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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

DANIEL STEPHENSON, an individual, on
behalf of himself and others similarly situated,

PLAINTIFF,

v.

BAKERSFIELD DODGE, INC.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. BCV-20-102693

[Case Assigned for All Purposes to Hon.
Thomas S. Clark in Dept. 17]

**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 Emil
Davtyan, DANIEL STEPHENSON and
Lluvia Islas of ILYM Group, Inc., Proposed
Order, and Judgment]*

Date: May 26, 2023
Time: 8:30 AM
Dept.: 17

Complaint Filed: November 18, 2020
FAC Filed: February 18, 2021
Trial Date: None Set

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1. I am an attorney licensed to practice before all of the courts of the State of California. I am partner in the law firm of Kingsley & Kingsley, APC and one of the attorneys of record for Plaintiff DANIEL STEPHENSON in the above-entitled action. I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

3. I graduated cum laude from the University of California, San Diego in 2004 with a degree in Human Development. I graduated from the University of California, Los Angeles School of Law in 2008. I am admitted to practice before the following Courts: United States Supreme Court; United States District Court, Northern, Eastern, Southern and Central of California; all California State Courts.

4. I have been involved in all of the settlement discussions leading to the present settlement as embodied in the Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached hereto as Exhibit “1”.

5. On November 18, 2020, Plaintiff filed a notice with California’s Labor and Workforce Development Agency (“LWDA”) regarding his intent to file an action seeking civil penalties under the Labor Code Private Attorney General Act of 2004, § 2699, et seq. (“PAGA”).

6. On November 18, 2020, Plaintiff DANIEL STEPHENSON filed a Class Action Complaint entitled *DANIEL STEPHENSON, an individual, on behalf of himself and others similarly situated v. BAKERSFIELD DODGE, INC.; and Does 1 thru 50, inclusive*, Case No. BCV-20-102693 in the Kern County Superior Court (“Action” or “Lawsuit”).

7. The Action alleges two claims: (1) failure to issue accurate itemized wage

1 statements in compliance with Labor Code §226(a); and (2) violations of Labor Code section 2699,
2 *et seq.* (“PAGA”).

3 8. On February 18, 2021, Plaintiff filed the First Amended Complaint (“FAC”),
4 adding his PAGA claim, after the pre-filing notice period had lapsed.

5 **THE DISCOVERY PROCESS**

6 9. Once the matter was at issue, the Parties began to engage in informal discovery and
7 direct settlement negotiations to understand the nature of the allegations and the scope of potential
8 liability.

9 10. Defendant provided Plaintiff’s counsel with pertinent class data and the number of
10 pay periods during the liability period.

11 11. Plaintiff learned that the number of putative class members was approximately 98
12 (including Plaintiff) and there was a maximum of 2,018 pay periods during the Covered Period
13 that are at issue.

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

19 13. Based on their own independent investigation and evaluation, Class Counsel is of
20 the opinion that the Settlement with Defendant is fair, reasonable, adequate, and in the best interest
21 of the class members in light of all known facts and circumstances, including the risk of significant
22 delay, defenses asserted by Defendant, uncertainties regarding a class and representative action
23 trial on the merits, and numerous potential appellate issues. Although Defendant denies any
24 liability, Defendant is agreeing to this Settlement solely to avoid the cost of litigation. 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. (*Ibid.*)

27 **PRELIMINARY APPROVAL**

28 14. On March 23, 2022, the Court issued an Order granting preliminary approving of

1 the Settlement Agreement including the Class Notice, ordering the Settlement Administrator to
2 send notice to the Settlement Class members, and setting a date for the Final Approval and Fairness
3 Hearing.

4 **SETTLEMENT**

5 15. For purposes of Settlement, the Class Members are defined as: “all persons who are
6 employed or have been employed as an hourly employee by BAKERSFIELD DODGE, INC., in
7 the State of California who worked one or more pay periods during the Class Period and who
8 received a paystub with an attached description of monies paid.”

9 16. The Covered Period is November 18, 2019 through March 25, 2021.

10 17. Based on documents and other information produced by Defendant, there are
11 approximately 98 Class Members and there is a maximum of 2,018 pay periods during the Covered
12 Period that are at issue.

13 18. As detailed fully in the Settlement Agreement the Settlement provides for
14 Defendant to pay a Gross Settlement Amount of \$54,330.19,¹ which includes the sum of the
15 Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel
16 Award, the PAGA Payment, and the Settlement Administration Costs.

17 19. The Net Settlement Amount is the Gross Settlement Amount, less Class Counsel
18 Award, Class Representative Enhancement, Class Counsel’s Fees, Class Counsel’s Costs, the
19 PAGA Payment, and 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
27 ¹ The Court granted Preliminary Approval of a Settlement of \$50,000, but the Gross
28 Settlement Amount was increased pursuant to the formula set forth in § III, ¶ 30 of the
Settlement Agreement (Ex.1). The Attorneys’ Fees and the Net Settlement Amount were
upwardly adjusted accordingly.

1 believe that this settlement represents a favorable resolution for the Settlement Class Members.

2 22. The settlement negotiations have been, at all times, adversarial and non-collusive,
3 and no self-dealing or other type of misconduct by either side has taken place.

4 23. Second, the Parties engaged in informal discovery that permitted Class Counsel to
5 fairly evaluate the strength of the case and the risks associated with ongoing litigation including
6 data and documents informally for purposes of settlement. This included the number of pay periods
7 at issue during the liability period.

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

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

12 26. Class Counsel is thus qualified to evaluate the class claims and viability of the
13 defenses. Class Counsel believes that the settlement is fair, reasonable, adequate, and in the best
14 interests of the class and that the average recovery for each Participating Settlement Class Member
15 of over \$200 is substantial, given the risks inherent in litigation and the defenses asserted.

16 **CLASS COUNSEL'S KULLAR ANALYSIS**

17 27. The proposed settlement satisfies each of these factors.

18 28. Class Counsel conducted informal discovery before entering into meaningful
19 settlement negotiations in this matter.

20 29. This informal discovery and settlement negotiations permitted Class Counsel to
21 fairly evaluate the strength of the case and the risks associated with ongoing litigation.

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

24 **The Risks Associated with the Wages Statement Claim**

25 31. The gravamen of Plaintiff's complaint is that Defendant violated this provision by
26 issuing itemized wage statements that fail to show the total hours worked by the employee, the
27 applicable hourly rates in effect during the pay period and the corresponding number of hours
28 worked at each hourly rate by the employee in violation of Labor Code §226(a)(2), (9).

1 32. Plaintiff takes the position that a review of the paystubs at issue reveals that
2 Defendant's itemized wage statements simply do not show the required information.

3 33. Through the informal exchange of information, Defendant has indicated that there
4 are 98 members in the Settlement Class and 2,018 pay periods at issue.

5 34. Given that, Plaintiff was confident that he could establish that Defendant violated
6 Labor Code § 226(a) on a class wide basis.

7 35. There were certainly risks to be weighed in reaching the present Settlement.

8 36. Defendant maintained that Plaintiff was required to show injury per the Labor Code
9 § 226(e)(1) and that Plaintiff could not articulate a cognizable injury here. ["An employee suffering
10 injury as a result of a knowing and intentional failure by an employer to comply with subdivision
11 (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay
12 period in which a violation occurs and one hundred dollars (\$100) per employee for each violation
13 in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000),
14 and is entitled to an award of costs and reasonable attorney's fees."]

15 37. Plaintiff maintains that pursuant to Labor Code § 226(e)(2)(B) injury is presumed
16 by virtue of an employer failing to provide a properly itemized wage statement. ["An employee is
17 deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate
18 and complete information as required by any one or more of items (1) to (9), inclusive, of
19 subdivision (a) and the employee cannot promptly and easily determine² from the wage statement
20 alone... information required to be provided".]

21 38. Plaintiff certainly anticipated that Defendant would argue Plaintiff could "promptly
22 and easily" determine the total hours Plaintiff worked, applicable hourly rates in effect during the
23 pay period and the total corresponding number of hours worked at each hourly rate by Plaintiff by
24 reviewing Plaintiff's paystubs and completing simple calculations based on the gross wages paid
25 from the face of the wage statement alone.

26
27 ² Lab. Code § 226(2)(C) provides: For purposes of this paragraph, "promptly and easily
28 determine" means a reasonable person would be able to readily ascertain the information without
reference to other documents or information.

1 39. Contrary to Defendant’s anticipated argument, Plaintiff maintains that Plaintiff
2 would have to look at documents outside the four corners of the wage statement and have to engage
3 in discovery and perform complex mathematical calculations to reconstruct time records in order
4 to determine if he was correctly paid for all hours worked at the appropriate rate of pay, thus having
5 suffered injury under Section 226.

6 40. Plaintiff perceived little risk that he would not be able to establish injury.

7 41. Most importantly from a risk analysis perspective, however, is Plaintiff’s ability to
8 show that any alleged Section 226(a) violation was “knowing and intentional.”

9 42. Defendant maintained that if a Court determined that there was any violation, it
10 would be only a technical violation of Labor Code § 226(a)(2) and (9) that did not merit the
11 imposition of penalties.

12 43. Plaintiff anticipated that at trial, Defendant would argue that any alleged violation
13 was the result of a clerical oversight and, accordingly, Plaintiff could not prove the violation was
14 “knowing and intentional.”

15 44. If Defendant could make a potentially persuasive argument that if Defendant did
16 not act knowingly or intentionally there would be no penalties available under Labor Code § 226(e)
17 to the Class Members.

18 45. While Class Counsel maintains that it could establish that the alleged violation was
19 “knowing and intentional,” nonetheless Class Counsel had to recognize that there was risk that a
20 trier of fact might ultimately be swayed by Defendant’s arguments.

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

22 46. For the purposes of a PAGA claim under Labor Code section 2699, Plaintiff
23 contends that it is immaterial whether Plaintiff and the aggrieved employees suffered an injury as
24 defined by Labor Code § 226(e).

25 47. Recent case law makes it quite clear that there is no question that, for a PAGA
26 claim, an employer’s failure to include the required information alone triggers liability and entitles
27 Plaintiff and other aggrieved employees to recover civil penalties.

28 48. Plaintiff discounted the PAGA claim for multiple reasons.

1 49. The aggrieved employees' PAGA claims are arguably derivative of all the
2 foregoing class claims.

3 50. More importantly, a court has discretion to award less than the maximum penalty.

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

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

9 **The Risk, Expense, Complexity, and Likely Duration of Further**
10 **Litigation**

11 53. There is significant expense associated with the class certification process, which
12 the Parties can avoid by entering into the contemplated settlement now.

13 54. If the Court did eventually certify a class, trial of a case involving approximately
14 98 Class Members would require the retention of expensive expert witnesses, the accrual of
15 extensive litigation costs, and a significant time overlay by the parties.

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

19 **The Risk of Maintaining Class Action Status Through Trial**

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

27 **The Amount Offered in Settlement**

28 57. It was very difficult for the Parties to reach this Settlement of \$54,330.19.

1 58. This Settlement is the result of adversarial, non-collusive, and arms-length
2 negotiations. The Parties arrived at it after extensive informal discovery and settlement
3 negotiations, careful evaluation of the law, risks, and all information substantiating the amount of
4 penalties reasonably likely to be awarded to the class were the trier of fact to find Defendant liable.

5 59. *Amaral* certainly is not directly on point as it is not discussing the penalty
6 provisions of Labor Code §226(e), but another Labor Code statute altogether. However, there is a
7 dearth of legal authority and Plaintiff's Counsel is not aware of any other case that sheds more
8 light on the issue than *Amaral*.

9 60. This language could be read as indicating that until a court (or possibly the Labor
10 Commissioner) informs an employer that it has violated the Labor Code, the employer can only
11 be assessed the "initial" violation rate.

12 61. On the other hand, it could be argued that the plain language speaks for itself and
13 "initial" means first and "subsequent" means any itemized wage statements issued thereafter.

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

16 63. As discussed above, a judge can award the statutory maximum of \$50 for the initial
17 violation and \$100 thereafter or – in theory – one cent per wage statement.

18 64. While there is a dearth of available authority, in Plaintiff's view it is not likely that
19 a Judge would award the maximum amount of penalties.

20 65. The "subsequent" amounts under Labor Code §226(e) and PAGA have recently
21 been called into question.

22 66. Defendant would certainly argue that it had not received formal "notice" and the
23 \$50 penalty was the maximum potential amount per pay period.

24 67. Defendant would certainly argue the same legal analysis applies to the "initial" and
25 "subsequent" amounts available under Labor Code §226(e).

26 68. As a result of this risk and the risks on the merits discussed above, Class Counsel
27 believes the Gross Settlement Amount of \$54,330.19 is fair and reasonable.

28 ///

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

2 69. As outlined above, Class Counsel conducted a thorough investigation into the facts
3 of the claims alleged. The agreement to settle did not occur until Class Counsel exchanged and
4 possessed sufficient information to make an informed judgement regarding the likelihood of
5 success on the merits and the results that could be obtained through further litigation.

6 **ATTORNEY COMPETENCE**

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

- 13 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
14 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
15 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- 16 b. *Daniel v. Network Management Corp.* (No. BC274004, L.A. Super. Ct.) In
17 September 2003, the court granted final approval of Settlement in the gross amount
18 of \$475,000 and the court approved the attorneys' fee request of 30%.
- 19 c. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In
20 December 2005, Honorable Rita Miller granted final approval of Settlement in the
21 gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- 22 d. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the
23 Honorable Conrad R. Aragon granted final approval of Settlement in the gross
24 amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- 25 e. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March
26 2008, the Honorable Mary Thornton House granted final approval of Settlement in
27 the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of
28 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%.

1 m. *Pineda, et al. v. Grimmway Enterprises, Inc.*, (No. BCV-15-101333, Kern Super.
2 Ct.) In January 2018, the Hon. Stephen D. Schuett granted final approval of
3 Settlement in the gross amount of \$9,000,000 with attorneys' fees request of
4 33.33%.

5 71. Kingsley & Kingsley, APC filed its first motion for class certification in the year
6 2000 and since that time has been appointed class counsel on dozens of wage and hour class actions
7 that have been approved for class certification. Since 2012, Kingsley & Kingsley, APC has moved
8 for class certification in 15 matters and has successfully obtained class certification in 15 of those
9 cases. A brief sampling of which includes:

10 a. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed
11 December 19, 2012) (court granted contested class certification and appointed
12 Kingsley & Kingsley class counsel).

13 b. *Amaro et al. v Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal.,
14 filed February 3, 2014) (court granted contested class certification and appointed
15 Kingsley & Kingsley co-class counsel).

16 c. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,
17 filed January 27, 2015) (court granted contested class certification and appointed
18 Kingsley & Kingsley class counsel).

19 d. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16C0214).
20 contested class certification granted in June 2020.

21 e. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court
22 (BCV-16-102833), contested class certification granted in 2018.

23 f. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544),
24 contested class certification granted in June 2020.

25 g. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876),
26 contested class certification granted in August 2020.

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

1 **The Prescence of a Governmental Participant**

2 73. There is no governmental participant in this action except arguably the LWDA.

3 **The Proposed Plan of Allocation is Fair and Reasonable**

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

6 **ATTORNEYS' FEE AWARD**

7 75. As detailed fully in the Settlement Agreement and set forth above, the Settlement
8 Agreement provides for Defendant to create a Gross Settlement Amount of \$54,330.19. From that
9 fund, Plaintiff requests an award of attorneys' fees in the amount of \$18,108.25, or 1/3 of the Gross
10 Settlement Amount created on behalf of Class Members.

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

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

1 considerable skill and expertise of my firm, for any amount significantly less than the contingency
2 fee percentage provided in this retainer agreement. Class Counsel has never been paid any money
3 for attorneys' fees in this case and has advanced all costs.

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

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

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

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

1 appeals:

- 2 n. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
3 pharmaceutical sales representatives are exempt employees affirmed);
- 4 o. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower
5 court ruling in employer's favor that certain employees can share in mandatory tip
6 pool affirmed);
- 7 p. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
8 ruling in employer's favor that certain employees can share in mandatory tip pool
9 affirmed);
- 10 q. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
11 employer's favor approving employer's commission pay plan affirmed) ;
- 12 r. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
13 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
14 employees affirmed);
- 15 s. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling
16 that pharmaceutical sales representatives are exempt employees affirmed);
- 17 t. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26,
18 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores*
19 *California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court
20 granted employer's motion to compel arbitration, Court of Appeal reversed, U.S.
21 Supreme Court affirmed lower court);
- 22 u. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.
23 Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L.
24 Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel
25 arbitration affirmed);
- 26 v. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb.
27 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration
28 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.

82. 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".

83. 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

84. Class Counsel's aggregate lodestar amounts to \$34,159.00 (without future hours)³, which represents 50.1 hours of attorney work on this litigation incurred from its inception through the filing of Plaintiff's Motion for Final Approval.

³ Though Class Counsel will certainly continue to spend time working on this matter for tasks such as preparing for and attending the final approval hearing, overseeing the administration process, and communicating with Settlement Class members, Plaintiff's Counsel are not requesting approval of future hours.

1 85. As such, Class Counsel is not asking for a multiplier and a common fund award
2 would actually result in a negative multiplier of 0.53.

3 86. The amount of time spent on this case (over 50.1 hours), which culminated in a
4 very favorable proposed Settlement for the Settlement Class Members, is reasonable given the
5 complexity and novelty of the issues involved, the vigorous defense, the length and intensity of
6 the litigation, and the exceptional results obtained.

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

9 88. The requested hourly rates in this case range from \$375.00 per hour to \$900.00.

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

12 90. The requested hourly rates in this case range from \$415.00 per hour to \$990.00.

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

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

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

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

24 95. My office billed for the following three attorneys for work performed on this case:
25 Eric Kingsley, Jessica Bulaon, and me.

26 96. I am a partner at Kingsley & Kingsley, APC. She received her Bachelor of Arts
27 degree, *cum laude*, from the University of California San Diego and received her law degree from
28 UCLA School of Law in 2008, where she was active in the Women's Law Journal and community-

1 based legal clinics. Ms. Szamet has been practicing since 2008 and is billed at \$715 per hour.

2 97. Jessica Bulaon is an Associate Attorney at Kingsley & Kingsley, APC. Ms. Bulaon
3 is a graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned
4 her J.D. from Southwestern Law School, where she was a member on the Law Review and the
5 Dean's List. While at Southwestern, she was awarded the Exceptional Achievement Award in
6 Employment Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also
7 clerked at a plaintiff-side employment law firm for 1.5 years until she was admitted to practice in
8 December of 2021. She is billed at \$415 per hour.

9 98. The qualifications of Co-Counsel Emil Davtyan of Davtyan Law Firm, Inc. are
10 discussed in the concurrently filed Declaration of Emil Davtyan.

11 99. Kingsley & Kingsley, APC and Davtyan Law Firm have entered into a written fee
12 sharing agreement that was also signed by the named Plaintiff.

13 100. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross*
14 *New Mark: \$1,500 an Hour* states that "a review of filings over the past three months in about two
15 dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an
16 hour, with top rates at several large law firms exceeding \$1,400." The article also explains that
17 "despite low inflation and weak demand for legal services, rates at large corporate law firms have
18 risen by 3% to 4% a year since the economic downturn." Finally, the article notes that "the average
19 highest rate paid for law-firm partners was \$875 an hour in 2015." This article is attached hereto
20 as Exhibit "3".

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

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

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

28 104. 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 me, is \$829, a reasonable rate for an attorney with 5 years or less of experience, such as Ms. Bulaon is \$455. A true and correct copy of the 2021-2022 Adjusted Laffey Matrix is attached hereto as Exhibit “4”.

105. 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	2.90	\$990.00	\$2,871.00
Kelsey M. Szamet	39.00	\$715.00	\$27,885.00
Jessica Bulaon	8.20	\$415.00	\$3,403.00
KINGSLEY TOTAL			
ATTORNEYS’ FEES	50.10		\$34,159.00⁴

106. In conjunction with Davtyan Law Firm, Inc., Kingsley & Kingsley, APC has spent significant time extensively 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;

⁴ The Total Attorneys’ Fees does not include Class Counsel anticipated 10-15 hours of future time to handle the final approval hearing in May and to oversee the administration process.

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

107. Class Counsel is not asking for a multiplier and a common fund award would actually result in a negative multiplier of 0.53.

108. Plaintiff's Counsel is not requesting a multiplier and the lodestar/multiplier cross-check confirms the reasonableness of Class Counsel's fee request. The Court should therefore approve the attorneys' fee award for time spent in the successful prosecution of this matter.

ATTORNEY COSTS

109. In addition to their request for fees, Class Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of \$3,000.00.

110. To date, Kingsley and Kingsley has incurred \$2,967.22 in costs.

111. Class Counsel anticipates incurring an additional \$200-300 in costs to file, serve, and copy this motion; to prepare for and attend the hearing; and for future copy charges, however,

1 pursuant to the Settlement Agreement, Class Counsel shall not seek an amount in excess of \$3,000
2 for litigation costs.

3 112. As such, Class Counsel is requesting a cost reimbursement of \$3,000.00.

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

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

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

10 115. Plaintiff's Counsel request an enhancement of \$5,000.00 to the Class
11 Representative DANIEL STEPHENSON for his work on behalf of the Settlement Class members.

12 116. The time spent by DANIEL STEPHENSON includes providing information to
13 Class Counsel regarding the nature of the work at BAKERSFIELD DODGE, INC., compiling
14 documents, meeting with his attorneys to discuss the status of the case, the theories of liability,
15 and responding promptly to Class Counsel's communications regarding settlement.

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

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

19 119. The enhancement takes into consideration the time, effort, and expense incurred by
20 Mr. Stephenson in coming forward to litigate this matter on behalf of all Settlement Class
21 Members.

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

24 121. The Class has benefited from Mr. Stephenson's action in stepping forward on their
25 behalf to bring this lawsuit.

26 122. Further, The Class Notice disclosed the enhancement award.

27 123. As of today, no Settlement Class Member has objected to the proposed
28 enhancement.

1 124. Under the circumstances, a representative payment of \$5,000.00 is justified and the
2 Court should award this payment to DANIEL STEPHENSON from the Gross Settlement Amount
3 as provided in the Settlement Agreement.

4 ///

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

6 **AGENCY**

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

12 **EXHIBITS**

13 126. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed Joint
14 Stipulation of Class Action Settlement and Release of Claims that was preliminary approved by
15 this Court on March 23, 2022.

16 127. Attached hereto as Exhibit "2" is a true and correct copy of the ALM Research
17 2007 NLJ Billing Survey.

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

20 129. Attached hereto as Exhibit "4" is a true and correct copy of the 2019-2020 Adjusted
21 Laffey Matrix.

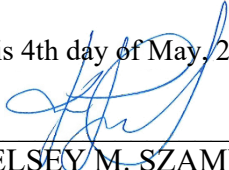
22 130. Attached hereto as Exhibit "5" is a true and correct copy of the Kingsley &
23 Kingsley, APC costs ledger reflecting costs incurred in this matter.

24 131. Attached hereto as Exhibit "6" is a true and correct copy of the proof of submission
25 to the LWDA as referenced in paragraph 130 above.

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

28 ///

1 This declaration was executed this 4th day of May, 2023, in Altadena, California.

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KELSEY M. SZAMET

EXHIBIT "1"

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Attorneys for Defendant Bakersfield Dodge, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

DANIEL STEPHENSON an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

BAKERSFIELD DODGE, INC.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. BCV-20-102693

[Case Assigned for All Purposes to Hon. Judge
Thomas S. Clark in Dept. 17]

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

1 This Joint Stipulation of Class Action Settlement and Release of Claims is entered into by
2 and between Plaintiff DANIEL STEPHENSON, individually and on behalf of the Settlement Class
3 and the State of California, as a private attorney general, on the one hand, and Defendant
4 BAKERSFIELD DODGE, INC. on the other hand.

5 This Joint Stipulation of Class Action Settlement and Release of Claims shall be binding
6 on Plaintiff, the current and former employees s/he seeks to represent, the Settlement Class, and
7 on Defendant and subject to the definitions, recitals, and terms set forth herein and the approval of
8 the Court.

9 **I. DEFINITIONS**

10 **1. Action**

11 “Action” or “Lawsuit” means the civil action filed in the Superior Court of the State of
12 California for the County of Kern, entitled DANIEL STEPHENSON, an individual, on behalf of
13 himself and others similarly situated, Plaintiff v. BAKERSFIELD DODGE, INC., and Does 1 thru
14 50, inclusive, Defendants, Case No. BCV-20-102693 filed on November 18, 2020.

15 **2. Class Counsel**

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

18 **3. Class Counsel Award**

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

22 **4. Class Information**

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

28 ///

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 BAKERSFIELD DODGE, INC., in the State of
4 California who worked one or more pay periods during the Class Period and who received a
5 paystub with an attached description of monies paid.

6 **6. Class Period**

7 “Class Period” means the period from November 18, 2019 to March 25, 2021.

8 **7. Class Representative**

9 “Class Representative” means Plaintiff DANIEL STEPHENSON.

10 **8. Class Representative Enhancement Award**

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

15 **9. Complaint**

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

17 **10. Court**

18 “Court” means the Superior Court for the County of Kern, State of California.

19 **11. Defendant**

20 “Defendant” means Defendant BAKERSFIELD DODGE, INC.

21 **12. Effective Date**

22 “Effective Date” of the Settlement means the date on which the Court’s order granting
23 Final Approval of this Joint Stipulation becomes final. Such order becomes final upon the
24 following events: (i) upon the Court issuing the Final Approval Order granting approval of this
25 Settlement Agreement if no objections to the settlement are filed, or if an objection is filed but is
26 withdrawn prior to the Court’s Final Approval Hearing; or (ii) in the event there are written
27 objections filed prior to the final approval hearing which are not thereafter withdrawn prior to the
28 hearing, the later of the following events: (a) the day after the last day by which a notice of appeal

of the order may be timely filed with the California Court of Appeal, and none is filed; (b) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes and no further review is requested; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (d) if review is accepted, the day the Supreme Court of the State of California affirms the Settlement.

13. Final Approval Hearing

"Final Approval Hearing" means the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Settlement.

14. Final Approval Order

"Final Approval Order" means the proposed order granting final approval of the Parties' settlement, in a form substantially similar to the order attached hereto as Exhibit C.

15. Final Judgment

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

16. Individual Settlement Payment

"Individual Settlement Payment" means the amount paid from the Net Settlement Amount to a Participating Class Member, based upon his/her Number of Pay Periods Worked.

17. LWDA

"LWDA" means the California Labor and Workforce Development Agency.

18. Net Settlement Amount

"Net Settlement Amount" means the Gross Settlement Amount, less Court-approved Class Counsel Award, Class Representative Enhancement Award, payment to the LWDA, and

1 Settlement Administration Costs.

2 **19. Notice of Class Action Settlement**

3 “Notice of Class Action Settlement” means the Notice of Pendency of Class Action
4 Settlement and Hearing Date for Court Approval substantially in the form attached hereto as
5 Exhibit A, which shall include an approximation of each Settlement Class Member’s anticipated
6 Individual Settlement Payment. It is the notice approved by the Parties and subject to Court
7 approval explaining the terms of this Agreement and the settlement process, which the Settlement
8 Administrator will mail to each Settlement Class Member.

9 **20. Number of Pay Periods Worked**

10 “Number of Pay Periods Worked” means an estimate of the pay periods for which
11 Settlement Class Member(s) received a paystub with an attached description of monies paid from
12 Defendant in the State of California, excluding leaves of absence, or any gaps in employment,
13 during the Class Period based on Defendant’s records.

14 **21. PAGA**

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

17 **22. PAGA Payment**

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

19 **23. Participating Class Members**

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

22 **24. Parties**

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

25 **25. Payment Ratio**

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

1 **26. Plaintiff**

2 “Plaintiff” means Plaintiff DANIEL STEPHENSON.

3 **27. Preliminary Approval Date**

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

7 **28. Released Claims**

8 “Released Claims” means any and all claims that are asserted in the operative complaint
9 and which could have been asserted based on the facts alleged in the complaint, for failure to issue
10 accurate itemized wage statements under Labor Code § 226(a), claims for penalties under the
11 Private Attorneys General Act of 2004 based on the underlying Labor Code § 226(a) allegations,
12 claims for restitution and other equitable relief, liquidated damages, punitive damages, or
13 penalties.

14 **29. Released Parties**

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

18 **30. Request for Exclusion**

19 “Request for Exclusion” means a letter setting forth a Class Member’s name, present
20 address, and a simple statement electing to be excluded from the Settlement.

21 **31. Response Deadline**

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

27 **32. Settlement**

28 “Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant to

1 this Joint Stipulation of Class Action Settlement and Release of Claims.

2 **33. Settlement Administrator**

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

6 **34. Settlement Administrator Costs**

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

9 **35. Gross Settlement Amount**

10 “Gross Settlement Amount” means the agreed upon settlement amount totaling \$50,000.00
11 to be paid by Defendant in full settlement of the Released Claims, and includes without limitation
12 the Class Counsel Award, Class Representative Enhancement Award, Individual Settlement
13 Payments, PAGA Payment, and Settlement Administrator Costs.

14 **II. RECITALS**

15 **1. Class Certification.**

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

20 **2. Procedural History.**

21 On November 18, 2020, Plaintiff filed a Class Action Complaint and a notice with
22 California’s Labor and Workforce Development Agency (“LWDA”) regarding his intent to file an
23 action seeking civil penalties under PAGA. On February 18, 2021, Plaintiff filed a First Amended
24 Complaint (“FAC”), adding the PAGA claim based on the facts previously alleged in the
25 Complaint.

26 The operative Complaint alleges claims for: (1) Violation of Labor Code § 226(a); and (2)
27 Penalties Pursuant to Labor Code § 2699, *et seq.*

28 After the matter was at issue, the Parties began to engage in informal discovery to

1 understand the nature of the allegations and the scope of potential liability. Defendant provided
2 Plaintiff's counsel with pertinent data for the Class Members so that the Parties could fully-
3 investigate the claims at issue and understand their strengths and weaknesses.

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

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

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

25 Plaintiff and Class Counsel recognize the expense and length of continued proceedings
26 necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has
27 also taken into account the uncertainty and risk of the outcome of further litigation, and the
28 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of

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

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

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

21 **5. Settlement of Disputed Claims.**

22 This Agreement is a compromise of disputed claims. Defendant has claimed and continues
23 to claim that the Released Claims have no merit and do not give rise to liability. Settlement Class
24 members have claimed and continue to claim that the Released Claims have merit and give rise to
25 liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing
26 contained in this Agreement, no documents referred to herein, and no action taken to carry out this
27 Agreement, may be construed or used as an admission by or against the Settlement Class members
28 or Class Counsel as to the merits or lack thereof of the claims asserted in this Lawsuit.

1 **III. TERMS OF AGREEMENT**

2 **1. Release as To All Participating Class Members.**

3 As of the Effective Date, the Participating Class Members, including Plaintiff, release the
4 Released Parties from the Released Claims for the Class Period.

5 **2. Release of Claims by Plaintiff.**

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

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

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

THE DEBTOR OR RELEASED PARTY.

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

3. Tax Liability and Medicare.

The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class members are not relying on any statement or representation by the Parties in this regard. Participating Class Member' understand and agree that they will be responsible for the payment of taxes and penalties assessed on the payments described herein and will hold the Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages, including the treatment of such payment as not subject to withholding or deduction for payroll and employment taxes. Moreover, this Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical 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 incorporate such into the settlement terms. Plaintiff warrants that he is not a Medicare beneficiary as of the date of this Agreement. Because Plaintiff is not a Medicare recipient as of the date of this Agreement, no conditional payments have been made by Medicare.

4. Circular 230 Disclaimer.

Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor

1 shall any such communication or disclosure constitute or be construed or be relied upon as, tax
2 advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10,
3 as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
4 independent legal and tax counsel for advice (including tax advice) in connection with this
5 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
6 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
7 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
8 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
9 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
10 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
11 acknowledging party of the tax treatment or tax structure of any transaction, including any
12 transaction contemplated by this Agreement.

13 **5. Preliminary Approval of Settlement.**

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

19 **6. Settlement Administrator.**

20 Upon the Court granting preliminary approval of this Agreement, Defendant shall provide
21 the Settlement Administrator with the Class Information for purposes of mailing the Notice of
22 Class Action Settlement to the Settlement Class members. No later than three (3) days after receipt
23 of the Class Information, the Settlement Administrator shall notify counsel for the Parties that the
24 list has been received and state the number of Settlement Class members.

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

26 Upon receipt of the Class Information, the Settlement Administrator will perform a search
27 based on the National Change of Address Database to update and correct any known or identifiable
28 address changes. Within fifteen (15) days of preliminary approval of this Settlement, the

1 Settlement Administrator shall mail copies of the Notice of Class Action Settlement to all
2 Settlement Class members via regular First-Class U.S. Mail. The Settlement Administrator shall
3 exercise its best judgment to determine the current mailing address for each Settlement Class
4 Member, including performing a skip-trace to identify any updated addresses. The address
5 identified by the Settlement Administrator as the current mailing address shall be presumed to be
6 the best mailing address for each Settlement Class Member.

7 **8. Undeliverable Notices.**

8 Any Notice of Class Action Settlement returned to the Settlement Administrator as
9 undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding
10 address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall
11 promptly attempt to determine a correct address by use of skip-tracing, or other search using the
12 name, address and/or social security number of the Settlement Class Member whose notice was
13 undeliverable, and shall then re-mail all returned, undelivered mail within ten (10) days of
14 receiving notice that a notice was undeliverable. Settlement Class members who receive a re-
15 mailed Notice of Class Action Settlement shall have their Response Deadline extended twenty
16 (20) days from the original Response Deadline.

17 **9. Disputes Regarding Individual Settlement Payments.**

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

28 ///

1 **10. Disputes Regarding Administration of Settlement.**

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

6 **11. Exclusions.**

7 The Notice of Class Action Settlement shall state that Settlement Class members who wish
8 to exclude themselves from the Settlement must submit a Request for Exclusion by the Response
9 Deadline. The Request for Exclusion: (1) must contain the name, address, and telephone number
10 of the Settlement Class Member requesting exclusion; (2) must contain a statement expressing that
11 the Settlement Class Member elects to be excluded from the Settlement; (4) must be signed by the
12 Settlement Class Member; and (5) must be postmarked or fax stamped by the Response Deadline
13 and returned to the Settlement Administrator at the specified address or fax number. The Request
14 for Exclusion will be deemed invalid if it does not contain a Settlement Class Member's name,
15 address, telephone number, and signature. The date of the postmark on the return mailing envelope
16 or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether
17 a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests
18 to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement
19 and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment
20 thereon. Settlement Class members who fail to submit a valid and timely Request for Exclusion
21 on or before the Response Deadline shall be bound by all terms of the Settlement and any Final
22 Judgment entered in this Lawsuit if the Settlement is approved by the Court. No later than seven
23 (7) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel
24 for the Parties with a complete list of all members of the Settlement Class who have timely
25 submitted a Request for Exclusion.

26 **12. Objections.**

27 The Notice of Class Action Settlement shall state that Settlement Class members who wish
28 to object to the Settlement may do so in person at the Final Approval Hearing and/or in writing.

Any written objection (“Notice of Objection”) must be mailed to the Settlement Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Notice of 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; (3) the basis for the objection; and (4) if the Settlement Class Member intends to appear at the final approval hearing. Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator by the Response Deadline are filed with the Court along with the Motion for Final Approval. Either of the Parties may file a responsive document to any objection before the Final Approval Hearing. 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 Court and serve Class Counsel and counsel for Defendant no later than the Response Period Deadline. Class Counsel shall not represent any Settlement Class members with respect to any such objections.

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.

13. No Solicitation of Settlement Objections or Exclusions.

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

14. Funding and Allocation of Gross Settlement Amount.

No later than twenty (20) days after the Effective Date, Defendant shall provide the Gross Settlement Amount to the Settlement Administrator to fund the Settlement, as set forth in this Agreement. Defendant will not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and after the Effective Date of the Agreement.

///

15. Net Settlement Amount.

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representative Enhancement Award, PAGA Payment, and Settlement Administrator Costs from the Gross Settlement Amount. The anticipated Net Settlement Amount is \$16,333.34. The Parties estimate the amount of the Net Settlement Amount as follows:

Gross Settlement Amount:	\$	\$50,000.00
Class Representative Enhancement Award:	\$	\$5,000
Class Counsel Fees:	\$	\$16,666.67
Class Counsel Costs:	\$	\$3,000
PAGA Payment	\$	\$4,000
<i>(\$3,000 to the LWDA and \$1,000 to remain in the Net Settlement Amount)</i>		
Settlement Administrator Costs:	\$	\$5,000
Net Settlement Amount	\$	\$17,333.34

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

16. Individual Settlement Payments.

Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing

address within seven calendar days after Defendant makes the final settlement payment. All Individual Settlement Payments will be allocated as follows: thirty-three and one-third percent (33.33%) as wages, thirty-three and one-third percent (33.33%) as interest, and thirty-three and one-third percent (33.33%) as statutory penalties.

17. Class Member's Payment Ratio.

Participating Class Members will be paid on a pro-rata basis. A Participating Class Member's Individual Settlement Payment will be based on the number of Compensable Workweeks during which s/he worked in proportion to the aggregate number of workweeks worked by all Settlement Class members.

18. Payment to Class Member.

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

19. Form of Payment to Class Member.

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

20. Unclaimed Settlement Payment(s).

After one hundred and sixty (160) days of the mailing of the Individual Settlement Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement Payment checks will be distributed to a non-profit mutually selected by Plaintiff and Defendant.

21. Class Representative Enhancement Award.

Plaintiff will request that the Court approve a Class Representative Enhancement Award of up to \$5,000. The Class Representative Enhancement Award shall be paid to Plaintiff from the Gross Settlement Amount within ten (10) calendar days after Defendant makes the final settlement payment. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff for his respective Class Representative Enhancement Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative Enhancement Award and shall hold harmless Defendant and Class Counsel from any claim or liability for taxes,

penalties, or interest arising as a result of the Class Representative Enhancement Award. The Class Representative Enhancement Award shall be in addition to the Plaintiff's Individual Settlement Payment as a Settlement Class Member. Any amount requested by Plaintiff for the Class Representative Enhancement Award and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

22. Class Counsel Award.

Class Counsel will request that the Court approve attorneys' fees in the amount of up to thirty-three and one-third percent (33.33%) (\$16,666.67) of the Gross Settlement Amount (\$16,666.67). Class Counsel will request that the Court approve the reimbursement of any litigation costs or expenses associated with Class Counsel's prosecution of this matter from the Gross Settlement Amount not to exceed \$3,000. So long as there are no objections, Class Counsel shall be paid any Court-approved fees and costs no later than ten (10) calendar days after Defendant makes the final settlement payment. Class Counsel shall be solely and legally 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 awarding Class Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

23. Settlement Administrator Costs.

The Parties agree to allocate up to \$5,000 of the Gross Settlement Amount for Settlement Administrator Costs. The Settlement Administrator shall have the authority and obligation to make payments, credits and disbursements to Settlement Class members in the manner set forth herein, calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement.

///

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

2 The Settlement Administrator shall be responsible for the following: processing and
3 mailing payments to Plaintiff, Class Counsel, and Participating Class Members; printing, and
4 mailing the Notice of Class Action Settlement and tax forms to the Participating Class Members
5 as directed by the Court; receiving and reporting the requests for exclusion and objections
6 submitted by Settlement Class members; providing declaration(s) as necessary in support of
7 preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree
8 or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall
9 keep the Parties timely apprised of the performance of all Settlement Administrator
10 responsibilities.

11 **25. Settlement Administrator Fees.**

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

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

15 A total payment of \$4,000 from the Gross Settlement Amount will be allocated as the
16 PAGA Payment to be paid as penalties under the Labor Code Private Attorneys General Act of
17 2004, to the LWDA. Seventy-five percent (75%) of the PAGA Payment will be paid to the LWDA
18 (\$3,000) and the remaining twenty-five (25%) shall be included in the Net Settlement Amount
19 (\$1,000) and distributed to putative class members.

20 **27. Final Approval Hearing and Entry of Final Judgment.**

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

26 **28. Final Approval Order.**

27 Plaintiff will request, and Defendant will concur in said request, that the Court enter, after
28 the Final Approval Hearing, a Final Approval Order in the form attached hereto as Exhibit B.

1 Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this
2 Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to
3 carry out the provisions of this Agreement.

4 **29. Nullification of Settlement Agreement.**

5 In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court
6 denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgement as
7 provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement
8 Agreement shall be null and void and any order or judgement entered by the Court in furtherance
9 of this Settlement shall be treated as void from the beginning. To the extent the total number of
10 opt outs exceed 10%, Defendant has the option to nullify this settlement within ten (10) court days
11 of the last day of the response period via a written notice to Plaintiff's counsel. If one or more of
12 such events occur causing the Settlement Agreement to become null and void, the Parties shall
13 proceed in all respects as if this Agreement had not been executed, except that any fees already
14 incurred by the Settlement Administrator shall be paid by the party terminating the Settlement or
15 Defendant will be solely responsible for the costs incurred for the settlement administration should
16 it exercise its' option to nullify this agreement. The return of any paid Settlement funds to
17 Defendant shall occur no later than five (5) business days after one or more of the triggering events
18 leading to nullification occurs. In the event an appeal is filed from the Court's Final Judgment, or
19 any other appellate review is sought, administration of the Settlement shall be stayed pending final
20 resolution of the appeal or other appellate review, but any fees incurred by the Settlement
21 Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment,
22 or any other appellate review, shall be paid to the Settlement Administrator by Defendant within
23 thirty (30) days of said notification.

24 **30. Increase in Class Members.**

25 It was represented to Class Counsel that the Settlement Class is estimated to be 2,018 pay
26 periods at issue. Upon receipt of the Class Data, the Settlement Administrator shall confirm to
27 Plaintiff that the Class Data is consistent with these representations. To the extent the number of
28 pay periods in the Class Data increases beyond 2,018 by more than 7%, Defendant shall have the

option to increase the Gross Settlement Amount by a proportionate amount. For example, if the number of pay periods increases by 8%, Defendant shall increase the Gross Settlement Amount by 8%. If the increase causes an increase of the cost of Settlement Administration beyond the amount that has been approved by the Court, Defendant shall separately bear the increased cost of Settlement Administration outside of the Gross Settlement Amount. If Defendant fails to increase the Gross Settlement Amount proportionately or remit payment of the increased cost of Settlement Administration, Plaintiff shall have the right to terminate this Agreement and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void.

31. No Effect on Employee Benefits.

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

32. No Admission by Defendant.

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

33. Exhibits and Headings.

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

34. Interim Stay of Proceedings.

Upon full execution of this Agreement, the Parties agree that based upon Code of Civil Procedure §583.310 (“the 5-year rule”), the Lawsuit shall be stayed in its entirety except for the proceedings necessary to implement and complete the Settlement.

1 **35. Amendment or Modification.**

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

4 **36. Entire Agreement.**

5 Apart from the fully executed Memorandum of Understanding, which the Parties
6 specifically agree to integrate herein, this Agreement and any attached Exhibits constitute the
7 entire Agreement among these Parties, and no oral or written representations, warranties, or
8 inducements have been made to any Party concerning this Agreement or its Exhibits other than
9 the representations, warranties, and covenants contained and memorialized in the Agreement and
10 its Exhibits. The Parties are entering into this Agreement based solely on the representations and
11 warranties herein and not based on any promises, representation, and/or warranties not found
12 herein.

13 **37. Authorization to Enter into Settlement Agreement.**

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

26 **38. Binding on Successors and Assigns.**

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

1 **39. California Law Governs.**

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

4 **40. Counterparts.**

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

7 **41. Jurisdiction of the Court.**

8 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
9 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
10 Agreement and all orders and judgments entered in connection therewith, and the Parties and their
11 counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing,
12 and enforcing the settlement embodied in this Agreement and all orders and judgments entered in
13 connection therewith. All terms of this Agreement are subject to approval by the Court.

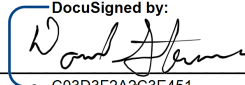
14 **42. Invalidity of Any Provision.**

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

18 **WHEREFORE**, Plaintiff, on behalf of himself and the Settlement Class members, and
19 Defendant has executed this Agreement as of the dates set forth below.

20 **IT IS SO AGREED:**

21
22 Dated: February 2, 2022

DocuSigned by:
By: 
DANIEL STEPHENSON
CB9B9F2A203E451

23
24
25 Dated: _____

By: _____
BAKERSFIELD DODGE, INC.

1 **39. California Law Governs.**

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

4 **40. Counterparts.**

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

7 **41. Jurisdiction of the Court.**

8 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
9 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
10 Agreement and all orders and judgments entered in connection therewith, and the Parties and their
11 counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing,
12 and enforcing the settlement embodied in this Agreement and all orders and judgments entered in
13 connection therewith. All terms of this Agreement are subject to approval by the Court.

14 **42. Invalidity of Any Provision.**

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

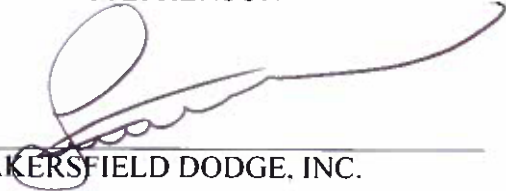
18 **WHEREFORE**, Plaintiff, on behalf of himself and the Settlement Class members, and
19 Defendant has executed this Agreement as of the dates set forth below.

20 **IT IS SO AGREED:**

21
22 Dated: _____

By: _____
DANIEL STEPHENSON

23
24
25 Dated: 2.7.22

By: 
BAKERSFIELD DODGE, INC.

APPROVED AS TO FORM AND CONTENT:

Dated: February 2, 2022

KINGSLEY & KINGSLEY APC

By: _____

Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiff DANIEL STEPHENSON
and the Proposed Class

Dated: _____

DAVTYAN LAW FIRM, INC.

By: _____

Emil Davtyan
Attorneys for Plaintiff DANIEL STEPHENSON
and the Proposed Class

Dated: _____

LEBEAU THELEN LLP

By: _____

Daniel K. Klingengerger
Matthew M. Brady
Attorneys for Defendant BAKERSFIELD
DODGE, INC.

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

2 Dated: _____

KINGSLEY & KINGSLEY APC

3
4 By: _____

5 Eric B. Kingsley

6 Kelsey M. Szamet

7 Attorneys for Plaintiff DANIEL STEPHENSON
8 and the Proposed Class

9 Dated: _____

DAVTYAN LAW FIRM, INC.

10 By: _____

11 Emil Davtyan

12 Attorneys for Plaintiff DANIEL STEPHENSON
13 and the Proposed Class

14 Dated: 2/7/22

LEBEAU THELEN LLP

15 By: 

16 Daniel K. Klingenger

17 Matthew M. Brady

18 Attorneys for Defendant BAKERSFIELD
19 DODGE, INC.

EXHIBIT “A”

[CLASS MEMBER NAME]

DANIEL STEPHENSON v. BAKERSFIELD DODGE, INC.

Superior Court of the State of California, County of Kern
Case No.: BCV-20-102693

If you are a current or former employee for BAKERSFIELD DODGE, INC. (“BAKERSFIELD DODGE” 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 BAKERSFIELD DODGE, INC., in the State of California who worked one or more pay periods during the Class Period and who received a paystub with an attached description of monies paid.”
- 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 provide accurate itemized wage statements and is liable for penalties under California’s Private Attorneys General Act or “PAGA.” BAKERSFIELD DODGE 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 ’s defenses.
- You will not be penalized or retaliated against by BAKERSFIELD DODGE for participating in this class action settlement. If you are currently employed by BAKERSFIELD DODGE, your employment will not be affected in any way. Current employees of BAKERSFIELD DODGE who choose to participate in the settlement will not be required to resign and can continue to work for BAKERSFIELD DODGE.
- 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 BAKERSFIELD DODGE for Defendant’s alleged failure to provide accurate itemized wage statements during the Class Period.
------------	--

ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from this lawsuit. Keep your rights to file a separate claim against BAKERSFIELD DODGE for Defendant's alleged failure to provide accurate itemized wage statements during the Class Period. 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 BAKERSFIELD DODGE 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 BAKERSFIELD DODGE's employees. You have received this notice because BAKERSFIELD DODGE's records indicate that you are a member of this class.

2. What is this lawsuit about?

This lawsuit was filed on November 18, 2020, on behalf of all persons who are employed or have been employed as an hourly employee by BAKERSFIELD DODGE in the State of California. The operative complaint alleges class-wide causes of action against BAKERSFIELD DODGE for failure to provide accurate itemized wage statements pursuant to Labor Code § 226(a) and penalties under the Labor Code Private Attorneys General Act, Labor Code § 2699 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 his 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 \$50,000.00. 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: \$16,666.67
- Litigation Costs: \$3,000
- Claims Administration Costs: \$5,000
- Class Representative Enhancement Award to Class Representative: \$5,000
- Penalties to the Labor & Workforce Development Agency: \$4,000 (*\$3,000 to the LWDA and \$1,000 to remain in the Net Settlement Amount*)

After these deductions, \$ XX17,333.34 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: 1/3 (33%) to settlement of wage claims, 1/3 (33%) to settlement of claims for interest, and 1/3 (33%) to settlement of claims for statutory penalties.

According to BAKERSFIELD DODGE'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 _____.

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 ILYM Group, Inc.

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: all claims asserted in Plaintiff's First Amended Complaint. The members of the Settlement Class will release and discharge Defendant, and any of its former and present parents, subsidiaries, and affiliates, and its officers, directors, employees, partners, shareholders, attorneys, and agents, and any other successors, assigns, or legal representatives, from any and all claims that were/are asserted in the operative complaint and which could have been asserted based on the facts alleged in the complaint, and which were asserted leading up to and during mediation, including without limitation to, any and all claims for failure to provide accurate itemized wage statements under Labor Code § 226(a), claims for penalties under the Private Attorney General Act, claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties in their positions as Settlement Class Members.

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, ILYM Group, Inc., by XXXX.

Settlement Administrator
c/o ILYM Group, Inc.

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 BAKERSFIELD DODGE 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.

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 Defense Counsel no later than _____. The Final Approval and Fairness Hearing will be held in Dept. 17 of the Kern County Superior Court, located at 1415 Truxtun Avenue, Bakersfield, CA 93301 on _____, 2021, at XX (a.m./p.m.) (Pacific Time).

Class Counsel:	Counsel for BAKERSFIELD DODGE:
Kingsley & Kingsley, APC Kelsey M. Szamet, Esq. 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300	LeBeau Thelen LLP Daniel K. Klingenberg, Esq. Matthew M. Brady, Esq. 5001 E. Commercenter Drive, Suite 300 P.O. Box 12092 Bakersfield, CA 93389-2092 Tel: (661) 325-8962

Davtyan Law Firm, Inc. Emil Davtyan, Esq. 880 E. Broadway Glendale, CA 91205 Telephone: (818) 875-2008	
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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. 17 of the Kern County Superior Court, located at 1415 Truxtun Avenue, Bakersfield, CA 93301 on _____, 2021, 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 Awards, 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 telephone the BAKERSFIELD DODGE Settlement Administrator, ILYM Group, Inc. (listed above), or Class Counsel (listed above).

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

EXHIBIT “B”

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Attorneys for Defendant Bakersfield Dodge, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF KERN**DANIEL STEPHENSON an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

BAKERSFIELD DODGE, INC.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. BCV-20-102693

[Case Assigned for All Purposes to Hon. Judge
Thomas S. Clark in Dept. 17]**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: XX

Time: XX

Dept.: 17

Complaint Filed: November 18, 2020

FAC Filed: February 18, 2021

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 as to Plaintiff’s
3 Motion for Preliminary Approval of Class Action Settlement as Exhibit “1”, came before this
4 Court on XXXX. The Court, having considered the papers submitted in support of the motion of
5 the parties, **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 BAKERSFIELD DODGE, INC., in the State of California
14 who worked one or more pay periods during the Class Period and who received a paystub with an
15 attached description of monies paid.”

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

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

- 21 A. The Settlement Class, which consists of approximately 98 persons, is so
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
approved;
- 24 C. Plaintiff’s claims appear to be typical of the claims being resolved through
25 the proposed settlement;
- 26 D. Plaintiff appears to be capable of fairly and adequately protecting the
27 interests of the Settlement Class Members in connection with the proposed
settlement;
- 28 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 Class Notice to Class Members in substantially the form attached to the Settlement Agreement as Exhibit A.

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 Class Members as set forth in the Claims Form to Class Members.

8. The Court directs the mailing of the Class 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 and Davtayan Law Firm, Inc. as Class Counsel.

10. The Court confirms DANIEL STEPHENSON as the Class Representative.

11. The Court approves ILYM Group, Inc. 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	10 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 Request for 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

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EXHIBIT “C”

KINGSLEY & KINGSLEY, APC

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DAVTYAN LAW FIRM, INC.

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Tel: (661) 325-8962; Fax: (661) 325-1127

Attorneys for Defendant Bakersfield Dodge, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF KERN**

DANIEL STEPHENSON, an individual, on
behalf of the State of California, as a private
attorney general,

PLAINTIFF,

v.

BAKERSFIELD DODGE, INC.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. BCV-20-102693

[Case Assigned for All Purposes to Hon. Judge
Thomas S. Clark in Dept. 17]

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

Date: XX

Time: XX

Dept.: 17

Complaint Filed: November 18, 2020

FAC Filed: February 18, 2021

Trial Date: None Set

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

2 The above captioned Action is a class action lawsuit brought by Plaintiff DANIEL
3 STEPHENSON (“Plaintiff”) against Defendant BAKERSFIELD DODGE, INC. (“Defendant”).
4 The Motion for Final Approval of Class Action Settlement came before this Court on XXXX.

5 **WHEREAS**, Judge Thomas S. Clark granted preliminary approval of the Joint Stipulation
6 of Class Action Settlement and Release of Claims (“Settlement Agreement”), attached to the
7 concurrently filed Declaration of Kelsey M. Szamet as Exhibit “1”, on XX.

8 **WHEREAS**, Plaintiff DANIEL STEPHENSON has applied to the Court for an order
9 granting final approval of the Settlement Agreement.

10 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed
11 Settlement and for entry of an order of final approval and entry of final judgment thereon. The
12 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
13 Settlement; Motion for Approval of Approval of Attorneys’ Fees and Costs; the Declarations of
14 Kelsey M. Szamet, Daniel Stephenson, and XXXX of ILYM Group, Inc.; and the supporting
15 documents annexed thereto, now finds:

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

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

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

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

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

1 5. There are XX (XX) valid requests for exclusion.

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

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

18 8. The Settlement Class is hereby made final. The Settlement Class is defined as: "all
19 persons who are employed or have been employed as an hourly employee by BAKERSFIELD
20 DODGE, INC., in the State of California who worked one or more pay periods during the Class
21 Period and who received a paystub with an attached description of monies paid."

22 9. The "Covered Period" or "Class Period" is November 18, 2019 to March 25, 2021.

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

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

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

3 any and all claims that are asserted in the operative complaint and
4 which could have been asserted based on the facts alleged in the
5 complaint, which are or could be the basis of claims for failure to
6 issue accurate itemized wage statements under Labor Code § 226(a),
7 claims for penalties under the Private Attorneys General Act of
8 2004, claims for restitution and other equitable relief, liquidated
9 damages, punitive damages, or penalties.

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

19 13. The Settlement Agreement provides that the Gross Settlement Amount is fifty
20 thousand dollars and zero cents (\$50,000.00). The Net Settlement Amount shall be determined
21 according to the terms of the Settlement Agreement.

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

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

27 16. The Court hereby finds the unopposed application of Class Counsel for a costs and
28 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, \$16,666.67 shall
be paid for attorney fees and \$XX shall be paid for litigation costs.

17. The unopposed application of Class Counsel for an Enhancement Award is hereby

1 granted. Of the Gross Settlement Amount, a \$XX Enhancement Award shall be allocated to
2 Named Plaintiff DANIEL STEPHENSON.

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

6 19. The Court approves the PAGA Penalties in the amount of \$XX. The Court
7 approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$XX. The
8 Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$XX shall be
9 allocated to the Participating Class Members.

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

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

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

21 23. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
22 shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well
23 as the administration and enforcement of the terms of the Settlement of this action to enforce the
24 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
25 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the
26 administration and enforcement of the Settlement. Any disputes or controversies arising with
27 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
28 shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict

1 the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms
2 of the Settlement Agreement.

3 24. This Final Order shall constitute a final judgment.

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

7
8 **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
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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.

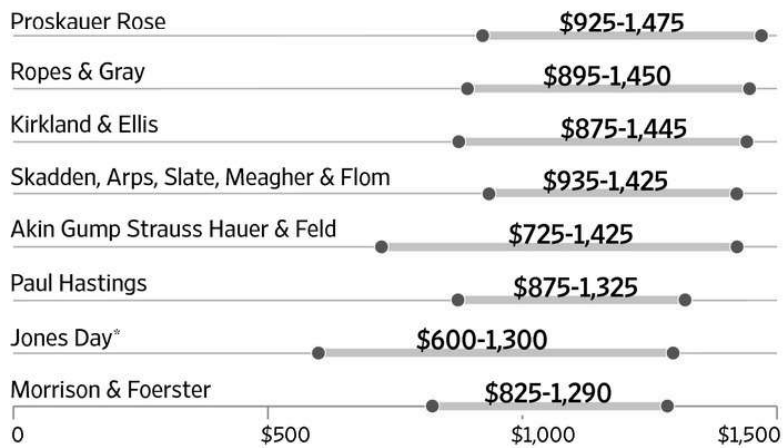
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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"

Bakersfield Dodge, Inc. dba Haddad Dodge; Haddad Kia adv. Stephenson, Daniel

 Add Tags

Statute of Limitations 5 Year Trial Rule Trial Date

Historic Cost

\$2,967.22

Filing Fee

\$21.16

Created: 3/14/2023 at 4:14 PM

Trialworks TaskCode

filing fee

Date Incurred

3/9/2023

Payee

One Legal

Description

OLINV#04815947 BD 3.9.23

Docs

 OLINV#04815947 BD 3.9.23.pdf

Filing Fee

\$43.50

Created: 11/7/2022 at 3:35 PM

Trialworks TaskCode

filing fee

Date Incurred

10/26/2022

Payee

One Legal

Description

OLINV#04482262 BD 10.26.22

Docs

 OLINV#04482262 BD 10.26.22.pdf

Court Cost

\$94.00

Created: 4/6/2022 at 11:36 AM

Trialworks TaskCode

costs

Date Incurred

3/24/2022

Payee

Courtcall

Notes

HD: 3/23/22

Filing Fee

\$64.09

Created: 3/10/2022 at 2:45 PM

Trialworks TaskCode

filing fee

Date Incurred

2/28/2022

Payee

One Legal

Description

OLINV#03888920 BD 2.28.22

Docs

 OLINV#03888920 BD 2.28.22.pdf

Filing Fee

\$143.87

Created: 3/10/2022 at 2:40 PM

Trialworks TaskCode

filing fee

Date Incurred

2/28/2022

Payee

One Legal

Description

OLINV#03888024 BD 2.28.22

Docs

 OLINV#03888024 BD 2.28.22.pdf

Postage Cost

\$5.80

Created: 1/27/2022 at 4:42 PM

Trialworks TaskCode

Postage Cost

Date Incurred

1/27/2022

Payee

DocuSign

Court Cost

\$94.00

Created: 2/8/2022 at 3:43 PM

Trialworks TaskCode

costs

Date Incurred

1/17/2022

Payee

Courtcall

Description

Courtcall

Notes

HD: 1/14/22

Research Cost**\$19.11***Created: 11/18/2021 at 8:59 AM***Trialworks TaskCode**

Costs

Payee

Thomson Reuters

Date Incurred

11/18/2021

Description

billing period of 9/1/21-9/30/21

Filing Fee**\$39.38***Created: 10/11/2021 at 10:02 AM***Trialworks TaskCode**

Filing Fee

Description

OL INV#03562998 BD 9.27.21

Date Incurred

9/27/2021

Docs OL INV#03562998 BD 9.27.21.pdf**Payee**

One Legal

Filing Fee**\$20.18***Created: 10/8/2021 at 3:50 PM***Trialworks TaskCode**

Filing Fee

Description

OLINV#03560734 BD 9.27.21

Date Incurred

9/24/2021

Docs OLINV#03560734 BD 9.27.21.pdf**Payee**

One Legal

Court Cost**\$94.00***Created: 10/20/2021 at 3:49 PM*

Trialworks TaskCode Costs	Description Courtcall
Date Incurred 9/20/2021	Notes HD: 9/21/21
Payee Courtcall	

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<i>Created: 9/16/2021 at 2:55 PM</i>		
Trialworks TaskCode Filing Fee	Description OLINV#03530210 BD 9.10.21	
Date Incurred 9/10/2021	Docs  OLINV#03530210 BD 9.10.21.pdf	
Payee One Legal		

Filing Fee		\$20.18
<i>Created: 9/16/2021 at 2:39 PM</i>		
Trialworks TaskCode Filing Fee	Description OLINV#03529034 BD 9.10.21	
Date Incurred 9/10/2021	Docs  OLINV#03529034 BD 9.10.21.pdf	
Payee One Legal		

Filing Fee		\$40.15
<i>Created: 8/31/2021 at 1:08 PM</i>		
Trialworks TaskCode Filing Fee	Description OLINV#03445035 BD 7.30.21	
Date Incurred 7/30/2021	Docs  OLINV#03445035 BD 7.30.21.pdf	
Payee One Legal		

Filing Fee

\$39.12

Created: 8/31/2021 at 12:56 PM

Trialworks TaskCode

Filing Fee

Date Incurred

7/30/2021

Payee

One Legal

Description

OLINV#03444984 BD 7.30.21

Docs

 OLINV#03444984 BD 7.30.21.pdf

Filing Fee

\$39.38

Created: 8/17/2021 at 1:18 PM

Trialworks TaskCode

Filing Fee

Date Incurred

7/30/2021

Payee

One Legal

Description

OLINV#03444964 BD 7.30.21

Docs

 OLINV#03444964 BD 7.30.21.pdf

Filing Fee

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Created: 8/17/2021 at 1:13 PM

Trialworks TaskCode

Filing Fee

Date Incurred

7/30/2021

Payee

One Legal

Description

OLINV#03443042 BD 7.30.21

Docs

 OLINV#03443042 BD 7.30.21.pdf

Filing Fee

\$20.18

Created: 8/17/2021 at 12:54 PM

Trialworks TaskCode

Filing Fee

Date Incurred

7/29/2021

Payee

One Legal

Description

OLINV#03441253 BD 7.29.21

Docs OLINV#03441253 BD 7.29.21.pdf**Filing Fee****\$16.47***Created: 8/17/2021 at 12:51 PM***Trialworks TaskCode**

Filing Fee

Date Incurred

7/29/2021

Payee

One Legal

Description

OLINV#03441030 BD 7.29.21

Docs OLINV#03441030 BD 7.29.21.pdf**Court Cost****\$94.00***Created: 5/26/2021 at 11:54 AM***Trialworks TaskCode**

Costs

Date Incurred

4/28/2021

Payee

Courtcall

Description

Courtcall

Notes

HD: 5/17/21

Filing Fee**\$40.15***Created: 5/13/2021 at 1:22 PM***Trialworks TaskCode**

One Legal Filing

Date Incurred

4/28/2021

Payee

One Legal

Description

OLINV#03257303 BD 4.28.21

Docs OLINV#03257303 BD 4.28.21.pdf

Filing Fee

\$21.21

Created: 5/13/2021 at 12:35 PM

Trialworks TaskCode

One Legal Filing

Date Incurred

4/28/2021

Payee

One Legal

Description

OLINV#03254948 BD 4.28.21

Docs

 OLINV#03254948 BD 4.28.21.pdf

Filing Fee

\$39.89

Created: 4/6/2021 at 1:06 PM

Trialworks TaskCode

One Legal Filing

Date Incurred

3/30/2021

Payee

One Legal

Description

OLINV#03197947 BD 3.30.21

Docs

 OLINV#03197947 BD 3.30.21.pdf

Filing Fee

\$39.89

Created: 4/6/2021 at 1:03 PM

Trialworks TaskCode

One Legal Filing

Date Incurred

3/30/2021

Description

OLINV#03197913 BD 3.30.21

Docs

 OLINV#03197913 BD 3.30.21.pdf

Filing Fee

\$13.38

Created: 4/6/2021 at 12:23 PM

Trialworks TaskCode

One Legal Filing

Description

OLINV#03192749 BD 3.29.21

 Add Tags

Statute of Limitations 5 Year Trial Rule Trial Date

Historic Cost

\$2,967.22

Filing Fee

\$13.38

Created: 4/6/2021 at 12:11 PM

Trialworks TaskCode

One Legal Filing

Date Incurred

3/26/2021

Payee

One Legal

Description

OLINV#03191248 BD 3.26.21

Docs

 OLINV#03191248 BD 3.26.21.pdf

Filing Fee

\$39.12

Created: 4/6/2021 at 12:03 PM

Trialworks TaskCode

One Legal Filing

Date Incurred

3/24/2021

Payee

One Legal

Description

OLINV#03186875 BD 3.24.21

Docs

 OLINV#03186875 BD 3.24.21.pdf

Filing Fee

\$16.47

Created: 4/6/2021 at 11:42 AM

Trialworks TaskCode

One Legal Filing

Date Incurred

3/24/2021

Payee

One Legal

Description

OLINV#03185754 BD 3.24.21

Docs OLINV#03185754 BD 3.24.21.pdf**Filing Fee****\$38.25***Created: 2/23/2021 at 12:43 PM***Trialworks TaskCode**

One Legal Filing

Date Incurred

2/21/2021

Payee

One Legal

Description

OLINV#03120814 BD 2.21.21

Docs OLINV#03120814 BD 2.21.21.pdf**Filing Fee****\$43.75***Created: 2/23/2021 at 12:39 PM***Trialworks TaskCode**

One Legal Filing

Date Incurred

2/21/2021

Payee

One Legal

Description

OLINV#03120813 BD 2.21.21

Docs OLINV#03120813 BD 2.21.21.pdf**Filing Fee****\$16.60***Created: 2/23/2021 at 12:18 PM***Trialworks TaskCode**

One Legal Filing

Date Incurred

2/18/2021

Payee

One Legal

Description

OLINV#03117184 BD 2.18.21

Docs OLINV#03117184 BD 2.18.21.pdf

Filing Fee

\$16.60

Created: 2/23/2021 at 11:54 AM

Trialworks TaskCode

One Legal Filing

Date Incurred

2/18/2021

Payee

One Legal

Description

OLINV#03116965 BD 2.18.21

Docs

 OLINV#03116965 BD 2.18.21.pdf

Filing Fee

\$13.55

Created: 12/8/2020 at 1:32 PM

Trialworks TaskCode

One Legal Filing

Date Incurred

12/7/2020

Payee

One Legal

Description

OLINV#02986166 B Dodge 12.7.20

Docs

 OLINV#02986166 B Dodge 12.7.20.pdf

Filing Fee

\$72.00

Created: 12/8/2020 at 11:24 AM

Trialworks TaskCode

One Legal Filing

Date Incurred

11/25/2020

Payee

One Legal

Description

OLINV#02970985 B. Dodge 11.25.20

Docs

 OLINV#02970985 B. Dodge 11.25.20.pdf

Filing Fee

\$1,496.06

Created: 11/18/2020 at 1:37 PM

Trialworks TaskCode

One Legal Filing

Date Incurred

11/18/2020

Payee

One Legal

Description

OLINV#02956283 Bakersfield Dodge 11.18.20

Docs OLINV#02956283 Bakersfield Dodge 11.18.20.pdf**Filing Fee****\$75.00***Created: 11/18/2020 at 1:12 PM***Trialworks TaskCode**

LWDA Filing fee

Date Incurred

11/18/2020

Payee

LWDA

Description

Thank you for submission of your PAGA Case. receipt for payment 11.18.20

Docs Thank you for submission of your PAGA Case. receipt for payment 11.18.20.pdf**Postage Cost****\$7.50**

(Proof of Submission to LWDA)

EXHIBIT "6"

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

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

On May 4, 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:

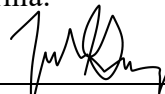
Daniel K. Klingenberger dklingenberger@lebeauthelen.com LeBeau Thelen LLP 5001 E. Commercenter Drive, Suite 300 P.O. Box 12092 Bakersfield, CA 93389-2092	Emil Davtyan emil@davtyanlaw.com Davtyan Law Firm, Inc. 400 N. Brand Blvd, Suite 700 Glendale, CA 91203
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[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

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

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

Executed on May 4, 2023, at Los Angeles, California.



Taylor Gregg