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Attorneys for Plaintiff and the proposed class

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

HELEN SANTOS, an individual, on behalf of
herself and others similarly situated,

PLAINTIFF,

v.

AIR CULINAIRE WORLDWIDE, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV40648

[Case Assigned for All Purposes to Hon.
William F. Highberger in Dept. 10]

**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 HELEN
SANTOS and Nicole Bench of ILYM Group,
Inc., Proposed Order, and Judgment]*

Date: May 3, 2023

Time: 11:00 AM

Dept.: 10

Complaint Filed: October 23, 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 HELEN SANTOS 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.

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1 Amended Complaint ("FAC"), adding a PAGA claim based on the facts asserted in the October
2 23,2020 notice letter and previously alleged in the Complaint.

3 **THE DISCOVERY PROCESS**

4 8. After the matter was at issue, the Parties began to engage in informal discovery to
5 understand the nature of the allegations and the scope of potential liability. Defendant provided
6 Plaintiff's counsel with pertinent data for the Class Members so that the Parties could fully-
7 investigate the claims at issue and understand their strengths and weaknesses.

8 9. On October 22, 2021, the Parties attended a full-day mediation with experienced
9 mediator Todd A. Smith and reached a settlement, as set forth herein, to settle Plaintiff's claims
10 on a class-wide basis.

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

17 11. Based on their own independent investigation and evaluation, Class Counsel is of
18 the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best
19 interest of the settlement classes in light of all known facts and circumstances, including the risk
20 of significant delay, defenses asserted by Defendant, uncertainties regarding a class and
21 representative action trial on the merits, and numerous potential appellate issues. Although
22 Defendant denies any liability, Defendant is agreeing to this Settlement, which is a compromise of
23 disputed claims, solely to avoid the cost of litigation, and this Settlement shall not be construed or
24 used as an admission by or against Defendant as to the merits of any claims against it. Accordingly,
25 the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge
26 all disputes and claims arising from or relating to the Action on the terms set forth here.

27 **PRELIMINARY APPROVAL**

28 12. On June 13, 2022, the Court issued an Order preliminarily approving the settlement

1 in this case, approving the proposed Class Notice, ordering that the Settlement Administrator send
2 notice to the Settlement Class, and setting a date for the Final Approval and Fairness Hearing.

3 **SETTLEMENT**

4 13. For purposes of this Settlement only, the settlement class is defined as: “all persons
5 who are employed or have been employed as an hourly employee by Defendant in the State of
6 California during the Covered Period.” (“Class Members” or “Settlement Class Members”)

7 14. The Covered Period is the period from October 23, 2016 through November 24,
8 2021.

9 15. Based on documents and other information produced by Defendant, it is estimated
10 that there are approximately 185 Settlement Class Members.

11 16. Of these, 152 are former employees.

12 17. There are 15,220 workweeks at issue (7,610 pay periods.)

13 18. As detailed fully in the Settlement, the Settlement provides for Defendant to pay a
14 Gross Settlement Amount of \$425,000.00, which includes without limitation the Class Counsel
15 Award, Class Representative Enhancement Payment, Individual Settlement Payments, PAGA
16 Payment, and Settlement Administrator Costs.

17 19. The Net Settlement Amount is the Gross Settlement Amount, less Court-approved
18 Class Counsel Award, Class Representative Enhancement Payment, payment to the LWDA, and
19 Settlement Administration Costs.

20 **CLASS NOTICE**

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

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

25 21. All settlement discussions were made by experienced and informed counsel, who
26 believe that this settlement represents a favorable resolution for the Settlement Class Members.

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

1 place.

2 23. This included sample time and pay data, the class size, and the number of allegedly
3 violated itemized wage statements issued to Settlement Class Members.

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

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

8 26. Class Counsel believes that the settlement is fair, reasonable, adequate, and in the
9 best interests of the class and that the average recovery for each Settlement Class Member of over
10 \$1,094.90 is substantial, given the risks inherent in litigation and the defenses asserted.

11 **CLASS COUNSEL’S KULLAR ANALYSIS**

12 27. This informal discovery and settlement negotiations permitted Class Counsel to
13 fairly evaluate the strength of the case and the risks associated with ongoing litigation.

14 28. Class Counsel is experienced in handling wage and hour class actions and, after
15 weighing all of the following factors, supports this Settlement.

16 **The Risks Associated with the Wages/Overtime Claim**

17 29. Plaintiff contends that she and all Class Members were forced to work on a regular
18 and consistent basis without receiving compensation for all hours worked at the proper rate.

19 30. Specifically, Plaintiff contends that Defendant failed to blend Plaintiff’s and the
20 Class Members’ “LTD” pay into the regular rate of pay for the purposes of calculating the overtime
21 rate during pay periods that Class Members worked overtime and also earned LTD pay.

22 31. Defendant put forth strong arguments that the LTD pay is not any type of bonus or
23 non-discretionary pay that must be blended.

24 32. Defendant provided evidence that LTD pay is short for “long term disability pay”.

25 33. Contrary to Plaintiff’s assertions, Defendant argues that this type of pay actually
26 cannot be blended because it is not a wage payment at all.

27 34. Were Defendant to succeed on this argument, this claim would have little to no
28 value so Plaintiff perceived great risk associated with this claim.

1 35. Plaintiff alleged that Defendant has an unlawful policy of automatically
2 deducting 30 minutes of time for a meal period regardless of whether the employee actually was
3 able to take a fully thirty (30) minute meal period within the first five (5) hours of work. Plaintiff
4 contends that this unlawful “auto-deduct” policy and practice resulted in Defendant allegedly
5 failing to pay Plaintiff and all Class Members for all wages at the appropriate rate for all hours
6 worked.

7 **The Risks Associated with the Meal Period Claim**

8 36. Plaintiff contends that Defendant maintained an unlawful “auto-deduct” policy
9 wherein it automatically deducts 30 minutes of time from the employee’s total hours worked for
10 the day regardless of whether a lawful meal period was actually provided under California law.
11 Plaintiff contends that she routinely was unable to take a first meal period and, despite often
12 working over 10 hours, was not able to take a second meal period.

13 37. Plaintiff contends there is at least one meal period violation per person, per day
14 during the covered period.

15 38. Plaintiff argues that the time records show ubiquitous meal period violations.

16 39. Plaintiff anticipated that Defendant would argue, that while *Donahue* does create a
17 presumption it is significant that “[a]pplying the presumption does not mean that time records
18 showing missed, short, or delayed meal periods result in ‘automatic liability’ for employers.” To
19 the contrary, Air Culinaire would argue that it “can rebut the presumption by presenting evidence
20 that employees were compensated for noncompliant meal periods or that they had in fact been
21 provided compliant meal periods during which they chose to work.”

22 40. Defendant would argue that since its written policy was to “provide” a meal period
23 per *Brinker*, that to determine liability on this claim would necessitate asking each and every Class
24 Member “whether they were provided a compliant meal period but chose to work”.

25 41. Defendant also argued that the records do show many meal period premiums were
26 paid.

27 42. Because this solution was explicitly endorsed by the Court and not the type of
28 system Defendant used, Plaintiff believes Air Culinaire will not be able to overcome that

1 presumption set forth in Donohue and that Plaintiff will be able to use Defendant's records to prove
2 liability for each and every non-compliant meal period.

3 43. Plaintiff acknowledges that shifts showing a meal period premium was paid should
4 be excluded for damages purposes.

5 **The Risks Associated with the Rest Period Claim**

6 44. Plaintiff contends that Defendant routinely failed to provide Plaintiff and the Class
7 with rest breaks of not less than ten (10) minutes as required by the Labor Code during the relevant
8 time period.

9 45. She contends that Defendant also required Plaintiff and the Class Members to stay
10 on the premises.

11 46. She contends that was required to ask for permission to leave the premises, was
12 routinely unable to take a compliant first rest period and was not able to take a second (or third)
13 rest period.

14 47. Plaintiff contends there is at least one rest period violation per person, per day
15 during the covered period.

16 48. Defendant argued that it maintained a facially compliant policy that "provided" all
17 required rest periods, it did not require employees to stay on the premises, and it never interfered
18 with Plaintiff or any Class Members' ability to take all complaint rest periods.

19 49. Plaintiff acknowledges that rest period claims can be difficult to prove on a
20 classwide basis due to the lack of records.

21 50. This is especially true when an employer maintains a facially complaint rest period
22 policy.

23 51. Defendant argued this would devolve into a series of mini-trials where the trier of
24 fact would be entitled to hear from each class member as to whether they were in fact provided the
25 opportunity to take all require rest periods per day.

26 52. Defendant argued this would defeat class certification and make it nearly
27 impossible to prove this claim on a classwide basis.

28 53. Plaintiff believed it was appropriate to discount this claim.

1 **The Risks Associated with the Wage Statement Claims**

2 54. Plaintiff alleged that Defendant failed to issue Plaintiff and the Class Members
3 accurate itemized wage statements showing all applicable hourly rates in effect during the pay
4 period and the corresponding number of hours worked at each hourly rate by the employee as the
5 itemized wage statements show LTD pay that was not properly blended.

6 55. Defendant contends that this is a derivative argument and Plaintiff did not plead a
7 direct violation of section 226(a).

8 56. Thus, if Defendant were to succeed on the wage claim based on the arguments set
9 forth above, that Plaintiff's section 226(a) claim would also fail. Defendant also argued that under
10 *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308 (2018),¹ there was no liability.

11 57. Defendant would apply *Maldonado* to argue that a potential mistake on a wage
12 statement (i.e. a potential failure to blend cannot give rise to section 226(a) liability, only
13 completely missing information that is required to be shown such as total hours worked.)

14 **The Risks Associated with the Waiting Time Penalties Claim**

15 58. Plaintiff and numerous Class Members are no longer employed by Defendant.

16 59. Due to Defendant's alleged failure to properly blend all compensation into the
17 regular rate of pay, Plaintiff argues that Defendant failed to pay all wages owed and due upon
18 their termination and/or resignation.

19 60. The viability of this claim is tied to the wage claim.

20 **The Risks Associated with the PAGA Claim**

21 61. Plaintiff discounted the PAGA claim for multiple reasons. First, the aggrieved
22 employees' PAGA claims are arguably derivative of all the foregoing class claims.

23 62. A court has discretion to award less than the maximum penalty.

24 _____
25 ¹ *Maldonado* has since been abrogated by *Naranjo v. Spectrum Security Services Inc.*,
26 (2022) 13 cal.5th 93, resolving a long-standing debate over whether waiting-time and wage
27 statement penalties are recoverable when an employer fails to pay employees premium pay owed
28 for meal and rest break violations. Siding with employees, the *Naranjo* held that that they are.
Moreover, the Court additionally interpreted California's wage statement statute to require that
wage statements reflect "all amounts earned and now owing, not just those amounts actually
paid." However, at the time of mediation and settlement of this case, *Naranjo* was the law of the
land and presented an acute risk to this claim.

63. The Settlement Class is compensated for these violations in the proposed Joint Stipulation of Settlement, and thus any PAGA recovery for these same violations could arguably be construed as duplicative.

64. Plaintiff contends that the Settlement's contemplated PAGA payment of \$4,000 is appropriate.

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The Risk, Expense, Complexity, and Likely Duration of Further Litigation

65. There is significant expense associated with the class certification process, which the Parties can avoid by entering into the contemplated Settlement now.

66. If the Court did eventually certify a class, trial of a case involving approximately 194 Settlement Class Members would require the retention of expensive expert witnesses, the accrual of extensive litigation costs, and a significant time overlay by the parties.

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

The Risk of Maintaining Class Action Status through Trial

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

The Amount Offered in Settlement

69. It was very difficult for the Parties to reach this Settlement of \$425,000.00.

70. This Settlement is the result of adversarial, non-collusive, and arms-length negotiations. The Parties arrived at it after extensive informal discovery and settlement negotiations, careful evaluation of the law, risks, and all information substantiating the amount of

1 penalties reasonably likely to be awarded to the class were the trier of fact to find Defendant liable.

2 71. Plaintiff worked with an expert to review Defendant's sample of time and pay
3 records and put together a damage model.

4 72. Plaintiff assessed full value of the Minimum Wage/Overtime claim, without any
5 discount, at approximately \$4,182.

6 73. This calculation assumed that LTD pay was not properly blended into regular rate
7 of pay for purposes of determining the correct overtime rate in pay periods where both overtime
8 was worked and LTD was paid.

9 74. Expert analysis revealed that this was infrequent, and the core potential wage
10 liability was therefore limited.

11 75. The full value of the Meal Period claim, without any discount, was approximately
12 \$308,726.81.

13 76. The full value of the Rest Period claim, without any discount, was approximately
14 \$308,726.81.

15 77. Plaintiff valued the Wage Statement Claim, without discount, at \$84,850.00.

16 78. Plaintiff used \$50 for the initial pay period (not \$100) and puts a \$4,000 cap on
17 wage statement penalties per employee.

18 79. Due to the risk discussed above that 226(a) liability wouldn't attach under
19 *Maldonado*, Plaintiff determined that a steep discount of this claim was fair for settlement
20 purposes.

21 80. Plaintiff valued the Waiting Time Claim, tied to the Wage/Overtime claim for the
22 144 former employees, at \$509,191.56.

23 81. Considering the dispute over whether class members were owed any wages for
24 allegedly unblended LTD pay (which if proven was a small dollar amount), Plaintiff determined
25 that accepting a discount on this claim was appropriate.

26 82. Plaintiff calculated the value of the PAGA claim at \$761,000 for Settlement Class
27 Members (using 7,610 pay periods x \$100/per pay period).

28 83. The main risk taken into account with PAGA is the discretionary nature of the
9

1 penalty award.

2 84. A judge can award the statutory maximum or – in theory – one cent per wage
3 statement.

4 85. While there is a dearth of available authority, in Plaintiff's view, were she to
5 succeed on any of the underlying Labor Code violations, it is not likely that a Judge would also
6 award a large amount of penalties of top of any damages recovered.

7 86. Per Plaintiff's assessment, the maximum potential value of all of Plaintiff's and the
8 Settlement Class Members' claims was approximately \$1,976,677.

9 87. Class Counsel believes the Gross Settlement Amount of \$425,000.00 is fair and
10 reasonable.

11 **The Extent of Discovery Completed and Stage of the Proceedings**

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

16 **ATTORNEY COMPETENCE**

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

23 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
24 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
25 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.

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

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

90. 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), contested class certification granted in August 2020.

91. After factoring in the risks explained above, Class Counsel believes that the proposed settlement is fair and reasonable.

The Prescence of a Governmental Participant

92. There is no governmental participant in this action except, arguably, the LWDA as there is a PAGA claim at issue.

The Proposed Plan of Allocation is Fair and Reasonable

93. This allocation distributes Settlement funds proportionally to each Class Member's potential damages and should therefore be approved as fair, adequate, and reasonable.

ATTORNEYS' FEE AWARD

94. As detailed fully in the Settlement and set forth above, the Settlement provides for Defendant to create a Gross Settlement Amount of \$425,000.00. From that fund, Plaintiff requests an award of attorneys' fees in the amount of \$141,666.67, or 1/3 of the Gross Settlement Amount created on behalf of members of the Class.

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

1 96. I am very familiar with the contingent fee market throughout California and in the
2 Los Angeles County area, particularly as it pertains to complex employment, wage and hour, and
3 class action litigation. On behalf of my firm, I have negotiated numerous contingency fee
4 agreements with plaintiffs, both as individuals and as representatives in class action suits. Many of
5 those agreements provided that counsel will receive a fee that is between 33% and 40% of any
6 recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred
7 out of the recovery amount. The Class Representative in this action signed a contingency fee
8 agreement that stated that counsel would be able to make a fee of up to 40% of any recovery if the
9 case settles. These are typical and standard percentages in employment-related contingency
10 agreements throughout California. Indeed, in my opinion, the Settlement Class Members in this
11 complex wage and hour case could not have retained competent counsel in California, particularly
12 with the considerable skill and expertise of my firm, for any amount significantly less than the
13 contingency fee percentage provided in this retainer agreement. Class Counsel has never been paid
14 any money for attorneys' fees in this case and has advanced all costs.

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

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

1 99. When Class Counsel’s motions for class certification are denied, Class Counsel
2 often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*,
3 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct.
4 App. 2012)) and other times Class Counsel is unsuccessful (*Prosad v. Del Taco Restaurant*
5 *Services, Inc.*, No. B238605 (CA. Ct. App. 2012)).

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

13 n. *D’Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
14 pharmaceutical sales representatives are exempt employees affirmed);

15 o. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower
16 court ruling in employer’s favor that certain employees can share in mandatory tip
17 pool affirmed);

18 p. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
19 ruling in employer’s favor that certain employees can share in mandatory tip pool
20 affirmed);

21 q. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
22 employer’s favor approving employer’s commission pay plan affirmed) ;

23 r. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
24 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
25 employees affirmed);

26 s. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling
27 that pharmaceutical sales representatives are exempt employees affirmed);

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

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

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

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

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

102. While plaintiffs' firms strive to take on cases that are meritorious (for ethical as

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

CLASS COUNSEL’S HOURS AND HOURLY RATES ARE REASONABLE

103. Class Counsel’s aggregate lodestar amounts to \$87,455.50 (without future hours), which represents 120.2 hours of attorney work on this litigation incurred from its inception through the filing of Plaintiff’s Motion for Final Approval.

104. As such, Class Counsel is asking for a multiplier of 1.62.

105. The amount of time spent on this case (over 120.2 hours), which culminated in a very favorable proposed Settlement for the Settlement Class Members, is reasonable given the complexity and novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and the exceptional results obtained.

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

107. The requested hourly rates in this case range from \$715.00 per hour to \$990.00

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

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

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

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

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

defending class actions.

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

114. I am a partner at Kingsley & Kingsley, APC. I received my Bachelor of Arts degree, *cum laude*, from the University of California San Diego and received my law degree from UCLA School of Law in 2008, where I was active in the Women's Law Journal and community-based legal clinics. I have been practicing since 2008 and am billed at \$715.00 per hour.

115. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New Mark: \$1,500 an Hour* states that "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." 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.

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

117. 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.

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

119. Finally, Class Counsel's rates are in line with the adjusted 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 \$997, a reasonable rate for an attorney with 14 years of experience, such as Ms. Szamet is \$829. A true and correct copy of the 2022-2023 Adjusted Laffey Matrix is attached hereto as Exhibit 4.

120. 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	5.50	\$990.00	\$5,445.00
Kelsey M. Szamet	114.70	\$715.00	\$82,010.50
KINGSLEY TOTAL ATTORNEYS' FEES	120.20		\$87,455.50²

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

- aa. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;
- bb. researching employer and related causes of action;
- cc. researching other pending and former matters against Defendant;
- dd. fact development and investigating Defendant's ownership structure
- ee. researching and analyzing relevant claims under B&P 17200;
- ff. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;
- gg. regular meetings and or communicating with the Class Representative;
- hh. regular meetings and or communicating with Co-Counsel;
- ii. drafting pleadings (Complaints, Motion for Preliminary Approval, various documents related to Preliminary Approval, Motion for Final Approval, various documents related to Final approval, etc.);
- jj. researching private right of action and various impact on class actions;
- kk. interviewing and obtaining declarations from Class Members;
- ll. preparing for and attending mediation;
- mm. discussing issues related to damage model calculations;
- nn. preparing and analyzing damage models;

² The Total Attorneys' Fees does not include Class Counsel anticipated 5-10 hours of future time to handle the final approval hearing in July and to oversee the administration process.

1 oo. negotiating the terms of the settlement;
2 pp. reviewing and making changes to the Settlement Agreement;
3 qq. drafting and editing all documents for Preliminary and Final Approval;
4 rr. monitoring Notice and settlement administration procedures;
5 ss. coordinating and overseeing all aspects of the administration of the Settlement
6 (review documentation, approve form and content, etc.); and multiple
7 communications with defense counsel.

8 122. Based on the aggregate lodestar, Class Counsel is requesting a multiplier of 1.62.

9 123. I believe the request for attorneys' fees in the amount of \$141,666.67 is fair and
10 reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the
11 exceptional results obtained. As explained above, Class Counsel's diligent litigation efforts and
12 experience led to an outstanding settlement.

13 **FACTORS THAT SUPPORT THE APPROVAL OF A MULTIPLIER**

14 124. This case dealt with difficult legal and factual questions. Significantly, the risk
15 attendant to the underlying claims in this matter was great considering Defendant's defenses. As
16 discussed in detail in the extensive risk analysis section in Plaintiff's Motion for Preliminary
17 Approval of Settlement and will be discussed in Plaintiff's forthcoming Motion for Final Approval
18 of Class Action Settlement, were this case to proceed, Defendant would have a strong incentive to
19 litigate tenaciously. There are genuine issues in dispute.

20 125. Class Counsel are skilled wage and hour practitioners with decades of experience
21 who diligently prepared and litigated this matter as discussed.

22 126. To achieve the ultimate result in this case, Class Counsel had to incur substantial
23 risk and expense, and were precluded from taking other fee generating employment for 120.2 hours
24 of attorney time.

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

1 128. Class Counsel believe this is an exceptional result that has been well received by
2 Settlement Class Members.

3 **ATTORNEY COSTS**

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

7 130. To date, Kingsley & Kingsley has incurred \$13,815.62 in costs.

8 131. However, pursuant to the Settlement, Class Counsel shall not seek an amount in
9 excess of \$12,000.00 for litigation costs.

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

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

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

16 **THE NAMED PLAINTIFF'S ENHANCEMENT SHOULD BE APPROVED**

17 135. Plaintiff's Counsel request an enhancement of \$5,000.00 to the Class
18 Representative HELEN SANTOS for her work on behalf of the Settlement Class.

19 136. The time spent by HELEN SANTOS is significant and includes providing
20 information to Class Counsel regarding the nature of the work at AIR CULINAIRE
21 WORLDWIDE, LLC; compiling documents; meeting with her attorneys to discuss the status of
22 the case, the theories of liability, and responding promptly to Class Counsel's communications
23 regarding settlement.

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

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

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

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

3 141. The Class has benefited from Ms. Santos's action in stepping forward on their
4 behalf to bring this lawsuit.

5 142. Further, The Class Notice disclosed the enhancement award.

6 143. As of today, no Settlement Class Member has objected to the proposed
7 enhancement.

8 144. Under the circumstances, a representative payment of \$5,000.00 is justified and the
9 Court should award this payment to HELEN SANTOS from the Gross Settlement Amount as
10 provided in the Settlement.

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

12 **AGENCY**

13 145. As indicated on the Proof of Service, Plaintiff's accompanying Motion for Final
14 Approval of Class Action Settlement and Plaintiff's Motion for Approval of Attorneys' Fees and
15 Costs ("Motion") were uploaded to the Labor and Workforce Development Agency's ("LWDA")
16 website on the date this Motion was filed. Proof of submission of Plaintiff's Motion, all related
17 documents, and copy of the email from the LWDA confirming receipt is attached hereto as Exhibit
18 "6".

19 **EXHIBITS**

20 146. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed
21 Amended Joint Stipulation of Class Action Settlement and Release of Claims that was
22 preliminary approved by this Court on June 13, 2022.

23 147. Attached hereto as Exhibit "2" is a true and correct copy of the ALM Research
24 2007 NLJ Billing Survey.

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

27 149. Attached hereto as Exhibit "4" is a true and correct copy of the 2022-2023 Adjusted
28 Laffey Matrix.

150. Attached hereto as Exhibit “5” is a true and correct copy of the Kingsley & Kingsley, APC costs ledger reflecting costs incurred in this matter.

151. Attached hereto as Exhibit “6” is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 145 above.

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

This declaration was executed this 10th day of April, 2023, in Altadena, California.

Kelsey M. Szamet

EXHIBIT "1"

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Attorneys for Defendant

Air Culinaire Worldwide, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HELEN SANTOS, an individual, on behalf of
herself and others similarly situated,

PLAINTIFF,

v.

AIR CULINAIRE WORLDWIDE, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV40648

[Case Assigned for All Purposes to Hon.
William F. Highberger in Dept. 10]

**AMENDED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

*[Filed concurrently with Declaration of Kelsey
M. Szamet and Proposed Order]*

This Joint Stipulation of Class Action Settlement and Release of Claims is entered into by
and between Plaintiff HELEN SANTOS, individually and on behalf of the Settlement Class, the
PAGA Class, and the State of California, as a private attorney general, on the one hand, and

Defendant AIR CULINAIRE WORLDWIDE, LLC on the other hand.

This Amended Joint Stipulation of Class Action Settlement and Release of Claims shall be binding

on Plaintiff, the current and former employees she seeks to represent, the Settlement Class, the PAGA Class and on

Defendant and subject to the definitions, recitals, and terms set forth herein and the approval of the Court.

I. DEFINITIONS

1. Action

“Action” or “Lawsuit” means the civil action filed in the Superior Court of the State of California for the County of Los Angeles, entitled HELEN SANTOS, an individual, on behalf of herself and others similarly situated, Plaintiff v. AIR CULINAIRE WORLDWIDE, LLC, and Does 1 thru 50, inclusive, Defendants, Case No. 20STCV40648 filed on October 23, 2020.

2. Class Counsel

“Class Counsel” means Kingsley & Kingsley, APC, who, subject to Court approval, shall act as counsel for the Settlement Class and the PAGA Class.

3. Class Counsel Award

“Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Lawsuit, and Class Counsel’s expenses and legal costs incurred in connection with this Lawsuit.

4. Class Information

“Class Information” or “Class Data” means information regarding Settlement Class members and PAGA Class members that Defendant will in good faith compile from their records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Settlement or PAGA Class Member’s full name; last known address; last known home telephone number; social security number; dates of employment, and Compensable Work Weeks.

1 **5. Class Members or Settlement Class Members**

2 “Class Members” or “Settlement Class Members” means all persons who are employed or
3 have been employed as an hourly employee by Defendant in the State of California during the
4 Covered Period. “PAGA Class Members” means all persons who are employed or have been
5 employed as an hourly employee by Defendant in the State of California during the PAGA
6 Covered Period.

7 **6. Covered Period**

8 “Covered Period” or “Release Period” means the period from October 23, 2016 through
9 October 23, 2020 for Settlement Class Members. “PAGA Covered Period” means the period
10 from October 22, 2019 through November 24, 2021 for PAGA Class Members. Employees may
11 be both a Settlement Class Member and a PAGA Class Member, but their Individual Settlement
12 Payments shall be calculated separately based upon the applicable Covered Period.

13 **7. Class Representative**

14 “Class Representative” means Plaintiff HELEN SANTOS.

15 **8. Class Representative Enhancement Payment**

16 “Class Representative Enhancement Payment” means the amount that the Court
17 authorizes to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment, in
18 recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Lawsuit and in
19 return for executing a general release with Defendant.

20 **9. Compensable Work Weeks/Pay Periods**

21 “Compensable Work Weeks” means the number of weeks in which Settlement Class
22 Member(s) performed work for Defendant in the State of California, excluding vacation, leaves
23 of absence, or any gaps in employment, during the Covered Period based on Defendant’s
24 records. “Compensable Pay Periods” means the number of pay periods in which PAGA
25 Settlement Class Member(s) performed work for Defendant in the State of California, excluding
26 vacation, leaves of absence, or any gaps in employment, during the PAGA Covered Period based
27 on Defendant’s records.

1 **10. Complaint**

2 “Complaint” means the operative complaint, filed in the Action.

3 **11. Court**

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

5 **12. Defendant**

6 “Defendant” means Defendant AIR CULINAIRE WORLDWIDE, LLC.

7 **13. Effective Date**

8 “Effective Date” of the Settlement means the date on which the Court’s order granting
9 Final Approval of this Joint Stipulation becomes final. Such order becomes final upon the
10 following events: (i) upon the Court issuing the Final Approval Order granting approval of this
11 Settlement Agreement if no objections to the settlement are filed, or if an objection is filed but is
12 withdrawn prior to the Court’s Final Approval Hearing; or (ii) in the event there are written
13 objections filed prior to the final approval hearing which are not thereafter withdrawn prior to the
14 hearing, the later of the following events: (a) the day after the last day by which a notice of
15 appeal of the order may be timely filed with the California Court of Appeal, and none is filed; (b)
16 if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day
17 after the last date for filing a request for further review of the Court of Appeal’s decision passes
18 and no further review is requested; (c) if an appeal is filed and there is a final disposition by
19 ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of
20 Appeal’s decision is requested, the day after the request for review is denied with prejudice
21 and/or no further review of the order can be requested; or (d) if review is accepted, the day the
22 Supreme Court of the State of California affirms the Settlement.

23 **14. Final Approval Hearing**

24 “Final Approval Hearing” means the final hearing held to ascertain the fairness,
25 reasonableness, and adequacy of the Settlement.

26 **15. Final Approval Order**

27 “Final Approval Order” means the proposed order granting final approval of the Parties’
28

1 settlement, in a form substantially similar to the order attached hereto as Exhibit C.

2 **16. Final Judgment**

3 “Final Judgment” means a judgment issued by the Court approving this Agreement as
4 binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties
5 within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d,
6 and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v.*
7 *Superior Court*, 46 Cal. 4th 969 (2009).

8 **17. Gross Settlement Amount**

9 “Gross Settlement Amount” means the agreed upon settlement amount totaling
10 \$425,000.00 to be paid by Defendant in full settlement of the Released Claims, and includes
11 without limitation the Class Counsel Award, Class Representative Enhancement Payment
12 Individual Settlement Payments, PAGA Payment, and Settlement Administrator Costs.

13 **18. Individual Settlement Payment**

14 “Individual Settlement Payment” means the amount paid from the Net Settlement
15 Amount to a Participating Class Member, based upon his/her Compensable Work Weeks and/or
16 the amount paid from the Net Settlement Amount to a PAGA Class Member based upon his/her
17 Compensable Pay Periods.

18 **19. LWDA**

19 “LWDA” means the California Labor and Workforce Development Agency.

20 **20. Net Settlement Amount**

21 “Net Settlement Amount” means the Gross Settlement Amount, less Court-approved Class
22 Counsel Award, Class Representative Enhancement Payment, payment to the LWDA, and
23 Settlement Administration Costs.

24 **21. Notice of Class Action Settlement**

25 “Notice of Class Action Settlement” means the Notice of Pendency of Class Action
26 Settlement and Hearing Date for Court Approval substantially in the form attached hereto as
27 Exhibit A, which shall include an approximation of each Settlement Class Member’s and/or
28

PAGA Class Member’s anticipated Individual Settlement Payment. It is the notice approved by the Parties and subject to Court approval explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Settlement Class Member.

22. PAGA

“PAGA” refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code §§ 2699 et seq.

23. PAGA Payment

“PAGA Payment” means the payment made hereunder to the LWDA pursuant to PAGA.

24. Participating Class Members

“Participating Class Members” means those Class Members who did not file a valid and timely Request for Exclusion pursuant to section III, paragraph 11 of this Agreement.

25. Parties

“Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

26. Payment Ratio

“Payment Ratio” means the respective Compensable Work Weeks or Pay Periods during which an employee worked, in proportion to the aggregate number of Compensable Work Weeks or Pay Periods worked by all Settlement Class members.

27. Plaintiff

“Plaintiff” means Plaintiff HELEN SANTOS.

28. Preliminary Approval Date

“Preliminary Approval Date” means the date on which the Court issues an order granting preliminary approval of the proposed in a form substantially similar to the order attached hereto as Exhibit B.

29. Released Claims

“Released Claims” means any and all claims, debts, liabilities, demands, obligations,

penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have arisen out of the same facts alleged in the Action, including: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7; (4) Failure to Provide Accurate Itemized Wage Statements Pursuant to Labor Code § 226(a); (5) Waiting Time Penalties Pursuant to Labor Code § 203; (6) Violation of Business & Professions Code § 17200; and (7) penalties pursuant to Labor Code § 2699, et seq. based on the facts alleged in Plaintiff's October 23, 2020 notice letter to the LWDA.

30. Released Parties

"Released Parties" means Defendant and any of its former and present parents, subsidiaries, affiliates, officers, directors, employees, partners, shareholders, attorneys, agents, successors, assigns, or legal representatives.

31. Request for Exclusion

"Request for Exclusion" means a letter setting forth a Class Member's name, present address, and a simple statement electing to be excluded from the Settlement. PAGA Class Members are excluded from opting out of the PAGA Settlement Amount.

32. Response Deadline

"Response Deadline" means the date sixty (60) days after the Settlement Administrator mails the Notice of Class Action Settlement to Settlement Class members, which is the last date on which Settlement Class members may: (a) submit a Request for Exclusion; (b) file and serve objections to the settlement; or (c) dispute the information contained in the Notice of Class Action Settlement.

33. Settlement

"Settlement" or "Settlement Agreement" means the disposition of the Lawsuit pursuant to this Amended Joint Stipulation of Class Action Settlement and Release of Claims.

1 **34. Settlement Administrator**

2 “Settlement Administrator” means the third-party company that the Parties have jointly
3 selected to be responsible for administering the Settlement. This Settlement Administrator is
4 ILYM Group, Inc.

5 **35. Settlement Administrator Costs**

6 “Settlement Administrator Costs” means the amount to be paid to the Settlement
7 Administrator from the Gross Settlement Amount for administration of this Settlement.

8 **II. RECITALS**

9 **1. Class Certification.**

10 The Parties stipulate to class certification for purposes of settlement only. If the Court
11 does not grant either preliminary or final approval of this Settlement, the Parties agree that this
12 stipulation regarding class certification will be revoked and the Parties will return to a point in
13 litigation prior to the execution of this Agreement.

14 **2. Procedural History.**

15 On October 23, 2020, Plaintiff filed a Class Action Complaint and provided written
16 notice to the California’s Labor and Workforce Development Agency (“LWDA”) regarding her
17 intent to file an action seeking civil penalties under PAGA.

18 The operative Complaint alleges claims for: (1) Failure to Pay Wages and/or Overtime
19 Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant
20 to Labor Code §§ 226.7 and 512; (3) Failure to Provide Rest Breaks Pursuant to Labor Code
21 §226.7; (4) Violation of Labor Code §226(a); (5) Penalties Pursuant to Labor Code §203; and, (6)
22 Violation of Business & Professions Code § 17200.

23 Defendant will stipulate to Plaintiff filing a First Amended Complaint (“FAC”), adding a
24 PAGA claim based on the facts asserted in the October 23, 2020 notice letter and previously
25 alleged in the Complaint.

26 After the matter was at issue, the Parties began to engage in informal discovery to
27 understand the nature of the allegations and the scope of potential liability. Defendant provided
28

1 Plaintiff's counsel with pertinent data for the Class Members so that the Parties could fully-
2 investigate the claims at issue and understand their strengths and weaknesses.

3 On October 22, 2021, the Parties attended a full-day mediation with experienced mediator
4 Todd A. Smith and reached a settlement, as provided herein, to settle Plaintiff's claims on a class-
5 wide basis.

6 Defendant denies any liability or wrongdoing of any kind associated with the claims
7 asserted in Plaintiff's Complaint, disputes the damages and penalties claimed by Plaintiff, and
8 further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate
9 for class or representative action treatment. This Stipulation is a compromise of disputed claims.
10 Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry
11 out this Stipulation, shall be construed or used as an admission by or against Defendant as to the
12 merits or lack thereof of the claims asserted in this Lawsuit. Defendant contends, among other
13 things, that, at all times, it has complied with all applicable state, federal and local laws related to
14 the Settlement Class and PAGA Class members' employment.

15 The Class Representative is represented by Class Counsel. Class Counsel conducted an
16 investigation into the facts relevant to the Lawsuit, including reviewing documents and
17 information provided by Defendant. Based on their own independent investigation and evaluation,
18 Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate,
19 And in the best interest of the Settlement Class and the PAGA Class in light of all
20 known facts and circumstances, including the risks of significant delay, defenses asserted by
21 Defendant, uncertainties regarding
22 a class and representative action trial on the merits, and numerous potential appellate issues. Although
23 Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid the cost of further
24 litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise
25 and discharge all disputes and claims arising from or relating to the Actions on the terms set forth herein.

26 **3. Benefits of Settlement to Class Members.**

27 Plaintiff and Class Counsel recognize the expense and length of continued proceedings
28

1 necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has
2 also taken into account the uncertainty and risk of the outcome of further litigation, and the
3 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
4 the burdens of proof necessary to establish liability for the claims asserted in the Lawsuit, both
5 generally and in response to Defendant's defenses thereto, and the difficulties in establishing
6 damages for the Settlement Class and PAGA Class members. Plaintiff and Class Counsel have
7 also taken into account Defendant's agreement to enter into a settlement that confers substantial
8 relief upon the members of the Settlement Class and PAGA Class. Based on the foregoing, Class
9 Counsel have concluded that settlement for the consideration and on the terms set forth in this
10 Settlement Agreement, is fair, reasonable, and adequate and is in the best interest of the putative
11 class in light of all known facts and circumstances, including the risk of significant delay,
12 defenses asserted by Defendant, Defendant's financial condition, numerous potential appellate
13 issues, and other risks inherent in litigation.

14 **4. Defendant's Reasons for Settlement.**

15 Defendant has concluded that any further defense of this litigation would be protracted
16 and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources
17 have been and, unless this Settlement is completed, will continue to be devoted to, the defense of
18 the claims asserted by Plaintiff and Settlement Class and PAGA Class members. Defendant has
19 also taken into account the risks of further litigation in reaching its decision to enter into this
20 Settlement. Even though Defendant continues to contend that it is not liable for any of the claims
21 set forth by Plaintiff in this Lawsuit, Defendant has agreed, nonetheless, to settle in the manner
22 and upon the terms set forth in this Agreement to put to rest the claims in this Lawsuit.
23 Defendant contends that it has complied with all applicable state, federal, and local laws.

24 **5. Settlement of Disputed Claims.**

25 This Agreement is a compromise of disputed claims. Defendant has claimed and
26 continues to claim that the Released Claims have no merit and do not give rise to liability.
27 Settlement Class and PAGA Class members have claimed and continue to claim that the
28

Released Claims have merit and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, may be construed or used as an admission by or against the Settlement Class or PAGA Class members or Class Counsel as to the merits or lack thereof of the claims asserted in this Lawsuit.

III. TERMS OF AGREEMENT

1. Release as To All Participating Class Members.

As of the Effective Date, the Participating Class Members and all PAGA Class Members, including Plaintiff, release the Released Parties from the Released Claims for the Covered Period.

2. Release of Claims by Plaintiff

As of the Effective Date, Plaintiff releases the Released Parties from all of the Released Claims during the Covered Period. Plaintiff, for herself and her heirs, successors and assigns, further waives, releases, acquits and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to, claims for violation of the FLSA, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code §§17200 et

1 seq., and any and all claims arising under any federal, state or other governmental statute, law,
2 regulation or ordinance.

3 Plaintiff's releases set forth herein include a waiver of all rights under California Civil
4 Code §1542, which provides:

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

12 Plaintiff may hereafter discover claims or facts in addition to, or different from, those
13 which she now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and
14 forever settle and release any and all claims against the Released Parties, known or unknown,
15 suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of
16 execution of this Agreement, including, but not limited to, any and all claims relating to or
17 arising from Plaintiff's employment with Defendant.

18 **3. Tax Liability and Medicare.**

19 The Parties make no representations as to the tax treatment or legal effect of the payments
20 called for hereunder, and Settlement Class and PAGA Class members are not relying on any
21 statement or representation by the Parties in this regard. Participating Class Members and PAGA
22 Class Members understand and agree that they will be responsible for the payment of taxes and
23 penalties assessed on the payments described herein and will hold the Parties free and harmless
24 from and against any claims resulting from treatment of such payments as non-taxable damages,
25 including the treatment of such payment as not subject to withholding or deduction for payroll
26 and employment taxes. Moreover, this Agreement is based upon a good faith determination of
27 the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical
28 treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b), especially since this is
strictly a wage and hour case. The Parties resolved this matter in compliance with both state and
federal law. The Parties made every effort to adequately protect Medicare's interest and

1 incorporate such into the settlement terms. Plaintiff warrants that she is not a Medicare
2 beneficiary as of the date of this Agreement. Because Plaintiff is not a Medicare recipient as of
3 the date of this Agreement, no conditional payments have been made by Medicare.

4 **4. Circular 230 Disclaimer.**

5 Each Party to this Agreement (for purposes of this section, the “acknowledging party”
6 and each Party to this Agreement other than the acknowledging party, an “other party”)
7 acknowledges and agrees that (1) no provision of this Agreement, and no written communication
8 or disclosure between or among the Parties or their attorneys and other advisers, is or was
9 intended to be, nor shall any such communication or disclosure constitute or be construed or be
10 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230
11 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
12 her, or its own, independent legal and tax counsel for advice (including tax advice) in connection
13 with this Agreement, (b) has not entered into this Agreement based upon the recommendation of
14 any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon
15 any communication or disclosure by any attorney or adviser to any other party to avoid any tax
16 penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any
17 other party has imposed any limitation that protects the confidentiality of any such attorney’s or
18 adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure
19 by the acknowledging party of the tax treatment or tax structure of any transaction, including any
20 transaction contemplated by this Agreement.

21 **5. Preliminary Approval of Settlement.**

22 Plaintiff will move the Court to grant preliminary approval of this Settlement, certifying
23 the Settlement Class for settlement purposes only and setting a date for a final approval hearing.
24 All Parties agree to work diligently and cooperatively to have this Settlement presented to the
25 Court for preliminary approval. The proposed preliminary approval order shall provide for the
26 Notice of Class Action Settlement to be sent to Settlement Class members as specified herein.

27 ///

1 **6. Settlement Administrator.**

2 Upon the Court signing the order granting preliminary approval of this Agreement,
3 Defendant shall provide the Settlement Administrator with the Class Information for purposes of
4 mailing the Notice of Class Action Settlement to the Settlement Class members within fifteen
5 (15) days. No later than three (3) days after receipt of the Class Information, the Settlement
6 Administrator shall notify counsel for the Parties that the list has been received and state the
7 number of Settlement Class members.

8 **7. Notice by First Class U.S. Mail.**

9 Upon receipt of the Class Information, the Settlement Administrator will perform a
10 search based on the National Change of Address Database to update and correct any known or
11 identifiable address changes. Within fifteen (15) days of receipt of the Class Data, the
12 Settlement Administrator shall mail copies of the Notice of Class Action Settlement to all
13 Settlement Class Members and PAGA Class Members via regular First-Class U.S. Mail. The
14 Settlement Administrator shall exercise its best judgment to determine the current mailing
15 address for each Settlement Class and PAGA Class Member, including performing a skip-trace
16 to identify any updated addresses. The address identified by the Settlement Administrator as the
17 current mailing address shall be presumed to be the best mailing address for each Settlement
18 Class and PAGA Class Member.

19 **8. Undeliverable Notices.**

20 Any Notice of Class Action Settlement returned to the Settlement Administrator as
21 undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding
22 address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall
23 promptly attempt to determine a correct address by use of skip-tracing, or other search using the
24 name, address and/or social security number of the Settlement Class or PAGA Class Member
25 whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten
26 (10) days of receiving notice that a notice was undeliverable. Settlement Class or PAGA Class
27 Members who receive a re- mailed Notice of Class Action Settlement shall have their Response
28

Deadline extended twenty (20) days from the original Response Deadline.

9. Disputes Regarding Individual Settlement Payments.

Settlement Class and PAGA Class Members will have the opportunity, should they disagree with Defendant's records regarding the dates of employment stated on their Notice of Class Action Settlement, to provide documentation and/or an explanation to show contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class and PAGA Class Members and the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

10. Disputes Regarding Administration of Settlement.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

11. Exclusions.

The Notice of Class Action Settlement shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a written Request for Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the name, address, and telephone number of the Settlement Class Member requesting exclusion; (2) must contain a statement expressing that the Settlement Class Member elects to be excluded from the Settlement; (3) must be signed by the Settlement Class Member; and (4) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax number. The Request for Exclusion will be deemed invalid if it does not

1 contain a Settlement Class Member's name, address, telephone number, and signature. The date
2 of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall
3 be the exclusive means used to determine whether a Request for Exclusion has been timely
4 submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class
5 will not be entitled to any recovery under the Settlement and will not be bound by the terms of
6 the Settlement or have any right to object, appeal, or comment thereon. Settlement Class
7 members who fail to submit a valid and timely Request for Exclusion on or before the Response
8 Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this
9 Lawsuit if the Settlement is approved by the Court. No later than seven (7) calendar days after
10 the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a
11 complete list of all members of the Settlement Class who have timely submitted a Request for
12 Exclusion.

13 **12. Objections.**

14 The Notice of Class Action Settlement shall state that Settlement Class members who
15 wish to object to the Settlement may do so in person at the Final Approval Hearing and/or in
16 writing. Any written objection ("Notice of Objection") must be mailed to the Settlement
17 Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed
18 the exclusive means for determining that a Notice of Objection was timely received. The Notice
19 of Objection must be signed by the Settlement Class Member and state: (1) the full name of the
20 Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the
21 basis for the objection; and (4) if the Settlement Class Member intends to appear at the final
22 approval hearing. Class Counsel will ensure that any Notice of Objection received by the
23 Settlement Administrator by the Response Deadline are filed with the Court along with the
24 Motion for Final Approval. Either of the Parties may file a responsive document to any objection
25 before the Final Approval Hearing. Any attorney who will represent an individual objecting to
26 this Settlement who has not filed a written objection must file a notice of appearance with the
27 Court and serve Class Counsel and counsel for Defendant no later than the Response Period
28

1 Deadline. Class Counsel shall not represent any Settlement Class members with respect to any
2 such objections. Any Class Member who fails to submit a timely written objection or to present
3 an objection in person at the Final Approval Hearing shall be deemed to have waived any
4 objections and shall be foreclosed from making any objection to the Settlement whether by
5 appeal or otherwise.

6 **13. No Solicitation of Settlement Objections or Exclusions.**

7 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no
8 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement
9 Class members to submit either written objections to the Settlement or requests for exclusion
10 from the Settlement, or to appeal from the Court's Final Judgment.

11 **14. Funding and Allocation of Gross Settlement Amount.**

12 No later than fifteen (15) days after the Effective Date, Defendant shall provide the Gross
13 Settlement Amount to the Settlement Administrator to fund the Settlement, as set forth in this
14 Agreement. Defendant will not be obligated to make any payments contemplated by this
15 Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and
16 after the Effective Date of the Agreement.

17 ///

1 **15. Net Settlement Amount.**

2 The Net Settlement Amount will be determined by the Settlement Administrator by
3 subtracting the Class Counsel Award, Class Representative Enhancement Payment, PAGA
4 Payment, and Settlement Administrator Costs from the Gross Settlement Amount. The
5 anticipated Net Settlement Amount is \$228,833.33. The Parties estimate the amount of the Net
6 Settlement Amount as follows:

7	Gross Settlement Amount:	\$	425,000.00
8	Class Representative Enhancement	\$	5,000.00
9	Payment:		
10	Class Counsel Fees:	\$	141,666.67
11	Class Counsel Costs:	\$	12,000.00
12	PAGA Payment	\$	30,000.00
13			
14			<i>(\$22,500.00 to the</i>
15			<i>LWDA and \$7,500.00 ("Net</i>
16			<i>PAGA Settlement Amount")</i>
17			<i>to be disbursed to the PAGA</i>
18			<i>Class Members calculated by</i>
19			<i>the Payment Ratio)</i>
20	Settlement Administrator Costs:	\$	15,000.00
21	Net Settlement Amount	\$	228,833.33

22 This is a non-reversionary Settlement in which Defendant is required to pay the entire
23 Gross Settlement Amount, which includes, the Class Counsel Award, Class Representative
24 Enhancement Payment, Individual Settlement Payments, PAGA Payment, and Settlement
25 Administrator Costs. No portion of the Gross Settlement Amount will revert to Defendant.
26 Defendant's share of payroll taxes and other required withholdings from Individual Settlement
27 Payments, including but not limited to Defendant's FICA and FUTA contributions, shall be paid
28 separately from, and in addition to, the Gross Settlement Amount.

1 **16. Individual Settlement Payments.**

2 Individual Settlement Payments, except for PAGA Individual Settlement Payments, will
3 be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set

1 forth herein. PAGA Individual Settlement Payments shall be made from the calculated Net
2 PAGA Settlement Amount, or \$7,500.00. Individual Settlement Payments shall be mailed by
3 regular First-Class U.S. Mail to each Participating Class or PAGA Member's last known mailing
4 address within seven calendar days after Defendant makes the final settlement payment. All
5 Individual Settlement Payments will be allocated as follows: twenty percent (20%) as wages, 40
6 percent (40%) as interest, and forty percent (40%) as statutory penalties.

7 **17. Class Member's Payment Ratio.**

8 Participating Class Members and PAGA Class Members will be paid on a pro-rata basis.
9 A Participating Class Member's Individual Settlement Payment will be based on the number of
10 Compensable Workweeks during which s/he worked in proportion to the aggregate number of
11 workweeks worked by all Settlement Class members. PAGA Class Member's Individual
12 Settlement Payment will be based on the number of Compensable Pay Periods during which s/he
13 worked in proportion to the aggregate number of Pay Periods worked by all PAGA Class
14 members during the PAGA Covered Period.

15 **18. Payment to Class Member.**

16 Checks shall be made payable to each Participating Class Member for payment of each
17 Participating Class Member's Individual Settlement Payment as set forth in paragraph 16 of this
18 Agreement.

19 **19. Form of Payment to Class Member.**

20 The Individual Settlement Payment amount due to each Participating Class Member shall
21 be paid in the form of a check to each Participating Class Member.

22 **20. Unclaimed Settlement Payment(s).**

23 After one hundred and sixty (160) days of the mailing of the Individual Settlement
24 Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement
25 Payment checks will be transmitted to the State of California Office of the Controller Unclaimed
26 Property Fund in the name of the Participating Class Member who did not cash his/her
27 Settlement check. The Parties agree to coordinate their efforts to seek Court approval for such an
28 escheatment process of uncashed funds. If, for some reason, the Court does not approve the
escheatment of uncashed funds, the Parties agree to proceed pursuant to California Code of Civil
Procedure section 384, distribute uncashed funds as described therein, and agree upon the non-

1 profit Bet Tzedek Legal Services as the cy pres designee pursuant to Code of Civil Procedure
2 section 384(b)(3)(C).

3 **21. Class Representative Enhancement Payment.**

4 Plaintiff will request that the Court approve a Class Representative Enhancement
5 Payment of up to \$5,000.00. Subject to Court approval, in exchange for the release of all
6 Released Claims and for their time and effort in bringing and prosecuting this matter, Plaintiff
7 shall be paid a Class Representative Enhancement Payment of up to \$5,000.00. The Class
8 Representative Enhancement Payment shall be paid to Plaintiff from the Gross Settlement
9 Amount within ten (10) calendar days after Defendant makes the final settlement payment. The
10 Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff for her respective
11 Class Representative Enhancement Payment. Plaintiff shall be solely and legally responsible to
12 pay any and all applicable taxes on her Class Representative Enhancement Payment and shall
13 hold harmless Defendant and Class Counsel from any claim or liability for taxes, penalties, or
14 interest arising as a result of the Class Representative Enhancement Payment. The Class
15 Representative Enhancement Payment shall be in addition to the Plaintiff's Individual Settlement
16 Payment as a Settlement Class Member. Any amount requested by Plaintiff for the Class
17 Representative Enhancement Payment and not granted by the Court shall return to the Net
18 Settlement Amount and be distributed to Participating Class Members as provided in this
19 Agreement.

20 **22. Class Counsel Award.**

21 Class Counsel will request that the Court approve attorneys' fees in the amount of up to
22 thirty-three and one-third percent (33.33%) (\$141,666.67) of the Gross Settlement Amount
23 (\$141,666.67). Class Counsel will request that the Court approve the reimbursement of any
24 litigation costs or expenses associated with Class Counsel's prosecution of this matter from the
25 Gross Settlement Amount not to exceed \$12,000.00. So long as there are no objections, Class
26 Counsel shall be paid any Court-approved fees and costs no later than ten (10) calendar days
27 after Defendant makes the final settlement payment. Class Counsel shall be solely and legally
28 responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The
Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the
payments made pursuant to this paragraph. This Settlement is not contingent upon the Court

1 awarding Class Counsel any particular amount in attorneys' fees and costs. Any amount
2 requested by Class Counsel for the Class Counsel Award and not granted by the Court shall
3 return to the Net Settlement Amount and be distributed to Participating Class Members as
4 provided in this Agreement.

5 **23. Settlement Administrator Costs.**

6 The Parties agree to allocate up to \$15,000.00 of the Gross Settlement Amount for
7 Settlement Administrator Costs. The Settlement Administrator shall have the authority and
8 obligation to make payments, credits and disbursements to Settlement Class and PAGA Class
9 members in the manner set forth herein, calculated in accordance with the methodology set out in
10 this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement
11 administration process and to make all reasonable efforts to control and minimize the cost and
12 expenses incurred in administration of the Settlement.

13 **24. Responsibilities of the Settlement Administrator.**

14 The Settlement Administrator shall be responsible for the following: processing and
15 mailing payments to Plaintiff, Class Counsel, PAGA Class Members, and Participating Class
16 Members; printing, and mailing the Notice of Class Action Settlement and tax forms to the
17 PAGA Class Members and Participating Class Members as directed by the Court; receiving and
18 reporting the requests for exclusion and objections submitted by Settlement Class members;
19 providing declaration(s) as necessary in support of preliminary and/or final approval of this
20 Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement
21 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised
22 of the performance of all Settlement Administrator responsibilities.

23 **25. Settlement Administrator Fees.**

24 The Settlement Administrator shall be paid the Settlement Administrator Costs within ten
25 (10) calendar days after Defendant makes the final settlement payment.

26 **26. Payment to the LWDA.**

27 A total payment of \$30,000.00 from the Gross Settlement Amount will be allocated as the
28 PAGA Payment to be paid as penalties under the Labor Code Private Attorneys General Act of

2004, to the LWDA. Seventy-five percent (75%) of the PAGA Payment will be paid to the LWDA and the remaining twenty-five (25%) shall be distributed to the PAGA Class Members as described in Paragraph 17.

27. Final Approval Hearing and Entry of Final Judgment.

Upon expiration of the Response Deadline, with the Court's permission, a final approval hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Enhancement Payment; (iii) the total amount of Individual Settlement Payments; (iv) the Settlement Administrator Costs; and (v) PAGA Payment.

28. Final Approval Order.

Plaintiff will request, and Defendant will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order in the form attached hereto as Exhibit B. Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement.

29. Nullification of Settlement Agreement.

In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgement as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. To the extent the total number of opt outs exceed 10%, Defendant has the option to nullify this settlement within ten (10) court days of the last day of the response period via a written notice to Plaintiff's counsel. If one or more of such events occur causing the Settlement Agreement to become null and void, the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by the party terminating the Settlement or Defendant will be solely responsible for the costs incurred for the settlement

1 administration should it exercise its' option to nullify this agreement. The return of any paid
2 Settlement funds to Defendant shall occur no later than five (5) business days after one or more
3 of the triggering events leading to nullification occurs. In the event an appeal is filed from the
4 Court's Final Judgment, or any other appellate review is sought, administration of the Settlement
5 shall be stayed pending final resolution of the appeal or other appellate review, but any fees
6 incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from
7 the Court's Final Judgment, or any other appellate review, shall be paid to the Settlement
8 Administrator by Defendant within thirty (30) days of said notification.

9 **30. Increase in Class Members.**

10 It was represented to Class Counsel that the Settlement Class is estimated to be 194
11 people. Upon receipt of the Class Data, the Settlement Administrator shall confirm to Plaintiff
12 that the Class Data is consistent with these representations. To the extent the number of
13 Settlement Class members increases beyond 194 by more than 5%, Defendant shall have the
14 option to increase the Gross Settlement Amount by a proportionate amount. For example, if the
15 number of Settlement Class members increases by 7%, Defendant shall increase the Gross
16 Settlement Amount by 7%. If the increase causes an increase of the cost of Settlement
17 Administration beyond the amount that has been approved by the Court, Defendant shall
18 separately bear the increased cost of Settlement Administration outside of the Gross Settlement
19 Amount. If Defendant fails to increase the Gross Settlement Amount proportionately or remit
20 payment of the increased cost of Settlement Administration, Plaintiff shall have the right to
21 terminate this Agreement and the Parties will be restored to their positions prior to the Settlement
22 and the Settlement shall be null and void.

23 **31. No Effect on Employee Benefits.**

24 Amounts paid to Plaintiff or other Settlement Class members pursuant to this Agreement
25 shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility
26 for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans,
27 etc.) of Plaintiff, PAGA Class Members or Settlement Class members.
28

1 **32. No Admission by Defendant.**

2 Defendant denies any and all claims alleged in this Lawsuit and deny all wrongdoing
3 whatsoever. This Agreement is not a concession or admission and shall not be used against
4 Defendant as an admission or indication with respect to any claim of any fault, concession, or
5 omission by Defendant.

6 **33. Exhibits and Headings.**

7 The terms of this Agreement include the terms set forth in any attached Exhibits, which
8 are incorporated by this reference as though fully set forth herein. Any Exhibits to this
9 Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or
10 sections of this Agreement are inserted for convenience of reference only and do not constitute a
11 part of this Agreement.

12 **34. Interim Stay of Proceedings.**

13 Upon full execution of this Agreement, the Parties agree that based upon Code of Civil
14 Procedure §583.310 (“the 5-year rule”), the Lawsuit shall be stayed in its entirety except for the
15 proceedings necessary to implement and complete the Settlement. If this agreement becomes
16 nullified pursuant to Paragraph 29 above, the stay will be terminated as of the date the agreement
17 becomes void.

18 **35. Amendment or Modification.**

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

21 **36. Entire Agreement.**

22 Apart from the fully executed Memorandum of Understanding, which the Parties
23 specifically agree to integrate herein, this Agreement and any attached Exhibits constitute the
24 entire Agreement among these Parties, and no oral or written representations, warranties, or
25 inducements have been made to any Party concerning this Agreement or its Exhibits other than
26 the representations, warranties, and covenants contained and memorialized in the Agreement and
27 its Exhibits. The Parties are entering into this Agreement based solely on the representations and
28

warranties herein and not based on any promises, representation, and/or warranties not found herein.

37. Authorization to Enter into Settlement Agreement.

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she does have not assigned any claim, or part of a claim, covered by this Settlement to a third- party.

38. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

39. California Law Governs.

All terms of this Agreement and the Exhibit hereto shall be governed by and interpreted according to the laws of the State of California.

40. Counterparts.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

41. Jurisdiction of the Court.

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain

jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith. All terms of this Agreement are subject to approval by the Court.

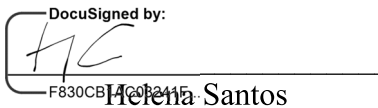
42. Invalidity of Any Provision.

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiff, on behalf of herself and the Settlement Class members, and Defendant has executed this Agreement as of the dates set forth below

IT IS SO AGREED:

Date: diciembre 14, 2022

By: 
 F830CB14C0B241F5
Helena Santos

Date: _____

By: _____
AIR CULINAIRE WORLDWIDE, LLC

Its: _____

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 Dated: 12/14/2022

KINGSLEY & KINGSLEY APC

4
5 By: _____

6 Eric B. Kingsley
7 Kelsey M. Szamet
8 Attorneys for Plaintiff Helen Santos and the
9 Proposed Class

10 Dated: _____

O'HAGAN MEYER

11
12 By: _____

13 Clint D. Robison
14 Angeli C. Aragon
15 Samantha L. Squillante
16 Attorneys for Defendant
17 Air Culinaire Worldwide, L

jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith. All terms of this Agreement are subject to approval by the Court.

42. Invalidity of Any Provision.

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiff, on behalf of herself and the Settlement Class members, and Defendant has executed this Agreement as of the dates set forth below

IT IS SO AGREED:

Date: _____

By: _____
Helena Santos

Date: 12/08/22

By: *Cliff Smith*
Cliff Smith (Dec 8, 2022 18:08 EST)
AIR CULINAIRE WORLDWIDE, LLC

Its: CEO

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 Dated: _____

KINGSLEY & KINGSLEY APC

4
5 By: _____

6 Eric B. Kingsley
7 Kelsey M. Szamet
8 Attorneys for Plaintiff Helen Santos and the
9 Proposed Class

10 Dated: 12/8/2022

O'HAGAN MEYER

11
12 By:  _____

13 Clint D. Robison
14 Angeli C. Aragon
15 Samantha L. Squillante
16 Attorneys for Defendant
17 Air Culinaire Worldwide, L

STLMT.AGREEMENT__amended_clean 11-30-23

Final Audit Report

2022-12-08

Created:	2022-12-08
By:	Armando Herrera (aherrera@ohaganmeyer.com)
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 Signer csmith@airculinaire.com entered name at signing as Cliff smith

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 Document e-signed by Cliff smith (csmith@airculinaire.com)

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EXHIBIT A

[CLASS MEMBER NAME]

HELEN SANTOS v. AIR CULINAIRE WORLDWIDE, LLC

**Superior Court of the State of California, County of Los Angeles
Case No.: 20STCV40648**

If you are a current or former employee for AIR CULINAIRE WORLDWIDE, LLC (“AIR CULINAIRE” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

- This lawsuit involves a class defined as “all persons who are employed or have been employed as an hourly employee by Defendant in the State of California during the Covered Period.”
- You are receiving this Notice because the records reflect that you may be one of the above Class Members.
- Plaintiff in this class action alleges that Defendant failed to pay all wages and/or overtime, failed to provide lawful meal and rest periods, failed to provide accurate itemized wage statements, failed to pay lawful wages upon termination or resignation, engaged in unfair business practices, and is liable for penalties under California’s Private Attorneys General Act or “PAGA.” AIR CULINAIRE denies Plaintiff’s claims and asserts that it has complied with all of its legal obligations to its employees.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or AIR CULINAIRE’s defenses.
- You will not be penalized or retaliated against by AIR CULINAIRE for participating in this class action settlement. If you are currently employed by AIR CULINAIRE, your employment will not be affected in any way. Current employees of AIR CULINAIRE who choose to participate in the settlement will not be required to resign and can continue to work for AIR CULINAIRE.
- You have several options available to you:

DO NOTHING	By doing nothing, you <u>will</u> receive a share of the settlement proceeds, and you will give up any rights to sue AIR CULINAIRE for claims pled or arising out of or reasonably related to the transactions and occurrences pled in the Complaint, which are or could be the basis of claims that Defendant failed to pay all wages
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	and/or overtime, failed to provide lawful meal and rest periods, failed to provide accurate itemized wage statements, failed to pay lawful wages upon termination or resignation, engaged unfair business practices, or is subject to PAGA penalties during the Covered Period.
ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from this lawsuit. Keep your rights to file a separate claim against AIR CULINAIRE. If you ask to be excluded, you <u>will not</u> receive a share of the settlement proceeds, but you keep any rights you may have to bring your own suit against AIR CULINAIRE for the same legal claims in this lawsuit.
OBJECT	Object to the terms of this Settlement.

**Your options are explained in this notice.
To opt out or object, you must act by XXXX.**

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of AIR CULINAIRE' employees. You have received this notice because AIR CULINAIRE's records indicate that you are a member of this class.

2. What is this lawsuit about?

This lawsuit was filed on October 23, 2020 on behalf of all persons who are employed or have been employed as an hourly employee by AIR CULINAIRE in the State of California. The operative complaint alleges class-wide causes of action against AIR CULINAIRE for failure to pay all wages and/or overtime under Labor Code §§ 510, 1194, 1194.2, and 1199, failure to provide lawful meal and rest periods under Labor Code §§ 226.7 and 512, failure to provide accurate itemized wage statements under Labor Code § 226(a), failure to pay lawful wages upon termination or resignation under Labor Code § 203, unfair business practices under Business & Professions Code § 17200 et seq., and penalties under the Labor Code Private Attorneys General Act, Labor Code § 2698 et seq.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Defendant's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiff and her attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the

uncertainty in the law governing some of the claims presented. Although Defendant disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be protracted and expensive, and would also divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is \$425,000.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$141,666.67
- Litigation Costs: \$12,000.00
- Claims Administration Costs: \$15,000.00
- Class Representative Enhancement Payment to Class Representative: \$5,000.00
- Penalties to the Labor & Workforce Development Agency: \$30,000.00

After these deductions, \$228,833.33 will be available for payment to the Settlement Class members receiving this notice ("Net Settlement Amount").

Each Participating Class Member's Individual Settlement Payments shall be determined on a pro rata basis based upon the number of workweeks during which the employee worked in proportion to the aggregate number of workweeks by all Settlement Class members.

All Individual Settlement Payments will be allocated as follows: 20% to settlement of wage claims, 40% to settlement of claims for interest, and 40% to settlement of claims for statutory penalties.

According to AIR CULINAIRE's records, the total number of pay periods that you worked as an employee *during the relevant time period* is _____. If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on these pay periods, your estimated settlement amount is _____.

Of the \$30,000 allocated as the PAGA Payment, \$7,500 will be distributed to PAGA Class Members. PAGA Class Members refers to all persons who are employed or have been employed as an hourly employee by Defendant in the State of California during the period from October 22, 2019 through November 24, 2021. According to AIR CULINAIRE's records, the total number of pay periods that you worked as an employee *during the relevant PAGA time period* is _____. If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on these pay periods, your estimated share of the PAGA amount is _____.

6. What if I disagree with the number of pay periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods, you will need to write a letter setting forth the number of pay periods that you believe are correct. You may attach any relevant documentation in support thereof. You must mail your letter to:

Settlement Administrator
c/o <<Name.of.Claims.Admin>>

You must submit such information by XXXX. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you wish to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will Release by doing nothing are: -[insert from settlement agreement].

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself (“opt out”) by completing, signing, and mailing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, <<Name.of.Claims.Admin>>, by XXXX.

Settlement Administrator
c/o <<Name.of.Claims.Admin>>
www.settlementwebsite.com

If your Request for Exclusion is postmarked after XXXX, it will be rejected, and you will be a Participating Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member and will not receive any payment as part of this settlement. Such persons will keep any rights to sue AIR CULINAIRE separately about the claims made in this lawsuit.

10. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator no later than XXXX.

Settlement Administrator
c/o <<Name.of.Claims.Admin>>
www.settlementwebsite.com

Any written objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; and (3) the basis for the objection.

Any class member may make an objection at the Final Approval Hearing with or without filing or serving any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Judge and serve Class Counsel and counsel for Defendant no later than the Response Deadline. The Final Approval and Fairness Hearing will be held in Dept. 10 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012 on _____, 2022, at XX (a.m./p.m.) (Pacific Time).

A Settlement Class Member may not both submit a Request for Exclusion and an Objection. If a Settlement Class Member submits both, the Settlement Administrator will contact the Settlement Class Member to determine the Settlement Class Member's intent.

If any Objection is ultimately overruled by the Court, the Settlement Class Member will be bound by the Release.

Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

Class Counsel:	Counsel for AIR CULINAIRE WORLDWIDE, LLC:
Kingsley & Kingsley, APC Eric B. Kingsley, Esq. Kelsey M. Szamet, Esq. 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300	O'Hagan Meyer Clint D. Robison, Esq. Samantha L. Squillante, Esq. 21550 Oxnard Street, Suite 1050 Woodland Hills, CA, 91367 Telephone: (213) 306-1610

11. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 10 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012 on _____, 2022, at XX (a.m./p.m.) (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's Enhancement Payments, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also visit www.settlementwebsite.com, telephone the Settlement Administrator, <<Name.of.Claims.Admin>> (listed above), or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or AIR CULINAIRE's counsel for information regarding this settlement.

EXHIBIT B

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Attorneys for Defendant

Air Culinaire Worldwide, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HELEN SANTOS an individual, on behalf of
herself and others similarly situated

PLAINTIFF,

v.

AIR CULINAIRE WORLDWIDE, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV40648

[Case Assigned for All Purposes to Hon.
William F. Highberger in Dept. 10]

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

Date: XX

Time: XX

Dept.: 10

Complaint Filed: October 23, 2020

Trial Date: None Set

1 The Motion for Preliminary Approval of the Joint Stipulation of Class Action Settlement
2 and Release of Claims ("Settlement Agreement"), a copy of which is attached to Plaintiff's Motion
3 for Preliminary Approval of Class Action Settlement as Exhibit "1", came before this Court on
4 XXXX. The Court, having considered the papers submitted in support of the motion of the parties,
5 **HEREBY ORDERS THE FOLLOWING:**

6 1. The Court grants preliminary approval of the Settlement Agreement and the
7 Settlement Class based upon the terms set forth in the Settlement Agreement filed herewith. The
8 Settlement is fair, adequate, and reasonable to the Class. The Court finds that: (a) the Agreement
9 resulted from extensive arm's length negotiations; and (b) the Agreement is sufficient to warrant
10 notice of the Settlement to persons in the Settlement Class and a full hearing on the final approval
11 of the Settlement.

12 2. Settlement "Class Member(s)" means all persons who are employed or have been
13 employed as an hourly employee by Defendant in the State of California during the Covered
14 Period.

15 3. The Settlement falls within the range of reasonableness and appears to be
16 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
17 and final approval by this Court.

18 4. The Court makes the following preliminary findings for settlement purposes
19 only:

- 20 A. The Settlement Class, which consists of approximately 194 persons, is so
21 numerous that joinder of all members is impracticable;
22 B. There appear to be questions of law or fact common to the Settlement
23 Class for purposes of determining whether this Settlement should be
24 approved;
25 C. Plaintiff's claims appear to be typical of the claims being resolved through
26 the proposed settlement;
27 D. Plaintiff appears to be capable of fairly and adequately protecting the
28 interests of the Settlement Class Members in connection with the proposed
settlement;
E. Common questions of law and fact appear to predominate over questions
affecting only individual persons in the Settlement Class. Accordingly,
the Settlement Class appears to be sufficiently cohesive to warrant
settlement by representation; and

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

5. The Court approves, as to form and content, the Notice to Class Members in substantially the form attached to the Settlement Agreement as Exhibit 1 (Class Notice).

6. The Court approves the procedure for Class Members to object to the Settlement as set forth in the Class Notice to Class Members.

7. The Court approves the procedure for Class Members to become Participating Settlement Class Members as set forth in the Class Notice to Class Members.

8. The Court directs the mailing of the Notice to Class Members by first class mail to the Class Members in accordance with the Implementation Schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

9. The Court confirms Eric B. Kingsley and Kelsey M. Szamet of Kingsley & Kingsley, APC as Class Counsel.

10. The Court confirms Helen Santos as the Class Representative.

11. The Court approves <<Name.of.Claims.Admin>> as the Settlement Administrator.

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

13. The Court orders the following Implementation Schedule for further proceedings:

a.	Preliminary Approval	XXXX
b.	Deadline for Defendant to Provide Class Data to Settlement Administrator	15 business days from Preliminary Approval
c.	Mail Notice to Class Members	15 calendar days from Settlement Administrator's receipt of Class Data

d.	Deadline for Class Members to Postmark Any Exclusion	60 calendar days from mailing of Notice Packet (judged by postmark date)
e.	Deadline for Class Members to Postmark Any Objection	60 calendar days from mailing of Notice Packet (judged by postmark date)
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	To be determined by the Court
h.	Final Approval Hearing	To be determined by the Court

15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

16. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement are hereby stayed.

17. The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing from time to time without further notice to members of the Settlement Class.

DATED: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT “C”

KINGSLEY & KINGSLEY, APC
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Tel: (213) 306-1610, Fax: (213) 306-1615

Attorneys for Defendant
Air Culinaire Worldwide, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HELEN SANTOS, an individual, on behalf of
the State of California, as a private attorney
general,

PLAINTIFF,

v.

AIR CULINAIRE WORLDWIDE, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV40648

[Case Assigned for All Purposes to Hon.
William F. Highberger in Dept. 10]

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

Date: XX
Time: XX
Dept.: 10

Complaint Filed: October 23, 2020
Trial Date: None Set

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

The above captioned Action is a class action lawsuit brought by Plaintiff HELEN SANTOS (“Plaintiff”) against Defendant AIR CULINAIRE WORLDWIDE, LLC (“Defendant”). The Motion for Final Approval of Class Action Settlement came before this Court on XXXX.

WHEREAS, Judge William F. Highberger granted preliminary approval of the Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement Agreement”), attached to the concurrently filed Declaration of Kelsey M. Szamet as Exhibit “1”, on XX.

WHEREAS, Plaintiff HELEN SANTOS has applied to the Court for an order granting final approval of the Settlement Agreement.

WHEREAS, the Settlement Agreement sets forth the terms and conditions of the proposed Settlement and for entry of an order of final approval and entry of final judgment thereon. The Court having read and considered Plaintiff’s Motion for Final Approval of Class Action Settlement; Motion for Approval of Approval of Attorneys’ Fees and Costs; the Declarations of Kelsey M. Szamet, Helen Santos, and [Name of Declarant] of <<Name.of.Claims.Admin>>; and the supporting documents annexed thereto, now finds:

NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:

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

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

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

4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class Members, except those timely and properly filed Requests for Exclusions, as well as their heirs, executors, and administrators, successors, and assigns.

5. There are XX (XX) valid requests for exclusion and XX objections.

6. It is ordered that the Settlement Class is certified for settlement purposes only. The Court finds that an ascertainable class exists and a well-defined community of interest exists in the questions of law and fact involved because in the context of the Settlement: (i) there are questions of law and fact common to the Class Members which, as to the Settlement and all related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the Class members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest of the Class Members.

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

8. The Settlement Class is hereby made final. The Settlement Class is defined as: "all persons who are employed or have been employed as an hourly employee by Defendant in the State of California during the Covered Period."

9. The "Covered Period" or "Release Period" is October 23, 2016 through November 24, 2021.

10. The Settlement Agreement is not an admission by Defendant, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

11. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and

each Settlement Class Member shall fully release and discharge the Released Parties pursuant to the following release, which provides:

any and all claims, debts, liabilities, demands, obligations, penalties, PAGA penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have arisen out of the same facts alleged in the Action, including: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7; (4) Failure to Provide Accurate Itemized Wage Statements Pursuant to Labor Code § 226(a); (5) Waiting Time Penalties Pursuant to Labor Code § 203; and (6) Violation of Business & Professions Code § 17200.

12. Plaintiff and all Settlement Class Members who have not been timely and properly excluded from the Settlement Class, and any person acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the Released Claims;

13. The Settlement Agreement provides that the Gross Settlement Amount is four hundred twenty-five thousand dollars and zero cents (\$425,000.00). The Net Settlement Amount shall be determined according to the terms of the Settlement Agreement.

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

15. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the settlement. The Court hereby confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

16. The Court hereby finds the unopposed application of Class Counsel for a costs and

attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$141,666.67 shall be paid for attorney fees and \$12,000.00 shall be paid for litigation costs.

17. The unopposed application of Class Counsel for an Enhancement Payment is hereby granted. Of the Gross Settlement Amount, a \$5,000.00 Enhancement Payment shall be allocated to named Plaintiff Helen Santos.

18. The unopposed application of Class Counsel for claims administration fees to <<Name.of.Claims.Admin>> is hereby granted. Of the Gross Settlement Amount, \$15,000.00 shall be paid for settlement administration fees.

19. The Court approves the PAGA Penalties in the amount of \$30,000.00. The Court approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$22,500.00. The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$7,500.00 shall be allocated to the Participating Settlement Class Member.

20. If a Settlement Class Member does not cash his or her settlement check within 160 days, the uncashed funds shall be transmitted by the Settlement Administrator to the non-profit Bet Tzedek pursuant to Cal. Code Civ. Proc. section 384(b)(3)(C). The Court finds there is a strong nexus between the mission of Bet Tzedek and the interests of the Settlement Class members.

21. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Settlement Agreement.

22. The Parties are authorized, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Settlement Class Members under the Stipulation.

23. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the administration and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain

continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented by motion to the Court; provided however, that nothing in this part shall restrict the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Settlement Agreement.

24. This Final Order shall constitute a final judgment.

25. The Court hereby dismisses the action (including all individual claims and Released Claims presented thereby) with prejudice, without fees or costs to any party except as provided in the Settlement Agreement.

DATED: _____

JUDGE OF THE SUPERIOR COURT

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	2007 NLJ Billing Survey										
3	Fiscal Year - 2007										
4	Billing Source-National Law Journal 12/11/2007										
5	Copyright © 2007, ALM Properties, Inc., All Rights Reserved										
6											
7	Adams and Reese	\$500	\$225	\$255	\$165	\$198	\$305	\$278	\$197	\$300	\$275
8	Andrews Kurth	\$795	\$400	\$460	\$210						
9	Arent Fox	\$675	\$395	\$440	\$240						
10	Armstrong Teasdale	\$450	\$295	\$295	\$165						
11	Baker, Donelson, Bearman, Caldwell & Berkowitz	\$525	\$230	\$315	\$160	\$205	\$325	\$280	\$200	\$320	\$270
12	Barnes & Thornburg	\$485	\$265	\$295	\$180	\$225	\$350	\$302	\$220	\$355	\$310
13	Bass, Berry & Sims PLC	\$575	\$300	\$285	\$180						
14	Best Best & Krieger	\$495	\$290	\$350	\$160	\$203	\$275	\$212	\$235	\$390	\$265
15	Bond, Schoeneck & King	\$435	\$200	\$250	\$140	\$179	\$294	\$253	\$175	\$295	\$300
16	Bradley Arant Rose & White	\$520	\$240	\$280	\$180	\$211	\$335	\$258	\$205	\$330	\$260
17	Briggs and Morgan	\$500	\$250	\$325	\$195	\$233	\$391	\$344	\$230	\$395	\$350
18	Brinks Hofer Gilson & Lione	\$650	\$300	\$410	\$180	\$273	\$479	\$365	\$250	\$485	\$350
19	Broad and Cassel	\$450	\$250	\$310	\$165	\$232	\$361	\$294	\$225	\$360	\$275
20	Brownstein Hyatt Farber Schreck	\$675	\$260	\$270	\$170	\$219	\$373	\$308	\$218	\$390	\$325
21	Bryan Cave	\$695	\$320	\$495	\$165	\$295	\$493	\$394	\$295	\$490	\$375
22	Buchanan Ingersoll & Rooney	\$750	\$320	\$460	\$150						
23	Bullivant Houser Bailey	\$500	\$225	\$350	\$150	\$240	\$285	\$260	\$220	\$275	\$250
24	Burr & Forman	\$470	\$250	\$305	\$175	\$235	\$340				
25	Butzel Long	\$575	\$210	\$350	\$155						
26	Carlton Fields	\$600	\$280	\$375	\$190	\$243	\$406	\$312	\$245	\$405	\$300
27	Cooley Godward Kronish	\$875	\$470	\$555	\$250						
28	Covington & Burling	\$800	\$510	\$525	\$240						
29	Cozen O'Connor	\$750	\$230	\$530	\$155	\$283	\$420	\$350	\$280	\$425	\$340
30	Curtis, Mallet-Prevost, Colt & Mosle	\$735	\$635	\$560	\$280	\$361	\$666	\$396	\$360	\$685	\$480
31	Davis Wright Tremaine	\$695	\$300	\$390	\$170	\$257	\$430	\$375	\$250	\$423	\$375
32	Day Pitney	\$650	\$350	\$525	\$210	\$306	\$472	\$374	\$310	\$465	\$375
33	Dickinson Wright	\$530	\$260	\$275	\$170						
34	Dickstein Shapiro Morin & Oshinsky	\$825	\$425	\$440	\$225	\$336	\$552	\$438	\$360	\$550	\$425
35	Dinsmore & Shohl	\$475	\$235	\$285	\$155	\$199	\$342	\$275	\$190	\$340	\$250
36	Dorsey & Whitney	\$750	\$220	\$470	\$145	\$274	\$463	\$375	\$260	\$463	\$365
37	Duane Morris	\$705	\$315	\$465	\$150	\$310	\$475	\$416	\$305	\$470	\$415
38	Dykema Gossett	\$625	\$245	\$390	\$185	\$272	\$403				
39	Edwards Angell Palmer & Dodge	\$700	\$350	\$450	\$170	\$293	\$515	\$407	\$280	\$513	\$400
40	Epstein Becker & Green	\$675	\$280	\$440	\$155	\$290	\$471	\$380	\$280	\$475	\$395
41	Fenwick & West	\$775	\$500	\$500	\$245	\$360	\$590	\$395	\$370	\$600	\$410
42	Foley & Lardner	\$855			\$185	\$387	\$550	\$476	\$375	\$550	\$475
43	Ford & Harrison	\$560	\$325	\$395	\$210						
44	Fowler White Boggs Banker	\$500	\$230	\$325	\$150	\$217	\$345	\$303	\$210	\$340	\$300
45	Fox Rothschild	\$595	\$240	\$440	\$190						

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

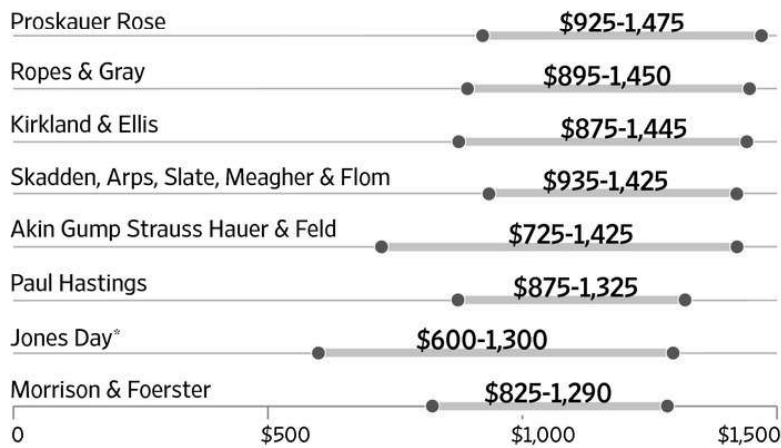
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
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)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}$ 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 $i_{\frac{1}{2}}$ 1-3"

EXHIBIT "5"

Air Culinaire Worldwide adv. Santos, M. Helen

Helen M. Santos • •

Historic Cost

		\$13,815.62
Court Cost		\$132.00
Created: 2/16/2023 at 12:38 PM		
Trialworks TaskCode costs	Description CAINV#279551 AC 2.16.23	
Date Incurred 2/16/2023	Docs  CAINV#279551 AC 2.16.23.pdf	
Payee Case Anywhere		

Filing Fee		\$60.74
Created: 12/28/2022 at 12:35 PM		
Trialworks TaskCode filing fee	Description OLINV#04609914 AC 12.16.22	
Date Incurred 12/16/2022	Docs  OLINV#04609914 AC 12.16.22.pdf	
Payee One Legal		

Filing Fee		\$17.19
Created: 12/28/2022 at 11:23 AM		

Trialworks TaskCode

filing fee

Date Incurred

12/15/2022

Payee

One Legal

Description

OLINV#04605845 AC 12.15.22

Docs OLINV#04605845 AC 12.15.22.pdf**Postage Cost****\$5.80***Created: 1/4/2023 at 6:35 AM***Trialworks TaskCode**

Postage Cost

Date Incurred

12/12/2022

Payee

DocuSign

Court Cost**\$120.00***Created: 11/10/2022 at 12:00 PM***Trialworks TaskCode**

costs

Date Incurred

11/10/2022

Payee

Case Anywhere

Description

CAINV#271000 AC paid 11.10.22

Docs CAINV#271000 AC paid 11.10.22.pdf**Court Cost****\$132.00***Created: 8/18/2022 at 10:07 AM*

Trialworks TaskCode

costs

Date Incurred

8/18/2022

Payee

Case Anywhere

Description

CAINV#262252 AC

Docs CAINV#262252 AC.pdf**Filing Fee****\$45.04***Created: 6/23/2022 at 1:45 PM***Trialworks TaskCode**

filing fee

Date Incurred

6/7/2022

Payee

One Legal

Description

OLINV#04129025 AC 6.7.22

Docs OLINV#04129025 AC 6.7.22.pdf**Filing Fee****\$24.40***Created: 6/8/2022 at 4:23 PM***Trialworks TaskCode**

filing fee

Date Incurred

6/7/2022

Payee

One Legal

Description

OLINV#04127572 AC 6.7.22

Docs OLINV#04127572 AC 6.7.22.pdf

Postage Cost

\$5.80*Created: 6/6/2022 at 1:08 PM***Trialworks TaskCode**

Postage Cost

Payee

DocuSign

Date Incurred

6/6/2022

Court Cost

\$150.00*Created: 5/12/2022 at 12:10 PM***Trialworks TaskCode**

costs

Description

CAINV#253827 AC 5.12.22

Date Incurred

5/12/2022

Docs CAINV#253827 AC 5.12.22.pdf**Payee**

Case Anywhere

Research Cost

\$1.59*Created: 7/11/2022 at 9:53 AM***Trialworks TaskCode**

costs

Payee

Thomson Reuters

Date Incurred

4/26/2022

Description

4/1/22-4/30/22

Filing Fee

\$49.93*Created: 4/21/2022 at 12:24 PM***Trialworks TaskCode**

filing fee

Date Incurred

4/18/2022

Payee

One Legal

Description

OLINV#04009402 AC 4.18.22

Docs OLINV#04009402 AC 4.18.22.pdf

Filing Fee

\$21.31*Created: 4/21/2022 at 12:13 PM***Trialworks TaskCode**

filing fee

Date Incurred

4/18/2022

Payee

One Legal

Description

OLINV#04006728 AC 4.18.22

Docs OLINV#04006728 AC 4.18.22.pdf

Filing Fee

\$67.43*Created: 4/21/2022 at 12:09 PM*

Trialworks TaskCode

filing fee

Date Incurred

4/15/2022

Payee

One Legal

Description

OLINV#04006023 AC 4.15.22

Docs OLINV#04006023 AC 4.15.22.pdf

Filing Fee

\$86.17*Created: 4/21/2022 at 11:51 AM***Trialworks TaskCode**

filing fee

Date Incurred

4/15/2022

Payee

One Legal

Description

OLINV#04003765 AC 4.15.22

Docs OLINV#04003765 AC 4.15.22.pdf

Filing Fee

\$52.76*Created: 4/6/2022 at 10:35 AM***Trialworks TaskCode**

filing fee

Date Incurred

4/4/2022

Payee

One Legal

Description

OLINV#03974113 AC 4.4.22

Docs OLINV#03974113 AC 4.4.22.pdf

Filing Fee

\$44.99*Created: 4/6/2022 at 10:03 AM***Trialworks TaskCode**

filing fee

Date Incurred

4/4/2022

Payee

One Legal

Description

OLINV#03973216 AC 4.4.22

Docs OLINV#03973216 AC 4.4.22.pdf

Filing Fee

\$41.95*Created: 4/6/2022 at 9:25 AM***Trialworks TaskCode**

filing fee

Date Incurred

3/28/2022

Payee

One Legal

Description

OLINV#03959735 AC 3.28.22

Docs OLINV#03959735 AC 3.28.22.pdf

Filing Fee

\$24.40*Created: 4/6/2022 at 9:17 AM*

Trialworks TaskCode

filing fee

Date Incurred

3/28/2022

Payee

One Legal

Description

OLINV#03957411 AC 3.28.22

Docs OLINV#03957411 AC 3.28.22.pdf**Postage Cost****\$5.80***Created: 3/7/2022 at 3:41 PM***Trialworks TaskCode**

Postage Cost

Date Incurred

3/7/2022

Payee

DocuSign

Court Cost**\$132.00***Created: 2/16/2022 at 10:14 AM***Trialworks TaskCode**

costs

Date Incurred

2/16/2022

Payee

Case Anywhere

Description

CAINV#245384 AC 2.16.22

Docs CAINV#245384 AC 2.16.22.pdf**Filing Fee****\$39.38***Created: 2/3/2022 at 1:29 PM*

Trialworks TaskCode filing fee	Description OLINV#03796705 AC 1.19.22
Date Incurred 1/19/2022	Docs  OLINV#03796705 AC 1.19.22.pdf
Payee One Legal	

Filing Fee		\$20.80
<i>Created: 2/3/2022 at 12:50 PM</i>		
Trialworks TaskCode filing fee	Description OLINV#03792451 AC 1.18.22	
Date Incurred 1/18/2022	Docs  OLINV#03792451 AC 1.18.22.pdf	
Payee One Legal		

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Trialworks TaskCode

filing fee

Date Incurred

1/18/2022

Payee

One Legal

Description

OLINV#03792451 AC 1.18.22

Docs OLINV#03792451 AC 1.18.22.pdf**Court Cost****\$132.00***Created: 11/17/2021 at 1:05 PM***Trialworks TaskCode**

Costs

Date Incurred

11/17/2021

Payee

Case Anywhere

Description

CAINV#237120 AC

Docs CAINV#237120 AC.pdf**Research Cost****\$2,685.00***Created: 10/29/2021 at 3:39 PM***Trialworks TaskCode**

Costs

Date Incurred

10/29/2021

Payee

Telswitch Inc.

DescriptionTelswitch INV#2110000551AirCulinaire paid
10.29.21**Docs** Telswitch INV#2110000551AirCulinaire paid
10.29.21.pdf

Postage Cost

\$5.80*Created: 11/12/2021 at 11:40 AM***Trialworks TaskCode**

Postage Cost

Payee

DocuSign

Date Incurred

10/27/2021

Filing Fee

\$130.11*Created: 11/3/2021 at 3:44 PM***Trialworks TaskCode**

Filing Fee

Description

OCINV#231708 AC 10.19.21

Date Incurred

10/19/2021

Docs OCVN#231708 AC 10.19.21.pdf**Payee**

OnCall

Court Cost

\$39.95*Created: 10/7/2021 at 3:37 PM***Trialworks TaskCode**

Costs

Description

OCINV#225886 AC 9.3.21

Date Incurred

9/3/2021

Docs OCVN#225886 AC 9.3.21.pdf**Payee**

OnCall

Filing Fee

\$171.23

Created: 9/23/2021 at 4:23 PM

Trialworks TaskCode

Filing Fee

Date Incurred

8/31/2021

Payee

OnCall

Description

OCINV#223508 AC 8.31.21

Docs

 OCVN#223508 AC 8.31.21.pdf

Court Cost

\$120.00

Created: 8/19/2021 at 2:46 PM

Trialworks TaskCode

Costs

Date Incurred

8/19/2021

Payee

Description

CAINV#228606 AC

Docs

 CAINV#228606 AC.pdf

Mediation Cost

\$7,000.00*Created: 6/2/2021 at 12:56 PM***Trialworks TaskCode**

Mediation Costs

Date Incurred

6/2/2021

Payee

Todd A. Smith, Mediator

DescriptionHelen Santos et al. v. Air Culinaire Worldwide LLC
INVOICE paid 6.2.21**Docs** Helen Santos et al. v. Air Culinaire Worldwide
LLC INVOICE paid 6.2.21.pdf

Court Cost

\$114.00*Created: 5/18/2021 at 11:53 AM***Trialworks TaskCode**

Costs

Date Incurred

5/18/2021

Payee

Case Anywhere

Description

CAINV#220170 Air Cul paid 5.18.21

Docs CAINV#220170 Air Cul paid 5.18.21.pdf

Filing Fee

\$80.95*Created: 3/9/2021 at 1:15 PM*

Trialworks TaskCode

On Call Filing

Date Incurred

3/3/2021

Payee

OnCall

Description

OCINV#197568 Air C 3.3.21

Docs OCVN#197568 Air C 3.3.21.pdf**Filing Fee****\$114.20***Created: 2/23/2021 at 1:15 PM***Trialworks TaskCode**

On Call Filing

Date Incurred

2/18/2021

Payee

OnCall

Description

OCINV#196410 Air Cul - paid 2.18.21

Docs OCVN#196410 Air Cul - paid 2.18.21.pdf**Filing Fee****\$140.95***Created: 2/9/2021 at 11:57 AM***Trialworks TaskCode**

On Call Filing

Date Incurred

1/20/2021

Payee

OnCall

Description

OCINV#191660 Air Culinaire 1.20.21

Docs OCVN#191660 Air Culinaire 1.20.21.pdf

Filing Fee

\$102.95*Created: 1/7/2021 at 3:35 PM***Trialworks TaskCode**

On Call Filing

Date Incurred

1/5/2021

Payee

OnCall

Description

OCINV#191261 Air C paid 1.5.21

Docs OCV#191261 Air C paid 1.5.21.pdf

Process Server Fee

\$106.10*Created: 11/17/2020 at 1:01 PM***Trialworks TaskCode**

On Call Filing

Date Incurred

11/17/2020

Payee

OnCall

Description

OCINV#184392 Air C 11.17.20

Filing Fee

\$1,500.95*Created: 11/12/2020 at 11:09 AM***Trialworks TaskCode**

On Call Filing

Date Incurred

11/5/2020

Payee

OnCall

Description

OCINV#183772 Air C 11.5.20

Filing Fee

\$75.00

Created: 10/23/2020 at 11:15 AM

Trialworks TaskCode

LWDA PAGA Filing fee

Date Incurred

10/23/2020

Payee

LWDA

Docs

 Thank you for submission of your PAGA Case.
receipt for payment 10.23.20.pdf

Trialworks TaskCode LWDA PAGA Filing fee Date Incurred 10/23/2020	Payee LWDA	Docs  Thank you for submission of your PAGA Case. receipt for payment 10.23.20.pdf
Postage Cost Created: 12/23/2020 at 1:04 PM		
Trialworks TaskCode December Postage		
Postage Cost Created: 10/23/2020 at 4:31 PM		
Trialworks TaskCode October Postage		

\$0.65

\$14.30

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 April 11, 2023, 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:

Clint D. Robison
Angeli C. Aragon
O'HAGAN MEYER
21550 Oxnard Street, Suite 1050
Woodland Hills, CA, 91367
Email(s): crobison@ohaganmeyer.com
aragon@ohaganmeyer.com

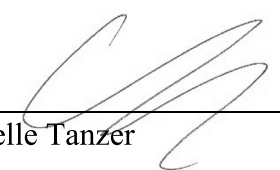
☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware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

☒ **BY ELECTRONIC 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.

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

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

Executed on April 11, 2023, at Encino, California.



Michelle Tanzer