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Attorneys for Plaintiffs and the Proposed Class

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

DAMONT RICHARDSON, an individual,
and RAOOF ABDUL SAYAD, an individual,
on behalf of themselves and others similarly
situated,

PLAINTIFFS,

v.

PEGASUS AVIATION SERVICES, LLC;
and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21-CIV-00292

[Case Assigned for All Purposes to Hon.
Danny Y. Chou in Dept. 22]

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

*[Filed concurrently with Proposed Order and
Judgment]*

Complaint Filed: January 21, 2021
Trial Date: None Set

1 **SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET**

2 I, Kelsey M. Szamet, declare as follows:

3 1. I am an attorney licensed to practice before all of the courts of the State of
4 California. I am partner in the law firm of Kingsley & Kingsley, APC and one of the attorneys of
5 record for Plaintiffs Damont Richardson and Raoof Abdul Sayad in the above-entitled action. I
6 have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and
7 would testify competently thereto.

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

13 3. I make this supplemental declaration in response to the Court's September 29, 2022
14 Tentative Ruling ("TR") and in support of Plaintiffs' Motions for Final Approval of Class Action
15 Settlement and Plaintiffs' Motion for Approval Attorneys' Fees and Costs in the above-captioned
16 case.

17 **LODESTAR CHECK**

18 4. As indicated in the Declaration of Kelsey M. Szamet in Support of Plaintiffs'
19 Motion for Final Approval filed on September 2, 2022 ("original declaration") attached detailed,
20 redacted time records to my original declaration. Those records show which worked on the matter,
21 the time they billed, and specific description of the task performed during that time.

22 5. Also described in my original declaration are the specific qualifications of each
23 attorney and length of practice. My original declaration also indicates Kingsley & Kingsley,
24 APC's expertise in the area of wage of hour class actions.

25 6. As indicted in my original declaration, Class Counsel was not requesting a
26 multiplier at the time of the hearing and is not requesting one now. Indeed, based on the fee request
27 as compared to the lodestar, the result was a slightly negative multiplier of .99. In its TR, the Court
28 has indicated that it is inclined to reduce the fee request from 33.33% percent to 30%.

1 7. I request that the Court reconsider this reduction in light of the results achieved, the
2 work completed, and the fact that Counsel is not requesting a multiplier. The billing records
3 attached to my original declaration show that Class Counsel litigated this case in a very efficient
4 manner, minimized the number of attorneys staffed on this case, assigned work appropriately, and
5 relied on staff appropriately to work on matters wherever possible.

6 8. In response to paragraph 1 of the TR, it is Class Counsel's position that *Reynolds*
7 *v. Ford Motor Co.* (2020) 47 Cal.App.5th 1105, 113-114 does not stand for the proposition that
8 30% percent is an appropriate fee award in an employment class action. The Song-Beverly Act
9 (the consumer protection statute at issue in that case) expressly provides that attorney's fees
10 awarded shall be "based on actual time expended." (i.e. Lodestar). Indeed, that statute does not
11 envision a common fund or percentage approach, and the opinion does not stand for the proposition
12 that 30% is an appropriate fee award in any kind of case. Conversely, *Laffitte* is on all fours and
13 does specifically support the common fund, percentage approach in employment class actions in
14 California. (*Laffitte v. Robert Half Intern. Inc.* (Cal. 2016) 205 Cal.Rptr.3d 555, 573.)¹ The *Laffitte*
15 Court approved awarding fees as a percentage of the settlement fund in cases like the present one,
16 where a settlement results in the creation of a common fund on behalf of a class. (*Id.* at p. 573.)
17 Moreover, when the lodestar cross-check is performed, the requested fee award of 33.33% is
18 reasonable as discussed above (the lodestar cross-check results in a negative multiplier).

19 9. If the Court is still not inclined to approve 33.33%, the fee reduction to 30% will
20 result in an even lower negative multiplier. As my original declaration indicates, Class Counsel's
21 total lodestar at the time of filing was \$128,472.40. As mentioned, the lodestar compared to the
22 fee request of \$127,119.05 (33.33%) results in a negative multiplier of .99. If the Court reduces
23 the fee award to \$114,407.14 (30%), the negative multiplier will be .89. In reality, this number
24 will be even lower because the lodestar has increased since my original declaration was filed.
25 Class Counsel has since spent time preparing for and attending the final approval hearing, updating
26

27 ¹ Counsel will not repeat the discussion set forth in the Motion for Approval of
28 Attorneys' Fees and Costs, but would ask the Court to reconsider the authorities set forth at pp.
1-4 of that Motion.

1 the Settlement Administrator on the status of the Settlement, and preparing this Supplemental
2 Declaration. Kingsley & Kingsley, APC's current lodestar is \$90,585. It was \$88,030 at the time
3 the Motion for Final Approval was filed.

4 **REASONABLENESS OF REQUESTED LITIGATION COSTS**

5 10. In my original declaration, I indicted that my office had incurred \$21,134.93 in
6 costs. After reviewing the TR, I closely reviewed the costs again. I believe that the costs are well
7 labeled and explain what document each "filing fee" is connected to. The Court is correct that
8 entries do not always match with the date a document was filed because we enter costs later in
9 time and we are also generally billed after filings are completed by One Legal. In my review, it
10 seems most One Legal invoices are generally dated about 7-9 days after the filing.

11 11. During my review, I identified a duplicate cost posted for \$1498.11 for the initial
12 filing fee for the summons and complaint. I have removed that entry from our costs ledger. The
13 updated ledger, with all costs to date, is attached hereto as Exhibit "A". The updated
14 costs for Kingsley & Kingsley, APC are \$18,623.56.

15 12. The entry for "Research Costs" of \$1,530 for 11/16/21 is for TelSwitch, Inc. That
16 is the expert that we used for purposes of mediation to input and analyze the time and pay data for
17 purposes of creating the damage model.

18 **PLAINTIFFS' PERFORMED WORK**

19 13. As indicated in the Court's TR, I believe that the \$5,000 request for Mr. Richardson
20 is fair and reasonable and is supported by his declaration.

21 **QUALIFICATIONS OF ILYM GROUP, INC. AND REASONABLENESS OF** 22 **REQUESTED ADMINISTRATION FEES**

23 14. The qualifications of ILYM, Group are detailed in the concurrently filed
24 Declaration of Lluvia Islas of ILYM Group, Inc., Re: Administration Fees.

25 15. I believe the administration fee requested is reasonable. Before selecting ILYM
26 Group, Inc. to handle the settlement administration, I secured a bid. ILYM Group has performed
27 all of the services in the bid and their current fee request matches the amount originally in the bid.
28 The bid is attached hereto as Exhibit "B".

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

2 **AGENCY**

3 16. As indicated on the Proof of Service, this supplemental declaration, including all
4 concurrently filed supporting documents, was uploaded to the Labor and Workforce Development
5 Agency's ("LWDA") website on the date these supplemental documents were filed. Proof of
6 submission of this supplemental declaration, all related documents, and copy of the email from the
7 LWDA confirming receipt is attached hereto as Exhibit "C".

8 **EXHIBITS**

9 17. Attached hereto as Exhibit "A" is a true and correct copy of Kingsley & Kingsley's
10 updated costs ledger.

11 18. Attached hereto as Exhibit "B" is a true and correct copy of ILYM Group's bid.

12 19. Attached hereto as Exhibit "C" is a true and correct copy of the proof of submission
13 to the LWDA as referenced in paragraph 16 above.

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

16 This declaration was executed this 4th day of November, 2022, in Altadena, California.

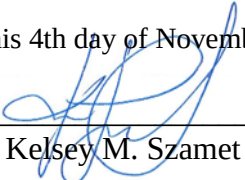
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Kelsey M. Szamet

EXHIBIT "A"

Printed from

PEGASUS AIRCRAFT MAINTENANCE, AN AKIMA COMPANY, AKI...

Damont Richardson • [REDACTED] • [REDACTED]

Historic Cost

		\$18,623.56
Postage Cost		\$6.90
Created: 1/21/2021 at 2:48 PM		
Trialworks TaskCode		
January Postage		
Created: 2/4/2021 at 3:57 PM		\$1.30
Trialworks TaskCode		
February postage		
Postage Cost		\$3.60
Created: 2/11/2021 at 3:13 PM		
Trialworks TaskCode		
February postage		
Filing Fee		\$75.00
Created: 1/21/2021 at 1:24 PM		
Trialworks TaskCode		Description
LWDA Filing fee		LWDA PAGA Filing fee
Date Incurred		Docs
1/21/2021		 State of California - Department of Industrial Relations Customer Receipt _ Purchase Confirmation.pdf

Payee

LWDA

Filing Fee**\$1,498.11***Created: 2/12/2021 at 8:42 AM***Trialworks TaskCode**

One Legal Filing

Description

OLINV#03066230 Pegasus 1.22.21

Date Incurred

1/22/2021

Docs OLINV#03066230 Pegasus 1.22.21.pdf**Payee**

One Legal

Filing Fee**\$17.62***Created: 2/12/2021 at 1:15 PM***Trialworks TaskCode**

One Legal Filing

Description

OLINV#03091607 Pegasus 2.4.21

Date Incurred

2/4/2021

Docs OLINV#03091607 Pegasus 2.4.21.pdf**Payee**

One Legal

Filing Fee**\$78.25***Created: 2/12/2021 at 2:38 PM***Trialworks TaskCode**

One Legal Filing

Description

OLINV#03093618 Pegasus 2.4.21

Date Incurred

2/4/2021

Docs OLINV#03093618 Pegasus 2.4.21.pdf**Payee**

One Legal

Filing Fee

\$18.62*Created: 2/12/2021 at 3:07 PM***Trialworks TaskCode**

One Legal Filing

Date Incurred

2/5/2021

Payee

One Legal

Description

OLINV#03095597 Pegasus 2.5.21

Docs OLINV#03095597 Pegasus 2.5.21.pdf

Filing Fee

\$78.75*Created: 2/12/2021 at 4:16 PM***Trialworks TaskCode**

One Legal Filing

Date Incurred

2/5/2021

Payee

One Legal

Description

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Docs OLINV#03096310 Pegasus 2.5.21.pdf

Filing Fee

\$78.00*Created: 2/16/2021 at 9:54 AM***Trialworks TaskCode**

One Legal Filing

Date Incurred

2/8/2021

Payee

One Legal

Description

OLINV#03099008 Pegasus 2.8.21

Docs OLINV#03099008 Pegasus 2.8.21.pdf

Filing Fee

\$18.62*Created: 2/23/2021 at 11:34 AM***Trialworks TaskCode**

One Legal Filing

Date Incurred

2/11/2021

Payee

One Legal

Description

OLINV#03105317 Pegasus 2.11.21

Docs OLINV#03105317 Pegasus 2.11.21.pdf

Filing Fee

\$83.00*Created: 2/23/2021 at 11:46 AM***Trialworks TaskCode**

One Legal Filing

Date Incurred

2/11/2021

Payee

One Legal

Description

OLINV#03107407 Pegasus 2.11.21

Docs OLINV#03107407 Pegasus 2.11.21.pdf

Process Server Fee

\$80.45*Created: 2/23/2021 at 1:11 PM***Trialworks TaskCode**

On Call Filing

Date Incurred

2/18/2021

Payee

OnCall

Description

OCINV#196216 Pegasus paid 2.18.21

Docs OCV#196216 Pegasus paid 2.18.21.pdf

Filing Fee

\$19.17*Created: 4/6/2021 at 12:25 PM***Trialworks TaskCode**

One Legal Filing

Description

OLINV#03193236 Pegasus 3.29.21

Date Incurred

3/29/2021

Docs OLINV#03193236 Pegasus 3.29.21.pdf**Payee**

One Legal

Filing Fee

\$88.02*Created: 4/6/2021 at 1:07 PM***Trialworks TaskCode**

One Legal Filing

Description

OLINV#03197988 Pegasus 3.30.21

Date Incurred

3/30/2021

Docs OLINV#03197988 Pegasus 3.30.21.pdf**Payee**

One Legal

Filing Fee

\$20.20*Created: 4/6/2021 at 1:24 PM***Trialworks TaskCode**

One Legal Filing

Description

OLINV#03198979 Pegasus 4.1.21

Date Incurred

4/1/2021

Docs OLINV#03198979 Pegasus 4.1.21.pdf**Payee**

One Legal

Filing Fee

\$81.07*Created: 4/6/2021 at 1:39 PM***Trialworks TaskCode**

One Legal Filing

Description

OLINV#03204451 Pegasus 4.2.21

Date Incurred

4/2/2021

Docs OLINV#03204451 Pegasus 4.2.21.pdf**Payee**

One Legal

Filing Fee

\$20.20*Created: 5/11/2021 at 3:22 PM***Trialworks TaskCode**

One Legal Filing

Description

OLINV#03241727 Pegasus 4.21.21

Date Incurred

4/21/2021

Docs OLINV#03241727 Pegasus 4.21.21.pdf**Payee**

One Legal

Filing Fee

\$80.56*Created: 6/29/2021 at 2:45 PM***Trialworks TaskCode**

Filing Fee

Description

OLINV#03318990 Pegasus 5.28.21

Date Incurred

5/28/2021

Docs OLINV#03318990 Pegasus 5.28.21.pdf**Payee**

One Legal

Mediation Cost

\$13,250.00*Created: 7/19/2021 at 2:25 PM***Trialworks TaskCode**

Mediation Costs

Description

Rotman INV Mediation Re Pegasus paid.pdf

Date Incurred

7/16/2021

Docs Rotman INV Mediation Re Pegasus paid.pdf**Payee**

David A. Rotman, Mediated Negotiations

Filing Fee

\$81.07*Created: 9/17/2021 at 12:42 PM***Trialworks TaskCode**

Filing Fee

Description

OLINV#03542243 P 9.16.21

Date Incurred

9/16/2021

Docs OLINV#03542243 P 9.16.21.pdf**Payee**

One Legal

Filing Fee

\$20.20*Created: 9/17/2021 at 12:49 PM***Trialworks TaskCode**

Filing Fee

Payee

One Legal

Date Incurred

9/17/2021

Description

OLINV#03542844 P 9.17.21

Filing Fee

\$20.20

*Created: 10/11/2021 at 11:57 AM***Trialworks TaskCode**

Filing Fee

Date Incurred

9/29/2021

Payee

One Legal

Description

OLINV#03567376 Pegasus 9.29.21

Docs OLINV#03567376 Pegasus 9.29.21.pdf**Filing Fee****\$80.56***Created: 10/11/2021 at 1:16 PM***Trialworks TaskCode**

Filing Fee

Date Incurred

9/30/2021

Payee

One Legal

Description

OLINV#03571561 P 9.30.21

Docs OLINV#03571561 P 9.30.21.pdf**Research Cost****\$1,530.00***Created: 11/16/2021 at 2:39 PM***Trialworks TaskCode**

Costs

Date Incurred

11/16/2021

Payee

Telswitch Inc.

Description

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Docs Telswitch INV2111100554_pegasus paid 11.16.21.pdf**Postage Cost****\$5.80***Created: 12/7/2021 at 12:21 PM*

Trialworks TaskCode

Postage Cost

Payee

DocuSign

Date Incurred

12/7/2021

Filing Fee**\$20.20***Created: 12/29/2021 at 8:40 AM***Trialworks TaskCode**

Filing Fee

Date Incurred

12/20/2021

Payee

One Legal

Description

OLINV#03738252 Pegasus 12.20.21

Docs OLINV#03738252 Pegasus 12.20.21.pdf**Filing Fee****\$80.82***Created: 12/29/2021 at 8:48 AM***Trialworks TaskCode**

Filing Fee

Date Incurred

12/20/2021

Payee

One Legal

Description

OLINV#03738854 Pegasus 12.20.21

Docs OLINV#03738854 Pegasus 12.20.21.pdf**Filing Fee****\$41.44***Created: 4/14/2022 at 11:21 AM***Trialworks TaskCode**

filing fee

Date Incurred

4/13/2022

Description

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Payee

One Legal

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filing fee

Description

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Date Incurred

4/13/2022

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One Legal

Postage Cost**\$5.80***Created: 5/2/2022 at 8:46 AM***Trialworks TaskCode**

Postage Cost

Payee

DocuSign

Date Incurred

4/13/2022

Filing Fee**\$21.74***Created: 4/21/2022 at 12:41 PM***Trialworks TaskCode**

filing fee

Description

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Date Incurred

4/20/2022

Docs OLINV#04014924 P 4.20.22.pdf**Payee**

One Legal

Filing Fee**\$114.53**

Created: 4/21/2022 at 2:52 PM

Trialworks TaskCode

filing fee

Date Incurred

4/21/2022

Payee

One Legal

Description

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Docs OLINV#04016759 P 4.21.22.pdf

Filing Fee

\$94.46

Created: 4/29/2022 at 1:16 PM

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filing fee

Date Incurred

4/21/2022

Payee

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Description

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Filing Fee

\$122.25

Created: 5/2/2022 at 3:16 PM

Trialworks TaskCode

filing fee

Date Incurred

4/26/2022

Payee

One Legal

Description

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\$5.80

Created: 9/2/2022 at 2:39 PM

Trialworks TaskCode

Postage Cost

Date Incurred

8/23/2022

Payee

DocuSign

Filing Fee**\$114.53***Created: 9/27/2022 at 12:14 PM***Trialworks TaskCode**

filing fee

Date Incurred

8/31/2022

Payee

One Legal

Description

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Docs OLINV#04336910 Pegasus 8.31.22.pdf**Facsimile Cost****\$163.18***Created: 9/27/2022 at 1:55 PM***Trialworks TaskCode**

filing fee

Date Incurred

8/31/2022

Payee

One Legal

Description

OLINV#04338362 Pegasus 8.31.22

Docs OLINV#04338362 Pegasus 8.31.22.pdf**Filing Fee****\$113.50***Created: 9/28/2022 at 4:39 PM***Trialworks TaskCode**

filing fee

Date Incurred

9/2/2022

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Payee

One Legal

Filing Fee**\$143.87***Created: 9/28/2022 at 4:44 PM***Trialworks TaskCode**

filing fee

Description

OLINV#04345475 Pegasus 9.2.22

Date Incurred

9/2/2022

Docs OLINV#04345475 Pegasus 9.2.22.pdf**Filing Fee****\$20.71***Created: 9/29/2022 at 4:20 PM***Trialworks TaskCode**

filing fee

Description

OLINV#04346372 Pegasus 9.6.22

Date Incurred

9/6/2022

Docs OLINV#04346372 Pegasus 9.6.22.pdf**Payee**

One Legal

Filing Fee**\$129.20***Created: 9/29/2022 at 4:36 PM***Trialworks TaskCode**

filing fee

Description

OLINV#04349238 Pegasus 9.6.22

Date Incurred

9/6/2022

Docs OLINV#04349238 Pegasus 9.6.22.pdf**Payee**

One Legal

EXHIBIT "B"

Case Name: Richardson v. Pegasus Aviation

Requesting Attorneys Name:	Kelsey Szamet
E-Mail	Kelsey@kingsleykingsley.com
ILYM Contact	Jonathan Paul
E-Mail	Jonathan@ilymgroup.com
Contact Number	310.948.7117

ESTIMATE FOR ADMINISTRATION SOLUTIONS

Opt-Out

ASSUMPTIONS	
Total Number of Class Members	112
Estimated Percentage of Undeliverable Mail	20%
NCOA	Yes
Certified Spanish Translation	Yes
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	3	\$450.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$800.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	5	\$600.00
Staff Hours for Processing Opt-Outs	Hourly	\$70.00	3	\$210.00
Report Processing	Hourly	\$70.00	5	\$350.00
NCOA	Flat Fee	\$250.00	1	\$250.00
Toll-Free Customer Support	Flat Fee	\$250.00	1	\$250.00
Certified Spanish Translation	Flat Fee	\$750.00	1	\$750.00
Weekly Reports	Flat Fee	\$500.00	1	Waived

Subtotal \$2,410.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notices	Per Piece	\$3.00	112	\$336.00
USPS First Class 1oz Postage	Per Piece	\$0.55	112	\$61.60
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$10.00	22	\$224.00
Storage, Photocopies, Deliveries	Flat Fee	\$257.80	1	\$257.80

Subtotal \$879.40

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Check, Print & Mail (Including W2/1099 Stub & Release)**	\$2.00	\$1.00	112	\$112.00
USPS First Class 1oz Postage	Per Piece	\$0.55	112	\$61.60
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$5.00	22	\$112.00
Preparation of Taxes*	Hourly	\$120.00	7	\$840.00
Annual Filing of Tax Return*	Per Year	\$750.00	1	\$750.00

**Additional Bank fees may apply

*Additional Taxes may apply if the 2nd check mailing occurs in a separate calendar year as the initial check mailing

Subtotal \$2,975.60

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	3	\$360.00
Declaration	Hourly	\$125.00	3	\$375.00

Subtotal \$935.00

Total Case Estimate - Not to Exceed: \$8,000.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT "C"

(Proof of Submission to the LWDA)

(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 November 4, 2022, I served all interested parties in this action the following documents described as: **SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFFS' 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:

Heather Hearne hdh@kullmanlaw.com The Kullman Firm, PLC 4605 Bluebonnet Blvd., Suite A Baton Rouge, LA 70809	Emil Davtyan emil@davtyanlaw.com Davtyan Law Firm, Inc. 880 E. Broadway Glendale, CA 91205 John P. Briscoe jbriscoe@mayallaw.com Mayall Hurley P.C. 2453 Grand Canal Boulevard Stockton, California 95207-8253
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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 above 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 November 4, 2022, at Woodland Hills, California.



Michelle A. Tanzer