

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
LIANE KATZENSTEIN LY, Esq., (SBN 259230)
liane@kingsleykingsley.com
ARI J. STILLER, Esq. (SBN 294676)
ari@kingsleykingsley.com
ZACHARY D. GREENBERG, Esq. (SBN 331501)
zach@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiffs and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ROCHELLE ANTHONY, an individual, on
behalf of herself and others similarly situated,

PLAINTIFF,

v.

CITIZEN WATCH COMPANY OF
AMERICA, INC.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 20STCV00171

[Case Assigned for All Purposes to Hon.
Maren E. Nelson in Dept. SSC-17]

**DECLARATION OF ARI J. STILLER IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR APPROVAL OF ATTORNEYS'
FEES AND COSTS**

*[Filed concurrently with Motion for Final
Approval of Class Action Settlement; Motion
for Approval of Attorneys' Fees and Costs;
Declarations of Rochelle Anthony, Travenia
Morris, Evelin Reyes; Proposed Order, and
Judgment]*

Date: September 28, 2021

Time: 9:00 a.m.

Dept.: 17

Complaint Filed:	January 3, 2020
FAC Filed:	March 9, 2020
SAC Filed:	January 26, 2021
Trial Date:	None Set

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1. I am an attorney licensed to practice before all of the courts of the State of California. I practice in the law firm of Kingsley & Kingsley, APC and am one of the attorneys of record for Plaintiffs Rochelle Anthony and Travenia Morris (“Plaintiffs”) in the above-entitled action. I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

3. I have been involved in all of the settlement discussions leading to the present settlement as embodied in the Settlement Agreement and Release of Claims (“Settlement Agreement”), a true and correct copy of which is attached hereto as **Exhibit “A.”**

4. Plaintiffs allege that they worked as shipping clerks at Defendant Citizen Watch Company of America, Inc.'s ("Defendant") warehouse in Torrance, California, where their job duties included packing and processing orders for watches, toys, and other items.

Any and all nonexempt California employees of Defendant who received overtime pay or a meal or rest break premium in the same pay period in which they received a shift differential during the Class Period [January 3, 2016 to December 27, 2020]. (Settlement Agreement, Ex. “A”, § I, ¶¶ D, JJ.)

7. The PAGA Members are separately defined as:

8. Plaintiffs allege that Defendant paid them and other clerks a shift differential

1 (typically an extra \$1.25 per hour) as an incentive for working undesirable shifts, but that
2 Defendant failed to blend the shift differential into their “regular rate of pay” when they worked
3 overtime or earned meal period premiums in the same pay periods as shift differential.

4 9. On or about January 3, 2020, Plaintiff Rochelle Anthony (“Plaintiff Anthony”)
5 filed her Class Action Complaint (“CAC”) pursuant to California Code of Civil Procedure § 382
6 on behalf of herself and others similarly situated. Specifically, Plaintiff Anthony brought the
7 following causes of action: (1) Failure to Pay Wags and/or Overtime Under Labor Code §§ 510,
8 1194 and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3)
9 Violation of Labor Code § 226(a); (4) Penalties Pursuant to Labor Code § 203; and (5) Violation
10 of Business & Professions Code § 17200.

11 10. Plaintiff Anthony added a sixth cause of action under the Private Attorney’s
12 General Act (“PAGA”), Labor Code § 2699 *et seq.* by way of a First Amended Class and
13 Representative Action Complaint (“FAC”) filed on March 9, 2020.

14 11. During the course of litigation, Plaintiffs’ counsel was retained by another former
15 employee of Defendant, Travenia Morris (“Plaintiff Morris”), and Plaintiffs’ counsel filed a
16 Second Amended Class and Representative Action Complaint (“SAC”) on January 26, 2021, to
17 add Plaintiff Morris as an additional class representative.

18 12. With the assistance of mediator David Phillips, Esq., the Parties reached an
19 agreement in principle to settle the matter after a full day’s mediation on October 27, 2020.

20 13. The Parties then signed a final long-form Settlement Agreement intended to resolve
21 all claims.

22 **THE DISCOVERY PROCESS**

23 14. After the Court lifted the discovery stay for mediation purposes on August 11,
24 2020, the parties engaged in extensive informal discovery. Defendant produced documents and
25 provided other information necessary to evaluate settlement, including Plaintiff Anthony’s
26 personnel file and time and pay records, relevant policy documents, a statement of the number of
27 California employees who received overtime or meal/rest premiums in the same pay period as shift
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differential during the class and PAGA periods, and the complete payroll for the liability period for pay periods where the class earned shift differential and overtime or other premium pay.

15. Plaintiffs also produced dozens of paystubs and other employment documents to Defendant, including those that they believe form the basis for their claims.

16. Careful review and analysis of this discovery confirmed Plaintiffs' Counsel's belief that the proposed settlement is adequate, fair, reasonable, and appropriate for Court approval.

17. Defendant denies any liability or wrongdoing. However, based on their own independent investigation and evaluation, Plaintiffs' Counsel believes the Settlement Agreement is fair and reasonable in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and potential appellate issues.

PRELIMINARY APPROVAL

18. In response to the Court's "checklist" order, the Parties executed a revised settlement agreement on or around March 15, 2021, and submitted the revised agreement to the Court along with supplemental briefing on March 18, 2021.

19. On April 16, 2021, the Court issued an Order preliminarily approving the settlement, approving the proposed Notice, ordering that the Settlement Administrator send notice to the Settlement Class, and setting a date for the Final Approval and Fairness Hearing.

THE SETTLEMENT

20. As detailed fully in the Settlement Agreement, the Settlement provides for Defendant to pay Settlement Proceeds of \$130,000.00, which includes the Settlement Payments to Participating Class Members, Plaintiffs' service awards, Class Counsel fees and litigation costs, the PAGA Payment, and the Settlement Administration Costs.

21. Plaintiffs now request final approval of the allocation of the Settlement Proceeds to determine the Net Settlement Amount for distribution to the Settlement Class as follows:

Settlement Proceeds:	\$	130,000.00
Plaintiffs' Incentive Awards:	\$	10,000.00 (\$5,000 for each Plaintiff)
Class Counsel's Fees:	\$	43,333.33

Class Counsel's Costs:	\$	9,250.00
PAGA Payment:	\$	7,500.00
<u>Settlement Administrator Costs:</u>	<u>\$</u>	<u>5,234.00</u>
Net Settlement Amount	\$	54,682.67

(Ex. "A" at § III, ¶ A.)

22. The Settlement Payment amount of each Participating Class Member is an individualized amount based on the number of Pay Periods worked by the Participating Class Member during the Class Period where the class member worked overtime and earned shift differential.

23. Specifically, Settlement Payments will be paid from the Net Settlement Amount as follows: (1) First, Defendant will use its payroll records to calculate the total number of Pay Periods worked by each Participating Class Member during the Class Period; (2) Second, the total of these Pay Periods for each Participating Class Member will then be divided by the total of these Pay Periods by all Participating Class Members to create a "Final Percentage" for each Participating Class Member; (3) Third, that Final Percentage for each Participating Class Member will then be multiplied by the Net Settlement Amount to determine the Participating Class Member's pro rata recovery under this Settlement. (Ex. "A" at § III, ¶ C(1).) Likewise, the PAGA allocation is fair as it distributes the employees' share of the PAGA Payment proportionally based on pay periods worked in the PAGA Period. (Ex. "A" at § III, ¶ C(2).)

24. The Settlement Agreement provides for a dispute process regarding Settlement Payments.

25. For purposes of this Settlement, the Parties have allocated \$7,500.00 to PAGA in recognition that potential PAGA penalties are relatively small compared to the class damages. They agree that \$5,625.00 (75% of the PAGA Payment) represents the amount to be paid to the Labor and Workforce Development Agency ("LWDA") and \$1,875.00 (25% of the PAGA Payment) represents the amount distributed among the PAGA Members. (Ex. "A" at § III, ¶ C(2).) According to the settlement administrator, there are 54 PAGA Members, each of whom is also a class member. There are 265 pay periods in the PAGA Period. Each PAGA Member will receive an average PAGA payment of \$34.72 in addition to their class distribution.

1 **CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

2 26. The Court has already conditionally certified the class for settlement purposes
3 through its preliminary approval order. Plaintiffs' Counsel believes that class certification for
4 settlement purposes is proper in this case as the proposed Settlement Class satisfies each of the
5 requirements under Code of Civil Procedure § 382.

6 27. Plaintiffs maintain that the proposed Settlement Class is ascertainable because
7 Defendant's records demonstrate which employees were subject to an alleged violation, and
8 Defendant provided the settlement administrator with each Settlement Class Member's full name,
9 last known address, social security or other identifying number, and relevant pay periods. (See Ex.
10 1 at § III, ¶ B(2).)

11 28. Plaintiffs maintain that the proposed Settlement Class is sufficiently numerous
12 because the Settlement Class contains approximately 64 hourly employees. (Ex. "A" at § III, ¶
13 I(2).)

14 29. Plaintiffs believe that common questions predominate for settlement purposes
15 because Plaintiffs allege that Settlement Class Members worked in the same capacity for the same
16 employer and were subject to the same relevant employment policies and practices, namely the
17 uniform failure to blend shift differential pay into the "regular rate of pay" when calculating
18 overtime and meal period premiums, and thus the failure to pay wages at the proper rate. For
19 purposes of settlement, the evidence that I reviewed shows that common wage policies applied to
20 the proposed Settlement Class Members and certification for settlement purposes is appropriate.

21 30. The class representatives' claims here are typical of the Settlement Class's because
22 Plaintiffs worked for Defendant as warehouse clerks, earning overtime pay and shift differentials,
23 but allegedly did not receive overtime pay at the proper blended rate.

24 31. Plaintiffs believe that they are capable of fairly representing and adequately
25 protecting the interests of the proposed Settlement Class Members. The members of the proposed
26 Settlement Class all worked for Defendant during the relevant time period and incurred the same
27 type of alleged damages with regard to Defendant's alleged violations of the law.

32. Plaintiffs have agreed to serve as class representatives and have retained qualified counsel who is experienced in prosecuting wage and hour class actions, as further discussed below. This demonstrates their commitment to bringing about the best possible results for the benefit of the proposed Settlement Class.

33. Plaintiffs have provided our office with all necessary and pertinent information. They have actively participated in the litigation and worked closely with Class Counsel to develop theories of liability.

34. Plaintiff Anthony also attended the full-day mediation in this matter by Zoom and Plaintiff Morris actively participated by phone throughout the day.

35. Plaintiffs were informed of and involved in all of the settlement negotiations. Therefore, Plaintiffs believe that they have and will continue to adequately represent the proposed Settlement Class Members.

36. Since the Parties seek final Court approval of the Settlement Agreement, Plaintiffs submit that there is less need for an ordinary motion for class certification to determine that the case can be manageably tried.

37. Plaintiffs maintain that class treatment would be the superior method of managing this case and settlement because individual pursuit of class members' claims may not be economically viable. The only alternative to certification would be to force over sixty-four (64) employees to join this action, file individual, uniform actions, or abandon their legal rights altogether. Plaintiffs maintain that this economic reality could result in a windfall for Defendant if this case were not certified for final settlement purposes.

CLASS NOTICE

38. The Court approved the proposed Notice and directed the mailing of the Notice by first-class mail to Settlement Class Members in accordance with the proposed implementation schedule.

39. The procedures for giving notice to the Settlement Class Members, as set forth in the Settlement Agreement and Plaintiffs' Motion for Preliminary Approval and approved by the

1 Court, have been fully and properly carried out.

2 40. The Parties agreed to, and the Court preliminary approved, a checks-mailed
3 settlement without the possibility of reversion of settlement funds to Defendant. Under the
4 Settlement Agreement, every Settlement Class Member will receive a settlement check and
5 Settlement Class Members do not need to submit a claim in order to receive a settlement check.
6 Any funds that remain uncashed after 180 days shall be turned over by the Settlement
7 Administrator, with information for each Settlement Class Member who failed to timely cash
8 his/her settlement check, to Bet Tzedek Legal Services. The parties and their attorneys attested at
9 the preliminary approval stage that they do not have ties to this organization that would cause them
10 to receive any personal benefit as a result of its cy pres designation.

11 **THE SETTLEMENT IS ENTITLED TO A PRESUMPTION OF FAIRNESS**

12 41. The proposed Settlement in the present case meets all of the *Dunk* factors and is
13 therefore entitled to a presumption of fairness.

14 42. As to the first *Dunk* factor, this settlement is the result of adversarial, non-collusive,
15 and arm's-length negotiations overseen by an experienced mediator. All settlement discussions
16 were made by experienced and informed counsel, who believe that this settlement represents a
17 favorable resolution for the Settlement Class Members.

18 43. The settlement negotiations have been, at all times, adversarial and non-collusive,
19 with the aid of a mediator, and no self-dealing or other type of misconduct by either side has taken
20 place.

21 44. Second, the Parties engaged in extensive informal discovery that permitted Class
22 Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.
23 In addition, Defendant produced additional data and documents informally for purposes of
24 settlement. This included Plaintiff Anthony's personnel file and time and pay records, relevant
25 policy documents, a statement of the number of California employees who received overtime or
26 meal/rest premiums in the same pay period as shift differential during the class and PAGA periods,
27 and the complete payroll for the liability period for pay periods where the class earned shift
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1 differential and overtime or other premium pay.

2 45. Plaintiffs also produced dozens of paystubs and other employment documents to
3 Defendant, including those that they believe form the basis for their claims.

4 46. Receipt of appropriate discovery allowed Class Counsel to fairly evaluate the
5 exposure and risks associated with each claim alleged in the lawsuit.

6 47. Third, Class Counsel have significant experience in cases of this type, including
7 years prosecuting wage, hour, and working condition violations.

8 48. Class Counsel is thus qualified to evaluate the class claims and viability of the
9 defenses. Class Counsel believes that the settlement is fair, reasonable, adequate, and in the best
10 interests of the class and that the average recovery for each Settlement Class Member of \$854.42
11 is substantial, given the risks inherent in litigation and the defenses asserted.

12 **KULLAR ANALYSIS**

13 49. I believe that the proposed Settlement Agreement satisfies each of the factors
14 outlined in *Kullar v. Foot Locker Retail, Inc* (2008) 168 Cal.App.4th 116, 128 and *Munoz v. BCI*
15 *Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal. App. 4th 399, 409.

16 **THE STRENGTH OF PLAINTIFF'S CASE**

17 50. Class Counsel conducted extensive informal discovery before entering into
18 meaningful settlement negotiations in this matter.

19 51. This discovery permitted Class Counsel to fairly evaluate the strength of the case
20 and the risks associated with ongoing litigation.

21 52. Class Counsel is experienced in handling wage and hour class actions and, after
22 weighing all of the following factors, supports this Settlement Agreement.

23 53. Plaintiffs allege that Defendant failed to compensate Plaintiffs and all similarly
24 situated persons for work performed in excess of eight (8) hours a day or forty (40) hours per
25 workweek.

26 54. Plaintiffs believe that their "regular rate" claim is certifiable and that they have a
27 relatively high likelihood of success on the merits. However, in determining a fair settlement value,
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1 they had to consider Defendant’s argument that it, in fact, incorporated the higher shift differential
2 rate to calculate overtime in some circumstances, and any alleged failure to use the higher regular
3 rate was due to inadvertence or mistake.

4 55. Plaintiffs also considered the fact that, even if they succeed on the merits, the
5 amount owed in direct wages amounts to approximately \$7,383.49.

6 56. Until recently, employers have argued that the meal period premiums can be paid
7 at the straight hourly rate instead of the blended “regular rate of pay” because the statute requiring
8 meal premiums describes the obligation to pay at the “regular rate of compensation” instead of
9 “regular rate of pay” (as applicable to overtime). However, the California Supreme Court recently
10 decided that there is no distinction between the “regular rate of pay” and “regular rate of
11 compensation”: “We hold that the terms are synonymous: ‘regular rate of compensation’ under
12 section 226.7(c), like ‘regular rate of pay’ under section 510(a), encompasses all nondiscretionary
13 payments, not just hourly wages.” (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858,
14 280 Cal.Rptr.3d 783, 786.) Therefore, Plaintiffs allege that Defendant violated Labor Code section
15 226.7 when it did not pay Plaintiffs and Proposed Class Members’ one hour of compensation at
16 their regular rate of compensation, including blended shift differentials, for meal period premium
17 wages. However, there was risk associated with Plaintiff’s ability to prove that Defendant did not
18 provide Plaintiffs and all others the ability to take timely meal periods.

19 57. In evaluating settlement, Plaintiffs considered Defendant’s argument that a good-
20 faith belief exception applies because its actions were not willful and its payment calculations
21 allegedly resulted in occasions of overpayment. While Plaintiffs dispute that not knowing the law
22 is a sufficient defense, Plaintiffs still had to acknowledge that this argument posed some risk.

23 58. Moreover, the Parties dispute how the Court would interpret Defendant’s inclusion
24 of shift differentials in some pay periods. Plaintiffs believe this shows that Defendant knew it was
25 obligated to pay the higher rate but failed to do so, while Defendants argue that this shows
26 inadvertence as to the pay periods where Plaintiffs alleged a violation.

27 59. Plaintiffs expected Defendant to argue that the Court has discretion to lower the
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1 waiting time penalty amount where it is significantly higher than the wages owed, so imposing
2 waiting time penalties of \$244,288.52 is not justified on an approximately \$7,383.49 wage award.
3 Plaintiffs disagree, but nonetheless had to consider this argument when determining an appropriate
4 settlement.

5 60. Plaintiffs are cognizant of risks associated with their PAGA claim and have
6 therefore agreed to discount this claim for multiple reasons. First, the PAGA claims arise from the
7 same violations as the foregoing class claims and bear the same risks on the merits. Second, the
8 Court has discretion to award less than the maximum penalty, which Defendant argued would be
9 appropriate considering the low amount of direct wage damages. (*See* Labor Code § 2699(e)(2)
10 [“a court may award a lesser amount than the maximum civil penalty amount specified by this part
11 if, based on the facts and circumstances of the particular case, to do otherwise would result in an
12 award that is unjust, arbitrary and oppressive, or confiscatory”]; *Carrington v. Starbucks*
13 *Corporation* (2018) 30 Cal.App.5th 504, 529 [affirming award of 10% of maximum PAGA
14 penalty].) Finally, the Settlement Class is compensated for these violations in the proposed
15 Settlement Agreement, and thus any PAGA recovery for these same violations would be
16 duplicative. Plaintiff also considered the fact that PAGA assesses penalties on a per-employee per-
17 pay-period basis, and there were only 265 pay periods with violations.

18 61. Thus, PAGA did not make up a significant percentage of the overall potential
19 liability compared to other claims, and the per-pay-period amount is still almost 30% of the
20 maximum. As such, the Settlement Agreement’s contemplated PAGA payment of \$7,500.00 is
21 appropriate.

22 **THE RISK, EXPENSE, COMPLEXITY, AND LIKELY DURATION OF**
23 **FURTHER LITIGATION**

24 62. There is significant expense associated with the class certification process, which
25 the Parties can avoid by entering into the contemplated Settlement Agreement. If the Court did
26 eventually certify a class, trial of a case involving approximately sixty-four (64) Settlement Class
27 Members would require the retention of expensive expert witnesses, the accrual of litigation costs,
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1 and a significant time investment by the parties.

2 63. Moreover, given the complexity and unsettled nature of the issues in this case it is
3 likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal
4 would result in further delay for the Settlement Class Members who are waiting for a resolution in
5 this matter.

6 **THE RISK OF MAINTAINING CLASS ACTION STATUS THROUGH TRIAL**

7 64. This case has not been certified as a class action. While Plaintiffs believe there is
8 strong evidence to support certification of several possible classes, certification is always hard
9 fought and subject to judicial discretion. Moreover, in class actions, decertification is always a
10 possibility.

11 65. In attempting to certify a class, the Parties would need to conduct multiple
12 depositions, including of Plaintiffs and of several person(s) most knowledgeable.

13 66. There is a risk for both sides as to what these depositions will reveal and whether
14 they will support class certification to the extent expected.

15 **THE AMOUNT OFFERED IN SETTLEMENT**

16 67. It was very difficult for the Parties to reach this Settlement of \$130,000.00.

17 68. This Settlement is the result of adversarial, non-collusive, and arms-length
18 negotiations.

19 69. The Parties arrived at it after extensive investigation and discovery, careful
20 evaluation of the law, risks, and all information substantiating the amount of penalties reasonably
21 likely to be awarded to the class were the trier of fact to find Defendant liable, and the assistance
22 of an experienced mediator, David Phillips, Esq.

23 70. Plaintiffs assessed full value of the overtime/double overtime claim, without any
24 discount, at approximately \$7,383.49.

25 71. This was based on Defendant's payroll records for the entire class.

26 72. The full value of the meal premium claim, without any discount, was approximately
27 \$3.04.

1 73. The reason is that meal period premiums were paid infrequently, and the claim
2 requires both a meal premium and shift differential in the same pay period.

3 74. Plaintiffs also calculated interest on the aforementioned wage damages in the
4 amount of \$446.04.

5 75. Plaintiffs valued the Waiting Time Claim, tied to the overtime claim, at
6 \$244,288.52.

7 76. Considering the derivate nature of Labor Code section 203 and the dispute over
8 willfulness, Plaintiffs determined that accepting a discount on this claim was appropriate.

9 77. Finally, Plaintiffs calculated the value of the PAGA claim at \$26,500.00 for PAGA
10 Members using one hundred (\$100) dollars per pay period.

11 78. The main risk taken into account with PAGA is the discretionary nature of the
12 penalty award.

13 79. A judge can award the statutory maximum of one hundred (\$100) dollars for the
14 initial violation and two hundred (\$200) dollars thereafter or – in theory – one cent per wage
15 statement.

16 80. While there is a dearth of available authority, in Plaintiffs' view, were they to
17 succeed on any of the underlying Labor Code violations, it is not likely that the Court would also
18 award a large amount of PAGA penalties on top of damages.

19 81. Per Plaintiffs' assessment, the maximum potential value of all of Plaintiffs' and the
20 Settlement Class Members' claims was approximately \$278,621.09.

21 82. However, as a result of the forgoing risks on the merits, Class Counsel believes the
22 Settlement Proceeds of \$130,000 is fair and reasonable.

23 83. As outlined above, Class Counsel conducted a thorough investigation into the facts
24 of the claims alleged.

25 84. The agreement to settle did not occur until Class Counsel exchanged and possessed
26 sufficient information to make an informed judgement regarding the likelihood of success on the
27 merits and the results that could be obtained through further litigation.

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- a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- b. *Daniel v. Network Management Corp.* (No. BC274004, L.A. Super. Ct.) In September 2003, the court granted final approval of Settlement in the gross amount of \$475,000 and the court approved the attorneys' fee request of 30%.
- c. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2005, Honorable Rita Miller granted final approval of Settlement in the gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- d. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Honorable Conrad R. Aragon granted final approval of Settlement in the gross amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- e. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March 2008, the Honorable Mary Thornton House granted final approval of Settlement in the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of 33 1/3%.
- f. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.

- 1 g. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In
2 March 2012, the Honorable James P. Kleinberg granted final approval of
3 Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys'
4 fees request of 33.3%.
- 5 h. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No.
6 BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund
7 granted final approval of Settlement in the gross amount of \$4,700,000.00, and the
8 court granted attorneys' fees request of 38%.
- 9 i. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January
10 2014, the Honorable William F. Highberger granted final approval of Settlement in
11 the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of
12 33.33%.
- 13 j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super.
14 Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement
15 in the gross amount of \$995,000.00, and the court granted attorney's fees request
16 of 33.33%.
- 17 k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016
18 after a class trial with a verdict in the class's favor, the Honorable Daniel P.
19 Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's
20 fees.
- 21 l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In
22 June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the
23 gross amount of \$2,000,000.00, and the court granted attorney's fees request of
24 33.33%.
- 25 m. *Pineda, et al. v. Grimmway Enterprises, Inc.*, (No. BCV-15-101333, Kern Super.
26 Ct.) In January 2018, the Hon. Stephen D. Schuett granted final approval of
27 Settlement in the gross amount of \$9,000,000 with attorneys' fees request of
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33.33%.

86. Kingsley & Kingsley, APC filed its first motion for class certification in the year 2000 and since that time has been appointed class counsel on dozens of wage and hour class actions that have been approved for class certification. Since 2011, Kingsley & Kingsley, APC has moved for class certification in 16 matters and has successfully obtained class certification in 15 of those cases. A brief sampling of which includes:

- a. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley & Kingsley class counsel).
- b. *Amaro et al. v Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed Kingsley & Kingsley co-class counsel).
- c. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed Kingsley & Kingsley class counsel).
- d. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16C0214). contested class certification granted in June 2020.
- e. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court (BCV-16-102833), contested class certification granted in 2018.
- f. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544), contested class certification granted in June 2020.
- g. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876), contested class certification granted in August 2020.

87. Class Counsel is experienced in the handling of wage and hour class actions and supports this Settlement. Based on its analysis, Class Counsel believes that this settlement is fair and reasonable and in the best interest of the Class.

88. After factoring in the risks explained above, Class Counsel believes that the

1 proposed settlement is fair and reasonable.

2 89. Aside from the LWDA, there is no governmental participation in this action.

3 90. The proposed plan of allocation distributes Settlement funds proportionally based
4 on each class member's damages, and should therefore be approved as fair, adequate, and
5 reasonable.

6 **ATTORNEYS' FEE AWARD**

7 91. As detailed fully in the Settlement Agreement, the settlement provides for
8 Defendant to pay Settlement Proceeds of \$130,000. From that fund, the Parties agreed that
9 Plaintiffs may request an award of attorneys' fees in the amount of \$43,333.33, or 1/3 of the gross
10 settlement amount created on behalf of the Class. This amount is reasonable because Class
11 Counsel's diligent litigation efforts and experience led to an outstanding settlement, with an
12 average net recovery of \$854.42 per Settlement Class Member plus an additional average of \$34.72
13 for the 54 PAGA Members, based on cognizable risks.

14 92. In addition to the complexity of this case, Class Counsel has borne the entire risk
15 and costs of this litigation during the entire time that it has been pending, all on a pure contingency
16 basis.

17 93. Through the investment of substantial effort and resources, Class Counsel has
18 secured an outstanding Settlement on behalf of the members of the Class.

19 94. Defendant vigorously contested liability, the amount of claimed damages, and the
20 propriety of class certification. It is this kind of situation, involving complex issues, that has been
21 recognized as justifying a substantial attorney fee award.

22 95. I am very familiar with the contingent fee market throughout California and in the
23 Los Angeles County area, particularly as it pertains to complex employment, wage and hour, and
24 class action litigation. On behalf of Kingsley & Kingsley, I have negotiated numerous contingency
25 fee agreements with plaintiffs, both as individuals and as representatives in class action suits.
26 Many of those agreements provided that counsel will receive a fee that is between 33% and 40%
27 of any recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they
28

1 incurred out of the recovery amount. The named Plaintiffs in this action signed a contingency fee
2 agreement that stated that counsel would be able to make a fee of up to 33% of any recovery if the
3 case settles. These are typical and standard percentages in employment-related contingency
4 agreements throughout California.

5 96. There are always risks attendant to billing cases on a contingency basis. Those
6 risks are even higher in the current economic climate. Kingsley & Kingsley bills the vast majority
7 of its cases on contingency and has been affected by recent bankruptcy filings. In three separate
8 cases, *Lozoya v. Shore House Café, Inc.*, No. 30-2008-00082103-CU-OE-CJC (Orange Super. Ct.
9 filed Mar. 7, 2008) and *Davis v. Crossfire Marketing Group, LLC*, No. CIVRS1207797 (San
10 Bernardino Super. Ct. filed October 5, 2012), the defendants both filed for bankruptcy protection
11 in June 2011 and January 2015 after years of litigation. Kingsley & Kingsley advanced costs and
12 incurred thousands of dollars in fees that will never be recovered.

13 97. Additionally, there are cases where Class Counsel takes on the extreme risk of
14 attempting to certify a class case, often times turning down class or individual settlement offers
15 that Class Counsel feels are not in the best interest of the class, only to lose class certification and
16 the costs and fees associated with the litigation. *See e.g., Prosad v. Del Taco Restaurant Services,*
17 *Inc.*, No. BC426538 (L.A. Super. Ct. filed Nov. 2009); *Perez v. Safelite Group, Inc.*, CV-10-8653-
18 RGK(FFMx) (C.D. Cal. filed October 5, 2010).

19 98. When Class Counsel's motions for class certification are denied, Class Counsel
20 often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*,
21 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct.
22 App. 2012)) and other times Class Counsel is unsuccessful (*Prosad v. Del Taco Restaurant*
23 *Services, Inc.*, No. B238605 (CA. Ct. App. 2012)).

24 99. In addition to appealing class certification denials, Kingsley & Kingsley has been
25 involved in numerous lengthy and protracted appeals process before the California Court of
26 Appeal, the Ninth Circuit, the Seventh Circuit, and the United States Supreme Court. Our firm
27 specifically has taken and lost some issues on appeal that required the write-off of significant legal
28

1 fees. Also, our firm has been successful on appeal and overturned unfavorable lower court rulings
2 or successfully fought to have successful rulings affirmed. Below is just a sample of some of these
3 appeals:

- 4 a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
5 pharmaceutical sales representatives are exempt employees affirmed);
- 6 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower
7 court ruling in employer's favor that certain employees can share in mandatory tip
8 pool affirmed);
- 9 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
10 ruling in employer's favor that certain employees can share in mandatory tip pool
11 affirmed);
- 12 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
13 employer's favor approving employer's commission pay plan affirmed) ;
- 14 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
15 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
16 employees affirmed);
- 17 f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling
18 that pharmaceutical sales representatives are exempt employees affirmed);
- 19 g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26,
20 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores*
21 *California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court
22 granted employer's motion to compel arbitration, Court of Appeal reversed, U.S.
23 Supreme Court affirmed lower court);
- 24 h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.
25 Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L.
26 Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel
27 arbitration affirmed);

- i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb. 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration affirmed);
- j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing in part and affirming in part trial courts order compelling arbitration);
- k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing summary judgement in favor of employer on wage statement claim);
- l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8, 2018) (affirming judgement for employees after bench trial);
- m. *Kim v. Reins International California*, Case No. S246911. Oral argument was held before the California Supreme Court on January 6, 2020 and a decision was published in March 2020.

100. Unlike plaintiffs' firms, which bear the risk of loss on contingency cases, defense firms are able to bill their clients for time spent on a case. As verified by a survey conducted by the National Law Journal nearly a decade ago, six California firms provided their hourly billing rates and of the six firms, five regularly charged in excess of \$500 for their partners. In fact, four of these firms charged as high as \$600, \$620, \$650 and up to \$850 per hour. These firms are located in Orange County, Los Angeles County, San Francisco County, and San Diego County. A true and correct copy of this survey is attached hereto as **Exhibit "B"**.

101. While plaintiffs' firms strive to take on cases that are meritorious (for ethical as well as monetary reasons), as this Court knows, many of these cases hinge on the decision of class certification. Recently, there has been a renewed effort by defense counsel and/or their clients to challenge these cases and to push back, especially on certification motions. In addition, many novel legal issues have gone up on appeal, which has complicated the landscape for settlement.

CLASS COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE

102. Kingsley & Kingsley, APC has spent significant time extensively investigating, researching, and litigating this matter, including but not limited to the following:

- a. intake and interviewing Plaintiffs and witnesses and flushing out facts and issues;
- b. researching employer and related causes of action;
- c. researching other pending and former matters against Defendant;
- d. fact development and investigating Defendant's ownership structure
- e. researching and analyzing relevant claims under B&P 17200;
- f. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;
- g. regular meetings and or communicating with Plaintiffs;
- h. drafting pleadings (Complaints, Motion for Preliminary Approval, various documents related to Preliminary Approval, Motion for Final Approval, various documents related to Final approval, etc.);
- i. interviewing and obtaining declarations from Plaintiffs;
- j. preparing for and attending mediation;
- k. discussing issues related to damage model calculations;
- l. preparing and analyzing damage models;
- m. negotiating the terms of the settlement;
- n. reviewing and making changes to the Settlement Agreement;
- o. drafting and editing all documents for Preliminary and Final Approval;
- p. monitoring Notice and settlement administration procedures;
- q. coordinating and overseeing all aspects of the administration of the Settlement Agreement (review documentation, approve form and content, etc.); and multiple communications with defense counsel.

As broken down below, Class Counsel's aggregate lodestar amounts to \$54,947.50, which represents 114.60 hours of attorney work on this litigation incurred from its inception through the filing of Plaintiff's Motion for Final Approval.

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	5.10	\$850.00	\$4,335.00
Ari J. Stiller	76.40	\$500.00	\$38,200.00
Zachary D. Greenberg	33.10	\$375.00	\$12,412.50
KINGSLEY TOTAL ATTORNEYS' FEES	114.60		\$54,947.50¹

103. A lodestar cross-check confirms that the percentage requested is reasonable. Class Counsel's aggregate lodestar amounts to \$54,947.50, which represents 114.60 hours of attorney work on this litigation incurred from its inception through the filing of Plaintiffs' Motion for Final Approval. As such, Class Counsel is not asking for a multiplier and the requested fee represents .79 of Class Counsel's actual lodestar.

104. The amount of time spent on this case (nearly 114.60 hours to date), which culminated in a very favorable proposed Settlement for the Class, is reasonable given the complexity and novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and the exceptional results obtained.

105. Class Counsel litigated this action with great efficiency in light of the amount of work required to achieve the Settlement.

106. The requested hourly rates in this case range from \$375.00 per hour to \$850.00.

107. Class Counsel's hourly rates are fully supported by their experience and reputation in handling complex employment litigation, including wage and hour class actions.

108. Kingsley & Kingsley billed for the following three attorneys for work performed on this case: Eric Kingsley, Zachary D. Greenberg and me.

109. I am familiar with the qualifications of the other attorneys in my office through working with them closely for the past approximately seven years. Mr. Kingsley is a 24-year

¹ The Total Attorneys' Fees does not include Class Counsel's anticipated 10-15 hours of future time to handle the final approval hearing in September and to oversee the administration process.

1 attorney with expertise in wage and hour class action lawsuits and he is the managing partner of
2 Kingsley & Kingsley, APC. Mr. Kingsley graduated from University of California, Santa Barbara,
3 in 1993 with a degree in history. Mr. Kingsley graduated from Loyola Law School of Los Angeles
4 in 1996. He has litigated several hundred such cases, including at the appellate level at the U.S.
5 Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of Appeal.
6 He is also a prolific speaker at various seminars on employment law and has contributed to legal
7 publications on employment topics. Mr. Kingsley charges \$850.00 per hour.

8 110. I am a senior associate at Kingsley & Kingsley, APC, with a billing rate of \$500
9 per hour. I am a 8-year attorney with a practice focused on employment litigation, including wage
10 and hour class actions, discrimination, harassment, and wrongful termination claims. I graduated
11 Phi Beta Kappa with a B.A. from Colorado College in 2006 and received my J.D. from University
12 of Colorado School of Law in 2013, where I was an associate editor of the law review and president
13 of his class. I formerly practiced on the motions and appeals team at a prominent Los Angeles law
14 firm and served as a judicial fellow to Judge Paul Watford in the U.S. Court of Appeals for the
15 Ninth Circuit.

16 111. Zachary D. Greenberg is an Associate Attorney at Kingsley & Kingsley, APC. Mr.
17 Greenberg's practice focuses on employment litigation and wage and hour class actions. He
18 graduated from Western Washington University in 2012 with a Bachelor of Arts degree in
19 Business with an emphasis on entrepreneurial studies and a Minor in Economics. Mr. Greenberg
20 graduated from Loyola Law School in May of 2019 Mr. Greenberg has previously worked as a
21 litigator in various boutique-to-mid-size law firms. He has been practicing since 2020 and has a
22 billing rate of \$375 per hour.

23 112. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross*
24 *New Mark: \$1,500 an Hour* states that "a review of filings over the past three months in about two
25 dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an
26 hour, with top rates at several large law firms exceeding \$1,400." The article also explains that
27 "despite low inflation and weak demand for legal services, rates at large corporate law firms have
28

1 risen by 3% to 4% a year since the economic downturn.” Finally, the article notes that “the average
2 highest rate paid for law-firm partners was \$875 an hour in 2015.” This article is attached hereto
3 as **Exhibit “C”**.

4 113. In light of the increase of experienced lawyers in specialized practice, I believe that
5 the hourly rates charged by Kingsley & Kingsley are fair and reasonable and are comparable to or
6 less than those charged by my colleagues in California and the national market for prosecuting or
7 defending class actions.

8 114. Class Counsel has made all reasonable attempts to avoid duplication of assignments
9 and to assign tasks to timekeepers at the appropriate billing rates.

10 115. Class Counsel’s charged rate are commensurate with the prevailing market rates in
11 Los Angeles County for attorneys of comparable experience and skill handling complex litigation.

12 116. Finally, Class Counsel’s rates are in line with the adjusted Laffey Matrix, which is
13 a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the
14 adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr.
15 Kingsley, is \$919, a reasonable rate for an attorney with 7 years of experience, such as Mr. Stiller,
16 is \$676, a reasonable rate for an attorney with 2 years or less of experience, such as Mr. Greenberg
17 is \$381. A true and correct copy of the 2021-2022 Adjusted Laffey Matrix is attached hereto as
18 **Exhibit “D”**.

19 117. I believe the request for attorneys’ fees in the amount of \$43,333.33, as reflected in
20 the Settlement Agreement, is fair and reasonable given the complexity and novelty of the issues
21 involved, the vigorous defense, and the exceptional results obtained. As explained above, Class
22 Counsel’s diligent litigation efforts and experience led to an outstanding settlement.

23 **ATTORNEY COSTS**

24 118. Class Counsel diligently prepared and litigated this matter, advancing thousands of
25 dollars in costs and deferring all payment of fees, with no guarantee that any of the fees incurred
26 or costs advanced would ever be recovered, and diverting significant firm resources to prosecution
27 of this matter.

1 119. To achieve the ultimate result in this case, Class Counsel had to incur substantial
2 risk and expense, and was precluded from taking other fee generating employment for nearly
3 114.60 hours of attorney time.

4 120. In addition to their request for fees, Class Counsel further requests reimbursement
5 of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with
6 this litigation.

7 121. Kingsley & Kingsley has incurred \$10,127.41 in costs.

8 122. Class Counsel anticipates incurring additional costs to file, serve, and copy this
9 motion and the final approval motion, to prepare for and attend the hearing, and for future copy
10 charges.

11 123. As such, Class Counsel is requesting a cost reimbursement of \$9,250.00, the
12 maximum reimbursement for costs as reflected in the Settlement Agreement.

13 124. All of the requested costs are reasonable in amount and were necessarily incurred
14 by Class Counsel in prosecuting this litigation. A true and correct copy of Kingsley's cost ledger
15 is attached hereto as **Exhibit "E"**.

16 125. All of these costs have been incurred in the course of this litigation, and all costs
17 advanced have already been paid by Class Counsel.

18 **THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED**

19 126. Plaintiffs' Counsel request an enhancement of \$10,000 (\$5,000 for each Plaintiff)
20 to Plaintiffs Rochelle Anthony and Travenia Morris for their work on behalf of the Settlement
21 Class.

22 127. As set forth in detail in Plaintiffs' Motion for Final Approval of Class Action
23 Settlement and Plaintiffs' declarations, Plaintiff Anthony and Plaintiff Morris invested significant
24 time and effort in this case.

25 128. Plaintiffs are adequate class representatives because they have diligently,
26 adequately and fairly represented the Class and have not placed their interests above any member
27 of the Class.

1 129. Class Counsel requests an enhancement for Plaintiffs' valiant effort and time
2 expended in this matter. The time spent by Rochelle Anthony and Travenia Morris is significant
3 and includes the following: researching and retaining competent counsel; providing information
4 to Class Counsel regarding the nature of their work for Defendant; compiling relevant documents,
5 including paystubs and other information relevant to the claims; working closely with Class
6 Counsel to develop the theories of liability; regularly discussing the status of the case with Class
7 Counsel; discussing the case via telephone with other Settlement Class Members to assist with
8 counsel's investigation; Plaintiff Anthony attending a full-day of mediation by Zoom and Plaintiff
9 Morris participated by telephone; and responding promptly to Class Counsel's communications
10 regarding settlement. Class Counsel considers this to be a fair and reasonable enhancement.

11 130. Further, the Class Notice disclosed the enhancement award. (See Ex. 1 [class
12 notice], p. 2 to the Settlement Agreement, attached hereto as Exhibit "A". As of today, zero (0)
13 Settlement Class Members have objected to the proposed enhancement.

14 131. As set forth in the Settlement Agreement, Plaintiffs will also be entering into a
15 general release of liability pursuant to Civil Code Section 1542.

16 132. The enhancement takes into consideration the time, effort, and expense incurred by
17 Plaintiffs in coming forward to litigate this matter on behalf of all Settlement Class Members.

18 133. Additionally, the Plaintiffs were at risk for paying for Defendant's legal fees and
19 costs in the event that Defendant prevailed at trial.

20 134. Under the circumstances, a representative payment of \$10,000.00 (\$5,000 for each
21 Plaintiff) is justified and the Court should award this payment to Rochelle Anthony and Travenia
22 Morris from the Settlement Proceeds as provided in the Settlement Agreement.

23 **PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT**

24 **AGENCY**

25 135. As indicated on the Proof of Service, Plaintiffs' accompanying Motion for Final
26 Approval of Class Action Settlement and Motion for Approval of Attorneys' Fees and Costs
27 ("Motions") will be concurrently uploaded to the LWDA website on the date these Motions are
28

1 filed as required by statute. Proof of submission of Plaintiffs' Motions, all related documents, and
2 a copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit "F"**.

3 **EXHIBITS**

4 136. Attached hereto as **Exhibit "A"** is a true and correct copy of the fully executed
5 joint Settlement Agreement that was preliminary approved by this Court on April 16, 2021.

6 137. Attached hereto as **Exhibit "B"** is a true and correct copy of the ALM Research
7 2007 NLJ Billing Survey.

8 138. Attached hereto as **Exhibit "C"** is a true and correct copy of Wall Street Journal
9 on February 9, 2016 titled *Legal Hours Cross New Mark: \$1,500 an Hour*.

10 139. Attached hereto as **Exhibit "D"** is a true and correct copy of the 2021-2022
11 Adjusted Laffey Matrix.

12 140. Attached hereto as **Exhibit "E"** is a true and correct copy of the Kingsley &
13 Kingsley, APC costs ledger reflecting costs incurred in this matter.

14 141. Attached hereto as **Exhibit "F"** is a true and correct copy of the proof of submission
15 to the LWDA as referenced above.

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

18 This declaration was executed this 31st day of August, 2021, in Encino, California.

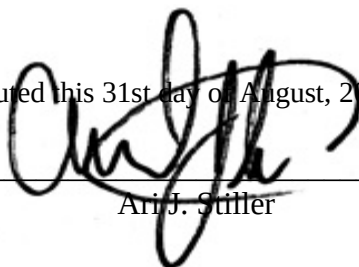
19 
20 _____
21 Ari J. Stiller
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EXHIBIT "A"

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (hereinafter “Settlement Agreement”) is made and entered by and between Citizen Watch Company of America, Inc. (“Citizen” or “Defendant”) on the one hand and Rochelle Anthony and Travenia Morris (collectively, “Plaintiffs”), on behalf of themselves and the Settlement Class, on the other hand. Defendant and Plaintiffs are referred to herein collectively as the “Parties” and each of the Parties is, from time to time, referred to herein as a “Party.”

RECITALS

This Settlement Agreement is made with respect to the following facts. WHEREAS:

A. On or about January 3, 2020, Plaintiff Anthony filed a putative class action complaint in the Superior Court of the State of California, County of Los Angeles (herein, the “Court”) entitled *Rochelle Anthony, an individual on behalf of herself and others similarly situated v. Citizen Watch Company of America, Inc.; and DOES 1 through 50, inclusive*, Case No. 20STCV00171, pursuing claims for violations of California’s wage and hour laws and Unfair Competition Law (herein, the “Action”);

B. On or about March 9, 2020, Plaintiff Anthony filed her First Amended Complaint (“FAC”) that added a cause of action for Penalties Pursuant to Labor Code § 2699, et seq. (“PAGA”);

C. On or about October 27, 2020, Plaintiff Anthony’s counsel notified Defendant that it had been retained by Travenia Morris and would be amending the FAC to name Plaintiff Morris as a co-class and PAGA representative.

D. On or about October 27, 2020, the Parties mediated the Action before David Phillips, Esq.

E. On or about October 27, 2020, subject to a mediator’s proposal the Parties reached an agreement, which would resolve the claims within the release discussed herein on a class-wide basis, subject to the Parties entering into a more comprehensive written settlement agreement; and

F. Defendant denies liability of Plaintiffs’ claims and contentions, and denies that Defendant or any of its agents engaged in any unlawful or improper conduct with respect to Plaintiffs or any putative class member, including on a class-wide basis, and denies any liability on these claims;

NOW, THEREFORE, the Parties desire to settle, compromise, and avoid any further litigation relating to the events or facts giving rise, or related to, the contentions described in any of the pleadings in this action, and have agreed to settle the Action by agreement, subject to approval by the Court upon the terms and conditions and for the consideration set forth in this Settlement Agreement.

I. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Settlement Agreement shall have the meanings set forth below:

A. “Class Counsel” means:

Eric B. Kingsley
Liane Katzenstein Ly
Ari J. Stiller
KINGSLEY & KINGSLEY, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-2903

B. “Class Counsel Attorneys’ Fees” means the amount to be paid to Class Counsel for attorneys’ fees, in an amount not to exceed one-third of the Settlement Proceeds (\$43,333.33), pursuant to Section III of this Settlement Agreement subject to the Court’s approval.

C. “Class Information” means information regarding Settlement Class Members and PAGA Members that Defendant shall in good faith compile from their records and shall transmit in electronic form to the Settlement Administrator and shall include each Settlement Class Member and PAGA Member’s full name; last known address; Social Security or other identifying number; and Pay Periods.

D. “Class Period” means January 3, 2016 through the earlier of December 27, 2020 or the date that the Court preliminarily approves this Settlement Agreement.

E. “Counsel for Defendant” means:

Ashley Farrell Pickett
Bryan W. Patton
GREENBERG TRAURIG, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067
Telephone (310) 586-7700

F. “Court” means the Superior Court of the State of California, County of Los Angeles.

G. “Effective Date” means the later of: (1) ten (10) calendar days after entry of the Final Approval Order and Judgment if no notice is filed within that time seeking appeal of the Final Approval Order or Judgment; or (2) if a notice of appeal is filed, the date upon which all appellate and/or other proceedings resulting from the notice of appeal have been finally terminated in such a manner as to permit the Final Approval Order and Judgment to take effect in the form described herein.

- H. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll taxes, including, but not limited to FICU and FUTA, on the portion of the Settlement Payments that constitutes wages, to the extent required by law. Employer’s Share of Payroll Taxes will be paid separately from the Settlement Proceeds.
- I. “Final Fairness and Approval Hearing” is the final hearing at which the Court will consider whether this Settlement Agreement is fair, adequate and reasonable.
- J. “Final Approval Order” means the order granting final approval of this Settlement Agreement, substantially in the form of Exhibit “B” hereto.
- K. “Incentive Award” means the amount to be paid to Plaintiffs as an incentive award pursuant to Section III of this Settlement Agreement subject to the Court’s approval, and which shall not exceed \$5,000 each for Plaintiffs Anthony and Morris.
- L. “Judgment” means the final judgment to be entered by the Court upon granting final approval of the Settlement as binding upon the Parties, Participating Class Members and PAGA Members, substantially in the form of Exhibit “C” hereto.
- M. “Litigation Costs” means the amount to be paid to Class Counsel for litigation costs pursuant to Section III of this Settlement Agreement subject to the Court’s approval.
- N. “LWDA” means the California Labor and Workforce Development Agency.
- O. “Net Settlement Amount” means the Settlement Proceeds less Court approved deductions for Class Counsel Attorneys’ Fees, Litigation Costs, Incentive Award, and Settlement Administration Costs.
- P. “Notice” means a document substantially in the form of the Notice attached as Exhibit 1 to the Proposed Order which is attached hereto as Exhibit A which has been agreed to by the Parties, subject to Court’s approval, and which the Settlement Administrator will mail to each Settlement Class Member and PAGA Member explaining the terms of the Settlement, their respective Pay Periods, their estimated share of the Net Settlement Amount and PAGA Payment, and the opt-out and objection procedures. The Notice shall be mailed in both English and Spanish.
- Q. “Notice of Objection” means a Settlement Class Member’s timely and valid written objection to the Settlement as set forth in Section III(G)(2) below.
- R. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*
- S. “PAGA Member” means any and all nonexempt California employees of Defendant who received overtime pay or a meal or rest break premium in the same pay period in which they received a shift differential during the PAGA Period.

- T. “PAGA Payment” means the sum of \$7,500.00 allocated from the Settlement Proceeds as payment for Plaintiffs’ claims under PAGA. Seventy-five percent of the PAGA Payment (\$5,625.00) will be paid to the LWDA and the remaining twenty-five percent (\$1,875.00) shall be paid to PAGA Members in the manner described in Section III.C.1.
- U. “PAGA Period” means January 3, 2019 through December 27, 2020.
- V. “Participating Class Members” means those Settlement Class Members who have not timely opted-out pursuant to Section III.
- W. “Parties” means Plaintiffs and Defendant.
- X. “Pay Period” means each pay period in which a Settlement Class Member or PAGA Member received overtime pay or a meal or rest break premium in the same pay period in which they received a shift differential during the Class Period or PAGA Period.
- Y. “Preliminary Approval Date” means the date upon which the Court enters an Order preliminarily approving this Settlement Agreement and authorizing the mailing of the Notice by the Settlement Administrator.
- Z. “Released Class Claims” means any and all claims, demands, rights, liabilities, and/or causes of action , which arose at any time during the Class Period based on the facts or claims asserted by Plaintiffs Rochelle Anthony or Travenia Morris in the Second Amended Complaint in the Action on their own behalf or on behalf of a putative class member, or based on any facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures that arise out of, in any way, the claims made and facts alleged in the Action, including without limitation violations of any state or federal statutes, rules, or regulations (including the Fair Labor Standards Act), based on an assertion that Released Parties (1) failed to pay wages and/or overtime under Labor Code §§ 510, 1194; and 1199; (2) failed to provide Meal Breaks or correctly pay meal break premiums Pursuant to Labor Code §§ 226.7 and 512; (3) failed to provide accurate wage statements; (4) failed to pay all wages due at termination; and/or (5) engaged in any unfair and unlawful business practices.
- AA. “Released PAGA Claims” means all claims for civil penalties which arose at any time during the PAGA Period based on the facts asserted by Plaintiff Rochelle Anthony in her January 3, 2020 notice letter to the Labor & Workforce Development Agency and alleged in the Second Amended Complaint in the Action, which are or could be the basis of claims for penalties under the California Labor Code’s Private Attorneys General Act (Labor Code § 2698 *et seq.*) based on violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2 or 1199.
- BB. “Released Parties” means Defendant together with its past and present parents, subsidiaries, divisions, partners and affiliates, and their respective past and present

stockholders, officers, directors, employees including managers, attorneys and insurersDead.

- CC. “Releasors” means all members of the Settlement Class, as well as their successors, assigns, heirs, executors, trustees, and administrators.
- DD. “Request for Exclusion” means a timely and valid written request by a Settlement Class Member to opt out of, or exclude oneself from, the Settlement as set forth in Section III(G)(1) below.
- EE. “Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails the Notice to Settlement Class Members, and the last date on which Settlement Class Members may submit a Notice of Objection or Request for Exclusion as set forth in Section III(G).
- FF. “Settlement Administration Costs” means all fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement Agreement including, but not limited to (i) preparing, issuing and/or monitoring reports, filings, and notices (including the cost of translating into Spanish, printing and mailing all Notices and other documents to the Settlement Class) required to be prepared in the course of administering the Settlement Proceeds; (ii) processing Notices of Objection and Requests for Exclusion; (iii) computing the amount of and distributing the Settlement Payments, Class Counsel Attorneys’ Fees, Litigation Costs, Incentive Award, PAGA Payment to the LWDA, and any other payments to be made out of the Settlement; and (iv) preparing and filing all tax returns and information returns and any other filings required by any governmental taxing authority or agency arising out of this settlement, and which shall not exceed \$5,234.00.
- GG. “Settlement Administrator” means ILYM Group, Inc., which shall be the settlement administration firm mutually selected by the Parties and approved by the Court, which the Parties have agreed will be responsible for administration of the settlement pursuant to the terms set forth in this Settlement Agreement.
- HH. “Settlement Agreement” means this settlement agreement, including the attached Exhibits.
- II. “Settlement Checks” means the checks that will be issued to each Participating Class Member and PAGA Member pursuant to the procedure set forth in Section III, each of which will include the following language: “To Participating Class Members only: By cashing this check I am releasing all Released Class Claims described in the Notice of Class Action Settlement for Case No. 20STCV00171 (“Action”), including all claims I may have under the FLSA related to or arising out of the facts asserted in the Action.” The checks shall also be accompanied by a notice stating that judgment has been entered pursuant to California Rules of Court, rule 3.771(b).

- JJ. “Settlement Class” means any and all nonexempt California employees of Defendant who received overtime pay or a meal or rest break premium in the same pay period in which they received a shift differential during the Class Period.
- KK. “Settlement Class Member” means an individual member of the Settlement Class.
- LL. “Settlement Payment” means the amount to be paid to each Participating Class Member and PAGA Member.
- MM. “Settlement Proceeds” means \$130,000.00 and represents the total and maximum amount that Defendant will be required to pay pursuant to this Settlement Agreement, which shall be inclusive of all Settlement Payments to Participating Class Members, Class Counsel Attorneys’ Fees, Litigation Costs, Incentive Award, Administration Costs, and PAGA Payment. The Settlement Proceeds do not include Employer’s Share of Payroll Taxes, which shall be paid separately.

II. FILING OF SECOND AMENDED COMPLAINT

- A. The Parties Agree that this Settlement Agreement is contingent on Plaintiffs filing a Second Amended Complaint modified only to add Plaintiff Morris as a class representative and revise the class definition to be consistent with Settlement Class Members as defined by this Agreement.
- B. Defendant will stipulate to the filing of Plaintiff’s Second Amended Complaint, which Plaintiff will draft, provide to Defendant for review within seven (7) business days of the execution of this Settlement Agreement, and file within ten (10) business days of the execution of this Settlement Agreement.

III. SETTLEMENT APPROVAL AND PAYMENT PROCEDURES.

A. Settlement Proceeds.

1. Defendant will pay a gross amount of \$130,000.00 in settlement of the Action. The Settlement Proceeds consist of the following estimated payments: (i) up to \$5,234.00 for Settlement Administration Costs; (ii) up to \$10,000 for Incentive Awards to Plaintiffs (\$5,000 for each Plaintiff) as approved by the Court; (iii) up to \$43,333.33 for Class Counsel Attorneys’ Fees as approved by the Court; (iv) up to \$9,250.00 for Litigation Costs as approved by the Court; (v) \$5,625.00 as the LWDA’s 75 percent share of the PAGA Payment; and (vi) Settlement Payments to Participating Class Members and PAGA Members. In no event will any funds from the Settlement Proceeds revert to Defendant.

B. Retention of Settlement Administrator and Provision of Class Information.

1. Not later than five (5) business days after the Preliminary Approval Date, the parties will retain the Settlement Administrator to: (1) perform a National Change of Address (“NCOA”) search of the Class List prior to the initial mailing; (2) translate the Notice into Spanish; (3) distribute the Notice

to all Settlement Class Members and PAGA Members in both English and Spanish; (4) receive, analyze for validity, and forward to the Court, Class Counsel and Counsel for Defendant requests to “opt-out” of the Settlement or “object” to the Settlement; (5) distribute Notices of Preliminary Approval of Class Action Settlement; (6) identify persons who validly and timely opt-out; (7) be available to Settlement Class Members, PAGA Members, Counsel for Defendant and Class Counsel to answer inquiries; (8) determine the Settlement Payment to each Participating Class Member and PAGA Member; (9) prepare a final list of Participating Class Members, PAGA Members, and Settlement Payments; (10) distribute Settlement Payments to Participating Class Members and PAGA Members upon final approval; (11) transfer the value of any unclaimed funds to the agreed upon cy pres designee pursuant to California Code of Civil Procedure section 384; and (12) perform other, customary duties of a Settlement Administrator in a settled class action. The Court-appointed Settlement Administrator will be experienced and qualified in the administration of class action monetary settlement distribution. The Settlement Administrator will establish an address and telephone number to receive Settlement Class Members’ and PAGA Members’ inquiries about the Notice and settlement procedures. All Settlement Administration Costs will be included within the maximum \$5,234.00 for Settlement Administration Costs.

2. Defendant will provide the Class Information to the Settlement Administrator and Class Counsel within seven (7) business days of the Preliminary Approval Date.

C. Settlement Formula and Distribution.

1. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be allocated among Participating Class Members on a pro rata basis and shall be calculated and distributed as follows.

First, Defendant will use its payroll records to calculate the total number of Pay Periods worked by each Participating Class Member during the Class Period.

Second, the total of these Pay Periods for each Participating Class Member will then be divided by the total of these Pay Periods by all Participating Class Members to create a “Final Percentage” for each Participating Class Member.

Third, that Final Percentage for each Participating Class Member will then be multiplied by the Net Settlement Amount to determine the Participating Class Member’s pro rata recovery under this Settlement.

2. **Allocation of PAGA Payment.** Seventy-five percent of the PAGA Payment (\$5,625.00) will be paid to the LWDA and the remaining twenty-five percent (\$1,875.00) will be paid to PAGA Members. Each PAGA Member’s share of the PAGA Payment shall be allocated on a pro rata basis as follows:

First, Defendant will use its payroll records to calculate the total number of Pay Periods worked by each PAGA Member during the PAGA Period.

Second, the total of these Pay Periods for each PAGA Member will then be divided by the total of these Pay Periods by all PAGA Members to create a “Final Percentage” for each PAGA Member.

Third, that Final Percentage for each PAGA Member will then be multiplied by the employees’ total share of the PAGA Payment to determine the PAGA Member’s pro rata recovery.

D. Request for Preliminary Approval and Certification.

1. Upon execution of this Settlement Agreement by all Parties, the Parties jointly will move the Court to grant preliminary approval of the Settlement Agreement and for preliminary certification, for settlement purposes only, of the Settlement Class. By that joint request, the Parties will ask the Court to issue an order in the form of the “[Proposed] Order Granting Preliminary Approval of Class Action Settlement and for Class Notice of Settlement and Fairness Hearing” (“Proposed Order”) attached hereto as Exhibit A, granting preliminary approval of the Settlement Agreement, granting certification the Settlement Class for settlement purposes only, approving the Notice attached as Exhibit 1 to the Proposed Order, and setting a Final Fairness and Approval Hearing (herein “Preliminary Approval Order”). The Parties’ submission will include such pleadings and evidence as may be required for the Court to determine that this Settlement Agreement is fair, adequate and reasonable and that it constitutes a “good faith settlement.” Plaintiff will draft the Preliminary Approval Motion and accompanying documents and provide them to Defendant for review. Within 10 calendar days, Defendant will provide Plaintiff with its comments. The Parties will thereafter meet and confer in good faith to finalize the Preliminary Approval Motion and accompanying documents for filing.
2. Upon, or prior to, the filing of the motion for preliminary approval, Class Counsel also will submit the Settlement Agreement to the LWDA and perform all necessary actions set forth in Cal. Labor Code section 2698, *et seq.*
3. The Parties and their counsel agree that if this Settlement Agreement is not finally approved by the Court or Defendant elects to withdraw from the Settlement Agreement under any of the terms in Section III(I)(1)-(3), provisional certification of any Settlement Class will be vacated without prejudice to the Parties’ respective positions on the issues of class certification, and that this agreement cannot and will not be used or submitted as evidence that class certification on the merits of these claims is or would be appropriate. In such event, Defendant will have the right to object to class certification of the Action on all available bases as if the Settlement Agreement had never been negotiated or executed.

4. The Parties and their counsel further recognize that Settlement Class Members' release of claims arising under the Fair Labor Standards Act ("FLSA") is a material term of this Settlement Agreement. Should the Court refuse to acknowledge during preliminary approval or final approval of the Settlement Agreement that Settlement Class Members who do not opt-out of the class settlement will be deemed to have released FLSA claims as well as state law claims, Defendant alone shall have the option, in their sole discretion, and notwithstanding any other provisions of this Settlement Agreement, to withdraw from the Settlement Agreement in its entirety, whereupon the Settlement Agreement shall be null and void for any and all purposes. Defendant may exercise their option to void this Settlement Agreement as provided in this paragraph by giving notice, in writing, to Class Counsel and the Court no later than (10) business days after the preliminary approval or final approval hearing date. Should Defendant elect to withdraw from the Settlement Agreement as provided in this paragraph, all costs incurred by the Settlement Administrator as of that date shall be paid by Defendant.

E. Settlement Administrator's Mailing of Notice.

1. Within ten (10) business days of receipt of the Class Information from Defendant, and using the Class Information provided to it by Defendant, having updated that list through the National Change of Address Database and along with any updated information provided by Defendant and/or Class Counsel concerning Settlement Class Members' and PAGA Members' addresses, the Settlement Administrator will send by first-class United States mail to the last known address for each Settlement Class Member and PAGA Member a Notice in the form of the "Notice of Class Action Settlement" attached as Exhibit 1 to the Proposed Order attached as Exhibit A hereto.
2. Within three (3) business days of receipt of the Class Information from Defendant, the Settlement Administrator shall notify counsel for the Parties that the list has been received and state the number of Settlement Class Members and PAGA Members, and number of Pay Periods.
3. The individualized estimated Settlement Payment amount set forth in the Notice sent to each Settlement Class Member and PAGA Member shall be calculated by the methods set forth in Section III(C), above.
4. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to locate the Settlement Class Members and PAGA Members through reasonable and customary efforts used in the administration of such settlements, including checking the National Change of Address database and performing a skip trace. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or social security number of the

Settlement Class Member or PAGA Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten (10) days of receiving notice that a notice was undeliverable. Settlement Class Members and PAGA Members who receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline extended twenty (20) days from the original Response Deadline.

5. Costs of printing and mailing the Notice, including the cost of re-mailing such notices and forms returned as undeliverable that include a forwarding address, will be included within the Settlement Administration Costs.
6. Compliance with the procedures described in this Section III shall constitute due and sufficient notice to Settlement Class Members and PAGA Members of this Settlement, and the Final Fairness and Approval Hearing shall satisfy the requirements of due process, and nothing else shall be required of Plaintiffs, Class Counsel, Defendant, Counsel for Defendant, or the Settlement Administrator to provide notice of the Settlement and the Final Fairness and Approval Hearing in the Action.

F. Settlement Class Members' Response to Settlement Proceed Calculations.

The Notice shall explain that any Settlement Class Member or PAGA Member who disputes the information shown on his or her Notice regarding the Pay Periods he or she worked during the Settlement Class Period or PAGA Period may submit a written dispute to the Settlement Administrator within forty-five (45) calendar days of the mailing of the Notice. Any such Settlement Class Member or PAGA Member must submit any documentation relating to his or her dispute along with the written dispute. The Settlement Administrator shall notify Counsel for Defendant and Class Counsel of any such dispute no later than five (5) calendar days after receiving notice of the dispute. The Settlement Administrator may confer with Counsel for Defendant and Class Counsel in an attempt to resolve any issues raised by Settlement Class Members or PAGA Members relating to Settlement Payment amounts, and may request that Defendant review any materials submitted by the Settlement Class Member or PAGA Member, as well as Citizen's personnel or payroll records regarding a Settlement Class Member or PAGA Member's Settlement Payment. Defendant and Class Counsel may review and evaluate any such materials and, after review and evaluation of such materials, determine whether to modify, adjust or correct its personnel and payroll records. However, Citizen's personnel and payroll records and its interpretation of those records shall be presumptively correct and shall control in resolving any issue or dispute.

G. Exclusion and Objection Procedures.

1. Requests for Exclusion.
 - a. The Notice shall explain that Settlement Class Members who wish to exclude themselves from the Settlement must submit a valid Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must: (1) contain the name,

address, and telephone number of the person requesting exclusion; (2) be signed by the Settlement Class Member; and (3) be postmarked by the Response Deadline and delivered to the Settlement Administrator at the specified address. Subject to review by Class Counsel, Counsel for Defendant and the Court, the date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used by the Settlement Administrator to determine whether a Settlement Class Member has timely requested exclusion from the Settlement. Any Settlement Class Member who timely and properly requests to be excluded from the Settlement shall not be entitled to any benefits under the Settlement and shall not be bound by the terms of the Settlement and shall not have any right to object to the Settlement or appeal from the entry of the Judgment. Settlement Class Members who do not submit a valid and timely Request for Exclusion as set forth above shall be bound by all terms of the Settlement and the Judgment entered in this Action if the Settlement is finally approved by the Court.

- b. Plaintiffs as class representatives will receive the right to seek an incentive award, and, by signing this agreement, are deemed to be Participating Class Members and waive any ability to opt out of the Settlement. The Parties and their counsel recognize that Plaintiffs' waiver of any right to opt out of the Settlement is a material term of this Settlement Agreement.

2. Objections to Settlement.

- a. The Notice shall explain that any Participating Class Member who wishes to object to the Settlement may do so in writing or in person at the Final Fairness and Approval Hearing. Any written objections shall be filed with the Court, with copies sent to Class Counsel and Counsel for Defendant by the Response Deadline. All written objections must (1) state the basis therefor; (2) contain the name, address, and telephone number of the person objecting; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and delivered to the Settlement Administrator at the specified address. Subject to review by Class Counsel, Counsel for Defendant and the Court, the date of the postmark on the envelope containing the written objection shall be the exclusive means used by the Settlement Administrator to determine whether a Settlement Class Member has timely filed a written objection to the Settlement.
- b. Class Counsel and Counsel for Defendant will file any responses to any written Notices of Objection at least seven (7) calendar days before the Final Fairness and Approval Hearing.

H. Settlement Administrator's Record Keeping and Reporting Obligations Prior To Final Approval.

1. As soon as practicable following the Response Deadline, and in all events no later than seven (7) business days after the Response Deadline, the Settlement Administrator will provide Class Counsel and Counsel for Defendant with a declaration attesting to completion of the notice process set forth in this Section III, including an explanation of efforts to re-send undeliverable notices returned with forwarding addresses, which declaration will be filed with the Court via the Motion for Final Approval of Class Action Settlement.
2. The Settlement Administrator will stamp the date received, and if received by United States First Class Mail, also retain the postmark date, on the original of any Request for Exclusion it receives. Each week from the time notice is mailed until the Response Deadline, the Settlement Administrator will (a) provide a report to Class Counsel and Counsel for Defendant concerning receipt of (i) Requests for Exclusion, (ii) Notices of Objection; (iii) disputes; and (iv) returned mail, and (b) provide copies of the Requests for Exclusion and/or Notice(s) of Objection it has received to Class Counsel and Counsel for Defendant by both email and overnight delivery.
3. Within ten (10) business days after the Response Deadline, the Settlement Administrator shall (a) notify both Class Counsel and Counsel for Defendant regarding the total number of Requests for Exclusion; (b) send a final list of all Requests for Exclusion to Class Counsel and Counsel for Defendant by email; and (c) serve copies of all Requests for Exclusion and the envelopes accompanying the Requests for Exclusion by mail on Class Counsel and Counsel for Defendant.

I. Election to Withdraw from the Settlement.

1. If more than ten percent (10%) of the individuals within the definition of the Settlement Class collectively validly and timely request exclusion from the Action and/or Settlement, Defendant shall have the option, in its sole discretion, and notwithstanding any other provisions of this Settlement Agreement, to withdraw from the Settlement Agreement in its entirety, whereupon the Settlement Agreement shall be null and void for any and all purposes. If Defendant elects to exercise its rights under this provision, it will so notify Class Counsel and the Court no later than three (3) business days after receiving written notice via e-mail from the Settlement Administrator pursuant to Section III(H)(3) above of the number of opt-outs. If Defendant elects to withdraw from the Settlement pursuant to this paragraph, it shall be responsible for all costs incurred by the Settlement Administrator as of that date.
2. Defendant has represented that there are approximately 64 Settlement Class Members. To the extent the number of Settlement Class Members increases

beyond 64 by more than 10%, Defendant shall have the option to increase the Settlement Proceeds by a proportionate amount for each additional Settlement Class Member above the 10% allowance. If Defendant declines to increase the Settlement Proceeds pursuant to this provision, Plaintiffs shall have the right to terminate this Agreement, causing the Settlement Agreement to become null and void for any and all purposes. If Plaintiffs elect to exercise their rights under this provision, they will so notify Counsel for Defendant and the Court no later than three (3) business days after receiving notice from the Settlement Administrator pursuant to Section III(E)(2) above of the number of Settlement Class Members. If Plaintiffs elect to withdraw from the Settlement pursuant to this paragraph, they shall be responsible for all costs incurred by the Settlement Administrator as of that date.

3. Apart from Section III(D)(3) above, which is unaffected by this subsection, if the Court disapproves of or refuses to enforce any other material portion of this Agreement, each Party shall have the option, in its sole discretion, and notwithstanding any other provisions of this Settlement Agreement, to, within three (3) business days after such Court ruling, withdraw from the Settlement Agreement as it pertains to the Settlement in its entirety, whereupon it shall be null and void for any and all purposes. Either Party may exercise its option to void this Settlement Agreement as provided in this paragraph by giving notice, in writing, to opposing Counsel and to the Court no later than three (3) business days of the entry of the Court's order disapproving or refusing to enforce any material portion of this Agreement. Should a party elect to withdraw from the Settlement, all costs incurred by the Settlement Administrator as of that date shall be paid by the withdrawing Party.

J. Final Fairness and Approval Hearing.

1. Plaintiffs will move the Court to grant final approval of the Settlement Agreement at the Final Fairness and Approval Hearing, requesting that the Court (i) give this Settlement Agreement final approval; (ii) grant Class Counsel's application for Class Counsel Attorneys' Fees and Litigation Costs, (iii) grant Plaintiffs' application for an Incentive Award in an amount not to exceed \$10,000 (\$5,000 for each Plaintiff); (iv) approve the propriety of the PAGA Payment; and (v) approve the amount of the Net Settlement Amount.
2. At the Final Fairness and Approval Hearing, Plaintiffs and Defendant will ask the Court to give final approval to this Settlement Agreement. Defendant agrees not to oppose Class Counsel's application for Attorneys' Fees up to \$43,333.33 and Litigation Costs up to \$9,250.00, or Plaintiffs' request for an Incentive Award up to \$10,000 (\$5,000 for each Plaintiff). However, Defendant takes no position regarding the reasonableness of these amounts. Any reduction by the Court of the amounts sought by Class Counsel for Attorneys' Fees and Litigation Costs, or by Plaintiffs for an

Incentive Award, shall in no way alter the obligations of the Parties or Class Counsel under this Settlement Agreement or its validity. Any amounts not awarded by the Court for attorneys' fees, litigation costs, or a class representative enhancement shall remain in the Net Settlement Amount, and therefore be paid to Participating Class Members.

3. If the request for final approval is granted, the Parties shall request that the Court enter a Final Approval Order and enter Judgment. Class Counsel shall furnish the Settlement Administrator with a copy of the Final Approval Order and Judgment and serve notice of entry of Judgment within five (5) business days of receiving it. Class Counsel shall further submit the Judgment to the LWDA within five (5) business days of its entry, and perform all necessary actions set forth in Cal. Labor Code section 2698, *et seq.*

K. Post-Final Approval Reporting Obligations and Payment Procedures.

1. Prior to the payment of any portion of the Settlement Proceeds relating to the Action, the following conditions must be satisfied: final Court approval of the Settlement Agreement, entry of the Final Approval Order and Judgment, and reaching the Effective Date.
2. As soon as practicable after the court enters the Final Approval Order and Judgment, and in any event no later than five (5) business days thereafter, the Settlement Administrator will provide Class Counsel and Counsel for Defendant with a final report listing (a) the names of all Participating Class Members and PAGA Members; (b) the Settlement Payment for each Participating Class Member and PAGA Member; (c) the total of all Settlement Payments to be distributed to the Participating Class Members and PAGA Members (before deducting any additional amount required by law to be paid by the employer to any federal, state or local tax authority); and (d) the amount attributable to employer federal, state or local tax obligations.
3. The Settlement Payments to Participating Class Members described in Section III(C), above, are deemed for tax purposes to be comprised of 10% wages and 90% non-wage penalties, interest, and damages. The Settlement Payments to PAGA Members described in Section III(C), above, are deemed for tax purposes to be 100% non-wage payments for penalties. The component of each such payment deemed wages for tax purposes (a) shall be subject to required withholdings and deductions so that the net amount payable will be less than the gross amount; and (b) shall be reported in the year of payment as wage income to each Participating Class Member on an IRS Form W-2 or analogous form. Concerning the non-wage component of any such payment, any such Settlement Payment shall be reported in the year of payment on an IRS Form 1099 or analogous form if so deemed necessary by the Settlement Administrator.

4. Other than the withholding and reporting requirements specifically set forth above, Participating Class Members and PAGA Members shall be solely responsible for correctly characterizing, reporting and paying any federal, state and/or local income or other tax and other withholdings, if any, on any Settlement Payment made pursuant to this Settlement Agreement. The Parties agree they have not made any representations as to the taxability of any portion of the Settlement Payments, Litigation Costs, Attorneys' Fees or Incentive Payment and that this Settlement Agreement provides Settlement Class Members and PAGA Members with a reasonable and adequate opportunity to seek tax advice prior to responding to the Notice. In the event of an audit of Defendant or the Settlement Administrator with respect to this Settlement by any state or federal government agency, or if any tax authority should dispute the characterization of any of the Settlement Payments, Defendant reserves all rights to indemnification permitted by law.
5. Other than as set forth above, Defendant will not, unless otherwise required by law, make any deductions, withholdings or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions, from Settlement Payments to Participating Class Members or PAGA Members. Settlement Payments made to Participating Class Members and PAGA Members shall not create any credit or otherwise affect the calculation of any deferred compensation, benefit, or other compensation plan provided at any time by Defendant, nor will such payments be construed as compensation for purposes of determining eligibility for any health or welfare benefits or unemployment compensation.
6. As soon as practicable after the Effective Date, and in any event no later than five (5) business days after the Effective Date and receipt of the final report, Citizen will (a) provide to the Settlement Administrator a list reflecting withholding information based on each Participating Class Member's most recent IRS Form W-4 on file with Citizen, or if no such IRS Form W-4 is available, then as if the Participating Class Member were a single tax payer with no dependents and (b) wire to the Settlement Administrator the Settlement Proceeds of \$130,000.00.
7. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts provided by Defendant for processing and disbursement and as soon as practicable thereafter, but in no instance more than five (5) business days after receipt, the Settlement Administrator shall commence disbursement of the Settlement Payments as contemplated in Section III to each Participating Class Member and PAGA Member by first class U.S. mail.
8. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts provided by Defendant for processing and disbursement and as soon as practicable thereafter, but in no instance more

than five (5) business days after receipt, the Settlement Administrator will cause to be paid to Class Counsel the amount allocated by the Court toward Class Counsel Attorneys' Fees and Litigation Costs. The Settlement Administrator will wire such funds to Class Counsel pursuant to written instructions from Class Counsel. This payment will be reported on an IRS Form 1099 using Class Counsel's taxpayer number, and the form will be provided to Class Counsel and the pertinent taxing authorities as required by law.

9. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts provided by Defendant for processing and disbursement and as soon as practicable thereafter, but in no instance more than five (5) business days after receipt, the Settlement Administrator will cause to be paid to each Plaintiff amounts allocated by the Court towards an Incentive Award in an amount not to exceed \$10,000 (\$5,000 for each Plaintiff). The Incentive Awards are for services as a class representative and taking the risk of paying the costs of Defendant in the event of an unsuccessful outcome as well as Plaintiffs' assistance to Class Counsel in prosecuting this Action on behalf of absent class members. The Incentive Awards will be treated for purposes of tax reporting as non-wage income.
10. Distribution of PAGA Penalties to the LWDA. The Settlement Administrator shall disburse the LWDA's 75% share of PAGA Penalties (\$5,625.00) to the LWDA no later than fifteen (15) business days after the Effective Date, as its share of the PAGA penalty payment made herein, and shall resolve all PAGA claims released in this settlement.
11. No person shall have any claim against Plaintiffs, Class Counsel, the Settlement Administrator, any agent designated by Class Counsel, Defendant, or Counsel for Defendant based upon the distributions made substantially in accordance with this Settlement Agreement, the allocation of the Settlement Proceeds among Settlement Class Members or PAGA Members hereunder, and/or further orders of the Court.

L. No Additional Settlement Amounts.

1. The payment of monies pursuant to this Settlement Agreement constitutes a fair, reasonable, and adequate settlement of all Released Class Claims and Released PAGA Claims.
2. Defendant's monetary obligation under this Settlement Agreement is limited to the amounts specified herein. Except as otherwise specified herein, Defendant shall not be required to contribute additional amounts to the Settlement Proceeds under any circumstances.
3. Participating Class Members and PAGA Members will have one hundred eighty (180) calendar days from the date of issuance of each Settlement Check to cash or deposit the check. For any check not cashed after one

hundred eighty (180) calendar days, the Settlement Administrator will transfer the amount of uncashed funds represented by the check to Bet Tzedek Legal Services. The Parties agree that this organization qualifies, within the meaning of Code of Civil Procedure § 384, as a nonprofit organization that supports projects that will benefit the class or similarly situated persons and that promotes the law consistent with the objectives and purposes of the underlying causes of action in this Action, and that provides civil legal services to the indigent.

No later than five (5) days before the compliance hearing set by the Court, Plaintiff shall file a report specifying the total amount actually paid to class members, and the balance of unclaimed funds that will be paid to Bet Tzedek Legal Services, along with a proposed amended judgment stating these amounts, to comply with Code of Civil Procedure § 384 and so that the Court may complete the reporting requirements under Code of Civil Procedure § 384.5.

4. No further relief in the form of an injunction or relief other than as provided herein is agreed to.

M. Other Remedial Consideration.

In the event that this Settlement Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur, Defendant shall have no obligation to pay any of the \$130,000.00 Settlement Proceeds allocated toward settlement of the Action, including Class Counsel Attorneys' Fees, except that the Parties may, consistent with Sections III(I)(1) and III(I)(2), be obligated to pay sums reasonably incurred by the Settlement Administrator as of the date the cancellation, rescission, termination, voidance or nullification.

IV. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission.

Neither the acceptance nor the performance by Defendant of the terms of this Settlement Agreement nor any of the related negotiations or proceedings is or shall be claimed to be, construed as, or deemed a precedent or an admission by Defendant of the truth of any allegations in the Action, the claimed representative nature of the Action or the suitability for class treatment, the validity of any claims that were or could have been asserted by Plaintiffs, by any Settlement Class Member or PAGA Member (including any individual who requested to be excluded from the Settlement Class), or of any liability of Defendant in the Action.

B. Non-Evidentiary Use.

Neither this Settlement Agreement nor any of its terms, nor any statements or conduct in the negotiation or drafting of it, shall be offered or used as evidence by Plaintiffs, any Settlement Class Member or PAGA Member (including any

individual who requested to be excluded from the Settlement), Defendant, or their respective counsel, in the Action, or in any other action or proceeding; provided, however, that nothing contained in this Section III shall prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

C. No Collateral Attack.

This Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the Class Notice after the Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that a Settlement Class Member's Settlement Payment was improperly calculated or adjusted, or that any member of the Settlement Class failed to validly and timely submit a request for exclusion for any reason.

D. Nullification in Parts.

1. If either (a) the Court should for any reason fail to approve this Settlement substantially in the form agreed to by the Parties; or (b) the Final Approval Order and Judgment is reversed, modified or declared or rendered void, then (i) this Settlement Agreement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or effect, (iii) all Parties and Counsel to this settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court, and (iv) neither the Settlement Class nor Class Counsel shall receive any benefit, nor suffer any detriment from this Settlement.
2. Invalidation of any portion of this Settlement Agreement shall invalidate this Settlement Agreement with respect to the Action, unless the Parties shall agree in writing that the remaining provisions shall remain in full force and effect.

V. RELEASES AND WAIVERS

A. Participating Class Members' Release.

As of the date the settlement is funded pursuant to Section III.K.6, each Participating Class Member shall be deemed to have released all Released Parties of all Released Class Claims (as defined herein), as if they had manually signed this Settlement Agreement.

B. PAGA Members' Release.

As of the date the settlement is funded pursuant to Section III.K.6, each PAGA Member shall be deemed to have released all Released Parties of all Released PAGA Claims (as defined herein), as if they had manually signed this Settlement Agreement.

C. Waiver of California Labor Code Section 206.5.

THE PARTIES AGREE THAT ALL OF THE CLAIMS IN THE ACTION ARE DISPUTED, AND THAT THE PAYMENTS SET FORTH HEREIN CONSTITUTE PAYMENT IN FULL OF ANY AND ALL AMOUNTS ALLEGEDLY DUE TO THEM CONCERNING THE CLAIMS RELEASED HEREIN. TO THE EXTENT PLAINTIFFS AND/OR ANY PARTICIPATING CLASS MEMBER HAS CLAIMED OR COULD CLAIM THAT DEFENDANT OWE HIM/HER ANY ADDITIONAL COMPENSATION OF ANY KIND IN RELATION TO THE CLAIMS RELEASED HEREIN, PLAINTIFFS AND EACH AND EVERY PARTICIPATING CLASS MEMBER ACKNOWLEDGE AND AGREE THAT THERE IS A BONA FIDE DISPUTE OF WHETHER ANY SUCH PAYMENTS ARE ACTUALLY OWING AND, THEREFORE, IN EXCHANGE FOR THE SETTLEMENT PAYMENTS SET FORTH HEREIN, HEREBY SETTLE AND RELEASE ANY SUCH CLAIMS. MISCELLANEOUS PROVISIONS.

D. Separate Releases of Claims & Rights by Plaintiffs Rochelle Anthony and Travenia Morris.

Plaintiffs each hereby agree to the additional following General Release in exchange for the consideration provided herein, including the ability to seek an Incentive Award. As of the Effective Date, and in consideration of Defendant's promises and agreements as set forth herein, Plaintiffs fully release the Released Parties from any and all claims, liabilities, charges, grievances, obligations, costs, losses, liens, damages, injuries, attorneys' fees and costs, and other legal responsibilities (collectively referred to as "claims") of whatever kind and nature, character, and description, including those arising under any theory of law, whether common, constitutional, statutory, ordinance, regulation, guidance, opinion, interpretation, caselaw, or other source of law of any jurisdiction, foreign or domestic, whether now known or unknown, contingent or vested, anticipated or unanticipated, suspected or unsuspected, asserted or unasserted, whether in law, equity, or otherwise, which Plaintiffs may have against any of the Released Parties for any type of relief, including any and all claims arising out of and/or in any way related to either Plaintiff's hiring by, employment with or services provided for/to, or separation from, Citizen, which could have arisen out of any act or omission occurring from the beginning of time up through and including the execution of this Agreement. This release includes, to the fullest extent permissible, but is not limited to, any and all claims in law, equity, tort and/or contract; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; claims for discrimination, harassment, and/or retaliation; claims for misclassification; claims for untimely or unpaid minimum and overtime wages, claims for any wage and hour violations, including but not limited to meal period and rest break violations; assault, battery, false imprisonment, intentional interference with contractual relations, intentional or negligent infliction of emotional distress, invasion of privacy, negligence, defamation, intentional or negligent misrepresentation, fraud; breach of contract,

oral or written, express or implied, breach of any covenant of good faith and fair dealing, express or implied, and/or promissory estoppel; any claim for unlawful or unfair business practices; any claim under the Private Attorneys General Act of 2004; any claims under Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990, as amended; the Rehabilitation Act of 1973, as amended; the Rehabilitation Act of 1973, as amended; the National Labor Relations Act (NLRA), as amended; the Labor-Management Relations Act, as amended; the Family and Medical Leave Act (FMLA); the Employee Retirement Income Security Act (ERISA); the Lily Ledbetter Fair Pay Act; the Pregnancy Discrimination Act; the California Occupational Safety and Health Act and the Federal equivalent (OSHA); the Federal Worker Adjustment and Retraining Notification Act; the California Worker Adjustment and Retraining Notification Act; the Fair Labor Standards Act (including the Equal Pay Act); the Sarbanes-Oxley Act of 2002; the Immigration Control and Reform Act; the California Government Code; the California Business & Professions Code; the California Family Rights Act; the California Labor Code; the California Industrial Welfare Commission Wage Orders; the California Fair Employment and Housing Act; the California and United States Constitutions; and any local ordinance or federal or state statute, regulation or constitution.

Plaintiff Morris further agrees to release any and all claims for age discrimination under the Age Discrimination in Employment Act ("ADEA"), the Older Workers Benefit Protection Act ("OWBPA"), and any federal, state or local fair employment acts arising up to and through the date of her execution of this Agreement. Plaintiff Morris further agrees that, (i) she is receiving consideration beyond that which she otherwise would have been entitled to before signing this Agreement; (ii) she is hereby advised to consult with an attorney of her choice prior to the execution of this Agreement; (iii) she has been given twenty-one (21) calendar days from the date of receipt of this Agreement to decide whether or not to execute it; and (iv) she has seven (7) calendar days from the execution of this Agreement to revoke its execution as to claims under the ADEA, in which case this Agreement becomes null and void as to ADEA claims if Plaintiff elects revocation in that time. This Agreement is not deemed fully executed until the eighth day after Plaintiff Morris executes the Agreement, assuming the Plaintiff does not give Notice of revocation of this Agreement pursuant to the notice provisions herein during the seven (7) day period that follows that execution. Plaintiff Morris acknowledges, understands, and agrees that any such revocation must be in writing. If sent by U.S. mail, written revocation must be postmarked by midnight on the seventh day following the Execution Date, properly addressed and sent by certified mail, return receipt requested. Plaintiff Morris and Citizen agree that any later agreed-upon changes of this Agreement, whether material or immaterial, do not restart the running of the consideration of the revocation period identified above.

Plaintiffs understand that Plaintiffs are releasing claims that Plaintiffs may not now know about and that is Plaintiffs' knowing and voluntary intent. Plaintiffs understands that if Plaintiffs later discovers facts different from or in addition to those facts Plaintiffs currently know or believes to be true, this Agreement, and any

waivers and releases in this Agreement, will nevertheless remain effective in all respects despite such different or additional facts and even if Plaintiffs would not have agreed to this Agreement if Plaintiffs had had prior knowledge of such facts. Plaintiffs expressly waive any and all rights under Section 1542 of the California Civil Code, and any like provision or principal of common law in any foreign jurisdiction. Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This Release is intended to resolve any and all disputes of the Plaintiffs that exist or could exist against Releasees that can be validly released. Accordingly, this Release does not release claims that cannot be released by Plaintiffs as a matter of law, including but not limited to Plaintiffs' right to file a charge with or participate in a charge by the Department of Fair Employment and Housing or any other federal, state, or local administrative body or government agency authorized to enforce laws related to employment, claims for Workers' Compensation, unemployment compensation, or state disability insurance benefits pursuant to the terms of applicable state law.

VI. MISCELLANEOUS PROVISIONS.

A. Amendments.

1. The terms and provisions of this Settlement Agreement may be amended only by a written agreement which is signed by Class Counsel on behalf of Plaintiffs and Counsel for Defendant on behalf of Defendant. In addition, no amendment of this Settlement Agreement made after mailing of the Notice by the Settlement Administrator shall be valid unless approved by the Court, except as otherwise provided herein.
2. The Parties agree that time is of the essence, including but not limited to all deadlines with respect to the settlement administration, the payment of Settlement Payments, and the payment of Class Counsel Attorneys' Fees and Litigation Costs. Nevertheless, the Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, without further notice to the Court, except as to Court dates which must be approved by the Court. Any such extensions shall be in writing and signed by counsel for the Parties.

B. No Inducements.

Plaintiffs acknowledges that entering into this Settlement Agreement is a free and voluntary act without duress or undue pressure or influence of any kind or nature

whatsoever and that he has not relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Settlement Agreement.

C. Representations and Warranty.

Any Class Counsel Attorneys' Fees and Litigation Costs awarded by the Court will be paid to Kingsley & Kingsley, APC, and said firm represents and warrants that it is authorized by Plaintiffs to enter into this Settlement Agreement and to receive this payment, and releases Defendant and Counsel for Defendant for any claim by any other law firm arising out of the payment of attorneys' fees and costs. Class Counsel further represents and warrants that it is authorized to execute this Settlement Agreement and any amendments thereto on behalf of the Plaintiffs and to take all appropriate action required or permitted pursuant to this Settlement Agreement in order to effectuate its terms.

D. No Assignment.

None of the rights, commitments, or obligations recognized under this Settlement Agreement may be assigned by Plaintiffs, Class Counsel, or Defendant without the express written consent of the other Party and his or its respective counsel. The representations, warranties, covenants, and agreements by Defendant contained in this Settlement Agreement are for the sole benefit of Plaintiffs and the Settlement Class Members and PAGA Members under this Settlement Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

E. Confidentiality; No Press Release.

1. Plaintiffs, Plaintiffs' agents (including their spouses, if any) and Plaintiffs' Counsel each understand and hereby agree that they are in no way to publicize any information concerning this Agreement, and Plaintiffs' agents (including their spouses, if any) and Plaintiffs' Counsel understand and hereby agree that they shall make no statement to the press or any other media regarding this Agreement, or take any affirmative steps to publicize or disclose the existence or terms of this Agreement not necessary for the settlement approval process. Plaintiffs, Plaintiffs' agents (including their spouses, if any) and Plaintiffs' Counsel also understand and agree that the above agreements include, without limitation, publication, or disclosure via a website posting or social media (e.g. Facebook, Twitter). Plaintiff's Counsel also agrees that they will not solicit Settlement Class Members or PAGA Members who contact their office about this case to participate in additional litigation, although Plaintiff's Counsel shall not be precluded from representing any party who contacts Plaintiff's Counsel for the purpose of representation. This subsection does not apply to any subpoenas or other orders compelling discovery and/or testimony. Plaintiffs, Plaintiffs' agents (including their spouses, if any) and Plaintiffs' Counsel understand and agree that should they receive any subpoena or other order that they believe may compel discovery and/or testimony that would compel

them to make a disclosure prohibited by this provision, they shall promptly, and within 24 hours of receipt of such subpoena or order, provide Notice of such to Defense Counsel listed herein via email and telephone.

2. Nothing in this Section should be construed to infringe on Plaintiff or Plaintiff's counsel's ability to effectuate this Settlement Agreement, including filing preliminary approval documents, final approval documents, or any other documents required by the Court during the settlement approval process.

F. Subpoenas.

In the event the Agreement itself, or its terms, are subject to a formal or informal discovery request (including a notice of deposition or subpoena) in a pending action or formal demand in a government investigation, the Party to whom the request or demand is made shall promptly give written notice to the other party in sufficient time to afford the other party a reasonable opportunity to protect its interests. Such notice shall be provided pursuant to paragraph VI.G (entitled "Notices") of this Agreement.

G. Notices.

Any notices required or permitted hereunder will be given to the appropriate party at the address specified below or at such other address as the party will specify in writing. Such notice will be deemed delivered upon personal delivery to the appropriate address or delivery by facsimile to the number specified below, if any, or if sent by certified or registered U.S. mail, three calendar days after the date of mailing.

If notice is given to Citizen, it will be sent to:

Ashley Farrell Pickett
Bryan W. Patton
Greenberg Traurig, LLP
1840 Century Park East, Ste 1900
Los Angeles, CA 90067
Ph: 310.586.7700
Fax: 310.586.7800
Email: Farrellpicketta@gtlaw.com
Pattonbw@gtlaw.com

If notice is given to the Plaintiffs, it will be sent to:

Eric B. Kingsley
Liane Katzenstein Ly
Ari J. Stiller
Kingsley & Kingsley, APC
16133 Ventura Blvd., Suite 1200

Encino, CA 91436
Telephone: (818) 990-8300
Email: eric@kingsleykingsley.com
liane@kingsleykingsley.com
ari@kingsleykingsley.com

H. Agreement Constitutes a Complete Defense.

To the extent permitted by law, this Agreement may be pled as a full and complete defense to any action, suit, or other proceeding that may be instituted, prosecuted, or attempted against any of the released parties contrary to this Agreement.

I. Governing Law.

This Settlement Agreement shall be governed, construed, and interpreted, and the rights of Plaintiffs, the Settlement Class Members, PAGA Members, Class Counsel, Defendant, and the Released Parties shall be determined in accordance with California law without regard to its conflicts of laws principles.

J. Severability.

If it is determined that any term or provision of this Agreement is invalid or unenforceable, in whole or in part, then the remaining terms and provisions hereof shall be unimpaired.

K. Jurisdiction of the Court.

Following entry of the Final Approval Order and Judgment, the Court shall retain jurisdiction pursuant to California Code of Civil Procedure section 664.6 with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties, Class Counsel and Counsel for Defendant submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

L. Entire Agreement.

This Settlement Agreement, including the Exhibits referred to herein which form an integral part hereof, contains the entire understanding between the Parties with respect to the subject matter contained herein. This Settlement Agreement has been drafted jointly and is not to be construed against either Party. In case of any conflict between text contained in this Settlement Agreement and text contained in Exhibits to this Settlement Agreement, the former shall be controlling. There are no restrictions, promises, representations, warranties, covenants, or undertakings

governing the subject matter of this Settlement Agreement other than those expressly set forth or referred to herein. This Settlement Agreement supersedes all prior agreements and understandings between the Parties with respect to the Settlement.

M. Counterparts.

This Settlement Agreement, and any amendments hereto, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

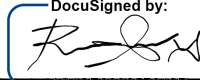
N. Attorneys' Fees and Costs.

Neither Class Counsel nor any other attorneys acting for, or purporting to act for the Settlement Class, Settlement Class Members, PAGA Members or Plaintiffs may recover or seek to recover any amounts for fees, costs or disbursements from the Released Parties except as expressly provided herein.

IT IS AGREED.

Date: March 12, 2021

ROCHELLE ANTHONY

By: 
 Rochelle Anthony, Plaintiff

TRAVENIA MORRIS

Date: March __, 2021

By: _____
Travenia Morris, Plaintiff

CITIZEN WATCH COMPANY OF AMERICA,
INC.

Date: March __, 2021

By: _____
Its: _____

Approved as to form only:

KINGSLEY & KINGSLEY, APC

governing the subject matter of this Settlement Agreement other than those expressly set forth or referred to herein. This Settlement Agreement supersedes all prior agreements and understandings between the Parties with respect to the Settlement.

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IT IS AGREED.

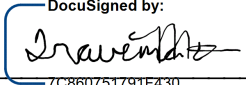
ROCHELLE ANTHONY

Date: March ___, 2021

By: _____
Rochelle Anthony, Plaintiff

TRAVENIA MORRIS

Date: March 12, 2021

By: _____
DocuSigned by:

7C860751791F430...
Travenia Morris, Plaintiff

CITIZEN WATCH COMPANY OF AMERICA,
INC.

Date: March ___, 2021

By: _____

Its: _____

Approved as to form only:

KINGSLEY & KINGSLEY, APC

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IT IS AGREED.

ROCHELLE ANTHONY

Date: March ___, 2021

By: _____
Rochelle Anthony, Plaintiff

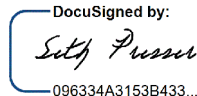
TRAVENIA MORRIS

Date: March ___, 2021

By: _____
Travenia Morris, Plaintiff

CITIZEN WATCH COMPANY OF AMERICA,
INC.

Date: March 15, 2021

By:  _____
Seth Presser
Its: Vice President, Legal

Approved as to form only:

Date: March 16, 2021

KINGSLEY & KINGSLEY, APC

By: _____



Eric B. Kingsley

Liane Katzsenstein Ly

Ari J. Stiller

Attorneys for Plaintiffs Rochelle Anthony, Travenia
Morris, and the Settlement Class

GREENBERG TRAURIG, LLP

Date: March 15, 2021

By: _____



Ashley Farrell Pickett

Bryan W. Patton

Attorneys for Defendant Citizen Watch Company of
America, Inc.

EXHIBIT A

ACTIVE 54359466v1

ACTIVE 55769700v1

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq., Cal. Bar No. 185123
eric@kingsleykingsley.com
LIANE KATZENSTEIN LY., Esq., Cal. Bar No. 259230
liane@kingsleykingsley.com
ARI J. STILLER, Esq., Cal. Bar No. 294676
ari@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300
Fax: (818) 990-2903

Attorneys for Plaintiffs and the Proposed Class

GREENBERG TRAURIG, LLP
Ashley Farrell Pickett (SBN 271825)
Ryan C. Bykerk (SBN 274534)
Bryan W. Patton (SBN 294910)
Matthew J. Weber (SBN 318097)
1840 Century Park East, Suite 1900
Los Angeles, CA 90067
Tel: (310) 586-7700; Fax: (310) 586-7800
Email: farrellpickett@gtlaw.com
bykerkr@gtlaw.com
pattonbw@gtlaw.com
webermat@gtlaw.com

Attorneys for Defendants
CITIZEN WATCH COMPANY OF AMERICA, INC.

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

ROCHELLE ANTHONY, on behalf of herself
and others similarly situated,

PLAINTIFF,

v.

CITIZEN WATCH COMPANY OF AMERICA,
INC.; and DOES 1 thru 50, inclusive,
DEFENDANTS.

CASE NO.: 20STCV00171

[Case assigned for All Purposes to Hon. Judge
Maren Nelson, in Dept. 17]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, APPROVING
NOTICE, AND SETTING DATE FOR FINAL
APPROVAL HEARING**

1 The Joint Motion for Preliminary Approval of Class Action Settlement (“Joint Motion”) filed by
2 Plaintiffs Rochelle Anthony and Travenia Morris (“Plaintiffs”) and Defendant Citizen Watch Company
3 of America, Inc. (“Citizen” or “Defendant”) came regularly for hearing before this Court as duly noticed.
4 After consideration of all the papers filed in connection therewith, the arguments of counsel, and all other
5 matters presented to the Court, the Court hereby makes a preliminary finding that the proposed class action
6 settlement is fair, reasonable, adequate and in the best interests of the settlement class. Good cause
7 appearing therefor, the Court **GRANTS** the Joint Motion and **ORDERS** as follows:

8 1. The terms of the settlement reached by Plaintiffs and Defendant, as set forth in the
9 Settlement Agreement, are hereby preliminarily approved as being fair, reasonable and adequate to the
10 members of the Settlement Class, subject to further consideration at the final approval hearing after the
11 distribution of the notice to the members of the Settlement Class as provided in paragraph 6 of this
12 Order. The Court notes that class members’ release of claims arising under the Fair Labor Standards
13 Act (“FLSA”) is a material term of this settlement agreement and acknowledges that putative class
14 members who do not opt-out of the class settlement will be deemed to have waived FLSA claims as
15 well as state law claims.

16 2. The following settlement class is preliminarily approved for settlement purposes only,
17 and is referred to herein as the “Settlement Class”: any and all nonexempt California employees of
18 Citizen Watch Company of America, Inc. who received overtime pay or a meal or rest break premium
19 in the same pay period in which they received a shift differential between January 3, 2016 and
20 _____.

21 3. The Court makes the following preliminary findings for settlement purposes only:

- 22 A. The Settlement Class, which consists of approximately 64 persons, is so
23 numerous that joinder of all members is impracticable;
- 24 B. There appear to be questions of law or fact common to the Settlement
25 Class for purposes of determining whether this Settlement should be
26 approved;
- 27 C. Plaintiffs’ claims appear to be sufficiently typical for settlement purposes
28 of the claims being resolved through the proposed settlement;
- D. Plaintiff appears to be capable of fairly and adequately protecting the
interests of the Settlement Class Members in connection with the proposed
settlement;

1 E. Common questions of law and fact appear to predominate over questions
2 affecting only individual persons in the Settlement Class for the purposes
3 of approving this settlement. Accordingly, the Settlement Class appears
4 to be sufficiently cohesive to warrant settlement by representation; and

5 F. Certification of the Settlement Class for settlement purposes appears to be
6 superior to other available methods for the fair and efficient resolution of
7 the claims of the Settlement Class.

8 4. The Court appoints Kingsley & Kingsley, APC, as counsel on behalf of the Settlement
9 Class (“Class Counsel”) for purposes of settlement only.

10 5. Plaintiffs Rochelle Anthony and Travenia Morris are hereby appointed as representatives
11 of the Settlement Class (“Class Representatives”) for purposes of settlement only.

12 6. The Court appoints ILYM Group, Inc. as the third-party settlement administrator.

13 7. The Court approves as to form and content the “Notice of Class Action Settlement”
14 (“Notice”) attached as Exhibit 1 hereto.

15 8. The Court authorizes mailing of the Notice to the Settlement Class Members by first-
16 class United States mail to their last known addresses within ten (10) business days of receipt of the
17 Class Information from Defendant.

18 9. The Court orders that pursuant to the California Private Attorneys General Act, Labor
19 Code §§ 2698, et seq. (“PAGA”), statutory notice of this Settlement has been and will continue to be
20 given to the Labor & Workforce Development Agency.

21 10. A hearing to consider and determine (i) whether the Settlement Agreement should be
22 finally approved, (ii) whether Class Counsel’s application for attorneys’ fees and costs should be
23 approved, and (iii) whether the application for a Class Representative incentive award should be
24 approved, is hereby set for _____ 2021 at __:__ a.m.

25 11. The Court sets the following deadlines:

26 Deadline for Defendant to provide Class 27 Information to Settlement Administrator	7 business days after entry of Preliminary Approval Order
28 Deadline for Settlement Administrator to mail Notice to Settlement Class Members	10 business days after receiving Class Information from Defendant

Deadline for Class Members to opt out of or object to the Settlement (“Response Deadline”)	45 calendar days after Notice Packets are mailed by the Settlement Administrator to Settlement Class Members
Deadline for Class Counsel to file Motion for Attorneys’ Fees and Costs and Motion for Final Approval of Class Action Settlement	_____

12. The Court expressly reserves the right to adjourn or continue the final fairness hearing from time to time without further notice to members of the Settlement Class.

IT IS SO ORDERED.

Dated _____

THE HONORABLE MAREN NELSON

EXHIBIT 1

According to Citizen Watch Company of America, Inc.'s ("Citizen") records, you worked for Citizen as a nonexempt employee in the State of California and received overtime or other premium pay in the same pay period that you worked a shift differential ("Pay Periods"). Citizen's records indicate that you worked [redacted] such Pay Periods in California between January 3, 2016 and [end date of class period] and [redacted] such Pay Periods in California between January 3, 2019 and [end date of PAGA period].

Based on the number of Pay Periods you worked, your estimated individual settlement payment is \$ [redacted]. Please note this is only an estimate and your actual payment may be greater or smaller than this amount.

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

ROCHELLE ANTHONY, on behalf of herself and
others similarly situated,

PLAINTIFF,

v.

CITIZEN WATCH COMPANY OF AMERICA, INC.;
and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV00171

NOTICE OF CLASS ACTION SETTLEMENT

The Superior Court of the State of California County of Los Angeles (the "Court") authorized this Notice of Class Action Settlement ("Notice"). This is not a solicitation from a lawyer. The Court has given preliminary approval to a settlement of this lawsuit. If you were a nonexempt Citizen employee in the State of California at any time from January 3, 2016 through [end date of class period] (the "Class Period"), you should read this Notice carefully because it will affect your rights.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SHARE OF THE SETTLEMENT	If you do nothing, you will receive a Settlement Payment and release certain claims under state law and federal law, including Fair Labor Standards Act ("FLSA") claims.
EXCLUDE YOURSELF OR "OPT OUT"	If you opt out of the lawsuit, you will <u>not</u> receive any payment under this settlement. In addition, you will not release any of your claims and will be free to pursue any claims you may have against Citizen, but you will release all claims for civil penalties based on the PAGA letter and facts alleged in the Second Amended Complaint in the Action from January 3, 2019 through December 27, 2020.
OBJECT	If you believe the proposed settlement is not fair, adequate or reasonable, you may submit an objection and/or may appear in Court in person or through an attorney and explain why you do not like the settlement. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.

- The Court has not yet decided whether to finally approve the settlement. Payments will be made if the Court approves the settlement and after appeals (if any) are resolved.

BASIC INFORMATION

1. Why did I receive this Notice?

You received this Notice because Citizen's records show that you were a nonexempt Citizen employee in California and received overtime or other premium pay in the same pay period that you worked a shift differential during the Class Period and/or PAGA Period ("Pay Periods"). This Notice explains that the Court has granted preliminary approval of a proposed settlement of a class action and PAGA lawsuit that may affect you, your legal rights, what benefits are available, and how to get them.

2. What is this lawsuit about?

Plaintiffs Rochelle Anthony and Travenia Morris ("Plaintiffs" or "Class Representatives") allege on behalf of themselves and other non-exempt hourly employees in the State of California that Citizen failed to properly calculate non-exempt employees' pay rates, and as such, Citizen failed to timely pay wages after termination; failed to provide accurate wage statements; failed to properly pay meal period premiums; failed to pay overtime wages; violated the California Private Attorneys General Act; and engaged in unfair and unlawful business practices. Plaintiffs seek unpaid wages, penalties, interest, restitution, attorneys' fees and expenses.

Citizen strongly denies these allegations and asserts that it properly paid its employees consistent with all applicable laws. **Nothing in this Notice, or the Settlement itself, means that Citizen admits to any wrongdoing, but to avoid the costs of litigation the parties have agreed to settle the matter.**

The Court has not ruled on the merits of Plaintiffs' claims or Citizen's defenses.

3. What is a class action and who is involved?

The parties agreed to treat this case as a class action for purposes of settlement only. In a class action, one or more persons (in this case Rochelle Anthony and Travenia Morris) file a lawsuit on behalf of people who are alleged to have similar claims. These people together are called "Settlement Class Members." Settlement Class Members who do not submit a timely request for exclusion pursuant to the procedure set forth below in Section 13 are called "Participating Class Members." This case also involves representative claims for civil penalties under the California Labor Code's Private Attorneys General Act ("PAGA"), of which PAGA Members do not have the right to opt out. In this case, the parties have decided to settle the case. The Court has made a preliminary determination that the proposed settlement appears fair, adequate, and reasonable. The Court will decide whether to finally approve the proposed settlement after the Settlement Class Members are given a chance to exclude themselves from or object to the proposed settlement.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

The Court has certified for settlement purposes only the following class: any and all nonexempt California employees of Citizen who received overtime pay or a meal or rest break premium in the same pay period in which they received a shift differential between January 3, 2016 and [the date that the Court preliminarily approves this Settlement Agreement] ("Settlement Class Members" or "Settlement Class"). According to Citizen's records, you are a member of the Settlement Class.

THE SETTLEMENT BENEFITS-WHAT YOU RECEIVE

5. What does the settlement provide?

The proposed settlement requires Citizen to pay a maximum amount of one hundred and thirty thousand dollars (\$130,000) to settle this case. This amount includes payments for attorneys' fees (up to \$43,333.33) and costs (up to \$9,250.00) to Class Counsel, an incentive award for Plaintiffs (up to \$5,000 each), and Settlement Administration Costs (up to \$5,234.00). The amount remaining after these payments is the amount available to distribute to Settlement Class Members ("Net Settlement Amount"). Additionally, \$7,500 of the maximum payment will be the PAGA Payment, with \$5,625.00 of the PAGA Payment paid to the California Labor and Workforce Development Agency ("LWDA") and the remaining \$1,875.00 distributed to all PAGA Members.

6. How much will my payment be?

The Net Settlement Amount will be divided among all Settlement Class Members who do not request to be excluded from the settlement ("Participating Class Members") as follows: First, Citizen will use its payroll records to calculate the total Pay Periods worked by each Participating Class Member during the Class Period. Second, the total Pay Periods for each Participating Class Member will then be divided by the total of all Participating Class Members' Pay Periods during the Class Period to create a "Final Percentage" for each Participating Class Member. Fourth, that Final Percentage will then be multiplied by the Net Settlement Amount to determine the final amount of each Participating Class Member's pro rata recovery under this settlement.

Similarly, the employees' share of the PAGA Payment will be calculated as follows: First, Defendant will use its payroll records to calculate the total number of Pay Periods worked by each PAGA Member during the PAGA Period. Second, the total of these Pay Periods for each PAGA Member will then be divided by the total of these Pay Periods by all PAGA Members to create a "Final Percentage" for each PAGA Member. Third, that Final Percentage for each PAGA Member will then be multiplied by the employees' total share of the PAGA Payment to determine the PAGA Member's pro rata recovery.

The estimated number of Pay Periods you worked for Citizen as a non-exempt employee in California during the Class and PAGA Periods according to Citizen's records, and your estimated Settlement Payment are at the top of page 1 of this Notice. If you disagree with the number of Pay Periods stated on this Notice, you must send a letter to the Settlement Administrator within forty-five (45) calendar days of the mailing of this Notice stating the reasons why you dispute the number of Pay Periods and provide any supporting documentation that you have (for example, any paystubs). The information you provide should include the estimated number of Pay Periods you claim you worked as non-exempt Citizen employee in the State of California from January 3, 2016 through [end date of class period]. Citizen's records will be presumed correct unless you are able to provide credible and verifiable documentation to the Settlement Administrator that establishes otherwise. Failure to provide documentary evidence in support of your dispute will render your dispute invalid. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of pay periods that should be applied and/or the settlement payment to which you may be entitled.

Any disputes and supporting documentation must be mailed to the Settlement Administrator at the following address, postmarked no later than [Response Deadline].

Anthony v. Citizen Watch Company of America, Inc.
c/o [REDACTED]
P.O. Box [REDACTED]
[City], [State] [Zip]

7. Will taxes be withheld from my settlement payment?

For tax reporting purposes, your class settlement payment will be allocated as 10% wages, subject to required state and federal withholdings and deductions, reported on a form W-2; and 90% non-wage damages, interest, and penalties, reported on a form 1099-MISC, with no withholdings taken. Your PAGA settlement payment will be allocated 100% as non-wage payment for penalties.

8. How can I receive a payment?

If this Notice was sent to you at your current address, you do not need to do anything to receive your settlement payment.

If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address since working for Citizen or have any other reason to believe that Citizen does not have your current mailing address, then you should immediately notify the Settlement Administrator in writing stating your name and past and current addresses. The Settlement Administrator's address is:

Anthony v. Citizen Watch Company of America, Inc. Settlement Administration
c/o [REDACTED]
P.O. Box [REDACTED]
[City], [State] [Zip]

Otherwise, you do not need to do anything to receive a payment so long as you do not exclude yourself from the class.

9. What am I giving up if I stay in the class?

If you do not exclude yourself from the settlement, you will be bound by any judgment entered in this Action and will not be allowed to sue Citizen for any claims occurring between January 3, 2016 and [end date of class period], that arise from or are based on any and all claims alleged in the Second Amended Complaint in the Action. If you do not exclude yourself, all of the Court's orders will apply to you and you will release all Released Parties from all Released Class Claims as follows:

"Released Parties" means Defendant together with their past and present parents, subsidiaries, divisions, partners and affiliates, and their respective past and present stockholders, officers, directors, employees including managers, attorneys and insurers.

"Released Class Claims" means any and all claims, demands, rights, liabilities, and/or causes of action, which arose at any time during the Class Period based on the facts or claims asserted by Plaintiffs Rochelle Anthony or Travenia Morris in the Second Amended Complaint in the Action on their own behalf or on behalf of a putative class member, or based on any facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures that arise out of, in any way, the claims made and facts alleged in the Action, including without limitation violations of any state or federal statutes, rules, or regulations (including the Fair Labor Standards Act), based on an assertion that Released Parties (1) failed to pay wages and/or overtime under Labor Code §§ 510, 1194; and 1199; (2) failed to provide Meal Breaks or correctly pay meal break premiums Pursuant to Labor Code §§ 226.7 and 512; (3) failed to provide accurate wage statements; (4) failed to pay all wages due at termination; and/or (5) engaged in any unfair and unlawful business practices.

With respect to any claims under the Fair Labor Standards Act ("FLSA"), by cashing one or more of the Settlement Checks, you will be deemed to have opted-in and, by operation of the Final Order and Judgment, shall have, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all claims under the FLSA which arise under the facts asserted in the Action.

By failing to exclude yourself from the settlement, you further acknowledge and agree that all of the claims for wage and hour and payroll practice violations in the Action are disputed, and that all of the claims in the Action are disputed, and that payment under the Settlement constitute payment in full of any and all amounts allegedly due to you. You acknowledge and agree that California Labor Code section 206.5 is not applicable. That section provides in pertinent part:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

Whether or not you opt out of the class, you will be releasing civil penalties under PAGA as to the Released Parties as follows: "Released PAGA Claims" means all claims for civil penalties which arose at any time during the PAGA Period based on the facts asserted by Plaintiff Rochelle Anthony in her January 3, 2020 notice letter to the Labor & Workforce Development Agency and alleged in the Second Amended Complaint in the Action, which are or could be the basis of claims for penalties under the California Labor Code's Private Attorneys General Act (Labor Code § 2698 et seq.) based on violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2 or 1199.

10. When will I receive my settlement payment?

The Court has scheduled a Fairness/Final Approval Hearing on _____, 2021, at ___:___ a.m. in Dept. 17 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, CA, 90012, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to Participating Class Members and PAGA Members; and (2) whether the applications for attorneys' fees, costs, and the Plaintiffs' incentive award should be approved. If the Court approves the settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Fairness Hearing. Once the Order Granting Final Approval is signed by the Court, and if there is no appeal of the Court's order, then checks will be mailed to the Participating Class Members and PAGA Members. If an appeal is filed, then distributions will be delayed until after final resolution of any appeals.

11. What if I get my payment and don't cash it?

Each settlement check will be valid for 180 calendar days after it was issued. If you do not cash your check, you will still be bound by the terms of the settlement and you will release all Released Class Claims and Released PAGA Claims as described above. After 180 calendar days, the Settlement Administrator will stop payment on your check and will transfer the amount represented by the check to Bet Tzedek Legal Services, a nonprofit organization authorized by the Court.

12. What happens if I do nothing at all?

If you do nothing, you will receive a payment from the settlement and you will be bound by the terms of the settlement. For further information, you can speak with Class Counsel in this case identified below.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to retain the right to pursue claims against Citizen alleged in this case and/or you do not want a payment from this settlement, then you must take certain steps. This is called excluding yourself or "opting out" of the settlement. **DO NOT EXCLUDE YOURSELF IF YOU WISH TO RECEIVE MONEY FROM THIS SETTLEMENT.**

13. How do I request to be excluded from the settlement?

To exclude yourself from the settlement, you must submit a written request to be excluded from the Settlement ("Request for Exclusion") postmarked on or before **[Response Deadline]**, to the Settlement Administrator at the following address:

Anthony v. Citizen Watch Company of America, Inc. Settlement Administration
c/o [REDACTED]
P.O. Box [REDACTED]
[City], [State] [Zip]

In order to be valid, your Request for Exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number (for identification purposes only); (2) state that you are requesting to opt out of, or be excluded from, the settlement in *Anthony v. Citizen Watch Company of America, Inc.*; and (3) be signed by you. If you do not submit a timely and valid Request for Exclusion, you will be deemed a Participating Class Member, you will receive a settlement payment, and you will be bound by the release of Released Class Claims as described above and all other terms of the settlement. If you submit a valid and timely Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefits as a result of the Action and settlement and will not be entitled to or permitted to assert an objection to the settlement.

14. If I do not exclude myself, can I sue Citizen for the same claims later?

No. If you do not submit a valid and timely Request for Exclusion postmarked by **[Response Deadline]**, you will be bound by all terms of the settlement and any Final Approval Order and Judgment entered in the Action, if the settlement is approved by the Court. The settlement and Final Approval Order and Judgment will include a full release of claims in this Action, which will prevent you from suing Citizen or any related persons or entities for the claims released by the settlement. If you have a pending lawsuit, you should speak to your lawyer in that case immediately.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are asking not to be included in the settlement and will not receive a settlement payment.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed the following lawyers as Class Counsel to represent you and all Settlement Class Members:

Eric B. Kingsley
Liane Katzenstein Ly
Ari J. Stiller
Kingsley & Kingsley, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want to hire your own lawyer, you may do so at your own expense.

17. How will the lawyers and the Class Representatives be paid?

The amount of attorneys' fees and costs awarded to Class Counsel will be subject to the Court's discretion. You will not have to pay these fees and expenses separately. Class Counsel will request that the Court approve an award of attorneys' fees in an amount not to exceed \$43,333.33, and reimbursement of litigation costs of up to \$9,250.00.

Class Counsel will also request that the Class Representatives receive an additional amount called an "Incentive Award" for the risk and work in bringing and participating in this lawsuit. The amount of the Incentive Award will be subject to the Court's discretion, but in any event, will not exceed \$5,000.00 for each Class Representative. This Incentive Award shall be paid out of and deducted from the Settlement Proceeds. Lastly, as part of the preliminary approval of the settlement, the Court has approved payment of settlement administration expenses in the amount of up to \$5,234.00 to the Settlement Administrator from the Settlement Proceeds.

OBJECTING TO THE SETTLEMENT

18. How do I object?

If you think that the proposed settlement is not fair, adequate or reasonable, you can object to the proposed settlement. If you object, and the Court approves the settlement, then you will still receive a settlement payment, and you will be bound by the terms of the release as set forth in Section 9 above.

If you want to object to any part of the settlement, you may submit a written objection to the Court stating the basis for the objection and/or you may appear to object at the Final Fairness and Approval Hearing. Any written objection must be filed with the Court and copies thereof must be mailed or personally delivered to the attorneys listed below no later than [REDACTED], 2021.

All written objections should reference the case name and number (*Rochelle Anthony v. Citizen Watch Company of America, Inc.*, Case No. 20STCV00171) and be filed with the Clerk of Court no later than [REDACTED], 2021 at:

Superior Court of the State of California for the County of Los Angeles
312 North Spring Street, Los Angeles, CA, 90012

Copies of all documents filed with the Clerk of Court must be mailed or personally delivered to the following no later than [REDACTED], 2021:

CLASS COUNSEL Eric B. Kingsley Liane Katzenstein Ly Ari J. Stiller Kingsley & Kingsley, APC 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300
DEFENDANT'S COUNSEL Ashley Farrell Pickett Bryan W. Patton GREENBERG TRAURIG, LLP 1840 Century Park East, Ste. 1900 Los Angeles, CA 90067

The Final Approval Hearing is currently set for [REDACTED], 2021, at [REDACTED] :[REDACTED] .m. at Dept. 17 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, CA, 90012. Any individual attending the hearing must comply with the Court's current social distancing procedures for attendance at hearings, available on the Court's website at <https://www.lacourt.org>.

The hearing may be continued without further notice to you. You may check the Court's website at <http://www.lacourt.org/casesummary/ui/> and enter case number 20STCV00171 to determine if there have been any changes to the hearing date or time.

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the settlement class. Excluding yourself is telling the Court that you do not want to be part of the settlement class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the settlement?

A hearing will be held before the Honorable Maren Nelson on [REDACTED], 2021, at [REDACTED] :[REDACTED] .m., in Dept. 17 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, CA 90012, to determine whether the proposed settlement is fair, adequate, reasonable and should be finally

approved by the Court. At the hearing, Class Counsel will speak on your behalf and answer any questions Judge Nelson might have. Any individual attending the hearing must comply with the Court's current social distancing procedures for attendance at hearings, available on the Court's website at <https://www.lacourt.org>.

The hearing may be continued without further notice to you. You may check the Court's website at <http://www.lacourt.org/casesummary/ui/> and enter case number 20STCV00171 to determine if there have been any changes to the hearing date or time.

GETTING MORE INFORMATION

21. Are there more details about the settlement?
--

This Notice summarizes the terms of the proposed settlement. More details are in the settlement agreement. You may review the Court's files, which include the settlement agreement, at the office of the Clerk of Court located at 312 N. Spring Street, Los Angeles, CA, 90012, during regular business hours or by visiting the "Case Document Images" link on the Court's website, <https://www.lacourt.org>. Please check the Court's current social distancing procedures for attendance at hearings and review of court files, available on the Court's website at <https://www.lacourt.org/>.

22. How do I obtain additional information?

If you have questions regarding this Notice and/or the settlement, you may contact the Settlement Administrator at 1-XXX-XXX-XXXX or you may contact Class Counsel at the address and telephone number listed above.

PLEASE DO NOT CONTACT THE COURT, CITIZEN, OR CITIZEN'S ATTORNEYS WITH INQUIRIES.

EXHIBIT B

KINGSLEY & KINGSLEY, APC

ERIC B. KINGSLEY, Esq., Cal. Bar No. 185123

eric@kingsleykingsley.com

LIANE KATZENSTEIN LY., Esq., Cal. Bar No. 259230

liane@kingsleykingsley.com

ARI J. STILLER, Esq., Cal. Bar No. 294676

ari@kingsleykingsley.com

16133 Ventura Blvd., Suite 1200

Encino, CA 91436

Telephone: (818) 990-8300

Fax: (818) 990-2903

Attorneys for Plaintiffs and the Proposed Class

GREENBERG TRAURIG, LLP

Ashley Farrell Pickett (SBN 271825)

Ryan C. Bykerk (SBN 274534)

Bryan W. Patton (SBN 294910)

Matthew J. Weber (SBN 318097)

1840 Century Park East, Suite 1900

Los Angeles, CA 90067

Tel: (310) 586-7700; Fax: (310) 586-7800

Email: farrellpickett@gtlaw.com

bykerkr@gtlaw.com

pattonbw@gtlaw.com

webermat@gtlaw.com

Attorneys for Defendants

CITIZEN WATCH COMPANY OF AMERICA, INC.

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

ROCHELLE ANTHONY, on behalf of
herself and others similarly situated,

PLAINTIFF,

v.

CITIZEN WATCH COMPANY OF
AMERICA, INC.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO.: 20STCV00171

[Case assigned for All Purposes to Hon. Judge
Maren Nelson, in Dept. 17]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date:

Time:

Dept.: SS-17

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiffs Rochelle
3 Anthony and Travenia Morris (“Plaintiffs”) against Defendant Citizen Watch Company of
4 America, Inc. (“Defendant”). The Motion for Final Approval of Class Action Settlement came
5 before this Court on XXXX.

6 On XXXXXX, this Court entered an order granting preliminary approval of the Parties’
7 Settlement Agreement and Release of Claims (“Settlement Agreement”). Plaintiffs have applied
8 to the Court for an order granting final approval of the Settlement Agreement. The Settlement
9 Agreement sets forth the terms and conditions of the proposed Settlement and for entry of an
10 order of final approval and entry of final judgment thereon. Upon consideration of Plaintiff’s
11 Motion for Final Approval of Class Action Settlement; Motion for Approval of Attorneys’ Fees
12 and Costs, and all accompanying evidence, and good cause appearing, **THE COURT HEREBY**
13 **ORDERS AS FOLLOWS:**

14 1. The Court has personal jurisdiction over all Settlement Class Members and has
15 subject matter jurisdiction to approve the Settlement;

16 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
17 in compliance with California Code of Civil Procedure, the California and United States
18 Constitutions (including the due process clauses), the California Rules of Court and any other
19 applicable law, and in the best interest of each of the Parties and the Class members and is hereby
20 finally approved in all respects.

21 3. The Parties are directed to perform the terms of the Settlement as described in the
22 Settlement Agreement according to its terms and provisions.

23 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class
24 Members, except those who timely and properly filed Requests for Exclusion, and all PAGA
25 Members.

26 5. No class members have objected or opted out of the Settlement.

27 6. It is ordered that the Settlement Class is certified for settlement purposes only.

28 The Court finds that an ascertainable class exists and a well-defined community of interest exists
ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

ACTIVE 54359466v1

ACTIVE 55769700v1

1 in the questions of law and fact involved because in the context of the Settlement: (i) there are
2 questions of law and fact common to the Class Members for the purposes of this Settlement
3 which, as to the Settlement and all related matters, predominate over any individual questions;
4 (ii) the Claims of Plaintiffs are typical of the Claims of the Class members for the purposes of
5 this Settlement; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiffs
6 and Plaintiffs' Attorneys have fairly and adequately represented and protected the interests of the
7 Class Members.

8 7. The Court finds that the Notice and notice methodology implemented pursuant to
9 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was
10 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
11 pendency of the Action, their right to object to or exclude themselves from the proposed
12 Settlement and their right to appear at the Final Fairness and Approval Hearing; (iii) were
13 reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive
14 notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the
15 California and United States Constitution (including the Due Process Clause), the California
16 Rules of Court and any other applicable law.

17 8. The Settlement Class is hereby made final. The Settlement Class is defined as:
18 any and all nonexempt California employees of Citizen Watch Company of America, Inc. who
19 received overtime pay or a meal or rest break premium in the same pay period in which they
20 received a shift differential from January 3, 2016 through XXXXXX.

21 9. Pursuant to the Settlement Agreement, upon entry of this order, Plaintiff and each
22 Settlement Class Member shall fully release and discharge the Released Parties from:

23 any and all claims, demands, rights, liabilities, and/or causes of action , which
24 arose at any time during the Class Period based on the facts or claims asserted by
25 Plaintiffs Rochelle Anthony or Travenia Morris in the Second Amended
26 Complaint in the Action on their own behalf or on behalf of a putative class
27 member, or based on any facts, transactions, events, occurrences, acts, disclosures,
28 statements, omissions, or failures that arise out of, in any way, the claims made
and facts alleged in the Action, including without limitation violations of any state
or federal statutes, rules, or regulations (including the Fair Labor Standards Act),
based on an assertion that Released Parties (1) failed to pay wages and/or overtime
under Labor Code §§ 510, 1194; and 1199; (2) failed to provide Meal Breaks or
correctly calculate and provide premium pay to Class Members; (3)
failed to provide accurate wage statements; (4) failed to pay all wages due at

termination; and/or (5) engaged in any unfair and unlawful business practices.

10. The Settlement Agreement provides that the Settlement Proceeds of \$130,000.00. The Net Settlement Amount shall be determined according to the terms of the Settlement Agreement.

11. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement Agreement.

12. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the settlement. The Court hereby confirms Kingsley & Kingsley, APC and attorneys Eric B. Kingsley and Ari J. Stiller as Class Counsel.

13. The Court hereby finds the unopposed application of Class Counsel for an award of attorneys' fees and costs provided for under the Settlement Agreement to be fair and reasonable in light of all the circumstances, and is hereby granted. Of the Settlement Proceeds, \$43,333.33 shall be paid for attorneys' fees and \$9,250.00 for litigation costs.

14. The unopposed application for a Class Representative Enhancement Payment is hereby granted. Of the Settlement Proceeds, a \$5,000.00 enhancement payment shall be allocated to each of the Named Plaintiffs, Rochelle Anthony and Travenia Morris.

15. The unopposed application of Class Counsel for claims administration fees to ILYM Group, Inc. is hereby granted. Of the Settlement Proceeds, \$5,234.00 shall be paid to the Settlement Administrator for settlement administration fees.

16. The Court approves the PAGA penalties in the amount of \$7,500.00. The Court approves 75% of the PAGA penalties being allocated to the LWDA in the amount of \$5,625.00 and directs that the remaining 25% of the PAGA Penalties, in the amount of \$1,875.00, shall be allocated to the PAGA Members.

17. If a Class Member or PAGA Member does not cash his or her settlement check within 180 days, the uncashed funds and any interest accrued thereon shall be transmitted by the Settlement Administrator to the non-profit Bet Tzedek Legal Services pursuant to California Code of Civil Procedure section 384(b).

1 fees except as provided for in the Settlement Agreement.

2 19. The Parties are ordered to give notice to all Class Members in accordance with
3 California Rules of Court, rule 3.771(b).

4 20. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. § 664.6, the Court
5 shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well
6 as the administration and enforcement of the terms of the Settlement of this action to enforce the
7 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
8 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the
9 administration and enforcement of the Settlement.

10 21. The Court sets a compliance hearing for _____. No
11 later than five days before the compliance hearing, the Parties shall file a compliance report
12 specifying the total amount paid to class members, and the residual of unclaimed funds that will
13 be paid to the non-profit organization specified above, along with a proposed amended judgment
14 directing payment of the residual funds pursuant to Code of Civil Procedure section 384.

15
16 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT C

KINGSLEY & KINGSLEY, APC

ERIC B. KINGSLEY, Esq., Cal. Bar No. 185123

eric@kingsleykingsley.com

LIANE KATZENSTEIN LY., Esq., Cal. Bar No. 259230

liane@kingsleykingsley.com

ARI J. STILLER, Esq., Cal. Bar No. 294676

ari@kingsleykingsley.com

16133 Ventura Blvd., Suite 1200

Encino, CA 91436

Telephone: (818) 990-8300

Fax: (818) 990-2903

Attorneys for Plaintiffs and the Proposed Class

GREENBERG TRAURIG, LLP

Ashley Farrell Pickett (SBN 271825)

Ryan C. Bykerk (SBN 274534)

Bryan W. Patton (SBN 294910)

Matthew J. Weber (SBN 318097)

1840 Century Park East, Suite 1900

Los Angeles, CA 90067

Tel: (310) 586-7700; Fax: (310) 586-7800

Email: farrellpickett@gtlaw.com

bykerkr@gtlaw.com

pattonbw@gtlaw.com

webermat@gtlaw.com

Attorneys for Defendants

CITIZEN WATCH COMPANY OF AMERICA, INC.

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

ROCHELLE ANTHONY, on behalf of herself
and others similarly situated,

PLAINTIFF,

v.

CITIZEN WATCH COMPANY OF AMERICA,
INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO.: 20STCV00171

[Case assigned for All Purposes to Hon.
Judge Maren Nelson, in Dept. 17]

[PROPOSED] FINAL JUDGMENT

Date:

Time:

Dept.: SS-17

1 The Court has received and considered the motions of Plaintiffs Rochelle Anthony and
2 Travenia Morris ("Plaintiffs") for preliminary and final approval of the Settlement Agreement
3 and Release of Claims ("Settlement Agreement" or "Settlement") entered into between Plaintiffs
4 on behalf of themselves and a class conditionally certified for settlement purposes, on the one
5 hand, and Defendant Citizen Watch Company of America, Inc. ("Defendant"), on the other, and
6 has entered an order granting final approval of the Settlement.

7 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

8 The Court, having entered an order granting Final Approval of this Settlement, hereby
9 enters FINAL JUDGMENT in favor of Plaintiffs and the Class Members and PAGA Members,
10 and against Defendant in the amount of \$130,000.00 in accordance with the terms of the
11 Settlement Agreement. The Parties are hereby ordered to comply with the terms of the Settlement
12 Agreement. The Parties shall bear their own costs and attorneys' fees except as otherwise
13 provided by the Settlement Agreement and the Final Approval Order.

14 This document shall constitute a Judgment for purposes of California Rules of Court,
15 rule 3.769(h). This Judgment is intended to be a final disposition of the above-captioned action
16 in its entirety.

17 **DATED:** _____

18 **JUDGE OF THE SUPERIOR COURT**

EXHIBIT "B"

	A	C	D	E	F	G	H	I	J	K	L
1											
2											
3											
4											
5											
6	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
7	Adams and Reese	\$500	\$225	\$255	\$165	\$198	\$305	\$278	\$197	\$300	\$275
8	Andrews Kurth	\$795	\$400	\$460	\$210						
9	Arent Fox	\$675	\$395	\$440	\$240						
10	Armstrong Teasdale	\$450	\$295	\$295	\$165						
11	Baker, Donelson, Bearman, Caldwell & Berkowitz	\$525	\$230	\$315	\$160	\$205	\$325	\$280	\$200	\$320	\$270
12	Barnes & Thornburg	\$485	\$265	\$295	\$180	\$225	\$350	\$302	\$220	\$355	\$310
13	Bass, Berry & Sims PLC	\$575	\$300	\$285	\$180						
14	Best Best & Krieger	\$495	\$290	\$350	\$160	\$203	\$275	\$212	\$235	\$390	\$265
15	Bond, Schoeneck & King	\$435	\$200	\$250	\$140	\$179	\$294	\$253	\$175	\$295	\$300
16	Bradley Arant Rose & White	\$520	\$240	\$280	\$180	\$211	\$335	\$258	\$205	\$330	\$260
17	Briggs and Morgan	\$500	\$250	\$325	\$195	\$233	\$391	\$344	\$230	\$395	\$350
18	Brinks Hofer Gilson & Lione	\$650	\$300	\$410	\$180	\$273	\$479	\$365	\$250	\$485	\$350
19	Broad and Cassel	\$450	\$250	\$310	\$165	\$232	\$361	\$294	\$225	\$360	\$275
20	Brownstein Hyatt Farber Schreck	\$675	\$260	\$270	\$170	\$219	\$373	\$308	\$218	\$390	\$325
21	Bryan Cave	\$695	\$320	\$495	\$165	\$295	\$493	\$394	\$295	\$490	\$375
22	Buchanan Ingersoll & Rooney	\$750	\$320	\$460	\$150						
23	Bullivant Houser Bailey	\$500	\$225	\$350	\$150	\$240	\$285	\$260	\$220	\$275	\$250
24	Burr & Forman	\$470	\$250	\$305	\$175	\$235	\$340				
25	Butzel Long	\$575	\$210	\$350	\$155						
26	Carlton Fields	\$600	\$280	\$375	\$190	\$243	\$406	\$312	\$245	\$405	\$300
27	Cooley Godward Kronish	\$875	\$470	\$555	\$250						
28	Covington & Burling	\$800	\$510	\$525	\$240						
29	Cozen O'Connor	\$750	\$230	\$530	\$155	\$283	\$420	\$350	\$280	\$425	\$340
30	Curtis, Mallet-Prevost, Colt & Mosle	\$735	\$635	\$560	\$280	\$361	\$666	\$396	\$360	\$685	\$480
31	Davis Wright Tremaine	\$695	\$300	\$390	\$170	\$257	\$430	\$375	\$250	\$423	\$375
32	Day Pitney	\$650	\$350	\$525	\$210	\$306	\$472	\$374	\$310	\$465	\$375
33	Dickinson Wright	\$530	\$260	\$275	\$170						
34	Dickstein Shapiro Morin & Oshinsky	\$825	\$425	\$440	\$225	\$336	\$552	\$438	\$360	\$550	\$425
35	Dinsmore & Shohl	\$475	\$235	\$285	\$155	\$199	\$342	\$275	\$190	\$340	\$250
36	Dorsey & Whitney	\$750	\$220	\$470	\$145	\$274	\$463	\$375	\$260	\$463	\$365
37	Duane Morris	\$705	\$315	\$465	\$150	\$310	\$475	\$416	\$305	\$470	\$415
38	Dykema Gossett	\$625	\$245	\$390	\$185	\$272	\$403				
39	Edwards Angell Palmer & Dodge	\$700	\$350	\$450	\$170	\$293	\$515	\$407	\$280	\$513	\$400
40	Epstein Becker & Green	\$675	\$280	\$440	\$155	\$290	\$471	\$380	\$280	\$475	\$395
41	Fenwick & West	\$775	\$500	\$500	\$245	\$360	\$590	\$395	\$370	\$600	\$410
42	Foley & Lardner	\$855			\$185	\$387	\$550	\$476	\$375	\$550	\$475
43	Ford & Harrison	\$560	\$325	\$395	\$210						
44	Fowler White Boggs Banker	\$500	\$230	\$325	\$150	\$217	\$345	\$303	\$210	\$340	\$300
45	Fox Rothschild	\$595	\$240	\$440	\$190						

	A	C	D	E	F	G	H	I	J	K	L
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
46											
47	Frost Brown Todd	\$455	\$225	\$255	\$145	\$180	\$303	\$256	\$170	\$295	\$255
48	Gardere Wynne Sewell	\$715	\$350	\$425	\$220	\$292	\$472	\$405	\$265	\$475	\$405
49	GrayRobinson, PA	\$500	\$175	\$250	\$250	\$198	\$319	\$224			
50	Greenberg Traurig, PA	\$850	\$300	\$505	\$175	\$311	\$490	\$407	\$310	\$500	\$415
51	Harris Beach	\$475	\$250	\$275	\$140						
52	Hiscock & Barclay LLP	\$375	\$220	\$250	\$160	\$185	\$278	\$245	\$180	\$280	\$250
53	Hodgson Russ	\$645	\$215	\$395	\$155	\$219	\$337	\$254	\$205	\$350	\$250
54	Hogan & Hartson	\$850	\$300	\$525	\$150	\$385	\$600	\$490	\$370	\$590	
55	Holland & Hart	\$585	\$275	\$345	\$165	\$269	\$388	\$335	\$275	\$385	\$335
56	Holme Roberts & Owen	\$635	\$285	\$420	\$195	\$284	\$412	\$353	\$265	\$410	\$345
57	Howard, Rice, Nemerovski, Canady, Falk & Rabkin	\$775	\$495	\$485	\$275						
58	Hughes Hubbard & Reed	\$825	\$595	\$560	\$240						
59	Husch & Eppenberger	\$425	\$190	\$260	\$130	\$179	\$297	\$248	\$175	\$295	\$245
60	Jackson Lewis	\$575	\$235	\$450	\$210						
61	Jenner & Block LLP	\$900	\$450	\$425	\$275	\$327	\$562		\$325	\$525	
62	Jones, Walker, Waechter, Poitevent, Carrere & Denegre	\$600	\$210	\$225	\$150						
63	Kelley Drye & Warren	\$800	\$400	\$500	\$255						
64	Knobbe, Martens, Olson & Bear	\$645	\$340	\$420	\$215						
65	Lane Powell Moss & Miller	\$515	\$300	\$300	\$205	\$255	\$370	\$345	\$255	\$370	\$345
66	Lathrop & Gage	\$450	\$225	\$300	\$140	\$185	\$300	\$215	\$185	\$300	\$260
67	Leonard, Street and Deinard	\$500	\$300	\$300	\$185						
68	Lewis, Rice & Fingersh	\$425	\$240	\$295	\$130						
69	Lindquist & Vennum	\$500	\$260	\$260	\$165						
70	Locke, Lord, Bissell & Liddell	\$900	\$375	\$390	\$190	\$281	\$488	\$399	\$280	\$490	\$425
71	Loeb & Loeb	\$875	\$425	\$500	\$240	\$384	\$606	\$505	\$400	\$600	\$500
72	Lord, Bissell & Brook	\$690	\$335	\$410	\$200	\$299	\$473	\$410	\$300	\$475	\$415
73	Lowenstein Sandler	\$725	\$380	\$395	\$205						
74	Luce, Forward, Hamilton & Scripps	\$725	\$325	\$450	\$220	\$281	\$465	\$381	\$280	\$475	\$395
75	Manatt, Phelps & Phillips	\$785	\$520	\$480	\$265	\$395	\$600	\$518	\$415	\$590	\$550
76	Marshall, Dennehey, Warner, Coleman & Goggin	\$400	\$135	\$300	\$120						
77	McCarter & English LLP	\$650	\$325	\$395	\$205						
78	McElroy Deutsch, Mulvaney & Carpenter	\$450	\$295	\$225	\$135	\$180	\$250	\$195	\$165	\$235	\$215
79	McKee Nelson	\$920	\$635	\$595	\$375	\$446	\$760	\$489	\$455	\$755	\$475
80	Michael Best & Friedrich	\$550	\$225	\$300	\$185	\$234	\$363	\$321	\$235	\$350	\$325
81	Miles & Stockbridge	\$535	\$315	\$405	\$205	\$260	\$397				
82	Miller & Martin	\$580	\$230	\$295	\$160	\$201	\$338	\$306	\$195	\$340	\$320
83	Miller, Canfield, Paddock and Stone, PLC	\$595	\$265	\$340	\$160	\$225	\$400	\$285	\$220	\$400	\$335
84	Montgomery, McCracken, Walker & Rhoads	\$575	\$320	\$320	\$195	\$260	\$419	\$360			
85	Moore & Van Allen	\$765	\$265	\$330	\$175						
86	Morgan, Lewis & Bockius	\$850	\$375	\$575	\$200						
87	Morris, Manning & Martin	\$625	\$350	\$400	\$180	\$285	\$436	\$380	\$310	\$395	\$440
88	Nexsen Pruet Jacobs & Pollard	\$420	\$220	\$250	\$150						
89	Ogletree, Deakins, Nash, Smoak & Stewart	\$575	\$270	\$360	\$200	\$256	\$348	\$312			
90	Patton Boggs	\$920	\$320	\$520	\$205	\$375	\$536	\$456	\$385	\$525	\$455
91	Pepper Hamilton	\$750	\$335	\$425	\$200						
92	Perkins Coie	\$805	\$205	\$500	\$145						

	A	C	D	E	F	G	H	I	J	K	L
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
93											
94	Phelps Dunbar	\$450	\$170	\$205	\$130	\$174	\$243	\$184	\$175		
95	Phillips Lytle	\$435	\$245	\$300	\$140	\$205	\$309	\$223	\$205	\$300	\$215
96	Polsinelli Shalton Welte Suelthaus	\$600	\$250	\$250	\$175						
97	Quarles & Brady	\$575	\$260	\$335	\$185	\$233	\$377	\$319	\$235	\$375	\$325
98	Reed Smith	\$825	\$350	\$510	\$200	\$374	\$558	\$395	\$350	\$525	\$385
99	Robinson & Cole	\$575	\$340	\$325	\$200	\$295	\$424	\$328	\$280	\$420	\$330
100	Roetzel & Andress	\$460	\$210	\$275	\$110	\$198	\$302	\$264	\$200	\$300	\$260
101	Rutan & Tucker	\$600	\$335	\$350	\$210						
102	Saul Ewing	\$750	\$315	\$485	\$180	\$273	\$426	\$357	\$255	\$415	\$365
103	Schnader Harrison Segal & Lewis	\$750	\$240	\$385	\$175						
104	Schulte Roth & Zabel	\$850	\$650	\$585	\$235	\$435	\$724		\$440	\$745	
105	Sheppard, Mullin, Richter & Hampton	\$795	\$425	\$550	\$260						
106	Shughart Thomson & Kilroy	\$475	\$235	\$225	\$160						
107	Shumaker, Loop & Kendrick	\$465	\$200	\$360	\$180	\$221	\$311	\$289	\$220	\$305	\$300
108	Sills Cummis Epstein & Gross	\$650	\$350	\$375	\$195						
109	Smith, Gambrell & Russell	\$575	\$250	\$345	\$175						
110	Snell & Wilmer	\$675	\$275	\$390	\$170	\$248	\$390				
111	Steptoe & Johnson PLLC	\$325	\$200	\$250	\$170						
112	Stinson Morrison Hecker	\$600	\$230	\$250	\$175	\$207	\$333	\$295	\$225	\$365	\$285
113	Stoel Rives	\$500	\$275	\$350	\$160	\$231	\$379	\$324	\$230	\$375	\$330
114	Strasburger & Price	\$560	\$225	\$395	\$200	\$234	\$367	\$326	\$223	\$363	\$322
115	Sullivan & Worcester	\$700	\$415	\$420	\$245	\$309	\$550	\$438	\$290	\$540	\$440
116	Sutherland Asbill & Brennan	\$715	\$375	\$415	\$215	\$292	\$511	\$335	\$280	\$500	\$305
117	Thacher Proffitt & Wood	\$785	\$525	\$495	\$275	\$353	\$674	\$428	\$365	\$700	\$395
118	Thompson & Knight	\$730	\$370	\$370	\$205	\$295	\$496	\$415	\$310	\$485	\$400
119	Thompson Coburn	\$580	\$265	\$370	\$170						
120	Ulmer & Berne	\$470	\$240	\$290	\$165	\$212	\$343	\$280			
121	Vedder, Price, Kaufman & Kammholz	\$650	\$335	\$410	\$205	\$281	\$430	\$372	\$370	\$425	\$365
122	Wiggin and Dana	\$590	\$295	\$350	\$195						
123	Williams Mullen	\$600	\$300	\$425	\$205						
124	Wilmer Cutler Pickering Hale and Dorr	\$1,000	\$475	\$495	\$215						
125	Winstead Sechrest & Minick	\$620	\$345	\$360	\$180						
126	Winston & Strawn	\$845	\$400	\$590	\$200	\$365	\$608	\$455	\$395	\$640	\$523
127	Womble Carlyle Sandridge & Rice	\$575	\$290	\$370	\$195	\$268	\$426	\$355	\$265	\$425	\$360

EXHIBIT "C"

THE WALL STREET JOURNAL.

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<http://www.wsj.com/articles/legal-fees-reach-new-pinnacle-1-500-an-hour-1454960708>

BUSINESS | LAW

Legal Fees Cross New Mark: \$1,500 an Hour

Billing rates for partners at elite corporate law firms keep rising, despite low inflation, weak demand



Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at the mounting hourly fees of law partners at elite corporate law firms. Above, the U.S. Bankruptcy Court in New York. *PHOTO: BRENDAN MCDERMID/REUTERS*

By **SARA RANDAZZO** and **JACQUELINE PALANK**

Updated Feb. 9, 2016 10:11 a.m. ET

The day of the \$1,500-an-hour lawyer has arrived.

Partners at some of the nation's top law firms are approaching—and, in a few cases, surpassing—that watershed billing rate, making the \$1,000-an-hour legal fees that once seemed so steep look quaint by comparison.

Despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn, according to Citi Private Bank's Law Firm Group.

“We just raise them every year,” said John Altorelli, a finance lawyer at DLA Piper LLP in New York, who says the firm has set his rate at more than \$1,500 an hour. Mr. Altorelli, who filed for personal bankruptcy in 2014 to halt a legal battle with the estate of his former law firm, Dewey & LeBoeuf LLP, cracked the \$1,000-an-hour mark a decade ago. His fees have risen steadily ever since.

To soften the blow to clients, Mr. Altorelli does more than half his work on some kind of fixed-fee basis. “Using hourly rates is really anachronistic, but we still do it,” he said.

Raising rates ensures that law firms keep up with the competition and helps them wrest more money from clients, who routinely demand discounts for all but the most sensitive work.

“If you think of the rules of supply and demand, how in the world can they keep raising their rates?” said Jeff Carr, a former general counsel of oil-and-gas services and equipment company FMC Technologies who for years has been an outspoken opponent of hourly legal rates.

The rate creep has boosted law firms’ revenue at a time when many of them are under pressure from lower-cost legal-service providers and corporate clients that are keeping more legal work in-house. Revenue at law firms rose 4% last year, according to Wells Fargo Private Bank’s Legal Specialty Group, though demand rose just 0.5%.

“Lots of law firms will charge whatever the market can bear,” said the head of one of the nation’s 200 largest law firms.

Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at mounting fees. These court filings show the rates of partners specializing in corporate restructuring, as well as those with specialties like tax, litigation and corporate law.

A review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour, with top rates at several large law firms exceeding \$1,400.

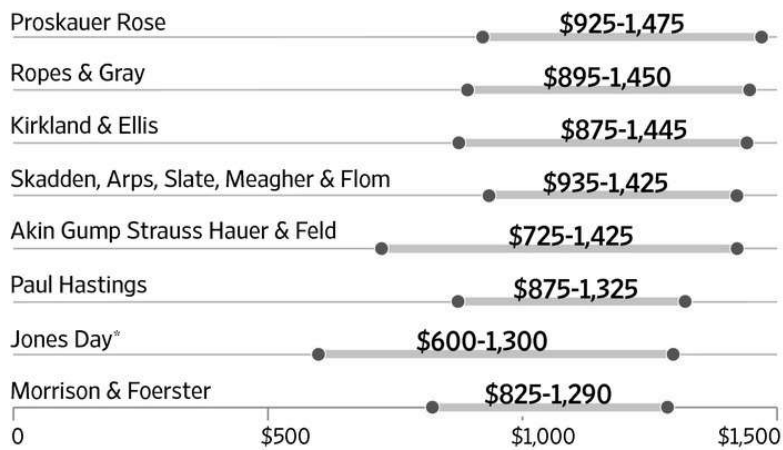
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

Kirkland & Ellis LLP’s top hourly billing rate is now \$1,445. And rates at two firms—Akin Gump Strauss Hauer & Feld LLP and Skadden, Arps, Slate, Meagher & Flom LLP—peak at \$1,425 an hour.

Representatives of the law firms declined to comment.

Top Billers

Hourly rates of partners at top U.S. law firms now approach \$1,500.



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

Martin Bienenstock, who leads Proskauer's restructuring practice, called the \$1,225 an hour he billed clients last year "a market rate similar to my peers at other firms," and said he charges the same rate for nonbankruptcy work.

"The clients have kept coming back and growing during my 38-year career," he

said in an email, adding that clients generally prefer dealing directly with senior lawyers versus younger associates with lower rates.

In disclosing their firmwide rate increases, many firms tell the courts it is a standard way of keeping pace with "economic and other conditions." These include rising fixed costs, such as real estate and salaries.

In theory, a law-firm partner's pay rises and falls with the success of the firm. But, as competition for top talent increases, many firms feel the need to guarantee salaries or ensure a partner's pay doesn't fall, even in down years.

Still, only elite lawyers can charge \$1,400 an hour or more. Such rates are found almost exclusively in New York and other major markets, and only in the least price-sensitive fields like mergers and acquisitions, restructuring, tax, antitrust and high-stakes litigation and appeals.

For lawyers at the very top of those fields, hourly rates can hit \$1,800 or even \$1,950.

"You have a very few people at the very top where price is almost no object," said legal consultant Bruce MacEwen, who likens it to the way celebrities, sports stars and best-selling authors are paid. "It is a talent market."

Most lawyers in the U.S. fall well below those high marks. In a survey of in-house legal departments by BTI Consulting Group, the average highest rate paid for

law-firm partners was \$875 an hour in 2015, up more than 27% from three years earlier. Of the respondents, 38% had paid more than \$1,000 an hour for a lawyer, and the highest rate those in the survey paid was \$1,600 an hour.

For many firms, the stated rate is simply a starting point in discussions with corporate law departments. As a result, said legal consultant Ward Bower of Altman Weil, “sophisticated” law firms tend to implement annual rate increases to offset clients’ requests for discounts.

Such discounts are becoming more commonplace. A decade ago, law firms could typically get clients to pay around 92% of their stated rates, according to Thomson Reuters Peer Monitor. Last year, that fell to less than 83%.

Smaller companies can get squeezed the most on fees, because they don’t send enough work to any one law firm to get the best deals.

Companies with \$4 billion or more in annual revenue were twice as likely as those with less than \$100 million in revenue to use some form of alternative fee, according to a survey from industry trade group the Association of Corporate Counsel.

Some industry watchers view the raise-and-discount approach with skepticism.

“If clients are pushing back on rates, the answer isn’t to raise them” and then ask for a discount, Mr. MacEwen said. “The answer is to provide better total value.”

Write to Sara Randazzo at sara.randazzo@wsj.com and Jacqueline Palank at jacqueline.palank@wsj.com

EXHIBIT "D"

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

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

EXHIBIT "E"

Printed from 

Citizen Watch Company of America, Inc. adv. Anthony, Rochelle

Rochelle Anthony

[redacted] (tel: [redacted]) • [redacted]

\$ Historic Cost

\$10,247.41**\$6.80****Trialworks TaskCode**

postage

Payee

Postage

Date Incurred

10/31/2019

Description

October Postage

\$102.95**Trialworks TaskCode**

Filing Fee

Payee

On Call

Date Incurred

4/15/2020

Description

OCINV#161122 Citizen (4.15.20) paid wCC

\$67.50**Trialworks TaskCode**

Filing Fee

Payee

On-call

Date Incurred

2/20/2020

Description

OCINV#153856 Citizen (2.20.20)

\$1.00**Trialworks TaskCode**

copies

Date Incurred

12/31/2019

Payee

Paper Cut

Description

billing period of 12/1/19-12/31/19

\$72.45

Trialworks TaskCode

Filing Fee

Date Incurred

8/17/2020

Payee

On-call

Description

OCINV#174121 Citizen 8,17,20

\$75.00

Trialworks TaskCode

Filing Fee

Date Incurred

1/3/2020

Payee

Labor and Work Force Development Agency

Description

LWDA PAGA filing fee Re Citizen Watch Co.

\$0.66

Trialworks TaskCode

research

Date Incurred

5/15/2020

Payee

Thomson Reuters

Description

billing period of Feb. 29 - March 31st

\$40.75

Trialworks TaskCode

COSTS

Date Incurred

3/10/2020

Payee

On-call

Description

OCINV#156020



\$1,505.50

Trialworks TaskCode

Filing Fee

Payee

On-call

Date Incurred

1/21/2020

Description

OCINV#150323 Citizen Watch (1.21.20)

\$3.65

Trialworks TaskCode

research

Payee

Thomson Reuters

Date Incurred

2/27/2020

Description

billing period of: 1/1/20-1/31/20

\$79.50

Trialworks TaskCode

Filing Fee

Payee

On-call

Date Incurred

3/13/2020

Description

OCINV#159445 CWC (3.13.20)

\$15.00

Trialworks TaskCode

COSTS

Payee

LA Connect

Date Incurred

8/20/2020

Description

HD: 8/11/20

\$10.00

Trialworks TaskCode

postage

Date Incurred

2/3/2020



Payee
Postage

Description
January Postage

\$102.95

Trialworks TaskCode
Filing Fee

Payee
On Call

Date Incurred
9/16/2020

Description
OCINV#175450 Citizen 9.16.20

\$1.00

Trialworks TaskCode
copies

Payee
Paper Cut

Date Incurred
11/19/2019

Description
billing period of 10/1/19-10/31/19

Mediation Cost

\$6,450.00

Created: 10/22/2020 at 10:13 AM

Trialworks TaskCode
Costs

Description
INV#15135

Date Incurred
10/21/2020

Docs
 *Signature Resolution INV Re Citizen Watch paid 10.21.20(1).pdf*

Payee
Signature Resolution

Filing Fee

\$87.20

Created: 11/17/2020 at 1:28 PM

Trialworks TaskCode
On Call Filing

Payee
OnCall

Date Incurred
11/17/2020

Description
OCINV#185744 Citizen 11.17.20



Docs OCINV#185744 Citizen 11.17.20.pdf**Court Cost****\$116.40***Created: 11/18/2020 at 11:54 AM***Trialworks TaskCode**

Case Anywhere

Payee

Case Anywhere

Date Incurred

11/18/2020

Description

CAINV#202367 Citizen 11.18.20

Filing Fee**\$67.20***Created: 12/11/2020 at 4:27 PM***Trialworks TaskCode**

On Call Filing

Description

OCINV#187067 Citizen 12.2.20

Date Incurred

12/2/2020

Docs OCINV#187067 Citizen 12.2.20.pdf**Payee**

OnCall

*Created: 2/1/2021 at 10:06 AM***\$20.20****Trialworks TaskCode**

LASC Online

Notes

doc retrieval fee

Date Incurred

1/26/2021

Docs LASC Receipt for Online Services Transaction
Case Document Images - 20STCV00171
Citizen.pdf**Payee**

LASC-online

Description

doc retrieval



Filing Fee

\$183.70

Created: 2/9/2021 at 12:51 PM

Trialworks TaskCode

On Call Filing

Date Incurred

2/1/2021

Payee

OnCall

Description

OCINV#193287 Citizen 2.1.21

Docs OCINV#193287 Citizen 2.1.21.pdf

Court Cost

\$144.00

Created: 2/11/2021 at 12:33 PM

Trialworks TaskCode

Case Anywhere

Date Incurred

2/11/2021

Payee

Case Anywhere

Description

CAINV#210269 Citizen 2.11.21

Docs CAINV#210269 Citizen 2.11.21.pdf

Filing Fee

\$282.95

Created: 2/23/2021 at 1:33 PM

Trialworks TaskCode

On Call Filing

Date Incurred

2/18/2021

Payee

OnCall

Description

OCINV#196805 Citizen - paid 2.18.21

Docs OCVINV#196805 Citizen - paid 2.18.21.pdf

Court Cost

\$25.95

Created: 2/23/2021 at 2:42 PM

Trialworks TaskCode

On Call Filing

Date Incurred

2/18/2021

Payee

OnCall

Description

OCINV#193287Z Citizen - paid 2.18.21

Docs OCINV#193287Z Citizen - paid 2.18.21.pdf

Filing Fee

\$74.45

Created: 2/23/2021 at 2:55 PM

Trialworks TaskCode

On Call Filing

Date Incurred

2/18/2021

Payee

OnCall

Description

OCINV#196899 Citizen - paid 2.18.21

Docs OCINV#196899 Citizen - paid 2.18.21.pdf

Filing Fee

\$111.20

Created: 3/9/2021 at 1:12 PM

Trialworks TaskCode

On Call Filing

Date Incurred

3/3/2021

Payee

OnCall

Description

OCINV#195222 Citizen 3.3.21

Docs OCINV#195222 Citizen 3.3.21.pdf

Court Cost

\$23.00

Created: 3/9/2021 at 1:51 PM

Trialworks TaskCode

Costs

Date Incurred

2/17/2021

Payee

LA Connect

Description

LA Connect - Hearing

Notes

HD: 3/3/21



Filing Fee

\$247.45

Created: 4/13/2021 at 2:55 PM

Trialworks TaskCode

On Call Filing

Date Incurred

4/1/2021

Payee

OnCall

Description

OCINV202272 Citizen (paid 4.1.21)

Docs OCINV202272 Citizen (paid 4.1.21).pdf

Court Cost

\$23.00

Created: 5/3/2021 at 11:20 AM

Trialworks TaskCode

Costs

Date Incurred

4/21/2021

Payee

LA Connect

Description

LA Connect - Hearing

Notes

hearing date: 4/16/21

Docs Remote Appearance Payment Receipt Citizen.pdf

Court Cost

\$186.00

Created: 5/18/2021 at 12:27 PM

Trialworks TaskCode

Costs

Date Incurred

5/18/2021

Payee

Case Anywhere

Description

CAINV#218461 Citizen Watch paid 5.18.21

Docs CAINV#218461 Citizen Watch paid 5.18.21.pdf

Court Cost

\$120.00

Created: 8/19/2021 at 3:04 PM

Trialworks TaskCode

Costs

Date Incurred

8/19/2021

Payee

Case Anywhere

Description

CAINV#226867 CW

Docs

 CAINV#226867 CW.pdf



(Proof of Submission to the LWDA)

EXHIBIT "F"

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 31, 2021, I served all interested parties in this action the following documents described as: **DECLARATION OF ARI J. STILLER IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Ashley Farrell Pickett
Ryan C. Bykerk
Bryan W. Patton
Matthew J. Weber
farrellpickett@gtlaw.com
bykerkr@gtlaw.com
pattonbw@gtlaw.com
webermat@gtlaw.com
GREENBERG TRAURIG, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067

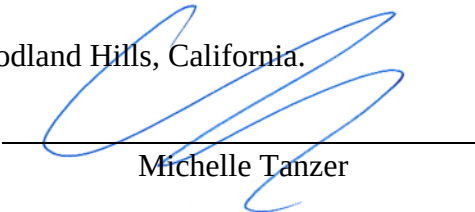
☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC MAIL THROUGH CASE ANYWHERE:** On interested parties set forth on the attached service list.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 31, 2021, at Woodland Hills, California.


Michelle Tanzer