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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

BRENDA GARCIA, an individual, on behalf
of herself and others similarly situated,

PLAINTIFF,

v.

TITANIUM ALARM, LLC; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. CIVDS2013199

[Case Assigned for All Purposes to Hon.
David Cohn in Dept. S-26]

**DECLARATION OF KELSEY M.
SZAMET IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT
AND MOTION FOR APPROVAL OF
ATTORNEYS' FEES AND COSTS**

*[Filed concurrently with Motion for Final
Approval; Motion for Approval of Attorneys'
Fees and Costs; Declarations of Brenda
Garcia and Karen Hernandez, Proposed
Order, and Judgment]*

Date: October 3, 2022
Time: 10:00 a.m.
Dept.: S-26

Complaint Filed: May 29, 2020
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 am partner in the law firm of Kingsley & Kingsley, APC and one of the attorneys of record for Plaintiff BRENDA GARCIA 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 graduated cum laude from the University of California, San Diego in 2004 with a degree in Human Development. I graduated from the University of California, Los Angeles School of Law in 2008. I am admitted to practice before the following Courts: United States Supreme Court; United States District Court, Northern, Eastern, Southern and Central of California; all California State Courts.

LITIGATION BACKGROUND

5. On May 29, 2020, Plaintiff filed a Class Action Complaint and provided notice to California’s Labor and Workforce Development Agency (“LWDA”) regarding her intent to file an action seeking civil penalties under PAGA.

6. On July 23, 2020, Plaintiff filed a First Amended Complaint (“FAC”), adding the PAGA claim based on the facts previously alleged in the Complaint.

7. Although the Court stayed formal discovery and the Parties continued the discovery stay pending mediation, the Parties engaged in extensive informal discovery to arrive at

1 the proposed settlement.

2 8. Defendant informally produced multiple documents and provided other
3 information necessary to evaluate settlement.

4 9. This includes the Class Representative's personnel file and time and pay records;
5 relevant employee handbooks and written policies; data reflecting the total number of non-exempt
6 employees working for Defendant during the liability period and the total number of former full-
7 time non-exempt employees; the average hourly rate and shift length for non-exempt employees
8 during the liability period; the total number of pay periods at issue during the relevant liability
9 period; and a random sample of time and pay records.

10 10. Careful review and analysis of this confirmatory discovery confirmed that
11 Plaintiff's Counsel believes the proposed Settlement is adequate, fair, and reasonable, and is
12 appropriate for approval by the Court.

13 11. Defendant denies any liability or wrongdoing of any kind associated with the claims
14 alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends
15 that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or
16 representative action treatment. Defendant contends, among other things, that, at all times, it has
17 complied with the California Labor Code, and the Industrial Wage Commission Orders.

18 12. Based on their own independent investigation and evaluation, Class Counsel is of
19 the opinion that the Agreement with Defendant is fair, reasonable and adequate, and in the best
20 interest of the settlement classes in light of all known facts and circumstances, including the risk
21 of significant delay, defenses asserted by Defendant, uncertainties regarding a class and
22 representative action trial on the merits, and numerous potential appellate issues. Although
23 Defendant denies any liability, Defendant is agreeing to this Agreement solely to avoid the cost of
24 litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle,
25 compromise and discharge all disputes and claims arising from or relating to the Action on the
26 terms set forth here.

27 ///

PRELIMINARY APPROVAL

13. On May 31, 2022, the Court issued an Order preliminarily approving the settlement in this case, approving the proposed Class Notice, ordering that the Settlement Administrator send notice to the settlement class, and setting a date for the Final Approval and Fairness Hearing.

SETTLEMENT

14. The settlement class is defined as: “all persons who worked as a non-exempt employee for Defendant Titanium Alarm, LLC in the State of California who worked overtime and received commission earnings in the same pay period in which such overtime was worked at any time during the Class Period.”

15. The Class Period is May 29, 2016 through August 31, 2021.

16. Class Members who submit a timely and valid request for exclusion will not be bound by the release provisions of the Settlement and will not be entitled to receive any settlement benefits under the Settlement.

17. The final settlement class contained 65 individuals.

18. The Settlement Agreement provides for Defendant to pay a Gross Settlement Amount of \$147,021.01, which includes the sum of the Individual Settlement Payments, the Class Representative service award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs.

19. The original settlement amount was \$95,000. However, upon receipt of the Class Data, the settlement administrator confirmed there were 1,252 Pay Periods during the Class Period. (482 work weeks over the 770 pay periods set forth in the settlement agreement). Based on the escalator clause being triggered, Defendant increased the Gross Settlement Amount by \$52,021.01.

20. The Net Settlement Amount is the Gross Settlement Amount, less Class Counsel Award, Class Representative Enhancement, PAGA Payment, and Settlement Administration Costs.

CLASS NOTICE

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

1 schedule.

2 **THE COURT SHOULD ORDER FINAL APPROVAL OF THE SETTLEMENT**

3 22. All settlement discussions were made by experienced and informed counsel, who
4 believe that this settlement represents a favorable resolution for the Class Members.

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

8 24. The informal discovery that was conducted in this matter to properly and fairly
9 assess the strength of this case and the risks associated with ongoing litigation included pay data,
10 the class size, and wage statements issued to the Class Members.

11 25. Receipt of appropriate discovery allowed Class Counsel to fairly evaluate the
12 exposure and risks associated with each claim alleged in the lawsuit.

13 26. Class Counsel have significant experience in cases of this type, including several
14 years prosecuting wage, hour, and working condition violations.

15 27. Class Counsel believes that the settlement is fair, reasonable, adequate, and in the
16 best interests of the class and that the average recovery for each Class Member of over \$1,000 is
17 substantial, given the risks inherent in litigation and the defenses asserted.

18 **CLASS COUNSEL'S KULLAR ANALYSIS**

19 28. The informal discovery conducted in this matter permitted Class Counsel to fairly
20 evaluate the strength of the case and the risks associated with ongoing litigation.

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

23 30. Plaintiff alleges that she and the Class Members were non-exempt, hourly
24 employees and were not paid overtime pay at the appropriate rate of pay because Defendant failed
25 to blend commission pay into the regular rate of pay for the purposes of calculating the applicable
26 overtime rate during pay periods when the Proposed Class Members worked overtime and also
27 earned commission pay.

28 31. Plaintiff alleges that she and the Proposed Class worked on a regular and consistent

1 basis without receiving compensation for all hours worked at the proper rate.

2 32. Plaintiff and the Proposed Class were not paid at the proper overtime rate when
3 they were working more than eight (8) hours in one day or forty (40) hours in one week because
4 Defendant failed to blend commission pay into the regular rate of pay for the purpose of
5 determining the correct overtime rate.

6 33. Plaintiff felt confident that this claim would be certified based on Defendant's
7 alleged class-wide failure to blend commission pay into the regular rate of pay for the purposes of
8 calculating the applicable overtime rate during pay periods when the Proposed Class Members
9 worked overtime and also earned commission pay.

10 34. Counsel did acknowledge that the underlying amount of underpaid wages was
11 relatively low.

12 35. Since the allegations relate to a failure to properly blend for the purposes of
13 determining the correct overtime rate, this means that even if Plaintiff were to prevail, the alleged
14 underpayment is generally a matter of a few dollars or even cents per Class Member.

15 36. Plaintiff alleged that Defendant's practices are defective in that they fail to timely
16 pay Class Members their wages in accordance with California law.

17 37. Based upon the allegedly faulty commission practices discussed above, Plaintiff
18 contends that she and Class Members were paid wages well outside the seven-day period
19 prescribed by Labor Code § 204.

20 38. Plaintiff maintained that on the face of the wage statement it was clear that Plaintiff
21 and the Proposed Class are issued their wages twelve (12) days after the close of each weekly
22 payroll period in violation of Labor Code § 204.

23 39. Defendant argued that any error on the timing of payment was the result of a clerical
24 error and that Plaintiff and the Proposed Class were not actually paid wages more than seven days
25 following the close of the pay period.

26 40. After learning of this potential defense, Counsel further investigated and it seemed
27 that this defense of clerical error was plausible.

28 41. If Defendant was able to prove that Plaintiff and the Proposed Class were actually

1 timely paid their wages and that itemized wage statements were simply reflecting an incorrect date
2 of pay, then Counsel had to acknowledge that the likelihood of success on this claim was not
3 strong.

4 42. Based on this acute risk, Counsel believed it was appropriate to significantly
5 discount this claim.

6 43. Plaintiff contends that Defendant failed to pay the proper overtime rate of pay for
7 work in excess of eight (8) hours per day and/or any work in excess of forty (40) hours per week
8 as a result of its alleged failure to blend.

9 44. The risk analysis for the section 203 claim flows from the risk analysis for the
10 underlying wage claims discussed above.

11 45. As with the underlying wage claim, Plaintiff is confident about the recovery of
12 these penalties.

13 46. The risk analysis for PAGA flows from the risk analysis for each underlying alleged
14 Labor Code violation.

15 47. Plaintiff discounted the PAGA claim for two main reasons.

16 48. The aggrieved employees' PAGA claims are derivative of all the foregoing class
17 claims in this matter.

18 49. Arguably the Settlement Class is being compensated for these violations under the
19 proposed Agreement thus any PAGA recovery for these same violations could be construed as
20 duplicative.

21 50. Labor Code § 2699(e)(2) ("a court may award a lesser amount than the maximum
22 civil penalty amount specified by this part if, based on the facts and circumstances of the particular
23 case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
24 confiscatory"). See e.g., *Carrington v. Starbucks Corporation* (2018) 30 Cal.App.5th 504, 241
25 Cal.Rptr.3d 647, 669 (affirming award of 10% of maximum PAGA penalty). At a minimum, this
26 would be a highly contested issue.

27 51. The significant uncertainty associated with the PAGA claim required a discount of
28 the claim's settlement value.

1 52. Plaintiff maintains that the Settlement's contemplated PAGA payment of \$7,500.00
2 appropriate.

3 53. There is significant expense associated with the class certification process, which
4 the Parties can avoid by entering into the contemplated Agreement now.

5 54. If the Court did eventually certify various Settlement Classes, trial of a case
6 involving approximately 65 Class Members would require the retention of expensive expert
7 witnesses, the accrual of extensive litigation costs, and a significant time overlay by the parties.

8 55. Given the complexity and unsettled nature of the issues in this case it is likely that
9 any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result
10 in further delay for the Class Members who are waiting for a resolution in this matter.

11 56. This case has not been certified to be tried as a class action. While Plaintiff believes
12 there is strong evidence to support certification of several possible subclasses, certification is
13 always hard fought and subject to judicial discretion. Moreover, in class actions, decertification
14 is always a possibility. In attempting to certify a class, the parties would need to conduct multiple
15 depositions, including of the Class Representative and of several person(s) most knowledgeable
16 regarding Defendant's policies. There is a risk for both sides as to what these depositions will
17 reveal and whether they will support class certification to the extent expected.

18 57. It was very difficult for the Parties to reach this Settlement.

19 58. This Settlement is the result of adversarial, non-collusive, and arms-length
20 negotiations. The Parties arrived at it only after extensive investigation and discovery, careful
21 evaluation of the law, risks, and all information substantiating the amount of penalties reasonably
22 likely to be awarded to the class were the trier of fact to find Defendant liable, and the assistance
23 of a highly experienced mediator, Jeffrey Krivis.

24 59. Plaintiff assessed full value of the unpaid overtime wages claim, without any
25 discount, at approximately \$11,550.00.

26 60. This calculation assumed that Class Members had an average amount of \$15 of
27 unpaid wages per pay period based on Defendant's alleged failure to blend commissions and that
28 there was a total of 770 pay periods at issue.

61. During the investigation and exchange of information, Plaintiff learned that Defendant had a strong potential defense to the Labor Code § 204 claim.

62. As a result of learning that Defendant believed it could prove that Plaintiff and the Proposed Class were not paid more than 7 seven days after the close of the pay period and there was a clerical error resulting in the wrong date showing on the itemized wage statements, Counsel did not attribute any value to this claim.

63. Plaintiff valued the Waiting Time Claim, tied to the underlying Wage/Overtime claim, at \$232,560.00.

64. Plaintiff calculated the value of the PAGA claim at \$202,950.00 for Class Members (using \$100 per pay period).

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

66. A judge can award the statutory maximum of \$100 for the initial violation and \$200 thereafter or – in theory – one cent per wage statement.

67. In Plaintiff's view, were she to succeed on any of the underlying Labor Code violations, it is not likely that a Judge would also award a large amount of penalties of top of any damages recovered.

68. Per Plaintiff's assessment, the maximum potential value of all of Plaintiff's and the Class Members' claims was approximately \$447,060.00.

69. As a result of the forgoing risks on the merits, Class Counsel believes the Gross Settlement Amount of \$147,021.01 is fair and reasonable.

70. One of the main factors affecting settlement of this action was Defendant's financial status.

71. Defendant is a security company and lacks the financial resources of bigger security companies to pay a sizeable settlement or judgement against it.

72. Defendant's business was greatly impacted by the pandemic as a large portion of its sales occur through door to door marketing.

73. Class Counsel worked closely with mediator Jeffrey Krivis, Esq. to verify the

1 information regarding the impact to Defendant's financial status.

2 74. Class Counsel determined that obtaining a settlement on behalf of the Settlement
3 Class now, as opposed to protracted litigation with the uncertainty of Defendant's ability to pay a
4 sizeable judgment made the most practical sense.

5 75. Class Counsel conducted a thorough investigation into the facts of the claims
6 alleged. The agreement to settle did not occur until Class Counsel exchanged and possessed
7 sufficient information to make an informed judgement regarding the likelihood of success on the
8 merits and the results that could be obtained through further litigation.

9 **ATTORNEY COMPETENCE**

10 76. Kingsley & Kingsley is very experienced in prosecuting employment litigation, and
11 since 2000 we have focused a substantial percentage of our practice on complex wage, hour, and
12 working condition violations. My firm is extremely well-versed in class action litigation and has
13 diligently and aggressively pursued this action. Kingsley & Kingsley currently serves as class
14 counsel for dozens of pending class action lawsuits in Northern, Central, and Southern California.
15 Below is a small but representative sampling of wage and hour class cases handled by my firm:

16 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
17 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
18 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.

19 b. *Daniel v. Network Management Corp.* (No. BC274004, L.A. Super. Ct.) In
20 September 2003, the court granted final approval of Settlement in the gross amount
21 of \$475,000 and the court approved the attorneys' fee request of 30%.

22 c. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In
23 December 2005, Honorable Rita Miller granted final approval of Settlement in the
24 gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.

25 d. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the
26 Honorable Conrad R. Aragon granted final approval of Settlement in the gross
27 amount of \$1,000,000 and the court granted attorneys' fees request of 30%.

28 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%.

g. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Honorable James P. Kleinberg granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.

h. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No. BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund granted final approval of Settlement in the gross amount of \$4,700,000.00, and the court granted attorneys' fees request of 38%.

i. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Honorable William F. Highberger granted final approval of Settlement in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of 33.33%.

j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of \$995,000.00, and the court granted attorney's fees request of 33.33%.

k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P. Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's fees.

l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In

June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorney's fees request of 33.33%.

m. *Pineda, et al. v. Grimmway Enterprises, Inc.*, (No. BCV-15-101333, Kern Super. Ct.) In January 2018, the Hon. Stephen D. Schuett granted final approval of Settlement in the gross amount of \$9,000,000 with attorneys' fees request of 33.33%.

77. 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 2012, Kingsley & Kingsley, APC has moved for class certification in 15 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),

1 contested class certification granted in August 2020.

2 78. Class Counsel believes that the proposed settlement is fair and reasonable.

3 79. There is no governmental participation in this action.

4 80. The LWDA has been provided copies of all settlement documents as required.

5 81. This allocation distributes Agreement funds proportionally to each class member's
6 potential damages and should therefore be approved as fair, adequate, and reasonable.

7 **ATTORNEYS' FEE AWARD**

8 82. From the Gross Settlement Amount of \$147,021.01, Plaintiff requests an award of
9 attorneys' fees in the amount of \$49,007.00, or 1/3 of the Gross Settlement Amount created on
10 behalf of members of the settlement class.

11 83. In addition to the complexity of this case, Class Counsel has borne the entire risk
12 and costs of this litigation during the entire time that it has been pending, all on a pure contingency
13 basis. Through the investment of substantial effort and resources, Class Counsel has secured an
14 outstanding Settlement of behalf of the Class Members. Defendant vigorously contested liability,
15 the amount of claimed damages, and the propriety of class certification. It is this kind of situation,
16 involving complex issues, that has been recognized as justifying a substantial attorney fee award.

17 84. I am very familiar with the contingent fee market throughout California and in the
18 San Bernardino County area, particularly as it pertains to complex employment, wage and hour,
19 and class action litigation. On behalf of my firm, I have negotiated numerous contingency fee
20 agreements with plaintiffs, both as individuals and as representatives in class action suits. Many
21 of those agreements provided that counsel will receive a fee that is between 33% and 40% of any
22 recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred
23 out of the recovery amount. The named Plaintiff in this action signed a contingency fee agreement
24 that stated that counsel would be able to make a fee of up to 40% of any recovery if the case settles.
25 These are typical and standard percentages in employment-related contingency agreements
26 throughout California. Indeed, in my opinion, the Class Members in this complex wage and hour
27 case could not have retained competent counsel in California, particularly with the considerable
28 skill and expertise of my firm, for any amount significantly less than the contingency fee

percentage provided in this retainer agreement. Class Counsel has never been paid any money for attorneys' fees in this case and has advanced all costs.

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

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

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

88. In addition to appealing class certification denials, Kingsley & Kingsley has been involved in numerous lengthy and protracted appeals process before the California Court of Appeal, the Ninth Circuit, the Seventh Circuit, and the United States Supreme Court. Our firm specifically has taken and lost some issues on appeal that required the write-off of significant legal fees. Also, our firm has been successful on appeal and overturned unfavorable lower court rulings or successfully fought to have successful rulings affirmed. Below is just a sample of some of these appeals:

- n. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);
- o. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower court ruling in employer's favor that certain employees can share in mandatory tip pool affirmed);
- p. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court ruling in employer's favor that certain employees can share in mandatory tip pool affirmed);
- q. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in employer's favor approving employer's commission pay plan affirmed) ;
- r. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153 (2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);
- s. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);
- t. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26, 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court granted employer's motion to compel arbitration, Court of Appeal reversed, U.S. Supreme Court affirmed lower court);
- u. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App. Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L. Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel arbitration affirmed);
- v. *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);
- w. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing

1 in part and affirming in part trial courts order compelling arbitration);

2 x. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing
3 summary judgement in favor of employer on wage statement claim);

4 y. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8,
5 2018) (affirming judgement for employees after bench trial);

6 z. *Kim v. Reins International California*, Case No. S246911. Oral argument was held
7 before the California Supreme Court on January 6, 2020 and a decision was
8 published in March 2020.

9 89. Unlike plaintiffs' firms, which bear the risk of loss on contingency cases, defense
10 firms are able to bill their clients for time spent on a case. As verified by a survey conducted by
11 the National Law Journal nearly a decade ago, six California firms provided their hourly billing
12 rates and of the six firms, five regularly charged in excess of \$500 for their partners. In fact, four
13 of these firms charged as high as \$600, \$620, \$650 and up to \$850 per hour. These firms are located
14 in Orange County, Los Angeles County, San Francisco County, and San Diego County. This
15 survey is attached hereto as Exhibit 2.

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

21 **CLASS COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE**

22 91. Class Counsel's aggregate lodestar amounts to \$44,910.00 (without future hours)¹,
23 which represents 67.40 hours of attorney work on this litigation incurred from its inception through
24 the filing of Plaintiff's Motion for Final Approval.

25 92. As such, Class Counsel is asking for a modest multiplier of 1.09.

26
27 ¹ Though Class Counsel will certainly continue to spend time working on this matter for tasks
28 such as preparing for and attending the final approval hearing, overseeing the administration
process, and communicating with Class Members, Plaintiff's Counsel are not requesting
approval of future hours.

1 93. The amount of time spent on this case (over 67 hours), which culminated in a very
2 favorable proposed Settlement for the Class Members, is reasonable given the complexity and
3 novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and
4 the exceptional results obtained.

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

7 95. The requested hourly rates in this case range from \$650.00 per hour to \$900.00.

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

10 97. Mr. Kingsley is a 26-year attorney with expertise in wage and hour class action
11 lawsuits.

12 98. He has litigated several hundred such cases, including at the appellate level at the
13 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of
14 Appeal.

15 99. He is also a prolific speaker at various seminars on employment law and has
16 contributed to legal publications on employment topics.

17 100. In light of the impending increase of experienced lawyers in specialized practice, I
18 believe that the hourly rates charged by my firm are fair and reasonable and are comparable to or
19 less than those charged by my colleagues in California and the national market for prosecuting or
20 defending class actions.

21 101. My office billed for Eric Kingsley and me for work performed on this case.

22 102. I am a partner at Kingsley & Kingsley, APC. I received my Bachelor of Arts
23 degree, *cum laude*, from the University of California San Diego and received my law degree from
24 UCLA School of Law in 2008, where I was active in the Women's Law Journal and community-
25 based legal clinics. I have been practicing since 2008 and am billed at \$650 per hour.

26 103. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross*
27 *New Mark: \$1,500 an Hour* states that "a review of filings over the past three months in about two
28 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.” The article also explains that “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.” Finally, the article notes that “the average highest rate paid for law-firm partners was \$875 an hour in 2015.” This article is attached hereto as Exhibit 3.

104. Class Counsel’s charged rate are commensurate with the prevailing market rates in San Bernardino County for attorneys of comparable experience and skill handling complex litigation.

105. Class Counsel’s rates in calculating the lodestar are the same rates charged to non-contingent hourly clients and thus necessarily reflect the current market value of counsel’s legal services.

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

107. Finally, Class Counsel’s rates are in line with the 2021-2022 Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$919 and a reasonable rate for an attorney with 14 years of experience, such as Ms. Szamet, is \$764. A true and correct copy of the 2021-2022 Adjusted Laffey Matrix is attached hereto as Exhibit 4.

108. Kingsley & Kingsley’s attorneys’ fees in the present case are broken down as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	4.40	\$900.00	\$3,960.00
Kelsey M. Szamet	63.00	\$650.00	\$40,950.00
KINGSLEY TOTAL			
ATTORNEYS’ FEES	67.40		\$44,910.00

109. 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 Plaintiff 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 the named Plaintiff;
- h. regular meetings and or communicating with Co-Counsel;
- i. drafting pleadings (Complaints, Motion for Preliminary Approval, various documents related to Preliminary Approval, Motion for Final Approval, various documents related to Final approval, etc.);
- j. researching private right of action and various impact on class actions;
- k. interviewing and obtaining declarations from Class Members;
- l. preparing for and attending mediation;
- m. discussing issues related to damage model calculations;
- n. preparing and analyzing damage models;
- o. negotiating the terms of the settlement;
- p. reviewing and making changes to the Settlement Agreement;
- q. drafting and editing all documents for Preliminary and Final Approval;
- r. monitoring Notice and settlement administration procedures;
- s. coordinating and overseeing all aspects of the administration of the Settlement (review documentation, approve form and content, etc.); and multiple communications with defense counsel.

110. Based on the aggregate lodestar, Class Counsel is requesting a multiplier of 1.09.

FACTORS THAT SUPPORT THE APPROVAL OF A MULTIPLIER

111. As discussed in detail in the extensive risk analysis section in Plaintiff's Motion for

1 Preliminary Approval of Settlement, were this case to proceed, Defendant would have a strong
2 incentive to litigate tenaciously. There are genuine issues in dispute. Further, if Defendant were
3 to declare bankruptcy during the pendency of the proceedings there was a great risk that there
4 would be no recovery at all.

5 112. Class Counsel are skilled wage and hour practitioners with decades of experience
6 who diligently prepared and litigated this matter as discussed.

7 113. To achieve the ultimate result in this case, Co-lead Class Counsel had to incur
8 substantial risk and expense, and were precluded from taking other fee generating employment for
9 over 67 hours of attorney time.

10 114. This matter had been handled purely on a contingency fee basis and Class Counsel
11 have advanced many thousands of dollars in costs while deferring all payment of fees, with no
12 guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting
13 significant firm resources to prosecution of this matter.

14 115. Class Counsel believe this is an exceptional result that has been well received by
15 Class Members.

16 **ATTORNEY COSTS**

17 116. In addition to their request for fees, Class Counsel further request reimbursement
18 of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with
19 this litigation, in the amount of \$12,000.00.

20 117. To date, Kingsley and Kingsley has incurred \$11,977.70 in costs.

21 118. Class Counsel anticipates incurring an additional \$500-600.00 in costs to file, serve,
22 and copy this motion; to prepare for and attend the hearing; and for future copy charges, however,
23 pursuant to the Agreement, Class Counsel shall not seek an amount in excess of \$12,000.00 for
24 litigation costs.

25 119. As such, Class Counsel is requesting a cost reimbursement of \$12,000.00.

26 120. All of the requested costs are reasonable in amount and were necessarily incurred
27 by Class Counsel in prosecuting this litigation. A true and correct copy of Kingsley's cost ledger
28 is attached hereto as Exhibit 5.

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

THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED

122. Plaintiff's Counsel request an enhancement of \$5,000.00 to the Class Representative Brenda Garcia for her work on behalf of the Class Members.

123. The time spent by Brenda Garcia is significant and includes researching and retaining competent counsel with expertise in this area; providing information to Class Counsel regarding the nature of the work at Defendant; compiling all relevant employment documents; working closely with Class Counsel to develop the theories of liability and martial relevant evidence; regularly discussing the status of the case with Class Counsel; discussing the case via telephone with many Class Members as needed; being available for a remote, full-day of mediation; and responding promptly to Class Counsel's communications regarding settlement.

124. As set forth in the Agreement, Plaintiff will also be entering into a general release of liability pursuant to Civil Code Section 1542.

125. Class Counsel considers this to be a fair and reasonable enhancement.

126. The enhancement takes into consideration the time, effort, and expense incurred by Ms. Garcia in coming forward to litigate this matter on behalf of all Class Members.

127. Additionally, the Class Representative was at risk for paying for Defendant's legal fees and costs in the event that Defendant prevailed at trial.

128. The Class has benefited from Ms. Garcia's action in stepping forward on their behalf to bring this lawsuit.

129. Further, The Class Notice disclosed the enhancement award.

130. As of today, no Class Member has objected to the proposed enhancement.

131. Under the circumstances, a representative payment of \$5,000.00 is justified and the Court should award this payment to Brenda Garcia from the Gross Settlement Amount as provided in the Agreement.

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

2 **AGENCY**

3 132. As indicated on the Proof of Service, Plaintiff's accompanying Motion for Final
4 Approval of Attorneys' Fees and Costs ("Motion") was uploaded to the Labor and Workforce
5 Development Agency's ("LWDA") website on the date this Motion was filed. Proof of submission
6 of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming
7 receipt is attached hereto as Exhibit "6".

8 **EXHIBITS**

9 133. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed joint
10 First Amended Class Action Stipulation and Agreement for Class Action Settlement and Release
11 of Claims that was preliminary approved by this Court on May 31, 2022.

12 134. Attached hereto as Exhibit "2" is a true and correct copy of the ALM Research
13 2007 NLJ Billing Survey.

14 135. Attached hereto as Exhibit "3" is a true and correct copy of Wall Street Journal on
15 February 9, 2016 titled *Legal Hours Cross New Mark: \$1,500 an Hour*.

16 136. Attached hereto as Exhibit "4" is a true and correct copy of the 2021-2022 Adjusted
17 Laffey Matrix.

18 137. Attached hereto as Exhibit "5" is a true and correct copy of the Kingsley &
19 Kingsley, APC costs ledger reflecting costs incurred in this matter.

20 138. Attached hereto as Exhibit "6" is a true and correct copy of the proof of submission
21 to the LWDA as referenced in paragraph 132 above.

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

24 This declaration was executed this 8th day of September, 2022, in Encino, California.

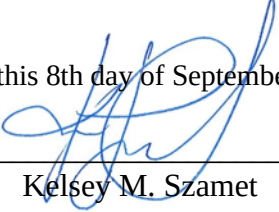
25
26 
Kelsey M. Szamet

EXHIBIT "1"

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Attorneys for Defendant
TITANIUM ALARM, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

BRENDA GARCIA an individual, on behalf
of herself and others similarly situated

PLAINTIFF,

v.

TITANIUM ALARM, LLC; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. CIVDS2013199

[Case Assigned for All Purposes to Hon.
David Cohn in Dept. S-26]

**FIRST AMENDED CLASS ACTION
STIPULATION AND AGREEMENT FOR
CLASS ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

Plaintiff Brenda Garcia (“Plaintiff”) and Defendant Titanium Alarm, LLC (“Defendant”) enter into this Stipulation and Agreement for Class Action Settlement and Release of Claims.

A. DEFINITIONS

1. “Action” means the civil action pending in the Superior Court of the State of California, County of San Bernardino, entitled *Brenda Garcia v. Titanium Alarm, LLC*, Case No. CIVDS2013199.

2. “Class Counsel” means Eric B. Kingsley and Kelsey M. Szamet of Kingsley & Kingsley, APC.

3. “Class Members” means all persons who worked as a non-exempt employee for Defendant Titanium Alarm, LLC in the State of California who worked overtime and received commission earnings in the same pay period in which such overtime was worked at any time during the Class Period.

4. “Class Period” or “Release Period” means the period between May 29, 2016 and August 31, 2021 or the date of preliminary approval of the class, whichever is earlier.

5. “Class Representative” and “Plaintiff” means Brenda Garcia.

6. “Court” means the Superior Court of the State of California, County of San Bernardino.

7. The “Effective Date” means the latest of the following: (a) if no Class Member makes an objection to the Settlement, the date the Court grants final approval of the Settlement; (b) if a Class Member objects to the Settlement, the later of: (i) dismissal or withdrawal of the objection by the Class Member; (ii) the date for seeking appellate review of the Court’s final approval of the Settlement has passed without a timely request for review; (iii) a Class Member’s appeal from the Court’s final approval of the Settlement has been voluntarily dismissed; or (iv) the California Court of Appeals or the California Supreme Court has rendered a final judgment on a Class Member’s appeal affirming the Court’s final approval of the Settlement without material modification.

8. “Gross Settlement Amount” means the amount of Ninety-Five Thousand Dollars (\$95,000) to be paid by Defendant pursuant to this Settlement for the following: 1) the cost of

1 settlement administration (estimated to be approximately \$6,000.00); 2) the amount of attorneys’
2 fees and litigation costs awarded to Class Counsel; 3) the amount of Service Payment awarded to
3 Plaintiff; 4) the amount paid to the Labor and Workforce Development Agency (“LWDA”) for
4 the settlement of Private Attorneys General Act (“PAGA”) claims; and 5) settlement benefits to
5 Class Members who do not exclude themselves from the Settlement. Defendant shall pay,
6 separately from the Gross Settlement Amount, Defendant’s share of payroll taxes on the portion
7 of settlement benefits allocated to wages.

8 9. “Net Settlement Amount” means the portion of the Gross Settlement Amount
9 remaining after deductions are made for the cost of settlement administration, the amount of
10 attorneys’ fees and litigation costs awarded to Class Counsel, the amount of Service Payment
11 awarded to Plaintiff, and the amount paid to the LWDA for the settlement of PAGA claims.

12 10. “Notice” means the Notice of Class Action Settlement, substantially in the form
13 attached as **Exhibit A**, to be mailed out by the Settlement Administrator to Class Members.

14 11. “Parties” means the Plaintiff and Defendant.

15 12. “Settlement” or “Agreement” means this Stipulation and Agreement for Class
16 Action Settlement and Release of Claims.

17 13. “Settlement Administrator” means ILYM Group, Inc., who will perform the
18 duties of (i) conducting address traces to locate Class Members as necessary; (ii) preparing and
19 mailing the Notice of Class Action Settlement, (iii) tracking requests for exclusion; (iv)
20 responding to Class Member inquiries; (v) distributing all payments required by the Settlement;
21 (vi) tax reporting in connection with the Settlement; (vii) posting notice of the final judgment on
22 its website; and (viii) any other duties necessary for administration of the Settlement.

23 **B. RECITALS**

24 1. Plaintiff filed a putative class action complaint against Defendant on May 29,
25 2020 and then a First Amended Complaint on July 23, 2020 (the “Complaints”). In the Complaint,
26 Plaintiff alleged the following causes of action on behalf of persons who worked as non-exempt
27 employees for Defendant in the State of California: Failure to Pay Wages and/or Overtime;
28 Failure to Pay Timely Wages; Penalties; and Violations of Business and Professions Code.

1 Plaintiff centrally contends that Defendant failed to pay non-exempt employees all the wages
2 owed to them as a result of failing to provide proper bonus hours for overtime claims.

3 4. Defendant expressly denies the allegations in the Complaints and further deny any
4 liability or wrongdoing of any kind arising out of the conduct alleged in the Action. Defendants
5 have concluded that it is desirable to settle this matter on the terms provided in this Agreement to
6 avoid additional expense, inconvenience, and distraction from their business operations.

7 5. Prior to settling this matter, Plaintiff's counsel engaged in a substantial amount of
8 investigation and discovery and obtained from Plaintiff and/or Defendant numerous documents
9 relevant to Plaintiff's claims, including, Plaintiff's payroll records, Plaintiff's earning statements,
10 Plaintiff's time detail records, and Defendants' relevant policies and procedures, as well as
11 redacted information pertaining to a portion of the Class Members. Plaintiff and Defendants
12 agreed to participate in a mediation before experienced mediator Jeffrey Krivis. The mediation
13 was held on June 24, 2021, which, after lengthy negotiations, resulted in a settlement.

14 Subsequent to mediation, the parties engaged in further negotiations regarding the terms of the
15 settlement.

16 6. Prior to and during these negotiations, Plaintiff obtained from Defendants all the
17 information needed to calculate Defendants' potential liability, including the number of Class
18 Members, the number of shifts worked by Class Members, and the average hourly wage rate of
19 Class Members. Plaintiff and Defendant also discussed Defendant's current financial condition
20 and ability to pay any potential judgment.

21 7. Class Counsel have conducted a thorough investigation into the facts of this case,
22 including the review of relevant documents and have thoroughly researched the applicable law
23 and potential defenses. Based on their investigation and evaluation, Class Counsel are of the
24 opinion that the Settlement is fair, reasonable, and adequate, and is in the best interest of the
25 Class Members in light of all known facts and circumstances. Defendant agrees that the
26 Settlement is fair, reasonable and adequate.

27 8. The Parties agree that stipulation to this Agreement is for Settlement purposes
28 only and if, for any reason, the Settlement is not approved, the Agreement will be of no force or

1 effect. In such event, nothing in the Agreement shall be used or construed by or against any
2 party as a determination, admission, or concession of any issue of law or fact in the Actions; and
3 the Parties do not waive, and instead expressly reserve, their respective rights with respect to the
4 prosecution and defense of this Action as if this Agreement never existed. Defendant expressly
5 reserves its' rights to challenge the propriety of class certification should the Court not approve
6 the Settlement.

7 **C. TERMS OF SETTLEMENT**

8 1. Gross Settlement Amount: Defendant shall pay the Gross Settlement Amount of
9 Ninety-Five Thousand Dollars (\$95,000.00) to pay for the following: 1) the cost of settlement
10 administration; 2) the amount of attorneys' fees and litigation costs awarded to Class Counsel; 3)
11 the amount of Service Payment awarded to Plaintiff; 4) the amount paid to the LWDA for the
12 settlement of PAGA claims; and 5) the settlement benefits to Class Members who do not exclude
13 themselves from the Settlement. Defendant shall pay, separately from the Gross Settlement
14 Amount, Defendant's share of payroll taxes on the portion of settlement benefits allocated to
15 wages.

16
17 2. Attorneys' Fees, Expenses and Costs: Defendant will not oppose Class Counsel's
18 application to the Court for an award of up to one-third (1/3) of the Gross Settlement Amount
19 anticipated to be \$31,666,67) in attorneys' fees and reimbursement of up to Twelve Thousand
20 Dollars (\$12,000) for litigation costs and expenses, to compensate Class Counsel for the work
21 already performed in this case and all work remaining to be performed in documenting the
22 Settlement, securing Court approval of the Settlement, and ensuring that the Settlement is fairly
23 administered and implemented. The Settlement Administrator will issue to Class Counsel a
24 Form 1099 with respect to their award of attorneys' fees and costs.

25 4. Service Payment to Class Representative: Defendant will not oppose Plaintiff's
26 request to the Court for an award of up to Five Thousand Dollars (\$5,000) for her service as
27 Class Representative ("Service Payment") in addition to any payment she may otherwise receive
28

1 as a Class Member. The Settlement Administrator will issue to Plaintiff a Form 1099 for her
2 Service Payment.

3 5. PAGA Civil Penalties to the LWDA: Payment shall be made to the LWDA in the
4 amount of \$5,625, which represents 75% of the PAGA claims settlement amount of \$7,500.

5 6. Distribution to Class Members: Each member of the Class who does not submit a
6 timely request for exclusion from the Settlement shall receive a portion of the Net Settlement
7 Amount based on a per rata basis..

8 7. Non-Reversionary; Cy Pres: The settlement is completely non-reversionary and
9 the entire Net Settlement Amount shall be distributed to Class Members who do not exclude
10 themselves from the Settlement. In the event settlement checks issued to Class Members are not
11 cashed or deposited within 90 days after mailing, the checks shall become null and void and any
12 funds remaining from such uncashed checks shall be disbursed by the Settlement Administrator
13 to a *cy pres* beneficiary to be selected by the parties to this Agreement and approved by the Court
14 pursuant to the terms of Code of Civil Procedure section 384.

15 8. Tax Allocation of Class Member Distributions: The Parties agree that the
16 Settlement payments to Class Members will be treated as follows: 20% of the settlement
17 payments shall be allocated to wages and 80% shall be allocated to interest and penalties. The
18 Settlement Administrator shall be responsible for issuing Class Members a Form W-2 with
19 respect to the portion of settlement benefits allocated to wages and, to the extent required by law,
20 a Form 1099 with respect to the portion of settlement benefits allocated to interest and penalties.

21 9. No Credit Toward Benefit Plans. The payments made to Class Members under
22 this Agreement, the Service Payment made to Plaintiff, as well as any other payments made
23 pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any
24 benefit plans to which Plaintiff or any Class Members may be eligible, including, but not limited
25 to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick
26 leave plans, PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this
27 Settlement will not affect any rights, contributions, or amounts to which any Class Members and
28 Plaintiff may be entitled under any benefit plans. The Parties agree that any payments to Class

Members, including the Service Payment paid to Plaintiff under the terms of this Agreement do not represent any modification of Class Members' or Plaintiff's previously credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or any other plan or program, sponsored by Defendant. Further, any payments and the Service Payment paid hereunder shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan, or any other plan or program sponsored by Defendant.

10. Tax Liability. Defendant, Defendant's counsel, the Settlement Administrator, and Plaintiff's counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and the Class Members are not relying on any statement, representation, or calculation by Defendant, Defendant's counsel, Plaintiff's counsel, or by the Settlement Administrator in this regard. Plaintiff and the Class Members understand and agree that they will be solely responsible for the payment of any and all taxes and penalties assessed on their respective payments described herein and will defend, indemnify, and hold Defendant, Defendant's counsel, Plaintiff's counsel and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable penalties/damages.

11. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX

1 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
2 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
3 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
4 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
5 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
6 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
7 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
8 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
9 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
10 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
11 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
12 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
13 AGREEMENT.

14 12. Funding and Distribution Dates: Within 30 days after the Effective Date,
15 Defendant shall remit to the Settlement Administrator the amount of \$35,000 needed to initiate
16 all payments required under the Settlement. Every 30 days thereafter, Defendant shall remit to
17 the Settlement Administrator the amount of \$15,000 until the entire amount of the settlement is
18 paid in full by Defendant. The Settlement Administrator shall make all payments required under
19 the Settlement as soon as practicable after receipt of the settlement funds from Defendants (but
20 no later than 10 days after receipt of the settlement funds).

21 **D. NOTICE, EXCLUSION AND OBJECTION PROCEDURES**

22 1. Within fifteen (15) days following the Court's entry of an Order Granting
23 Preliminary Approval of the Settlement, Defendant shall provide to the Settlement Administrator
24 a database or spreadsheet listing the name, last known home address, social security number,
25 number of work weeks worked during the Class Period for each Class Member (the "Class
26 List").
27
28

2. Within ten (10) days after receiving the Class List from Defendant, the Settlement Administrator shall send a Notice to each Class Member in English and Spanish by first class mail in the form attached as **Exhibit A**.

3. The Settlement Administrator shall use reasonable standard skip tracing devices as necessary to verify the accuracy of all addresses before the initial mailing date to ensure that the Notice is sent to all Class Members at the addresses most likely to result in immediate receipt of those documents. With respect to any returned Notices, the Settlement Administrator shall use reasonable diligence to obtain a current address and re-mail to such address.

4. Class Members shall have sixty (60) days from the initial mailing of the Notice by the Settlement Administrator to request exclusion from the Settlement by submitting a request in writing to be excluded from the Settlement to the Settlement Administrator. If disputes about the validity or timeliness of any request for exclusion arise, the Parties shall meet and confer. If the Parties cannot resolve the dispute, the Court shall make a final and binding determination as to whether the request for exclusion shall be deemed valid.

5. Class Members who submit a timely and valid request for exclusion will not be bound by the release provisions of the Settlement and will not be entitled to receive any settlement benefits under the Settlement.

6. If more than 5% of the Class Members request exclusion from the Settlement (i.e., opt out), Defendant at its sole option may abrogate the Settlement, in which case the Settlement shall be null and void. Defendant shall exercise this right within ten (10) days after notification by the Settlement Administrator of the total number of Class Members who submitted a valid request for exclusion. If Defendant abrogates the Settlement pursuant to this paragraph, Defendant shall pay the Settlement Administrator for the costs of settlement administration prior to receiving notice from Defendant about abrogation of the Settlement.

7. It was represented to Class Counsel that the Settlement Class is estimated to be 65 with 60 of those individuals being former employees with 770 pay periods at issue. Upon receipt of the Class Data, the Settlement Administrator shall confirm to Plaintiff that the Class Data is consistent with these representations. To the extent the number of Settlement Class Members

1 increases beyond 65 by more than 5%, Defendant shall have the option to increase the Gross
2 Settlement Amount by a proportionate amount. For example, if the number of Settlement Class
3 Members increases by 6%, Defendant shall increase the Gross Settlement Amount by 6%. If the
4 increase causes an increase of the cost of Settlement Administration beyond the amount that has
5 been approved by the Court, Defendant shall separately bear the increased cost of Settlement
6 Administration outside of the Gross Settlement Amount. Likewise, if the number of pay periods
7 at issue increases beyond 770 by more than 5%, Defendant shall have the option to increase the
8 Gross Settlement Amount by a proportionate amount. Again, for example, if the number of pay
9 periods increases by 6%, Defendant shall increase the Gross Settlement Amount by 6%. If
10 Defendant fails to increase the Gross Settlement Amount proportionately or remit payment of the
11 increased cost of Settlement Administration, Plaintiff shall have the right to terminate this
12 Agreement and the Parties will be restored to their positions prior to the Settlement and the
13 Settlement shall be null and void.

14 8. Class Members shall have sixty (60) days from the initial mailing of the Notice
15 Packet by the Settlement Administrator to submit any objections to the Settlement and advise of
16 their desire to appear at the Final Fairness Hearing. The Class Notice shall include specific
17 instructions to Class Members for submitting objections, which must be sent in writing to the
18 Settlement Administrator.

19 **E. RELEASE OF CLAIMS**

20 1. Class Members' Released Claims: Each Class Member who does not submit a
21 timely and valid request for exclusion shall, upon the Effective Date, be deemed to have released
22 any and all claims against Defendant and any former and present parent, subsidiary, and
23 affiliated corporations, and their officers, directors, employees, partners, shareholders and agents,
24 and any other successors, assigns, or legal representatives ("Released Parties"), from any and all
25 claims, rights, demands, liabilities and causes of action under California law that Class Members
26 have had or now have against the Released parties for any acts occurring during the Release
27 Period that were pled in the Complaints or that could have been pled based on the identical
28 factual predicate for the allegations in the Complaints, specifically including any such claims for

1 failure to pay minimum wages, failure to pay overtime wages, failure to provide accurate wage
2 statements, unfair competition, and failure to pay all wages upon termination, and any claims in
3 connection therewith for damages, restitution, interest, penalties, costs and attorneys' fees.

4 3. Release by Class Representative: As a condition to obtaining the Service
5 Payment provided for herein, Plaintiff (as well as her spouse, heirs, executors, administrators,
6 trustees, and/or permitted assigns) also agrees to a general release of any and all claims against
7 Released Parties which shall include without limitation any and all claims which in any way
8 relate to his employment with Defendant, under State or Federal law, in tort, common law,
9 statute, contract, or equity, whether pled in the Complaints or not, including but not limited to
10 any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, the California Labor Code,
11 or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based
12 on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date
13 of execution hereof. Plaintiff further expressly waives and relinquishes, to the fullest extent
14 permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil
15 Code, which provides: “**A general release does not extend to claims which the creditor or**
16 **releasing party does not know or suspect to exist in his or her favor at the time of executing**
17 **the release and that, if known by him or her, would have materially affected his or her**
18 **settlement with the debtor or released party.”**

19 **F. COURT APPROVAL**

20 1. Plaintiff shall promptly move the Court for the entry of an Order Granting
21 Preliminary Approval of the Settlement.

22 2. In accordance with the Court's Order Granting Preliminary Approval of the
23 Settlement, Plaintiff, after the Settlement Administrator has mailed the Notice to Class Members
24 and the time for Class Members to request exclusion from or make an objection to the Settlement
25 has expired, shall move the Court for the entry of an Order Granting Final Approval of the
26 Settlement.

27 3. This Settlement shall not take effect until the Court has entered an order granting
28 final approval of the Settlement and that order has become final after any objections to the

1 Settlement or any appeals from the order granting final approval of the Settlement have been
2 resolved. If for any reason this Settlement is materially modified on appeal, then this Settlement
3 will become null and void and no payment under this Settlement will be made.

4 4. The Parties agree to waive appeals from the Court's order granting final approval
5 of the Settlement with the following exceptions: (1) the Parties may appeal if the Court
6 materially modifies the Settlement; and (2) Plaintiff may appeal if the Court awards attorneys'
7 fees, expenses, costs or a Service Payment in an amount less than requested by Plaintiff. Any
8 appeal with respect to the amount of attorneys' fees, expenses, costs or Service Payment shall
9 not affect the finality of the Settlement in any other regard or delay the payment of settlement
10 benefits to Class Members or the payment of administration costs to the Settlement
11 Administrator.

12 **G. MISCELLANEOUS**

13 1. The respective signatories to the Settlement represent that they are fully
14 authorized to enter into this Settlement and bind the respective Parties to its terms and
15 conditions.

16 2. The Parties agree to cooperate fully with each other to accomplish the terms of
17 this Settlement, including but not limited to, execution of such documents and to take such other
18 action as may reasonably be necessary to implement the terms of the Settlement. The Parties
19 shall use their best efforts, including all efforts contemplated by this Settlement and any other
20 efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of
21 this Settlement.

22 3. The Parties represent, covenant, and warrant that they have not directly or
23 indirectly, assigned, transferred, encumbered, or purported to assign, transfer or encumber to any
24 person or entity any portion of any liability, claim, demand, action, cause of action or right
25 released and discharged in this Settlement.

26 4. Nothing contained in this Settlement shall be construed or deemed an admission
27 of liability, culpability, negligence, or wrongdoing on the part of Defendant, and Defendant
28 denies any such liability. Each of the Parties has entered into this Settlement with the intention

1 to avoid further disputes and litigation with the attendant inconvenience and expenses. This
2 Settlement is a settlement document and the parties shall not seek to have this Settlement deemed
3 admissible evidence except in an action or proceeding to approve, interpret, or enforce its terms.

4 5. This Settlement may be executed in counterparts, and when each party has signed
5 at least one such counterpart, each counterpart shall be deemed an original, and, when taken
6 together with other signed counterparts, shall constitute execution of the Settlement, which shall
7 be binding upon and effective as to all Parties.

8 6. Until the filing of a motion for preliminary approval, the terms of the Settlement
9 shall remain confidential and any remarks about this settlement shall be limited to a statement to
10 the effect that the parties have reached a settlement in principle subject to court approval. This
11 confidentiality clause extends to the parties' use of social media people often use to communicate
12 during their daily lives, such as Twitter, Facebook, My Space, Instagram, blogs and the like.
13 This confidentiality clause, however, shall not operate to restrict the ability of Class Counsel to
14 communicate with any Class Member about the fact or terms of this Settlement.

15 7. Interim Stay of Proceedings: Upon full execution of this Agreement, the Parties
16 agree that based upon Code of Civil Procedure §583.310 ("the 5 year rule"), the Lawsuit shall be
17 stayed in its entirety except for the proceedings necessary to implement and complete the
18 Settlement.

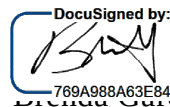
19 8. Amendment or Modification: This Agreement may be amended or modified only
20 by a written instrument signed by counsel for all Parties or their successors-in-interest.

21 9. California Law Governs: All terms of this Agreement and the Exhibit hereto shall
22 be governed by and interpreted according to the laws of the State of California.

23 **IT IS SO AGREED.**

24 **Plaintiff**

25 Dated: March 8, 2022

DocuSigned by:

769A988A63E84B4...

Defendant

Dated: March 10, 2022



Christopher Victor
Chief Operating Officer
Titanium Alarm, LLC

APPROVED AS TO FORM

DATED: March 14, 2022

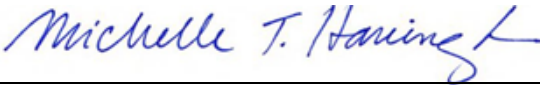
KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet
Attorneys for Plaintiff BRENDA GARCIA and the
Proposed Class

DATED: March 10, 2022

FREEMAN MATHIS & GARY, LLP

By: 

John K. Rubiner
Michelle T. Harrington
Matthew S. Jones
Attorneys for Defendant
TITANIUM ALARM, LLC

EXHIBIT "A"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

IF YOU WORKED AS AN HOURLY EMPLOYEE FOR TITANIUM ALARM, LLC WHO WORKED OVERTIME AND RECEIVED COMMISSION EARNINGS IN THE SAME PAY PERIOD IN WHICH SUCH OVERTIME WAS WORKED AT ANY TIME BETWEEN MAY 29, 2016 AND AUGUST 31, 2021 YOU MAY OBTAIN PAYMENTS FROM A SETTLEMENT REACHED IN A PROPOSED CLASS ACTION LAWSUIT

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

This Notice is court approved. This is not a solicitation from an attorney.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	Receive compensation but lose rights to sue separately. If you do nothing, you will receive compensation for your claims alleged in this lawsuit. You will also give up your rights to ever sue about any of the claims in this case.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Get no compensation but keep rights to sue separately. If you exclude yourself from the settlement you will not receive any compensation from the settlement, but you will keep your rights to file a separate claim. Please be advised, however, that the time limits for filing a separate claim may have expired.
OBJECT OR COMMENT	Tell the Court why you like or don't like the settlement. You may write to the Court, or you may appear personally or through your own attorney and your own expense, and tell the Court about why you do or do not like the settlement. You must remain a part of the lawsuit to comment or object to the settlement, and you cannot object if you also ask to be excluded.
These rights and options – and the time deadlines for exercising them – are explained further in this Notice.	

This Notice provides important information about a proposed settlement in the class action lawsuit (the “Lawsuit”) brought by Brenda Garcia (“Plaintiff”) against Titanium Alarm, LLC (“Defendant”) called *Brenda Garcia v. Titanium Alarm, LLC*, San Bernardino County Superior Court Case No. CIVDS2013199.

WHY YOU ARE RECEIVING THIS NOTICE:

On <insert date>, the Court preliminarily approved a settlement reached in the Lawsuit (the “Settlement”) on behalf of a settlement class comprised of all persons who worked for Defendant as a non-exempt employee in California who worked overtime and received commission earnings in the same pay period in which such overtime was worked at any time between May 29, 2016 and August 31, 2021, (the “Class Period”). There are approximately 65 persons in the settlement class (“Class Members”). You are receiving this notice because Defendant’s records indicate that you worked for Defendant as a non-exempt employee in California who worked overtime and received commission earnings in the same pay period in which such overtime was worked during the Class Period and are therefore a Class Member. As a Class Member, you have the right to participate in, object to, or exclude yourself from the Settlement.

ABOUT THE LAWSUIT:

Plaintiff is a former employee of Defendant who has made a variety of claims, on behalf of herself and Class Members, against Defendant, by and through attorneys of record Kingsley & Kingsley, APC (Attorneys for Plaintiff and “Class Counsel”). Plaintiff alleges that Defendant failed to comply with California wage and hour laws. Defendant denies all of Plaintiff’s claims and maintains that it did not violate any California wage and hour laws. Although Defendant denies Plaintiff’s allegations, the parties agreed to settle the Lawsuit. Defendant is not in any way admitting it engaged in any of the acts alleged in the Lawsuit.

THE TERMS OF THE CLASS ACTION SETTLEMENT:

To avoid the costs of litigation, and without admitting any wrongdoing, Defendant had agreed to pay, in exchange for a release of the claims asserted by Plaintiff and Class Members in the Lawsuit, the gross amount of \$95,000.00 (the “Gross Settlement Amount”). Payments from the Gross Settlement Amount will be made for: a) the costs of settlement administration (approximately \$6,000.00.); b) a Service Payment to Plaintiff (up to \$5,000.00); c) attorneys’ fees to Class Counsel (up to \$31,666.67); d) litigation costs to Class Counsel (up to \$12,000.00); e) payment to the California Labor & Workforce Development Agency for an allocation of the settlement of the claims brought pursuant to the Private Attorneys General Act (up to \$5,625.00) and f) settlement payments to Class Members who do not submit an opt out request. It is estimated that after the above deductions, approximately \$34,708.33 (the “Net Settlement Amount”) will remain for payment of settlement benefits to Class Members. Each Class Member’s gross settlement amount will be allocated as follows: 20% shall be deemed wages (subject to legally required wage withholdings and deductions and reported by way of IRS Form W-2) and 80% shall be treated as interest and penalties (reported by way of IRS Form 1099).

It is anticipated that settlement benefits will be made to Class Members no later than January 1, 2023. You have three options: (1) participate in the settlement and receive your share of the settlement benefits; (2) object to the settlement; or (3) request exclusion from the settlement.

(1) IF YOU WISH TO BE A PART OF THE SETTLEMENT AND OBTAIN PAYMENT, YOU ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION.

All Class Members who do not exclude themselves from the settlement will automatically receive payment of their share of settlement benefits. Based on Defendant's records, you worked <insert number of workweeks> workweeks for Defendant during the Class Period, which means that your gross settlement payment (the amount before tax deductions) is estimated to be approximately

<insert \$amount>.

Depending on the Court's Final Approval Order, the gross amount you will receive if the Court grants final approval of the settlement may vary from the above estimated amount. If you participate in the settlement, you will, upon final approval of the settlement, be bound by the release of claims against Defendant described below and lose the right to sue Defendant for any of the claims asserted or that could have been asserted against Defendant in the Lawsuit.

It is your responsibility to keep a current address on file with the Settlement Administrator as it will mail your payment to the address on file for you. If you move, please provide the Settlement Administrator your new address. If you disagree with the number of workweeks stated above, you may submit information to the Settlement Administrator regarding what you believe is the correct number of workweeks you worked for Defendant as a non-exempt employee in California during the Class Period. Any such information, including any supporting documents, must be submitted to the Settlement Administrator by <insert date>. You may communicate with the Settlement Administrator regarding your new address or information regarding what you believe is the correct number of workweeks by telephone 888.250.6810, e-mail claims@ilymgroup.com, or mail to PO Box 2031, Tustin, CA 92681. You may also contact Class Counsel to provide this information.

(2) YOU MAY OBJECT TO THE SETTLEMENT AS LONG AS YOU DO NOT OPT OUT OF THE SETTLEMENT.

As long as you do not exclude yourself from the Settlement, you have the right to object by submitting a written statement with your full name, address, last four digits of your Social Security Number or employment identification number, the case name and number (*Brenda Garcia v. Titanium Alarm, LLC*, San Bernardino County Superior Court Case No. CIVDS2013199), a statement that you object to the Settlement, the legal and factual reasons for the objection, and your signature. The objection must be sent by <insert date> by regular mail to the Settlement Administrator at the following address: <insert address>. You also have the right to appear at the Final Fairness Hearing on <insert date> at <insert time> in Department S-26 at the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, California 92415. If the Court overrules your objection and grants final approval of the Settlement, you will be bound by the release of claims against Defendant described below and lose the right to sue Defendant for any of the claims asserted or that could have been asserted in the Lawsuit. As long as you do not exclude yourself from the Settlement, you will receive a settlement payment even if you make an unsuccessful objection to the Settlement.

(3) YOU MAY "OPT OUT" OF THE SETTLEMENT AND EXCLUDE YOURSELF FROM THE SETTLEMENT—YOU WILL NOT RECEIVE ANY PAYMENT AND WILL NOT BE SUBJECT TO THE RELEASE OF CLAIMS AND STIPULATED JUDGMENT.

If you wish to exclude yourself from the Settlement, you must submit a written request to the Settlement Administrator on or before <insert date>. To opt out, you must (i) state the case name and number; (ii) state your full name and address; (iii) clearly state that you request to be excluded from the Settlement; (iv) state the last four digits of your social security number or employee identification number; (v) sign the opt out request; and (vi) return the opt out request via first class U.S. mail to the Settlement Administrator (at the address listed in subsection (2)) so that it is postmarked on or before <insert date>.

If you exclude yourself from the Settlement, you will not be entitled to recover any settlement benefits or object to the settlement, but you will retain the right to bring any claims you believe you have against Defendant. If the Court grants final approval of the Settlement, Class Members who do not properly opt out of the class action settlement will be bound by the Settlement, including its release of claims and Judgment. Class Members who

do properly opt out of the class action settlement shall have no further role in this action, and for all purposes they shall be regarded as if they never were a party to this action.

RELEASE OF CLAIMS OF SETTLEMENT CLASS MEMBERS:

Unless you exclude yourself from the Settlement, upon final approval of the Settlement by the Court, you will be deemed to have released any and all claims against Defendant and any former and present parent, subsidiary, and affiliated corporations, and their officers, directors, employees, partners, shareholders and agents, and any other successors, assigns, or legal representatives (“Released Parties”), from any and all claims, rights, demands, liabilities and causes of action under California law that Class Members have had or now have against the Released Party for any acts occurring during the Release Period that were pled in the Complaint or that could have been pled based on the identical factual predicate for the allegations in the Complaint, specifically including any such claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate wage statements, unfair competition, and failure to pay all wages upon termination, and any claims in connection therewith for damages, restitution, interest, penalties, costs and attorney’s fees.

THE NEXT STEP:

A Final Fairness Hearing will be held on <insert date> at <insert time> in Department S-26 at the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, California 92415. **You are not required to attend the hearing, but, as a Class Member, you are welcome to attend. If you submit a timely objection to the Settlement, you have the right to speak at the hearing regarding your objection. You also have the right to retain an attorney, at your own expense, to speak on your behalf. If you do not submit a timely objection, whether you are allowed to speak at the hearing will be decided by the Court.**

HOW TO OBTAIN ADDITIONAL INFORMATION:

This Notice only provides a summary of the Lawsuit and the Settlement. For more information, you may contact the attorneys for the class (Class Counsel) at the address or telephone number listed below, the Settlement Administrator at the address listed below, or access the Court’s records.

Attorneys for Plaintiff can be contacted at:

Kelsey M. Szamet, Esq.
Kingsley & Kingsley, APC
16133 Ventura Blvd., Suite 1200
Encino, California 91436
Tel: (818) 990-8300
Fax: (818) 990-2903

The Settlement Administrator can be contacted at:

ILYM Group, Inc.
Mailing Address – PO Box 2031, Tustin, CA92681
Email address - claims@ilymgroup.com
Toll Free Number – 888.250.6810

You may also review the Court’s file at the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

Any Questions? Call (888) 250-6810

EXHIBIT "2"

	A	C	D	E	F	G	H	I	J	K	L
	ALM RESEARCH 2007 NLJ Billing Survey Fiscal Year - 2007 Billing Source-National Law Journal 12/11/2007 Copyright © 2007, ALM Properties, Inc., All Rights Reserved										
	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
1											
2	Adams and Reese	\$500	\$225	\$255	\$165	\$198	\$305	\$278	\$197	\$300	\$275
3	Andrews Kurth	\$795	\$400	\$460	\$210						
4	Arent Fox	\$675	\$395	\$440	\$240						
5	Armstrong Teasdale	\$450	\$295	\$295	\$165						
6	Baker, Donelson, Bearman, Caldwell & Berkowitz	\$525	\$230	\$315	\$160	\$205	\$325	\$280	\$200	\$320	\$270
7	Barnes & Thornburg	\$485	\$265	\$295	\$180	\$225	\$350	\$302	\$220	\$355	\$310
8	Bass, Berry & Sims PLC	\$575	\$300	\$285	\$180						
9	Best Best & Krieger	\$495	\$290	\$350	\$160	\$203	\$275	\$212	\$235	\$390	\$265
10	Bond, Schoeneck & King	\$435	\$200	\$250	\$140	\$179	\$294	\$253	\$175	\$295	\$300
11	Bradley Arant Rose & White	\$520	\$240	\$280	\$180	\$211	\$335	\$258	\$205	\$330	\$260
12	Briggs and Morgan	\$500	\$250	\$325	\$195	\$233	\$391	\$344	\$230	\$395	\$350
13	Brinks Hofer Gilson & Lione	\$650	\$300	\$410	\$180	\$273	\$479	\$365	\$250	\$485	\$350
14	Broad and Cassel	\$450	\$250	\$310	\$165	\$232	\$361	\$294	\$225	\$360	\$275
15	Brownstein Hyatt Farber Schreck	\$675	\$260	\$270	\$170	\$219	\$373	\$308	\$218	\$390	\$325
16	Bryan Cave	\$695	\$320	\$495	\$165	\$295	\$493	\$394	\$295	\$490	\$375
17	Buchanan Ingersoll & Rooney	\$750	\$320	\$460	\$150						
18	Bullivant Houser Bailey	\$500	\$225	\$350	\$150	\$240	\$285	\$260	\$220	\$275	\$250
19	Burr & Forman	\$470	\$250	\$305	\$175	\$235	\$340				
20	Butzel Long	\$575	\$210	\$350	\$155						
21	Carlton Fields	\$600	\$280	\$375	\$190	\$243	\$406	\$312	\$245	\$405	\$300
22	Cooley Godward Kronish	\$875	\$470	\$555	\$250						
23	Covington & Burling	\$800	\$510	\$525	\$240						
24	Cozen O'Connor	\$750	\$230	\$530	\$155	\$283	\$420	\$350	\$280	\$425	\$340
25	Curtis, Mallet-Prevost, Colt & Mosle	\$735	\$635	\$560	\$280	\$361	\$666	\$396	\$360	\$685	\$480
26	Davis Wright Tremaine	\$695	\$300	\$390	\$170	\$257	\$430	\$375	\$250	\$423	\$375
27	Day Pitney	\$650	\$350	\$525	\$210	\$306	\$472	\$374	\$310	\$465	\$375
28	Dickinson Wright	\$530	\$260	\$275	\$170						
29	Dickstein Shapiro Morin & Oshinsky	\$825	\$425	\$440	\$225	\$336	\$552	\$438	\$360	\$550	\$425
30	Dinsmore & Shohl	\$475	\$235	\$285	\$155	\$199	\$342	\$275	\$190	\$340	\$250
31	Dorsey & Whitney	\$750	\$220	\$470	\$145	\$274	\$463	\$375	\$260	\$463	\$365
32	Duane Morris	\$705	\$315	\$465	\$150	\$310	\$475	\$416	\$305	\$470	\$415
33	Dykema Gossett	\$625	\$245	\$390	\$185	\$272	\$403				
34	Edwards Angell Palmer & Dodge	\$700	\$350	\$450	\$170	\$293	\$515	\$407	\$280	\$513	\$400
35	Epstein Becker & Green	\$675	\$280	\$440	\$155	\$290	\$471	\$380	\$280	\$475	\$395
36	Fenwick & West	\$775	\$500	\$500	\$245	\$360	\$590	\$395	\$370	\$600	\$410
37	Foley & Lardner	\$855			\$185	\$387	\$550	\$476	\$375	\$550	\$475
38	Ford & Harrison	\$560	\$325	\$395	\$210						
39	Fowler White Boggs Banker	\$500	\$230	\$325	\$150	\$217	\$345	\$303	\$210	\$340	\$300
40	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	\$755	\$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 Cole	\$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 "3"

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.

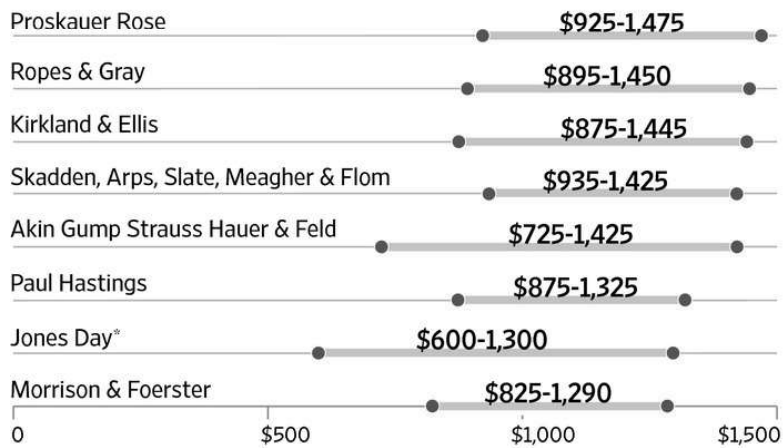
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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 "4"

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 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.

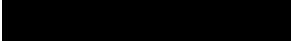
** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT "5"



Titanium LLC adv. Garcia, Brenda

Brenda Garcia

  (tel:  - 

Historic Cost

\$11,977.70

\$75.00

Trialworks TaskCode

Filing Fee

Date Incurred

3/30/2020

Payee

Labor and Work Force Development Agency

\$6.90

Trialworks TaskCode

postage

Date Incurred

4/14/2020

Payee

postage

Description

April postage

\$12.00

Trialworks TaskCode

COSTS

Date Incurred

7/22/2020

Payee

San Bernardino Court

Description

S&C

\$188.00

Trialworks TaskCode

Filing Fee

Date Incurred

8/20/2020

Payee

One Legal

Description

OLINV#02785951 Titanium 8.20.20

\$135.40

Trialworks TaskCode

COSTS

Date Incurred

8/31/2020

Payee

On-Call

Description

OCINV#176269 Titanium 8.31.20

\$125.50

Trialworks TaskCode

Filing Fee

Date Incurred

9/15/2020

Payee

One Legal

Description

OLINV#02833770 Titanium 9.15.20

\$1,592.36

Trialworks TaskCode

Filing Fee

Date Incurred

9/20/2020

Payee

One Legal

Description

OLINV#02842799 Titanium 9.20.20

Court Cost

\$94.00

*Created: 11/12/2020 at 11:49 AM***Trialworks TaskCode**

Courtcall

Date Incurred

10/1/2020

Payee

Courtcall

Notes

HD: 10/5/20

Description

hearing

\$202.00

Trialworks TaskCode

Filing Fee

Payee

One Legal

Date Incurred

10/2/2020

Description

OLINV#02870169 Titanium 10.2.20

\$127.00

Trialworks TaskCode

Filing Fee

Payee

One Legal

Date Incurred

10/6/2020

Description

OLINV#02875799 Titanium 10.6.20

Mediation Cost

\$8,000.00

*Created: 12/29/2020 at 1:44 PM***Trialworks TaskCode**

Mediation Costs

Description

First Mediation INV#23292 Titanium paid 12.29.20

Date Incurred

12/29/2020

Docs *First Mediation INV#23292 Titanium paid 12.29.20.pdf***Payee**

First Mediation

Filing Fee

\$137.70

Created: 4/6/2021 at 1:29 PM

Trialworks TaskCode

One Legal Filing

Date Incurred

4/1/2021

Payee

One Legal

Description

OLINV#03201608 Titanium 4.1.21

Docs OLINV#03201608 Titanium 4.1.21.pdf**Filing Fee****\$137.70***Created: 9/7/2021 at 1:53 PM***Trialworks TaskCode**

Filing Fee

Date Incurred

8/6/2021

Payee

One Legal

Description

OLINV#03459974 TA 8.6.21

Docs OLINV#03459974 TA 8.6.21.pdf**Filing Fee****\$115.56***Created: 9/7/2021 at 5:07 PM***Trialworks TaskCode**

Filing Fee

Date Incurred

8/10/2021

Payee

One Legal

Description

OLINV#03466560 TA 8.10.21

Docs OLINV#03466560 TA 8.10.21.pdf**Court Cost****\$94.00***Created: 9/7/2021 at 1:09 PM***Trialworks TaskCode**

Courtcall

Date Incurred

8/17/2021

Payee

Courtcall

Notes

HD: 8/16/21

Description

Courtcall

Filing Fee**\$349.26***Created: 11/11/2021 at 11:51 AM***Trialworks TaskCode**

Filing Fee

Description

OLINV#03618407 T 10.22.21

Date Incurred

10/22/2021

Docs OLINV#03618407 T 10.22.21.pdf**Payee**

One Legal

Court Cost**\$94.00***Created: 12/28/2021 at 10:30 AM***Trialworks TaskCode**

Costs

Description

Courtcall

Date Incurred

11/15/2021

Notes

HD: 11/12/21

Payee

Courtcall

Court Cost**\$3.00***Created: 12/1/2021 at 3:24 PM***Trialworks TaskCode**

Costs

Payee

Doc retrieval fee

Date Incurred

12/1/2021

Description

Purchase Order Complete - Superior Court of California - County of San Bernardino 12-1-21 - Titanium Prelim Order_Redacted

Docs

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Filing Fee**\$109.64***Created: 12/16/2021 at 3:23 PM***Trialworks TaskCode**

Filing Fee

Date Incurred

12/6/2021

Payee

One Legal

Description

OLINV#03707870 Titanium 12.6.21

Docs

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Postage Cost**\$5.80***Created: 3/9/2022 at 12:51 PM***Trialworks TaskCode**

Postage Cost

Date Incurred

3/9/2022

Payee

DocuSign

Filing Fee**\$183.49***Created: 4/14/2022 at 12:25 PM***Trialworks TaskCode**

filing fee

Date Incurred

4/4/2022

Payee

OnCall

Description

OCINV#257030Z Titanium 4.5.22

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Filing Fee

\$155.09*Created: 5/2/2022 at 2:49 PM***Trialworks TaskCode**

filing fee

Date Incurred

4/25/2022

Payee

One Legal

Description

OLINV#04026543 Titanium 4.25.22

Docs OLINV#04026543 Titanium 4.25.22.pdf

Filing Fee

\$28.50*Created: 5/5/2022 at 8:29 AM***Trialworks TaskCode**

filing fee

Date Incurred

5/5/2022

Payee

OnCall

Description

OCINV#257030ZZ Titanium 5.5.22

Docs OCVN#257030ZZ Titanium 5.5.22.pdf

Postage Cost

\$5.80*Created: 9/2/2022 at 2:42 PM***Trialworks TaskCode**

Postage Cost

Date Incurred

9/2/2022

Payee

DocuSign

(Proof of Submission to LWDA)

EXHIBIT "6"

(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 September 8, 2022, I served all interested parties in this action the following documents described as: **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT AND MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

John K. Rubiner Michelle T. Harrington Matthew S. Jones jrubiner@fmglaw.com mharrington@fmglaw.com mjones@fmglaw.com Freeman Mathis & Gary, LLP 550 South Hope Street, 22nd Floor Los Angeles, CA 90071-2627	Walter L. Haines admin@uelglaw.com UNITED EMPLOYEES LAW GROUP, PC 4276 Katella Avenue, Suite #301 Los Alamitos, CA 90720
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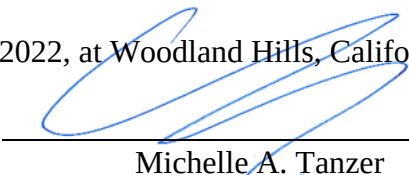
[] (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that 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.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] 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.

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

Executed on September 8, 2022, at Woodland Hills, California.



Michelle A. Tanzer