brings a lawsuit on behalf of the State of California seeking penalties under the PAGA law. The law requires that 75% of the net recovery go to the State and the remaining 25% to the affected employees. Defendants Davenport Harbor Room LLC's records show that you are one of the current or former employees who is entitled to a share of the settlement. The enclosed payment constitutes your share of the settlement.

Very truly yours,

[INSERT]

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I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within lawsuit; my business address is 15515 W. Sunset Boulevard, Unit 214, Pacific Palisades, CA 90272.

Stephen Allen Jamieson
Ryan M. Kroll
SOLOMON, SALTSMAN &
JAMIESON
426 Culver Blvd.
Playa del Rey, CA 90293
rkroll@ssjlaw.com

Labor and Workforce Development
Agency
(By Posting on the LWDA PAGA
Website)

Scott B. Davenport
PO BOX 466
Playa del Rey, CA 90293
Davenportsb56@gmail.com

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

Executed on November 27, 2024 , at Los Angeles County, California.

Calvin A. Marshall, Esq.

Type or Print Name

/s/ Calvin A. Marshall

Signature